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 25, 2022
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting

4:30 P.M. Convene

Roll Call

Consent Agenda

CONSENT AGENDA: All items listed on the Consent Agenda are considered to be routine or have been previously reviewed 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**

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) Labor Negotiations with the United Phoenix Fire Fighters Association (PFFA), Local 492 regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body pursuant to A.R.S. 38-431.03(A)(5).

Adjournment

Executive Session

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

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

Executive Session Agenda

2. An Executive Session pursuant to A.R.S. section 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) Labor Negotiations with the United Phoenix Fire Fighters Association (PFFA), Local 492 regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of employees of the public body pursuant to A.R.S. 38-431.03(A)(5).

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

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

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

Arizona Open Meeting Act:

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

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

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

Study Session

Convene immediately following Executive Session Meeting

Roll Call

Study Session Agenda

Subject(s) for Discussion Only

3. **Central Arizona Project, Colorado River Shortage Preparedness**

Adjournment

Regular Meeting

6:00 P.M. Convene

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

NOTE: 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

4. **Youth Advisory Board Update**

5. **Library Card Contest Winners and New Library Programs**

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

6 C. **Disposition of Absence**

Discussion and possible action to approve the absence of Mayor Pro Tem Hunt from the Regular City Council meeting held on October 11, 2022.

7 C. **Minutes**

Discussion and possible action to approve the October 11, 2022 City Council meeting minutes.

8 C. **Intergovernmental Agreement, Arizona Water Banking Authority and Peoria for Municipal and Industrial Firming**

Discussion and possible action to enter into an agreement with the Arizona Water Banking Authority to establish an annual process to implement the direct transfer of long-term water storage credits for "firming" Central Arizona Project Municipal and Industrial priority water.

9 C. **Agreement, United States Department of Justice, Drug Enforcement Administration and the City of Peoria Police Department**

Discussion and possible action to (a) approve renewal of an Agreement between the Peoria Police Department and the Drug Enforcement Administration (DEA) and assign an officer to the DEA Task Force for a period of not less than two years, and (b) approve a budget amendment in the amount of $19,840 from the Proposed Grants Contingency Account to the Federal DEA Intergovernmental Agreement Fund Account to provide expenditure authority for overtime.

10 C. **Contract Amendment, Point Engineers, 67th Ave Corridor Improvement Project**

Discussion and possible action to approve a Contract Amendment in the amount of $1,692,908 with Point Engineers pursuant to Contract ACON20821, to provide final design services for the 67th Avenue Corridor Improvement Project, in accordance with budget authority previously approved by Council.

11 C. **Contract Amendment, FPS Civil, LLC, 75TH Avenue Water Line; Cholla Street to Thunderbird Road**

Discussion and possible action to approve a Contract Amendment in the amount of $151,315 with FPS Civil, LLC pursuant to Contract LCON04021, to provide water line construction services for the 75th Avenue Water Line, Cholla Street to Thunderbird Road project, in accordance with budget authority previously approved by Council.

12 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.

13 C. **Budget Adjustment, State Tax System Modernization Project**

Discussion and possible action to approve a budget amendment in the amount of $129,289 to pay the mandatory fee assessed by the Arizona Department of Revenue for the integrated tax system modernization project.

14 C. **Peoria Public Transportation Agency Safety Plan**

Discussion and possible action to approve the Peoria Public Transportation Agency Safety Plan (PTASP) Revision 1.

15 C. **Replat for Bella Pasa Lots 19 & 20, 76th Avenue & Gelding Drive**

Discussion and possible action to approve a Replat of Bella Pasa Lots 19 and 20, located on 76th Avenue and Gelding Drive, subject to stipulations.

16 C. **Final Plat, Aloravita South Parcel 6A, Jomax Road and 77th Lane**

Discussion and possible action to approve a Final Plat for Aloravita South Parcel 6A, located at the southeast corner of Jomax Road and 77th Lane intersection, subject to stipulations.

17 C. **Final Plat for Aloravita South Parcel 6B, Jomax Road and 77th Lane**

Discussion and possible action to approve a Final Plat for Aloravita South Parcel 6B, located at the southeast corner of Jomax Road and 77th Lane intersection, subject to stipulations.

18 C. **A Replat of Varney Tract, 80th Drive South of Kirby Street**

Discussion and possible action to approve a Replat for A Replat of Varney Tract Assessor's Parcel Numbers 142-06-034A and 142-06-034B, located at 80th Drive South of Kirby street, subject to stipulations.

19 C. **PUBLIC HEARING - Liquor License, La Crab Shack Peoria, 6750 W. Peoria Avenue. #128**

Discussion and possible action to recommend approval to the State Liquor Board for: a New Restaurant (Series 12) Liquor License for La Crab Shack Peoria, located at 6750 W. Peoria Avenue #128, Tin Thanh Vo, Applicant, LL# 22-010950.

Regular Agenda

New Business

20 R. **2022 Peoria Community Design Guidelines**

Discussion and possible action to concur with the Design Review Board's recommendation to adopt **RES. 2022-111**, approving the 2022 Peoria Community Design Guidelines.

21 R. **Development Agreement, Old Town Redevelopment**

Discussion and possible action to a) adopt **RES 2022-112** approving a Development Agreement with ZONAPART LLC for the sale and/or lease of certain City owned property in Old Town Peoria, and authorize the City Manager to complete all transactions contemplated within the agreements subject to such additional terms and conditions deemed necessary; and b) approve the use of reserves and a budget amendment in the amount of $1,500,000 from the Half Cent Sales Tax Contingency account 1210-0350-570000 to the Economic Development Agreement Project account 1210-0350-522070-CIPOT-ED00031.

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

22. **Reports**

A. **2023 Council Meeting Calendar**

B. **Public Works/Solid Waste Service Enhancements**

C. **Baseball Updates**

D. **Peoria Unified School District Cooperative Use Of Community Parks**

Reports from the Mayor

Adjournment

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

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

Public Notice

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

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

City Manager
Jeff Tyne

City Clerk
Lori Dyckman

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 4.

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

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Chris Hallett, Neighborhood and Human Services Director

SUBJECT: Youth Advisory Board Update

Summary:

The mission of the Peoria Youth Advisory Board is to provide insight and feedback on issues relating to youth, including, but not limited to, City ordinances, long range planning and City/school district relations. The Board seeks to enable youth to participate in improving the quality of life in the community.

There are 19 members and two alternates serving on the Youth Advisory Board. The members of the Youth Board have varied backgrounds and interests. They live and go to school throughout the City, covering eleven public schools, nine charter schools and one home school. They work together for a common interest of representing and improving the quality of life for the youth in their City.

Peoria's Youth Advisory Board has identified goals for the 2022-23 school year. These goals embrace the key areas of focus of Peoria's Comprehensive Youth Plan: Education and Life Preparation, Safety, Access, Community Collaboration, Civic Engagement and Out of School Enrichment.

These goals will focus on providing opportunities for youth to engage in the community through outreach, service and advocacy by:

- Surveying youth and the youth workforce to identify concerns they are facing.
- Promoting healthy neighborhoods by leading awareness campaigns.
- Visiting with youth groups, schools and community leaders to advocate for youth.
- Evaluating and assessing the impact of the Comprehensive Youth Plan over the past ten years and applying it to this year's Youth Action Plan.

ATTACHMENTS:

Youth Advisory Board Annual Report

Contact Name and Number:

Chris Hallett, (623) 773-7955

FY22 REPORT

ENGAGE
EMPOWER
EQUIP

PEORIA YOUTH ADVISORY BOARD



OUR MISSION

The Mission of the Youth Advisory Board (YAB) is to provide insight and feedback on issues relating to youth, including city ordinances, long range planning, and city-school district relations. The Board seeks to enable youth to participate in improving the quality of life in the community.



OUR VISION

The Vision of the Youth Advisory Board is an enhanced quality of life and growth opportunities for Peoria youth through collaborations with local non-profits, delivering equitable and inclusive youth inspired and centered events and opportunities.



Dear Peoria Residents,

From city events and cold pizza to committee meetings and conferences, there is never a dull moment with the Youth Advisory Board. Our recent endeavors have included focusing on community engagement, peer advocacy, and identifying youth needs and services. The Board has been more engaged than ever before, providing over 1,200 hours of service to our community. During the 2022-23 school year, the Board helped organize a shoe drive that raised funds for at-risk youth, collected and stuffed 500 hygiene bags for the homeless, and performed many other projects serving Peoria. Additionally, we have collaborated with other youth groups across the West Valley, from Avondale to Surprise. These connections helped us improve the opportunities for the youth we serve. Our goal moving forward is to continue serving our community while giving our youth access to these incredible experiences, resources, and connections.

While the local change we spark is notable, the Youth Advisory Board's reach stretches far beyond the city limits of Peoria. In March 2022, nine members traveled to our nation's beautiful capital. We spent the week in the company of the most driven minds in the country, meeting with Arizona's Senators and Representatives, speaking with White House Interns, and connecting with youth from around the nation to address concerns facing youth and their communities. The Washington D.C. trip broadened our perspective, exposed us to impactful leaders, and brought us closer together.

From our longest-tenured members to our newest, the Board has no shortage of creative, passionate, and diverse thinkers. Everybody brings something different to the discussion, and that is our most valuable asset. As current Chair and Vice-Chair, we could not be more excited to continue the Board's legacy with this incredible group of teens. The joy of helping others and the fulfillment of the impact we have made is worth every early Saturday morning event and late-night meeting.



Madison Presmyk
YAB Chair

Gracie Bartos
YAB Vice Chair

Warmest Regards,
Madison and Gracie

YOUTH ACTION PLAN

The Peoria Youth Action Plan was developed in July 2012 with the collaboration of local organizations, city leadership and the Peoria Unified School District. The Peoria Youth Action Plan establishes a shared vison for youth in our community and identifies the strategies needed to achieve desired outcomes for youth. The YAB aligns their goals with the comprehensive plans' six strategic goals areas. These goals are as follows and they show how the YAB supports the city in achieving these goals.

EDUCATION AND LIFE PREPARATION

Youth have a sense of purpose and graduate from high school with a life plan.

- Participated in local, state, and national conferences. These conferences provided motivation and insight into addressing the needs of youth in Peoria, specifically involving peer advocacy and youth mental health.
- Hosted the 19th Annual Youth Government Day.
- Supported a pilot program for youth leadership development in the City of Peoria Summer Camps.

SAFETY

Youth are safe at home, at school, and in the community.

- Created a community mural of Dr. Martin Luther King Jr. for a city Day of Service event promoting inclusion and acceptance.
- Addressed growing concerns of alcohol and substance abuse amongst teenage youth with community partners, including the Peoria Primary Prevention Coalition and the State Attorney General's Office.

ACCESS

Youth have access to community programs.

- Met with city departments on youth topics - Development and Planning, Family and Youth Services and Adaptive Needs Programming to share a youth perspective.
- Developed and implemented an awareness campaign to share the role of the Peoria Youth Advisory Board. Presentations were shared with several local high school groups.
- Appointed two YAB members to serve as Council Youth Liaisons to the Peoria City Council.



COMMUNITY COLLABORATION

Government agencies, schools, faith-based agencies, non-profit organizations, and private entities work collaboratively for the benefit of youth.

- Worked closely with community organizations: HART pantry on food and sneaker drives, D-squared on 500 hygiene bags; Youth-4-Troops on plastic mats for veterans; and St. Mary's Food Bank packing food boxes.
- Worked with City of Peoria departments to present the benefits to youth to live, learn and work in Peoria. Departments shared ideas and information during the annual Youth Government Day event.
- Collaborated with four local community-based organizations to identify needs, volunteer and provide feedback. These organizations serve youth in Peoria, and the Youth Advisory Board worked to serve these organizations.

CIVIC ENGAGEMENT

Youth have opportunities to have their voices heard and positively impact their community.

- Hosted Youth Government Day for Peoria Unified School District 8th grade students. Students learned about the roles of local city government and its impact on their community.
- Attended Peoria Neighborhood Day at the Arizona State Capitol to bring awareness to the needs of youth and met with government leaders.
- Provided youth representation at the League of Arizona Cities and Towns Conference and on the national stage at the National League of Cities City Summit. Discussed issues concerning cities such as youth mental health, college access and safe learning environments.

OUT OF SCHOOL ENRICHMENT

Youth know about and participate in quality programs during out-of-school time.

- Volunteered over 1,200 hours of service to the community by attending community events, conferences, workshops, training, and organizing fundraisers.
- Led a Pumpkin Decorating Contest with 18 City of Peoria AMPM programs that were judged by the community at the Halloween Monster Bash event.



2022-23 Board GOALS



- Provide opportunities for youth to engage in the community through outreach, service and advocacy.
- Survey youth and the youth workforce to identify concerns they are facing.
- Promote healthy neighborhoods by leading awareness campaigns.
- Visit with youth groups, schools and community leaders to advocate for youth.
- Evaluate and assess the impact of the Youth Action Plan over the past ten years.



HOW TO JOIN

Peoria's YAB consists of 19 regular members and two alternates appointed by city council in accordance with Peoria City Code.

The city accepts applications year round for students in grades seven through 11. Applicants must be enrolled in school and in good standing during the school year. Board members are expected to attend all meetings. The YAB traditionally meets on the second Tuesday of the month starting at 6:30 p.m. Committee meetings will vary. To apply, visit the website at:

www.peoriaaz.gov/YAB



www.peoriaaz.gov/YAB

(623) 773-8494

brian.carrico@peoriaaz.gov



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 5.

Date Prepared: 10/5/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Marylou Stephens, Arts, Culture & Library Services Director

SUBJECT: Library Card Contest Winners and New Library Programs

Purpose:

This is a request for a presentation to Mayor and Council to recognize our Library Card Contest winners and to highlight exciting new library programs.

Summary:

A brief presentation will highlight the two winners of the Library Card Contest, and feature a powerpoint with background information about each winner and their winning designs. The winners will be presented with a certificate and gift card by Mayor Carlat.

We will also present a video highlighting the Library's new BookBike, our third StoryWalk at Rio Vista Community Park, the Amplify Podcast Studio, and the addition of a Sensory Storytime. The Sensory Storytime was developed after our library staff received training, and both libraries are recognized by the International Board of Credentialing and Continuing Education Standards as Certified Autism Centers.

Contact Name and Number:
Marylou Stephens, 623-773-7968

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 6C.

Date Prepared: 10/17/2022

Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Lori Dyckman, City Clerk MMC

SUBJECT: Disposition of Absence

Purpose:

Discussion and possible action to approve the absence of Mayor Pro Tem Hunt from the Regular City Council meeting held on October 11, 2022.

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

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 7C.

Date Prepared: 7/14/2022

Council Meeting Date: 10/25/2022

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 October 11, 2022 City Council meeting minutes.

ATTACHMENTS:

October 11, 2022 Minutes_Draft

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

MINUTES OF THE PEORIA CITY COUNCIL
CITY OF PEORIA, ARIZONA
CITY COUNCIL CHAMBER
October 11, 2022

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

Members Present: Mayor Cathy Carlat; Vice Mayor Bill Patena; Councilmembers Jon Edwards, Michael Finn and Brad Shafer.

Members Absent: Councilmember Denette Dunn and Mayor Pro Tem Vicki Hunt.

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Vanessa Hickman, City Attorney and Lori Dyckman, City Clerk.

Audience: No members of the public were present.

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

CONSENT AGENDA

CONSENT AGENDA: All items listed 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.

Motion was made by Vice Mayor Patena, seconded by Councilmember Finn, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 5 to 0.

1C. Authorization to Hold an Executive Session

Authorized 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 subject to 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

Being no further business to come before the Council, the meeting was duly adjourned at 5:48 p.m.

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 subject to 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).

Clerk's Note: In accordance with A.R.S. §38-431.03(B), minutes of executive sessions must be kept confidential except as outlined in statute.

A **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, Council Youth Liaison Agarwal led the Pledge of Allegiance.

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

Council Youth Liaisons: Avi Agarwal and Mikah Dyer.

Members Absent: Mayor Pro Tem Vicki Hunt

Other Municipal Officials Present: Jeff Tyne, City Manager; Andy Granger, Deputy City Manager; Katie Gregory, Deputy City Manager; Erik Strunk, Deputy City Manager; Vanessa Hickman, City Attorney; 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; Jay Davies, Public Works Director; Chris Hallett, Neighborhood and Human Services Director; Chris Jacques, Planning and Community Development Director; Adina Lund, Development and Engineering Director; Christine Nickel, Human Resources Director; Cape Powers, Water Services Director; Deputy Chief Douglas Steele; Jennifer Stein, Economic Development Services Director; Marylou Stephens, Arts, Culture and Library Services Director 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:

3. Certificate of Appointment to Newly Appointed Board and Commission Members

Councilmember Finn presented a plaque to newly appointed Board and Commission member Julie LaCroix who was appointed to the Economic Development Advisory Board by Resolution at theSeptember 13, 2022 City Council Meeting.

4. Proclamation Recognizing October as Domestic Violence Awareness Month

Mayor Carlat recognized the members of the Peoria Police Department Victim Assistance Unit, City Prosecutor's Office Victim Assistance Unit, and other advocacy groups and read aloud the Proclamation declaring October as Domestic Violence Awareness Month.

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 asked if any Councilmember wished to have an item removed from the Consent Agenda. Having received an earlier request to continue Item 11C to a later meeting,motion was made by Vice Mayor Patena, seconded by Councilmember Shafer, to approve the Consent Agenda with the exception of Agenda Item 11C.

Upon vote, the motion carried unanimously 6 to 0.

5 C. Minutes

Approved the September 27, 2022 City Council meeting minutes.

6 C. Proposed Amendment to Investment and Portfolio Policies

The proposed changes to the City's Investment and Portfolio Policies were reviewed and accepted 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

Approved 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

(a) Approved a single source procurement contract in the amount of $276,929 for the purchase of extrication equipment from Extrication Concepts; and

(b) Approved 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

(a) Authorized the acceptance of two grants from the Arizona State Department of Homeland Security (AZDOHS) totaling $56,443, and

(b) Approved 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

(a) Authorized 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) Approved 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

Clerk's Note: Agenda item 11C for a Development Agreement at 77th Lane in Aloravita South was continued to a later date as reqeuted by the developer.

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

Approved the Petition for Formation, adopted **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 adopted **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

Approved the Petition for Formation and adopted **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

Adopted **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

Adopted **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

Adopted **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

Approved a Final Plat of Catania & Dilligianis, located on the northwest corner of 92nd Avenue and Prickly Pear Trail, subject to stipulations.

REGULAR AGENDA

New Business:

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

Adina Lund, Development and Engineering Director, presented on the contract request for FPS Civil, LLC for the reclaimed water system, information included:

- Project 1 Overview
- Project 1, Segment 1 - status complete
- Project 1, Segment 2 - commencement in January 2023
- Project 1, Segment 3 - procurement and construction schedule
- Project budget
- Material delays

Discussion ensued regarding:

- Reclaimed water usage
- Contract price assurance

Motion was made by Vice Mayor Patena, seconded by Councilmember Shafer to 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 approve a budget amendment in the amount of $2,100,000 from contingency to the Reclaimed Water Master Plan Implementation Project.

Upon vote, the motion carried 5 to 1, with Councilmember Dunn voting no.

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

Kevin Burke, Finance and Budget Director, presented on the 2022 General Obligation Bond issuance, information included:

- 2022 General Obligation Bond issuance
- Projects funded
- Captial Improvement Program Funding Sources
- Bond Utilization
- Schedule

Discussion ensued regarding:

- Proposed allocation
- 2000 and 2005 election - voter approved
- Interest rates
- Expenditure timeframe

Motion was made by Councilmember Finn, seconded by Councilmember Edwards, to adop **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.

Upon vote, the motion carried unanimously 6 to 0.

20 R. Adoption of Short Term Rental Ordinance

Chris Hallett, Neighborhood and Human Service Director, presented on the short term rental ordinance, information included:

- Permit regulations
- Requirements
  - Emergency contact
  - Neighborhood notification
  - Sex offender background checks
  - Insurance
  - Advertisements
  - Civil penalties
  - Permit suspension
- Outreach campaign

Discussion ensued regarding:

- Homeowner Association Notification – is not included in State statute but can be included in outreach
- Public tool to view Short Term Rentals
- Appeal process
- Enforcement and suspension
- State or local limitation on number of Short Term Rentals allowed

Motion was made by Councilmember Edwards, seconded by Councilmember Finn, to adopt **ORD 2022-20**, a new Short Term Rental Ordinance, as requested by City Council at the September 13, 2022 Study Session.

Upon vote, the motion carried unanimously 6 to 0.

Call To The Public (Non-Agenda Items)

None.

Reports from City Manager:

21. Reports

A. Project Wet Video
A video highlighting the Project Wet event was presented.

B. Special Events Video

A video highlighting upcoming events was presented.

C. Pink Patch Project

Douglas Steele Deputy Police Chief shared information on the Pink Patch Project fundraiser for breast cancer awareness during the month of October.

Reports from Council Youth Liaisons:

Council Youth Liaison Dyer reported on:

- Youth Advisory Board Alumni mentorship initiative
- Attendance at the 2nd Saturday Event

Council Youth Liaison Agarwal reported on:

- Peoria Youth Survey

Reports from the Mayor:

None.

ADJOURNMENT:

Being no further business to come before the Council, the meeting was duly adjourned at 6:48 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 11th day of October, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 25th day of October, 2022.

(Seal)

_____
Lori Dyckman, City Clerk

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 8C.

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

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy District Manager

FROM: Cape Powers, Water Services Director

SUBJECT: Intergovernmental Agreement, Arizona Water Banking Authority and Peoria for Municipal and Industrial Firming

Purpose:

Discussion and possible action to enter into an agreement with the Arizona Water Banking Authority to establish an annual process to implement the direct transfer of long-term water storage credits for "firming" Central Arizona Project Municipal and Industrial priority water.

Summary:

For over twenty years, the Arizona Water Banking Authority (“AWBA”), an agency of the State of Arizona, has been accruing and acquiring long-term water storage credits (“credits”) that are located throughout Central and Southern Arizona. These credits are intended for distribution in the event of a “water shortage”, during which the Central Arizona Water Conservation District’s (“CAWCD”) diversions from the Colorado River to the Central Arizona Project (“CAP”) are insufficient to meet the ordered quantity of Municipal & Industrial (“M&I”) priority water. The action of distributing these credits to backfill reduced CAP supplies is called "firming" and it is important to note that only M&I priority subcontracts are firmed.

The City of Peoria may order up to 34,121 acre-feet of CAP water annually. Of this amount, 27,121 acre-feet is comprised of an M&I priority subcontract. The remainder, 7,000 acre-feet, is an Indian priority lease from the Gila River Indian Community and will not be part of this firming agreement.

In August 2022, the Bureau of Reclamation (“BOR”) declared a Tier 2a shortage on the Colorado River beginning in 2023. Based upon current CAP orders, next year’s Tier 2a shortage will not impact deliveries of M&I priority water. However, a Tier 3 shortage condition is likely for 2024, which will reduce the availability of M&I priority water by approximately 20% or less. If so, Peoria could expect to see a reduction of approximately 6,824 acre-feet, or 2.224 billion gallons of CAP water, as a result of this Federal action. Even so, the city will continue to provide safe and reliable drinking water to all of it currents patrons.

The AWBA may fulfill its firming obligation to Peoria by either: 1) distributing credits directly to

Peoria, known as direct distribution or 2) distributing credits to CAWCD and having CAP recover that volume of firmed water for delivery to Peoria. Entering into this Agreement will establish the annual process to implement the distribution of these credits and provides flexibility, which is necessary as presently CAP does not have the infrastructure capacity to fully support the volume of recovery necessary to firm all CAP M&I priority subcontractors.

There are no anticipated direct cost impacts of entering into this Agreement. However, if Peoria requests the AWBA firming obligation be fulfilled through direct distribution, the Agreement establishes Peoria is responsible for any administrative fees necessary to effectuate the assignment of AWBA credits to Peoria's Long-Term Storage Account.

Multiple subcontractors are simultaneously considering the attached agreement and there may be minor, insignificant changes to the final version. If meaningful, significant changes are proposed, staff will return to Council for consideration of the updated agreement.

Staff Recommendation:

Staff is recommending approval of the Agreement.

Fiscal Analysis:

No fiscal impact

ATTACHMENTS:

Intergovernmental Agreement between the Arizona Water Banking Authority and Peoria for M&I Firming

Contact Name and Number:
Cape Powers, (623) 773-7502

INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA WATER BANKING AUTHORITY AND <subcontractor> FOR M&I FIRMING

This Intergovernmental Agreement ("M&I Firming IGA") is made between the Arizona Water Banking Authority, an agency of the State of Arizona ("AWBA") and <Full Name> ("<Subcontractor>"), a municipal and industrial ("M&I") subcontractor of the Central Arizona Water Conservation District ("CAWCD"). <Subcontractor> and AWBA are sometimes each referred to in this IGA as a "Party" and collectively as the "Parties."

RECITALS

A. <Subcontractor> has the authority to receive Central Arizona Project ("CAP") M&I Priority water pursuant to Subcontract No. _____.

B. CAWCD's diversions from the Colorado River are subject to reductions during the Interim Period pursuant to Section 2.D of the *Colorado River Interim Guidelines for Lower Basin Shortages and Coordinated Operations for Lake Powell and Lake Mead* (73 Fed. Reg. 19873, 19886 (April 11, 2008)) ("2007 Guidelines") and pursuant to Section III.B.1 of the Lower Basin Drought Contingency Operations ("LBOps"), Exhibit 1 to the Lower Basin Drought Contingency Plan Agreement ("LBDCP").

C. The AWBA has accrued or acquired long-term storage credits ("Credits") that are intended to be distributed to CAWCD or to M&I subcontractors "to the extent necessary to meet the demands of M&I subcontractors during times in which CAWCD's diversions from the Colorado river have been or will be disrupted by shortages on the Colorado river or by disruptions in operation of the [CAP]," pursuant to Arizona Revised Statutes § 45-2457(B)(7).

D. On March 4, 2019, the AWBA adopted the AWBA Policy Regarding the Distribution of Long-Term Storage Credits for Firming CAP Municipal and Industrial Subcontractors ("M&I Firming Policy") to assist with Arizona's implementation of the LBDCP. Through 2026, the AWBA will distribute Credits to meet all reductions to CAP M&I subcontractors for scheduled M&I Priority water due to shortage reductions or required Drought Contingency Plan ("DCP") Contributions. The AWBA will use the operating experience gained during this period to inform future AWBA policies on Credit distribution.

E. M&I subcontractors may enter into a firming agreement with the AWBA to request a direct distribution of AWBA Credits for firming purposes pursuant to A.R.S. § 45-2457(B)(7).

F. The Parties desire to enter into this M&I Firming IGA to establish an annual process to implement the direct transfer of Credits for this purpose.

DEFINITIONS

In this M&I Firming IGA, the definitions of terms set forth in Arizona Revised Statutes Title 45, in the 2007 Guidelines, in the LBDCP, and in the LBOps are hereby incorporated by reference, unless such terms are defined otherwise herein. In addition to the terms defined in context within this M&I Firming IGA, the following terms shall have the following meanings:

1. "CAP M&I Priority Water" means CAP water having municipal and industrial delivery priority.

2. "Firming" shall have the same definition as that provided in the CAP System Use Agreement, dated February 2, 2017.

3. "Firming Water" shall have the same definition as that provided in the CAP System Use Agreement dated February 2, 2017.

4. "Full Order" means the M&I subcontractor's initial CAP water delivery order that has not been modified to account for the projected reduced CAP supply.

5. "Recovered Water" means the water resulting from the recovery of Credits from wells pursuant to a valid recovery well permit issued by the Arizona Department of Water Resources ("ADWR") pursuant to A.R.S. § 45-834.01.

6. "Water Shortage" means available CAP water is insufficient to fully meet the Full Orders of M&I subcontractors for CAP M&I Priority Water.

7. "Water Shortage Year" means a year in which a Water Shortage is in effect.

8. "Year" means a calendar year beginning on January 1 and ending on December 31 of the same year.

AGREEMENT

NOW THEREFORE, the parties hereby agree as follows:

1. Term. This M&I Firming IGA shall commence on the date of execution by all parties and continue in full force and effect until December 31, 2026, unless it is terminated as set forth in Sections 8 or 9.

2. M&I Firming Method. The AWBA may, in each Year of this M&I Firming IGA in which there is a Water Shortage, distribute Credits for Firming CAP M&I Priority Water directly to CAP M&I subcontractors in accordance with A.R.S. § 45-2457(B)(7) and the M&I Firming Policy if requested by the <Subcontractor>. This M&I Firming IGA does not obligate the AWBA to offer any Credits for direct distribution in any Year; nor does it obligate <Subcontractor> to accept any Credits through direct distribution in any Year. <Subcontractor> may request delivery of Firming Water from CAWCD in lieu of a direct distribution of Credits.

3. Firming Proposal

3.1. The AWBA shall evaluate the potential for a future Water Shortage in coordination with the Bureau of Reclamation ("BOR"), the CAWCD, and ADWR.

3.2. If BOR's April five-year probabilistic projections indicate a greater than fifteen percent probability of a Water Shortage in the third Year, the Parties shall begin consultations on the potential for Firming and the anticipated Firming method(s) that will be used (i.e., request for Firming Water and/or direct distribution of AWBA Credits). See Exhibit A, attached hereto and incorporated herein, for a graphical representation of activities occurring during this time period.

3.3. If the BOR's April 24-Month Study "Minimum Probable" forecast reflects a Water Shortage in the second Year, the Parties will assume the following activities, as further described in Exhibit A:

a) Within three (3) months following the April 24-Month Study, the Parties, in consultation with CAWCD, shall estimate the volume of CAP M&I Priority Water the AWBA shall firm for the potential Water Shortage Year. <Subcontractor> shall indicate the estimated number of Credits intended to be requested for direct distribution and/or the estimated volume of Firming Water to be delivered through the CAP.

b) If <Subcontractor> proposes to receive Credits directly from the AWBA, the Parties shall begin development of a "Firming Proposal," including the estimated number of Credits for direct distribution from the AWBA, whether <Subcontractor> intends to recover the Credits during the Water Shortage Year, the estimated volume of Firming Water to be delivered through the CAP (if applicable), and the participation of any delivery partners, as described in Section 4 of this M&I Firming IGA. <Subcontractor> may also identify preferred storage locations of Credits to be provided to subcontractor for AWBA consideration.

c) In the month of December following the activities described in Section 3.3.a, the AWBA shall report to its governing body the Firming Proposal, including the estimated number of Credits identified for direct distribution by the AWBA.

3.4. If BOR's April 24-Month Study "Most Probable" forecast reflects a Water Shortage in the following Year, the Parties shall confirm the Firming Proposal according to the following schedule (See Exhibit A, for activities occurring during this time period):

a) By May 1 of the Year prior to a projected Water Shortage Year, the AWBA shall provide an estimate of the volume of CAP water likely to be available to <Subcontractor>. This estimate shall be developed

in consultation with CAWCD, BOR and ADWR, but does not constitute a determination by the United States or CAWCD.

b) By May 15 of the Year prior to a projected Water Shortage Year, the <Subcontractor> shall provide an estimate of the number of Credits for direct distribution and the estimated volume of Firming Water for delivery through the CAP in the projected Water Shortage Year. The Firming Proposal shall be revised accordingly.

c) If the Firming Proposal includes the direct distribution of Credits to <Subcontractor>, the AWBA shall identify the location(s) of Credits for direct distribution to <Subcontractor> no later than August 1.

d) By September 1, the Parties shall confirm in writing the estimated volume of CAP M&I Priority Water the AWBA shall firm based on water availability estimates provided by CAWCD in response to the findings of the BOR's August 24-Month Study ("Firming Plan").

e) The AWBA shall incorporate as a component of its preliminary draft annual plan of operation ("APO") that is adopted pursuant to A.R.S. § 45-2456 the Firming Plan that will be implemented in the Water Shortage Year.

f) The AWBA shall provide its preliminary APO to <Subcontractor> at the same time it provides its preliminary APO to the public for comment.

g) By October 1, or such date as required by CAWCD, of that same Year, <Subcontractor> shall submit its Full Order for CAP Water to CAWCD for the following Year and include in its submittal the confirmed Firming method(s) identified in the Firming Plan.

h) The AWBA shall include in its final APO the final volume of CAP M&I Priority Water the AWBA shall firm based on <Subcontractor>'s Full Order submitted to CAWCD, the Firming Plan, and CAWCD's final accounting of M&I Priority supplies available for the Water Shortage Year.

4. Credit Distribution

4.1. The AWBA shall distribute Credits to <Subcontractor> for Firming in a Water Shortage Year pursuant to the Firming Plan and in accordance with State regulations and policies.

4.2. In determining the Credits that shall be distributed for a Water Shortage Year, the AWBA will take into consideration <Subcontractor's> location, recovery partnership agreements, recharge facilities where the <Subcontractor> has stored water, annual operational issues/needs, and

any other relevant concerns, including provisions in this M&I Firming IGA that may be applicable.

4.3. By accepting AWBA Credits in lieu of a Firming Water delivery from CAP, <subcontractor> agrees that:

a) The Credits received satisfy the Firming Plan for that Water Shortage Year, and

b) The Credits received shall not be sold, and

c) <Subcontractor> is responsible for all costs associated with the recovery of those Credits.

4.4. The AWBA shall distribute all Credits by December 31 of the Water Shortage Year as follows:

a) Credits shall be assigned using ADWR's procedures for assigning Credits in effect at the time of the assignment.

b) The AWBA may distribute Credits through the course of the Year with preference given to Credits that will be recovered by <Subcontractor> during the Water Shortage Year.

c) The AWBA shall assign Credits in accordance with the Firming Plan for that Water Shortage Year. The Parties shall coordinate regarding completion and submittal to ADWR of any forms necessary for assignment of Credits.

d) <Subcontractor> shall pay any administrative fees established by ADWR to effectuate the assignment of AWBA Credits to <Subcontractor's> Long-Term Storage Credit Account.

5. Amendments to a Firming Plan

5.1. <Subcontractor> and AWBA shall amend the Firming Plan included in the APO during a Water Shortage Year if any of the following apply:

a) There are substantive changes to the volume of the Water Shortage as applicable to <Subcontractor> that affect the Firming Plan included in the APO.

b) The Firming Plan included in the APO cannot be implemented as anticipated during the Water Shortage Year.

5.2. Any amendments to the Firming Plan included in the AWBA's APO resulting from Section 5.1 shall be through mutual agreement between <Subcontractor> and the AWBA.

5.3. If necessary, the AWBA shall amend its APO for the Year to identify any substantive changes to the Firming Plan.

6. Water Quality. The AWBA does not warrant the quality of Recovered Water from Credits distributed by the AWBA pursuant to this M&I Firming IGA and the AWBA is under no obligation to construct or furnish water treatment facilities to maintain or better the quality of any Recovered Water by <Subcontractor>. <Subcontractor> assumes all responsibility for meeting applicable water quality standards established by federal, state or local authorities. <Subcontractor> waives its rights to make a claim against the AWBA for the quality of <Subcontractor's> Recovered Water.

7. Default. Unless otherwise provided, the failure of either Party to perform any material term, covenant, or condition of this M&I Firming IGA results in default of that Party if that failure continues for thirty days following the receipt of written notice from the other Party.

8. Remedies. If an event of default occurs, the non-defaulting Party may immediately terminate this M&I Firming IGA by written notice to the defaulting Party and/or may pursue specific performance.

9. Termination of Contract. In addition to other rights set forth elsewhere in this M&I Firming IGA, each Party reserves the right to terminate this M&I Firming IGA, without cause, effective thirty (30) calendar days after receipt of written notice of termination to the other Party. If this M&I Firming IGA is terminated during a Shortage Year, such termination shall not terminate any commitments, obligations or benefits of either Party for the current Shortage Year.

10. Miscellaneous Provisions.

10.1. Interpretation. This M&I Firming IGA is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona.

10.2. No Third-Party Beneficiaries. This M&I Firming IGA is solely for the benefit of the Parties and does not create, nor shall it be construed to create, rights in any third party unless expressly provided herein. No third party may enforce the terms and conditions of this M&I Firming IGA.

10.3. Conflict of Interest. This agreement is subject to cancellation by any Party pursuant to A.R.S. § 38-511 if any person significantly involved in the agreement on behalf of the State of Arizona or the Water Bank is an employee or consultant of the <Subcontractor> at any time while the agreement or any extension of the agreement is in effect.

10.4. Permits. The Parties shall obtain and maintain all licenses, permits and authority necessary to perform their obligations pursuant to this M&I Firming IGA, and shall comply with all applicable state, federal and local

laws, including but not limited to those regarding employment insurance, disability insurance and worker's compensation. This M&I Firming IGA does not relieve either party from any obligation or responsibility imposed upon it by law.

10.5. No Employment. Neither Party shall be considered an officer, employee or agent of the other. No monitoring or supervisory responsibility over the other Party's activities arises as a result of, or pursuant to, this M&I Firming IGA other than as expressly provided herein.

10.6. Severability. The provisions of this M&I Firming IGA are severable to the extent that if any provision is held unenforceable under applicable law, the remaining provisions of the M&I Firming IGA shall remain in effect.

10.7. No Indemnification. Each Party to this M&I Firming IGA is independently responsible in the event of its own negligence. Neither Party agrees to indemnify the other Party.

10.8. Resolution of Disputes. The Parties shall attempt to resolve all claims, disputes, controversies, or other matters in question between the Parties arising out of, or relating to, this M&I Firming IGA ("Dispute") promptly, equitably, and in a good faith manner. Any Dispute arising out of this M&I Firming IGA is subject to arbitration to the extent required by A.R.S. §§ 12-133 and 12-1518.

10.9. Amendments. This M&I Firming IGA may be modified, amended, or revoked only by the express written agreement of the Parties.

10.10. Entire Agreement. This M&I Firming IGA constitutes the entire agreement between the Parties as to the subject matter described herein and no understandings or obligations not expressly set forth in this M&I Firming IGA are binding upon the Parties. Nothing in this M&I Firming IGA shall amend or otherwise modify any other existing written contracts between or amongst the Parties.

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

10.12. Captions. All captions, titles, or headings in this M&I Firming IGA are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this M&I Firming IGA.

10.13. Rules, Regulations and Amendment or Successor Statutes. All references in this M&I Firming IGA to the Arizona Revised Statutes include all rules and regulations promulgated by ADWR under such statutes and all amendment

statutes and successor statutes, rules, and regulations to such statutes, rules, and regulations existing as of the date of this M&I Firming IGA.

10.14. Notices. Any notice, demand, or request authorized or required by this M&I Firming IGA shall be in writing and shall be deemed to have been duly delivered by email to a valid email address designated by the Parties, or if mailed, first-class or delivered, to the following address:

For the AWBA:	Manager Arizona Water Banking Authority P.O. Box 36020 Phoenix, Arizona 85067-6020 [insert email address]
For the <subcontractor>:	<subcontractor> Attn: <contact> Address 1 address 2 email address

The designation of the address or addressee, including email addresses, may be changed by notice given as provided in this Section.

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

10.15. Equal Opportunity. The Parties shall comply with State Executive Order No. 75-5, as amended by State Executive Order No. 2009-9, and all other applicable Federal and State laws, rules and regulations relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.

10.16. Records and Inspections. All books, accounts, reports, files and other records in relation to this M&I Firming IGA shall be subject at all reasonable times to inspection and audit by the Parties throughout the term of this M&I Firming IGA and for a period of five years after the completion of this M&I Firming IGA. Upon request, a Party must produce the original of any or all such records for inspection.

10.17. Uncontrollable Forces. No Party will be considered to be in default in the performance of any of its obligations hereunder (other than obligations to make payments) when a failure of performance is due to Uncontrollable Forces. The term "Uncontrollable Forces" shall mean any cause beyond the control of the Party unable to perform such obligation, including, but not limited to, failure of or threat of failure of facilities, flood, earthquake, storm, fire, lightning and other natural catastrophes, epidemic, pandemic, war, riot,

civil disturbance or disobedience, strike, labor dispute, labor or material shortage, sabotage, terrorism, or restraint by court order or public authority, and action or nonaction by, or failure to obtain the necessary authorizations or approvals from, any governmental agency or authority, which by exercise of due diligence such Party could not reasonably have been expected to avoid and which by exercise of due diligence it shall be unable to overcome. Drought is not an Uncontrollable Force for the purposes of this M&I Firming IGA. Nothing contained herein shall be construed to require a Party to settle any strike or labor dispute in which it is involved.

10.18. This M&I Firming IGA may be executed in counterparts, each of which shall be an original and all of which, together, shall constitute only one M&I Firming IGA.

IN WITNESS WHEREOF, both the <subcontractor> and the AWBA have executed this M&I Firming IGA.

[Signature pages follow]

ARIZONA WATER BANKING AUTHORITY

By:_____

Thomas Buschatzke, Chair

Date:_____

Attest:

By:_____

Alexandra Arboleda, Secretary

Date:_____

Approved as to Form:

By: _____

[Name], Counsel

Date:_____

<SUBCONTRACTOR>

By:_____

Name, Title

Date:_____

Attest:

By: _____

Name, Title

Date:_____

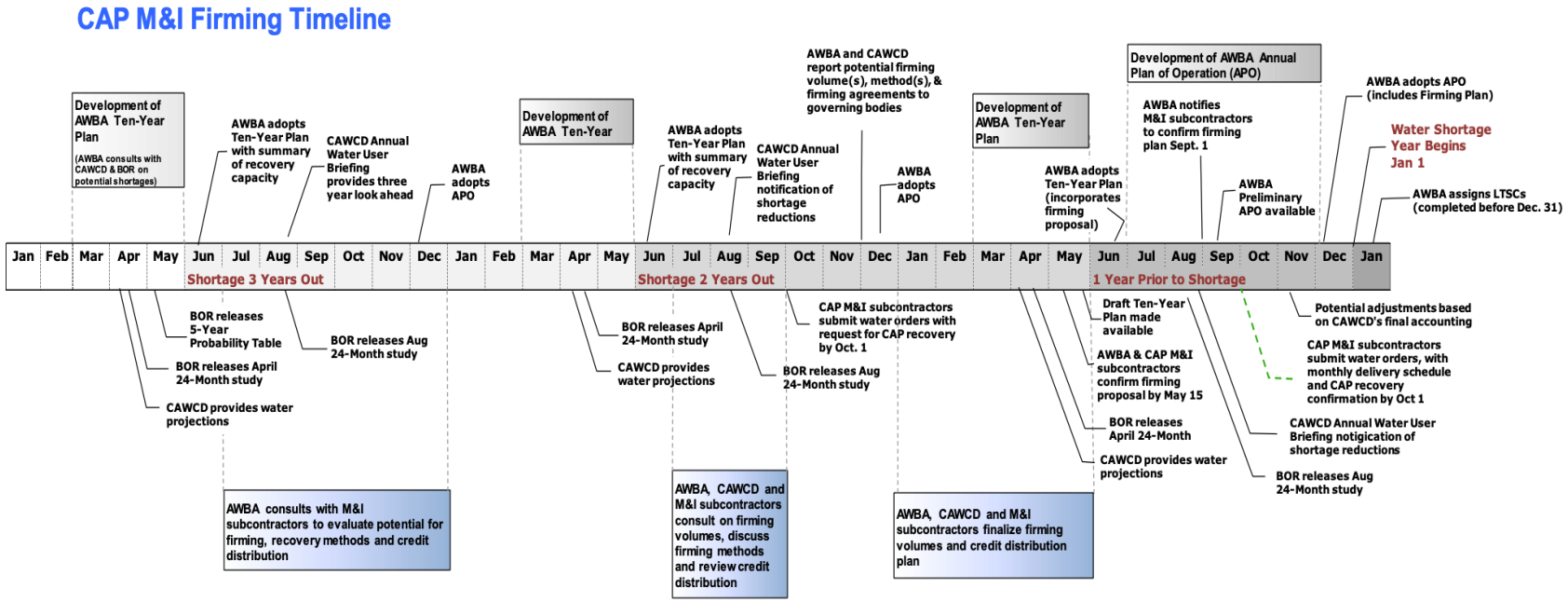
Approved as to Form:

By: _____

[Name], Counsel

Date:_____

Exhibit A


CAP M&I Firming Timeline
Development of AWBA Ten-Year Plan
(AWBA consults with CAWCD & BOR on potential shortages)
AWBA adopts Ten-Year Plan with summary of recovery capacity
CAWCD Annual Water User Briefing provides three year look ahead
AWBA adopts APO
Development of AWBA Ten-Year
AWBA adopts Ten-Year Plan with summary of recovery capacity
CAWCD Annual Water User Briefing notification of shortage reductions
AWBA and CAWCD report potential firming volume(s), method(s), & firming agreements to governing bodies
AWBA adopts APO
Development of AWBA Ten-Year Plan
AWBA adopts Ten-Year Plan (incorporates firming proposal)
Development of AWBA Annual Plan of Operation (APO)
AWBA notifies M&I subcontractors to confirm firming plan Sept. 1
AWBA Preliminary APO available
AWBA adopts APO (includes Firming Plan)
Water Shortage Year Begins Jan 1
AWBA assigns LTSCs (completed before Dec. 31)
Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr May Jun Jul Aug Sep Oct Nov Dec Jan
Shortage 3 Years Out
Shortage 2 Years Out
1 Year Prior to Shortage
BOR releases 5-Year Probability Table
BOR releases April 24-Month study
CAWCD provides water projections
BOR releases Aug 24-Month study
BOR releases April 24-Month study
CAWCD provides water projections
BOR releases Aug 24-Month study
CAP M&I subcontractors submit water orders with request for CAP recovery by Oct. 1
Draft Ten-Year Plan made available
AWBA & CAP M&I subcontractors confirm firming proposal by May 15
BOR releases April 24-Month
CAWCD provides water projections
Potential adjustments based on CAWCD's final accounting
CAP M&I subcontractors submit water orders, with monthly delivery schedule and CAP recovery confirmation by Oct 1
CAWCD Annual Water User Briefing notigication of shortage reductions
BOR releases Aug 24-Month study
AWBA consults with M&I subcontractors to evaluate potential for firming, recovery methods and credit distribution
AWBA, CAWCD and M&I subcontractors consult on firming volumes, discuss firming methods and review credit distribution
AWBA, CAWCD and M&I subcontractors finalize firming volumes and credit distribution plan

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 9C.

Date Prepared: 10/12/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Art Miller, Chief of Police

SUBJECT: Agreement, United States Department of Justice, Drug Enforcement Administration and the City of Peoria Police Department

Purpose:

Discussion and possible action to (a) approve renewal of an Agreement between the Peoria Police Department and the Drug Enforcement Administration (DEA) and assign an officer to the DEA Task Force for a period of not less than two years, and (b) approve a budget amendment in the amount of $19,840 from the Proposed Grants Contingency Account to the Federal DEA Intergovernmental Agreement Fund Account to provide expenditure authority for overtime.

Summary:

The goal of the DEA Task Force is to disrupt illicit drug traffic in the Arizona area by immobilizing targeted violators and trafficking organizations. They do this by gathering and reporting intelligence data related to the drug trafficking and conducting undercover operations and investigations in order to provide effective prosecution. As a participant in this partnership, the City of Peoria Police Department will assign an experienced officer to the DEA Task Force for a period of not less than two years.

The officer assigned to the task force will receive specialized training and equipment to address the trafficking of controlled substances. To support the goals of the DEA Task Force, the DEA will reimburse overtime expenses for the DEA task force officer in an amount not to exceed $19,840.75 during the term of the agreement.

The Peoria Police Department is committed to the pursuit and prosecution of offenders involved in illicit drug trafficking. By collaborating with this multi-agency team, the efforts will result in the prosecution of offenders in the courts of Arizona and the United States.

This agreement will be effective from October 1, 2022, through September 30, 2026.

Previous Actions/Background:

City Council has previously approved agreements with DEA. This will be the seventeenth year

that the Peoria Police Department has partnered with the DEA.

Staff Recommendation:

Staff recommends: (A) renewing the Agreement between the Peoria Police Department and the Drug Enforcement Administration and assign an officer to the DEA Task Force for a period of not less than two years, and (b) approve a budget amendment in the amount of $19,840.75 from the Proposed Grants Contingency Account to the Federal DEA IGA Fund Account to provide expenditure authority for overtime.

Fiscal Analysis:

Request a budget adjustment in the amount of $19,840.75 from the Proposed Grants Contingency Account (7990-7990-570000) to the Federal DEA IGA Fund Account (7525-7775-510200), thus providing expenditure authority.

The DEA will provide reimbursement for overtime expenses resulting from the officer's participation on the DEA Task Force. Overtime reimbursement will not exceed $19,840.75.

ATTACHMENTS:

FY2023 Peoria PD - DEA Task Force Agreement

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

PROGRAM - FUNDED
STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this **1st day of October 2022**, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the **Peoria Police Department, ORI#AZ0072100** (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the state of Arizona area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Arizona, the parties hereto agree to the following:

1. The **Phoenix Task Force** will perform the activities and duties described below:
    a. disrupt the illicit drug traffic in the Arizona area by immobilizing targeted violators and trafficking organizations;
    b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and,
    c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the task force's activities will result in effective prosecution before the courts of the United States and the state of Arizona.
2. To accomplish the objectives of the Phoenix Task Force, the parent agency agrees to detail **one (1)** experienced officers to the Phoenix Task Force for a period of not less than two years. During this period of assignment, the parent agency officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.
3. The parent agency officers assigned to the task force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the task force.
4. The parent agency officers assigned to the task force shall be deputized as task force officers of DEA pursuant to 21 USC § 878.
5. To accomplish the objectives of the Phoenix Task Force, DEA will assign six (6) special agents to the task force. The parent agency agrees to provide and maintain a vehicle for use for each of its assigned task force officers. DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA special agents and parent agency officers assigned to the task force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Phoenix Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the task force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. ***Note: Task Force Officer's overtime shall not include any costs for benefits, such as retirement, FICA, and other expenses.***
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.
11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, *Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements*. The parent agency acknowledges that this agreement will not take effect and no federal funds will be awarded to the parent agency by DEA until the completed certification is received.

12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with federal money and (2) the dollar amount of federal funds for the project or program.
13. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on 30 days' advance written notice. DEA's support to the task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Cheri A. Oz, Special Agent in Charge **Date**
Phoenix Field Division

For the Peoria Police Department:

Art Miller, Chief of Police **Date**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 10C.

Date Prepared: 10/2/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Contract Amendment, Point Engineers, 67th Ave Corridor Improvement Project

Purpose:

Discussion and possible action to approve a Contract Amendment in the amount of $1,692,908 with Point Engineers pursuant to Contract ACON20821, to provide final design services for the 67th Avenue Corridor Improvement Project, in accordance with budget authority previously approved by Council.

Summary:

The City has been working to improve drainage and traffic flow along the 67th Avenue corridor between Pinnacle Peak Road and Happy Valley Road. In 2007, the City annexed this segment of roadway from Maricopa County. 67th Avenue is bordered to the east by the City of Phoenix and to the south by the City of Glendale. Because elements of the project have impacts and causes extending beyond City borders, funding for the project includes a variety of sources from both the City and external entities.

To address the 67th Avenue corridor improvements, the City's FY 2023-2032 Capital Improvement Program (CIP) includes three separate projects, roadway (67th Avenue Widening Pinnacle Peak Road to Happy Valley Road), drainage (67th Avenue & Pinnacle Peak Regional Drainage Improvements), and waterline (67th Avenue 16-Inch Waterline, Pinnacle Peak Road to Hatfield Road). While there are three separate CIP projects, because they occupy the same roadway corridor, it was determined that the best approach to completing these projects is to design and ultimately construct all three of the projects together as if it were a single project. The result is a reduction in project costs, schedule, and overall impact to the residents and businesses along the corridor during construction.

Staff contracted with Point Engineers for preliminary design services that included identifying existing conditions, data collection, updating traffic volumes and projections, roadway geometrics, right-of-way evaluation, utility coordination, public involvement, and construction cost estimates. The preliminary design services provided the City with the initial engineering needed to move forward with the final design. The City administratively awarded Contract Amendment

No. 1 with Point Engineers for underground utility investigation services. Contract Amendment No. 2 is to provide final design services. Final design services include preparation of construction documents including engineering plans, specifications, memorandum/reports, utility relocations, right-of-way acquisition assistance, and public outreach assistance to complete the construction of the improvements for all three CIP projects.

Upon project completion, 67th Avenue will be widened from a four-lane roadway to six lanes with bike lanes between Pinnacle Peak Road and Happy Valley Road. Intersection improvements at 67th Avenue and Happy Valley Road include the addition of dual left turn lanes in each direction and a new dedicated southbound to westbound dedicated right turn lane. This intersection is within the City of Phoenix's jurisdiction however, City of Peoria residents and businesses will benefit from the improvements as well.

Proposed drainage improvements along the corridor will alleviate the nuisance roadway flooding regularly occurring along 67th Avenue during rainfall storm events. The improvements will also provide storm water flood protection to the residents between 67th Avenue and New River south of Hatfield Road.

Finally, a new water line will be installed along 67th Avenue between Pinnacle Peak Road and Hatfield Road. This will improve the City's water infrastructure and services to the residents and businesses in the area, as well as provide system redundancy in the event of outages.

All preliminary design tasks have been completed. The land acquisition phase of the project will begin in winter 2022. Utility relocation work, pending acquisition of the required public rights-of-way and public utility easements, is scheduled to begin in summer 2023. Roadway and drainage improvements are tentatively scheduled for fall 2024 following utility relocation.

Previous Actions/Background:

August 13, 2019 - City Council adopted Resolution No. 2019-109 for loan authorization with the Water Infrastructure Finance Authority of Arizona (WIFA). Improvements to be funded with the WIFA loan include construction of drainage improvements addressing storm water runoff and flooding mitigation.

November 10, 2020 - City Council approved an Intergovernmental Agreement (IGA) with the Flood Control District of Maricopa County (District). The District has agreed to fund 50% of the project costs or an estimated $2,650,000 for the design, rights-of-way, land acquisition, and utility relocations for the 67th Avenue and Pinnacle Peak Road Regional Drainage Improvements.

August 26, 2021 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded the initial contract with Point Engineers for preliminary design services in the amount of $691,684. These preliminary design services provided the city with the initial engineering needed to move forward with the final design.

October 26, 2021 - City Council approved an Intergovernmental Agreement (IGA) with the State

of Arizona. Through the IGA, ADOT issued the City $8,500,000 that was appropriated by the State for drainage improvements on 67th Avenue.

May 10, 2022 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded Contract Amendment No. 1 with Point Engineers for underground utility investigation services in the amount of $56,225. This work supplemented the preliminary design.

Council previously approved each of these projects during the FY23 budget adoption process.

Staff Recommendation:

Staff recommends approval of Contract Amendment No. 2 in the amount of $1,692,908, with Point Engineers to provide final design services for the 67th Avenue Corridor Improvement Project.

Fiscal Analysis:

Contract Amendment No. 2 is in the amount of $1,692,908, for an aggregate contract amount of $2,440,817.

Funding for this Contract Amendment is available in the roadway, drainage, and waterline CIP projects for the 67th Avenue Corridor. Funding is also available in the Section 12 Neighborhood Drainage Improvements CIP project that contains WIFA funding. A portion of the WIFA loan was approved for the construction of drainage improvements to mitigate the flooding impact to neighborhoods located between Hatfield Road and Pinnacle Peak Road and 67th Avenue and the New River.

The following projects have funding available within the FY2023-FY2032 Capital Improvement Program:

- Section 12 Neighborhood Drainage Improvements (2272-2298-543004-CIPDR-EN00119), WIFA Funding - $841,170
- 67th Avenue & Pinnacle Peak Regional Drainage Improvements (4810-4810-543001-CIPDR-EN00651) - $505,000
- 67th Avenue, Pinnacle Peak to Happy Valley (4810-4810-543010-CIPST-EN00100) - $233,240
- 67th Avenue 16-inch Waterline, Pinnacle Peak to Hatfield (2050-2140-543002-CIPWR-UT00440) - $113,500

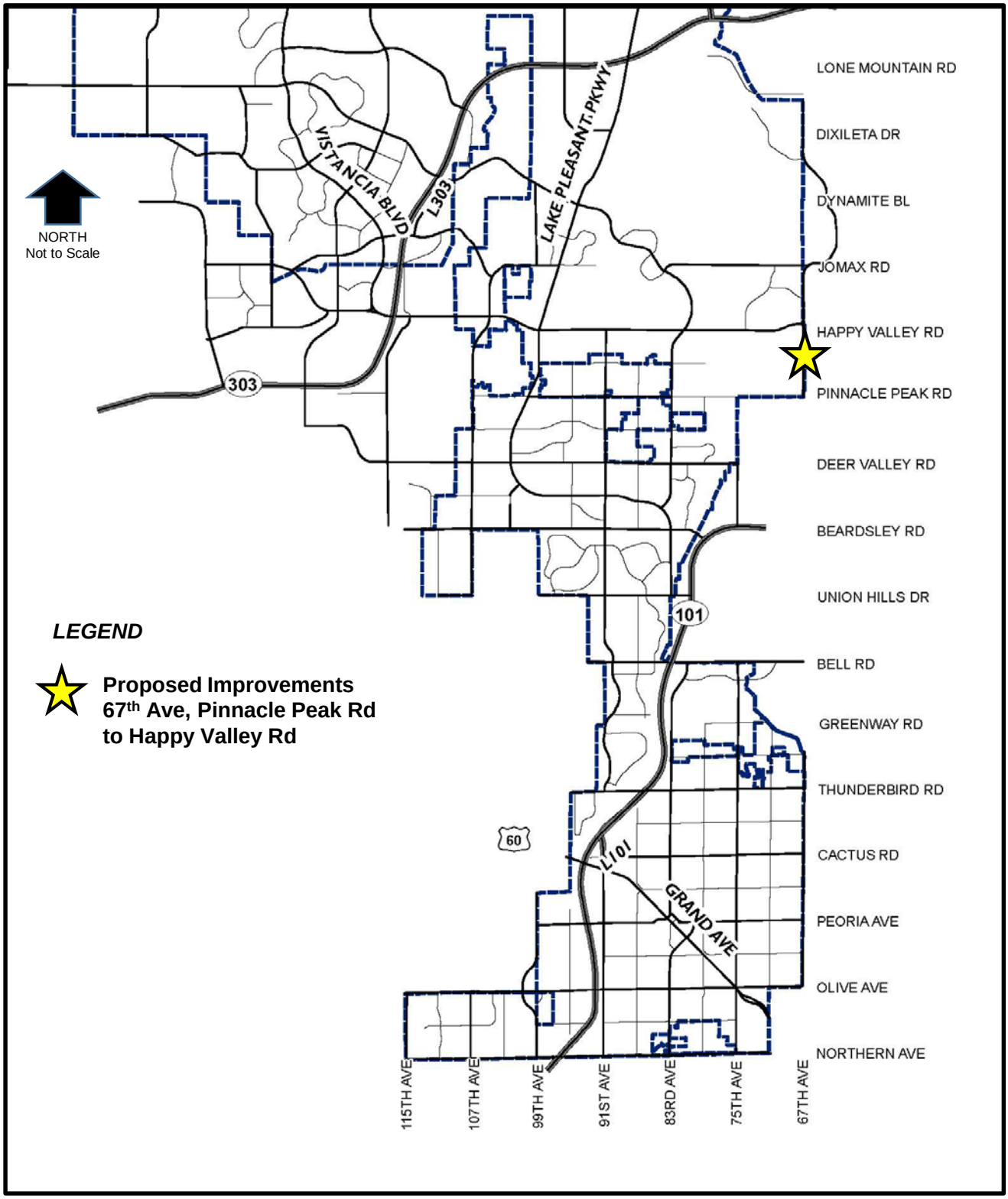
ATTACHMENTS:

Vicinity Map
Location Map

Contact Name and Number:
Adina C. Lund, P.E., (623) 773-7249

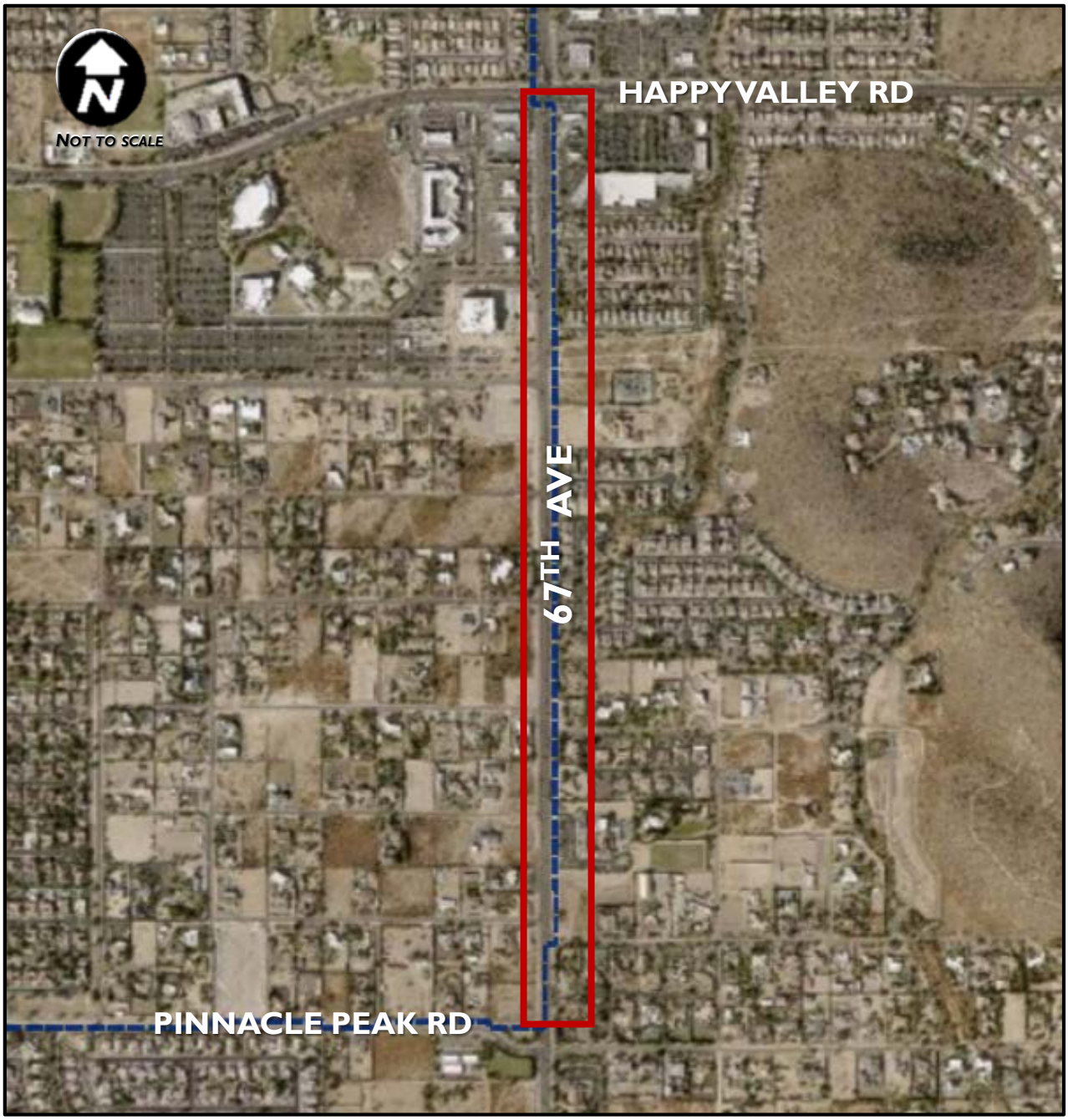
City of Peoria
Development & Engineering

67th Ave, Pinnacle Peak Rd
to Happy Valley Rd
EN00100, EN00651, UT00440
Vicinity Map



City of Peoria
Development & Engineering

67th Ave, Pinnacle Peak Rd
to Happy Valley Rd
EN00100, EN00651, UT00440
Location Map



LEGEND

Proposed Improvements

GIS
City of Peoria Arizona
NOTE
Map based on imprecise source information, subject to change and FOR GENERAL REFERENCE ONLY.

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 11C.

Date Prepared: 10/2/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy District Manager

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

SUBJECT: Contract Amendment, FPS Civil, LLC, 75TH Avenue Water Line; Cholla Street to Thunderbird Road

Purpose:

Discussion and possible action to approve a Contract Amendment in the amount of $151,315 with FPS Civil, LLC pursuant to Contract LCON04021, to provide water line construction services for the 75th Avenue Water Line, Cholla Street to Thunderbird Road project, in accordance with budget authority previously approved by Council.

Summary:

Delivering water to customers throughout Peoria requires complex infrastructure and miles of pipeline. In older areas of the City, some waterlines are reaching the end of their useful life resulting in frequent breaks and associated disruptions in service. For this reason, the City works to replace and rehabilitate aging water mains. The City's construction projects include both water system repairs and new facilities. As part of this effort, the City's FY2023-FY2032 Capital Improvement Program (CIP) includes the Water Line Assessment and Replacement project for the identification, design, and replacement of small diameter water mains throughout the city to minimize main breaks, service outages, and property damage.

The 75th Avenue Water Line project was undertaken to increase system reliability by replacing aging water lines in 75th Avenue that have reached the end of their service life. During construction, it was discovered that a lateral connection at Cholla Street, the southern terminus of the project, was still connected to the old system. When the old system was abandoned, this connection was terminated. In order to provide a robust and redundant water system to the residents east of 75th Avenue, additional work was administratively approved through Contract Amendment No. 2. The work to be completed through this Contract Amendment No. 3 includes additional paving and sewer line abandonment work to address conditions encountered during construction.

Construction is expected to be completed in fall 2022.

Previous Actions/Background:

August 3, 2020 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded a contract for design and post-design civil engineering services to Kimley-Horn and Associates, Inc.

May 19, 2021 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded Contract Amendment No. 1 to Kimley-Horn and Associates, Inc. for additional design services due to unforeseen design conditions.

August 17, 2021 - City Council approved the contract with FPS Civil, LLC for construction of the water line.

February 10, 2022 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded Contract Amendment No. 1 with FPS Civil, LLC for additional construction services to include a quantity revision to pavement removal and replacement.

May 3, 2022 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded Contract Amendment No. 2 to Kimley-Horn and Associates, Inc. for additional design services for new lateral crossing.

September 19, 2022 - The City Attorney's Office, Materials Management Division, and the Development and Engineering Department administratively approved and awarded Contract Amendment No. 2 with FPS Civil, LLC for additional construction services due to a drop main conflict.

Staff Recommendation:

Staff recommends approval of Contract Amendment No. 3 in the amount of $151,315.76 with FPS Civil, LLC to provide additional water line construction services for the 75th Avenue Water Line, Cholla Street to Thunderbird Road project.

Fiscal Analysis:

Contract Amendment No. 3 is in the amount of $151,315.76, for an aggregate contract amount of $2,894,459.35.

Funding is available in the Water Line Assessment and Replacement project in the FY2023-2032 Capital Improvement Program. Payments will be made from the Water Fund Accounts 2050-2140-543002-CIPWR-UT00335 and 2050-2140-543011-CIPWR-UT00335.

ATTACHMENTS:

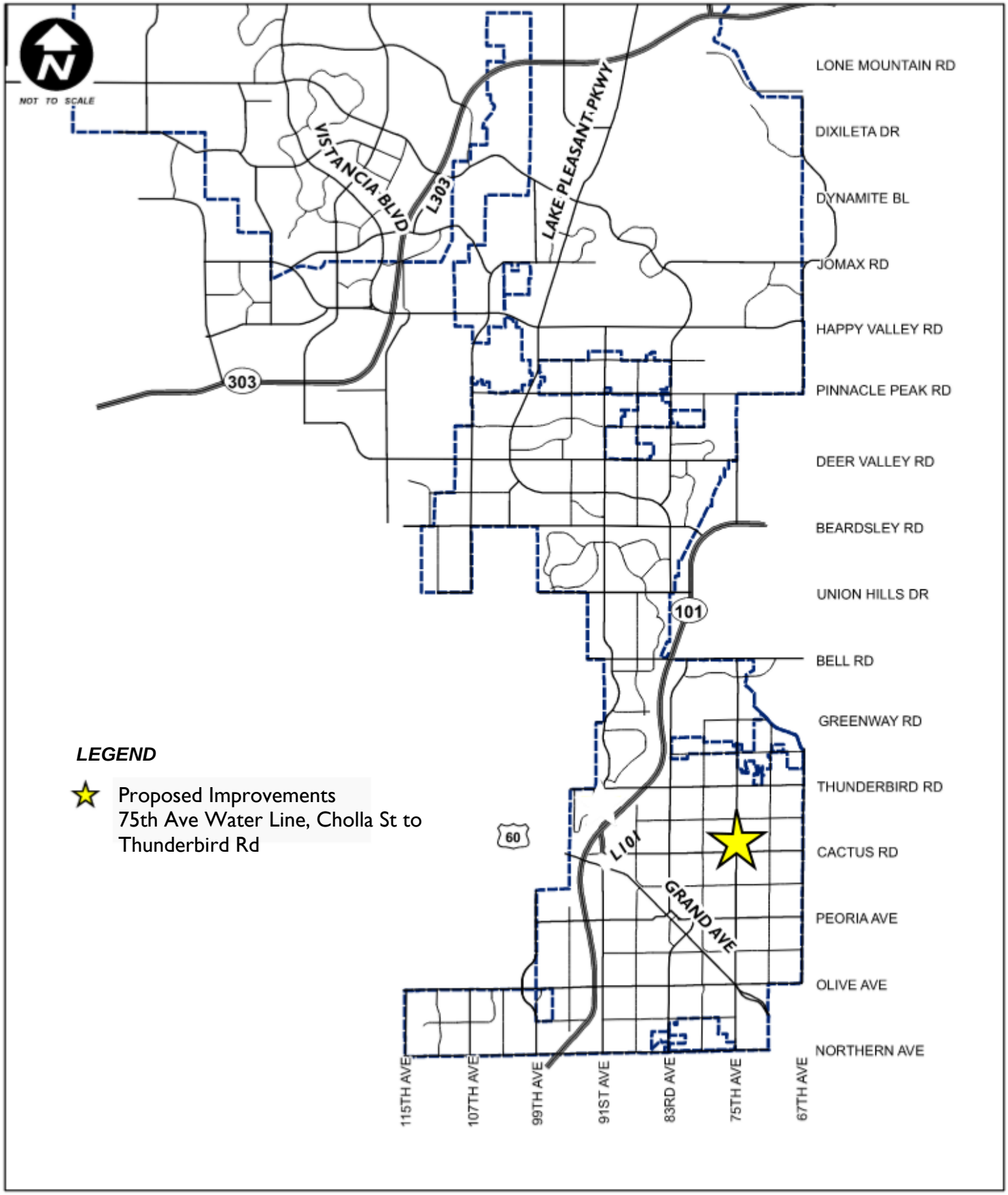
Vicinity Map
Location Map

Contact Name and Number:

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

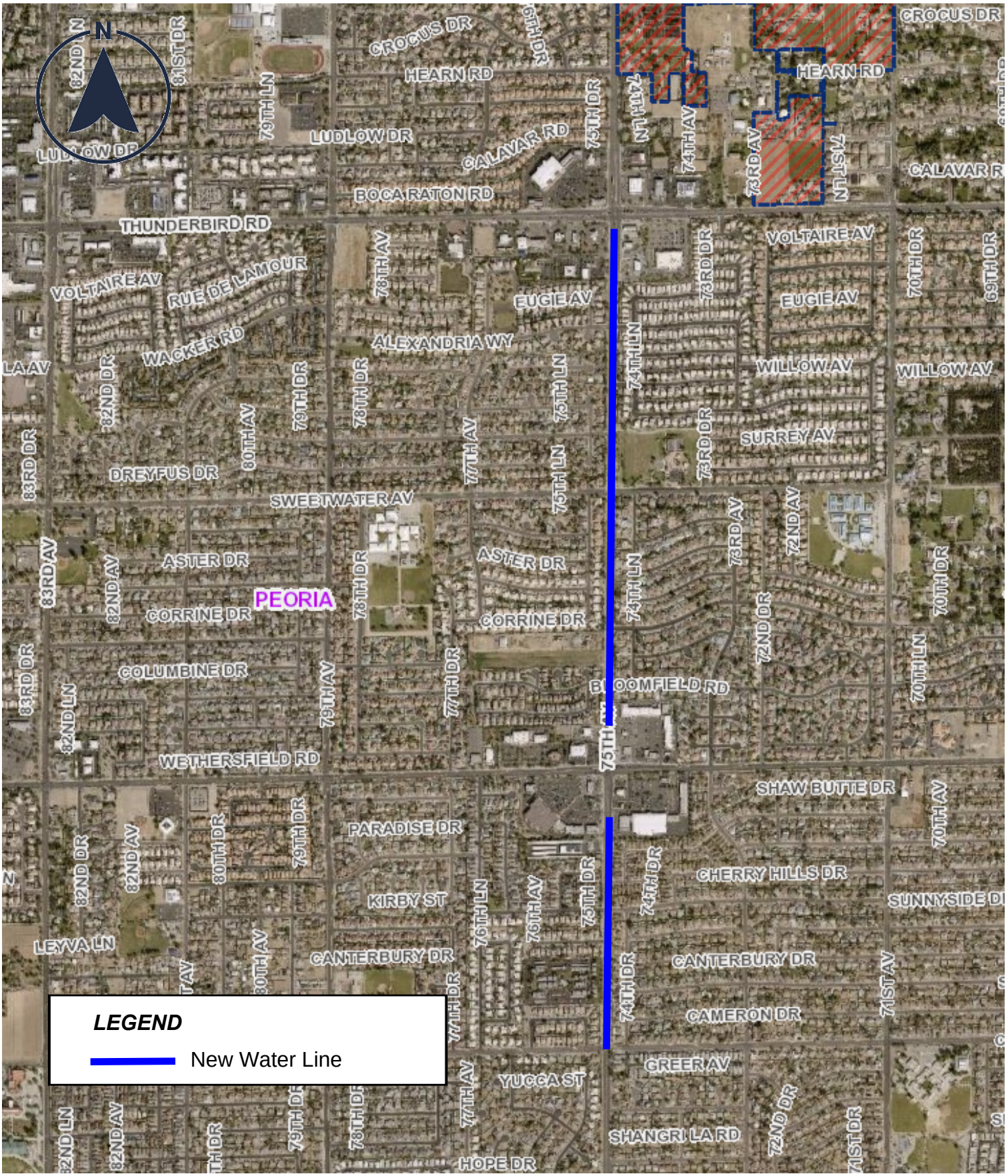
City of Peoria
DEVELOPMENT AND ENGINEERING

75th Ave Water Line,
Cholla St to Thunderbird Rd
UT00335
Vicinity Map



City of Peoria
DEVELOPMENT AND ENGINEERING

75th Ave Water Line,
Cholla St to Thunderbird Rd
UT00335
Location Map



CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 12C.

Date Prepared: 8/11/2022 Council Meeting Date: 10/25/2022

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:

Ownership Boundaries
Development Agreement

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

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;

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

CVL CONSULTANTS

Legal Description for
Aloravita South
Ashton Woods North Parcel
April 12, 2022

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;

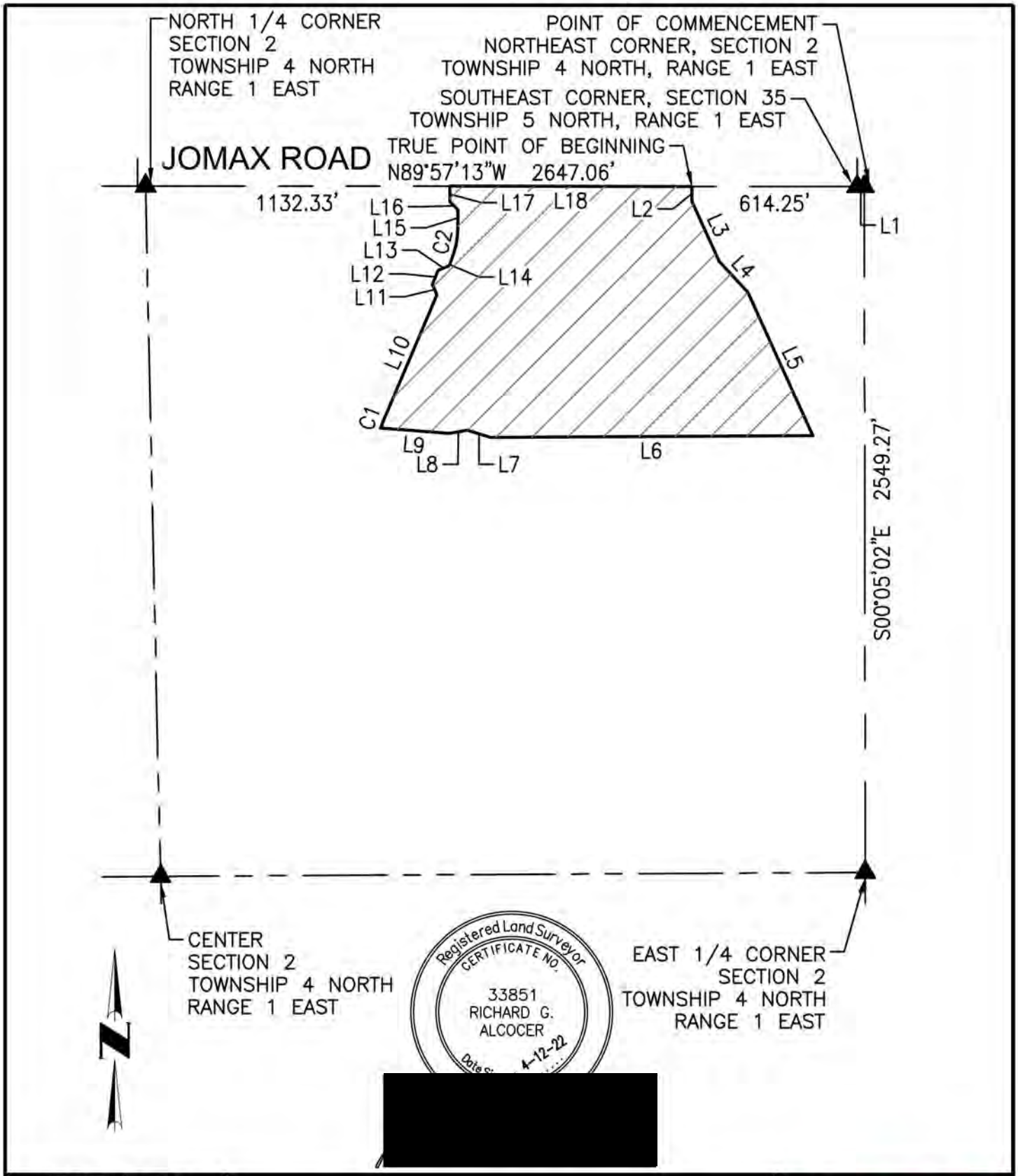
Thence South 89°57'13" East, along said North line, a distance of 900.48 feet to the True Point of Beginning.

Containing 1,121,176 Square Feet or 25.739 Acres, more or less.



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

CVL CONSULTANTS



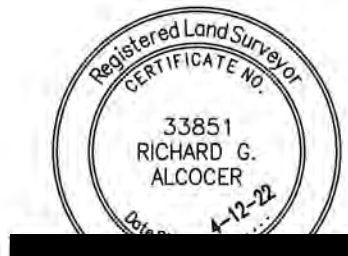
SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	ASHTON WOODS NORTH PARCEL	1 OF 2

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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'



[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

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ALORAVITA SOUTH
ASHTON WOODS NORTH PARCEL

The date and time is
4/8/2022 2:31 PM

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BOUNDARY

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S24°19'15.6586" E 584.92

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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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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;

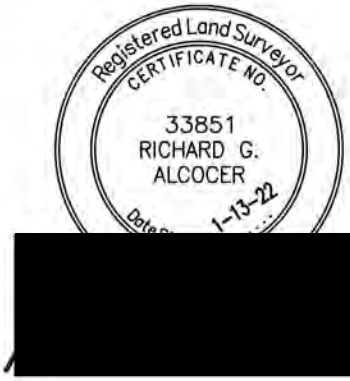
4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

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Thence North 89°55'17" East, a distance of 462.95 feet;

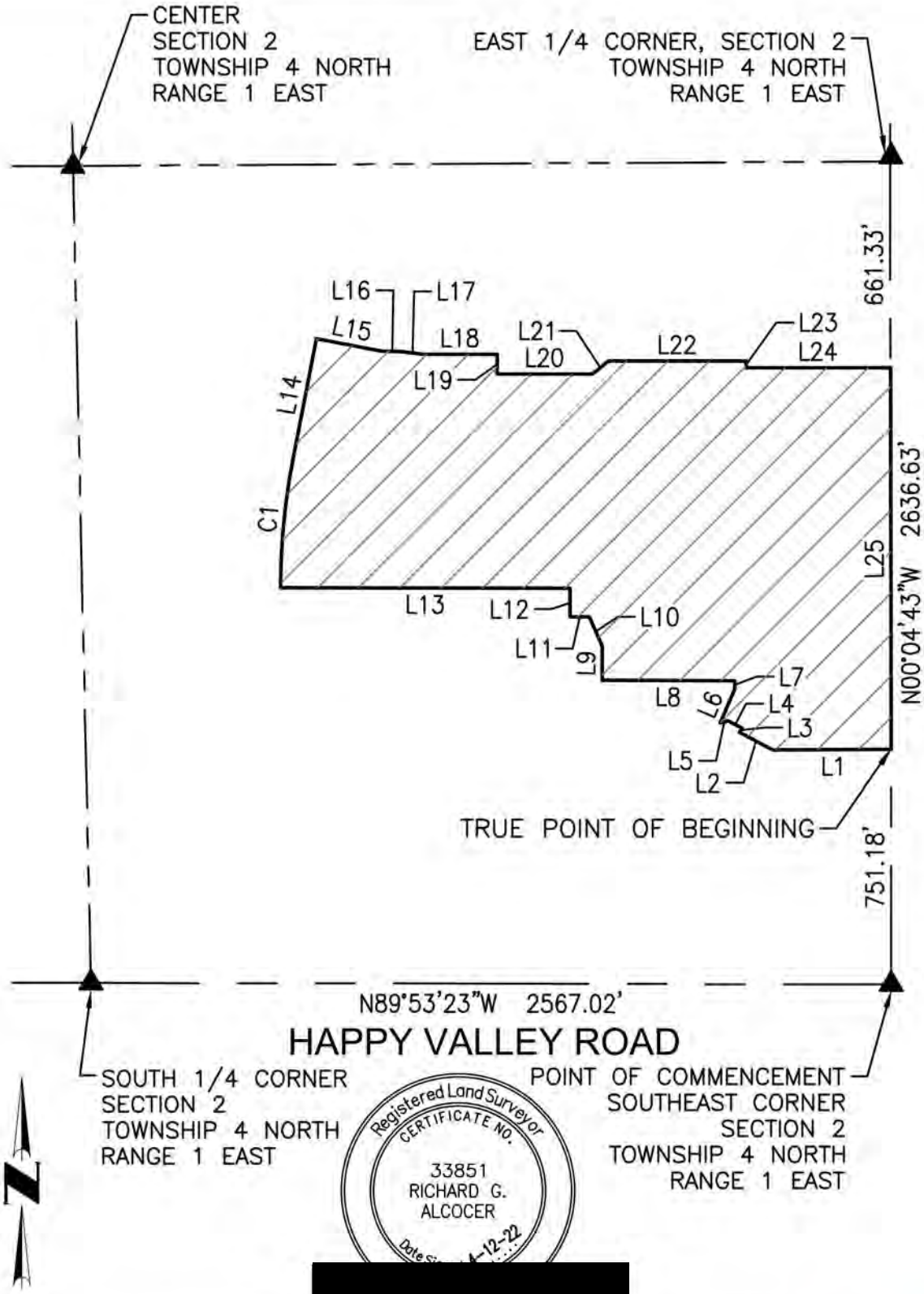
Thence South 00°04'43" East, a distance of 1,224.11 feet to the True Point of Beginning.

Containing 1,786,817 Square Feet or 41.020 Acres, more or less.



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[redacted]

SCALE 1" = 500'

EXHIBIT

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ALORAVITA SOUTH

ASHTON WOODS
SOUTH PARCEL

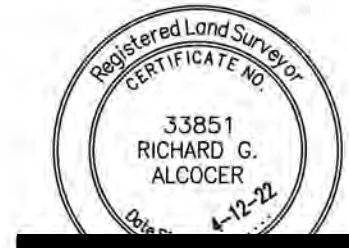
CVL CONSULTANTS

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'



[redacted]

NO SCALE

EXHIBIT

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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

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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



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;

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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.

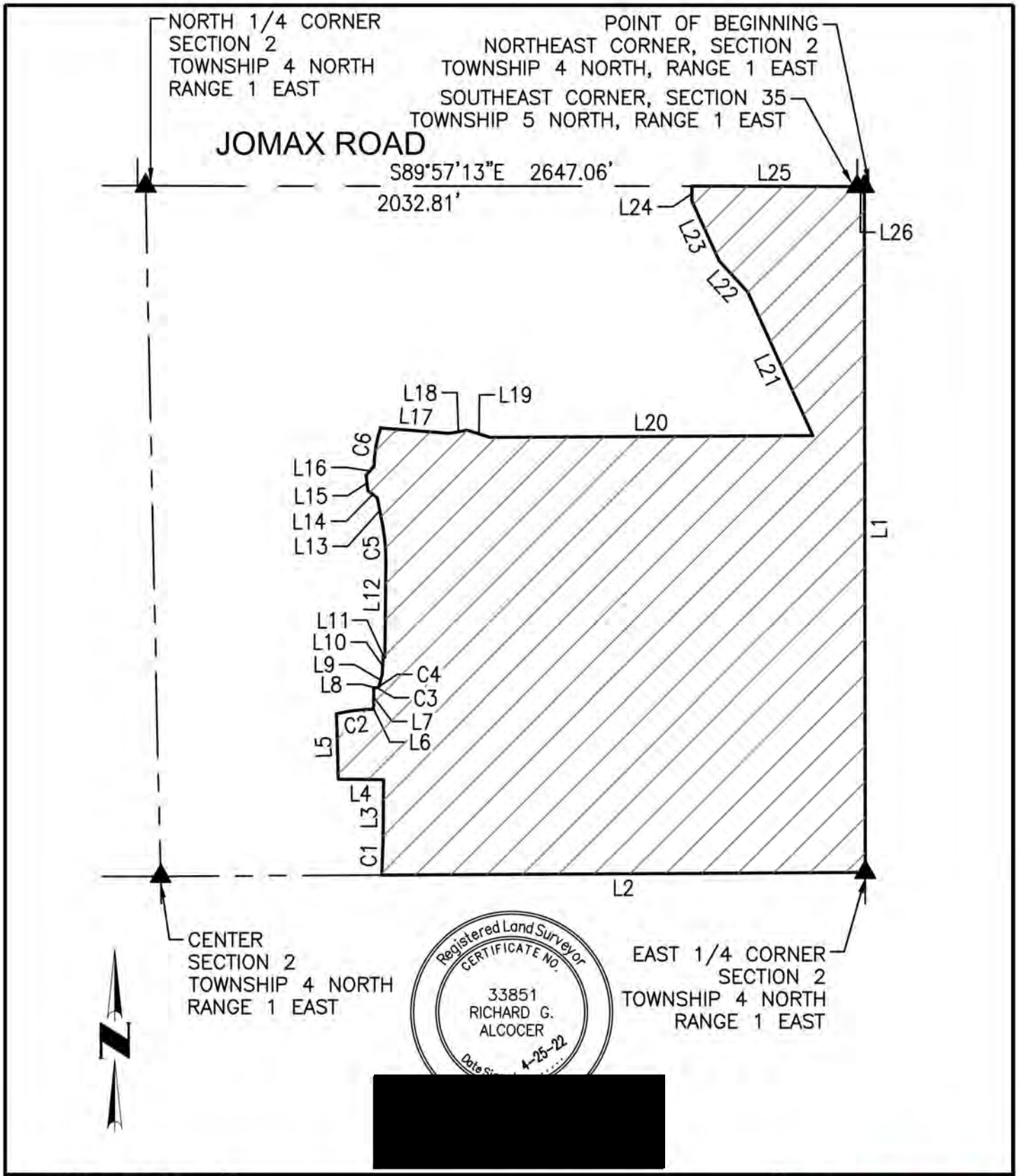
Containing 3,362,820 Square Feet or 77.200 Acres, more or less.



[redacted]

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SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
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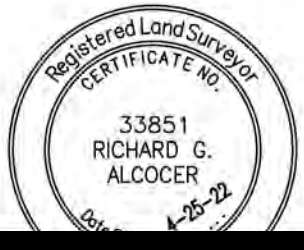
ALORAVITA SOUTH

LENNAR/TAYLOR MORRISON NORTH PARCEL

CVL CONSULTANTS

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



[redacted]

NO SCALE

EXHIBIT

4550 North 12th Street
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ALORAVITA SOUTH

LENNAR/TAYLOR MORRISON NORTH PARCEL

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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'



[redacted]

NO SCALE

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
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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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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

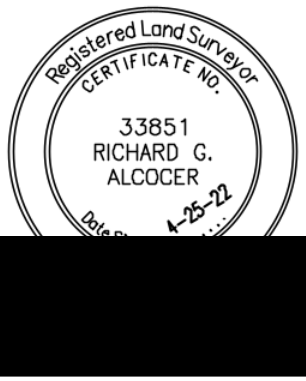
Area = 3,362,820 77.200 AC

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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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;

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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;

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.

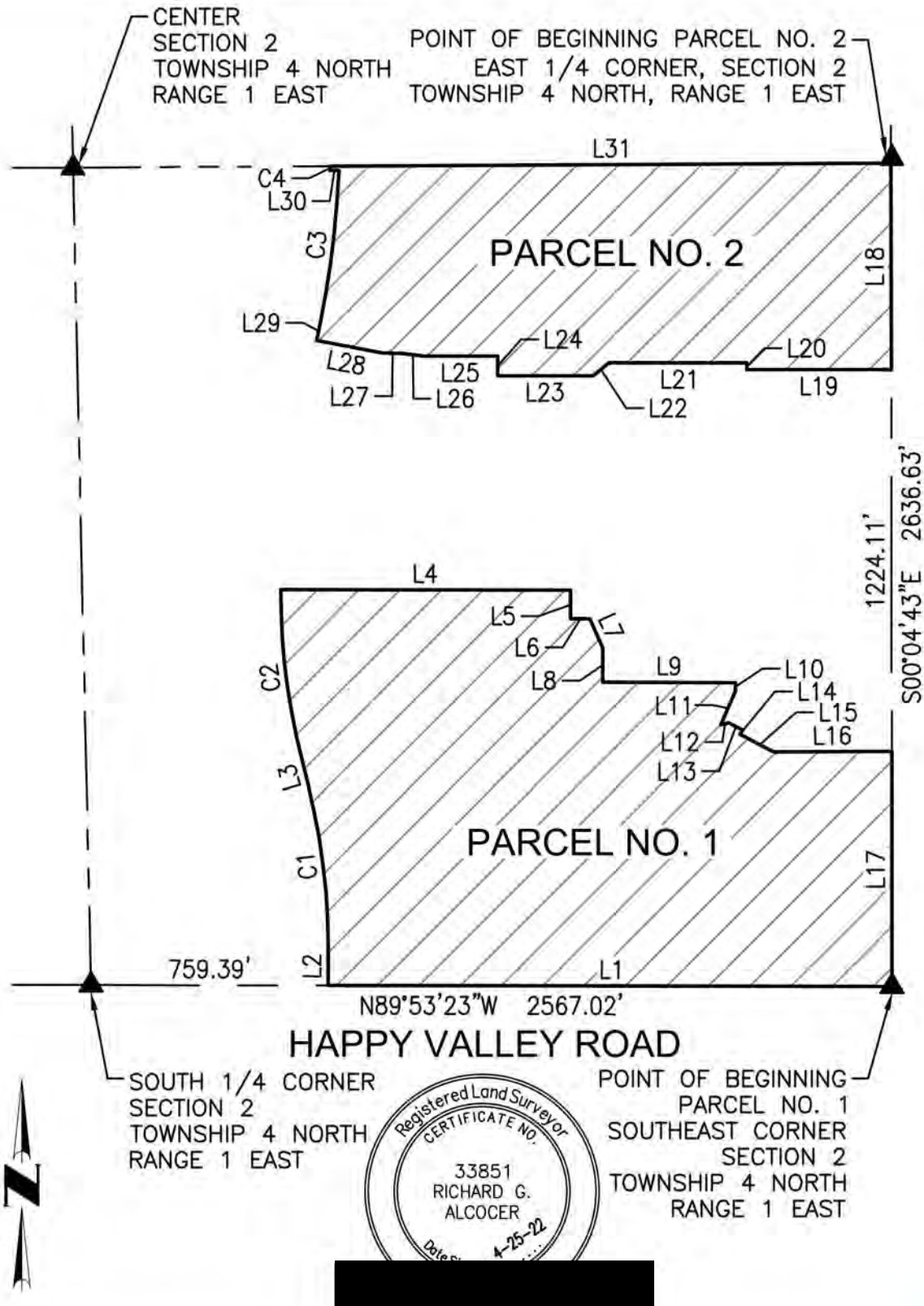
Parcel No. 2 containing 1,148,149 Square Feet or 26.358 Acres, more or less.

The total containing 3,129,593 Square Feet or 71.846 Acres, more or less.



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

CVL CONSULTANTS



[redacted]

SCALE 1" = 500'

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

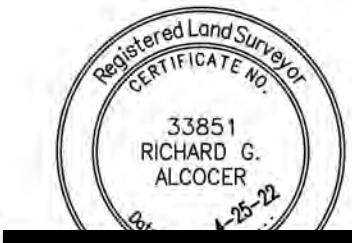
ALORAVITA SOUTH

LENNAR/TAYLOR MORRISON SOUTH PARCEL

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\VX.LENNAR.SOUTH.dwg **TomD April 25, 2022**

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



[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'



[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:
N:\01\0232238\Cadd\COGO\CB.LEGALS.
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

N:\01\0232238\Cadd\COGO\CB.LEGALS.
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



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 or will be the owner, pursuant to a Certificate of Purchase from the Arizona State Land Department, 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**"). Arroyo Cap III-2, LLC, a Delaware limited liability company is the land banker for Ashton Woods Arizona, L.L.C. ("**Land Banker**"), and owns certain portions of Aloravita South Parcels 3-8, as more particularly described and depicted in **Exhibit A-3** attached hereto, on behalf of Ashton Woods Arizona, L.L.C. ("**Ashton Woods Property**"). The Land Banker consents to the recording of this Agreement through its signature below.

C. WHEREAS, Ashton Woods Arizona, L.L.C. and LT ALORAVITA LLC have entered into a separate Joint Development Agreement to manage the planning and construction of certain improvements related to Aloravita South Parcels 3-8, including 77th Lane as described herein.

D. 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).

E. 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.**"

F. 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.

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

H. 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.

I. 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. Phase 2 of 77th Lane.

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:
City of Peoria
City Manager
Attn: Jeff Tyne
8401 W. Monroe St.
Peoria, AZ 85345
Email: jeff.tyne@peoriaaz.gov

With Required Copies to:
City of Peoria
City Attorney
Attn: Vanessa P. Hickman
8401 W. Monroe St.
Peoria, AZ 85345
Email: vanessa.hickman@peoriaaz.gov

To Developer:

If to LT:
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
Email: 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

With Required Copies to:
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

And with copy of default notices to:
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
Email: tmeier@bihlaw.com

and

c/o Arroyo Capital, LLC
18575 Jamboree Rd., Suite 350
Irvine, CA 92612
Attn.: Daniel McCann
Fax: (213) 830-6392
Email: dmccann@arroyocapital.com
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: [redacted]

Name: Jeremy Ramsdell

Title: Vice President Land Acquisitions

STATE OF ARIZONA)
) ss.
County of MARICOPA)

The foregoing instrument was acknowledged before me this 14th day of OCT, 2022 by JEREMY RAMSDELL of ASHTON WOODS ARIZONA L.L.C., a Nevada limited liability company, on behalf thereof.

Notary Public

MARY A. FLYNN
Notary Public - Arizona
Maricopa County
My Commission Expires
8/28/2023
Commission # 563314

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

Consent of Land Banker

The undersigned, as the owner of title to the Ashton Woods Property, hereby acknowledges and consents to the recordation of this Agreement against the Ashton Woods Property for the purposes set forth herein.

ARROYO CAP III-2, LLC,
a Delaware limited liability company

By: Arroyo Cap III, LLC
a Delaware limited liability company,
its sole member

By:_____
Name: Daniel McCann
Title: Executive Vice President

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
County of _____)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

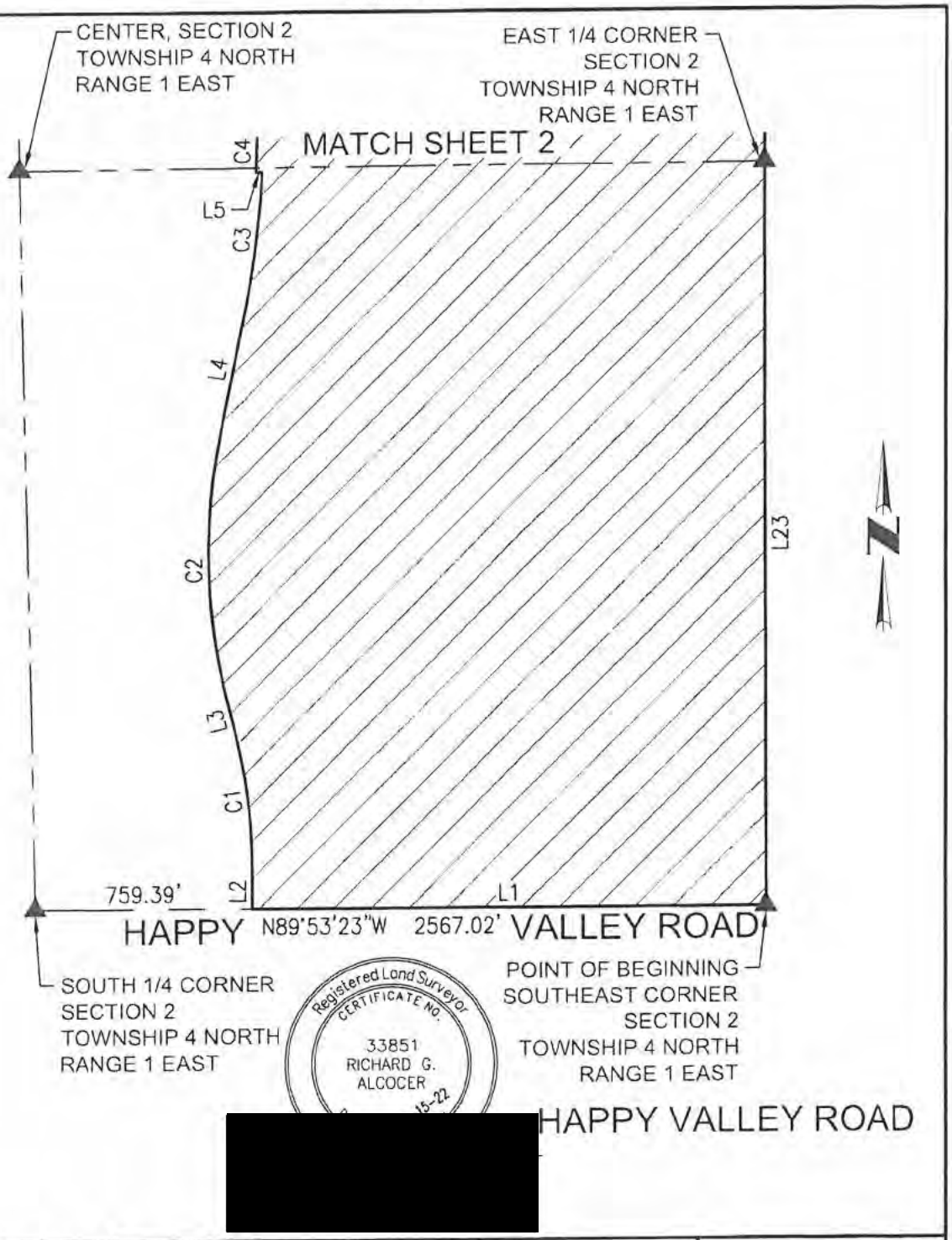
Signature_____ (seal)

EXHIBIT A-1

DEPICTION OF

Aloravita South Parcels 3-8

EXHIBIT A-1

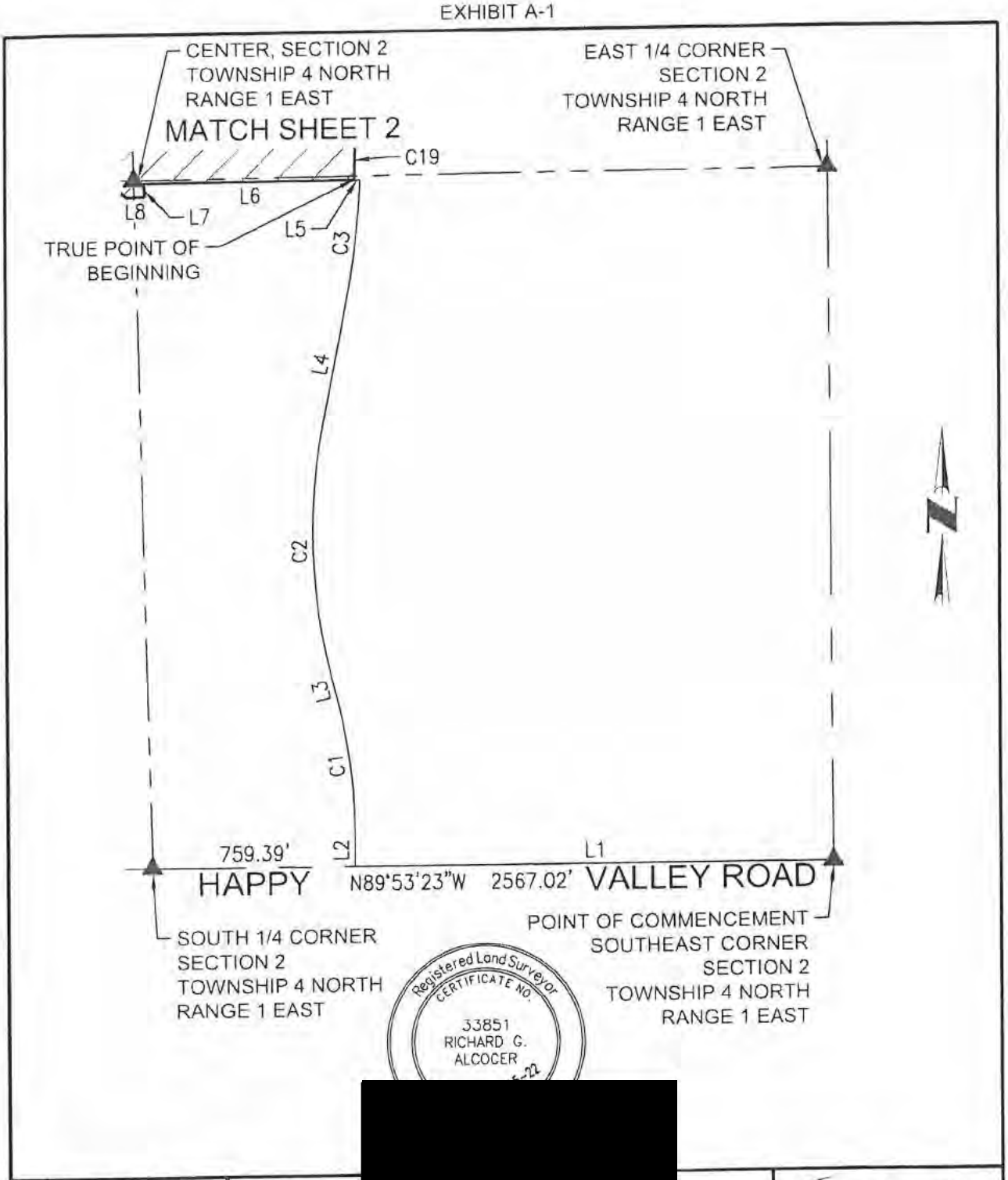


[redacted]

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

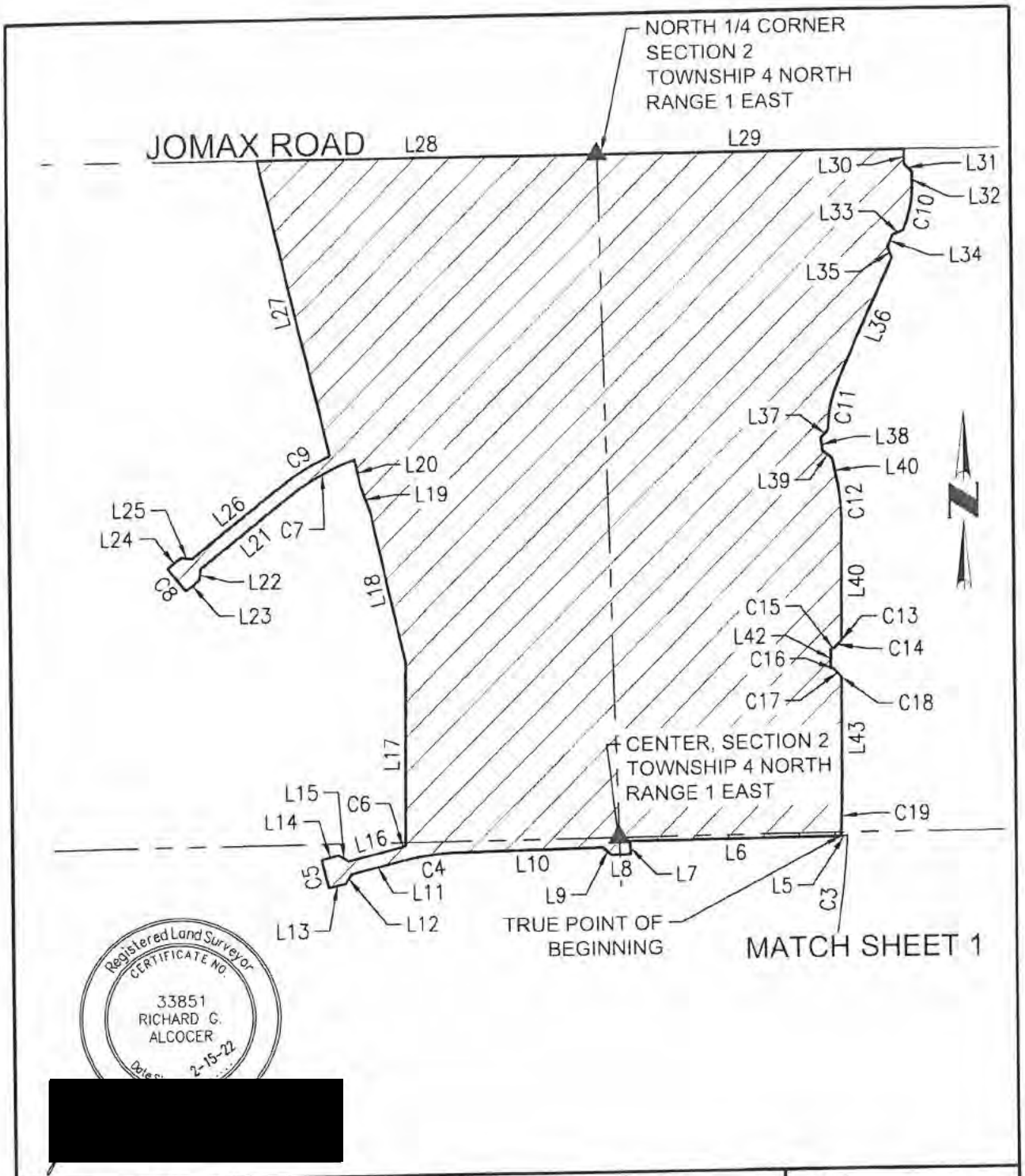
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EXHIBIT A-1



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, 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°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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CVL CONSULTANTS

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;

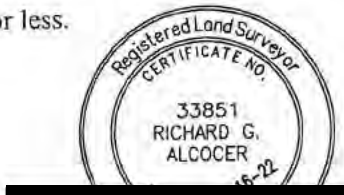
Thence North 00°03'05" East, a distance of 57.11 feet;
Thence North 44°56'11" West, a distance of 42.44 feet;

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.



[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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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;

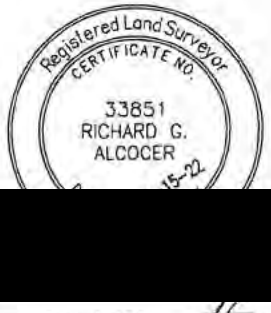
Thence Southeasterly, along said curve, through a central angle of 17°20'10", a distance of 22.69 feet to the beginning of a tangent reverse curve of 20.00 foot radius, concave Southwesterly;

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.



[redacted]

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

EXHIBIT A-3

DEPICTION and LEGAL DESCRIPTION OF

Ashton Woods Property

EXHIBIT A-3

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;

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

CVL CONSULTANTS

Legal Description for
Aloravita South
Ashton Woods North Parcel
April 12, 2022

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.

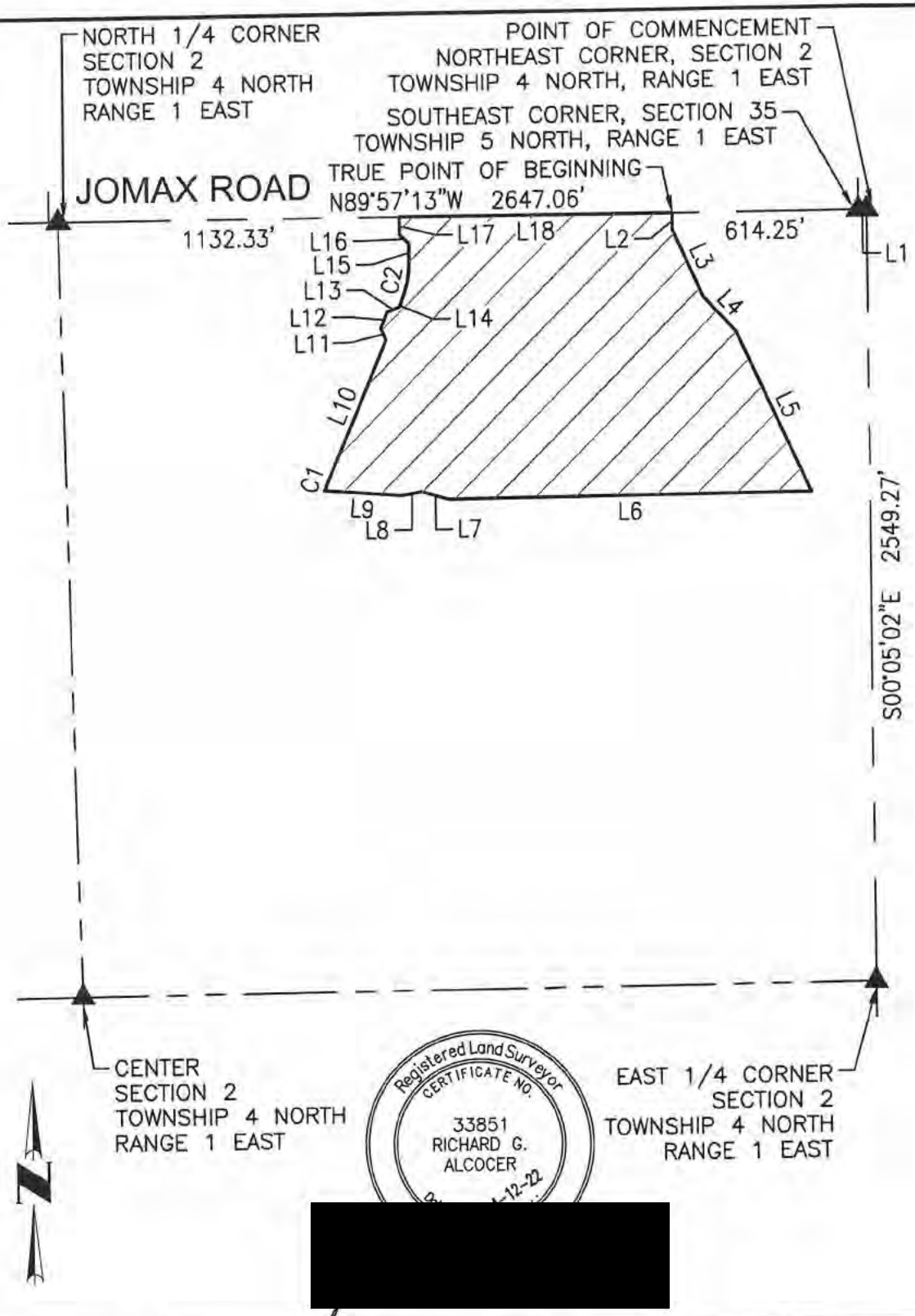
Containing 1,121,176 Square Feet or 25.739 Acres, more or less.



[redacted]

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

CVL CONSULTANTS



SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT	ASHTON WOODS NORTH PARCEL	1 OF 2
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com		

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'



[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:
N:\01\0232238\Cadd\COGO\CB.LEGALS.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

N:\01\0232238\Cadd\COGO\CB.LEGALS.dwg



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;

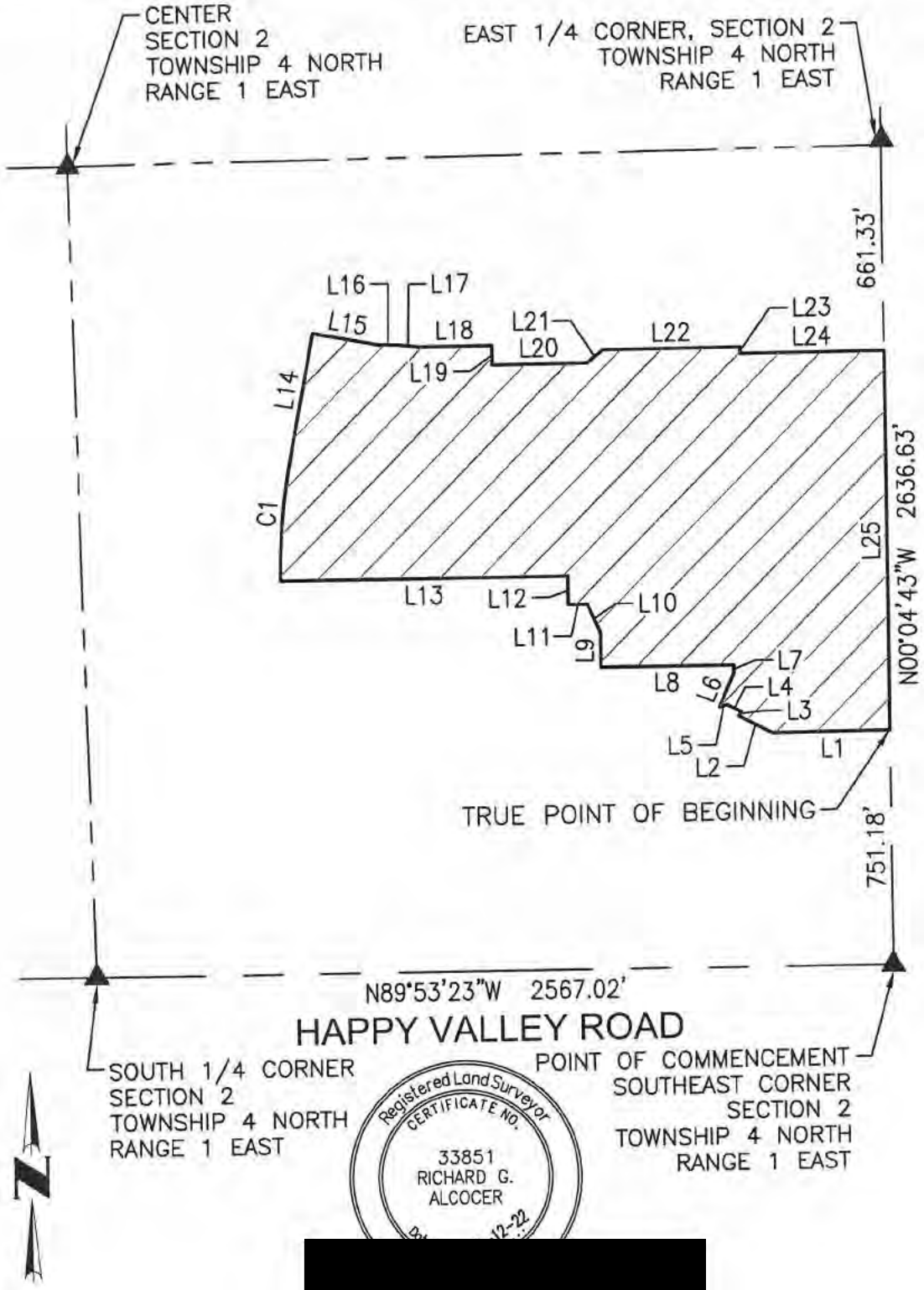
Thence South 00°04'43" East, a distance of 1,224.11 feet to the True Point of Beginning.

Containing 1,786,817 Square Feet or 41.020 Acres, more or less.



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

CVL CONSULTANTS



[redacted]

SCALE 1" = 500'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT	ASHTON WOODS SOUTH PARCEL	1 OF 2
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com		

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'



[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

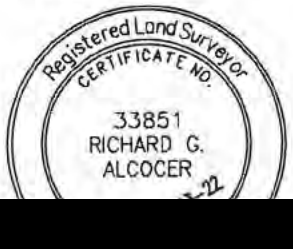
S00°04'43.0000" E 1,224.11
to

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



[redacted]

EXHIBIT B

Depiction of Aloravita Remainder

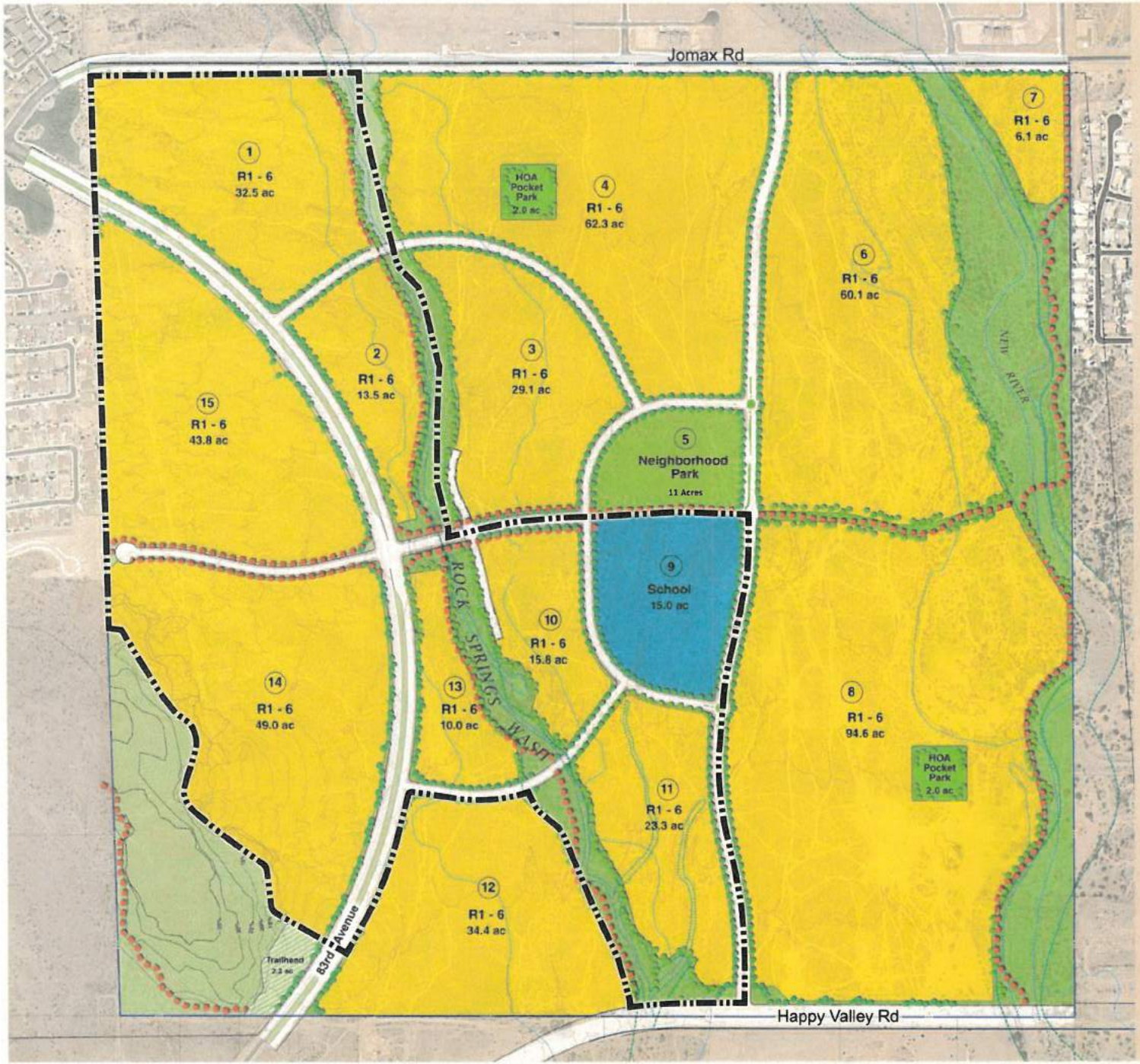


Exhibit B: Land Use Plan

Aloravita

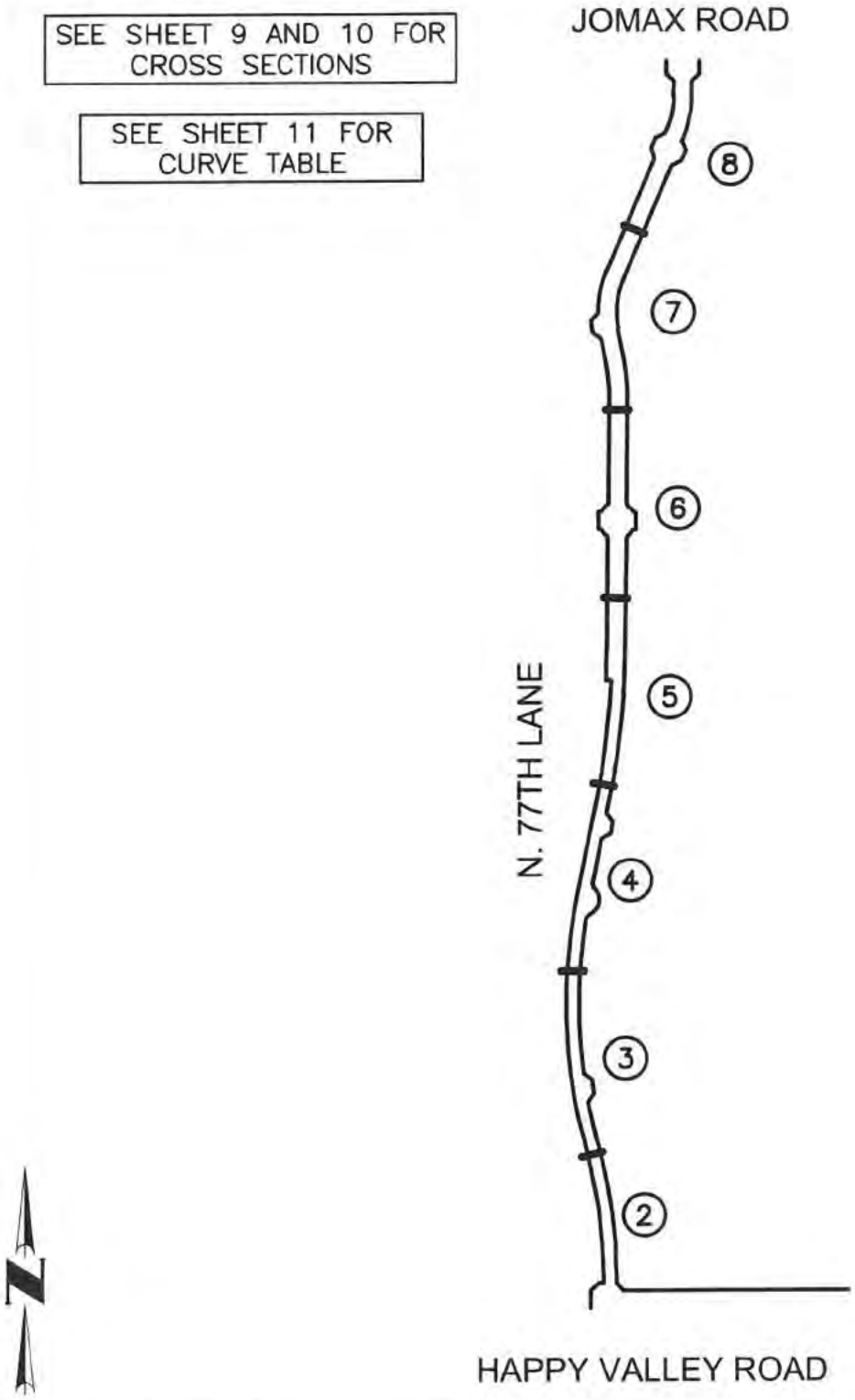
Aloravita Remainder Property - Phase 2
77th Lane Improvements Repayment Benefited Area

EXHIBIT C

Phase 1 of 77th Lane Improvements

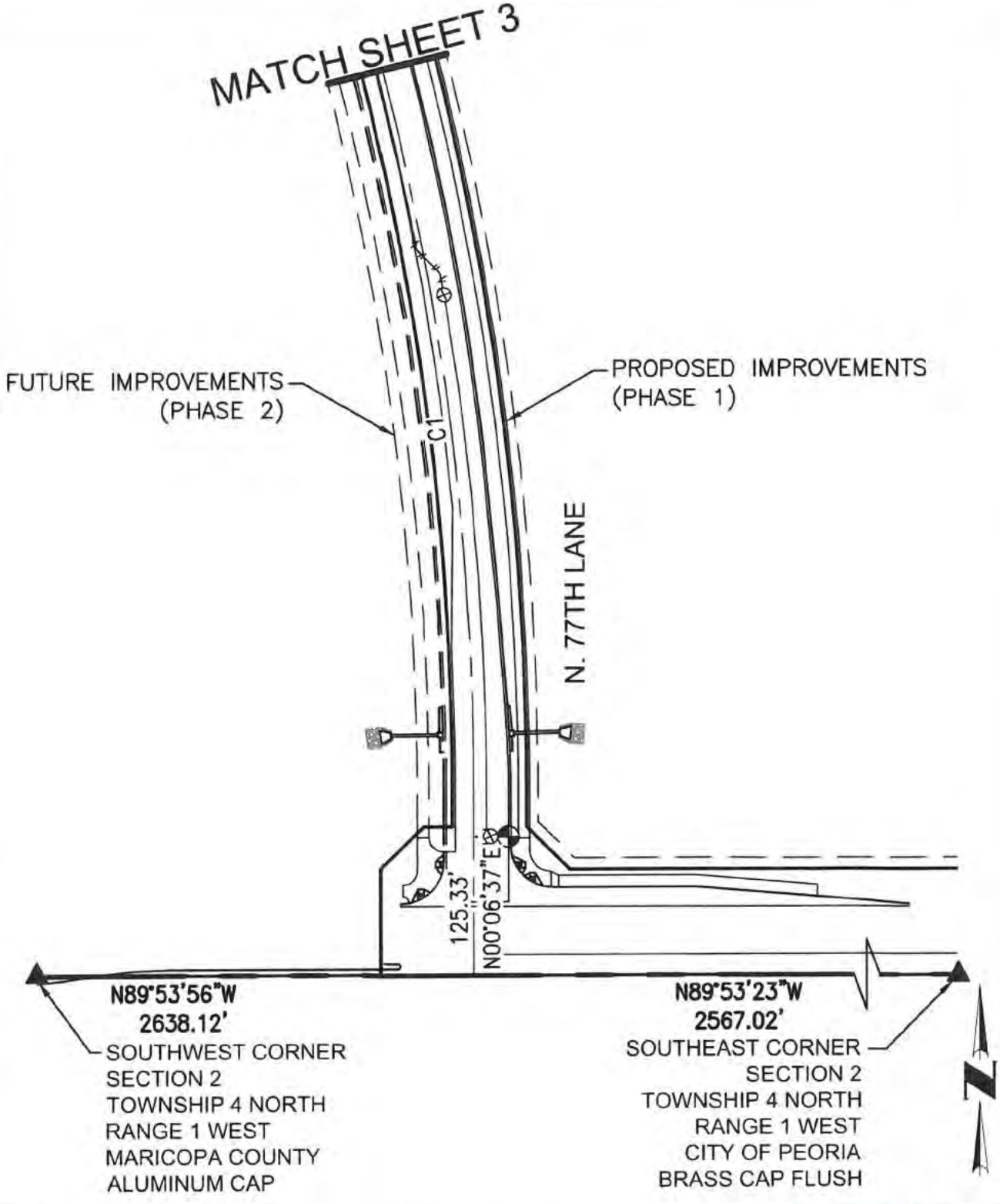
SEE SHEET 9 AND 10 FOR CROSS SECTIONS

SEE SHEET 11 FOR CURVE TABLE



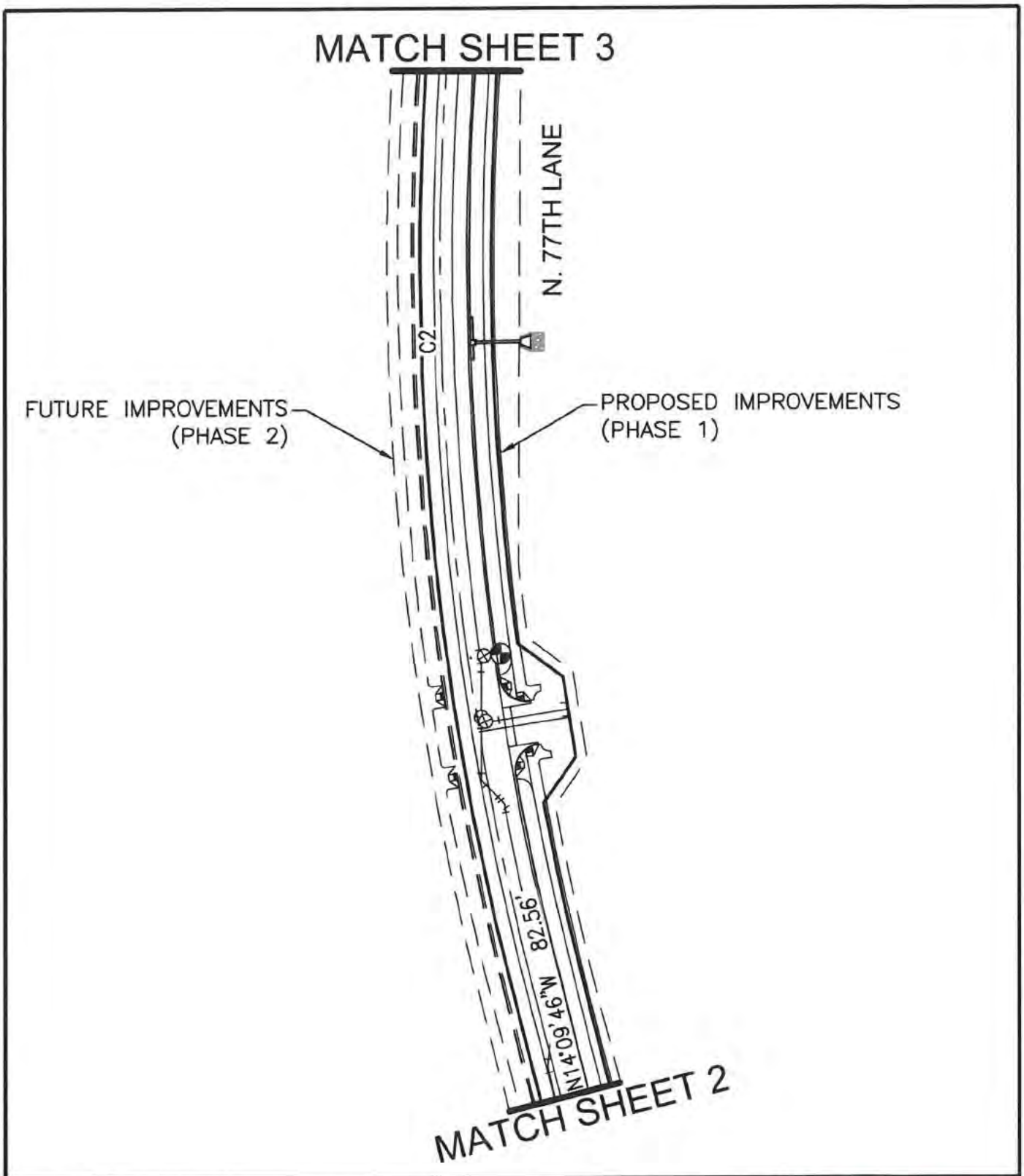
SCALE 1" = 700'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	1 OF 11

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



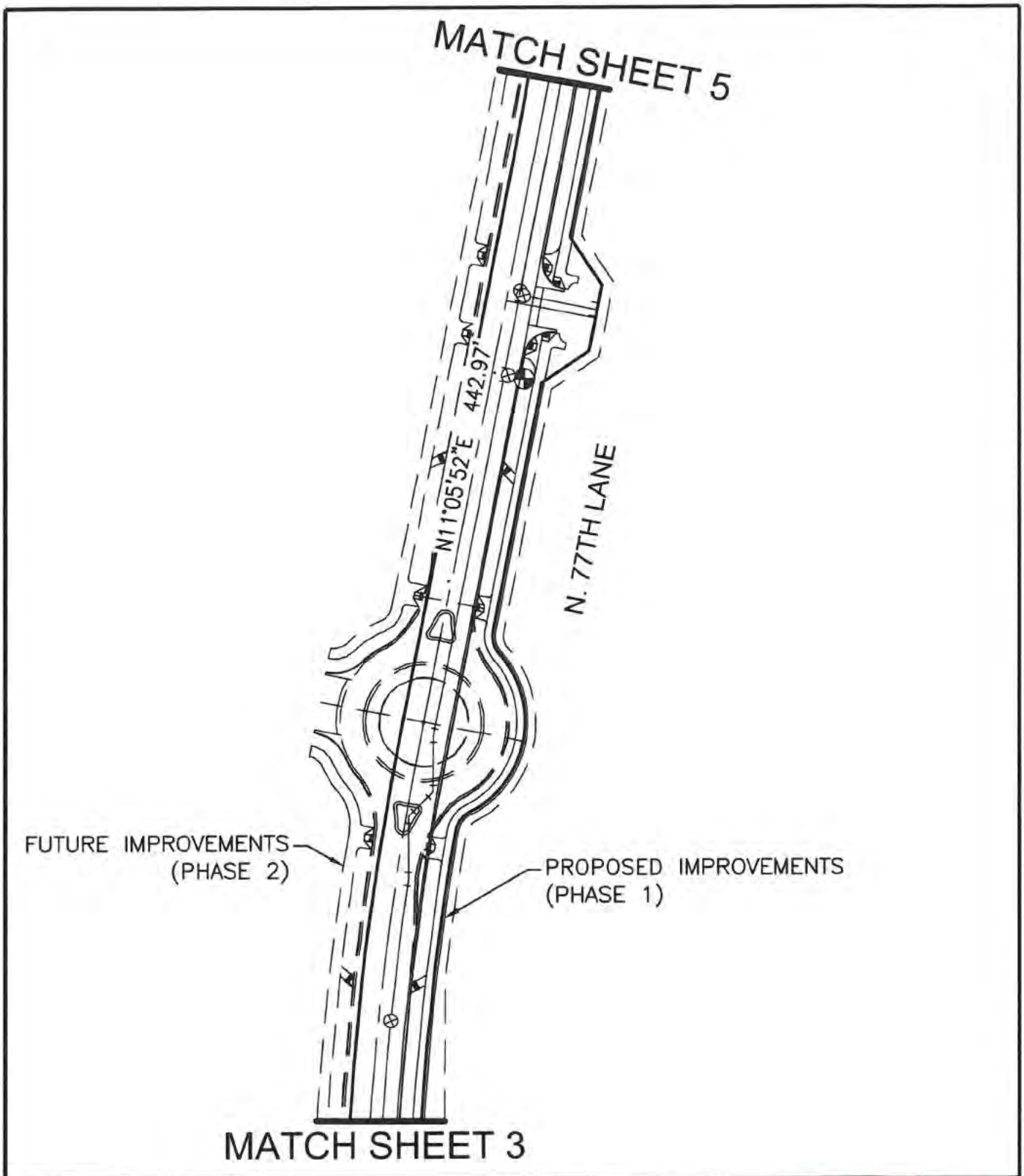
SCALE 1" = 100'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	2 OF 11

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



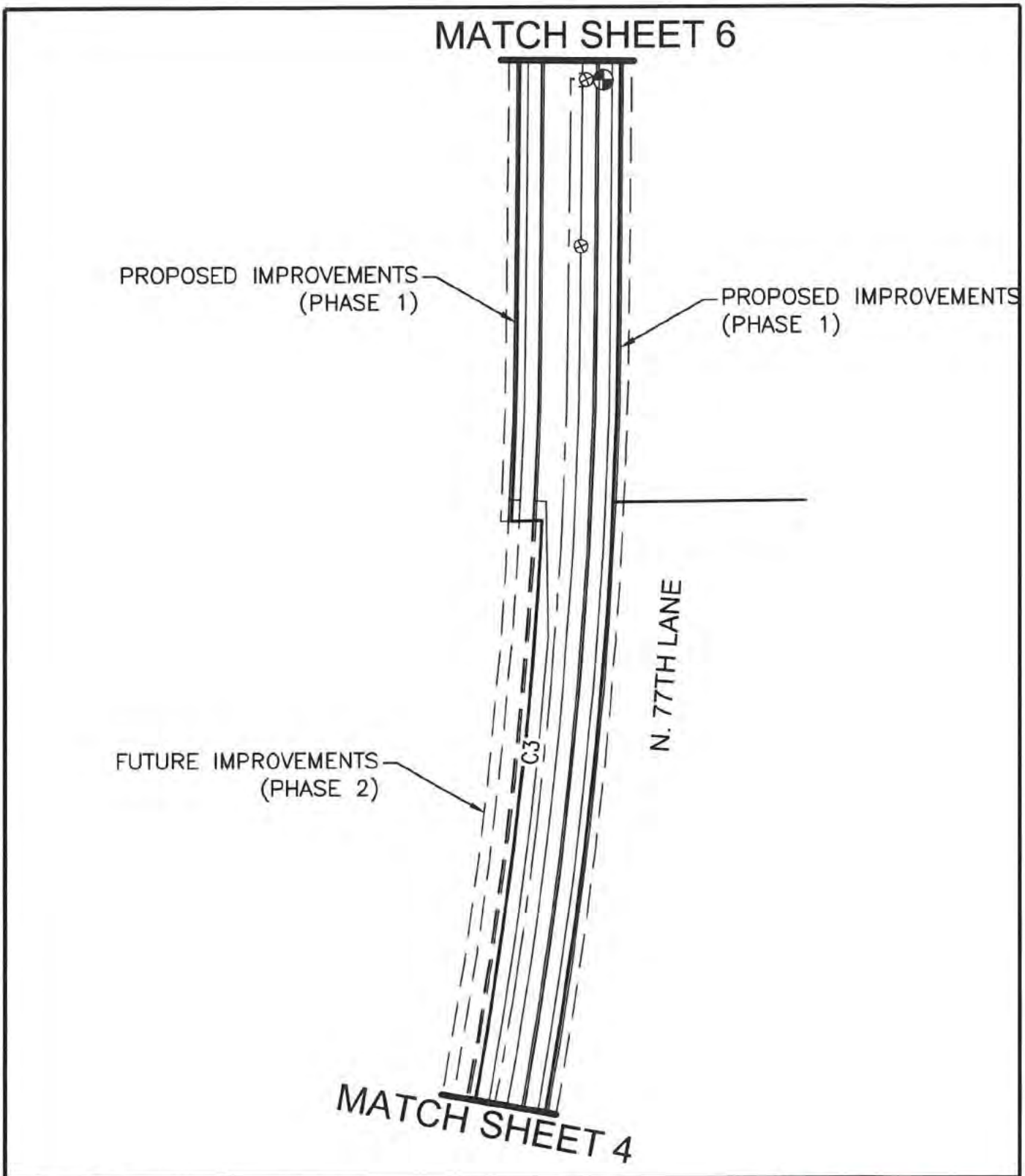
SCALE 1" = 100' EXHIBIT	ALORAVITA SOUTH	CVL CONSULTANTS
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	3 OF 11

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

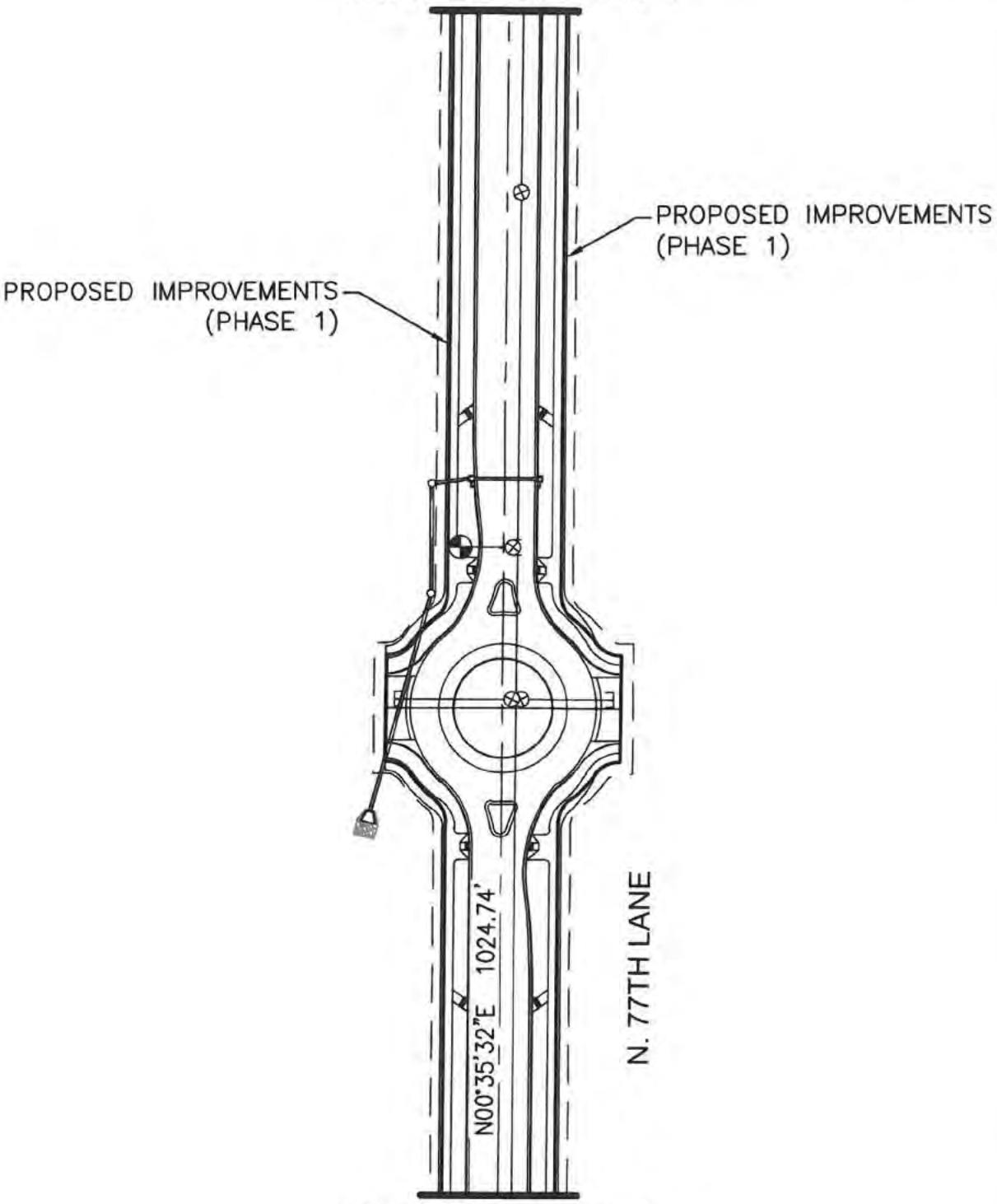
N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



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**

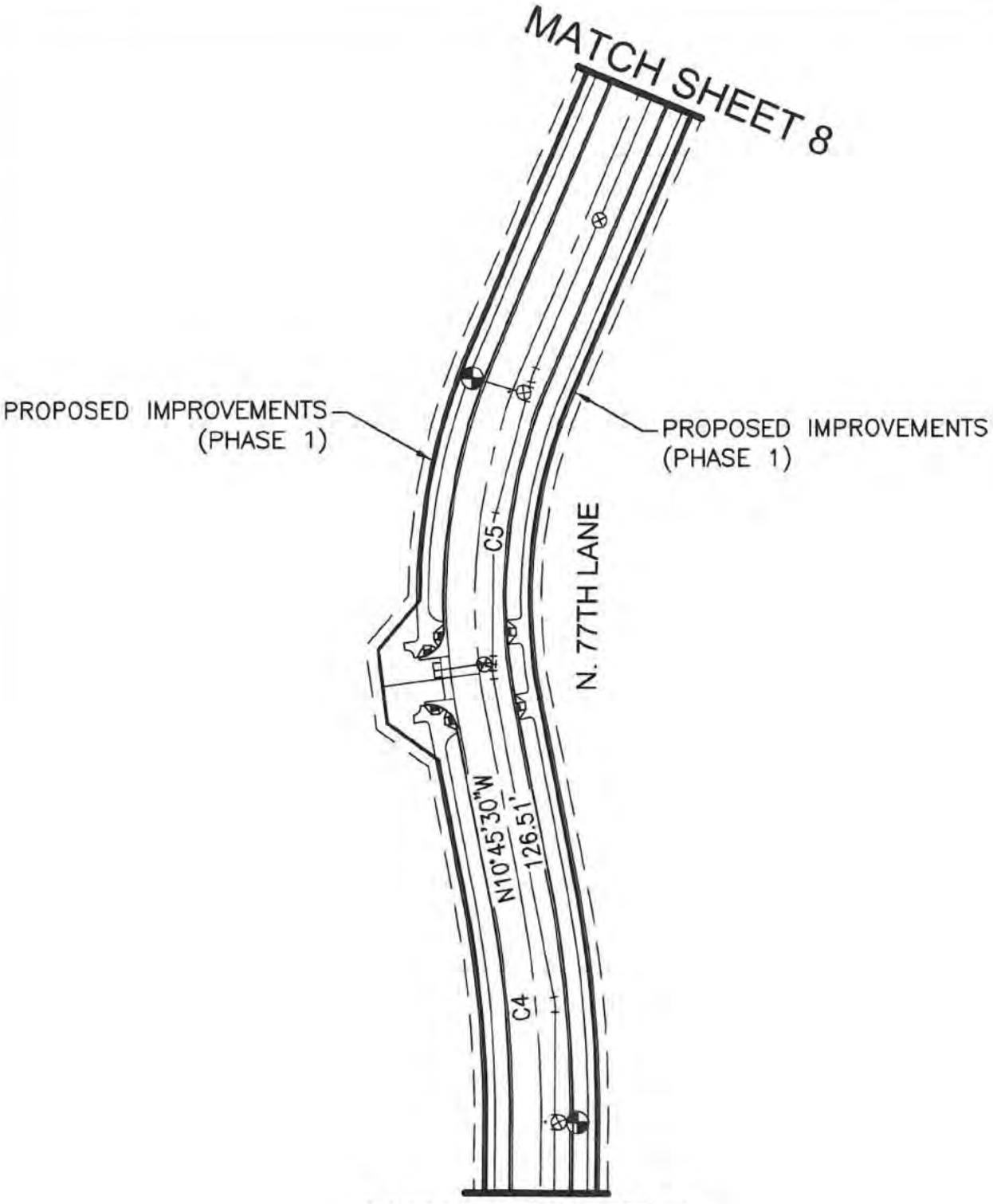
MATCH SHEET 7



MATCH SHEET 5

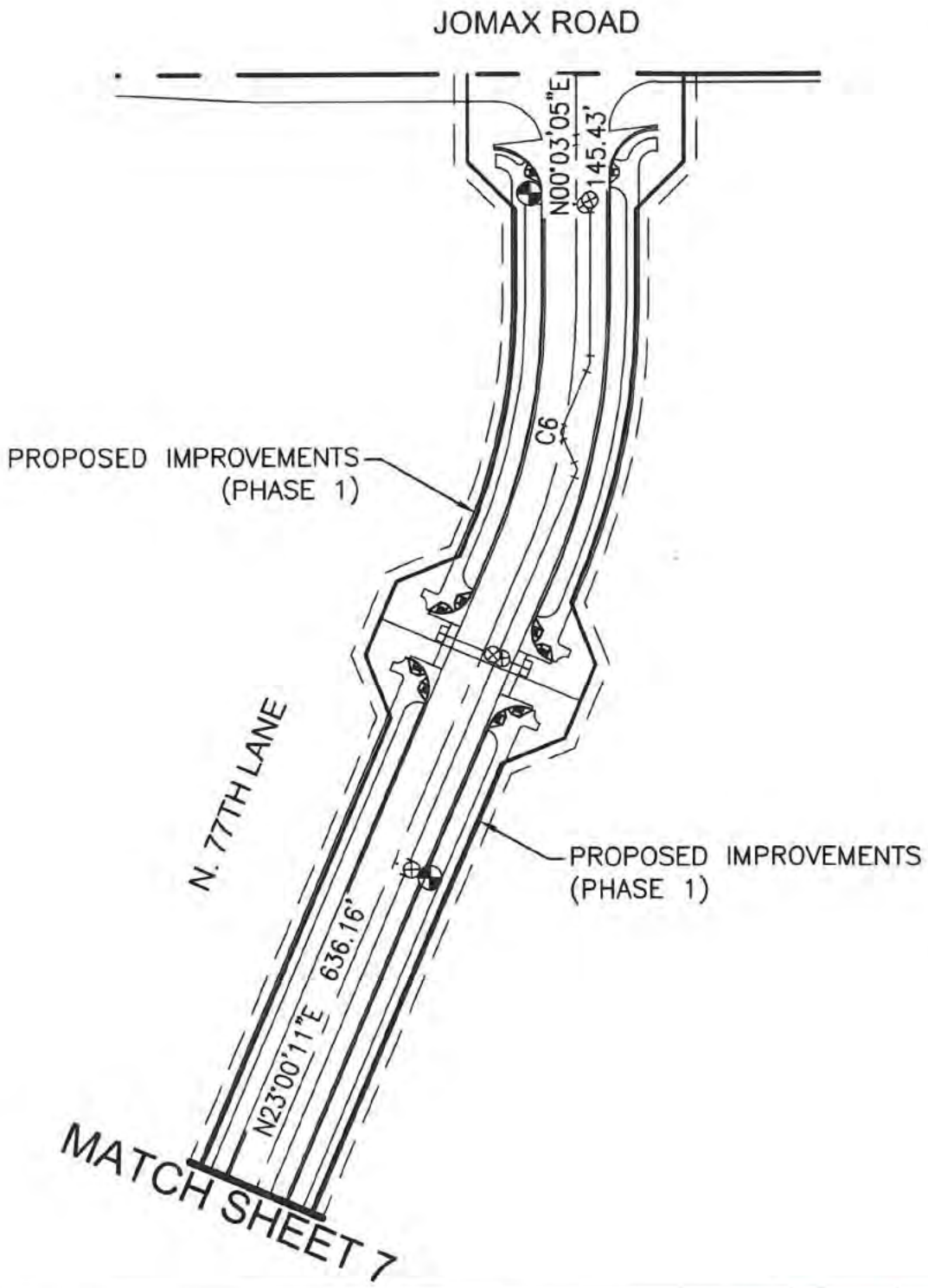
SCALE 1" = 100' EXHIBIT	ALORAVITA SOUTH	CVL CONSULTANTS
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	6 OF 11

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



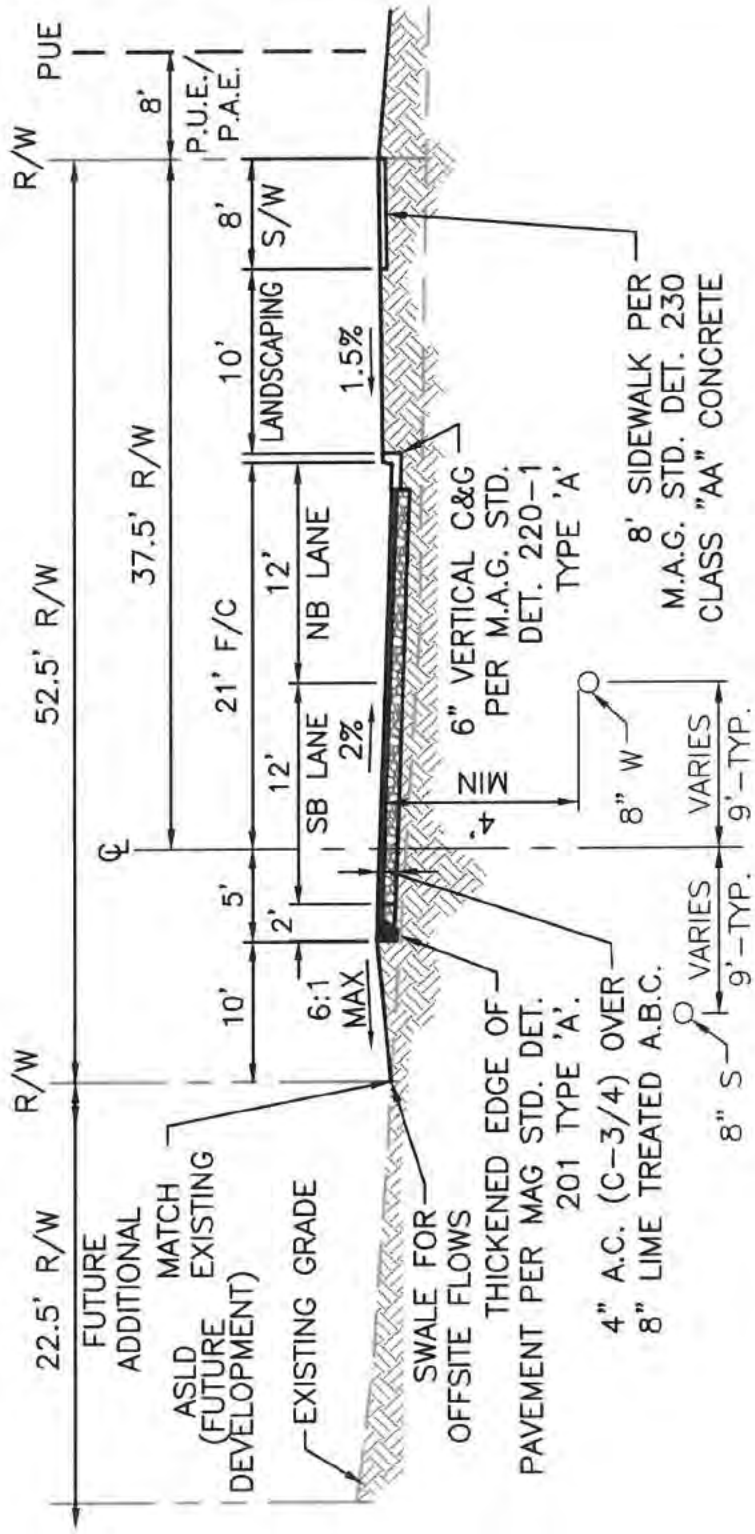
SCALE 1" = 100'	ALORAVITA SOUTH	CVL CONSULTANTS
EXHIBIT		
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com	N. 77TH LANE	7 OF 11

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

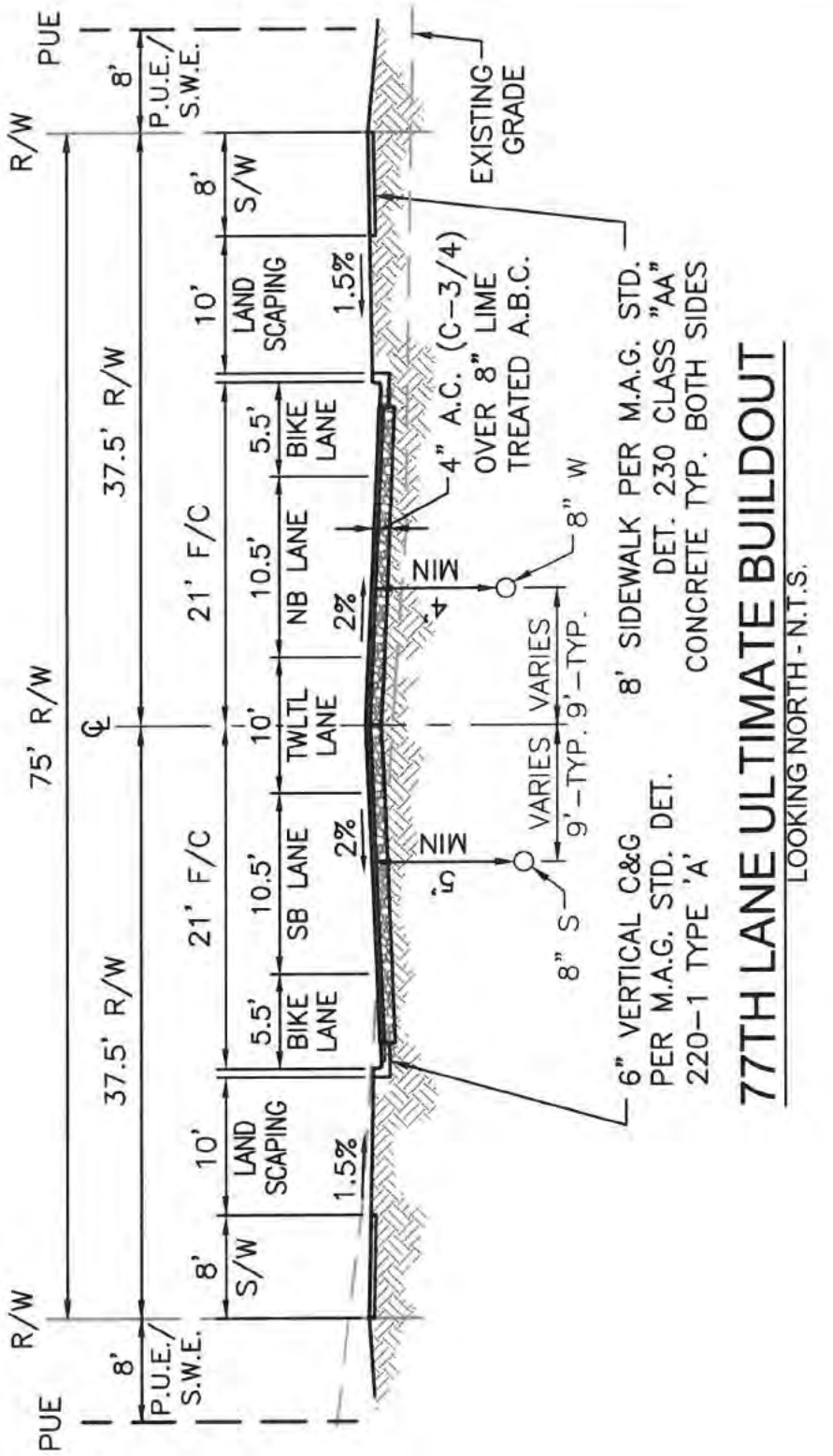
4550 North 12th Street
Phone 602-264-6831
http://www.cvlci.com

ALORAVITA SOUTH

N. 77TH LANE

CVL CONSULTANTS

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**



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 10 OF 11

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

N:\01\0232238\Cadd\Exhibits\DX.77TH-LANE.dwg **WesleyD June 7, 2022**

EXHIBIT D

Form of Repayment Agreement

CITY OF PEORIA

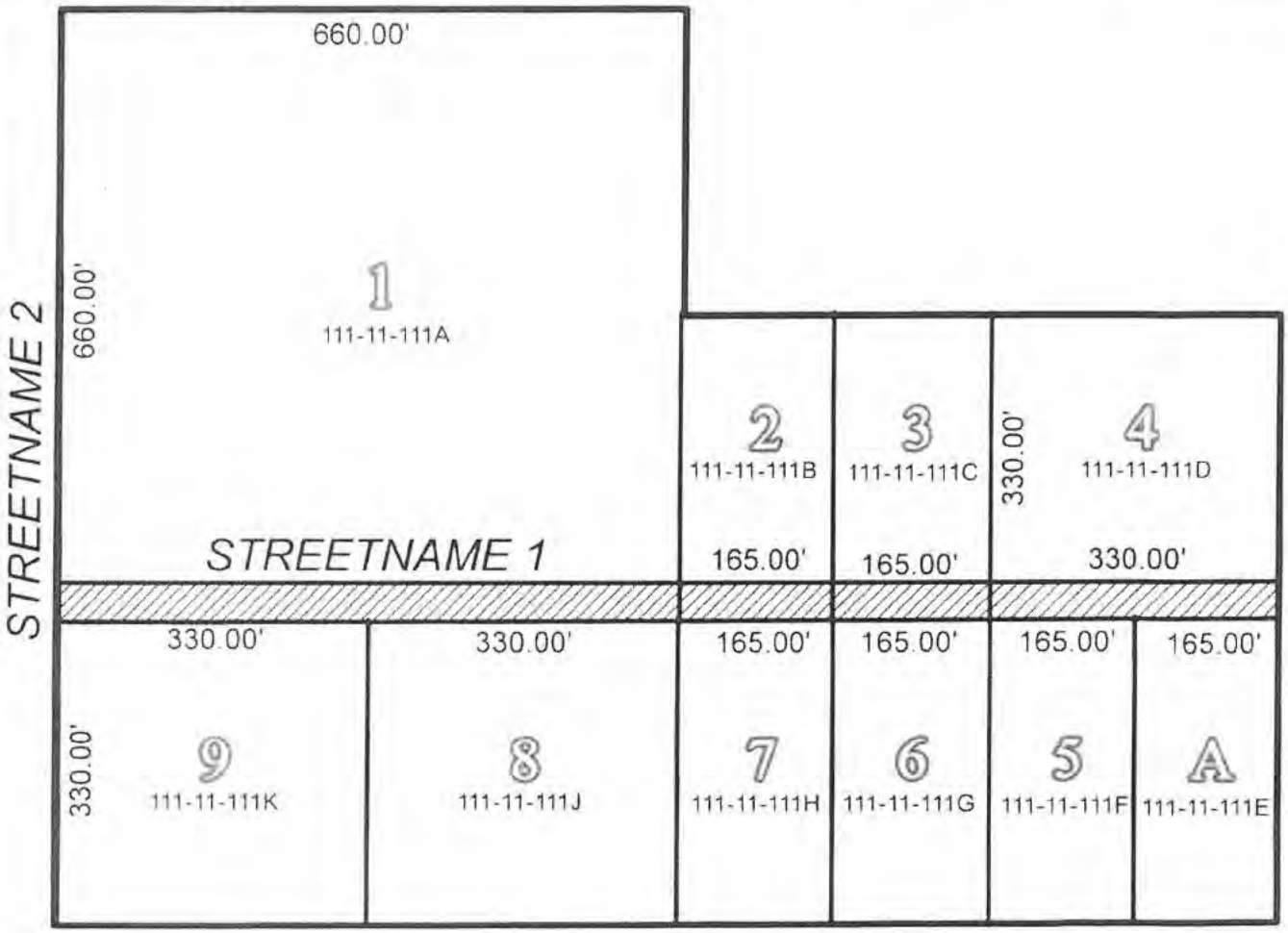
REPAYMENT ZONE LOCATION
REPAYMENT ZONE TYPE
SECTION, TOWNSHIP, RANGE
RZ____ (REPAYMENT PROJ #)
THIS IS A GENERIC REPAYMENT ZONE

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		=	

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 13C.

Date Prepared: 10/13/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Kevin Burke, Chief Financial Officer

SUBJECT: Budget Adjustment, State Tax System Modernization Project

Purpose:

Discussion and possible action to approve a budget amendment in the amount of $129,289 to pay the mandatory fee assessed by the Arizona Department of Revenue for the integrated tax system modernization project.

Summary:

Late in the 2022 legislative session, after the adoption of the Fiscal Year 2022-2023 budget by the city of Peoria, the State of Arizona approved House Bill 2871. This law assesses Arizona municipalities, counties, council of governments and regional transportation authorities to implement an integrated tax modernization project at the Arizona Department of Revenue. In 2017, the State of Arizona pre-empted sales and use tax collection by municipalities and required all remittance to be sent to the state. The software and hardware necessary to manage this larger collection responsibility required an upgrade. By state law, cities and towns were assessed a fee to assist with that cost. The original modifications did not meet expectations. Consequently, a new, more sophisticated system is planned. As such, the state is requiring the political subdivisions of the state who impose sales tax to pay a substantial portion of the system. Peoria's payment will be spread over the next six years. This agenda item is strictly for FY2023. Subsequent payments will be incorporated into subsequent budgets at formation.

Previous Actions/Background:

None

Options:

Failure to make this payment will result in the state deducting the fee from sales tax revenues to be remitted to the city.

Staff Recommendation:

Staff recommends approval of the Budget Amendment of $129,289.46 to pay the invoice to the

Arizona Department of Revenue for an integrated tax system modernization project.

Fiscal Analysis:

The budget amendment will transfer $129,289.46 from General Fund Contingency to Finance, Tax Audit and Collections, Other Professional Services to pay this invoice.

ATTACHMENTS:

ADOR Invoice

Contact Name and Number:
Kevin Burke 623.773.7395

STATE OF ARIZONA

Arizona Department of Revenue

INVOICE

Kevin Burke
Finance Director
8401 W Monroe St
Peoria, AZ 85345

Invoice No. 2023-154
Date: 9/26/2022
Due By: 12/31/2022

Arizona Revised Statutes §42-5041 requires the Arizona Department of Revenue to assess and collect fees from cities, towns, counties, councils of governments and regional transportation authorities to implement an integrated tax system modernization project at the Arizona Department of Revenue.

Description	Fee
Integrated Tax System Modernization Project Fee Fees assessed pursuant to Laws 2022, Chapter 321, HB2871, sections 6 and 18.	$129,289.46
Total Due	**$129,289.46**

Remit payment to:
Arizona Department of Revenue
Revenue Accounting
PO Box 29099
Phoenix, Arizona 85038-9099

Make checks payable to: Arizona Department of Revenue
Please do not remit TPT payment with this payment

Please return this invoice with payment using the enclosed envelope
For questions, please contact Elaine Smith at
ESmith@azdor.gov or (480)791-5147

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 14C.

Date Prepared: 10/12/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Jay Davies, Public Works Director

SUBJECT: Peoria Public Transportation Agency Safety Plan

Purpose:

Discussion and possible action to approve the Peoria Public Transportation Agency Safety Plan (PTASP) Revision 1.

Summary:

In 2018, the Federal Transit Administration (FTA) approved a ruling requiring operators of public transportation systems receiving federal funds to develop a Public Transportation Agency Safety Plan. Operators of public transportation systems were required to create and implement the safety plans to help ensure the safety of public transportation systems nationwide.

The PTSAP outlines areas of safety related to transit and establishes criteria for implementation of safety related items. It provides tracking and program measurement criteria and formalizes safety programs for transit agencies across the country.

To assist Peoria in complying with this 2018 FTA ruling, the State of Arizona Department of Transportation (ADOT) hired a consultant to create a PTSAP on behalf of small operators in Arizona, including Peoria. As a result, Peoria receives federal funds to assist in providing transit service and complies with the federal requirement via a PTASP in conjunction with other small transit operators in the state. The City Council approved the Peoria PTASP in October 2020.

In November 2021, the “Bipartisan Infrastructure Law” (BIL) was signed into law and amended the FTA safety program, which included additional PTASP requirements. New requirements included minimizing exposure to infectious diseases, expansion of training, and the formation of a Transit Safety Committee. In response to the new requirements, Peoria formed the “Peoria Transit Safety Committee” in July 2022. The Safety Committee has reviewed and approved of this plan update, as required by the new PTSAP regulations. Peoria also worked with the city of Phoenix and their PTASP consultant to update the Peoria plan and incorporate the new requirements.

This updated plan now requires formal acceptance and approval by Peoria City Council.

Previous Actions/Background:

City Council previously approved the Peoria Public Transportation Agency Safety Plan (PTASP) on October 10, 2020.

Staff Recommendation:

Staff recommends City Council approve the Peoria Public Transportation Agency Safety Plan Revision 1.

Fiscal Analysis:

No additional funding is required for this plan.

ATTACHMENTS:

PTSAP Final

Contact Name and Number:
Jay Davies, Public Works Director, 623-773-5070

City of Peoria

Public Transportation Agency Safety Plan

Revision 1

Adopted October 25, 2022]

In compliance with 49 CFR Part 673 and 49 U.S.C. § 5329

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EXECUTIVE SUMMARY

Moving Ahead for Progress in the 21st Century (MAP-21) granted the Federal Transit Administration (FTA) the authority to establish and enforce a comprehensive framework to oversee the safety of public transportation throughout the United States. MAP-21 expanded the regulatory authority of FTA to oversee safety, providing an opportunity to assist transit agencies in moving towards a more holistic, performance-based approach to Safety Management Systems (SMS). This authority was continued through the Fixing America's Surface Transportation Act (FAST Act).

In compliance with MAP-21 and the FAST Act, FTA promulgated a Public Transportation Safety Program on August 11, 2016, that adopted SMS as the foundation for developing and implementing a Safety Program. FTA is committed to developing, implementing, and consistently improving strategies and processes to ensure that transit achieves the highest practicable level of safety. SMS helps organizations improve upon their safety performance by supporting the institutionalization of beliefs, practices, and procedures for identifying, mitigating, and monitoring safety risks.

The subject of this document is the Public Transportation Agency Safety Plan (PTASP) rule, 49 CFR Part 673, and guidance provided by FTA.

In November 2021, the Bipartisan Infrastructure Law (BIL) was signed into law and amended FTA's safety program at 49 United States Code (USC) Section 5329(d) by adding to the PTASP requirements. Changes include strategies to minimize exposure to infectious diseases, strategies to reduce assaults on transit workers, expansion of training, and the formation of a Safety Committee.

Safety is a core business function of all public transportation providers and should be systematically applied to every aspect of service delivery. At Peoria, all levels of management, administration and operations are responsible for the safety of their customers and themselves. To improve public transportation safety to the highest practicable level in the state and comply with FTA requirements, the Arizona Department of Transportation (ADOT) originally developed this Agency Safety Plan (ASP) in collaboration with Peoria.

To ensure that the necessary processes are in place to accomplish both enhanced safety at the local level and the goals of the National Public Transportation Safety Plan (NSP), Peoria has adopted this PTASP and the tenets of SMS including a Safety Management Policy (SMP) and the processes for Safety Risk Management (SRM), Safety Assurance (SA), and Safety Promotion (SP), per 49 U.S.C. 5329(d)(1)(A)[1]. While safety has always been a primary function at Peoria, this document lays out a process to fully implement an SMS over the next several years that complies with the PTASP final rule, as amended.

[1] Federal Register, Vol. 81, No. 24

Plan Adoption – 673.11(a)(1)

This Public Transit Agency Safety Plan is hereby adopted, certified as compliant, and signed by:

Jay Davies, Public Works Director

_____

ACCOUNTABLE EXECUTIVE SIGNATURE DATE

_____, Transit Manager

_____

CHIEF SAFETY OFFICER (CSO) SIGNATURE DATE

Certification of Compliance – 673.13(a)(b)

ADOT certified in August 2020 that the PTASP was in full compliance with 49 CFR Part 673. This iteration of the PTASP has been adopted and will be implemented by Peoria as evidenced by the plan approval from the City Council and signatures from the Accountable Executive and CSO required under 49 CFR Part 673.11(a)(1)

TRANSIT AGENCY INFORMATION – 673.23(D)

The City of Peoria, Arizona, provides demand response transit services to the community. Peoria offers Dial-a-Ride and ADA services through a reservation system throughout the City of Peoria. Services are provided as follows:

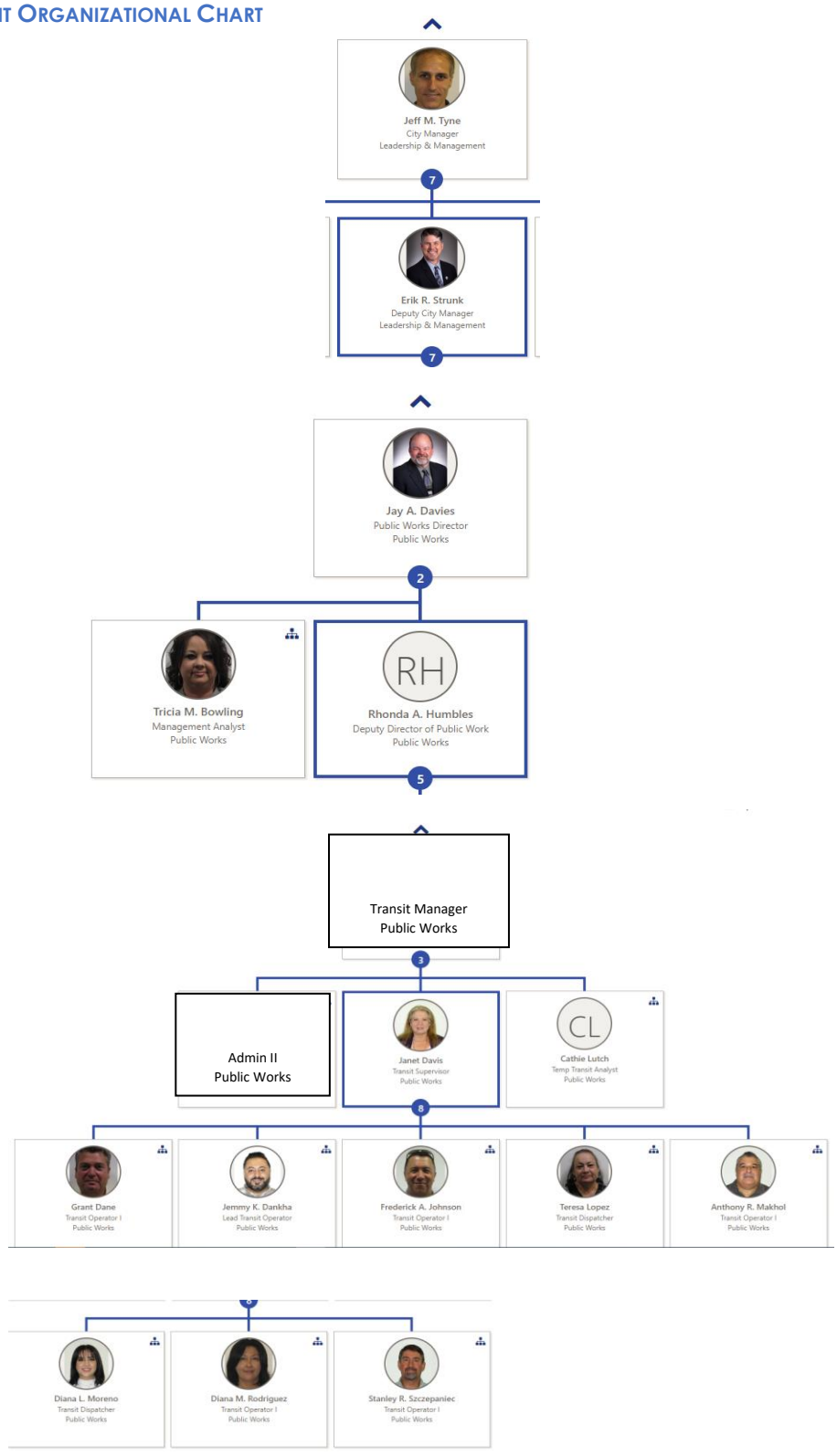
	DIAL-A-RIDE SERVICE	ADA SERVICE
MONDAY THROUGH FRIDAY	6:00 AM to 5:00 PM	Matching Fixed Route Hours (approx. 4:50 AM to 10:30 PM)
SATURDAY	No Service	Matching Fixed Route Hours (approx. 6:00 AM to 10:20 PM)
SUNDAY	No Service	Matching Fixed Route Hours (approx. 6:00 AM to 10:20 PM)
NATIONAL HOLIDAYS	No Service	Matching Fixed Route Hours (currently 365 days)

See further details of the Peoria maintenance program under the Safety Risk Management section. Table 1 contains agency information, while an organizational chart for Peoria is provided in Figure 1.

TABLE 1: AGENCY INFORMATION

Information Type	Information
Full Transit Agency Name	Peoria Transit
Transit Agency Address	City of Peoria 8401 W. Monroe St. Peoria, AZ 85345
Name and Title of Accountable Executive 673.23(d)(1)	Jay Davies, Public Works Director
Name of Chief Safety Officer or SMS Executive 673.23(d)(2)	Transit Manager
Mode(s) of Service Covered by This Plan 673.11(b)	Demand Response
FTA Funding Types (e.g., 5307, 5310, 5311)	5307

FIGURE 1: PEORIA TRANSIT ORGANIZATIONAL CHART



Authorities & Responsibilities – 673.23(d)

Peoria is establishing the necessary authority, accountabilities, and responsibilities for the management of safety amongst the key individuals within the organization, as those individuals relate to the development and management of our SMS, as required in 49 CFR Part 673.23(d). In general, the following defines the personnel, authority, and responsibilities associated with the organization.

The **Accountable Executive**, in this case the **Peoria Public Works Director**, has ultimate responsibility for carrying out the SMS of our public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the ASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan, in accordance with 49 U.S.C. 5326. The Accountable Executive has authority and responsibility to address substandard performance in the Peoria SMS, per 673.23(d)(1).

Agency leadership and executive management include members of our agency leadership or executive management, other than the Accountable Executive, Chief Safety Officer (CSO)/SMS Executive, who have authority or responsibility for day-to-day implementation and operation of our agency's SMS.

The **Peoria Transit Manager** will serve as the CSO. The **CSO** is an adequately trained individual who has the authority and responsibility as designated by the Accountable Executive for the day-to-day implementation and operation of the Peoria SMS. As such, the CSO is able to report directly to our transit agency's Accountable Executive.

Key staff are staff, groups of staff, or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating our agency's SMS.

Frontline employees perform the daily tasks and activities where hazards can be readily identified so the identified hazards can be addressed before the hazards become adverse events. These employees are critical to SMS success through each employee's respective role in reporting safety hazards, which is where an effective SMS and a positive safety culture begins. Frontline employees at Peoria include the bus operators, dispatchers, and supervisory personnel.

The **Safety Committee** is a committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management. Pursuant to the Bipartisan Infrastructure Law (BIL) updates to 49 USC Section 5329(d), Peoria has created a Safety Committee composed of an equal representation of frontline employees and management representatives. The Safety Committee at a minimum, is responsible for:

- Review and approval of this PTASP;

- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the agency's safety risk assessment;
- Identify mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended; and,
- Identify safety deficiencies for purposes of continuous improvement.

See the charter in Appendix C.

SAFETY POLICIES AND PROCEDURES

Safety Management Policy – 673.23(a)

Peoria recognizes that the management of safety is a core value. Peoria is committed to providing safe and reliable transportation to the communities it serves. The management team of Peoria will embrace the SMS and is committed to developing, implementing, maintaining, and constantly improving processes to ensure safety. As SMS is a top-down method for instituting safety practices throughout the agency, all levels of management and frontline employees are committed to safety and understand that safety is the primary responsibility of all employees. As necessary, Peoria will plan to develop plans, procedures, structures, and resources to support the implementation of SMS within the agency. Peoria is committed to performing the following activities to implement SMS and this PTASP:

- Communicate the purpose and benefits of the SMS to all staff, managers, supervisors, and employees through Safety Promotion activities. This communication will specifically define the duties and responsibilities of each employee throughout the organization and all employees will receive appropriate information and SMS training.
- Provide appropriate management involvement and the necessary resources to establish an effective employee safety reporting system that will encourage employees to communicate and report any unsafe work conditions, hazards, or at-risk behavior to the management team.
- Identify hazardous and unsafe work conditions and analyzing data from the employee reporting system. After thoroughly analyzing provided data, the transit operations division will develop processes and procedures to mitigate safety risk to an acceptable level.
- Ensure that no action will be taken against employees who disclose safety concerns through the reporting system, unless disclosure indicates an illegal act, gross negligence, or deliberate or willful disregard of regulations or procedures.
- Establish Safety Performance Targets (SPTs) that are realistic, measurable, and data driven.
- Continual improvement of safety performance through management processes that ensure appropriate safety management action is taken and is effective.
- Ensure the SMP is signed by highest executive in the agency to convey that SMS is important to the highest level of the organization.
- Provide resources for managing safety during service delivery.
- Convey to employees and agency stakeholders that receiving safety information is critical to the operation and success of the SMS.
- Ensure that the Peoria strategies and guidelines to address infectious disease planning and response is consistent with the Centers for Disease Control and Prevention and the Arizona and local health authorities in order to minimize exposure to infectious diseases in accordance with 49 USC section 5329 (d)(1)(D) through the Personnel Administrative Regulations, 9-3: Communicable Disease Outbreak program.

Employee Safety Reporting Program – 673.23(b)

Frontline employees are a significant source of safety data as they are typically the first line of defense in daily operations and maintenance. These employees are typically the first to spot unsafe conditions that arise from unplanned conditions either on the vehicles, in the maintenance shop, or in the field during operations. For this reason, the Employee Safety Reporting Program (ESRP) is a major tenet of the PTASP Rule. Under this requirement, agencies must establish and implement a process that allows employees to report safety conditions directly to senior management; provides protections for employees who report safety conditions to senior management; and includes a description of employee behaviors that may result in disciplinary action.

Peoria management will ensure that all employees are encouraged to report safety conditions directly to senior management or their direct supervisor for elevation to senior management. The Peoria ESRP also covers any contract employees. As a part of its ESRP, Peoria management will strive to regularly update the individual(s) or group that provided the initial report to advise on what steps have and will be taken to address the hazard(s). This is a critical aspect of SMS in order to provide a feedback loop and provide employees with assurances that safety concerns are heard and are addressed accordingly.

Peoria complies with the requirements for establishing and implementing an employee safety reporting process through its Personnel Administrative Regulation 5-16: Workplace Investigations. The policy prohibits retaliation of any kind against anyone who participates in an investigation, or who raises issues that initiates an investigation. However, employee behaviors that may result in disciplinary actions are described in a separate document, Administrative Regulation 90-03: Disciplinary Action. This policy includes a list of offenses that may be considered as misconduct.

Communicating the Policy Throughout the Agency – 673.23(c)

Peoria is committed to ensuring the safety of our passengers, personnel, and operations. Part of that commitment is developing an SMS and agency wide safety culture that reduces agency risk to the lowest level possible. The first step in developing a full SMS and agency wide safety culture is communicating the SMP throughout the agency. The SMP and safety objectives are at the forefront of all communications. This communication strategy will include posting the policy in prominent work locations for existing employees and adding the policy statement to the on-boarding material for all new employees. In addition, the policy statement and safety moments will become part of our agency's regular safety meetings and other safety communications efforts. The signed PTASP serves as the Accountable Executive's endorsement of the SMP. Additionally, the Peoria City Council annually adopts the PTASP and the Peoria SMP.

PTASP Development and Coordination with ADOT – 673.11(d)

This PTASP was originally developed in collaboration between the Arizona Department of Transportation (ADOT) and the City of Peoria in accordance with all requirements stated in 49 CFR Part 673 and 49 USC Section 5329 applicable to a small public transportation provider.

PTASP Annual Review – 673.11(a)(5)

Per 49 U.S.C. 5329(d)(1)(D), this plan includes provisions for annual updates of the SMS. As part of Peoria's ongoing commitment to fully implementing SMS and engaging our agency employees in developing a robust safety culture, Peoria reviews the ASP and all supporting documentation annually. The review is conducted as a precursor to certifying to FTA that the PTASP is fully compliant with 49 CFR Part 673 and accurately reflects the agency's current implementation status. Certification is accomplished through Peoria's annual Certifications and Assurances reporting to FTA.

The annual review includes the PTASP and associated supporting documents (e.g., Standard Operating Procedures [SOP], Policies, Manuals, etc.) that are used to fully implement all the processes used to manage safety at Peoria. All changes are noted (as discussed below) and the Accountable Executive and CSO sign and date the title page of this document and provide documentation of approval by the Peoria Transit Safety Committee followed by the Peoria City Council, whether by signature, by reference to resolution, or by agenda item approval.

The annual PTASP review follows the update activities and schedule provided below in Table 2. As processes are changed to fully implement SMS or new processes are developed, Peoria will track those changes for use in the annual review.

TABLE 2: PTASP ANNUAL UPDATE TIMELINE

Task	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept
Review Agency Operations	→	→						
Review SMS Documentation *Safety Policy;* *Risk Management;* *Safety Assurance; and* *Safety Promotion*.		→	→					
Review Previous Targets and Set or Continue Targets			→	→				
Report Targets to National Transit Database (NTD), Metropolitan Planning Organization (MPO) – Maricopa Association of Governments (MAG)					→			
Make Any Necessary Adjustments to PTASP						→	→	
Update Version No., Adopt & Certify Plan Compliance								★

The following table, Table 3, is used to record final changes made to the ASP during the annual update. This table is a permanent record of the changes to the ASP over time.

TABLE 3: PTASP RECORD OF CHANGES

Document Version	Section/Pages Changed	Reason for Change	Reviewer Name(s)	Date of Change
1	New Document	PTASP was adapted from the original Arizona DOT statewide PTASP. PTASP accounts for new requirements under the Bipartisan Infrastructure Law within 49 USC Section 5329(d), issued February 17, 2022	Chris LaRue, August Stanley, Amelija Sorg-Taylor	September 2022

The implementation of SMS is an ongoing and iterative process, and, as such, this PTASP is a working document. Therefore, a clear record of changes and adjustments is kept in the PTASP for the benefit of safety plan performance management and to comply with Federal statutes.

PTASP Maintenance – 673.11(a)(2)(c)

Peoria follows the annual review process outlined above and adjust the PTASP as necessary to accurately reflect current implementation status. This plan documents the processes and activities related to SMS implementation as required under 49 CFR Part 673 Subpart C and Peoria makes the necessary updates to this PTASP as it continues to develop and refine its SMS implementation.

PTASP Documentation and Recordkeeping – 673.31

At all times, Peoria maintains documents that set forth within the PTASP, including those documents related to the implementation of Peoria SMS processes and activities. Peoria's Document Retention Policy is further described in section 41-151.15 of Preservation of Public Records, under the Arizona Revised Statutes. Per this document, Peoria Transit implements the following requirements:

All records made or received by public officials or employees of the State of Arizona or counties and incorporated towns in the course of their public duties are property of the State of Arizona. Records shall not be destroyed or otherwise disposed of by any agency of the State unless determined by the State Library that the records have no further administrative, legal, fiscal, research or historical value.

Peoria also maintains documents that are included in whole, or by reference, that describe the programs, policies, and procedures that our agency uses to carry out the PTASP and all iterations of

those documents. These documents can be made available upon request to the FTA, other Federal entity, or ADOT. Moreover, Peoria maintains all records related to its SMS, including:

- Transit Safety Committee meeting agendas and notes;
- Employee ride-check results;
- Employment records;
- Safety bulletins;
- Preventive and corrective maintenance records;
- Corrective Action Plans;
- Training records; and
- Accident and incident investigations.

Peoria maintains these documents and records for a minimum of three years after the documents are created. These additional supporting documents are cataloged in Appendix A and the list are kept current as a part of the annual PTASP review and update.

Safety Performance Measures – 673.11(a)(3)

The PTASP Final Rule, 49 CFR Part 673.11(a)(3), requires that all public transportation providers must develop a PTASP to include SPTs based on the safety performance measures established under the NSP. The safety performance measures outlined in the NSP were developed to ensure that the measures can be applied to all modes of public transportation and are based on data currently being submitted to the NTD. The safety performance measures included in the NSP are fatalities, injuries, safety events, and system reliability (State of Good Repair as developed and tracked in the TAM Plan).

There are seven SPTs that must be included in each ASP that are based on the four performance measures in the NSP. These SPTs are presented in terms of total numbers reported and rate per Vehicle Revenue Mile (VRM). With the Bipartisan Infrastructure Law changes in 49 USC Section 5329(d), agencies must use a three-year rolling average to identify the baseline for the safety performance targets (SPT), which is broken down in Table 4. The last row of the Table includes the SPTs for 2023.

TABLE 4: PEORIA 2023 SAFETY PERFORMANCE TARGETS

	Fatalities	Rate* of Fatalities	Injuries	Rate* of Injuries	Safety Events	Rate* of Safety Events	System Reliability**
2019 Actual	0	0.00	0	0.00	0	0.00	11,361
2020 Actual	0	0.00	0	0.00	0	0.00	11,794
2021 Actual	1	1.15	1	1.15	2	2.31	86,767
Average	0.33	0.38	0.33	0.38	0.67	0.77	36,641
2023 SPT (DR)	0.33	0.38	0.33	0.38	0.67	0.77	36,641

*rate = events per 100,000 vehicle revenue miles / **System Reliability = miles between major mechanical failures

While safety has always been a major component of the Peoria operation, the adoption of this PTASP will result in changes across all aspects of the organization. The SPTs in Table 4 reflect an acknowledgement that SMS implementation will produce new information that will be needed to accurately set meaningful SPTs. Peoria will continue to set targets at the current NTD reported three-year average as we begin the process of fully implementing SMS and developing its targeted safety improvements. This will ensure that Peoria does no worse than the baseline performance over the last three years.

As part of the annual review of the PTASP, Peoria reevaluates its SPTs and determines whether the SPTs need to be refined based on the three previous years of NTD data. As more data is collected as part of the safety risk management process discussed later in this plan, Peoria may begin developing safety performance indicators to help inform management on safety related investments.

Safety Performance Target Coordination – 673.15(a)(b)

Peoria makes its SPTs available to ADOT and the MPO, Maricopa Association of Governments (MAG), to aid in those agencies' respective regional and long-range planning processes. To the maximum extent practicable, Peoria coordinates with ADOT and MAG in the selection of State and MPO SPTs.

Each year during the FTA Certifications and Assurances reporting process, Peoria will transmit any updates to its SPTs to both the MAG and ADOT (unless those agencies specify another time in writing).

SAFETY MANAGEMENT SYSTEMS – 673 SUBPART C

As previously noted, FTA has adopted SMS as the basis for improving safety across the public transportation industry. In compliance with the NSP, 49 CFR Part 673, 49 USC Section 5329 (d), Peoria is adopting SMS as the basis for directing and managing safety and risk at our agency. Peoria has always viewed safety as a core business function. All levels of management and employees are accountable for appropriately identifying and effectively managing risk in all activities and operations to deliver improvements in safety and reduce risk to the lowest practical level during service delivery.

SMS is comprised of four basic components: SMP, SRM, SA, and SP. The SMP and SP are the enablers that provide structure and supporting activities that make SRM and SA possible and sustainable. The SRM and SA are the processes and activities for effectively managing safety as presented in Figure 2.

FIGURE 2: SAFETY MANAGEMENT SYSTEMS



Implementing SMS at Peoria will be a major undertaking over the next several years. Additionally, once the SMS is fully in place, Peoria will assess the programs in place through continuous improvement, a major tenant of SMS. This PTASP is the first step to putting in place a systematic approach to managing the agency's risk. Peoria has already taken several steps to implement SMS, such as developing this initial PTASP and designating a CSO.

Safety Risk Management – 673.25

By adopting this ASP, Peoria is establishing the Safety Risk Management process presented in Figure 3 for identifying hazards and analyzing, assessing, and mitigating safety risk in compliance with the requirements of 49 CFR Part 673.25. The Safety Risk Management processes described in this section are designed to implement the Peoria SMS.

FIGURE 3: SAFETY RISK MANAGEMENT PROCESS



The implementation of the SRM component of the SMS will be carried out over the course of the next few years. The SRM components will be implemented through a program of improvement during which the SRM processes will be implemented, reviewed, evaluated, and revised, as necessary, to ensure the processes are achieving the intended safety objectives as the processes are fully incorporated into Peoria SOPs.

The SRM is focused on implementing and improving actionable strategies that Peoria has undertaken to identify, assess and mitigate risk. The creation of a Risk Register provides an accessible resource for documenting the SRM process, tracking the identified risks, and documenting the effectiveness of mitigation strategies in meeting defined safety objectives and performance measures. The draft Risk Register is presented in Figure 4.

Peoria values the safety of their employees and has established the 2020-2024 Safety and Health Strategic Plan to outline the goals and vision for a safe work environment. Personnel Administrative Regulations (PAR) establish policies for safety and other requirements of city employees. PAR 9-1 Safety identifies the responsibilities of employees, supervisors, and administrators to create a safe work environment and reduce injuries and illnesses in the workplace.

FIGURE 4: DRAFT RISK REGISTER

Hazard ID	Hazard Type	Source	Identification Date	Description	Hazard Rating (Likelihood and Consequence)	Mitigation	Status of feedback with reporter (if applicable)	Updated Hazard Rating (after mitigation)

As the SRM process progresses through the steps of identifying what may be wrong, what could happen as a result, and what steps Peoria is taking to resolve the risk and mitigate the hazard, the CSO completes and publishes the various components of the Risk Register. These components include the use of safety hazard identification, safety risk assessment, and safety risk mitigation, as described in the following sections.

Safety Hazard Identification – 673.25(b)

Peoria already has a series of methodologies to identify safety hazards, primarily through frontline personnel. These methods primarily involve identifying hazards during operations along the line (i.e., traffic hazards, obstacles, pedestrian hazards, etc.) as well as through the inspection and maintenance process. The City of Peoria has a number of policies, procedures and training methods in place that focus on managing safety and methods to report hazardous or unsafe conditions. Transit employees can report safety concerns using several methods, starting with reporting the situation to a lead or supervisor, or the Transit Safety Committee. Additionally, transit employees can report online to the city's Safety Coordinator using the Safety Concern and Near Miss Form. Peoria has training requirements for staff in areas of safety, which is monitored by Human Resources to ensure all staff takes the required safety training. There are videos available to all employees to supplement training regarding safety. (See training under Safety Promotion). Peoria has conducted Job Hazard Analyses for all transit positions and certain job duties, which can result in injury if not performed correctly.

Peoria has processes in place to identify and mitigate these hazards as soon as possible, preferable at the time of identifying and reporting the hazard. However, Peoria will plan to use the Risk Register as a process to assess the hazards and identify any trends.

MAINTENANCE AND INSPECTIONS

Peoria's maintenance program is a key component of implementing safety risk management. The City of Peoria Transit services are provided through the City's Transit Division. Vehicles operated by the City are maintained by the Fleet Services Division (FSD) through a Service Level Agreement. The agreement provides vehicle maintenance and fleet administration as having the primary responsibility of ensuring that all City vehicles are safe and available for their intended purpose. Transit specific inspection and

maintenance schedules are developed with detailed checklists of items to inspect and maintain at regular set intervals. Responsibilities under the FSD include conducting regulatory and safety inspections of the vehicles. Drivers additionally are required to conduct a pre- and post-trip inspection through the Bus Driver Vehicle Inspection Form. If no issues of safety are identified, these inspections sheets are turned in daily and kept with the vehicle records. These inspections must be turned in to the dispatch office at the end of each workday or electronically submitted if using electronic devices. In addition, drivers are charged with submitting any maintenance item to the FSD to ensure corrective action is taken. FSD also uses the Supervisor/Senior Operator Transit Vehicle Inspection Form for tracking any defects to be reported to FSD. The process for using the forms is explained in Section 6 – Employee Responsibilities of the Transit Handbook.

OPERATIONS

During daily operations, bus operators, supervisors, and dispatchers are expected to report any hazards they may identify throughout their shifts. Operations staff are a critical component of the safety risk management and hazard identification process. If a frontline employee or contractor identifies a hazard in operating areas or in private City facilities, they are required to report the hazard to management through the quickest method possible as well as to the Safety Coordinator using the Safety Concern and Near Miss Form. Ideally, if a hazard is identified along a route or other operating areas, they work with management staff to mitigate the problem immediately. If this is not feasible, management and frontline staff will work together to identify a mitigation and track it to completion. Regardless of how the hazard is mitigated, the CSO ensures that all identified hazards are tracked through the Risk Register in order to have a documented list of hazards within or affecting the agency operations. See more details on the safety risk assessment and mitigation processes in the sections below.

PROCUREMENT

The City of Peoria adopts the Procurement Administrative Guidelines from the Department of Materials Management. The policy states the Materials Manager is responsible for monitoring the use of specifications for supplies, services, and construction required by the City. Additionally, the Transit Safety Committee is responsible for reviewing transit procurements for safety features prior to processing the procurement.

Within the SRM process, Procurement is responsible for working with Peoria Transit to identify any potential hazards that may arise depending on the items necessary for purchase. Procurement works with the Transit group to ensure the agency procures the best possible products for maintenance and operations of the system following a comprehensive SRM process.

Safety Risk Assessment – 673.25(c)

Peoria utilizes the Military Standard (MIL-STD) 882E, which is considered an industry best practice. This standard utilizes an overall safety risk rating, which is a composite of the severity and likelihood of a given safety hazard. Figure 5 is a guide to the severity/probability which provides a final rating.

Hazard severity is a subjective measure of hazard, supported by factual data, and will be categorized as follows:

- Catastrophic – Death or system loss
- Critical – Severe injury, severe occupational illness, or major system damage
- Marginal – Minor injury, minor occupational illness, or minor system damage
- Negligible – less than minor injury, occupational illness, or system damage
- Insignificant - Operating conditions are such that human error, subsystem or component failure or procedural deficiencies will result in no injury, none or minor damage to equipment, no adverse reputational damage.

Hazard probability is a subjective measure of likelihood that a specific hazard will occur and will be categorized as follows:

- Frequent – Likely to occur frequently
- Probable – Likely to occur several times
- Occasional – Likely to occur sometime
- Remote – Unlikely but possible to occur
- Improbable – So unlikely that it can be rejected from consideration
- Eliminated – Incapable of occurrence

Once hazards are identified and categorized, subsequent analysis will be undertaken to resolve the issue and minimize risk associated with the identified hazard. A hazard resolution matrix is used to combine hazard severity and hazard frequency, as shown in the matrix, to identify the level of acceptance for a specific hazard/risk.

FIGURE 5: SAFETY RISK ASSESSMENT MATRIX

Bus Transit Agency					
HAZARD RISK INDEX					
Probability	**Severity**				
	1	**2**	**3**	**4**	**5**
	Catastrophic	**Critical**	**Marginal**	**Negligible**	**Insignificant**
(A) Frequent	1A	2A	3A	4A	5A
(B) Probable	1B	2B	3B	4B	5B
(C) Occasional	1C	2C	3C	4C	5C
(D) Remote	1D	2D	3D	4D	5D
(E) Improbable	1E	2E	3E	4E	5E
(F) Eliminated					

Figure 6 displays the ultimate breakdown of how Peoria will address hazards, by their rating:

FIGURE 6: HAZARD ACCEPTANCE CRITERIA

HAZARD ACCEPTANCE CRITERIA			
Hazard Risk Index	**Decision Authority**		**Special Conditions**
	1A, 1B, 1C, 2A, 2B, 3A	Unacceptable	*Must be mitigated*
	1D, 2C, 2D, 3B, 3C, 4A	Undesirable	*Requires bus transit agency management decision:*
	1E, 2E, 3D, 3E, 4B, 4C, 4D, 5A, 5B, 5C	Acceptable with Review	*Requires bus transit agency management decision:*
	4E, 5D, 5E	Acceptable without Review	Acceptable without further review
Eliminated			

Hazards are further defined as the following:

- Unacceptable Hazards – Hazards with a Hazard Risk Index of 1A, 1B, 1C, 2A, 2B, 3A are "unacceptable" and must be mitigated in the most expedient manner possible to eliminate or control them prior to the project initiating service, by reducing the severity and/or probability of the hazard to an acceptable level.
- Undesirable Hazards – Hazards with a Hazard Risk Index of 1D, 2C, 2D, 3B, 3C, 4A are "undesirable." A management decision is required by Peoria on the specific method of corrective action to mitigate the risk based on additional considerations such as the availability of acceptable alternative measures (workarounds), availability of resources, on a permanent or temporary basis.
- Acceptable with Review Hazards – Hazards with a Hazard Risk Index of 1E, 2E, 3D, 3E, 4B, 4C, 4D, 5A, 5B, 5C are "acceptable with review" by the bus transit agencies. Peoria may accept the risk associated with retaining the identified hazard in an "as is" condition with no further corrective action. Alternatively, the Peoria may prescribe periodic tests and inspections or other preventative measures to ensure, on a continuing basis, that the original severity and probability ratings are not invalidated over time by degradation of conditions in the subject item.
- Acceptable without Review Hazards – Hazards with a Risk Index of 4E, 5D, 5E are "acceptable" without review. The results of the analysis will be shared by the CSO with the Accountable Executive on an ongoing basis to identify appropriate actions. All "unacceptable" hazards must be eliminated, and measures will be taken for the remaining risk acceptance categories to minimize risk. The results of such analysis will be shared with agency staff and law enforcement agencies on a quarterly basis for awareness and support.

Safety Risk Mitigation – 673.25(d)

In the final step of the SRM process, Peoria may determine and implement safety mitigation actions to reduce or eliminate all identified safety hazards. Mitigation actions may be developed in the form of elimination, engineering, procedural changes, and/or administrative changes. Once a mitigation action has been identified, Peoria assesses all changes that result from the mitigating actions and whether they may introduce new hazards. If existing mitigation measures are sufficient, then no further mitigation actions are necessary. However, Peoria may need to reassess proposed mitigations to ensure that it will decrease the existing safety risk rating to an acceptable level and avoid the development of any new hazards.

Risk Reduction Program – 49 USC Section 5329(d)(1)(I)

Peoria will continuously develop and improve its risk reduction program in order to reduce the number and rates of accidents, injuries, and assaults to Peoria's transit workers. Peoria will monitor internal data and NTD to assess trends and identify measures to take to reduce vehicular and pedestrian accidents. Additionally, Peoria will monitor transit worker assault data and identify mitigations, including the deployment of assault mitigation infrastructure and technology, as deemed necessary. Such mitigations may include barriers to restrict access from individuals. Such risk reduction assessments will be conducted as a part of the Transit Safety Committee activities.

In addition to conducting risk reduction assessments, Peoria also establishes safety performance targets (see further details in Safety Risk Measures section). These targets are annually updated based on a three-year rolling average of the data submitted by Peoria to the NTD.

Safety Assurance – 673.27 (a)

Safety assurance is a process that functions to ensure the implementation and effectiveness of safety risk mitigation and is the process by which Peoria ensures that it meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Performance Monitoring and Measuring – 673.27 (b)

49 CFR Part 673.27 requires transit agencies to establish activities to:

- Monitor its system for compliance with, and sufficiency of, the agency's procedures for operations and maintenance;
- Monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended;
- Conduct investigations of safety events to identify causal factors; and
- Monitor information reported through any internal safety reporting programs.

MONITORING OPERATIONS AND MAINTENANCE COMPLIANCE 673.27(B)(2)

Peoria conducts safety performance monitoring and measuring through several methodologies. In terms of overall state of good repair and maintenance of assets, Peoria utilizes its maintenance documentation to monitor any potential trends in equipment reliability and potential safety risks. Peoria monitors maintenance records compiled by FSD including:

- Pre-trip inspection forms;
- Post-trip inspection forms;
- Bus Driver Vehicle Inspection forms; and
- Corrective maintenance records.

Peoria Transit monitors vehicle operations as prescribed in the Transit Vehicle Management Procedures to ensure safe operations. The procedures detail steps to include daily monitoring of vehicles for safety and proper maintenance. Pre and Post trip forms are required daily by operators and submitted to Transit management for review and retention.

Additionally, Peoria management and supervisors conduct proficiency checks on bus operators which may include fitness for duty checks, ride-alongs or stationary and/or trailing ride checks. Peoria uses the resulting data to identify if there are any common trends or hazards affecting operations. Following ride checks, if any deficiencies are noted, Peoria supervisors will coach the operators on any necessary rules to review and areas for improvement.

MONITORING INTERNAL SAFETY REPORTING PROGRAMS 673.27(B)(4)

As a primary part of the internal safety reporting program, Peoria monitors information reported through the ESRP. When a report originating through the complaint process documents a safety hazard, the supervisor submits the hazards identified through the internal reporting process, including previous mitigation in place at the time of the safety event. The supervisor submits the hazard report to the SRM process to be analyzed, evaluated, and if appropriate, assigned for mitigation/resolution.

OTHER SAFETY ASSURANCE INITIATIVES

Peoria is undertaking efforts to implement processes to identify and monitor more leading indicators or conditions that have the potential to become or contribute to negative safety outcomes. This may include trend analysis of environmental conditions through monitoring National Weather Service data; monitoring trends toward or away from meeting the identified SPTs; or other indicators as appropriate.

Safety Event Investigations – 673.27(B)(3)

Event investigations are a key aspect of the overall SRM and SA process. Peoria utilizes event investigations to identify the root cause of the event. The City of Peoria has a Risk Management Division and a Safety Office, to assess risk elements and mitigates hazards. For employee workplace injury and illness, incidents, or accidents, the City has a program in place to ensure these are adequately and appropriately reviewed. Peoria has developed the Incident Review Procedure Written Safety Program that provides the structure for investigating workplace incidents to determine preventability and assist in mitigating future occurrences. In addition to the City's overall Safety Plan, the Transit Division has procedures specific to transit to follow based on the situation and identifies the responsibilities by position. These include procedures for dispatchers, drivers and supervisors. As the vehicles are City-owned, any incident or accident involving a bus requires Peoria Police to be called to conduct an investigation in addition to the transit supervision investigation.

Peoria analyzes the root causes of event investigations to assess if it is a common hazard affecting the agency operations and whether it needs to be tracked and mitigated. Additionally, Peoria regularly reviews all events that occur over time to identify if there are any common trends caused by maintenance, reliability of assets, rules compliance, etc. The Peoria Incident Review Procedure Written Safety Plan further details the transit division's event investigation procedures.

Safety Promotion – 673.29

49 CFR Part 673.29(a) requires transit agencies to establish and implement a comprehensive safety training program for all agency employees and contractors directly responsible for safety in the agency's public transportation system. The training program must include refresher training, as necessary.

Safety Competencies and Training – 673.29(a)

EMPLOYEE/CONTRACTOR TRAINING PROGRAM

The City of Peoria conducts training through its Transit Employee Handbook as part of the onboarding process for new employees. In accordance with 49 USC Section 5329 (d)(H)(i)(II), Peoria will provide all pertinent safety training, refresher training, and de-escalation training for operations and maintenance personnel. The City of Peoria maintains a comprehensive training program with elements directly identified regarding safety. In addition, the Transit Division supplements the City's required training to include training specific to Transit safety.

The training program contains the following categories:

- New hire training for workplace safety
    - New hire training for transit-specific staff
- On-going/refresher training City wide (annual, bi-annual, or periodic)
    - On-going transit-specific training requirements
- Initiated required training (for unplanned purposes, such as COVID-19)
    - Items identified during ride checks or safety inspections that may require additional refresher training

Peoria has training requirements for staff in areas of safety, which is monitored by Human Resources to ensure all staff takes the required safety training. There are videos available to all employees to supplement training regarding safety. Peoria also provides continuing training, as necessary, to employees to ensure they stay current with the agency's safety practices and procedures.

Training for Peoria employees include both the City-wide training as well as position-specific transit training. The training list curriculum is included in Appendix D.

EMPLOYEE/CONTRACTOR TRAINING RECORDS

49 CFR Part 673.31 requires transit agencies to maintain documents related to the implementation of its SMS, and results from SMS processes and activities. These documents must be made available upon request by the FTA and must maintain these documents for a minimum of three years after they are created. At Peoria, the City maintains an electronic tracking system with Certificates of Completion to ensure all employees are complying with desired set goals. The Transit Division monitors Division specific training using a spreadsheet and ensures compliance by maintaining the scheduling of these

trainings. This spreadsheet is also used to identify the specified training required for each transit staff member, by position.

EMPLOYEE/CONTRACTOR TRAINING COMPLIANCE

To verify compliance requirements and verify the effectiveness of its training program, training documents are retained by Peoria including:

- Records of training needs analysis for curriculum development;
- Curricula for initial and refresher training;
- Training schedules and records of all completed training; and
- Procedures for revising training materials.

Safety Communication – 673.29(b)

SAFETY MEETINGS

Peoria conducts monthly safety meetings to distribute safety information to employees and contractors. A safety moment is discussed at each monthly meeting, after which, employees are required to sign off for attendance and understanding. The Peoria Transit Division will develop a policy that describes the process and mechanism for distributing safety information to agency employees and contractors. Peoria encourages drivers to report any safety immediately to dispatch or management. If the concern is not of emanate danger the topic is added to the monthly meeting, or a separate meeting and investigation may result. EMERGENCY MANAGEMENT

The City of Peoria adopts the City of Peoria Hazardous Materials Written Safety Program. All employees that may be responsible for hazardous materials are to avail themselves to this program. Additionally, the City of Peoria Emergency Operations Plan provides a description of the hazardous materials requirement under Section ESF #10, Hazardous Materials. The plan aligns with the ESF #10 function in the Maricopa County Emergency Operation Plan (EOP), the State of Arizona Emergency Response and Recovery Plan (SERRP), and the National Response Framework. The plan requires Peoria Fire-Medical Department to respond to incidents in the City involving hazardous materials with the goal stabilizing the incident and leaving clean-up operations to hazardous materials specialists.

The City of Peoria Hazardous Materials Written Safety Program contains policies and procedures for the Right-to-Know Program for communicating chemical and material hazards throughout the agency. Training for employees is provided prior to any exposure to hazardous materials and provided at least every two years after initial training. Training includes what is provided on the Safety Data Sheets (SDS) and how to access them. The SDS are maintained and updated as necessary by the Safety Department at Peoria.

DRUG AND ALCOHOL PROGRAM

Peoria complies with the drug and alcohol program and ensures the safety of City employees through the restriction of the use of alcohol and drugs in the workplace. The City has adopted a zero-tolerance philosophy on substance abuse and promotes self-identification and education. The policy covers the following topics:

- Types of Testing
- Collection and Testing
- Privacy and Confidentiality
- Employee Responsibilities
- Prescription and Over-the-Counter Drugs
- Referral for Treatment
- Definitions

APPENDIX A

Supporting Documents

- Document Retention Policies, Facilities and Transit Records
- Emergency Operations Plan, Revised October 3, 2019
- Hazardous Materials Incident Review Procedure Written Safety Plan, A.R.S. 23-403.A, July 2022
- Personnel Administrative Regulation 5-16, Workplace Investigations
- Personnel Administrative Regulations 9-1, Safety
- Personnel Administrative Regulations 9-2, Reporting Injuries / Accidents
- Personnel Administrative Regulations 9-3, Communicable Disease Outbreak
- Personnel Administrative Regulations 5-3, Drug / Alcohol-Free Workplace, March 1, 2018
- Procurement Administrative Guidelines, July 1, 2019
- Safety Concern and Near Miss Form (online form)
- 2020-2024 Safety and Health Strategic Plan
- Transit Safety Committee Charter, July 21, 2022
- Supervisor Transit II Vehicle Inspection Form
- Transit Asset Management Plan, June 19, 2019
- Transit Handbook, 2019
- Vehicle Inspection Report – Preventive Maintenance Inspection

Glossary of Terms

Accident: means an event that involves any of the following: a loss of life; a report of a serious injury to a person (see "Serious Injury" below); a collision of transit vehicles; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

Accountable Executive (typically the highest executive in the agency): means a single, identifiable person who has ultimate responsibility for carrying out the Safety Management System of a public transportation agency, and control or direction over the human and capital resources needed to develop and maintain both the agency's PTASP, in accordance with 49 U.S.C. 5329(d), and the agency's TAM Plan in accordance with 49 U.S.C. 5326.

Agency Leadership and Executive Management: means those members of agency leadership or executive management (other than an Accountable Executive, CSO, or SMS Executive) who have authorities or responsibilities for day-to-day implementation and operation of an agency's SMS.

Chief Safety Officer (CSO): means an adequately trained individual who has responsibility for safety and reports directly to a transit agency's chief executive officer, general manager, president, or equivalent officer. A CSO may not serve in other operational or maintenance capacity, unless the CSO is employed by a transit agency that is a small public transportation provider as defined in this part, or a public transportation provider that does not operate a rail fixed guideway public transportation system.

Corrective Maintenance: Specific, unscheduled maintenance typically performed to identify, isolate, and rectify a condition or fault so that the failed asset or asset component can be restored to a safe operational condition within the tolerances or limits established for in-service operations.

Equivalent Authority: means an entity that carries out duties similar to that of a Board of Directors, for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's PTASP.

Event: means an accident, incident, or occurrence.

Federal Transit Administration (FTA): means the Federal Transit Administration, an operating administration within the United States Department of Transportation.

Hazard: means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

Incident: means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

Investigation: means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

Key staff: means a group of staff or committees to support the Accountable Executive, CSO, or SMS Executive in developing, implementing, and operating the agency's SMS.

Major Mechanical Failures: means failures caused by vehicle malfunctions or subpar vehicle condition which requires that the vehicle be pulled from service.

National Public Transportation Safety Plan (NSP): means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

Occurrence: means an event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

Operator of a Public Transportation System: means a provider of public transportation as defined under 49 U.S.C. 5302(14).

Passenger: means a person, other than an operator, who is on board, boarding, or alighting from a vehicle on a public transportation system for the purpose of travel.

Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Performance Target: means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the Federal Transit Administration (FTA).

Preventative Maintenance: means regular, scheduled, and/or recurring maintenance of assets (equipment and facilities) as required by manufacturer or vendor requirements, typically for the purpose of maintaining assets in satisfactory operating condition. Preventative maintenance is conducted by providing for systematic inspection, detection, and correction of anticipated failures either before they occur or before they develop into major defects. Preventative maintenance is maintenance, including tests, measurements, adjustments, and parts replacement, performed specifically to prevent faults from occurring. The primary goal of preventative maintenance is to avoid or mitigate the consequences of failure of equipment.

Public Transportation Agency Safety Plan (PTASP): means the documented comprehensive agency safety plan for a transit agency that is required by 49 U.S.C. 5329 and this part.

Risk: means the composite of predicted severity and likelihood of the potential effect of a hazard.

Risk Mitigation: means a method or methods to eliminate or reduce the effects of hazards.

Road Calls: means specific, unscheduled maintenance requiring either the emergency repair or service of a piece of equipment in the field or the towing of the unit to the garage or shop.

Safety Assurance (SA): means the process within a transit agency's SMS that functions to ensure the implementation and effectiveness of safety risk mitigation and ensures that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

Safety Committee: a committee convened by a joint labor-management process comprised of an equal number of frontline employees (selected by a labor organization representing the plurality of the frontline workforce employed by the recipient or, if applicable, a contractor to the recipient, to the extent frontline employees are represented by labor organizations) and management.

Safety Management Policy (SMP): means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of the agency's employees regarding safety.

Safety Management System (SMS): means the formal, top-down, data-driven, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

Safety Management System (SMS) Executive: means a CSO or an equivalent.

Safety Objective: means a general goal or desired outcome related to safety.

Safety Performance: means an organization's safety effectiveness and efficiency, as defined by safety performance indicators and targets, measured against the organization's safety objectives.

Safety Performance Indicator: means a data-driven, quantifiable parameter used for monitoring and assessing safety performance.

Safety Performance Measure: means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

Safety Performance Monitoring: means activities aimed at the quantification of an organization's safety effectiveness and efficiency during service delivery operations, through a combination of safety performance indicators and safety performance targets.

Safety Performance Target (SPT): means a quantifiable level of performance or condition, expressed as a value for a given performance measure, achieved over a specified timeframe related to safety management activities.

Safety Promotion (SP): means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

Safety Risk: means the assessed probability and severity of the potential consequence(s) of a hazard, using as reference the worst foreseeable, but credible, outcome.

Safety Risk Assessment: means the formal activity whereby a transit agency determines SRM priorities by establishing the significance or value of its safety risks.

Safety Risk Management (SRM): means a process within a transit agency's Safety Plan for identifying hazards, assessing the hazards, and mitigating safety risk.

Safety Risk Mitigation: means the activities whereby a public transportation agency controls the probability or severity of the potential consequences of hazards.

Safety Risk Probability: means the likelihood that a consequence might occur, taking as reference the worst foreseeable, but credible, condition.

Safety Risk Severity: means the anticipated effects of a consequence, should the consequence materialize, taking as reference the worst foreseeable, but credible, condition.

Serious Injury: means any injury which:

Requires hospitalization for more than 48 hours, commencing within seven days from the date that the injury was received;
Results in a fracture of any bone (except simple fractures of fingers, toes, or nose);
Causes severe hemorrhages, nerve, muscle, or tendon damage;
Involves any internal organ; or
Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

Small Public Transportation Provider: means a recipient or subrecipient of Federal financial assistance under 49 U.S.C. 5307 that has one hundred (100) or fewer vehicles in peak revenue service and does not operate a rail fixed guideway public transportation system.

State: means a State of the United States, the District of Columbia, or the Territories of Puerto Rico, the Northern Mariana Islands, Guam, American Samoa, and the Virgin Islands.

State of Good Repair: means the condition in which a capital asset is able to operate at a full level of performance.

State Safety Oversight Agency: means an agency established by a State that meets the requirements and performs the functions specified by 49 U.S.C. 5329(e) and the regulations set forth in 49 CFR part 674.

Transit Agency: means an operator of a public transportation system.

Transit Asset Management (TAM) Plan: means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost-effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR part 625.

Vehicle Revenue Miles (VRM): means the miles that vehicles are scheduled to or actually travel while in revenue service. Vehicle revenue miles include layover/recovery time and exclude deadhead; operator training; vehicle maintenance testing; and school bus and charter services.

Additional Acronyms Used

ADOT: Arizona Department of Transportation

BIL: Bipartisan Infrastructure Law

EOP: Emergency Operations Plan

ESRP: Employee Safety Reporting Program

FAST Act: Fixing America's Surface Transportation Act

MAG: Maricopa Association of Governments

MAP-21: Moving Ahead for Progress in the 21st Century Act

MOU: Memorandum of Understanding

MPO: Metropolitan Planning Organization

NTD: National Transit Database

PM: Preventative Maintenance

PTASP: Public Transportation Agency Safety Plan

SERRP: State of Arizona Emergency Response and Recovery Plan

SOP: Standard Operating Procedure

APPENDIX B

Board Minutes or Resolution

Place here, or place reference here.

APPENDIX C

Safety Committee Charter

Peoria Transit Safety Committee

Establishment – The Peoria Transit Safety Committee is established as required, as part of the Public Transportation Agency Safety Plan (PTASP). The Peoria Transit Safety Committee is established as of July 28, 2022. (49 CFR part 673)

Membership – Membership must be developed in cooperation with frontline employee representatives, and have equal participants of frontline staff (as selected by union-represented frontline Transit staff) and management from the Peoria Transit staff.

The committee shall consist of two (2) members:

1. The Peoria Transit Supervisor and,
2. One (1) Peoria Transit frontline staff person as selected by the Transit frontline union members from either the driver, lead operator or dispatcher job positions.

Responsibilities – The Peoria Transit Safety Committee is charged with addressing the following topics to include:

- Identify and recommend risk-based mitigations or strategies necessary to reduce the likelihood and severity of consequences identified through the safety risk assessment,
- Identify mitigations or strategies that may be ineffective, inappropriate, or were not implemented as intended,
- Establish performance targets for the risk reduction program using a 3-year rolling average and review methods for identifying and evaluating safety risks,
- Completion of a safety training program,
- Continuation of safety education and training including de-escalation training,
- Establish strategies to minimize exposure of the public, personnel, and property to hazards and unsafe conditions,
- Review safety-critical operations and maintenance rules and procedures and make determinations for updates,
- One or more members to review Transit purchases for safety features as needed,
- Minimize exposure to infectious diseases consistent with Centers for Disease Control and Prevention or State health authority guidelines,
- Improve safety and reduce the number and rate of accidents (vehicle and pedestrians), injuries, and assaults on transit workers,
- Approve the Peoria Public Transportation Agency Safety Plan prior to presentation to the Peoria City Council for approval.

Meetings – Meetings of the Safety Committee shall be held annually (as a minimum), or more often as needed. Summary notes of the discussions (including meeting date and time) shall be shared with all Transit staff and the Transit Manager within 10 working days of the meeting.

Peoria Transit Safety Committee
July 21, 2022

APPENDIX D

Citywide Training

City Required Training

Training Courses	Date Completed	Annual Refresher	Annual Refresher	Biannual Refresher	4 Years Refresher
Fire Extinguisher / Building Evacuation (Annualy)					
Computer / Cyber Security (Annualy)					
ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE) (Annualy)					
How was your day? (Harassment Prevention & Diversity) (Biannual)					
Customer Service (Biannual)					
Ethics in Public Service (Biannual)					
Hazard Communication (Includes SDS) (Biannual)					
Site Security Emergency Action Plan (Biannual)					
Site Security Active Threat Response (Biannual)					
Back Injury Prevention (Biannual)					
Ergonomics (Biannual)					
Defensive Driving (Biannual)					
Continuous Chest Compression and Automated External Defibrillator (CCC-AE					
IS100- Introduction to the incident command System (1 time only)					
IS700- Introduction to the National Incident Management System (NIMS) (1 ti					

Transit Division Training

TRANSIT DIVISION

Training plan
2019

POSITION

			VEHICLE OPERATIONS & SUPPORT STAFF								
		1 SUPERVISOR	1 VEHICLE OPERATOR	1 VEHICLE OPERATOR	1 VEHICLE OPERATOR	VEHICLE OPERATOR	1 VEHICLE OPERATOR	VEHICLE OPERATOR	OPERATIONS & DISPATCH	1 OPERATIONS & DISPATCH	1
		Name	Name	Name	Name	Name	Name	Name	Name	Name	
JHA TOPICS	**FREQUENCY**										
CDL Pre-Trip Vehicle Inspections and Operations	Annual										
Customer Service (Irate Customer)	Annual										
Driving (General)	Annual										
Emergency Procedures	Annual										
Ergonomics	Annual										
Foot travel in and Around Office	Annual										
Lifting, Pushing Material / Heavy Objects	Annual										
Office Equipment / Environment	Annual										
Pumping Gas	Annual										
Walking, Working Surfaces	Annual										
Wheelchair Lift	Annual										
Workplace Violence	Annual										
REQUIRED TRAINING											
Bloodborn Pathogens	Annual										
Customer Service and Satisfaction	Annual										
Driver Safety	Annual										
Emergency Procedures (Vehicle Operations)	Annual										
Ergonomics	Annual										
Fall Protection	Annual										
Fire Prevention	Annual										
Hazard Communication	Annual										
Heat Stress	Annual										
IS-100 Training	Once										
IS-200 Training	Once										
IS-700 Training	Once										
Office Fire Prevention	Annual										
Passenger Assistance	Annual										
Passenger Securement (Hands-On)	Annual										
Personal Protective Equipment	Annual										
Rail Road Crossing	Annual										
RECOMMENDED TRAINING											
Toolbox Topics	Monthly										
First Aid	Every 2 Years										
TRANSIT TRAINING VIDEOS / CDS											
(1) Bloodborne Pathogens	Annual										
(2) Do it Right Sure-Lok Wheelchair Securement	Annual										
(3) Drivers, Drugs & Drinking	Annual										
(4) From Sex To Religion	Annual										
(5) Hazard Perception Challenge	Annual										
(6) MC Solutions - Equip Op for Pass w/Disibilities	Annual										
(7) MC Solutions - Defensive Driving	Annual										
(8) MC Solutions - Passenger Service & Safety	Annual										
(9) MC Solutions - Speed & Space Management	Annual										
(10) RICON S-Series Transit Operational Video	Annual										
(11) Railroad Crossings Seven-Minute Solutions	Annual										
(12) Warning Signs	Annual										
(13) Easter Seals - Safe&Sec of Equip for Pass w/Disab	Annual										
(14) Easter Seals - Safe&Sec of Equip Op for Cus Svc	Annual										
(15) New El Dorado Buses Vehicle Operation Training	Annual										
(16) HR Orientation for employees	Annual										

HANDS ON TRAINING												
Compliance Disposal Clean-Up Kit (Robert S.)												
Sensitivity Training (Church)												
Sensitivity Training (C.C.)												
Vehicular Accident Reporting & Warning Device Training												
Railroad Corssing (Robert S. / Mary P. Schmidt)												
Wheel Chair Securement												
Back up Procedures												
HR ONLINE TRAINING												
Accident Prevention												
Bloodborn Pathogens												
Defensive Driving												
Fire Extinguishers												
Heat Stress												
DIAL A RIDE BOOK RECEIPT / BOOK TITLE												
Accident Investigation												
Accident's Don't Take Holidays												
Alcohol & Drug Testing												
Alcohol & Drug Testing Rules												
American with Diabilities												
Bloodborn Pathogens												
Code of Ethics												
Customer Service												
Distracted Driver												
Driving Skills-How to Improve												
Employee Info												
First Aid												
Job Safety Analysis												
MOC Safety Handbook												
MOC Guidelines												
Motor Vehicle Safety												
Older Drivers												
OSHA Safety Handbook												
Preventing Aggressive Driving												
Safe Cycling												
Safety Awareness												
Safety Orientation												
Safety Regs.												
Sensitive w/People's Disabilities												
Space Cushion Training												
Speeding												
System Security												
Terrorist Activity												
Workplace Violence												
J.J. Keller's Official OSHA Safety Handbook	Once											
J.J. Keller's Alcohol & Drug Testing: Handbook	Once											
CITY OF PEORIA TRANSIT'S POLICIES												
Cell Phone & Text Messaging												
Driving Techniques - Backing Up												
Calling Off Procedures, Office Hours & Procedures for Early AM & Last Shift Drivers												
Dial A Ride & ADA/Para Transit Service Policies												

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 15C.

Date Prepared: 10/13/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Replat for Bella Pasa Lots 19 & 20, 76th Avenue & Gelding Drive

Purpose:

Discussion and possible action to approve a Replat of Bella Pasa Lots 19 and 20, located on 76th Avenue and Gelding Drive, subject to stipulations.

Summary:

The purpose of the Replat is to shift the shared lot line between Lots 19 and 20 to accommodate setback requirements. This development is within the City's water and sewer service area. All internal roadways will remain private and will be maintained by the Bella Pasa Homeowners Association.

Previous Actions/Background:

The preliminary plat (P18-01 Bella Pasa) was reviewed by the City and completed in October 2020 and no significant changes were made to the proposed Replat.

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Replat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Replat.
3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Replat.
4. In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the

understanding that the City has the option of imposing additional requirements or stipulations.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Replat
Exhibit 2: Vicinity Map

Contact Name and Number:
Adina Lund, PE, Development and Engineering Director, 623-773-7249

FINAL PLAT
BELLA PASA LOTS 19 AND 20

BEING A REPLAT OF LOTS 19 AND 20 OF BELLA PASA,
AS RECORDED THEREOF IN BOOK 1614 OF MAPS, PAGE 35, M.C.R.,
SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11,
TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN
MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT BELLA PASA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, DOES HEREBY PUBLISH THIS "BELLA PASA LOTS 19 AND 20", BEING A REPLAT OF LOTS 19 AND 20 OF BELLA PASA, AS RECORDED THEREOF IN BOOK 1614 OF MAPS, PAGE 35, M.C.R., A PLAT OVER A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "BELLA PASA LOTS 19 AND 20" 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 AROVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "BELLA PASA", AS RECORDED THEREOF IN BOOK 1614 OF MAPS, PAGE 35, M.C.R. SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT.

IN WITHESS WHEREOF, BELLA PASA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED, DULY AUTHORIZED THIS 1 DAY OF September, 2022.

BELLA PASA LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: [redacted] DATE 9/1/2022

PRINTED NAME: Karl N. Huish

ITS: Member, Bela Flor Enterprises, LLC

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS 1 DAY OF September, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED KARL N. HUISH, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

[redacted] 9/7/2022
NOTARY PUBLIC DATE

HANNAH JUNE MARTIN
Notary Public
Commission Number 563560
Expires: June 6, 2024
Maricopa County

June 6, 2024
MY COMMISSION EXPIRES:

GENERAL NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #1249.
2. 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.
3. 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.
4. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
5. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
6. SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
8. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
9. 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.
10. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
11. MAXIMUM BUILDING ENVELOPE ON EACH LOT IS 45% COVERAGE.
12. ALL HOMES WITHIN SUBDIVISION SHALL BE LIMITED TO ONE-STORY IN HEIGHT, PER ZONING CASE Z18-09 AND ORDINANCE 2019-10.

BASIS OF BEARING

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, BEING SOUTH 01°39'34" WEST PER FINAL PLAT FOR BASHAS THUNDERBIRD VILLAGE AS RECORDED THEREOF IN BOOK 592 OF MAPS, PAGE 16, MARICOPA COUNTY RECORDS.

LEGEND

⊡	FOUND MONUMENT, AS NOTED
o	CORNER OF SUBDIVISION
⊙	BRASS CAP TO BE SET AT CONSTRUCTION
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
SVT	SIGHT VISIBILITY TRIANGLE EASEMENT
UVE	UNOBSTRUCTED VIEW EASEMENT
PUE	PUBLIC UTILITY EASEMENT
APN	ASSESSOR'S PARCEL NUMBER
RLS	REGISTERED LAND SURVEYOR
VNAE	VEHICULAR NON-ACCESS EASEMENT
DKT.	DOCKET
WME	WATER METER EASEMENT
———	LOT LINES & TRACT LINES
- - - - - -	EASEMENT LINES
═══	SUBDIVISION BOUNDARY LINES
——— – ———	CENTER LINES

HOMEOWNERS ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: BELLA PASA HOMEOWNERS ASSOCIATION, INC., AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS PLAT FOR "BELLA PASA LOTS 19 AND 20" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS PLAT.

IN WITNESS WHEREOF, Bella Pasa HOA, INC. HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS 28 DAY OF September, 2022.

BELLA PASA HOMEOWNERS ASSOCIATION, INC.,
AN ARIZONA NON-PROFIT CORPORATION

BY: [redacted]

ITS: President

ACKNOWLEDGMENT

STATE OF ARIZONA } SS
COUNTY OF MARICOPA }

ON THIS 28 DAY OF September, 2022 BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Judd Hassell, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

[redacted] 9/28/2022
NOTARY PUBLIC DATE

June 6, 2024
MY COMMISSION EXPIRES:

HANNAH JUNE MARTIN
Notary Public
Commission Number 563560
Expires: June 6, 2024
Maricopa County

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3" CITY OF PEORIA BRASS CAP IN HANDHOLE AT THE EAST QUARTER-CORNER OF SAID SECTION 11, FROM WHICH A 3" CITY OF PEORIA BRASS CAP IN HANDHOLE AT THE SOUTHEAST CORNER BEARS SOUTH 1 DEGREES 39 MINUTES 34 SECONDS WEST, 2637.98 FEET;

THENCE ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11, SOUTH 1 DEGREES 39 MINUTES 34 SECONDS WEST, 572.99 FEET TO A POINT ON SAID EAST LINE;

THENCE, DEPARTING SAID EAST LINE NORTH 89 DEGREES 59 MINUTES 44 SECONDS WEST, BEING 572.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11, 632.67 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID LINE, BEING 572.75 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 11 NORTH 89 DEGREES 59 MINUTES 44 SECONDS WEST, 128.56 FEET;

THENCE, DEPARTING SAID LINE SOUTH 1 DEGREES 39 MINUTES 34 SECONDS WEST, BEING 760.91 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 11, 10.00 FEET;

THENCE NORTH 89 DEGREES 59 MINUTES 34 SECONDS WEST, 23.25 FEET;

THENCE NORTH 0 DEGREES 00 MINUTES 16 SECONDS EAST, 128.35 FEET;

THENCE NORTH 56 DEGREES 09 MINUTES 03 SECONDS EAST, 69.46 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 72 DEGREES 28 MINUTES 12 SECONDS EAST A DISTANCE OF 45.50 FEET;

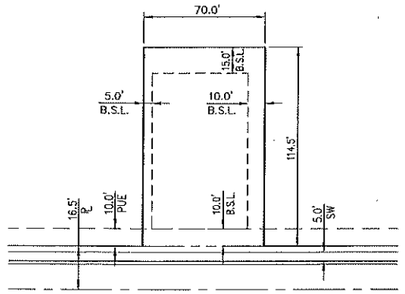
THENCE SOUTHEASTERLY 71.16 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89 DEGREES 36 MINUTES 42 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 44.50 FEET;

THENCE NORTHEASTERLY 13.32 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 17 DEGREES 08 MINUTES 46 SECONDS;

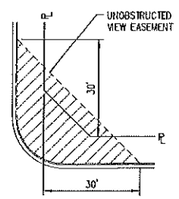
THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS EAST, 24.50 FEET;

THENCE SOUTH 0 DEGREES 00 MINUTES 16 SECONDS WEST, 127.25 FEET TO THE POINT OF BEGINNING.

CONTAINS 0.4641 ACRES, MORE OR LESS.



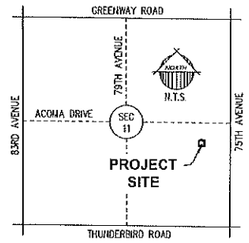
MIN. LOT DIMENSIONS
NTS



TYPICAL U.V.E. EASEMENT
LOCAL TO LOCAL STREET
COLLECTOR - COLLECTOR STREET
N.T.S.

AREA SUMMARY TABLE

DESCRIPTION	AREA (SF)	AREA (ACRES)	MAINTENANCE RESPONSIBILITY
LOTS 19 AND 20 (2 LOTS)	20,217	0.4641	LOT OWNER
TRACTS	0	0	
PRIVATE STREETS	0	0	
RIGHT-OF-WAY	0	0	
GROSS AREA	20,217	0.4641	



VICINITY MAP

DEVELOPER

CRISMON BFC, LLC
C/O BELA FLOR COMMUNITIES
1635 N. GREENFIELD ROAD, #115
MESA, ARIZONA 85205
TEL: (602) 525-0000
CONTACT: HUDD HASSELL

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: BRIAN NICHOLLS, P.E.

SHEET INDEX

1 COVER SHEET
2 FINAL PLAT, LOT AREA TABLE, TRACT AREA & USAGE TABLE, CURVE TABLE, LINE TABLE

FLOOD ZONE

THE PROPERTY IS LOCATED WITHIN AN AREA HAVING FLOOD ZONE "ZONE X SHADED" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.) ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR THE MARICOPA COUNTY, COMMUNITY PANEL NO. 04013C1705M, EFFECTIVE DATE SEPTEMBER 18, 2020.

LIEN HOLDER RATIFICATION

KNOW ALL MEN BY THESE PRESENTS: THAT THE UNDERSIGNED, FIRST INTERNATIONAL BANK & TRUST, AS LENDER, HEREBY RATIFIES, AFFIRMS, AND APPROVES THIS PLAT, THE DECLARATION OF RESTRICTIONS RECORDED CONCURRENTLY HEREWITH, AND EACH AND EVERY DEDICATION CONTAINED HEREIN.

IN WITNESS WHEREOF, THE UNDERSIGNED HAS SIGNED THEIR NAME THIS 28th DAY OF September, 2022.

BY: [redacted]

ITS: SVP

ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

STEVE HARLEY
Notary Public - Arizona
MARICOPA COUNTY
COMMISSION #: 593168
My Commission Expires Nov. 17, 2024

ON THIS 28th DAY OF September, 2022, BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED Scott Stemm, WHO ACKNOWLEDGED SELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND OFFICIAL SEAL.

[redacted] 9/28/22
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: 11/17/24 2024

CERTIFICATION

I, ROBERT A. JOHNSTON, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF JUNE, 2022; THAT THE PLAT IS TRUE AND ACCURATE AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; AND THE MONUMENTS DESCRIBED HAVE BEEN LOCATED AS DESCRIBED.

ROBERT A. JOHNSTON, RLS 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL ROAD, STE. 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
FAX: (480) 503-2258

DATE OF PREPARATION: 06/15/22 (REVISED AUGUST 08, 2022 & REVISED AUGUST 29, 2022)

CITY OF PEORIA APPROVALS

APPROVED BY MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, THIS ____ DAY OF _____, 2022.

BY: _____ _____
MAYOR DATE

ATTEST: _____ _____
CITY CLERK DATE

BY: _____ _____
FOR CITY ENGINEER DATE

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

BELLA PASA LOTS 19 AND 20
PEORIA, ARIZONA
Project:
Final Plat for

Revisions:

Designer: RAJ
Drawn by: TJP

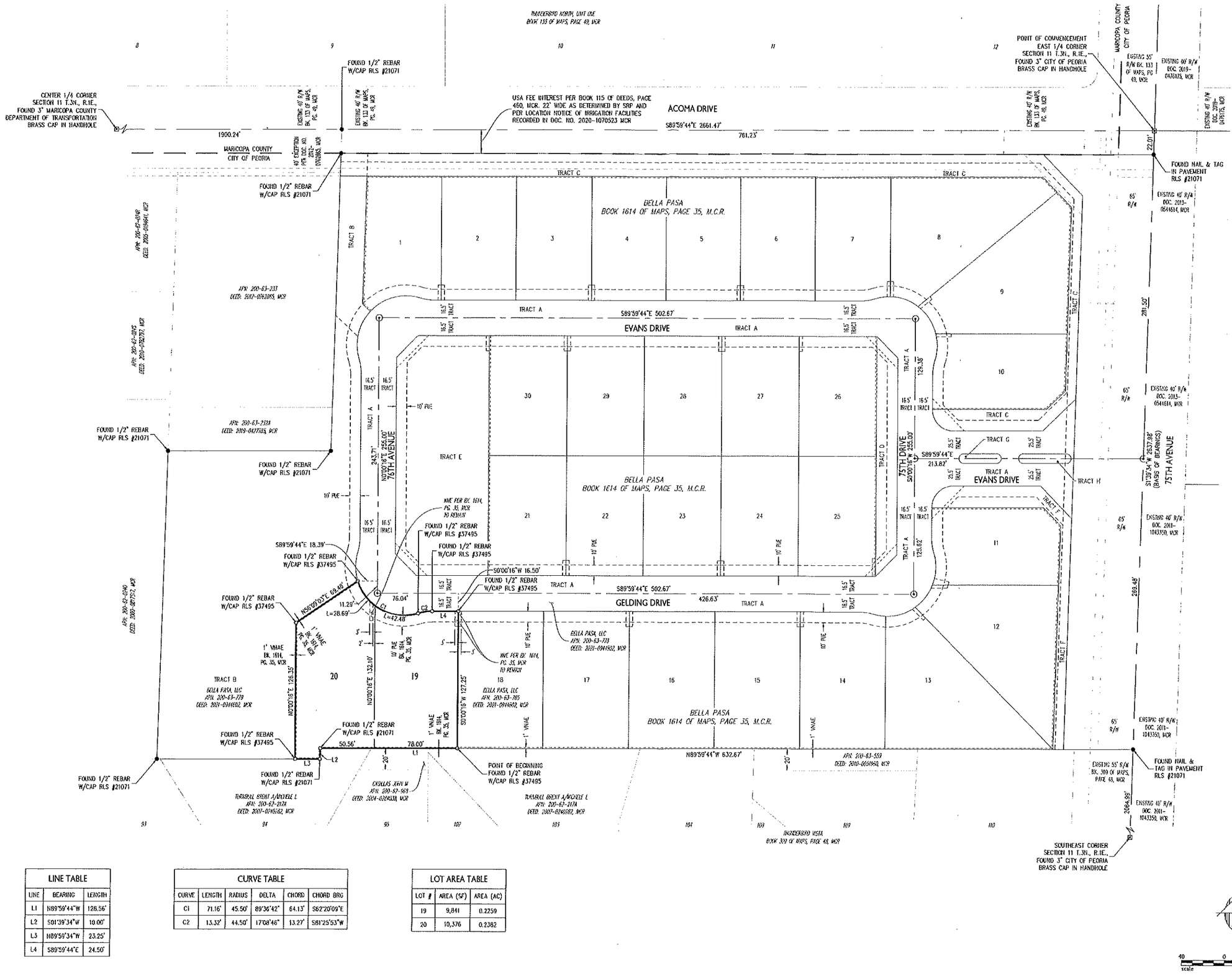
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495

[redacted]

Job No.
20-0678
FP01
Sheet No.
1
of 2

R220060

tgrotenentis Sep 01, 2022 9:04am S:\Projects\2020\20-0678\Land Survey\Dwgs\Final Plat AMENDED\20-0678 Plat.dwg



LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°59'44"W	128.56'
L2	S01°39'34"W	10.00'
L3	N89°59'34"W	23.25'
L4	S89°59'44"E	24.50'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BRG
C1	71.16'	45.50'	89°36'42"	64.13'	S62°20'09"E
C2	13.32'	44.50'	17°08'46"	13.27'	S81°25'53"W

LOT AREA TABLE		
LOT #	AREA (SF)	AREA (AC)
19	9,841	0.2259
20	10,376	0.2382

EPS GROUP
1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

BELLA PASA LOTS 19 AND 20
PEORIA, ARIZONA

Project:

Final Plat for

Revisions:

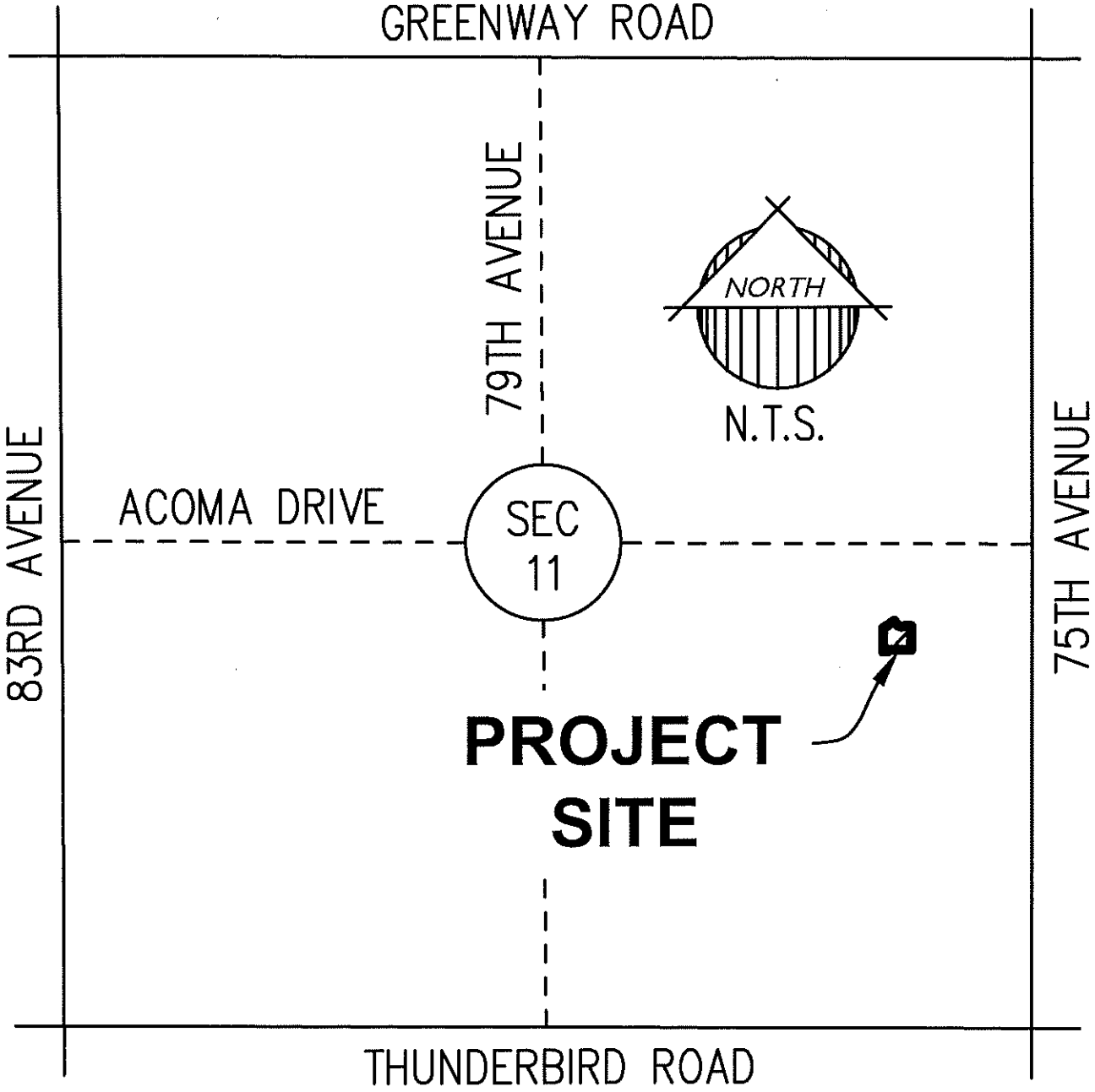
Designer: RAJ
Drawn by: TJP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
37495
[redacted]

20-0678
FP02
Sheet No.
2
of 2

R220060

toratonantis Sep 01, 2022 2:24pm S:\Projects\2020\20-0678\Land Survey\Dwgs\Final Plat_AMENDED\20-0678 Plat.dwg



VICINITY MAP

20-0678	Bella Pasa	EPS GROUP 1130 N. Alma School Rd Suite 120 Mesa, AZ 85201 T:480.503.2250 | F:480.503.2258 www.epsgroupinc.com
	Vicinity Map	

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 16C.

Date Prepared: 9/28/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Final Plat, Aloravita South Parcel 6A, Jomax Road and 77th Lane

Purpose:

Discussion and possible action to approve a Final Plat for Aloravita South Parcel 6A, located at the southeast corner of Jomax Road and 77th Lane intersection, subject to stipulations.

Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 88 new lots within the Aloravita South community. All internal roadways will be public and will be maintained by City of Peoria.

Previous Actions/Background:

The preliminary plat (P21-13) was reviewed and approved by the City in March 2022. No significant changes were made to the proposed Final Plat.

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

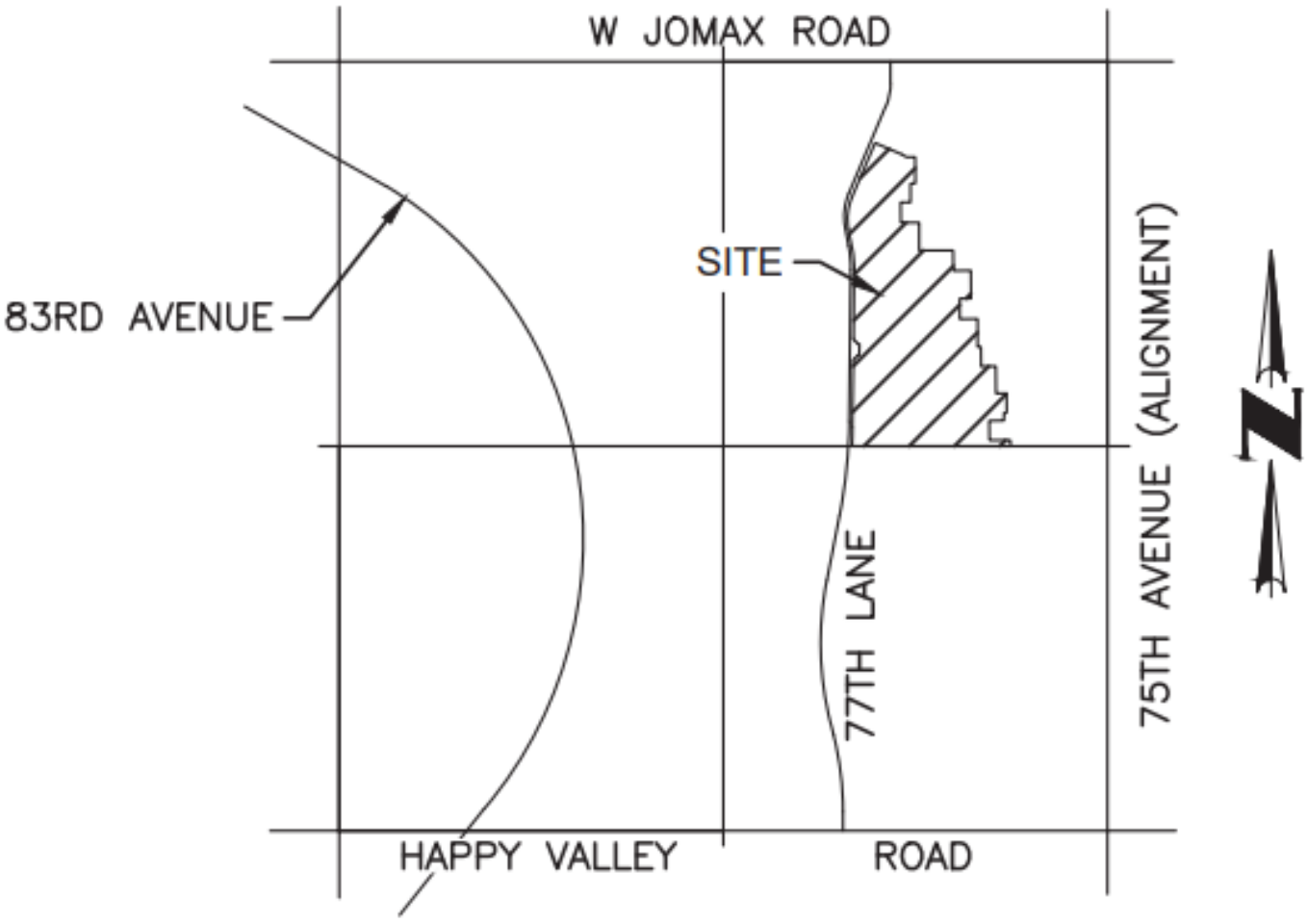
Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 2: Vicinity Map
Exhibit 1: Final Plat

Contact Name and Number:
Adina Lund, PE, Development and Engineering Director, 623-773-7249

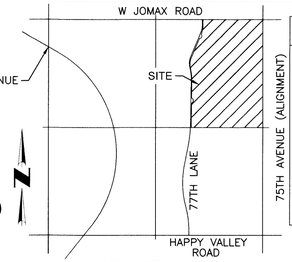


VICINITY MAP

(NOT-TO-SCALE)

FINAL PLAT FOR ALORAVITA SOUTH PARCEL 6A

A SUBDIVISION OF TRACT C OF A "MASTER FINAL PLAT FOR ALORAVITA SOUTH" RECORDED AS BOOK ____ OF MAPS, PAGE ____, RECORDS OF MARICOPA COUNTY, ARIZONA LYING WITHIN A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA



VICINITY MAP
(NOT-TO-SCALE)

COUNTY RECORDER

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, DO HEREBY PUBLISH THIS FINAL PLAT FOR "ALORAVITA SOUTH PARCEL 6A", A SUBDIVISION OF TRACT A OF A "MASTER FINAL PLAT FOR ALORAVITA SOUTH" RECORDED AS BOOK ___ OF MAPS, PAGE ___, RECORDS OF MARICOPA COUNTY, ARIZONA LYING WITHIN A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "ALORAVITA SOUTH PARCEL 6A", AND HEREBY DECLARES THAT SAID 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.

ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, HEREBY DEDICATES TO THE CITY ALL STREETS RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN ALL STREETS RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION. THAT ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

PUBLIC UTILITY EASEMENTS (P.U.E.) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH, THE MAINTENANCE OF LANDSCAPING WITH THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON ALL TRACTS HEREON. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE OWNERS DO HEREBY GRANT TO THE CITY OF PEORIA, AS EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASIN(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, DO HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY ARIZONA, ITS SUCCESSORS AND ASSIGNS A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A SEWER LINE OVER, UNDER, AND ACROSS TRACT, "B" SITUATED IN THE CITY OF PEORIA, COUNTY OF MARICOPA, STATE OF ARIZONA TO HAVE AND TO HOLD THE SAID EASEMENT UNTO MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF A PUBLIC SEWER LINE. SUBJECT TO NOTES 1, 2, 3 AND 4. AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED TRACT OR PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY IT; AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS. (1)THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID SEWER LINE. (2)THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN. (3)THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES. (4)GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

THE CITY OF PEORIA IS HEREBY GIVEN A PUBLIC ACCESS EASEMENT FOR A DEVELOPED NON-MOTORIZED, MULTI-PURPOSE TRAIL FOR PEDESTRIANS, EQUESTRIANS AND BICYCLISTS IN TRACTS **"A" AND "B". ALL** MULTI-PURPOSE TRAILS WITHIN SAID TRACTS WILL BE MAINTAINED BY ALORAVITA SOUTH PARCEL 6A HOMEOWNERS ASSOCIATION.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

THE UNDERSIGNED ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HAS HEREUNTO CAUSED IT'S NAMED TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED THERETO DULLY AUTHORIZED.

THIS 27th DAY OF JULY, 2022.

ARROYO CAP III-2, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAP III, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: [redacted]
NAME: JEFF BROUELETTE
TITLE: EXECUTIVE VICE PRESIDENT

LT ALORAVITA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

ITS: MANAGER

BY: [redacted]

NAME: JEFF GUNDERSON

ITS: VICE PRESIDENT

DEVELOPER RATIFICATION/CONSENT

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, AS BENEFICIARY UNDER THAT CERTAIN INSTRUMENT #20220433047 RECORDED 5/19/2022, AS THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY CONSENTS TO AND JOINS IN THAT CERTAIN FINAL PLAT FOR "ALORAVITA SOUTH PARCEL 6A", AND AGREE THAT SUCH PLAT AND THE EASEMENTS SHOWN THERON AND DEDICATED AS SUCH SHALL BE SUPERIOR TO, AND HAVE PRIORITY OVER, THE ABOVE-DESCRIBED INSTRUMENT #20220433047.

IN WITNESS WHEREOF,

ASHTON WOODS ARIZONA L.L.C., A NEVADA LIMITED LIABILITY COMPANY HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICE

THIS 20th DAY OF JULY, 2022

ASHTON WOODS ARIZONA L.L.C., A NEVADA LIMITED LIABILITY COMPANY

BY: [redacted]

ITS: VP Land Acquisition

DEVELOPER RATIFICATION/CONSENT ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS 20th DAY OF JULY, 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

JEREMY RAMSOW, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

[redacted]

NOTARY PUBLIC

MARY A. FLYNN
Notary Public - Arizona
Maricopa County
My Commission Expires
8/28/2023
Commission # 563314

DEDICATION ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS 19th DAY OF July, 2022, BEFORE ME, PERSONALLY APPEARED Jeff Broueletter, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE, AND ACKNOWLEDGED THE HE OR SHE SIGNED THE ABOVE/ATTACHED DOCUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

[redacted]

NOTARY PUBLIC

LILA LOPEZ
Notary Public - Arizona
Maricopa County
Commission # 627598
My Comm. Expires May 3, 2026

(SEAL)

DEDICATION ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

ON July 28, 2022, BEFORE ME, Rachel Mayo, Notary Public

PERSONALLY APPEARED Jeffrey B. Bronckaste

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

SIGNATURE [redacted]

RACHEL MAYO
Notary Public - California
Los Angeles County
Commission # 2263143
My Comm. Expires Oct 18, 2022

OWNER

ARROYO CAP III-2, LLC
18575 JAMBOREE ROAD,
SUITE 350
IRVINE, CALIFORNIA 92612
PHONE: 1-949-272-1168
CONTACT: JEFF BROUELETTE
EMAIL: JBROUELETTE@ARROYOCAPITAL.COM

OWNER

LT ALORAVITA LLC,
1665 W ALAMEDA DRIVE
SUITE 130
TEMPE, ARIZONA 85282
PHONE: 480-476-8440
CONTACT: JEFF GUNDERSON
EMAIL: JEFF.GUNDERSON@LENNAR.COM

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°04'43" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1087 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #1269, AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #1171.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. 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 TO NOT OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
8. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE "W HAPPY VALLEY ROAD."
9. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
10. NO STRUCTURE OF ANY KIND SHALL 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.
11. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
12. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
13. LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC. THIS APPLIES TO LOTS 3, 8, 38, 94,102, 144, 200, 250 AND 285 (**).
14. THIS SUBDIVISION HAS A REDUCED LEVEL OF STREET LIGHTING. ANY FUTURE ADDITIONAL STREET LIGHTING WILL BE AT THE EXPENSE OF THE ABUTTING PROPERTY OWNERS, NOT AT CITY EXPENSE.

DEVELOPER

ASHTON WOODS ARIZONA, LLC
8655 E. VIA DE VENTURA
SUITE F250
SCOTTSDALE, ARIZONA 85258
PHONE: 480-305-5186
CONTACT: MARI FLYNN
EMAIL: MARI.FLYNN@ASHTONWOODS.COM

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROEHLICH, P.E.
EMAIL: PARKER@CVLCI.COM

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, MARI A. FLYNN, DULY AUTHORIZED AGENT OF ALORAVITA SOUTH HOA, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ALORAVITA SOUTH PARCEL 6A" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME: [redacted]

TITLE: PRESIDENT DATE: 7.20.22

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS 20th DAY OF July, 2022, BEFORE ME PERSONALLY APPEARED Mari A. Flynn, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE, AND ACKNOWLEDGED THAT HE OR SHE SIGNED THE ABOVE/ATTACHED DOCUMENT.

DAWN L CRANDALL
Notary Public - Arizona
Maricopa County
Commission # 625544
My Comm. Expires Mar 1, 2026

NOTARY PUBLIC [redacted] NOTARY PUBLIC SIGNATURE

CITY OF PEORIA COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF PEORIA, ARIZONA. THIS _____ DAY OF _____, 2022

MAYOR:

_____ MAYOR DATE

ATTEST:

_____ CITY CLERK DATE

ENGINEER:

_____ CITY ENGINEER DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF SIX (6) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2021, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [redacted]
RICHARD G. ALCOCER
REGISTRATION NUMBER 33851
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

FLOOD ZONE INFORMATION

THE MARICOPA COUNTY, ARIZONA AND INCORPORATED FLOOD AREAS FLOOD INSURANCE RATE MAP (FIRM), PANEL NUMBER 04013C1255L [5], DATED OCTOBER 16, 2013, INDICATES THE SITE FALLS WITHIN ZONE "AE" AND ZONE "X".

ZONE "AE" IS DEFINED BY FEMA AS:
"AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT DETERMINED BY DETAILED METHODS. BASE FLOOD ELEVATIONS (BFES) ARE SHOWN. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS AND FLOODPLAIN MANAGEMENT STANDARDS APPLY."

ZONE "X" IS DEFINED BY FEMA AS:
"AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

GROSS AREA = 96.461 ACRES

SEE SHEET 2 FOR LEGEND AND LEGAL DESCRIPTION, SHEET 3 FOR CURVE TABLE AND LOT TABLE AND SHEET 4 FOR TRACT TABLE

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe and Van Loo II L.L.C.

FINAL PLAT

ALORAVITA SOUTH PARCEL 6A
PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G. [redacted]

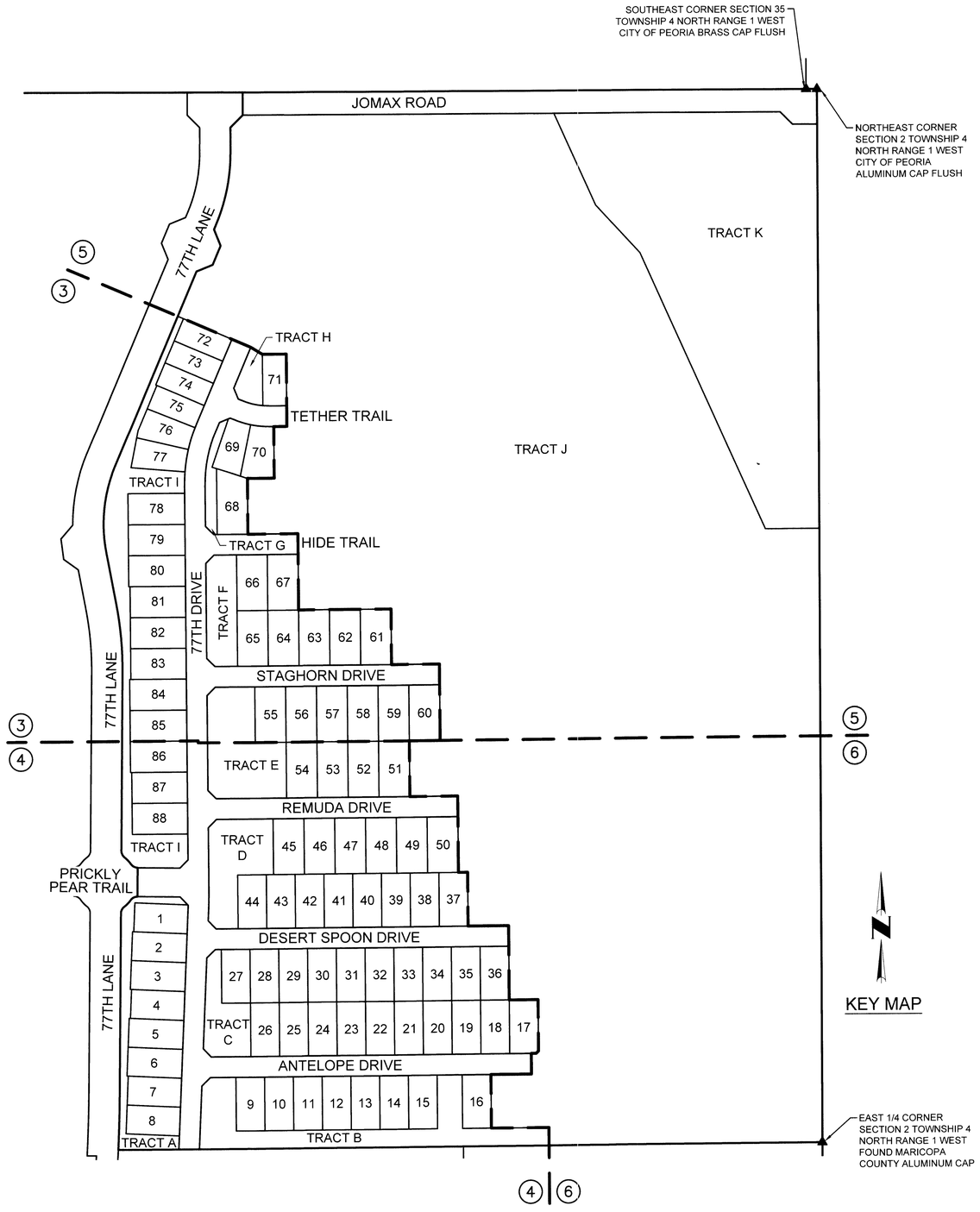
SHEET 1 OF 6

CVL Contact: P. FROEHLICH
CVL Project #: 01-0232238

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PEORIA PROJECT NO. R220027

Printed By: DanielF Print Date: July 7, 2022 Filename: N:\01\0232238\Cadd\Parcel 6\PHASDS P6A_FPLAT 01.dwg



LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	828,508	19.020
TOTAL AREA OF TRACTS	3,029,456	69.556
TOTAL AREA OF RIGHT OF WAY	343,866	7.885
TRACT FOR FUTURE DEVELOPMENT	2,772,241	63.651
TOTAL GROSS AREA	4,201,830	96.461

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	88
TOTAL NUMBER OF TRACTS	11
GROSS RESIDENTIAL DENSITY	0.912 D.U./A.C.

LEGAL DESCRIPTION

TRACT C OF THE MASTER PLAT FOR ALORAVITA SOUTH AS DEPICTED IN BOOK ____ OF MAPS, PAGE ____, RECORDS OF MARICOPA COUNTY, ARIZONA BEING A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE CITY OF PEORIA ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER 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 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 SAID EAST QUARTER CORNER;

THENCE SOUTH 89°40'47" WEST, DEPARTING SAID EAST LINE, A DISTANCE OF 1,714.41 FEET TO A POINT ON A 3,537.50 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 87°14'57" WEST;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°09'31", A DISTANCE OF 133.27 FEET;

THENCE NORTH 00°35'32" EAST, A DISTANCE OF 440.42 FEET TO THE BEGINNING OF A TANGENT CURVE OF 20.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°45'08", A DISTANCE OF 18.41 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 75.00 FOOT RADIUS, CONCAVE NORTHWESTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°22'32", A DISTANCE OF 22.74 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 20.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°37'24", A DISTANCE OF 19.07 FEET;

THENCE NORTH 00°35'32" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON A 20.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 00°35'32" EAST;

THENCE NORTHWESTERLY, 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 SOUTHWESTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°22'32", A DISTANCE OF 22.74 FEET TO THE BEGINNING OF A TANGENT REVERSE CURVE OF 20.00 FOOT RADIUS, CONCAVE NORTHEASTERLY;

THENCE NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 52°45'08", A DISTANCE OF 18.41 FEET;

THENCE NORTH 00°35'32" EAST, A DISTANCE OF 433.07 FEET TO THE BEGINNING OF A TANGENT CURVE OF 837.50 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°21'02", A DISTANCE OF 165.91 FEET;

THENCE NORTH 10°45'30" WEST, A DISTANCE OF 126.51 FEET TO THE BEGINNING OF A TANGENT CURVE OF 362.50 FOOT RADIUS, CONCAVE EASTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°45'41", A DISTANCE OF 213.60 FEET;

THENCE NORTH 23°00'11" EAST, A DISTANCE OF 511.37 FEET;
THENCE NORTH 68°00'11" EAST, A DISTANCE OF 42.43 FEET;
THENCE NORTH 23°00'11" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 21°59'49" WEST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 23°00'11" EAST, A DISTANCE OF 14.79 FEET TO THE BEGINNING OF A TANGENT CURVE OF 442.49 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°57'26", A DISTANCE OF 177.30 FEET;

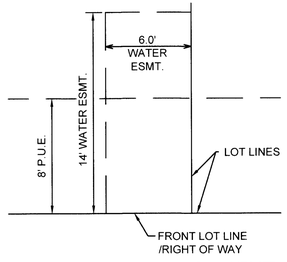
THENCE NORTH 00°03'05" EAST, A DISTANCE OF 60.38 FEET;
THENCE NORTH 45°01'42" EAST, A DISTANCE OF 42.44 FEET;

THENCE NORTH 00°03'05" EAST, A DISTANCE OF 55.00 FEET TO A POINT ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89°57'13" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 1,371.73 FEET TO THE CITY OF PEORIA BRASS CAP FLUSH MARKING THE SOUTHEAST CORNER OF SECTION 35, TOWNSHIP 5 NORTH, RANGE 1 EAST;

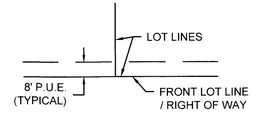
THENCE SOUTH 89°55'37" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 26.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,201,830 SQUARE FEET OR 96.461 ACRES, MORE OR LESS.



WATER METER EASEMENT DETAIL

(NOT-TO-SCALE)



TYPICAL PUBLIC UTILITY EASEMENT DETAIL

(NOT-TO-SCALE)

LEGEND

	SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
	FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
A	FOUND 1/2" REBAR WITH CAP, RLS #33851
	CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
	CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
	CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
	SECTION LINE
	MID-SECTION LINE
	BOUNDARY LINE
	LOT LINE
	CENTERLINE
	EASEMENT
	FLOOD ZONE BOUNDARY
1	SHEET NUMBER
1	UNOBSTRUCTED VIEW EASMEMENT (30' X 30')
2	8' PUBLIC UTILITY EASEMENT AND 8' PUBLIC ACCESS EASEMENT BOOK____ OF MAPS, PAGE____, M.C.R.
3	WATER EASEMENT PER DETAIL ON SHEET 2
4	8' PUBLIC UTILITY EASEMENT AND 8' PUBLIC ACCESS EASEMENT
P.A.E.	PUBLIC ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
AC.	ACRES
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC.#	DOCUMENT NUMBER
A.S.L.D.	ARIZONA STATE LAND DEPARTMENT
**	HEADLIGHT INTRUSION

COUNTY RECORDER

SEE SHEET 2 FOR LEGEND AND LEGAL DESCRIPTION, SHEET 3 FOR CURVE TABLE AND LOT TABLE AND SHEET 4 FOR TRACT TABLE

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FINAL PLAT

ALORAVITA SOUTH PARCEL 6A

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
[redacted]

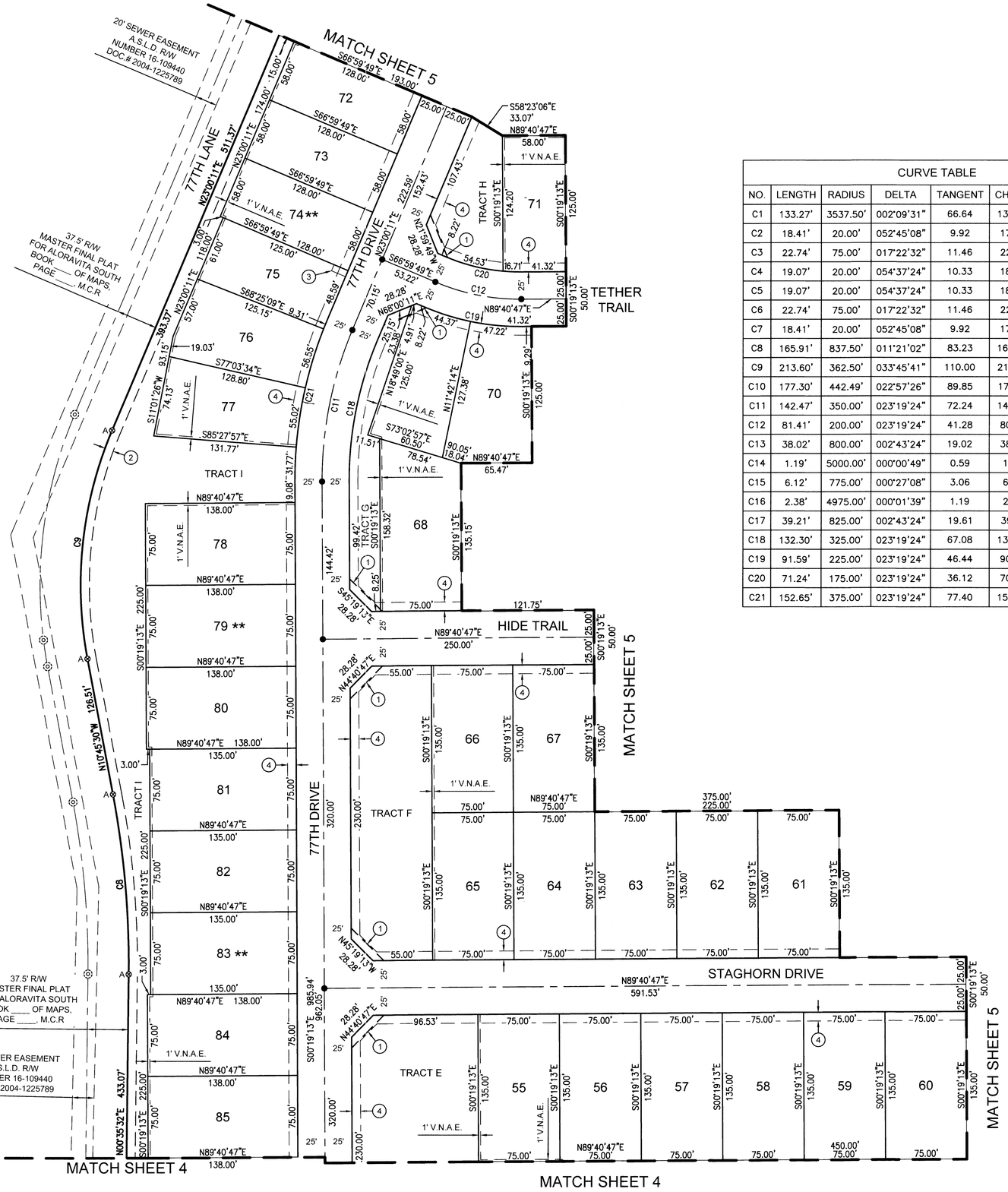
SHEET 2 OF 6

CVL Contact: P. FROEHLICH
CVL Project #: 01-0232238

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CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	133.27'	3537.50'	002°09'31"	66.64	133.26	N01°40'18"E
C2	18.41'	20.00'	052°45'08"	9.92	17.77	S26°58'06"W
C3	22.74'	75.00'	017°22'32"	11.46	22.66	N44°39'24"E
C4	19.07'	20.00'	054°37'24"	10.33	18.35	S63°16'50"W
C5	19.07'	20.00'	054°37'24"	10.33	18.35	S62°05'45"E
C6	22.74'	75.00'	017°22'32"	11.46	22.66	N43°28'19"W
C7	18.41'	20.00'	052°45'08"	9.92	17.77	S25°47'02"E
C8	165.91'	837.50'	011°21'02"	83.23	165.64	N05°04'59"W
C9	213.60'	362.50'	033°45'41"	110.00	210.53	S06°07'21"W
C10	177.30'	442.49'	022°57'26"	89.85	176.11	N11°31'29"E
C11	142.47'	350.00'	023°19'24"	72.24	141.49	S11°20'29"W
C12	81.41'	200.00'	023°19'24"	41.28	80.85	S78°39'31"E
C13	38.02'	800.00'	002°43'24"	19.02	38.02	N01°02'29"E
C14	1.19'	5000.00'	000°00'49"	0.59	1.19	N02°24'35"E
C15	6.12'	775.00'	000°27'08"	3.06	6.12	N02°10'37"E
C16	2.38'	4975.00'	000°01'39"	1.19	2.38	N02°25'00"E
C17	39.21'	825.00'	002°43'24"	19.61	39.21	N01°02'29"E
C18	132.30'	325.00'	023°19'24"	67.08	131.39	S11°20'29"W
C19	91.59'	225.00'	023°19'24"	46.44	90.96	S78°39'31"E
C20	71.24'	175.00'	023°19'24"	36.12	70.75	S78°39'31"E
C21	152.65'	375.00'	023°19'24"	77.40	151.60	S11°20'29"W

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
1	9,099
2	9,310
3	9,310
4	9,100
5	9,310
6	9,310
7	9,100
8	9,100
9	9,100
10	9,100
11	9,100
12	9,100
13	9,100
14	9,100
15	9,100
16	9,100
17	9,084
18	9,100
19	9,100
20	9,100
21	9,100
22	9,100
23	9,100
24	9,100
25	9,100
26	9,100
27	9,100
28	9,100
29	9,100
30	9,100
31	9,100
32	9,100
33	9,100
34	9,100
35	9,100
36	9,100
37	9,100
38	9,100
39	9,100
40	9,100
41	9,100
42	9,100
43	9,100
44	9,100
45	10,125

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
46	10,125
47	10,125
48	10,125
49	10,125
50	10,125
51	10,125
52	10,125
53	10,125
54	10,125
55	10,125
56	10,125
57	10,125
58	10,125
59	10,125
60	10,125
61	10,125
62	10,125
63	10,125
64	10,125
65	10,125
66	10,125
67	10,125
68	10,999
69	8,112
70	8,846
71	7,246
72	7,424
73	7,424
74	7,424
75	7,431
76	8,437
77	8,346
78	10,350
79	10,350
80	10,350
81	10,125
82	10,125
83	10,125
84	10,350
85	10,350
86	10,350
87	10,125
88	10,125
TOTAL	828,508

SCALE: 1" = 50'

SEE SHEET 2 FOR LEGEND AND LEGAL DESCRIPTION, SHEET 3 FOR CURVE TABLE AND LOT TABLE AND SHEET 4 FOR TRACT TABLE

COUNTY RECORDER

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FINAL PLAT

ALORAVITA SOUTH PARCEL 6A

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER

SHEET 3 OF 6

CVL Contact: P. FROEHLICH
CVL Project # 01-0232238

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COUNTY RECORDER

TRACT TABLE			
TRACT	AREA (ACRES)	DESCRIPTION	MAINTENANCE
TRACT 'A'	0.471	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E., MULTI-PURPOSE TRAIL	HOA
TRACT 'B'	1.286	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E., DRAINAGE, RETENTION, 20' SEWER EASEMENT, MULTI-PURPOSE TRAIL	HOA
TRACT 'C'	0.443	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E., DRAINAGE, RETENTION	HOA
TRACT 'D'	0.694	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E., DRAINAGE, RETENTION	HOA
TRACT 'E'	0.943	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E., DRAINAGE, RETENTION	HOA
TRACT 'F'	0.456	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E., DRAINAGE, RETENTION	HOA
TRACT 'G'	0.150	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'H'	0.160	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'I'	1.300	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'J'	55.047	FUTURE DEVELOPMENT	HOA
TRACT 'K'	8.595	FUTURE DEVELOPMENT	HOA
TOTAL	69.545		

DETAIL 'A'
(SCALE: 1" = 5')

SCALE: 1" = 50'

SEE SHEET 2 FOR LEGEND AND LEGAL DESCRIPTION, SHEET 3 FOR CURVE TABLE AND LOT TABLE AND SHEET 4 FOR TRACT TABLE

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FINAL PLAT

ALORAVITA SOUTH PARCEL 6A

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G. ALCOCER

SHEET 4 OF 6

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COUNTY RECORDER

JOMAX ROAD

SOUTHEAST CORNER SECTION 35
TOWNSHIP 4 NORTH RANGE 1 WEST
CITY OF PEORIA BRASS CAP FLUSH

NORTHEAST CORNER
SECTION 2 TOWNSHIP 4
NORTH RANGE 1 WEST
CITY OF PEORIA
ALUMINUM CAP FLUSH

S89°57'13"E 1371.73'
1368.10'
3.63'
S89°55'37"E 26.37'

N00°03'031"E
55.01'
55'
757.48'
550.74'
55'
30.00'
N00°05'02"W
85.00'
84.99'
S45°01'07"E
42.47'
S89°57'13"E
60.00'
30.00'

N45°01'58"E
42.43'
N00°03'05"E
60.38'

37.5' R/W
MASTER FINAL PLAT
FOR ALORAVITA SOUTH
BOOK ___ OF MAPS,
PAGE ___, M.C.R

C10

TRACT J

TRACT K

65' EASEMENT FOR A.S.L.D.
R/W NUMBER 09-2348
TO BE ABANDONED BY
SEPERATE INSTRUMENT

S24°19'11"E
244.69'

S47°45'21"E
158.11'

S24°19'16"E
735.00'

N89°54'58"E
131.40'

978.13'

N23°00'11"E
14.79'

20' SEWER EASEMENT
A.S.L.D. R/W
NUMBER 16-109440
DOC.# 2004-1225789

N21°59'49"W
42.43'

N23°00'11"E
50.00'

N68°00'11"E
42.43'

N23°00'11"E
118.00'

S66°59'49"E 193.00'

MATCH SHEET 3

S58°23'06"E 33.07'
N89°40'47"E
58.00'

S00°19'13"E
125.00'

N89°40'47"E
32.02'

S00°19'13"E
50.00'

S00°19'13"E
125.00'

N89°48'29"E
65.47'

MATCH SHEET 3

S00°19'13"E
135.00'

N89°40'47"E
121.75'

S00°19'13"E
50.00'

S00°19'13"E
135.00'

N89°40'47"E 375.00'
225.00'

S00°19'13"E
135.00'

N89°40'47"E
116.53'

MATCH SHEET 3

S00°19'13"E
50.00'

S00°19'13"E
135.00'

1486.15'
S00°05'02"E 2549.27'

65' EASEMENT FOR A.S.L.D.
R/W NUMBER 09-2348
TO BE ABANDONED BY
SEPERATE INSTRUMENT

MATCH SHEET 6

80' 40' 0 80'
SCALE: 1" = 80'

SEE SHEET 2 FOR LEGEND AND LEGAL DESCRIPTION, SHEET 3 FOR CURVE TABLE AND LOT TABLE AND SHEET 4 FOR TRACT TABLE

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
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RICHARD G.
ALCOCER

[redacted]

SHEET 5 OF 6

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FINAL PLAT

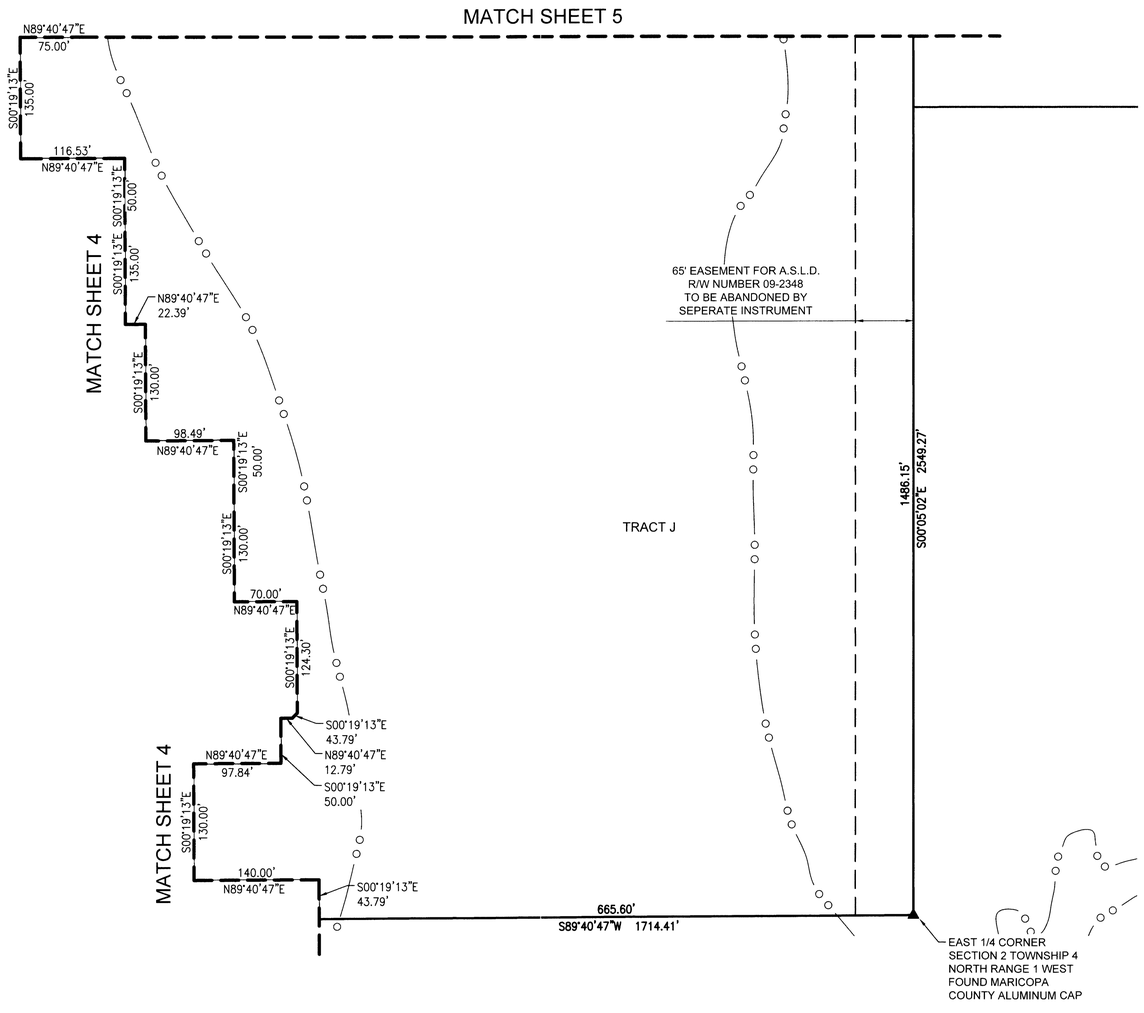
ALORAVITA SOUTH PARCEL 6A

PEORIA, ARIZONA

PEORIA PROJECT NO. R220027

Printed By: DanielF Print Date: July 7, 2022 Filename: N:\01\0232238\Cadd\Parcel 6\PHA\DS P6A FPLAT 04.dwg

COUNTY RECORDER



80' 40' 0 80'

SCALE: 1" = 80'

SEE SHEET 2 FOR LEGEND AND LEGAL DESCRIPTION, SHEET 3 FOR CURVE TABLE AND LOT TABLE AND SHEET 4 FOR TRACT TABLE

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FINAL PLAT

ALORAVITA SOUTH PARCEL 6A

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G.

SHEET 6 OF 6

CVL Contact: P. FROEHLICH

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CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 17C.

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

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: Final Plat for Aloravita South Parcel 6B, Jomax Road and 77th Lane

Purpose:

Discussion and possible action to approve a Final Plat for Aloravita South Parcel 6B, located at the southeast corner of Jomax Road and 77th Lane intersection, subject to stipulations.

Summary:

The purpose of the Final Plat is to plat a subdivision for residential use. This development is within the City's water and sewer service area. This Final Plat creates a total of 86 new lots within the Aloravita South community. All internal roadways will be public and will be maintained by City of Peoria.

Previous Actions/Background:

The preliminary plat (P21-13) was reviewed and approved by the City in March 2022. No significant changes were made to the proposed Final Plat.

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Final Plat subject to the following stipulations:

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Final Plat.

2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as determined by the City Engineer, must be obtained prior to recording the Final Plat.

3. The developer must provide a financial assurance in the amount agreed upon by the City Engineer and an Agreement to Install for construction of the infrastructure improvements in accordance with the City Subdivision Regulations, prior to recordation of the Final Plat.

4. In the event that the Final Plat is not recorded within 60 days of Council approval, the Final Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Fiscal Analysis:

No fiscal impact.

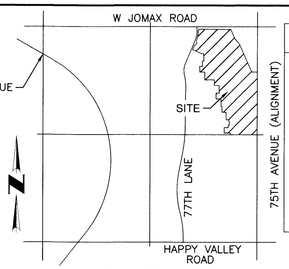
ATTACHMENTS:

Exhibit 1: Final Plat
Exhibit 2: Vicinity Map

Contact Name and Number:
Adina Lund, PE, Development and Engineering Director, 623-773-7249

FINAL PLAT FOR ALORAVITA SOUTH PARCEL 6B

A SUBDIVISION OF TRACT J OF THE FINAL PLAT FOR "ALORAVITA SOUTH PARCEL 6A" RECORDED AS BOOK ____ OF MAPS, PAGE ____, RECORDS OF MARICOPA COUNTY, ARIZONA LYING WITHIN A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF PEORIA, MARICOPA COUNTY, ARIZONA



VICINITY MAP
(NOT-TO-SCALE)

COUNTY RECORDER

DEDICATION

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, DOES HEREBY PUBLISH THIS FINAL PLAT FOR "ALORAVITA SOUTH PARCEL 6B", A SUBDIVISION OF TRACT J OF THE FINAL PLAT FOR "ALORAVITA SOUTH PARCEL 6A" RECORDED AS BOOK ___ OF MAPS, PAGE ___ RECORDS OF MARICOPA COUNTY, ARIZONA LYING WITHIN A PORTION OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 2, 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 "ALORAVITA SOUTH PARCEL 6B", AND HEREBY DECLARES THAT SAID 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.

ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "ALORAVITA SOUTH PARCEL 6A " (M.C.R. BOOK___, PAGE___) SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS FINAL PLAT.

THAT ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, HEREBY DEDICATES TO THE CITY ALL STREETS RIGHTS-OF-WAY AS SHOWN HEREON, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN ALL STREETS RIGHTS-OF-WAY SHALL BE MAINTAINED BY THE HOME OWNERS ASSOCIATION. THAT ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

PUBLIC UTILITY EASEMENTS (P.U.E.) ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH, THE MAINTENANCE OF LANDSCAPING WITH THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE FRONTING PROPERTY OWNER.

THE CITY OF PEORIA IS HEREBY GIVEN AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES ON ALL TRACTS HEREON. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA AT SUCH TIME THAT THE HOMEOWNERS ASSOCIATION FAILS TO EXIST AND PROVIDE THE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, RETENTION AND DRAINAGE FACILITIES. AS LONG AS THE HOMEOWNERS ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL MAINTENANCE OF LANDSCAPING, RETENTION AND DRAINAGE FACILITIES, REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AS EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASIN(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY/CENTER OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH FACILITIES FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION AND THE CITY HAS DETERMINED THAT LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY. AS LONG AS THE PROPERTY/CENTER OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH FACILITIES REGARDLESS OF THE DEDICATION OF THE EASEMENT.

THAT ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, DOES HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, IN MARICOPA COUNTY ARIZONA, ITS SUCCESSORS AND ASSIGNS A PERMANENT AND PERPETUAL EASEMENT FOR THE FOLLOWING PURPOSES, NAMELY: THE RIGHT TO ENTER UPON FOR CONSTRUCTION, MAINTENANCE, OPERATION AND REPLACEMENT OF A WATER LINE AND SEWER LINE OVER, UNDER, AND ACROSS TRACT, "B" SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.TO HAVE AND TO HOLD THE SAID EASEMENT UNTO MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF A PUBLIC SEWER LINE. SUBJECT TO NOTES 1, 2, 3 AND 4. AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THIS AFOREMENTIONED TRACT OR PARCEL OF LAND; THAT IT HAS A GOOD AND LAWFUL RIGHT TO SELL AND CONVEY IT; AND THAT THEY WILL WARRANT THE TITLE AND QUIET POSSESSION THERETO AGAINST THE LAWFUL CLAIM OF ALL PERSONS. (1) THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID SEWER LINE. (2) THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN; (3) THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES. (4) GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING ANY LANDSCAPING OR IMPROVEMENT(S) PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

THE CITY OF PEORIA IS HEREBY GIVEN A PUBLIC ACCESS EASEMENT FOR A DEVELOPED NON-MOTORIZED, MULTI-PURPOSE TRAIL FOR PEDESTRIANS, EQUESTRIANS AND BICYCLISTS IN TRACT "D". ALL MULTI-PURPOSE TRAILS WITHIN SAID TRACTS WILL BE MAINTAIN BY ALORAVITA SOUTH PARCEL 6B HOMEOWNERS ASSOCIATION.

IN THE EVENT THE RIGHT, PRIVILEGE AND EASEMENT HEREIN GRANTED SHALL BE ABANDONED AND PERMANENTLY CEASE TO BE USED FOR THE PURPOSES HEREIN GRANTED ALL RIGHTS HEREIN GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS.

THAT ARROYO CAP III-2, A DELAWARE LIMITED LIABILITY COMPANY, AND LT ALORAVITA LLC, A DELAWARE LIMITED LIABILITY COMPANY" AS OWNERS, HAS HEREUNTO CAUSED IT'S NAMED TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURES OF THE UNDERSIGNED THERETO DULLY AUTHORIZED.
THIS 27th DAY OF JULY, 2022.

ARROYO CAP III-2, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY

BY: ARROYO CAP III, L.L.C.,
A DELAWARE LIMITED LIABILITY COMPANY,
ITS SOLE MEMBER

BY: [redacted]
NAME: JEFF BROUELETTE
TITLE: EXECUTIVE VICE PRESIDENT

LT ALORAVITA, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

BY: LENNAR COMMUNITIES DEVELOPMENT, LLC,
A DELAWARE LIMITED LIABILITY COMPANY

ITS: MANAGER [redacted]

BY: [redacted]

NAME: JEFF GUNDERSON

ITS: VICE PRESIDENT

DEVELOPER RATIFICATION/CONSENT

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, AS BENEFICIARY UNDER THAT CERTAIN INSTRUMENT #20220433047 RECORDED 5/19/2022, AS THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, HEREBY CONSENTS TO AND JOINS IN THAT CERTAIN FINAL PLAT FOR "ALORAVITA SOUTH PARCEL 6B", AND AGREE THAT SUCH PLAT AND THE EASEMENTS SHOWN THERON AND DEDICATED AS SUCH SHALL BE SUPERIOR TO, AND HAVE PRIORITY OVER, THE ABOVE-DESCRIBED INSTRUMENT #20220433047.

IN WITNESS WHEREOF,

ASHTON WOODS ARIZONA L.L.C., A NEVADA LIMITED LIABILITY COMPANY HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICE

THIS 20th DAY OF JULY, 2022

ASHTON WOODS ARIZONA L.L.C., A NEVADA LIMITED LIABILITY COMPANY

BY: [redacted]

ITS: VP Land Acquisition

DEVELOPER RATIFICATION/CONSENT ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS 20th DAY OF JULY, 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED JEREMY RAMSDELL, PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN HIS/HER AUTHORIZED CAPACITY, AND THAT BY HIS/HER SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

[redacted]
NOTARY PUBLIC

MARY A. FLYNN
Notary Public - Arizona
Maricopa County
My Commission Expires
8/28/2023
Commission # 563314

DEDICATION ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

ON THIS 20th DAY OF July, 2022, BEFORE ME, PERSONALLY APPEARED Jeff Gunderson, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE, AND ACKNOWLEDGED THE HE OR SHE SIGNED THE ABOVE/ATTACHED DOCUMENT.

WITNESS MY HAND AND OFFICIAL SEAL

(SEAL) [redacted]
NOTARY PUBLIC

LILA LOPEZ
Notary Public - Arizona
Maricopa County
Commission # 627098
My Comm. Expires May 3, 2026

DEDICATION ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF Orange)

ON July 28, 2022, BEFORE ME, Rachel Mayo, Notary Public
PERSONALLY APPEARED Jeffrey B. Brackett,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES) AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE [redacted]

RACHEL MAYO
Notary Public - California
Los Angeles County
Commission # 2263143
My Comm. Expires Oct 18, 2022

OWNER

ARROYO CAP III-2, LLC
18575 JAMBOREE ROAD,
SUITE 350
IRVINE, CALIFORNIA 92612
PHONE: 1-949-272-1168
CONTACT: JEFF BROUELETTE
EMAIL: JBROUELETTE@ARROYOCAPITAL.COM

OWNER

LT ALORAVITA LLC,
1665 W ALAMEDA DRIVE
SUITE 130
TEMPE, ARIZONA 85282
PHONE: 480-476-8440
CONTACT: JEFF GUNDERSON
EMAIL: JEFF.GUNDERSON@LENNAR.COM

DEVELOPER

ASHTON WOODS ARIZONA, LLC
8655 E. VIA DE VENTURA
SUITE F250
SCOTTSDALE, ARIZONA 85258
PHONE: 480-305-5186
CONTACT: MARI FLYNN
EMAIL: MARI.FLYNN@ASHTONWOODS.COM

ENGINEER

CVL CONSULTANTS
4550 NORTH 12TH STREET
PHOENIX, ARIZONA 85014
PHONE: (602) 264-6831
FAX: (602) 264-0928
CONTACT: PARKER FROEHLICH, P.E.
EMAIL: PARKER@CVLCI.COM

BASIS OF BEARING

THE BASIS OF BEARINGS FOR THIS SURVEY IS NORTH 00°04'43" EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING TO BOOK 1087 OF MAPS, PAGE 50, MARICOPA COUNTY RECORDS.

NOTES

1. THE SUBDIVISION IS SUBJECT TO MAINTENANCE IMPROVEMENT DISTRICT (MID) #1270, AND STREET LIGHT IMPROVEMENT DISTRICT (SLID) #1172.
2. NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS, EASEMENTS AND RIGHTS-OF-WAY SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. 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 TO NOT OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
6. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
7. THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
8. THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE "W HAPPY VALLEY ROAD."
9. THIS SUBDIVISION IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
10. NO STRUCTURE OF ANY KIND SHALL 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.
11. AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS "TRACTS" OR EASEMENTS (INCLUDING LANDSCAPED AREAS AND DRAINAGE FACILITIES) IN ACCORDANCE WITH APPROVED PLANS.
12. DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
13. LOTS AT T-INTERSECTIONS WILL REQUIRE DRIVEWAY SET IN LINE WITH ONCOMING TRAFFIC. THIS APPLIES TO LOTS 3, 8, 38, 94,102, 144, 200, 250 AND 285 (**).
14. THIS SUBDIVISION HAS A REDUCED LEVEL OF STREET LIGHTING. ANY FUTURE ADDITIONAL STREET LIGHTING WILL BE AT THE EXPENSE OF THE ABUTTING PROPERTY OWNERS, NOT AT CITY EXPENSE.

HOMEOWNERS ASSOCIATION RATIFICATION

BY THIS RATIFICATION, MARI A FLYNN, DULY AUTHORIZED AGENT OF ALORAVITA SOUTH HOA, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ALORAVITA SOUTH PARCEL 6B" AND ACKNOWLEDGES THE RESPONSIBILITIES SET FORTH THEREIN.

NAME: [redacted]

TITLE: PRESIDENT DATE: 7/20/22

HOMEOWNERS ASSOCIATION RATIFICATION ACKNOWLEDGEMENT

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS 20th DAY OF July, 2022, BEFORE ME PERSONALLY APPEARED Mari A. Flynn, WHOSE IDENTITY WAS PROVEN TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHO HE OR SHE CLAIMS TO BE, AND ACKNOWLEDGED THAT HE C[redacted] DOCUMENT.

[redacted]
NOTARY PUBLIC

DAWN I. CRANDALL
Notary Public - Arizona
Maricopa County
Commission # 625544
My Comm. Expires Mar 1, 2024

CITY OF PEORIA COUNCIL APPROVAL:

APPROVED BY THE CITY COUNCIL OF PEORIA, ARIZONA. THIS ____ DAY OF _____, 2022

MAYOR: _____ MAYOR DATE

ATTEST: _____ CITY CLERK DATE

ENGINEER: _____ CITY ENGINEER DATE

CERTIFICATION

I, RICHARD G. ALCOCER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS MAP, CONSISTING OF FIVE (5) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF JUNE, 2021, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: [redacted]
RICHARD G. ALCOCER
REGISTRANT
4550 N. 12TH STREET
PHOENIX, ARIZONA 85014
(602)-264-6831
CVLSURVEY@CVLCI.COM

FLOOD ZONE INFORMATION

THE MARICIOPA COUNTY, ARIZONA AND INCORPORATED FLOOD AREAS FLOOD INSURANCE RATE MAP (FIRM), PANEL NUMBER 04013C1255L [5], DATED OCTOBER 16, 2013, INDICATES THE SITE FALLS WITHIN ZONE "AE" AND ZONE "X".

ZONE "AE" IS DEFINED BY FEMA AS:
"AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT DETERMINED BY DETAILED METHODS. BASE FLOOD ELEVATIONS (BFES) ARE SHOWN. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS AND FLOODPLAIN MANAGEMENT STANDARDS APPLY."

ZONE "X" IS DEFINED BY FEMA AS:
"AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD."

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33951
RICHARD G. ALCOCER

[redacted]

GROSS AREA = 55.047 ACRES

SEE SHEET 5 FOR LINE TABLE, CURVE TABLE AND LOT TABLE, AND SHEET 2 FOR LEGEND, LEGAL DESCRIPTION AND TRACT TABLE

SHEET 1 OF 5

CVL Contact: P. FROEHLICH
CVL Project #: 01-0232238

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PEORIA PROJECT NO. 72000068

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602-264-6831
www.cvlci.com

NO.	REVISION	DATE

Coe and Van Loo II L.L.C.

FINAL PLAT
ALORAVITA SOUTH PARCEL 6B
PEORIA, ARIZONA

Printed By: DanielF Print Date: July 7, 2022 Filename: N:\01\0232238\Cadd\Parcel 6\PHB\GS PKB FPLAT 01.dwg

LEGAL DESCRIPTION

TRACT J OF THE FINAL PLAT FOR ALORAVITA SOUTH PARCEL 6A AS DEPICTED IN BOOK ____ OF MAPS, PAGE _____ RECORDS OF MARICOPA COUNTY, ARIZONA BEING A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CITY OF PEORIA ALUMINUM CAP FLUSH MARKING THE NORTHEAST CORNER 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 2,549.28 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 WEST;

THENCE NORTH 89°57'13" WEST, ALONG SAID NORTH LINE, A DISTANCE OF 614.25 FEET;

THENCE SOUTH 00°02'47" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 55.00 FEET TO A POINT ON A LINE THAT IS PARALLEL AND 55.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM SAID NORTH LINE, THE TRUE POINT OF BEGINNING;

THENCE SOUTH 24°19'11" EAST, DEPARTING SAID PARALLEL LINE, 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 735.00 FEET;

THENCE NORTH 89°54'58" EAST, A DISTANCE OF 131.40 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 00°05'02" EAST, ALONG SAID EAST LINE, A DISTANCE OF 1,486.15 FEET TO SAID EAST QUARTER CORNER;

THENCE SOUTH 89°40'47" WEST, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2, A DISTANCE OF 665.60 FEET;

THENCE NORTH 00°19'13" WEST, DEPARTING SAID SOUTH LINE, A DISTANCE OF 43.79 FEET;

THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 140.00 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 130.00 FEET;
THENCE NORTH 89°40'47" EAST, A DISTANCE OF 97.84 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 89°40'47" EAST, A DISTANCE OF 12.79 FEET;
THENCE NORTH 44°40'47" EAST, A DISTANCE OF 8.06 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 124.30 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 70.00 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 180.00 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 98.49 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 130.00 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 22.39 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 185.00 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 116.53 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 135.00 FEET;
THENCE NORTH 89°40'47" EAST, A DISTANCE OF 75.00 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 185.00 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 116.53 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 135.00 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 225.00 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 185.00 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 121.75 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 135.00 FEET;
THENCE NORTH 89°40'47" EAST, A DISTANCE OF 65.47 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 125.00 FEET;
THENCE NORTH 89°40'47" EAST, A DISTANCE OF 32.02 FEET;
THENCE NORTH 00°19'13" WEST, A DISTANCE OF 175.00 FEET;
THENCE SOUTH 89°40'47" WEST, A DISTANCE OF 58.00 FEET;
THENCE NORTH 58°23'06" WEST, A DISTANCE OF 33.07 FEET;
THENCE NORTH 66°59'49" WEST, A DISTANCE OF 193.00 FEET;
THENCE NORTH 23°00'11" EAST, A DISTANCE OF 118.00 FEET;
THENCE NORTH 68°00'11" EAST, A DISTANCE OF 42.43 FEET;
THENCE NORTH 23°00'11" EAST, A DISTANCE OF 50.00 FEET;
THENCE NORTH 21°59'49" WEST, A DISTANCE OF 42.43 FEET;

THENCE NORTH 23°00'11" EAST, A DISTANCE OF 14.79 FEET TO THE BEGINNING OF A TANGENT CURVE OF 442.49 FOOT RADIUS, CONCAVE WESTERLY;

THENCE NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°57'26", A DISTANCE OF 177.30 FEET;

THENCE NORTH 00°03'05" EAST, A DISTANCE OF 60.38 FEET;

THENCE NORTH 45°01'42" EAST, A DISTANCE OF 42.44 FEET TO A POINT ON A LINE THAT IS PARALLEL WITH AND 55.00 FEET SOUTHERLY, AS MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 2;

THENCE SOUTH 89°57'13" EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 757.48 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 2,397,834 SQUARE FEET OR 55.047 ACRES, MORE OR LESS.

LAND USE TABLE		
LAND USE AREAS	SQUARE FEET	ACRES
TOTAL AREA OF LOTS	775,634	17.806
TOTAL AREA OF TRACTS	1,406,277	32.284
TOTAL AREA OF RIGHT OF WAY	215,923	4.957
TOTAL GROSS AREA	2,397,834	55.047

TOTAL LAND USE	
TOTAL NUMBER OF LOTS	86
TOTAL NUMBER OF TRACTS	8
GROSS RESIDENTIAL DENSITY	1.562 D.U./A.C.

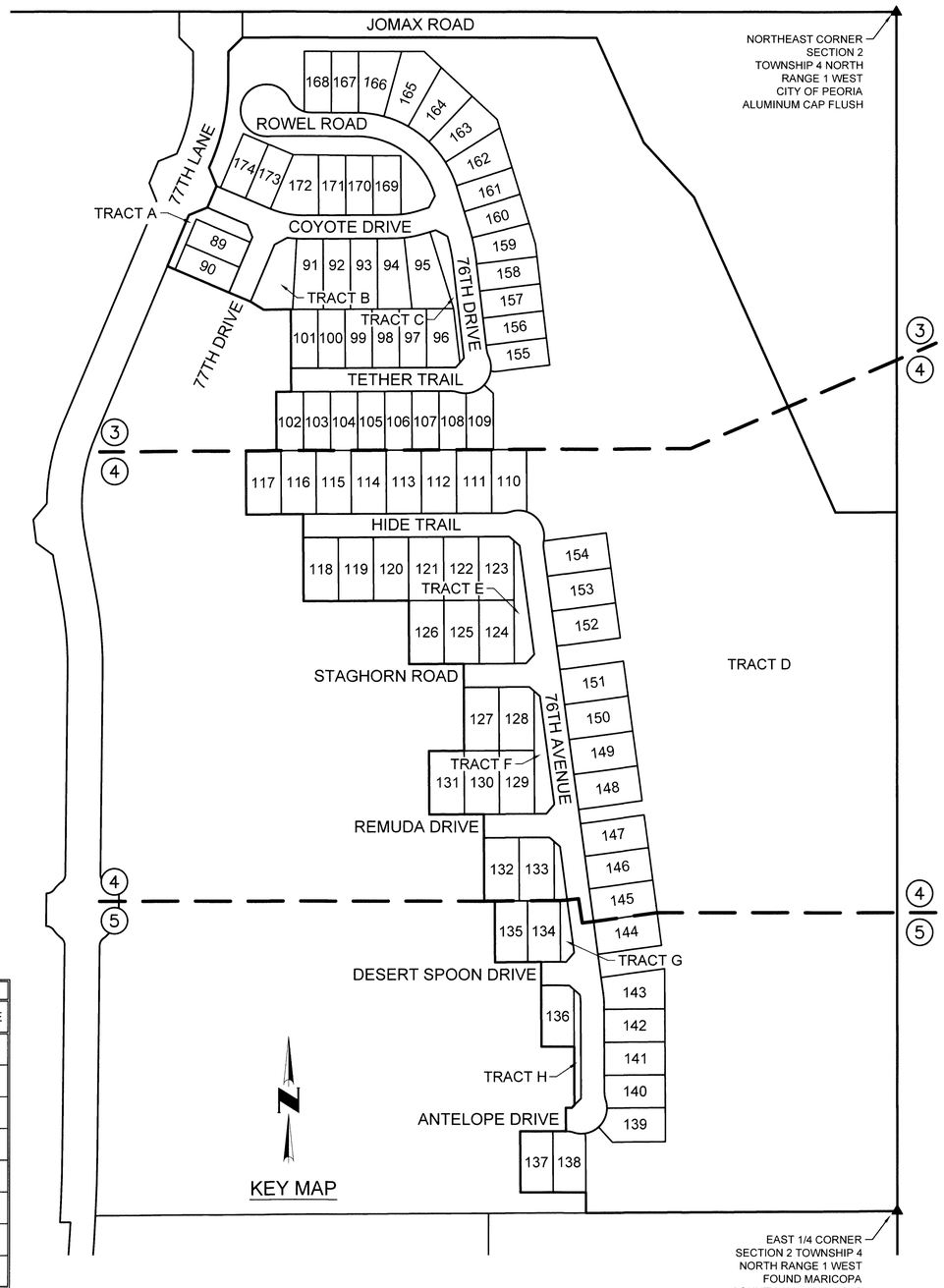
LEGEND

- SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)
- FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- FOUND 1/2" REBAR WITH CAP, RLS #33851
- CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)
- CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)
- SECTION LINE
- MID-SECTION LINE
- BOUNDARY LINE
- LOT LINE
- CENTERLINE
- EASEMENT
- FLOOD ZONE BOUNDARY
- (1) SHEET NUMBER
- (1) UNOBSTRUCTED VIEW EASMEMENT (30' X 30')
- (2) 8' PUBLIC UTILTIY EASMENT PER BOOK____ OF MAPS, PAGE____, M.C.R.
- (3) WATER METER EASEMENT PER DETAIL ON SHEET 4
- (4) 8' PUBLIC UTILITY EASEMENT AND 8' PUBLIC ACCESS EASEMENT
- (5) 8' PUBLIC UTILITY EASEMENT AND 8' PUBLIC ACCESS EASEMENT PER BOOK____ OF MAPS, PAGE ____, M.C.R.

P.A.E.	PUBLIC ACCESS EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
U.V.E.	UNOBSTRUCTED VIEW EASEMENT
V.N.A.E.	VEHICULAR NON ACCESS EASEMENT
AC.	ACRES
L1	LINE NUMBER
C1	CURVE NUMBER
R/W	RIGHT-OF-WAY
M.C.R.	MARICOPA COUNTY RECORDER
DOC.#	DOCUMENT NUMBER
A.S.L.D.	ARIZONA STATE LAND DEPARTMENT
**	HEADLIGHT INTRUSION

TRACT TABLE			
TRACT	AREA (ACRES)	DESCRIPTION	MAINTENANCE
TRACT 'A'	0.138	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'B'	0.232	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E., DRAINAGE, RETENTION	HOA
TRACT 'C'	0.117	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'D'	31.275	OPEN SPACE, DRAINAGE	HOA
TRACT 'E'	0.163	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'F'	0.162	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'G'	0.120	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TRACT 'H'	0.076	OPEN SPACE, LANDSCAPE, P.U.E./P.A.E., U.V.E.	HOA
TOTAL	32.284		

COUNTY RECORDER



SEE SHEET 5 FOR LINE TABLE, CURVE TABLE AND LOT TABLE, AND SHEET 2 FOR LEGEND, LEGAL DESCRIPTION AND TRACT TABLE

CVL CONSULTANTS
CELEBRATING 60 YEARS
4550 North 12th Street
Phoenix, Arizona 85014
602.264.6831
www.cvlci.com

DATE | REVISION | NO.

Coe and Van Loo II L.L.C.

FINAL PLAT

ALORAVITA SOUTH PARCEL 6B

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G. ALCOCER

SHEET 2 OF 5

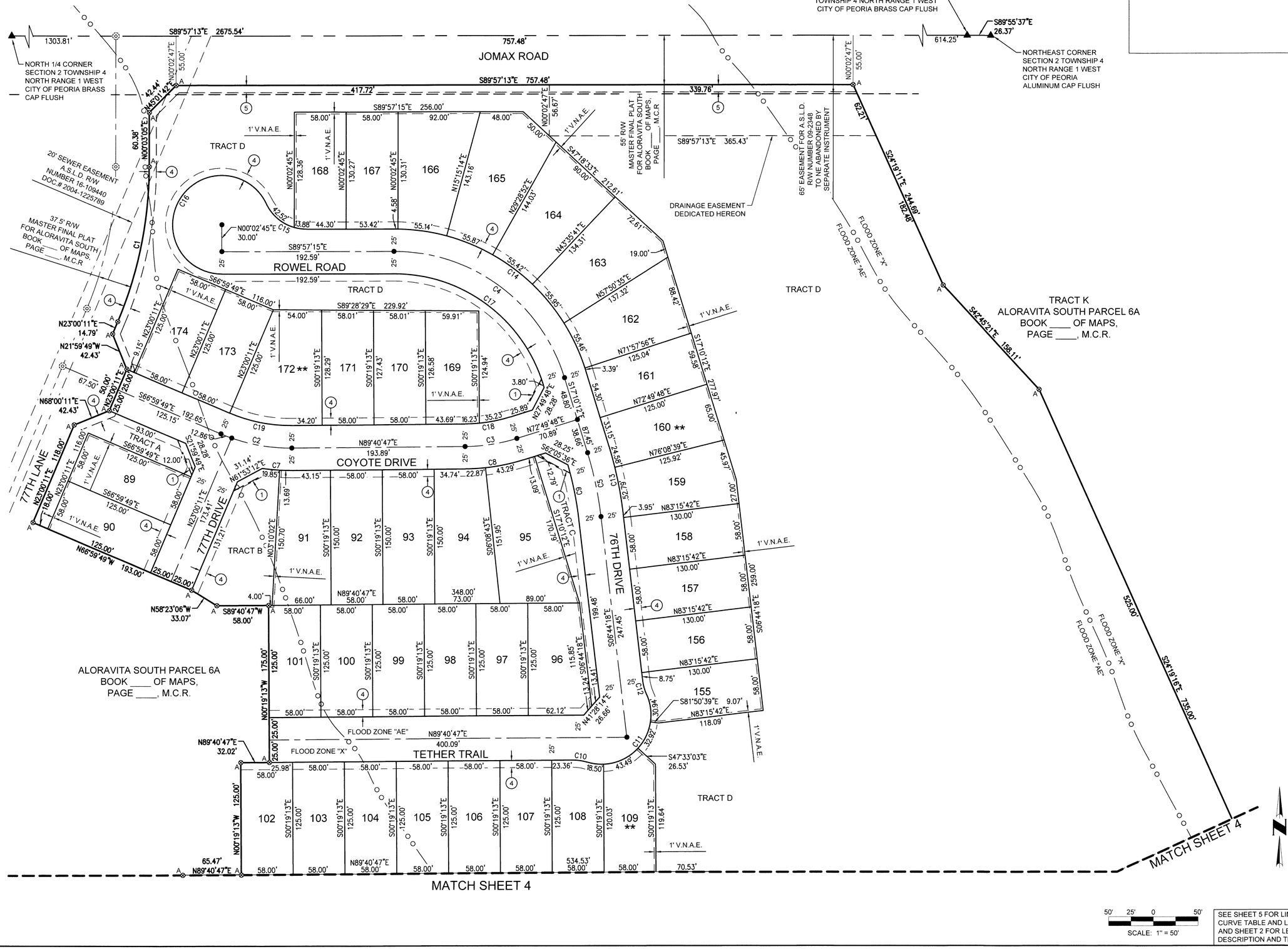
CVL Contact: P. FROEHLICH
CVL Project #: 01-0232238

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PEORIA PROJECT NO. PR2010028

Printed By: AdamT Print Date: August 25, 2022 Filename: N:\01\0232238\Cadd\Parcel 6\PHB\DS P6B FPLAT 01.dwg

COUNTY RECORDER



SEE SHEET 5 FOR LINE TABLE, CURVE TABLE AND LOT TABLE, AND SHEET 2 FOR LEGEND, LEGAL DESCRIPTION AND TRACT TABLE

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CELEBRATING 60 YEARS
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Coe and Van Loo II L.L.C.

FINAL PLAT

ALORAVITA SOUTH PARCEL 6B

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33651
RICHARD G. ALCOCER
[redacted]

SHEET 3 OF 5

CVL Contact: P. FROEHLICH
CVL Project #: 01-0232238

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COUNTY RECORDER

MATCH SHEET 3

MATCH SHEET 5

TRACT D

HIDE TRAIL

STAGHORN DRIVE

REMUDA DRIVE

76TH AVENUE

TRACT E

TRACT F

TRACT G

30' TRAIL CROSSING AND WATER & SEWER EASEMENT DEDICATED HEREON

65' EASEMENT FOR A.S.L.D. R/W NUMBER 09-2348 TO BE ABANDONED BY SEPERATE INSTRUMENT

NORTHEAST CORNER SECTION 2 TOWNSHIP 4 NORTH RANGE 1 WEST CITY OF PEORIA ALUMINUM CAP FLUSH

TERRAMAR HOMEOWNER ASSOCIATION BOOK 530 OF MAPS, PAGE 36, M.C.R.

ALORAVITA SOUTH PARCEL 6A BOOK____ OF MAPS, PAGE ____, M.C.R.

APN 201-09-044 CITY OF PEORIA BOOK 455 OF MAPS, PAGE 41, M.C.R.

FLOOD ZONE "AE"

FLOOD ZONE "X"

1' V.N.A.E.

LOT LINES

8' P.U.E. (TYPICAL)

FRONT LOT LINE / RIGHT OF WAY

TYPICAL PUBLIC UTILITY EASEMENT DETAIL

(NOT-TO-SCALE)

6.0' WATER ESMT.

14' WATER ESMT.

8' P.U.E.

LOT LINES

FRONT LOT LINE /RIGHT OF WAY

WATER METER EASEMENT DETAIL

(NOT-TO-SCALE)

SCALE: 1" = 50'

SEE SHEET 5 FOR LINE TABLE, CURVE TABLE AND LOT TABLE, AND SHEET 2 FOR LEGEND, LEGAL DESCRIPTION AND TRACT TABLE

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DATE | REVISION | NO.

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FINAL PLAT

ALORAVITA SOUTH PARCEL 6B

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G. ALCOCER

SHEET 4 OF 5

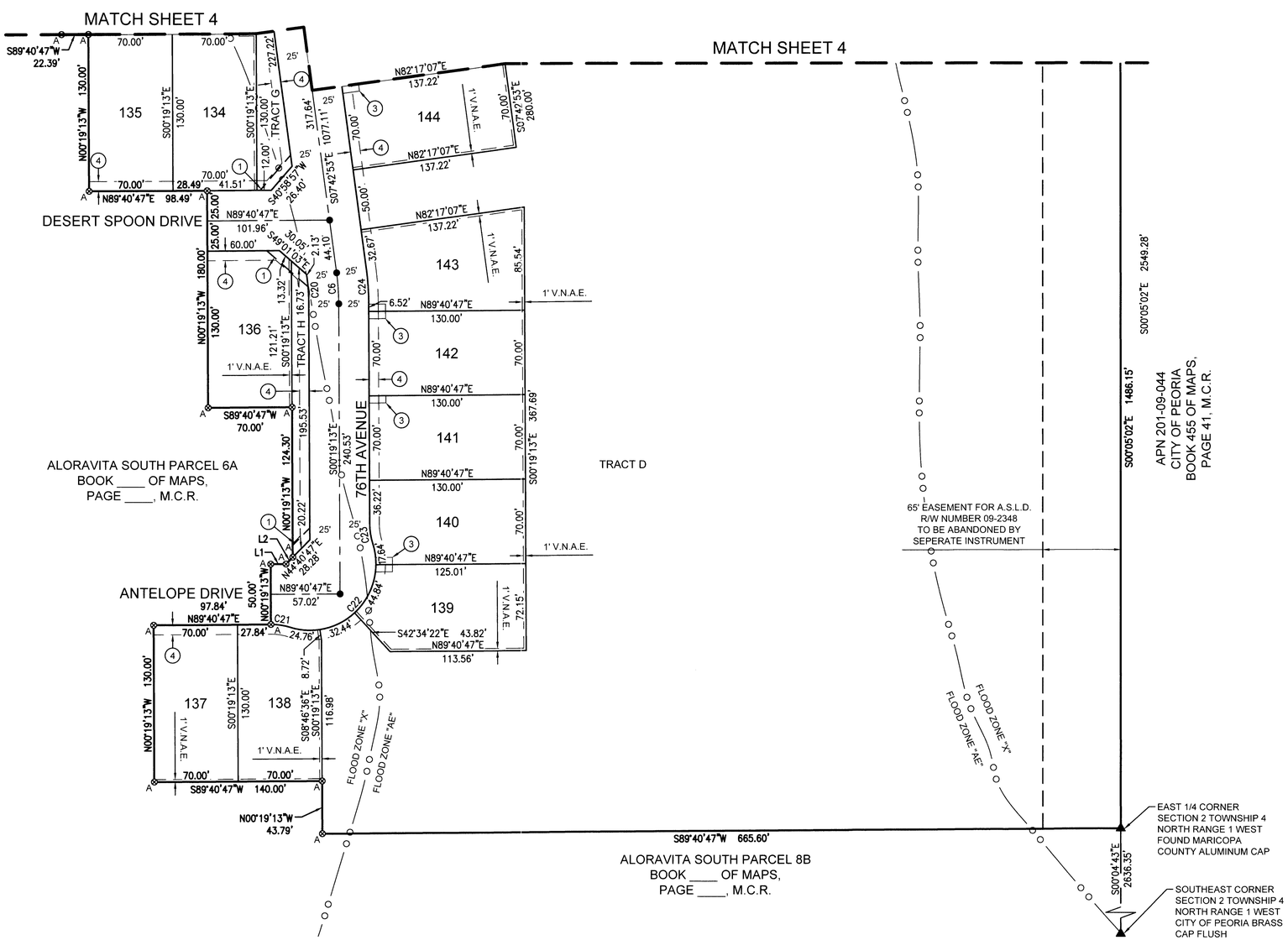
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COUNTY RECORDER

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	177.30'	442.49'	022°57'26"	89.85	176.11	N11°31'29"E
C2	81.41'	200.00'	023°19'24"	41.28	80.85	S78°39'31"E
C3	58.82'	200.00'	016°50'59"	29.62	58.61	N81°15'17"E
C4	254.06'	200.00'	072°47'02"	147.41	237.32	N53°33'43"W
C5	72.83'	400.00'	010°25'54"	36.51	72.73	N11°57'15"W
C6	25.81'	200.00'	007°23'40"	12.92	25.79	N04°01'03"W
C7	33.55'	225.00'	008°32'36"	16.81	33.52	S86°02'55"E
C8	66.17'	225.00'	016°50'59"	33.33	65.93	N81°15'17"E
C9	61.93'	375.00'	009°27'46"	31.04	61.86	N11°28'11"W
C10	16.65'	55.00'	017°20'29"	8.39	16.58	N81°38'58"W
C11	125.85'	55.00'	131°06'04"	120.97	100.14	N41°28'14"E
C12	16.65'	55.00'	017°20'29"	8.39	16.58	S15°24'33"E
C13	77.38'	425.00'	010°25'54"	38.80	77.27	N11°57'15"W
C14	285.82'	225.00'	072°47'02"	165.84	266.99	N53°33'43"W
C15	56.39'	50.00'	064°37'23"	31.62	53.45	S57°38'33"E
C16	234.82'	55.00'	244°37'23"	-86.96	92.97	S32°21'27"W
C17	222.31'	175.00'	072°47'02"	128.98	207.66	N53°33'43"W
C18	51.46'	175.00'	016°50'59"	25.92	51.28	N81°15'17"E
C19	71.24'	175.00'	023°19'24"	36.12	70.75	S78°39'31"E
C20	22.59'	175.00'	007°23'40"	11.31	22.57	N04°01'03"W
C21	16.65'	55.00'	017°20'29"	8.39	16.58	N81°38'58"W
C22	119.69'	55.00'	124°40'58"	104.94	97.43	N44°40'47"E
C23	16.65'	55.00'	017°20'29"	8.39	16.58	S08°59'28"E
C24	29.04'	225.00'	007°23'40"	14.54	29.02	N04°01'03"W
C25	16.65'	55.00'	017°20'29"	8.39	16.58	S00°57'21"W
C26	112.59'	55.00'	117°17'18"	90.26	93.93	N49°01'03"W
C27	16.65'	55.00'	017°20'29"	8.39	16.58	N81°00'32"E

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
89	7,250
90	7,250
91	9,216
92	8,700
93	8,700
94	9,811
95	11,462
96	8,080
97	7,250
98	7,250
99	7,250
100	7,250

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
101	7,250
102	7,250
103	7,250
104	7,250
105	7,250
106	7,250
107	7,250
108	7,159
109	7,348
110	9,971
111	10,125
112	10,125

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
113	10,125
114	10,125
115	10,125
116	10,125
117	10,125
118	10,125
119	10,125
120	10,125
121	10,125
122	10,125
123	10,081
124	10,125

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
125	10,125
126	10,125
127	10,125
128	10,081
129	10,125
130	10,125
131	10,125
132	10,125
133	10,081
134	9,100
135	9,100
136	9,056

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
137	9,100
138	8,968
139	9,351
140	9,013
141	9,100
142	9,100
143	10,173
144	9,605
145	9,605
146	9,605
147	9,605
148	10,275

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
149	10,275
150	10,275
151	10,275
152	10,291
153	10,291
154	10,280
155	7,378
156	7,540
157	7,540
158	7,540
159	8,333
160	7,678

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
161	7,330
162	9,234
163	10,073
164	9,932
165	11,223
166	9,840
167	7,556
168	7,547
169	7,552
170	7,366
171	7,416
172	10,172

LOT AREA TABLE	
LOT #	AREA (SQUARE FEET)
173	7,250
174	7,250
TOTAL	775,633

LINE TABLE		
NO.	BEARING	LENGTH
L1	S89°40'47"W	12.79'
L2	N44°40'47"E	8.06'

SCALE: 1" = 50'

SEE SHEET 5 FOR LINE TABLE, CURVE TABLE AND LOT TABLE, AND SHEET 2 FOR LEGEND, LEGAL DESCRIPTION AND TRACT TABLE

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DATE
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NO.

Coe and Van Loo II L.L.C.

FINAL PLAT

ALORAVITA SOUTH PARCEL 6B

PEORIA, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
[redacted]

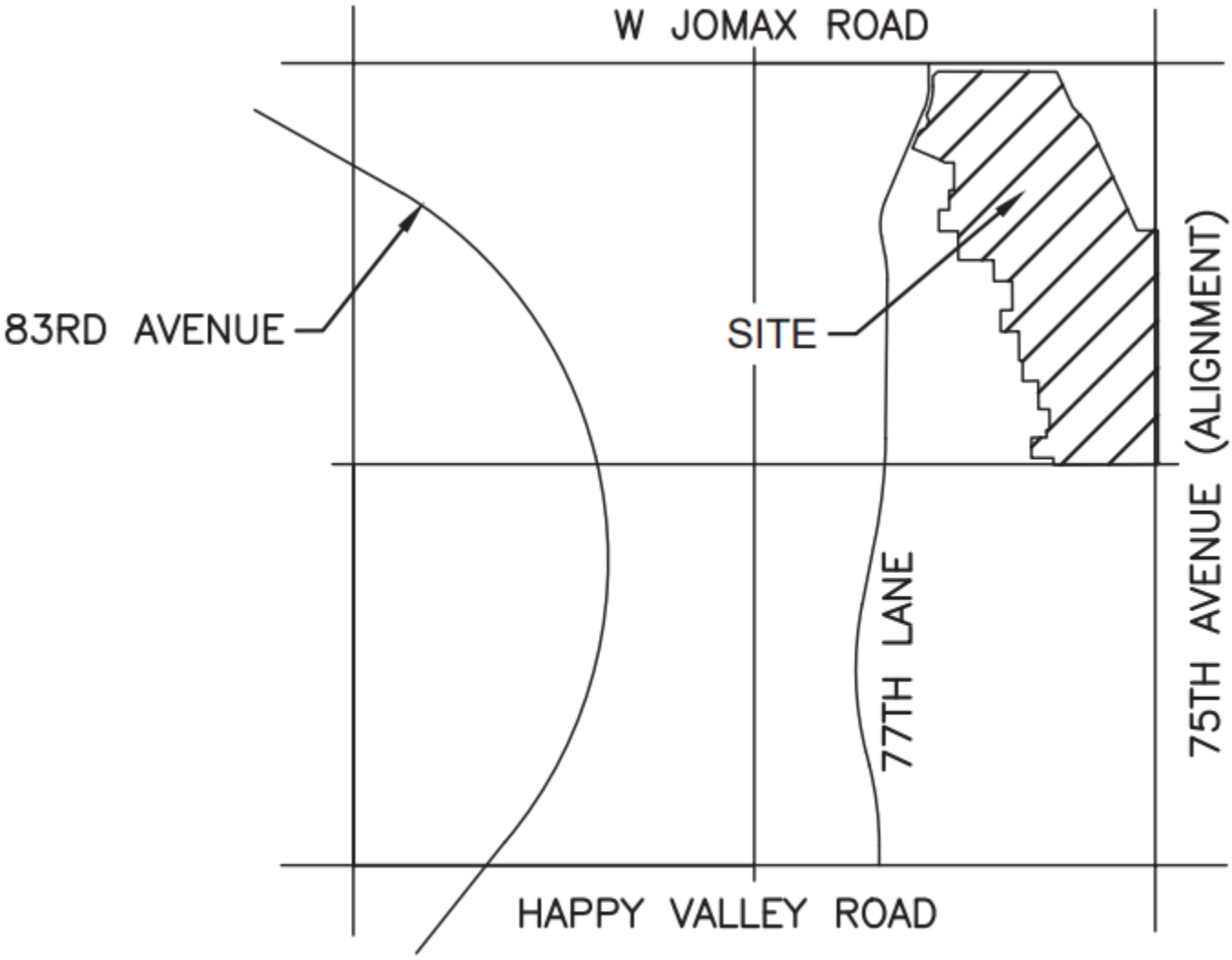
SHEET 5 OF 5

CVL Contact: P. FROEHLICH
CVL Project # 01-0232238

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PEORIA PROJECT NO. R220028

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VICINITY MAP

(NOT-TO-SCALE)

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 18C.

Date Prepared: 9/28/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

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

SUBJECT: A Replat of Varney Tract, 80th Drive South of Kirby Street

Purpose:

Discussion and possible action to approve a Replat for A Replat of Varney Tract Assessor's Parcel Numbers 142-06-034A and 142-06-034B, located at 80th Drive South of Kirby street, subject to stipulations.

Summary:

The purpose of the Replat is to combine two (2) existing lots into one (1) parcel for residential use. This development is within the City of Peoria's water and sewer areas. This Replat will provide easements and rights of way to allow for a proposed commercial development layout.

Previous Actions/Background:

No previous actions.

Staff Recommendation:

Staff recommends the approval and subsequent recordation of the attached Replat subject to the following stipulation:

In the event that the Replat is not recorded within 60 days of Council approval, the Replat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

Contact Name and Number:
Adina Lund, PE, Development and Engineering Director, 623-773-7249

RE-PLAT OF VARNEY TRACT LOTS APN# 142-06-034A & 142-06-034B

A PORTION OF THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 23, TOWNSHIP 3 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

WE, ISELA A. MUNOZ & MARIA LUISA A. MUNOZ, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP, DO PUBLISH THIS "RE-PLAT OF VARNEY TRACT LOTS APN#142-06-034A & 142-06-034B" FOR A PORTION OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 23, TOWNSHIP 3 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 "RE-PLAT OF VARNEY LOTS APN# 142-06-034A & 142-06-034B" AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT , STREETS, AND EASEMENTS CONSTITUTING THE SAME. PUBLIC UTILITY EASEMENT (PUE) IS DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH. ALL NOTATIONS AND DEDICATIONS STATED ON OR WITHIN THE RECORDED PLAT OF "VARNEY TRACT" AS RECORDED IN BK 30, PG 111 (MCR), SHALL REMAIN IN FULL FORCE AND EFFECT WITH THE RECORDATION OF THIS RE-PLAT.

ISELA A. MUNOZ

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

BEFORE ME THIS___ DAY OF _____, 2022, THE FOLLOWING PERSON APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC

ISELA A. MUNOZ, WHO ACKNOWLEDGED HERSELF TO BE AN OWNER OF THE SUBJECT PROPERTY AND ACKNOWLEDGED THAT SHE, BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____

MARIA LUISA A. MUNZOZ

ACKNOWLEDGEMENT

STATE OF ARIZONA }
} ss
COUNTY OF MARICOPA }

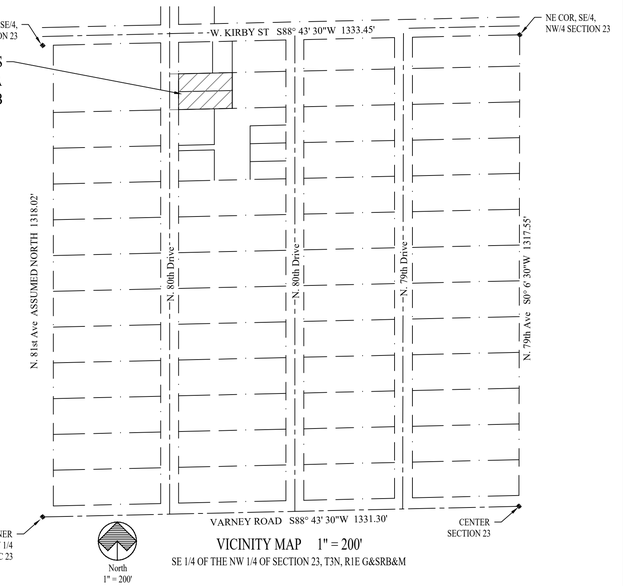
BEFORE ME THIS___ DAY OF _____, 2022, THE FOLLOWING PERSON APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC

MARIA LUISA A. MUNOZ, WHO ACKNOWLEDGED HERSELF TO BE AN OWNER OF THE SUBJECT PROPERTY AND ACKNOWLEDGED THAT SHE, BEING AUTHORIZED SO TO DO, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

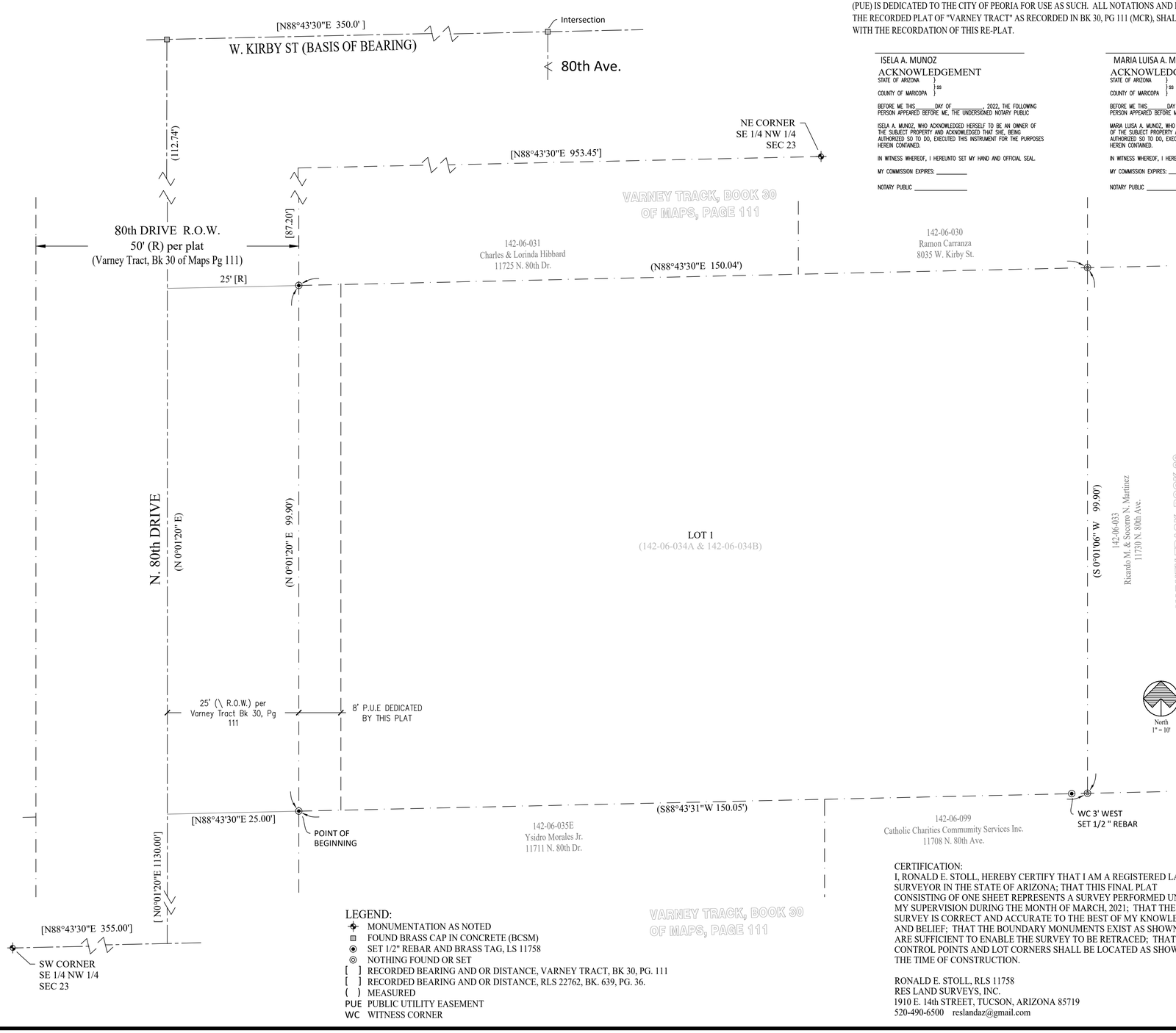
MY COMMISSION EXPIRES: _____

NOTARY PUBLIC _____



VICINITY MAP 1" = 200'

SE 1/4 OF THE NW 1/4 OF SECTION 23, T3N, R1E G&SRB&M



LEGEND:

- ⌖ MONUMENTATION AS NOTED
- ▨ FOUND BRASS CAP IN CONCRETE (BCSM)
- ◉ SET 1/2" REBAR AND BRASS TAG, LS 11758
- ◎ NOTHING FOUND OR SET
- [ ] RECORDED BEARING AND OR DISTANCE, VARNEY TRACT, BK 30, PG. 111
- [ ] RECORDED BEARING AND OR DISTANCE, RLS 22762, BK. 639, PG. 36.
- ( ) MEASURED
- PUE PUBLIC UTILITY EASEMENT
- WC WITNESS CORNER

CERTIFICATION:

I, RONALD E. STOLL, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS FINAL PLAT CONSISTING OF ONE SHEET REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF MARCH, 2021; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

RONALD E. STOLL, RLS 11758
RES LAND SURVEYS, INC.
1910 E. 14th STREET, TUCSON, ARIZONA 85719
520-490-6500 reslandaz@gmail.com

REGISTERED LAND SURVEYOR CERTIFICATE NO. 11758 RONALD E. STOLL

[redacted]

RONALD E. STOLL, LS 11758

NOTES:

1. 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.
2. ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE TV, TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE WITHIN THIS PARCEL SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER.
4. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
5. 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 SITE DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
6. THIS PARCEL IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
7. THIS PARCEL IS LOCATED WITHIN THE CITY OF PEORIA SEWER AREA.`

OWNER:

ISELA A. MUNOZ & MARIA LUISA A. MUNOZ, AS JOINT TENANTS WITH RIGHT OF SURVIVORSHIP

LEGAL DESCRIPTION:

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23 , TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, Thence North 88 degrees 43 minutes 30 seconds East a distance of 355.00 feet to the Center Line of the 80th Drive Right-of-Way, Thence North 0 degrees 1 minute 20 seconds East a distance of 1130.00 feet, Thence North 88 degrees 43 minutes 31 seconds East a distance of 25 feet to the East Right-of-Way of 80th Drive, the POINT OF BEGINNING.
Thence North 0 degress 1 minute 20 seconds East upon said Right-of-Way a distance of 99.90 feet, Thence North 88 degrees 43 minutes 30 seconds East a distance of 150.04 feet, Thence South 0 degrees 1 minute 6 seconds West a distance of 99.90' feet, Thence South 88 degrees 43 minute 31 seconds West a distance of 150.05 feet to POINT OF BEGINNING.

BASIS OF BEARING: N 88° 43' 30" E ALONG THE CENTERLINE MONUMENTATION OF W. KIRBY STREET, per ROS BK. 639, PG. 361.

REFERENCE DOCUMENT:

RECORDED PLAT MAP FOR VARNEY TRACK, AS RECORDED IN BOOK 30 OF MAPS, PAGE 111, MCR.
BY REFERENCE, RECORD OF SURVEY BY GENE C. HARRISON II, RLS 22762, BK 639, PG 361, 06/2003.
REPORT OF TITLE (#71603142) WITH SCHEDULES "A" & "B", BY PIONEER TITLE AGENCY INC., 7310 N. 16th STREET, STE. 250, PHOENIX, AZ 85020

FEMA Flood Hazard:
Zone X
Panel 04013C1705M

Approval Block:

By _____ _____
City of Peoria Engineer — Date

By _____ _____
Mayor — Date

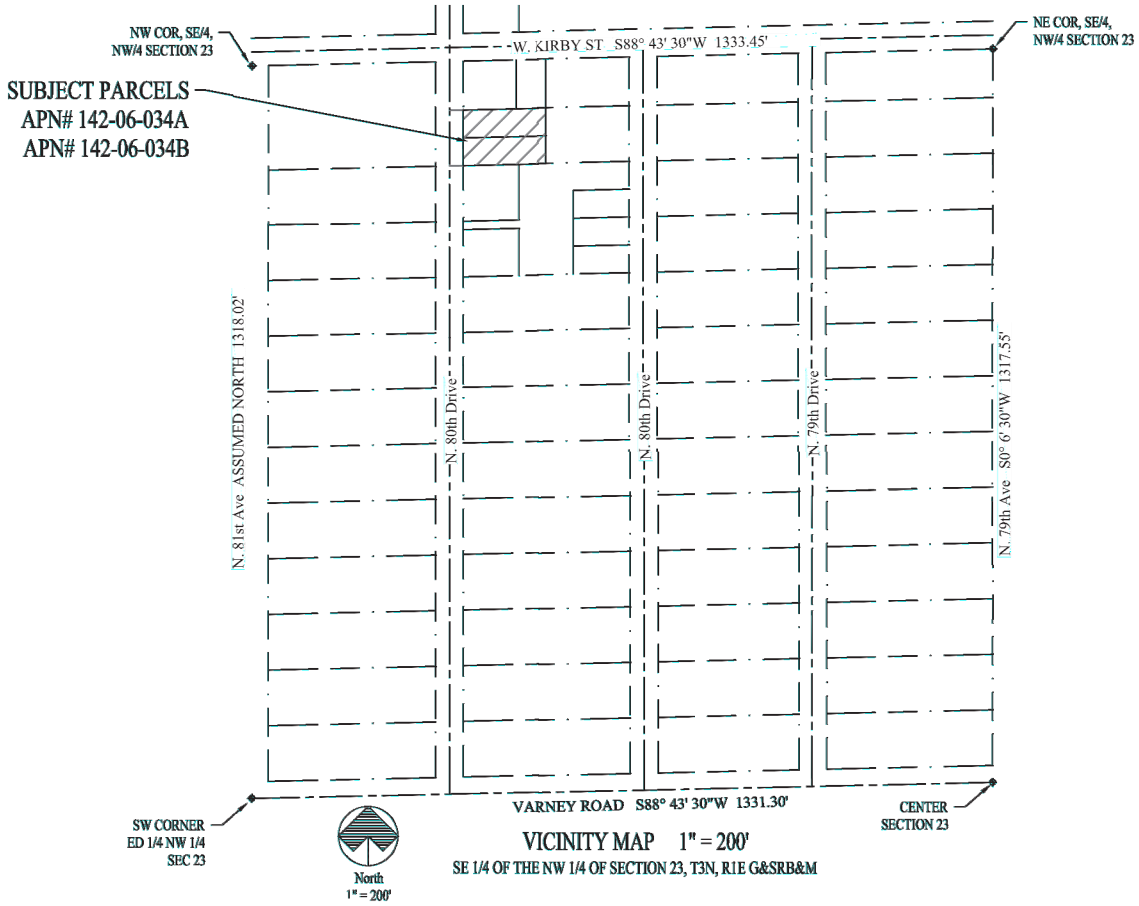
By _____ _____
City Clerk — Date

R220026

A PORTION OF
LOT 14 OF VARNEY TRACT
AND LYING IN THE
SE 1/4 OF THE NW 1/4 SECTION 23
T 3 N, R 1 E, G.&S.R.M.

RE-PLAT OF VARNEY LOTS APN# 142-06-034A & 142-06-034B

RES LAND SURVEYS, INC. 1910 E. 14th STREET TUCSON, ARIZONA 85719



VICINITY MAP 1" = 200'

SE 1/4 OF THE NW 1/4 OF SECTION 23, T3N, R1E G&SRB&M

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 19C.

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

TO: Jeff Tyne, City Manager

THROUGH: Andy Granger, Deputy City Manager

FROM: Kevin Burke, Finance Director

SUBJECT: PUBLIC HEARING - Liquor License, La Crab Shack Peoria, 6750 W. Peoria Avenue. #128

Purpose:

Discussion and possible action to recommend approval to the State Liquor Board for: a New Restaurant (Series 12) Liquor License for La Crab Shack Peoria, located at 6750 W. Peoria Avenue #128, Tin Thanh Vo, Applicant, LL# 22-010950.

Summary:

La Crab Shack Peoria, is a new restaurant located at 6750 W. Peoria Avenue #128. This location is vacant. The owners have applied for a New Restaurant (Series 12) Liquor License. The application agent is Tin Thanh Vo.

A Series 12 Restaurant license is a non-transferable license that allows for the restaurant to sell and serve all types of spirituous liquor solely for consumption on the premises. A Restaurant license requires that at least forty percent (40%) of the restaurant's gross revenue comes from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license.

Some of the businesses around La Crab Shack Peoria are Goodwill, Harbor Freight Tools and McDonalds. There are no staff concerns with La Crab Shack Peoria. The public hearing notice was posted for at least 20 days, and no comments were received during the posting period. The license application was reviewed according to State law and all Departments gave approvals.

Previous Actions/Background:

In October 2002, the Mayor and Council recommended approval to the Arizona State Liquor Board for Lalo's II for a New Restaurant (Series 12) Liquor License located at 6750 W. Peoria Avenue #128.

Staff Recommendation:

Pursuant to Arizona Law the City must make a recommendation to the State Liquor Board

regarding the approval of applications to sell alcoholic beverages in the City. The standard for the City's recommendation is whether the best interest of the community will be served by the issuance of these licenses and whether the public convenience is served. Staff recommends approval of the above licenses.

Fiscal Analysis:

No fiscal impact.

ATTACHMENTS:

La Crab Shack Peoria Application

Contact Name and Number:
Samuel Brown (623) 773-7658

State of Arizona
Department of Liquor Licenses and Control

Created 09/13/2022 @ 01:19:35 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	LA CRAB SHACK PEORIA		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	6750 W PEORIA AVENUE #128 PEORIA, AZ 85345 USA		
Mailing Address:	6750 W PEORIA AVENUE #128 PEORIA, AZ 85345 USA		
Phone:	(949)201-5150		
Alt. Phone:			
Email:	T_MAXPOWER@YAHOO.COM		

AGENT

Name:	TIN THANH VO
Gender:	Male
Correspondence Address:	6750 W PEORIA AVENUE #128 PEORIA, AZ 85345 USA
Phone:	(949)201-5150
Alt. Phone:	
Email:	T_MAXPOWER@YAHOO.COM

OWNER

Name:	LA CRAB SHACK PEORIA, LLC
Contact Name:	TIN VO
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	State of Incorporation:
Incorporation Date:	
Correspondence Address:	6750 W PEORIA PEORIA, AZ 85345 USA
Phone:	(949)201-5150
Alt. Phone:	
Email:	T_MAXPOWER@YAHOO.COM

Officers / Stockholders

Name:	Title:	% Interest:
TIN THANH VO	MEMBER	95.00

LA CRAB SHACK PEORIA, LLC - MEMBER

Name:	TIN THANH VO
Gender:	Male
Correspondence Address:	6750 W PEORIA AVENUE #128 PEORIA, AZ 85345 USA
Phone:	(949)201-5150
Alt. Phone:	
Email:	T_MAXPOWER@YAHOO.COM

APPLICATION INFORMATION

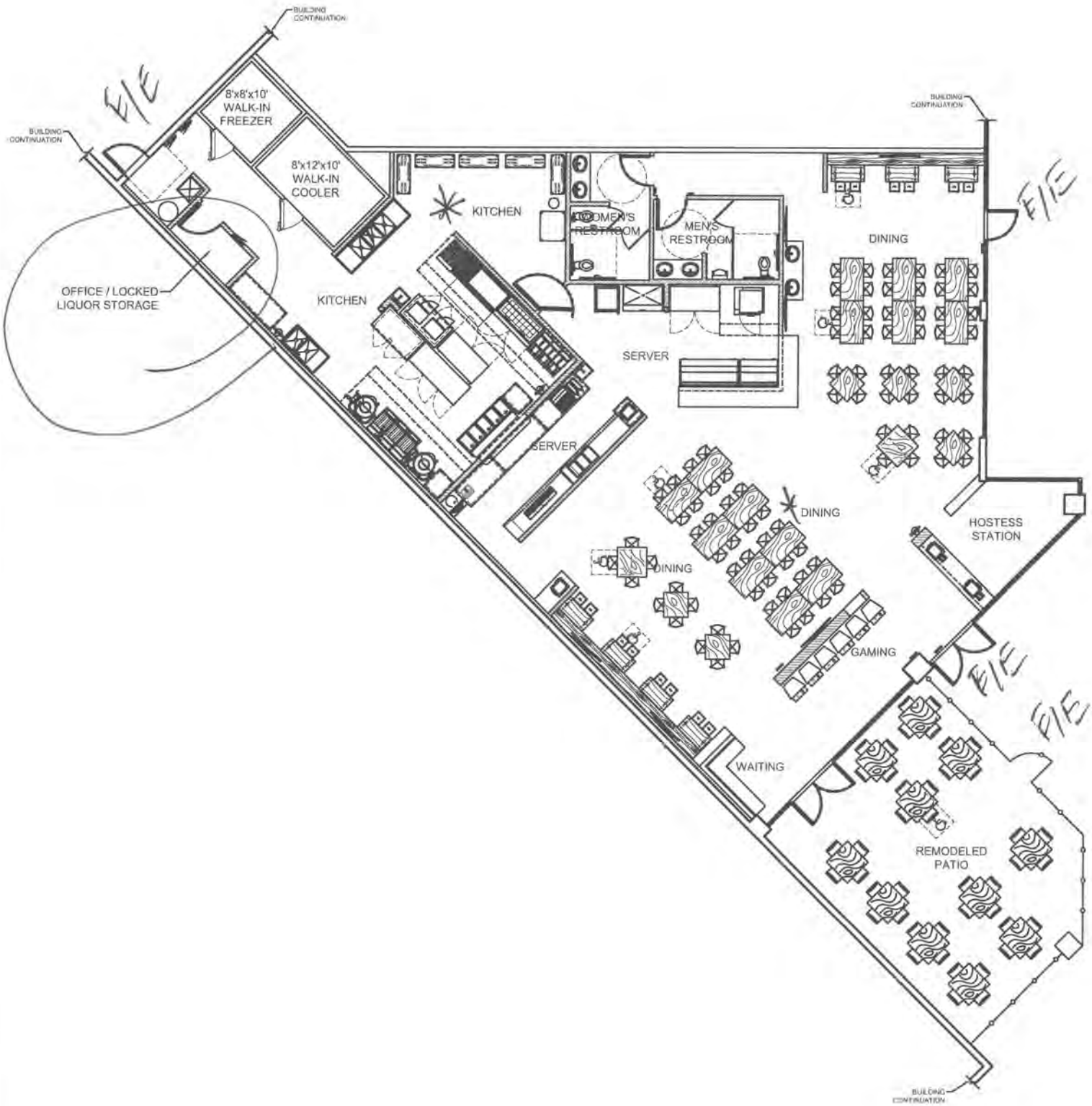
Application Number: 206931
Application Type: New Application
Created Date: 08/19/2022

AP

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   TENANT
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   Yes
   Is the patio contiguous or non-contiguous (within 30 feet)?
   CONTIGUOUS
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   1/15/2023
9) What type of business will this license be used for?
   RESTAURANT


BUILDING CONTINUATION
8'x8'x10' WALK-IN FREEZER
8'x12'x10' WALK-IN COOLER
KITCHEN
WOMEN'S RESTROOM
MEN'S RESTROOM
DINING
OFFICE / LOCKED LIQUOR STORAGE
KITCHEN
SERVER
SERVER
DINING
DINING
HOSTESS STATION
GAMING
WAITING
REMODELED PATIO
F/E

'22 AUG 19 LIQR. LIC. PM 1:11

RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): ~~AN THANH DO~~ LA CRAB Shack Peoria AZ

2. Must indicate the equipment below by Make, Model, and Capacity:

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	Radiance FMGH-3628, 4 ft 30,000 BTU
Oven	Radiance TAR-4, 163K BTU
Freezer	~~TRUE~~ BEVERAGE AIR FB44HC, 1S, DOUBLE DOORS
Refrigerator	TRUE T-72-HC, 3 DOORS
Sink	(1) Regency 3 compartment & 2 compartment sinks
Dish Washing Facilities	N/A
Food Preparation Counter (Dimensions)	Regency 24x48 SS (3)
Other	

3. Attach a copy of your FULL menu with pricing **INCLUDING ALCOHOLIC BEVERAGES**

4. What percentage of your public premises is used primarily for restaurant dining?

(**Do not include kitchen, bar, hi-top tables, or game area.**) 50 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☐ YES ☑ No

(**If yes, what percentage of the public floor space does this area cover?**) _____ %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [109]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 0]

TOTAL [= 109]

Individuals requiring ADA accommodations please call (602)542-9027

7. What type of dinnerware is primarily used in your restaurant? ☐ Reusable ☐ Disposable ☑ Both

8. Does your restaurant contain any **games**, **televisions**, or **any other entertainment**? ☑ YES ☐ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

8 – TV's

9. Do you have live entertainment or dancing? ☐ YES ☑ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	8
Bartenders	0
Hostesses	2
Managers	1
Servers	8
Other ( )	
Other ( )	
Other ( )	

I, (Print Full Name) TIN THANH VO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: [redacted]

'22 AUG 19 LIQ. LIC. PM 1 01

RECORDS REQUIRED FOR AUDIT

RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

1. Name of restaurant (Please print): LA CRAB SHACK PEORIA
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of ***all*** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, ***accurate*** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets

11. **General Ledger**

    A. Sales Journals/Monthly Sales Schedules
        1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
        2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
        3) Dated Guest Checks
        4) Coupons/Specials/Discounts
        5) Any other evidence to support income from food and liquor sales

    B. Cash Receipts/Disbursement Journals
        1) Daily Bank Deposit Slips
        2) Bank Statements and canceled checks

12. **Tax Records**

    A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
    B. Income Tax Return - city, state and federal (copies)
    C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

'22 AUG 19 Liq. Lic. PM 1 11

A. Copies of all reports required by the State and Federal Government

B. Employee Log (A.R.S. §4-119)

C. Employee time cards (actual document used to sign in and out each work day)

D. Payroll records for all employees showing hours worked each week and hourly wages

14. **Off-site Catering Records** (must be complete and separate from restaurant records)

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).

A.R.S. §4-210(A)7

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

A.R.S. §4-205.02(G)

For the purpose of this section:

1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

I, (Print Full Name) TIN THANH VO **hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.**

Applicant Signature: [redacted]

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE

New Jumbo Seafood Platter

22 Liq. Lic. AM 8:51

No Substitutions Please

- 2 Lg Lobster Tails
- 1 lb. Snow Crab Legs
- 1 lb. Headless Shrimp
- 1 lb. Crawfish
- 1 lb. Mussels
- 1 lb. Clams, 4 Eggs
- 4 Corn, 8 Potatoes
- 1/2 lb. Sausage

FEEDS 4 - 6



Reg. 165.86

$139.99

15% Gratuity added to orders at tables with 6 or more guests

Step 1
Choose your Catch

Boiled in stock seasoned with herbs & spices

Shrimp (Head On) Colossal	lb.	15.99
Shrimp (Headless EZ Peel)	lb	17.99
Crawfish Frozen	lb.	12.99
Crawfish Live Seasonal	(Market Price)	
Snow Crab Legs	lb.	34.99
King Crab Legs	lb.	68.99
Dungeness Clusters	lb.	32.99
Live Blue Crabs	(When Available)	
Clams Brown	lb.	12.99
Mussels Green Lipped	lb.	13.99
Lobster Tails 2 7 to 8 oz tails		54.99

Add to Your Bag

Sausage	4 Pieces	3.99
Corn on the Cob	each	.99
Potatoes	each	.75
Boiled Eggs	2 for	2.50
Extra Sauce		2.50
Extra Butter		1.00

Step 2
Choose your Seasoning

House Blend *
*Garlic Butter with Lemon Pepper and Cajun Spices
Rajun Cajun Cali Cajun
Garlic Butter
Lemon-Pepper
Garlic Butter with Lemon Pepper
Thai Basil Cajun

Step 3
Choose your Heat

1 Mild 3 Hot
2 Medium 4 Inferno

Build Your Own Combo:
Choose 4 lbs. or more "Seafood Choices" and get 2 Corn, 3 Potatoes, 2 eggs and 4 Sausage FREE



*Raw Oysters
6 for 10.99
12 for 20.99

Char Grilled Oysters
6 for 12.99 12 for 22.99

EXTRA SIDES

Cajun, Regular or Lemon Pepper

French Fries	3.99
Sweet Potato Fries	4.50
Onion Rings	4.50
Hush Puppies	4.50
French Bread	1.99
Mixed Veggies	2.50
Steamed Rice cup	2.50
Noodles bowl	2.99

STORE HOURS:
12 to 9 pm

LA. CRAB SHACK
1948 W. Broadway Rd
Suite 101,
Mesa, AZ 85202

Phone(480)659-7922

On Line Order
thelacrabshack.com

*Warning This facility offers raw oysters. Consuming raw shellfish may increase your risk of foodborne illness.

Appetizers

Fried Cajun Sampler 19.99
Gator Nuggets, Shrimp, Catfish, Fried Okra, and Hushpuppies with cocktail, tarter and remoulade sauce (No Substitutions Please)

Shrimp Cocktail 5 Shrimp 7.99 12 for 17.99

Fried Clams with cocktail & tarter 6.99

Fried Gator Nuggets Appetizer 12.99

Fried Calamari Classic or Cajun 10.99

Fried Oysters with cocktail & tarter 10.99

Fried Frog Legs three pairs 9.99

Fried Chicken Fingers 3 fingers 7.99

Fried Mozzarella Sticks 6.99

Cajun Fried Okra w/ Remoulade 4.99

Spicy Cauliflower 4.99

Edamame half pound soybean pods 3.50



Fried Baskets

Hand dipped in Buttermilk and lightly breaded, served with Cajun, Salted or Lemon Pepper Fries.

Fried Catfish Filet with Tarter Sauce 12.99

Fried Shrimp with Cocktail and Tarter Sauce 12.99

Fried Oysters (6) w/ Cocktail and Tarter 13.99

Soft Shell Crab w/ Cocktail and Tarter 15.99

Gator Nuggets w/ Cocktail and Tarter 15.99

Chicken Fingers 3 fingers with sauce 10.99

Fish & Chips Beer battered Cod w/Tarter 12.99



Flame Seared

Grilled Salmon
8 oz filet 18.99

Grilled Shrimp
1/2 lb. 14.99



Salads

Caesar Salad 7.99

Chicken* Caesar 11.99

Shrimp* Caesar 13.99

*Grilled or Fried

Cajun Favorites

Chicken , Sausage and Shrimp w/rice
Gumbo bowl 7.99

Shrimp, Chicken & Sausage
Fried Rice* 12.99

Cajun Spiced Shrimp Alfredo
Fettucine* 13.99
*Extra Shrimp 8.00

Cajun Spiced Chicken Alfredo
Fettuccine* 10.99
*Extra Chicken 4.00

Po Boys

Freshly Baked Toasted French Bread

Fried Oysters	12.99
Fried Shrimp	10.99
Fried Catfish	10.99
Fried Chicken	9.99
Grilled Shrimp	10.99

With Lettuce, Tomato, and Remoulade or Tarter Sauce. Served with Cajun, Lemon Pepper or Plain Salted Fries.



$6 Cocktails Frozen or Rocks

Batch Mixed Daily with fresh juices for consistency, value and efficiency.

Hurricane - Bloody Mary
Margaritas Frozen or On the Rocks
Frozen Strawberry Margarita
Frozen Fruit Daiquiris
Twisted Lemonade
Frozen Pina Colada

Michelada Add to your beer **2.50**

New York Cheesecake $4.99



Coca Cola, Diet Coke,
Sprite, Dr. Pepper,
Root Beer,
PowerAde,
Pink Lemonade
Orange Fanta
China Mist Iced Tea
Free Refills
2.50

Bottle Beer 12 oz. Bottle **3.50**
Coors Lite, Bud Light, Michelob Ultra

Imported & Craft Beer 4.50
Corona, Modelo, Dos XX Lager,
Lagunitas IPA, Abita Purple Haze,
Stella Artois, Heineken, Angry
Orchard Cider, Pacifica, Kiltlifter



Frozen Strawberry Lemonade Smoothie 3.50



WOODBRIDGE WINES
By Robert Mondovi
Chardonnay,
Pinot Grigio,
Moscato,
Cabernet Sauvignon
Glass $5
Bottle $16.50



Kids Meals

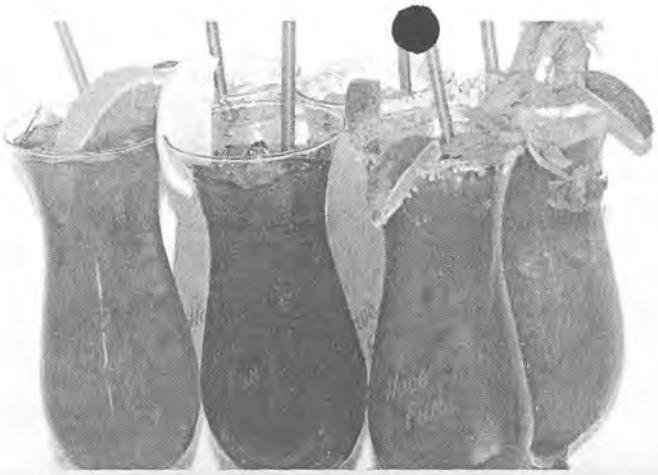
Kids 12 and under
Choice of
2Chicken Tenders
6Shrimp
2Catfish
With Fries
And Drink
5.99



Ice Cold Beer on Tap

Pabst Blue Ribbon	**Pint 2.50**
Coors Light - Bud Light	**Pint 3.50**
Craft & Imported Beer*	**Pint 4.50**

***Alaskan Amber, Dos Equis Lager, Blue Moon, Huss Scottsdale Blond, Corona Premier**



$4.50 Cocktails

Margaritas "Frozen or Rocks"
Frozen Strawberry Margarita
Hurricane - Bloody Mary
Twisted Lemonade
Frozen Fruit Daiquiris
Frozen Pina Colada

Happy Hour

Monday-Friday
12-6 pm

Raw Oysters
$1.50 Ea.(6 minimum)

$2.50 16 oz. Draft
Bud Light
Coors Light
Pabst Blue Ribbon

$3.50 Wine
Glass

All Wine Bottles $5 Discount

Happy Hour Specials

Fried Clams	with tarter and cocktail sauce	6.00
Fried Calamari	with warm marinara sauce	7.00
Fried Oysters	with cocktail and tarter sauce	7.00
Fried Chicken Fingers	3 extra large strips	6.00
Fried Gator Nuggets	Appetizer portion	9.99
Fried Frog Legs	Three Pairs (Six Legs)	8.99
Fried Okra	with Remoulade Sauce	3.99
Edamame	Half Pound of Soybean Pods	2.50

Fried Mozzarella Strips
Happy Hour
3.99

Hush Puppies
Happy Hour
2.99

Lunch Specials

Monday thru Friday 12:00 to 6:00 PM



New Spicy Chicken Sandwich 7.99

With Cajun, Lemon Pepper or Plain Salted Fries

Large chicken breast breaded with Cajun spices served on a big Brioche Bun

Fried Chicken Sandwich with Fries **7.99**

Grilled Chicken Sandwich With Fries **7.99**

Fish & Chips Beer Battered Cod with French Fries **8.99**

Cajun Fried Rice w/Chicken, Shrimp & Sausage **9.99**

Cajun Shrimp Fettuccine Alfredo 10.99

Cajun Chicken Fettuccine Alfredo 8.99

Grilled Chicken Caesar Salad 9.99

Cajun Shrimp Caesar Salad 10.99

Fried Chicken Fingers with Fries **7.99**

Fried Shrimp Basket with Fries **9.99**

CSR:
Amount:

'22 AUG 19 LIQ. LIC. PM 1 11

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	286931
Date Accepted:	8-19-22
CSR:	

Arizona Dept. of Liquor Licenses and Control
800 W. Washington St. 5th Floor Phoenix, AZ 85007
(602) 542-5141

Type or Print with Black Ink

License Number: 805-235

ATTENTION APPLICANT: This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

Attention local governments: Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND $22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☑ Agent ☑ Controlling Person

2. Name: VO (Last) TIN (First) THANH Birth Date: [redacted]

3. Social Security [redacted] vers License # [redacted] State Issued: ~~CA~~ AZ

4. Place of birth: [redacted] (City) [redacted] (State) [redacted] (COUNTRY) Height: [redacted] Eyes: [redacted] Hair [redacted]

5. Name of current/most recent spouse: VU (Last) UEN (First) THUY (Middle) Birth Date: [redacted]

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 8/1/22

7. Daytime telephone number: 949-201-5150 Email address: t_maxpower@yahoo.com

8. Premises Name: LA CRAB SHACK PEORIA Business Phone: 949/201/5150

9. Premises Address: 6750 W. Peoria AVE #128 (Street (do not use PO Box)) PEORIA (City) AZ (State) Maricopa (County) 85345 (Zip)

Individuals requiring ADA accommodations please call (602)542-2999

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address.

'22 AUG 19 LIQ. LIC. FM 1 11

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
[redacted]	[redacted]	[redacted]	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years *A.R.S. §4-202(D)*

FROM Month/Year	To Month/Year	Street	City	State	Zip
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12.	As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer **#13 below. If NO, skip to #14**	Yes	☑	No ☐
13.	Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years?	Yes	☑	No ☐
14.	Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?	Yes	☐	No ☑
15.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210*	Yes	☐	No ☑
16.	Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation?	Yes	☐	No ☑
17.	Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes	☐	No ☑
18.	Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)*	Yes	☐	No ☑

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) TIN THANH VO hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: [redacted] Date: 8/19/22

State of Arizona
Department of Liquor Licenses and Control
800 W. Washington 5th Floor
Phoenix, AZ 85007
(602) 542-5141

ARIZONA STATEMENT OF CITIZENSHIP OR ALIEN STATUS FOR STATE PUBLIC BENEFITS

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) TIN THANH VO

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☑ Yes ☐ No

If **Yes**, indicate place of birth:

City SAIGON State (or equivalent) _____ Country or Territory VIETNAM

If you answered **Yes**, 1) Attach a legible copy of a document from the attached list.

2) Name of document: PASSPORT
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

'22 AUG 19 D9:26 PM 1:12

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

_____

Name of document provided

Qualified Alien Status (8 U.S.C.§§ 1621(a)(1),-1641(b) and (c))

☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)

☐ 2. An alien who is granted asylum under Section 208 of the INA.

☐ 3. A refugee admitted to the United States under Section 207 of the INA.

☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.

☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.

☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.

☐ 7. An alien who is a Cuban/Haitian entrant.

☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C)

☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or

☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];

☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

'22 AUG 19 D9:10 RCVD

All applicants must complete this section.
I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

TIN THANH VO
Individual Owner/Agent Printed Name

[redacted]

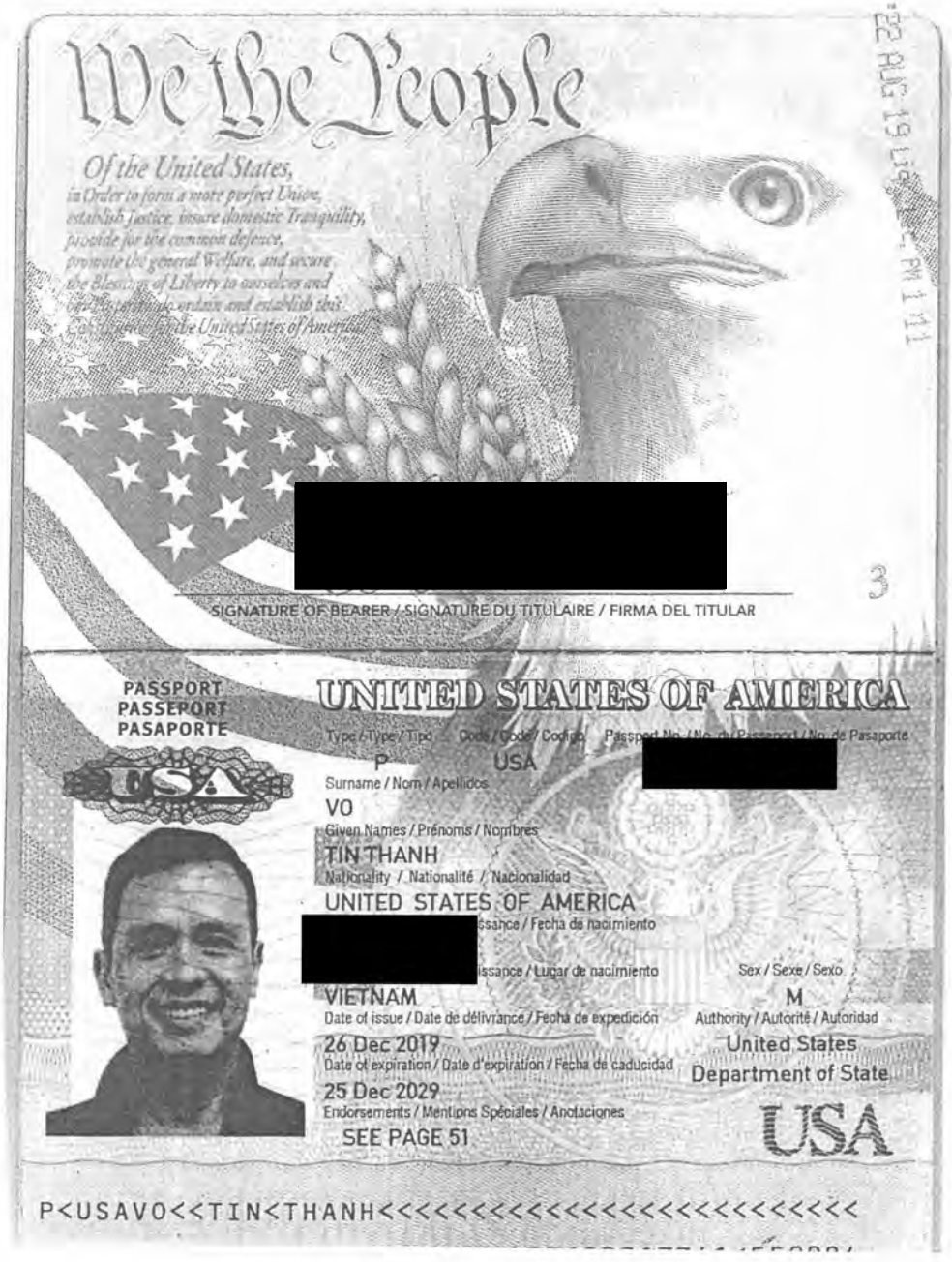
8/19/22
Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.


We the People
Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
[redacted]
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR
PASSPORT
PASSEPORT
PASAPORTE
USA
UNITED STATES OF AMERICA
Type / Type / Tipo
P
Code / Code / Código
USA
Passport No. / No. de Passeport / No. de Pasaporte
[redacted]
Surname / Nom / Apellidos
VO
Given Names / Prénoms / Nombres
TIN THANH
Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA
[redacted]
VIETNAM
Sex / Sexe / Sexo
M
Date of issue / Date de délivrance / Fecha de expedición
26 Dec 2019
Authority / Autorité / Autoridad
United States
Department of State
Date of expiration / Date d'expiration / Fecha de caducidad
25 Dec 2029
Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 51
USA
P<USAVO<<TIN<THANH<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<<

Certificate # ON-LINE

Certificate of Completion
For
Title 4 **BASIC** Liquor Law Training

- ☐ On-sale
- ☐ Off-sale
- ☒ On- and off-sale

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Tin Vo

[redacted]

07/18/2022	07/18/2025
Training Completion Date	Certificate Expiration Date (three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

I, Jared Repinski, certify that the above named individual did successfully complete
Instructor Name (please print)

Title 4 BASIC Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

[redacted]

Instructor Signature — 07 / 18 / 2022 (Day / Mo / Year)

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

July 11, 2013

Certificate # ON-LINE

'22 AUG 19 Liq. Lic. PM 1 12

Certificate of Completion
For
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Tin Vo

[redacted]

Signature

07/20/2022
Training Completion Date

07/20/2025
Certificate Expiration Date
(three years from completion date)

Training Provider Information

AATF – All-Star Alcohol Awareness

Company Name

P.O. Box 6252, Chandler, Arizona 85246

Mailing Address

(480) 664-0389

Daytime Contact Phone Number

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Instructor Name (please print)
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[redacted]

Instructor Signature

07 / 20 / 2022
Day Mo Year

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July 11, 2013

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 20R.

Date Prepared: 10/12/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Katie Gregory, Deputy City Manager

FROM: Chris M. Jacques, AICP, Planning Director

SUBJECT: 2022 Peoria Community Design Guidelines

Purpose:

Discussion and possible action to concur with the Design Review Board's recommendation to adopt **RES. 2022-111**, approving the 2022 Peoria Community Design Guidelines.

Summary:

With the adoption of the *2040 PeoriaAZ General Plan*, it set forth the community's vision to create a more vibrant and active environment for the future of Peoria. As such, as the city expands and matures, there is an elevated focus on the richness, distinction and contextually appropriateness or "fit" offered by each new development or redevelopment project in the community landscape. This focus informs the evaluation of proposed architecture, thematic elements and site layout, along with a stronger emphasis on incorporating placemaking principles and low impact or sustainable development methods where appropriate.

To help achieve and implement the community's design goals within the General Plan, the City utilizes the Peoria Design Review Manual. While the current edition is comprehensive, flexible and generally effective, changing development trends and new community priorities have necessitated an update. As such, City staff has completed a comprehensive review and update of the design guidelines.

Discussion

Over the last few years, City staff have conducted over twenty (20) study sessions and public meetings exploring policy questions and other targeted areas for change with the City Council, Design Review Board, Planning & Zoning Commission, Historic Preservation Commission, Youth Advisory Board and the Economic Development Advisory Board. This review was supplemented with input with other interested parties over the course of the update. In particular, staff has sought feedback on key components and guidelines within the Design Review Manual to ensure robust and thoughtful enhancements to the City's design policies.

During this endeavor, it was also important that the guidelines continue to encourage individual creativity and innovative solutions through an ethic of flexibility in how a particular guideline is met, so long as the intent is achieved. Likewise, it is understood that there is no "one size fits all" approach to ensuring high quality development. Given these considerations, the updated document endeavors to clarify expectations and increase development certainty through a more

balanced approach without causing unnecessarily high development costs.

Now retitled as the *2022 Peoria Community Design Guidelines*, the design guidelines within the document build upon the values articulated in the Peoria General Plan and promote "design excellence" through:

- **Context:** New development should respect and respond to the surrounding context. Projects should utilize responsive, place-based design solutions that create distinctive settings that are compatible within the area.

- **Sense of Identity:** Development and redevelopment should build on and enhance the identity and character of the community. Both public and privately-owned areas should be designed to maximize available opportunities to promote a sense of identity.

- **Community by Design:** Pursue innovative and progressive design that balances priorities without compromising quality.

- **Connectivity:** Look for ways to promote healthy communities by enhancing connectivity throughout the city, making it easier for residents and visitors to access area destinations and amenities.

- **Walkability:** Create walkable neighborhoods, commercial corridors and mixed-use districts that stimulate increased pedestrian activity and make alternative transportation more viable.

- **Sustainability:** Use best practices to reduce environmental impacts.

Previous Actions/Background:

- On October 19, 2022, the Peoria Design Review Board recommended City Council adopt the 2022 Peoria Community Design Guidelines.

Staff Recommendation:

Staff recommends adopting **Resolution 2022-111**, approving the adoption of the 2022 Peoria Community Design Guidelines.

Fiscal Analysis:

This request is not expected to generate any direct or inordinate budgetary impacts.

ATTACHMENTS:

Exhibit 1: Oct 19, 2022 DRB Packet
Exhibit 2: Draft Resolution

Contact Name and Number:
Chris M. Jacques, AICP, Planning Director (623) 773-7609
Lorie Dever, Planning Manager (623) 773-5168

Exhibit 1
October 19, 2022
Design Review Board Packet

City of Peoria

PLANNING AND COMMUNITY DEVELOPMENT

9875 North 85th Avenue
Peoria, Arizona 85345
T 623-773-7200
F 623-773-7233
planning@peoriaaz.gov

Memorandum

Date: October 19, 2022

To: Design Review Board

From: Lorie Dever
Planning Manager

Re: **ITEM 2R |** 2022 Peoria Community Design Guidelines

BACKGROUND

With the adoption of the *2040 PeoriaAZ General Plan*, it set forth the community's vision to create a more vibrant and active environment for the future of Peoria. As such, as the city expands and matures, there is an elevated focus on the richness, distinction and contextually appropriateness or "fit" offered by each new development or redevelopment project in the community landscape. This focus informs the evaluation of proposed architecture, thematic elements and site layout, along with a stronger emphasis on incorporating placemaking principles and low impact or sustainable development methods where appropriate.

To help achieve and implement the community's design goals within the General Plan, the City utilizes the Peoria Design Review Manual. While the current edition is comprehensive, flexible and generally effective, changing development trends and new community priorities have necessitated an update. As such, City staff has completed a comprehensive review and update of the design guidelines.

DISCUSSION

Over the last few years, City staff have conducted eight (8) study sessions with the Design Review Board exploring policy questions and other targeted areas for change. This review was supplemented with input from a multitude of additional study sessions and public meetings with the City Council, Planning & Zoning Commission, Historic Preservation Commission, Youth Advisory Board and the Economic Development Advisory Board, as well as other interested parties. In particular, staff has sought feedback on key components and guidelines within the Design Review Manual to ensure robust and thoughtful enhancements to the City's design policies.

During this endeavor, it was also important that the guidelines continue to encourage individual creativity and innovative solutions through an ethic of flexibility in how a particular guideline is met, so long as the intent is achieved. Likewise, it is understood that there is no “one size fits all” approach to ensuring high quality development. Given these considerations, the updated document endeavors to clarify expectations and increase development certainty through a more balanced approach without causing unnecessarily high development costs.

Now retitled as the *2022 Peoria Community Design Guidelines*, the design guidelines within the document build upon the values articulated in the Peoria General Plan and promote “design excellence” through:

- **Context:** New development should respect and respond to the surrounding context. Projects should utilize responsive, place-based design solutions that create distinctive settings that are compatible within the area.
- **Sense of Identity:** Development and redevelopment should build on and enhance the identity and character of the community. Both public and privately-owned areas should be designed to maximize available opportunities to promote a sense of identity.
- **Community by Design:** Pursue innovative and progressive design that balances priorities without compromising quality.
- **Connectivity:** Look for ways to promote healthy communities by enhancing connectivity throughout the city, making it easier for residents and visitors to access area destinations and amenities.
- **Walkability:** Create walkable neighborhoods, commercial corridors and mixed-use districts that stimulate increased pedestrian activity and make alternative transportation more viable.
- **Sustainability:** Use best practices to reduce environmental impacts.

RECOMMENDATION

Staff recommends that the Design Review Board take the following action:

Recommend adoption of the *2022 Peoria Community Design Guidelines* to the City Council.

Exhibit 1: 2022 Peoria Community Design Guidelines





COMMUNITY DESIGN GUIDELINES

October 2022











CHAPTER I
INTRODUCTION & ADMINISTRATION

The modern-day City of Peoria is rooted in its beginnings as a humble, agricultural community settled by residents from Peoria, Illinois. The original town site was officially platted in 1897. Spurred by the railroad, the early center of Peoria began to form on the south side of Grand Avenue near the intersection of 83rd Avenue and Washington Street ("Old Town"). Since incorporation in 1954, Peoria has blossomed into a rapidly growing community that offers a high quality of living within the natural beauty of the Sonoran Desert. Many diverse and positive characteristics contribute to making Peoria the special place it is today. The stunning natural environment, safe and clean neighborhoods, diversified employment opportunities, strong educational facilities, numerous quality outdoor recreation areas, and vibrant arts and culture venues are just some of the valued community attributes in Peoria.

The *PeoriaAz 2040 General Plan* reflects the aspirational vision and goals of the community, and builds on, celebrates, and advances these positive aspects of Peoria. It does this by guiding future growth and development into a sustainable citywide development pattern, while maintaining or enhancing the quality of life in our communities. Additionally, the Plan creates a vision for Peoria to become a city of distinction with a strong sense of place by promoting growth at an appropriate scale and character that is consistent with the social, economic and aesthetic values of the City.

Many defining elements of great communities are established through land use patterns, design elements and other aspects related to the built environment. With the adoption of the PeoriaAz 2040 General Plan, Peoria's enhanced development strategy focuses on providing greater opportunities for mixed-use development along transportation corridors and in key nodes throughout the City. It also promotes more sustainable development patterns that expand mobility options, supports a diverse workforce and multi-generational community, protects the natural environment, and recognizes its historical and cultural resources. In response to these goals, the Community Design Guidelines have been created to facilitate communication about the quality of development expected and desired in the City of Peoria. It has been designed to guide staff, developers, and the community to understand what is expected with development to achieve the goals of the community.

A. DOCUMENT ORGANIZATION

This document is organized into six (6) chapters. The initial chapters provide administrative guidance and an overarching statement of design excellence and what it means in Peoria. Thereafter, the document is organized by general development type to make the document more user-friendly and easier to implement:

CHAPTER 1: INTRODUCTION & ADMINISTRATION

This Chapter provides a brief introduction to the purpose and applicability of the Peoria Community Design Guidelines. This Chapter also provides a brief overview of the contents of the document and understanding of how to use the document.

CHAPTER 2: DESIGN EXCELLENCE

This Chapter establishes a definition and overarching set of guiding principles articulating the expectations for design excellence in Peoria. These principles form the foundation of the guidelines established in this document.

CHAPTER 3: RESIDENTIAL

This Chapter contains design guidelines applicable to single-family and multi-family residential developments. Site design component topics include neighborhood character, building placement and orientation, and landscaping and shading. Building design components include garage placement, primary entrance, massing and scale, articulation, and materials.

CHAPTER 4: COMMERCIAL & MIXED-USE

This Chapter contains design guidelines applicable to all commercial service establishments, retail developments and mixed-use sites. Site design component topics include placemaking, building placement and orientation, parking and circulation, public spaces and pedestrian amenities, landscaping and shade, and lighting. Architectural design components include general design, building entrances, massing and scale, facade articulation, material and colors, signage, and service areas and utilities.

CHAPTER 5: BUSINESS PARK & EMPLOYMENT

This Chapter contains design guidelines applicable to business park and employment sites dedicated to manufacturing, technology, research and development, and professional offices. Site design component topics include building placement and orientation, parking, loading, vehicular access, open space, landscaping, and shade. Building design components include general design, entrances, massing and scale, facade articulation, material and colors, signage, and service areas and utilities.

CHAPTER 6: OLD TOWN CORE

This Chapter contains design guidelines applicable to the Old Town Core area. Site design component topics include placemaking, building placement and orientation, parking and circulation, public spaces and pedestrian amenities, landscaping and shade, and lighting. Architectural design components include general design, building entrances, massing and scale, facade articulation, material and colors, signage, and service areas and utilities.



B. APPLICABILITY

The design principles and guidelines herein are intended to support the goals and policies of the *PeoriaAz 2040 General Plan* and supplement the provisions of the Peoria Zoning Ordinance. These principles and guidelines (or "development standards") apply to all development types within the City as noted more specifically herein. This includes proposals for new development and redevelopment of sites, including exterior alterations to existing buildings.

These guidelines are intended to clarify expectations and set clear objectives regarding design excellence for the development community. They are also intended to assist City staff and decision-makers in evaluating projects. The design team is urged to consult and apply these principles and guidelines at the onset of the process to ensure that the review and permitting processes are as efficient as possible.

While these development guidelines are intended to supplement the Peoria Zoning Ordinance, there may be occurrences where there is a conflict between the two documents. Where there is a conflict between the provisions herein and the Peoria Zoning Ordinance (or underlying zoning), the zoning ordinance and/or underlying zoning shall apply.

C. Types of Projects Requiring Design Review

The following list indicates generally the types of projects that are subject to the City's design review process. A similar, more detailed list is also provided in the "applicability" section of each of the sections dealing with specific types of development. A list of projects that are exempt from design review is provided in the next section.

Residential Development

- New single-family development in a subdivision of five (5) or more lots, excluding custom-home developments.
- New attached single-family or multi-family developments of two (2) units or more.
- Additions or exterior remodeling (not including paint changes) of an existing single-family residence or multi-family unit within a qualifying development as noted above.
- Qualifying accessory structures such as ramadas, sheds, detached RV/patio covers, detached garages, and gazebos as specified herein.

Commercial and Mixed-Use Development

- All new construction within commercial or mixed-use development, including areas within planned area developments designated for commercial or mixed use, excluding interior tenant improvements.
- Alterations to the exterior façade of an existing building and/or suite/storefront including color or material changes or the use of exposed lighting

Business Park and Industrial

- All business park and industrial development, including areas with analogous zoning or planned area developments for business park or industrial use. Allowed uses which may be more commercial or office in nature should follow the applicable Non-Residential Design Guidelines.
- All new construction of business park or industrial development, excluding interior tenant improvements.
- Alterations to the exterior façade of an existing building and/or suite/storefront including color or material changes or the use of exposed lighting.

Old Town Core

- New construction of single-family in a subdivision of five (5) or more lots.
- New construction of a multi-family development consisting of two or more units, mixed-use, or non-residential structures.
- Additions or renovations to existing multi-family, mixed-use, or non-residential structures that require a building permit.

D. Exemptions from Design Review

The following types of projects are exempt from the design review process and are not required to follow the design guidelines in this manual. However, it is recommended that applicants with exempt projects refer to the guidelines and follow them to the degree feasible to help ensure well-designed projects.

- Properties zoned Planned Area Development (PAD) or Planned Community District (PCD) with specifically approved design standards that conflict with the standards established herein.
- New single-family homes and additions to or remodeling of existing single-family homes not located in a new subdivision of five (5) or more lots, and whereas remodeling shall consist of exterior building changes beyond paint change.
- Barbecues, detached chimneys, sport courts, and play structures.
- Routine maintenance of structures, signs, and landscaping.
- "Commercial", "Business Park", and "Industrial" user interior alterations that combine one or more suites/storefronts are not considered new construction or a new construction addition.
- Temporary structures as defined in the Peoria Zoning Ordinance.
- Public / Private and Charter Schools





E. HOW TO NAVIGATE THE PLAN

The first thing to consider is whether or not a proposed project or building is subject to the design review provisions of this manual. For ease of reference, in Chapter 2, the document delineates between the types of projects that are subject to design review, and those that are exempt.

If a project is subject to the City's design review process, the next step is to identify the applicable design guidelines. This is determined by which land use category the development is in (e.g. residential, commercial, industrial, etc.) and/or by the location of the proposed project (e.g. Old Town Core). The project will need to demonstrate compliance with all of the appropriate design guidelines as well as all other requisite policies, plans, and standards of the City.

THE PROCESS

Stage 1: Planning The Project

Review existing entitlement and / or applicable zoning ordinance regulations to help determine a project's feasibility. Refer to www.peoriaaz.gov/planning for more information.

Stage 2: Review Design Excellence Definition

Reference Chapter 2: Design Excellence to gain an understanding of the intent and overall values and principles that these guidelines seek to encourage within the City.

Stage 3: Identify Development Type

Utilize the chapter descriptions to identify the specific development type that is consistent with the proposed project.

Stage 4: Apply Relevant Chapter Guidelines

Apply the design guidelines specified within the appropriate Chapter based on the defined development type.

Stage 5: Submit Project For Review And Approval

Staff will review your design review application. Once all items have been addressed, the project can be approved.

F. CONSIDERATIONS

As applicants and reviewers apply these community design guidelines, the following considerations will need to be kept in mind:

1. Interpretation of the guidelines.

Guidelines which employ the word 'should' are intended to be applied as stated. However, an alternative design solution may be considered if it accomplishes the intent of the guideline. Guidelines using the words 'shall' or 'must' are mandatory and must be included in the project's design. Guidelines using the words 'encouraged' or 'promote' are desirable, but not mandatory. Guidelines using the word 'discouraged' are undesirable but may occur in a limited capacity if aiding in the achievement of other guidelines.

2. Application of these guidelines will vary by the nature and scope of a particular project.

These guidelines are not one-size-fits-all. In some cases, trying to apply all of the guidelines to a project could produce unintended conflicts or undesirable outcomes within a design. Consequently, certain guidelines may be more appropriate than others, or take precedent over others, depending on the context, scale, and use of the project, or unique circumstances.

It should also be noted that these guidelines are a minimum starting point for approaching design consensus. Furthermore, it should be recognized that these principles and guidelines do not encompass every possible technique for achieving a high level of design quality. The development team is encouraged to use its own creativity and experience to improve upon the means for realizing the design goals and expectations.

3. Surrounding context may not always reflect desired conditions.

Some guidelines may suggest using the existing context to determine appropriate design conditions for a project. In some areas, the existing context may be poorly defined or less desirable. In those instances, the project should be treated as the model that will establish a pattern or identity context from which subsequent developments can take their cues.

4. Illustrations and photographs are intended as examples to a range of design solutions.

The illustrations shown in this document are intended to provide examples of how these guidelines can be applied. They are not intended to illustrate the preferred or only way to meet the intent of the guidelines. Photographs that are provided as examples shall only be construed to represent an example of the specific standard it is illustrating. Photographs may include periphery items that are prohibited or discouraged by guidelines other than the guideline it is specifically illustrating. Applicants and project designers are encouraged to consider and utilize creative and innovative designs, styles, and techniques that may not be illustrated or pictured, but still fulfill the intention of the design guidelines.

5. Relationship to City Plans, Policies and Regulations.

These guidelines illustrate ways to meet policy objectives for design quality, but do not supersede regulations or standards. The property owner, developer, or design professional proposing a development project within the City should consult with City staff early in the process to verify applicable requirements. Design guidelines provide a menu of design options and techniques, which should help the developer meet requirements.

G. ADMINISTRATION

1. Design Review Board (DRB)

The composition, powers and duties of the Design Review Board are established in Chapter 3 of the Peoria City Code.

2. Design Review Waivers

Any request for a waiver or exception from an applicable provision shall be submitted in writing to the Zoning Administrator, along with all applicable exhibits and fees. The Zoning Administrator may deny, approve, modify, or approve with any conditions.

3. Guidance on Implementing Design Policies

Staff may seek feedback or guidance from the Design Review Board on design matters as it generally relates to implementing specific policies found within the Community Design Guidelines, or alternative implementation of specific guidelines for a particular project.

Matters such as these would be placed upon an agenda to be heard by the Design Review Board at one of their upcoming board meetings. Any feedback and guidance received during the meeting shall not constitute a formal recommendation or rendering of a decision by the Design Review Board.

4. Appeal of an Administrative Decision to the DRB

Any final decision made by the Zoning Administrator pertaining to a design review policy or any action on a design review waiver, may be appealed to the Design Review Board.

The appeal shall be filed in writing within fifteen (15) calendar days of the final determination. The Planning Department shall provide notice at least fifteen (15) days prior to the Design Review Board hearing by publication of the notice in a newspaper of general circulation within the City.

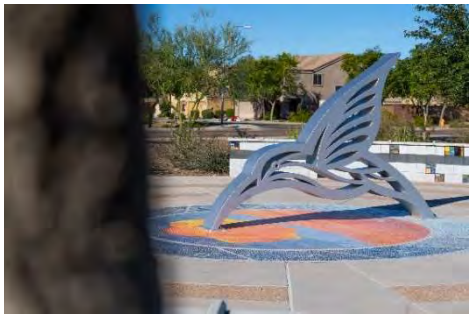




CHAPTER 2

DESIGN EXCELLENCE





The *PeoriaAz 2040 General Plan* sets forth the community's vision and desired conditions for the future of the city. The Community Plan vision and vision elements (listed below) also serve as the basis for the design principles set forth in this Manual. The City seeks to encourage maximization of development opportunities that respect established neighborhoods, promote a sense of community and protect significant cultural and historic assets. The guiding framework is defined by these areas:



- **Context:** New development should respect and respond to the surrounding context. Projects should utilize responsive, place-based design solutions that create distinctive settings that are compatible within the area.

- **Sense of Identity:** Development and redevelopment should build on and enhance the identity and character of the community. Both public and privately-owned areas should be designed to maximize available opportunities to promote a sense of identity.



- **"Community" by Design:** Pursue innovative and progressive design that balances priorities without compromising quality.

- **Connectivity:** Look for ways to promote healthy communities by enhancing connectivity throughout the city, making it easier for residents and visitors to access area destinations and amenities.

- **Walkability:** Create walkable neighborhoods, commercial corridors and mixed-use districts that stimulate increased pedestrian activity and make alternative transportation more viable.



- **Sustainability:** Use best practices to reduce environmental impacts.











A. Defining Design Excellence

In order to advocate for design excellence, it is important to have a working definition of what is meant by "excellence". Because quality is subjective and can be applied to a lot of different aspects of development, "design excellence" takes many forms and can be measured in various ways. While it can never be fully defined, the following objectives has been developed as a description of what is desired and expected in Peoria to encourage quality development that will be sustainable and stand the test of time.

Design excellence is achieved through:

- Promoting the orderly development of the City as provided for in the goals and policies of the Peoria General Plan;
- An integrated pattern of development that facilitates connectivity, multi-modal transportation options, and mixed-use development;
- Advancing development that preserves and enhances the character and quality of Peoria's neighborhoods;
- Promoting building designs and construction practices that are sustainable and adaptable to multiple uses for extended building lifecycles;
- Creating places that are safe, attractive, interesting and inviting, and fit within the context of the surrounding neighborhood;
- The use of architectural and site design that is appropriate in scale, massing, and articulation to the setting and purpose of the development;
- Enhancement of the human and pedestrian scale of new developments and redevelopment to ensure compatibility between residential neighborhoods and adjacent non-residential uses;
- The use of a variety of landscape materials and durable, high-quality building materials that work together to provide visual interest through a compatible variety of colors, materials, and textures; and
- Developing in a way that is appropriate for our climate, utilizes low impact development techniques, and utilizes options for water and energy conservation.

B. Philosophy and Values

Through illustrations, pictures and text, the following chapters of this manual further describe what is meant by "design excellence". While no development will meet all of the statements contained in this document, the cumulative effect of striving to meet these objectives will be to create holistic designs where the individual parts work together to create an interesting, attractive, and sustainable whole.

The underlying philosophy in developing these guidelines stems from acknowledgment of specific architectural and urban design qualities that are valued by the City and the community as referenced below:

- Architectural excellence as evidenced by the design community; the existence of numerous organizations and citizen volunteers devoted to appreciation and cultivation of stellar architecture and urban design including the City's Design Review Board, Historic Preservation Commission, Planning and Zoning Commission, and City Council; and a citizenry that is active in processes related to the design of individual projects and the City as a whole;
- Design that preserves, reflects, or takes inspiration from the physical environment of mountains, valleys, washes, and rivers, that comprise the extraordinary setting surrounding Peoria;
- The character and cultivation of distinct neighborhoods within the City;
- The desire to identify and protect historic and cultural resources that honor the City's heritage and diversity.

The design guidelines reflect Peoria's values through their emphasis on:

- Preserving and enhancing the existing character of the City.
- Ensuring that new or modified development contributes to the positive image of the City by being aesthetically pleasing and functionally organized.
- Protecting and enhancing property values by ensuring that development fits properly within the context of its surroundings and does not negatively impact adjacent uses.
- Providing certainty to the development review process by clearly stating the City's expectations.
- Encouraging individual creativity and innovative solutions by allowing flexibility in how a particular guideline is met as long as the intent of the guideline is achieved.
- Ensuring high quality development without causing unnecessarily high development costs.







CHAPTER 3

RESIDENTIAL

Residential development in Peoria should elevate the quality of existing neighborhoods, while creating walkable and resilient communities that will stand the test of time. New developments should present future residents with a diverse set of choices including materials, access options, colors, architectural styles, and scales. Streetscapes, parks, parking, and community access should all accent the neighborhood through both function and design. The creation of a healthy and safe community should be at the forefront of each design.

The purpose of this chapter is to ensure the successful integration of attractive, well-designed, and safe residential development into the community. Such development should be designed to reflect a general continuity and harmony consistent with the general character of the community, while at the same time providing new, creative, forward-looking and dynamic approaches to design. New projects and renovations within existing communities should consider the context with adjacent uses and be sensitive to environmental resources.

SINGLE – FAMILY RESIDENTIAL

A. DESIGN APPROACHES & STRATEGIES TO CONSIDER

Peoria has a range of residential communities throughout the city. These communities range from lots consisting of detached and attached housing, and have varying architectural forms based on their location and housing product. Because architectural context and character contribute to the architectural character of the neighborhood, the following design approaches and strategies should be considered:

- **Placemaking:** Explore the history of the site and neighborhood as a potential placemaking opportunity. Look for historical and cultural cues, using neighborhood groups and archives as resources.

- **Historical/Cultural References:** Reuse existing structures on the site where feasible as a means of incorporating historical or cultural elements into the new project.

- **Fitting Old and New Together:** Create compatibility between new projects, and existing architectural context, including historic and modern designs, through building articulation, scale and proportion, roof forms, detailing, fenestration, and/or the use of complementary materials.

- **Contemporary Design:** Explore how contemporary designs can contribute to the development of attractive new forms and architectural styles, as expressed through use of new materials or other means.

- **Established Neighborhoods:** In existing neighborhoods with a well-defined architectural character, site and design new structures to complement or be compatible with the architectural style and siting patterns of neighborhood buildings.

- **Evolving Neighborhoods:** In neighborhoods where architectural character is evolving or otherwise in transition, explore ways for new development to establish a positive and desirable context for others to build upon in the future.



B. NEIGHBORHOOD CHARACTER

Single-family residential development can consist of a variety of densities, lot configurations, home sizes, and architectural styles. When combined with parks, schools, and commercial areas, single-family residences form the various neighborhoods that constitute the greatest land use component within the city. Residential site design should contribute to a strong sense of place, a desirable streetscape appearance, walkable neighborhoods, and convenient access to parks, commercial areas, and community facilities.

Creating & Maintaining Character

The intent of this section is to assist in the appropriate siting of homes in all single-family residential areas of the City. Additionally, these guidelines are intended to promote development with a unique sense of place with standards that guide the design and programming of public spaces. Providing a unique sense of place for each residential project should be taken into consideration during the design process, whether it be initial construction or through redevelopment of common areas.

- **Sense of Place:** Emphasize attributes that give the neighborhood, and/or the site its distinctive sense of place. Orient lots and open spaces to enhance areas where a strong identity already exists and create a sense of place where the physical context is less established. Examples of these features could be sites with prominent visibility, adjacency to washes or rivers, preserved open spaces, adjacency to iconic buildings or major transportation corridors.
- **Architectural Presence:** Evaluate the degree of visibility or architectural presence that is appropriate or desired given the context, and design accordingly.
- **Landform:** Use the natural topography and/or other desirable landforms or features to inform the project design. Consider "stepping down" hillsides to accommodate significant changes in elevation.
- **Integrated Mobility:** Identify opportunities for the project to make a strong vehicular and pedestrian connection to the surrounding area and carefully consider how the community will interact with the public realm.
- **Neighborhood Arrival:** Provide a sense of neighborhood arrival where entry streets intersect arterial or collector streets, which should include such elements as monument signs, special landscaping, specialty pavement, enhanced fence, and wall details, architectural features, boulevard medians, etc.



C. COMMUNITY DESIGN

Neighborhood development patterns result from the location, site orientation, and development of the streets and land use components. These guidelines are intended to encourage creative planning and design approaches for developing new or infill sites in a manner that is respectful of existing and adjacent community development, while at the same time, providing for the formation of new smart growth development patterns that meet the vision and goals of the Peoria General Plan.

An important goal of these guidelines is building identity and character within the specific residential community. At the same time, recognition and sensitivity to context and climate are interwoven throughout these guidelines and as such, should be one of the primary considerations when establishing lotting / building placement, shade, amenities, lighting, and selection of colors and materials, or other elements.

1. Sense of Arrival

A person's sense of arrival into a community is shaped by a sequence of experiences, or events which are threaded together by a continuous streetscape. Collectively, these individual moments set the framework for establishing a strong identity and distinctive visual character for the residential project, as well as influencing the overall character of the surrounding neighborhood.

a. Major Intersections and Gateways

The initial impression of the community often begins upon arrival at a major street intersection, and continues as the traveler makes their way into the community. Thus, major intersections, and designated city gateways located adjacent within a residential project area, should be treated as a community entryway. More particularly, a major intersection can defined as the intersecting of the following street classifications: arterial/arterial, arterial/collector and to a lesser extent collector/collector.

Given the prominence that a major intersection plays in establishing the visual character and fabric of the community, careful selection of the various elements are required to meet the City's desired level of aesthetics. Once established, this experience should then be further linked in a series of continuous moments along the entirety of the streetscape corridor through reinforcement of the design composition. Secondarily, selection of these elements should appropriately respond to the unique conditions of the site, and the unique cultural characteristics of the immediate vicinity, thereby creating and promoting areas of distinction as well. These objectives are achieved by:

- Use of similar architectural vocabulary and aesthetic imagery found with adjacent buildings, parks or gathering areas to reinforce complementary nature of project while retaining individual project identity.
- Continuation of landscape palette with signature species denoted at corners.
- Plant material shall be selected from the Phoenix Active Management Area Low Water Use Plant List. The use of turf is prohibited.
- Design of continuous sidewalks on both sides of the street and exploration of pedestrian and/or trail connections directly into the project where adjacent to open space or common area amenities.
- Integration of shade respites, street furniture, and/or transit amenities into the design as appropriate.
- Installation of major public or private art, or iconic features at intersections.



b. Streetscape

A key element in streetscape design, specifically for the purpose of building and reinforcing brand identity, is the selection of colors, material patterns, plant palettes, wall designs and so forth. Developers should provide a balanced design using continuity of elements and areas of distinction by:

1) Continuously threading the landscape palette through each defined section of roadway. Plant material shall be selected from the Phoenix Active Management Area Low Water Use Plant List. The use of turf is prohibited.

   In urban settings, wider sidewalks may be used in lieu of planting strips to increase pedestrian capacity. In these areas, trees may be located in tree grates in order to provide shade and a "green" edge along the streetscape while maximizing sidewalk capacity.

2) Linear arrangements of street trees along the street edge can be applied with flexibility to maintain visibility windows. Varying the spacing allows avoidance of conflicts with street lights, driveways, traffic signs and so forth. While flexibility is provided, design shall predominately locate trees and architectural elements to provide shade along streetscapes, transit stops and at pedestrian rest areas.

3) Provide continuous sidewalks on both sides of the street, including where available, offer direct, linear access from corner areas into adjacent common area amenities.

4) Improve the aesthetic quality and pedestrian experience by providing detached sidewalks with intervening landscaping along arterial and collector roadways.

5) Disrupt long expansive walls along arterial and collector streets by introducing visual penetrations such as pathways, open space, view fencing, and other design techniques.

6) The location and concentration of utility cabinets and other mechanical equipment can degrade a streetscape. To the extent feasible, employ design solutions, including but not limited to, vaulting, screening from view through landscaping placement, utilization of color treatments and/or artistic wraps and redirecting away from intersections.

7) Provide opportunities for secondary, smaller installations and/or niches within the streetscape that may be programmed for elements such as, but not limited to, public or private art, pedestrian seating areas, streetscape furnishings, or other interpretative elements.

8) In urban settings, streetscape furnishings/seating and bike racks take on a greater importance in activation of the streetscape. Design and placement of these features should be implemented in a coordinated and cohesive manner at appropriate intervals.

9) Wayfinding should be integrated as appropriate through strategic placement, and selection of color and materials to create a continuous and harmonious balance with the streetscape design, while maintaining its purpose and efficiency.



c. Master Planned Community and Subdivision Entries

The continuation of experiences that defines a traveler's sense of "arrival" at a destination begins to naturally terminate at the point of entry into a subdivision. As such, design and durability of primary, secondary and subdivision entries throughout a community all lead to reinforcement of branding and neighborhood identity. These objectives may be achieved through the following elements:

1) The developer shall provide an appropriately-scaled sense of arrival at all entries into the community and individual subdivisions. For example, utilization of scaled thematic elements to distinguish between primary and secondary entries.

2) Subdivision entries should be designed to terminate on axis with a formative neighborhood park or large open space area, thereby creating a visual and physical demarcation for vehicles entering the area that they are exiting the public realm and entering into a reserved area for residents.

3) Landscaped medians should be provided at subdivision entry areas at designated primary entrances.

   Should topographical or utility constraints limit the ability to effectively landscape within the median area, significantly increased and enhanced landscape tracts on either side of the subdivision entry may be substituted in lieu of the median. Where enhanced landscape tracts are provided, they shall be devoid of a retention basin, to the greatest extent possible.

4) All plant material shall be selected from the Phoenix Active Management Area Low Water Use Plant List. The use of turf is prohibited.

5) Hardscaped accented entries shall be provided at primary subdivision entries, and include durable materials including but not limited to, stamped or colored concrete or pavers, as approved by the City Engineer or designee.

6) In addition to the above, at least one (1) or more of the following thematic design elements shall be provided to create visual interest and differentiation between subdivision entries:

   - A signature entry monument (excluding signage), sculpture, or other identifying vertical element.
   - Specialized fencing, accent walls, and/or incorporated light fixtures.
   - Specialized thematic tree and shrub plantings, or enhanced plant palette / plant densities or plant sizes to create visual interest.




TERRAMAR








FLETCHER HEIGHTS


VISTANCIA


DESERT HARBOR




WESTWING MOUNTAIN


TERRAMAR


THE
MEADOWS









2. Access and Connectivity

New and redeveloping residential communities within Peoria are expected to extend existing active transportation infrastructure opportunities through sidewalks, bicycle lanes, trail extensions and shared-use paths, in addition to providing the traditional vehicular access. This is because Peoria strives to provide a quality physical and social environment for its residents for the life of the residential community. As such, residential developments shall ensure the layout reflects the best design practices through the following:

a) Configure roadways to provide complete streets, prioritizing improvements that provide access to services, schools, parks, civic uses and similar such uses.

b) The connectivity of streets should flow seamlessly between neighborhoods to create vehicular and pedestrian connections.

c) All uninterrupted segments of collector streets exceeding ¼ mile and local streets exceeding one thousand (1,000) feet in length shall proactively incorporate traffic calming measures to reduce the speed of vehicular movement and establish a streetscape environment that is safe for pedestrian and other modes of transportation.

d) The primary traffic calming measure for a collector road is roundabouts. Examples of traffic calming measures suitable for local streets include, but are not limited to; roundabouts, traffic circles, landscape islands, or medians, chicanes, chokers, raised intersections, and/or crosswalks, or other approved measures.

e) Pedestrian connections should be established and maximized throughout the community to provide connectivity and to reduce walking distances, especially at corners of major intersections, ends of cul-de-sacs and along routes to destinations such as parks, schools, and commercial and employment centers.

f) Provide ample space for pedestrian flow and circulation, particularly in areas where there is already heavy pedestrian traffic or where the project is expected to add or attract pedestrians to the area.

g) Create a safe environment throughout the project by providing lines of sight and encouraging natural surveillance through strategic placement of walkways/trails, walls, and open space.

3. Lotting Design, Grading, and Drainage

Site design can generally be described as the art of arranging structures on land and shaping the spaces in between and around the structures. In creating a site design, in this instance for the purpose of lotting single-family homes, some degree of site disturbance is expected. However, the total amount of site disturbance should be minimized and balanced through best practices, especially in undulating topography or environmentally sensitive areas.

Applicants are also encouraged to design residential projects in such a manner that it minimizes the perceived size of the dwellings and reduces grading by conforming to the existing terrain to the maximum extent feasible. To help achieve these objectives while remaining cognizant of the potential impact of lotting design on individual residents, the following design approaches and solutions should be considered:

a) The orientation of residential lots must be considered an integral and crucial part of the design process.

b) Site grading associated with the proposed lotting layout should emulate, to the greatest extent possible, the natural characteristics of the underlying topography and view sheds, especially for residential properties located north of Pinnacle Peak Road.

c) The lotting design should incorporate and retain features of the natural environment such as drainage ways, associated vegetation masses and mature specimen trees.

d) Retention facilities utilized for stormwater management should be designed to function as aesthetically pleasing environmental features.

e) Minimizing construction of building pads in sensitive areas and steep slopes is highly encouraged, along with clustering dwellings to help preserve larger areas of natural terrain.

f) Views to and from roadways, surrounding parcels, and significant existing or proposed site features should be considered in laying out the subdivision.

g) To minimize glare from automobile lights and promote safe traffic maneuverability, lots should not be designed to center on a T-intersection.

h) Cul-de-sacs shall not terminate on blank walls or narrow landscape tracts less than ten (10) feet in width.

i) Pedestrian crossings over drainage ways shall utilize decorative railings consistent with the thematic character of the development. The determination whether a railing is warranted for a specific crossing shall be made by the City Engineer or designee.







4. Open Space and Amenities

Peoria residents recognize the importance of high-quality parks and recreation facilities. While the City's existing park system provides a solid foundation for creating a comprehensive and integrated network, it is also individual development's contribution of open space and recreational amenities that become an integral component in creating a community that is ultimately socially and physically connected.

In smaller lot residential projects, enjoyment of outdoor "living" areas, both private and community common areas, take on a more prominent role. More specifically, these common areas, combined with effective private open space allow for residents and their guests to alternate between recreation and relaxation as desired. In addition, Peoria desires to be a responsible environmental steward of the land, especially in more sensitive areas where steep slopes, watercourses, drainage ways, and natural topographic features occur. In these instances, Peoria will continue to take proactive steps to conserve and protect these natural spaces while allowing for their passive and active use. As such, residential development shall provide open spaces and amenities that contribute to both the environmental quality and aesthetic appearance of the community, while creating a variety of recreation opportunities. These objectives can be achieved through the following:

a. Network of Open Spaces

1) A minimum ten (10) percent of the project shall be dedicated as "activated" (or usable) open space, or as alternatively established through existing entitlements such as the project's Planned Area Development (PAD) / Planned Community District (PCD) development standards.

2) Public or "common open space" areas shall be incorporated into the site as a primary design feature and not just as remnant pieces of land used as open space.

3) To promote safety, connectivity, and ease of on-going maintenance, open space tracts in excess of 200 feet in length shall meet or exceed thirty (30) feet in width for the entirety of the span.

4) The design of individual open space areas should not just meet minimum sizing requirements; rather, they should be designed to positively complement and contribute to the broader network of open spaces around the site and the connections among them.

5) Seek opportunities to foster interaction through increasing the size of the activated open space area and/or enhancement of the quality of project-related amenities.

6) Integrate and continue existing pedestrian walkways and/or multi-use trails from adjacent developed and undeveloped areas through the community's network of open space areas.

7) Whenever there is a pedestrian walkway / trail connection, it shall contain landscaping, view fencing, or combinations thereof, and low-level accent lighting that meets minimum safety lighting levels and is dark sky compliant.

8) The built environment should not detract from the scenic beauty of the natural environment which is accomplished by minimizing disturbances to the natural environment where possible in the following manner:

   i. Open space areas shall retain and enhance connections to natural areas that may exist off-site or may provide a habitat for wildlife.

   ii. Preserve Peoria's historical, cultural, and natural environmental assets within dedicated open space areas.

   iii. If the site contains no historical or natural areas, consider an open space design that offers opportunities to create larger contiguous areas and corridors in anticipation of future development patterns.

   iv. Preserve sensitive natural areas as they extend across property boundaries where possible, such as creating continuous corridors of undisturbed open space.

   v. Restore disturbed areas to blend with the natural environment, matching original or adjacent topography, plant material, and plant density.

   vi. When new development occurs adjacent to areas of preserved open space, provide a soft transitional edge between the open space and the new development.

























b. Amenities Placement and Orientation

1) Placement of outdoor uses and activity areas, otherwise referred to as "amenities", should be balanced throughout the project, and provide access for people of all ages and abilities to the greatest extent possible.

2) Amenities shall not be placed in remote or hard to see locations.

3) Where possible, include flexible activity spaces and select amenities that allow for year-round programming to contribute to the vibrancy, health, and sense of safety of the community.

4) When provided, guest parking should be located conveniently adjacent to neighborhood or pocket parks, and/or significant community amenity areas.

c. Amenities Types

1) "Activated" open space areas shall be clearly designated on the Preliminary and Final Plans.

2) Primary amenity types include, but are not limited to:

- Parks or recreation areas (private or dedicated), such as but not limited to programmed neighborhood or pocket parks.
- Reserved or dedicated hillside preserves.
- Common area pools, spas, and/or recreation centers.
- Racquet and sport courts, or multipurpose fields such as basketball, volleyball, baseball, pickle ball, etc.

3) Secondary amenity types include, but are not limited to:

- Passive amenities including, but not limited to, ramadas and barbecue areas, bench seating areas, and specified interpretive or demonstration facilities. For example, butterfly habitats, or interactive gardens, etc.
- Retention basins and floodway areas when improved with active or passive amenities as described above.
- Linear parks with fitness equipment, scenic nodes, or shaded rest areas.
- Designated or reserved equestrian, hiking, local connectors, and multi-use trails.

  For the purposes of computation, a thirty (30) foot corridor width may be calculated, provided the corridor is improved with landscaping and pedestrian amenities such as benches (where appropriate) and pedestrian scale lighting.

d. Commitment to Sustainability

In concert with the Peoria General Plan and adopted Sustainability Plan, new golf courses not previously identified through entitlement or within specialized design standards are discouraged, and shall not count towards satisfying open space requirements.

Where previously approved through the entitlement process, golf course areas shall not count more than fifty (50) percent toward minimum "activated" open space requirements.

5. Streetscape, Site, and Accent Lighting



a. Incorporate lighting into the overall street or trail design to provide a uniform design element and safe street environment, while creating a visually pleasing environment.

b. The use of accent lighting is encouraged to improve the ambience in areas of high pedestrian activity or to highlight architectural or landscape features such as entries, signs, plantings, and art.

c. Decorative theme lighting, accent lighting and/or lighted bollards shall be placed along pedestrian connections and trails in activated open space areas to improve visibility and safety.

d. Care should be used in designing and selecting lighting fixtures to avoid off-site night glare and light pollution, especially within environmentally sensitive areas. Backlit decorative lighting and full cut-off fixtures shall be used to the greatest extent possible, and are required in sensitive desert areas.



Refer to the Peoria Engineering Standards Manual for more information on applicable street lighting requirements.

6. Walls and Fences

a. <u>Location and Placement</u>

1) The location and placement of walls shall take into consideration topography, pedestrian comfort along adjacent paths/trails, and natural view sheds.



To the greatest extent possible, walls shall be sited to maximize pedestrian connectivity and minimize environmental impact in sensitive areas.

2) Development should recognize and employ mitigation strategies for sizeable grade differences between sides and rear of lots to minimize walls that create sight visibility and / or privacy concerns.

Grade changes should be transitioned through landscaped, sloped banks where possible in sensitive desert areas. Landscaped banks are preferred as opposed to retaining walls where possible.

3) Retaining visual access to common areas heightens safety and a sense of "openness" in an area. Utilize view or partial view fencing along edge conditions abutting activated open space and trail corridors.



4) Ground or wall mounted equipment should be located away from private resident spaces, such as porches and patios, and screen from public view to the greatest extent possible through screen walls and landscaping.





b. Thematic Character, Color and Materials

1) Innovative wall designs are encouraged to reduce the visual impact of large vertical expanses of wall.

2) Perimeter or theme walls adjacent to streets with a classification of collector, arterial, or higher shall:

   i. Soften transitions between horizontal and vertical planes.

   ii. Incorporate texture to walls and other vertical surfaces to soften large expanses of hard surfaces using two or more of the following:

   - Incorporation of decorative stone or masonry pillars with caps.
   - Inlays, materials, or color accents, capping, decorative pilasters, wrought iron, planters or other approved feature that adds visual interest.
   - Incorporate decorative wrought iron trellises or artistic features in context with the area.
   - Incorporate raised planters or other structural elements, as approved by the Zoning Administrator.

3) Individual subdivision walls shall be consistent with the thematic character of the development through the use of common integrative elements such as colors, materials, and architectural styles.

4) Retaining and tiered walls should reflect the overall identity or character of the development and be cognizant of access requirements for on-going maintenance.

5) Materials and finishes should be durable and easily maintained, resistant to graffiti and water staining, and be able to withstand variations in the climate.

6) Where concrete masonry block is utilized, it shall be integrally colored unless otherwise approved by the Zoning Administrator.

D. BUILDING FORM & ARCHITECTURE

The intent of this section is to guide the integration of new neighborhoods and housing types into the community fabric, along with preserving and contributing to the character of established neighborhoods.

The design principles herein attempt to promote deviation from the standard "cookie-cutter" format of garage dominant building lines and repetitiveness through a diverse palette of standard plans, articulation, and color and material choices.

1. Design Objectives

Building form and architectural style of a residential development acts in concert with other thematic elements to create the identity for the project. As these guidelines apply to smaller infill subdivisions up to larger master planned communities, the intent is to encourage the highest level of design excellence possible by establishing a minimum set of parameters to ensure quality architectural design. These objectives can be achieved by:

a. Establishing a residential style that is carried consistently throughout all architectural components including building mass and articulation, roof forms, windows (proportion and design), colors and materials, and facade details (doors and entrances).

b. Requiring single-family residential communities and projects to respect the established architectural character valued by the community, and endeavor to meet or exceed the standard of quality set by the surrounding area.

   Explore similar placement of homes on lots or select design elements that are similar or complimentary with the surrounding neighborhoods.

c. Mitigating the impact from monotonous building elevations, through design solutions that require the integration of façade articulation, variable building angles, eaves, parapets, and strategic placement of windows and doors in each elevation.

   Avoid combining structural and decorative characteristics from different architectural styles into a single building.

d. Encouraging developments to enhance streetscape interest by staggering the placement of the homes on lots and by varying the front planes of homes.











2. Driveways and Garages

a. Driveways

1) Driveways shall be no less than twenty (20) feet for forward-facing garages in order to prevent vehicles from blocking sidewalk areas. Where physical or environmental constraints exist, driveways may be reduced to be a minimum eighteen (18) feet in length as approved by the Zoning Administrator. Dimensions are exclusive of curb and sidewalk.

2) Minimize the prominence of driveways within the front façade and the front yard.

3) Driveways for three-car or larger forward-facing garages should incorporate alternative paving design elements across the entire driveway to soften the appearance of large impervious surfaces.

4) Within environmentally sensitive areas, the use of combined or grouped driveways is encouraged. Grouped driveways shall be separated by no less than twelve (12) inches. The use of decorative hardscape or colored paving may be used to provide the minimum prescribed separation.

   When grouped driveways cannot be utilized, consider the use of alternative garage types such as, single-bay tandem, side entry, or rear loaded.

3. Entryways

Beyond their practical purpose, entryways into a residential home should provide a defined transition between the public and private realm. In this manner, entryways should convey a welcoming impression for those who approach, while also conveying a sense of privacy for occupants.

a. Entryways should be designed to thoughtfully interact with the level of activity along the street.

b. Primary entrances should occur along the front façade; however, the door does not necessarily need to face the street.

c. Articulation is encouraged through use of a portico, canopy, sidelights, surround or other devices.

d. All homes must provide a clearly defined paved walkway from the primary entrance to either the driveway or the abutting primary street. Alternative materials such as stone, pavers, or stamped or textured concrete are encouraged.

b. Garages

1) A variety of garage placements should be offered on the same block in order to avoid garages from dominating the streetscape and/or front of the house. Utilization of attached or detached garages that are recessed, side entry, or placing the garage at the rear of the home is encouraged.

2) When lot size restricts garage placement, the developer shall utilize a combination of enhanced ornamental details and variety of garage door styles and colors to provide greater visual interest and streetscape diversity.

   For example, garage doors should be articulated with windows, paneling, detailing and/or utilize high-quality materials or finishes that complement the architecture of the building.

3) The forward facing (from street view) elevations of a side entry garage shall appear as livable portion of the home by utilizing windows, wainscot, or other design elements compatible with the design of the structure.





















4. Massing and Articulation

All public-facing facades should be balanced and pleasing in their articulation and include windows or doors that face the street.

a. Create diversity by varying the bulk and mass of buildings. Avoid a monotonous streetscape by creating diverse elevations with cutouts and pop-outs or by providing visual interest by incorporating architectural elements such as overhanging eaves, recessed windows, window trim or other building details.

b. Long, single-ridge roof lines should be avoided. Reduce massing of roof forms by varying the height and orientation of the roof lines.

c. Where houses in a development back onto collector or arterial street, a variety of roof designs shall be utilized as to avoid a series of repetitive roof slopes viewable from the right-of-way.

d. Windows that are viewable from a street shall have style-appropriate trim detail on at least two sides of all windows and shall be recessed.

e. Vertical undulation of front elevations:

    1) Not more than sixty (60) percent of any front elevation shall occur on the same plane.

    2) Plans with two (2) planes shall provide a minimum undulation of four (4) feet between said planes; and

    3) Plans with three (3) or more planes shall provide a minimum undulation of two (2) feet between said planes.

    4) Front-facing garages shall be offset no less than four (4) feet from the plane of a living area or other principal structure (porches) and the third or fourth car garage shall be setback a minimum of two (2) feet behind the main garage plane.

    To demonstrate compliance, a *Façade Articulation Exhibit* shall be provided with the Design Review submittal.

5. Colors and Materials

Selection of building color and materials on the facades of residential units and garage doors have a great impact on the overall character of both individual buildings, along with the neighborhood as a whole. Accordingly, the selection of colors and materials should be chosen to work harmoniously.

a. High-quality authentic building materials, such as stone, brick, and stucco should be utilized as appropriate to enhance the building's architectural character and assure a long-lasting building life.

b. All developments shall provide a diversity of roof colors, materials, and styles within the subdivision in accordance with the schedule outlined in Section 6 Standard Plan Requirements.

c. When continuing the material around a corner from a front to side elevation, it should be terminated by an architectural element such as an offset, column, intersecting wall or fence.

d. Material changes should occur at a change in wall plane where the changes tend to appear substantial and integral to the structure, preferably at an inside corner.

e. Change in color should always be accompanied by a change in plane and separated by a facade element, enhanced architectural detail or other means.

f. Exposed metal chimney flues inconsistent with the architectural character are prohibited. Exposed flues p are acceptable only with fireplaces without a chimney.

g. With the exception of windows and similar features, the use of reflective surfaces is prohibited.











6. Standard Plan Requirements

a. A minimum of three (3) elevations are required per standard plan for residential projects with twenty (20) or more lots. For residential projects with at least five (5) lots, but less than twenty (20) lots, a minimum of two (2) elevations are required per standard plan.

b. A minimum of two (2) roof styles are required. Roof styles may include, but not limited to pitched, hip, flat, gambrel or mansard, and shall be consistent with the architectural style selected.

c. A minimum of two (2) roof types are required. All asphaltic shingles shall be considered one material type. Clay and concrete tiles shall be considered one material type. However, alternating tile types (e.g. flat tile and mission tile) may be considered as different roof material types.

d. The same standard plan shall not be utilized on adjacent lots on the same side of the street. Similarly, products with the same architectural style (e.g. Tuscan) cannot be located on adjacent lots on the same side of the street.



7. Utility and Mechanical Equipment

a. Noise generating equipment should be located away from residential units, public spaces, and pedestrian areas.

b. Backflow preventers for landscape irrigation and domestic water shall not be located at visually prominent locations and shall be well-screened with shrubs, berming, or low-screen walls.

c. Ground and roof mounted mechanical equipment shall be screened from public view.

8. Additions and Remodeling

The intent of this section is to preserve the integrity and character of existing communities by promoting compatibility for proposed additions or alterations to existing buildings. The following design guidelines apply to all additions or alterations that are *attached* to the main house, or otherwise referred to as the principal building:

a. Additions or alterations to the primary building shall utilize similar or compatible color, material and architectural style combinations.

b. New or expansion of covered patios shall be compatible to the principal building in terms of color. Roofing materials are not required to match that of the principal building.

c. Covered Patios shall be constructed on an approved concrete or similar foundation or slab.

d. Patio/porch enclosures determined to be an "Arizona Room" instead of a room expansion is exempt from matching the existing structure in color, materials, or architectural style.

e. Attached carports and RV covers shall generally conform to the principal building in terms of color and building materials. Roofing materials are not required to match that of the principal building.

f. Attached carports and RV covers shall be constructed on a dust-free surface. However, all vertical members shall be secured to an approved base/foundation.

9. Detached Accessory Structures & Buildings

The following design guidelines apply to all detached or free-standing structures and accessory buildings as noted below.

Note: Play structures, barbecues, chimneys (not attached to principal building), sport courts, and other like structures are exempt.

a. Gazebos, Ramadas, and Similar Structures

Gazebos, ramadas, trellises and similar structures should generally match either a main or accent color on the principal building.

If the structure is considered "open air" per the Zoning Ordinance, no such design requirements are imposed.

b. Sheds and Garages, excluding RV Garages

1) Buildings less than ten (10) feet in height shall generally conform to the principal building in terms of colors.

2) Buildings ten (10) feet or greater in height shall generally conform to the principal building in terms of colors, exterior building materials/ finishes, and architectural style.

Exception - Properties zoned AG, SR-43 or SR-35: Accessory (or secondary) buildings are often more rural / agrarian in nature. The styling of these buildings should be either consistent with the use, or shall generally conform to the color the principal building.

c. Recreational Vehicle (RV) Covers

1) Detached RV Covers are permitted provided that:
   - Lot size shall be eighteen thousand (18,000) square feet or larger.
   - Limit of one (1) RV canopy per qualifying lot.

2) Structure shall be painted to match the dominant color of the principal structure. Wood structures shall not be permitted. Alternative building materials, or combinations thereof, may be considered provided the intent of this section is met.

3) Fabric or mesh sidewalls may be permitted provided they are securely attached to the structure. Materials shall be maintained through the life of the structure.

d. Recreational Vehicle (RV) Garages

These buildings are typically located along the side of a home and given their size, have a greater visual impact than other accessory buildings.

1) RV Garages shall substantially conform to the principal building in terms of colors, and exterior building materials / finishes.

2) Casitas, lofts, bonus rooms, and similar uses located on an upper floor shall be designed to appear as livable by utilizing recessed windows with trim and ornamental enhancements similar to the principal structure. Windows oriented towards an adjoining residential lot should be clerestory.

















MULTI – FAMILY RESIDENTIAL

A. DESIGN APPROACHES & STRATEGIES TO CONSIDER

Multi-family buildings are located in a variety of settings throughout the city. These multiple residence projects can take the form of a single building on a single parcel or can be a large complex of buildings on one or more parcels. Traditionally, this type of housing is seen as a logical transition and buffer between single-family residences and office or commercial uses. Thus, these types of residential uses play a critical role in contributing to a vibrant, and robust housing fabric in the City's residential and mixed-use areas. Given their important role in providing housing choices to meet the needs of existing and future Peoria's residents, the following design approaches and strategies should be considered:

- **Sense of Place:** Look for opportunities to create community and a sense of place through the creation of interesting, vibrant and unique streets, and community spaces.
- **Walkable Neighborhoods:** Create a walkable community by providing alternatives to driving a car, resulting in reductions to traffic congestion and improved air quality.
- **Human-scale / Compatibility:** Design focus should be on human-scale and the resulting compatibility between land uses. Thoughtful and effective transitions in land use will address visual and other impacts associated with land uses of a different intensity or character.
- **Mix of Building Types:** Promote a mix of building types within a project. Enhance the sense of community by making adjacent streets, and common spaces walkable and interesting where people meet for community interaction.
- **Infill Development:** Infill development results in the efficient utilization of land and more efficient delivery of municipal services. Additionally, locating new multifamily development within existing vacant areas can assist in preserving and enhancing the vitality of these neighborhoods through additional economic support of surrounding businesses, which in turns spurs reinvestment.



B. NEIGHBORHOOD CHARACTER

By their nature, multi-family projects can be large in scale and tend to dominate their surroundings if not properly designed. Additionally, issues of parking, circulation, open space, site amenities, and resident safety need to be addressed. The purpose of this section is to provide design guidelines that address the particular issues associated with multi-family developments. Accordingly, the primary objective of the design guidelines in this section is to ensure quality development that will stand the test of time, be safe and convenient for its residents, and be compatible with the character of the neighborhood.

These guidelines cover attached-type dwellings in general, including duplexes, apartments, condominiums, and townhouses throughout multi-family zoning districts, along with detached, horizontal-for-rent product as well.

Creating & Maintaining Character

These guidelines are intended to promote development with a unique sense of place with standards that guide the design and programming of public spaces. Providing a unique sense of place for each residential project should be taken into consideration during the design process, whether it be initial construction or through redevelopment of common areas.

- **Sense of Place:** Orient building(s) and open space areas to enhance areas where a strong identity already exists and create a sense of place where the physical context is less established. Terminate primary drives at open space or amenity features to create a focal point and enhance view corridors.
- **Architectural Presence:** The overall character of the development will be defined through the use of a consistent design concept and will incorporate the architectural embellishments commonly associated with that style.
- **Neighborhood Compatibility:** Establish multi-family residential architectural designs that complement various neighborhood characteristics and that support high quality development.
- **Connectivity:** Connections to adjacent compatible uses, existing public amenities such as parks or school playgrounds and all streets by maximizing intersections and 'straight line' paths where possible is encouraged.
- **Neighborhood Arrival:** Major intersections and corners should be treated as neighborhood/project entryways. Provide a sense of arrival through the use of entry monuments (excluding signage), or other identifying element such as but not limited to special landscaping, specialty pavement, architectural features, etc.

C. COMMUNITY DESIGN

Similarly to single-family residential, a person's sense of arrival into a multi-family project is shaped by a comparable sequences of experiences, which are threaded together by a continuous streetscape, leading up to the project's entrance. Working in balance, these moments then have the potential to continually reaffirm a strong identity and distinctive visual character for the multi-family project, as well as influencing the overall character of the surrounding neighborhood.

Multi-family projects should promote a healthy, walkable designed community by engaging the street, offering sidewalks and pedestrian paths, and using attractive design that reflects the scale and character of adjacent buildings. For example, multiple residence buildings located near transit and commercial/retail services support the density of an urban center and create vibrant, active, walkable neighborhoods to live, work, socialize, and relax.

1. Sense of Arrival

A person's sense of arrival into a multi-family community is shaped by a sequence of experiences, or events which are threaded together by a continuous streetscape. Collectively, these individual moments set the framework for establishing a strong identity and distinctive visual character for the multi-family residential project, as well as influencing the overall character of the surrounding neighborhood.



a. **Major Intersections and Gateways**

The initial impression of the community often begins upon arrival at a major street intersection and continues to be built upon as the traveler makes their way into the development. Thus, projects located on major intersections, or designated city gateways, should treat these areas as a community entryway.

Given the prominence that major intersections play in establishing the visual character and fabric of the community, careful selection of the various elements is required to meet the city's desired level of aesthetics. Once established, this experience should then be further linked in a series of continue moments along the entirety of the streetscape corridor through reinforcement of the design composition. Secondarily, selection of these elements should appropriately respond to the unique conditions of the site, and the unique cultural characteristics of the immediate vicinity, thereby creating and promoting areas of distinction as well.

These objectives are achieved by:

1) Use of similar signature architectural vocabulary and aesthetic imagery found with adjacent buildings, parks or gathering areas to reinforce complementary nature of project while retaining individual project identity.
2) Continuation of landscape palette with signature species denoted at corner.
3) Plant material shall be selected from the Phoenix Active Management Area Low Water Use Plant List. The use of turf is prohibited.
4) Design of continuous sidewalks on both sides of the street and exploration of pedestrian and/or trail connections directly into the project where adjacent to open space or common area amenities.
5) Integration of shade respites, street furniture and/or transit amenities into the design as appropriate.
6) Installation of art or iconic features at intersections.

b. Streetscape

A key element in streetscape design, specifically for the purpose of building and reinforcing brand identity, is the selection of colors, material patterns, plant palette, wall design and so forth. Developers should provide a balanced design using continuity of elements and areas of distinction by:

1) Continuously thread the landscape palette for each defined section of roadway. In urban settings, wider sidewalks may be used in lieu of planting strips to increase pedestrian capacity. In these areas, trees may be located in tree grates in order to provide shade and a "green" edge along the streetscape while maximizing sidewalk capacity.

2) Linear arrangements of street trees along the street edge can be applied with flexibility to leave visibility windows and varying the spacing allows avoidance of conflicts with street lights, driveways, traffic signs and so forth. While flexibility is provided, design shall predominately locate trees and architectural elements to provide shade along streetscapes, transit stops and at pedestrian rest areas.

3) Provide continuous, direct sidewalks on both sides of the street.

4) Improve pedestrian experiences by providing gentle meandering sidewalks along arterial and collector roadways to elevate the aesthetic and pedestrian quality.

5) Disrupt long expansive walls along arterial and collector streets by introducing visual penetrations such as pathways, open space, view fencing and other design techniques.

6) The use of lighting fixtures in both a utilitarian application, as well as accent features should be used to create a distinctive street corridor.

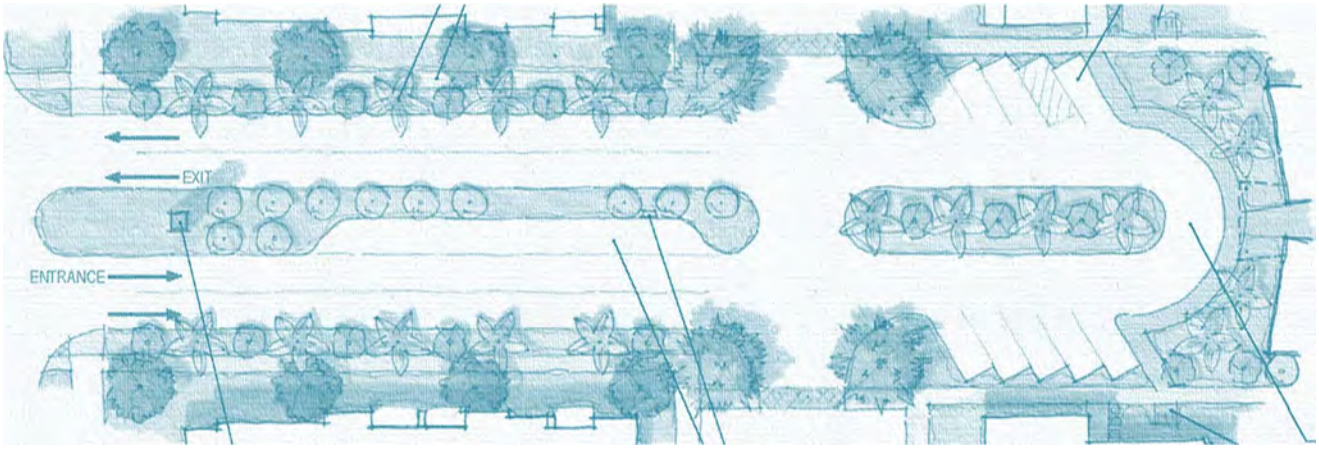
7) The location and concentration of utility cabinets and other mechanical equipment can degrade a streetscape. To the extent feasible, employ design solutions, including but not limited to, vaulting, screening from view through landscaping placement, utilization of color treatments and/or artistic wraps and redirecting away from intersections.

8) Provide opportunities for secondary, smaller installations and/or niches within the streetscape that may be programmed for elements such as, but not limited to, public or private art, pedestrian seating areas, streetscape furnishings, or other interpretative elements.

9) In urban settings, streetscape furnishings/seating and bike racks take on a greater importance in activation of the streetscape. Design and placement of these features should be implemented in a coordinated, and cohesive manner at appropriate intervals.

10) Wayfinding should be integrated as appropriate through strategic placement, and selection of color and materials to create a continuous and harmonious balance with the streetscape design, while maintaining its purpose and efficiency.

11) Plant material shall be selected from the Phoenix Active Management Area Low Water Use Plant List. The use of turf is prohibited.



C. <u>Primary Project Entry</u>

1) Beyond their functional purpose, primary entries into multi-family residential projects shall create identifiable entry into the site through a defined transition between the public and private realm.

2) Primary entries should convey a sense of privacy while expressing a welcome entryway for those who approach. Additionally, the design of the entry should respond to the level of activity along the street.

3) A combination of ornamental landscaping, landscaped medians, architectural monuments, decorative walls, signs, and/or enhanced paving shall be incorporated into the primary themed entry as follows:

   i. Required elements include:

      Distinguished entry into the development through the use of hardscape materials such as pavers or colored concrete.

   ii. At least one (1) primary elements, such as:

      - Mature theme trees
      - Landscaped median
      - Prominent vertical architectural feature or monument, such as an obelisk, spire, porte-cochere, or arbor.

   iii. At least two (2) secondary elements, such as:

      - Unique pedestrian scale lighting or bollards along sidewalks, walkways.
      - Decorative theme walls
      - Ornamental vehicular pedestrian and vehicular gates.

   Other feature(s) may be considered and approved through the Site Plan Review process.

4) Plant material shall be selected from the Phoenix Active Management Area Low Water Use Plant List. The use of turf is prohibited.

2. Site Layout and Orientation

a. The site design shall incorporate natural amenities and features into the development template such as topography, prominent view corridors, washes, and significant vegetative stands to enhance the character of the development.

b. The building placement and orientation along the street line shall be staggered, angled, or curved to the greatest extent possible to provide modulation and interest.

c. The building design shall account for predominant sun and environmental factors through building orientation, window and door placement, landscaping, awnings, canopies, window treatment (e.g. glazing) and other appropriate design solutions.

d. The transition between multi-family residential and single-family residential areas shall achieve maximum compatibility through design solutions including, but not limited to, building orientation, use of clerestory windows for upper stories, wall height, and enhanced landscape buffering.

3. Mobility and Connectivity

a. Promotion of alternative modes of transportation are highly encouraged, such as, but not limited to locating multi-family projects along transit corridors.

b. On-site vehicular circulation shall:

- Mitigate impact to adjacent single-family neighborhoods to the greatest extent possible; and
- Be designed to reduce pedestrian / vehicle conflicts through the incorporation of appropriate traffic calming measures.

c. Provide easily accessible pedestrian connections to adjacent off-site trails / paths or bikeways. Consider including secured bicycle parking nodes within the complex.

d. Pedestrian access to adjacent non-residential uses shall, to the greatest extent possible, be provided by incorporating wall and landscape penetrations into the pedestrian circulation element.

e. Pedestrian access into the project shall be provided through a continuous walkway at the primary entry starting from the abutting right-of-way to the leasing office.

f. Pedestrian walkways shall be:

- Separated, to the greatest extent possible, from all vehicular traffic movements except where drive aisle crossings are necessary.

  When traversing across vehicle drive aisles, pedestrian walkways shall be distinguished with an alternative hardscape material such as pavers or colored concrete. Exposed aggregate is not an acceptable material.

- Safe, visually attractive, and well defined by landscaping and lighting.

  All lighting shall be properly shielded from adjacent properties.

- Linked to create internal circulating loops and provide connections to the various site amenities (e.g. parking fields, play areas, clubhouse, pools, or recreation center) and refuse enclosures refuse.

- Incorporate regular and evenly distributed placement of shaded, well-lit bench seating and other refuge areas.



4. Parking – Surface Areas, Structures, and Garages

a. Entrances into parking lots should be defined through architectural enhancements, enhanced landscaping, and lighting.

b. Rideshare or drop off areas should be centralized near the primary entry, conveniently accessed internally from the community, and be well lit and clearly marked.

c. Guest parking shall be dispersed throughout the community, as well as located conveniently adjacent to significant community common areas and frequently utilized resident areas.

d. Dead end drive aisles are discouraged.

e. Surface parking areas, elevators, stairwells, and pedestrian walkways leading into these areas should be visible from multiple perspectives for safety.

f. Covered parking structures should incorporate architectural embellishment when located adjacent to high visible public areas, such as near the primary entry or adjacent to streets designated as collector and above.

g. Detached garages shall incorporate similar color, material and roof elements as the principal buildings.

h. Garage doors should appear to be set into the walls rather than flush with the exterior wall.

i. Ground-level parking structures should be screened from view by two (2) or more of the following:

- Walls containing architectural details, such as banding or similar architectural embellishments incorporated into the building design.
- Trees and shrubs.
- Grillwork, greenscreens or decorative metal artwork or panels.













5. Open Space and Amenities

An individual development's contribution of open space and amenities become integral component in creating a community that is ultimately "socially and physically" connected. In multi-family residential settings, enjoyment of outdoor "living" areas, both private and community common areas, take on a more prominent role within these types of developments. More specifically, these common areas, combined with effective private open space allow for residents and their guests to alternate between recreation or relaxation as desired.

a. Common or "Activated" Open Space Areas

1) Publicly accessible (or "common") open space areas shall be incorporated into the site as a primary design feature and not just as remnant pieces of land used as open space.
2) Common open spaces should be conveniently located for the majority of units.
3) Each project shall provide "activated" or programmed spaces with the common open space area at the following rate:

   One hundred fifty (150) square feet of "activated" space per bedroom.
4) "Activated" areas shall be unencumbered and be a minimum width of twenty (20) feet.
5) Amenities should be distributed equitably within the "activated" open space throughout the project.
6) Care should be taken to mitigate light trespass and / or noise generation when locating amenities areas adjacent to lower density residential uses.

b. Private Area Open Space

1) Patios shall be provided for each ground floor unit and be sized to meet or exceed 100 square feet in area.
2) Balconies shall be provided for each upper unit and be sized to meet or exceed 60 square feet in area.

* For projects located with 1/4 mile of the Old Town Core (as defined in Chapter 6), the following provisions shall apply:

- Common Area Open Space shall be calculated at the following rate:

  One hundred (100) square feet of "activated" space per bedroom
- Patios and balconies shall meet or exceed sixty (60) square feet in area.

Note: The above ratios and dimensions are intended to establish general guidelines for establishing appropriate common and private area open spaces for most projects; however, they should not be construed to restrict or prohibit projects from offering innovative open space and amenities to its residents. Alternatives or deviations may be considered during the site plan review process, subject to Zoning Administrator approval.

c. Amenity Types

1) The following minimum amenities shall be provided strategically throughout the project:

- Ramada or shaded seating areas
- Barbeque areas

2) Additional project amenities shall be provided per the following schedule:

Total Units	Amenities Required
1- 99	One (1) Primary + One (1) Secondary
100 - 199	Two (2) Primary + Two (2) Secondary
200 - 299	Three (3) Primary + Three (3) Secondary
300+ units	Four (4) Primary + Four (4) Secondary

Primary Amenities

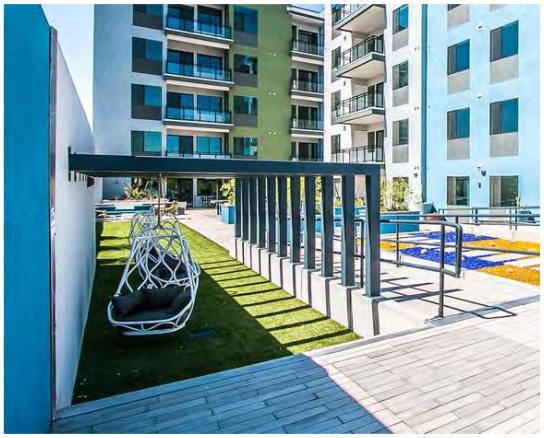
- Swimming pool (and/or Jacuzzi) and cool deck perimeter
- Clubhouse House (with or without combined fitness room);
- Multi-station co-working or conference room space;
- Fitness Center;
- Outdoor "Living" Room;
- Roof Top Lounge;
- Sport Court;
- Dog Park;
- Dog Washing Station;
- Vehicle Maintenance Facility; or
- Community Kitchen.

Secondary Amenities

- Lawn games, such as bocce ball;
- Bike Maintenance Area;
- Tot lot / Jungle Gyms;
- Flex spaces for yoga or outdoor fitness stations; or
- Parkour track or excise course;
- Outdoor community garden.

Alternative Primary and Secondary amenity options may be considered during the Site Plan Review process, subject to Zoning Administrator approval.













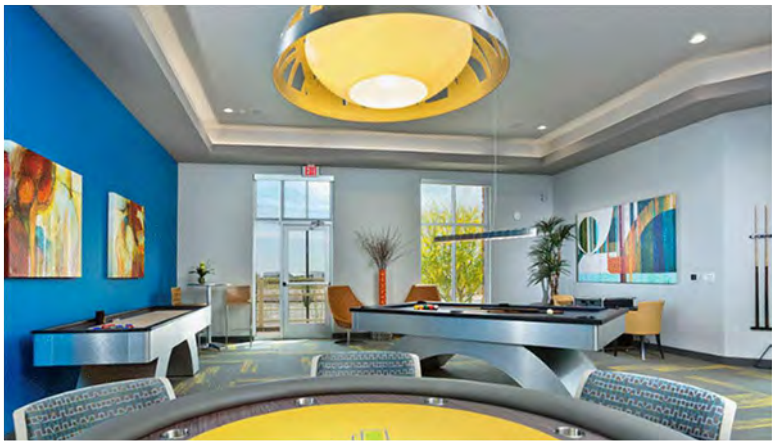






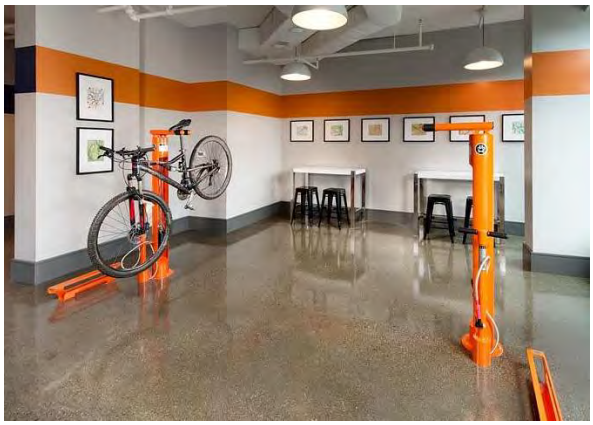














6. Landscaping

a. Use of native vegetation and low water plants shall conform to the Phoenix Active Management Area Low Water Using Plant List, unless otherwise approved by the Zoning Administrator, and be planted in conjunction with an efficient water system.

b. Landscaping shall be provided at the foot of buildings to soften the transition between paved areas on the ground plane and building materials on the vertical plane.

c. Potted plants, ornamental landscaping, and architectural features should enhance courtyards, plazas, and other gathering areas.

d. Flowering trees and shrubs should be used to provide color and accentuate entrances and activity areas.

e. Landscaping should be used to define areas such as building entrances, key activity hubs, focal points, and the street edge.

f. Landscape design should not preclude visibility or surveillance capabilities to common areas and units.

g. "Hostile Vegetation" such as Ocotillo, Cacti or other plant types that discourage pedestrian movement or vandalism should be placed under windows or adjacent to long, remote expanses of perimeter walls.

7. Walls and Fences

a. Entry signage, refuse enclosures, perimeter walls, and other appurtenances shall be consistent with the thematic character of the development through the use of common integrative elements such as colors, materials, and architectural style.

b. Walls adjacent to retention areas, trails, parks or other useable open space areas shall incorporate regular undulation or variation in materials. View fencing is strongly encouraged.

c. Perimeter walls shall integrate at least three (3) of the following treatments:

- Integration with one or more of the following: inlays, materials or color accents, capping, decorative pilasters, wrought iron, planters, or other approved feature that adds visual interest. Strong geometric patterns are strongly discouraged.
- Incorporation of raised planters.
- Incorporation of decorative stone or masonry pillars with caps.
- Incorporation of decorative wrought iron trellises or artistic features in context with the area.
- Other alternative design as approved during the Site Plan Review Process.

8. Lighting

a. Lighting shall be provided within outdoor spaces to provide visual interest as well as a security function.

b. Decorative theme lighting, accent lighting, or lighted bollards shall be placed along pedestrian connections and in activated open space areas to improve visibility and safety.

c. Gated entry features shall use integrated decorative lighting to enhance walls and signage.

d. Lighting design shall be compatible with the building architecture, with fixtures of a consistent type and size within the development.

9. Refuse Enclosures

a. Internalize and orient enclosures away from arterial streets and abutting residential areas.

b. Enclosures shall be architecturally compatible through the use of common colors, materials, and design.

c. Enclosures should be placed in convenient locations for tenant convenience and pickup service.

d. Refuse enclosures should not create blind spots or hiding areas.

10. Utility and Mechanical Equipment

a. Noise generating equipment should be located away from residential units, public spaces, and pedestrian areas.

b. Backflow preventers for landscape irrigation and domestic water shall not be located at visually prominent locations and shall be well-screened with shrubs, berming, or low-screen walls.

c. Roof access ladders and roof drains/downspouts shall be internalized within the building.

d. Ground and roof mounted mechanical equipment shall be screened from public view.









D. BUILDING FORM & ARCHITECTURE

1. Building Mass / Articulation

a. The visual impact of large monolithic structures shall be minimized by creating a cluster of smaller buildings or the appearance of a series of smaller buildings.

b. Minimize the bulk and appearance of structures through the use of sloping rooflines consisting of varying roof heights, directions, and shapes. Incorporate varied building heights at the street. Avoid massive straight rooflines with flat appearances.

c. Building mass and scale should be compatible with adjacent lots and buildings. Taller buildings or taller portions of a building should be located internally to a site with building heights stepping down towards the edge of the site where smaller scaled development exists.

d. Building placement and orientation shall vary for design interest and visual relief.

e. The use of landscaping as a design element is encouraged to reduce building mass, such as raised planters. Landscaping should accentuate and compliment architecture.

f. Multiple design solutions shall be integrated into the building to provide visual interest and variation. Such design solutions may consist of projecting private balconies, building wall recesses, pop-outs, varied wall planes, dormers, mansard roof, decorative window treatment, brick or stone veneers, color changes, and other architectural elements.

g. Horizontal façades shall be articulated into smaller sections utilizing at least four (4) of the following:

- Varied building heights.
- Different materials used on first floor.
- Different window types.
- Different colors.
- Offsets.
- Projecting roofs (minimum of twelve (12) inches).
- Recesses.
- Bay windows.
- Variable roof forms or orientation.

h. Building facades should incorporate design elements that enhance the pedestrian environment.

i. Deep roof overhangs are encouraged to create shadow and add depth to facades.

j. Shade structures and screening shall be architecturally and functionally integrated into the established design theme.

k. Garages and storage/utility areas shall be architecturally integrated into the established design theme.

l. Exterior stairways shall be designed with at least one ninety (90) degree angle turn from floor to floor.

m. Downspouts shall be internalized.

n. Outside opening doors should be well lit and visible from the street, parking area, or neighboring units.

o. Buildings should be sited so that the windows and doors of one unit are visible from another.

p. Building entrances should be accentuated by architectural elements, lighting, and/or landscaping.

2. Fenestration

a. All four (4) facades should have windows.

b. Windows shall employ design details as appropriate to the architecture, such as mullions, arched windows, shutters/faux shutters, window surrounds, awnings, and canopies to break the scale of the façade into smaller components.

c. Unifying architectural elements shall be used to carry a window pattern across a façade, such as a common sill or header line.

d. Shaped frames and sills shall be used to enhance openings and add additional relief. They should be proportional to the glass area framed e.g. a larger window should have thicker framing members).

e. Windows shall be provided in building facades facing streets to create visual interest.

f. Windows and balconies should be designed so that visual and auditory intrusions on private outdoor space of other units or adjacent development are minimized.

g. Window and door type, material, shape, and proportion shall complement the architectural building style.

3. Colors And Materials

a. The color and material palette(s) shall be appropriate to the context.

b. Where appropriate to the architectural style, materials and textures shall vary between the base and body of a building to break up large wall planes and add visual interest to the building.

c. Material changes shall occur at intersecting planes, preferably at inside corners of changing wall planes or where architectural elements intersect, such as a chimney, pilaster, projection, or pop-out.

d. Projects containing less than 150 units shall provide a minimum of two (2) distinctive, yet complimentary color and material palettes (or "schemes"). Each scheme shall be evenly distributed throughout the project. For projects containing 150 units or more, a minimum of three (3) distinctive, yet complimentary color and material schemes shall be provided and equally distributed throughout the project.

   Note: For the third palette, alternating or exchanging a main body color with an accent color alone is not sufficient to create a distinctive scheme. In such cases, it shall also be accompanied by an another accent color which varies in value or hue from the original scheme, along with one of the following: 1) differing roof type, material, or color, or 2) a different accent stone type or color from the original scheme.

e. All developments shall provide substantial accent materials, such as stone, brick, tile or other similar materials to add texture and visual interest to building elevations. Accent materials shall not be limited to typical wainscot height (3-4 feet) and may include all or most of the following:
   - Stone clad or concrete columns as patio/porch supports.
   - Integrated corbels (wood or treated synthetic materials) placed under eaves at corner locations or throughout project.
   - Stone wainscot at varied heights with accented caps.
   - Integrated lighting sconces beyond individual porch lights.
   - Scored stucco areas where color changes or the addition of accent materials is not practical.
   - Pop-outs and other projections of materials other than wood frame and stucco.
   - Decorative wrought iron accents in the form of stairway railings, gates into entry and amenity areas and patio/porch accents.
   - Large raised planters or pots placed in key areas to break up long walkways or parking areas.
   - Other creative accent materials and/or methods presented and approved during the Site Plan and Design Review Process.

f. All accessory structures (e.g. garages, parking canopies, gazebos, etc.) shall conform to the dominant design theme of the development. For example:
   - Stone clad or concrete columns under gazebos and along pool areas.
   - Decorative wrought iron pool fencing and gates.
   - Timber trellises/gazebos with integrated corbels.
   - Iron or thematic wood/timber accents such as trellises, 'brows', or other interest items around or above garage doors.
   - Color matched parking canopies.
   - Garage door colors that allow doors to blend in.








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PARADISE BIKES





CHAPTER 4

COMMERCIAL & MIXED – USE

The City seeks to further invest in flourishing commercial developments and expand business opportunities to support the Peoria community. Commercial development should complement and strengthen the existing community and character. Commercial development should strive to reduce reliance on automobiles, emphasize connectivity and accessibility for all users, including pedestrians and bicyclists, and contribute to the creation of attractive, engaging, and distinctive streetscapes and places. Commercial development should consider building design with the goal of creating recognizable places that enhance the image of Peoria and incorporate sustainable principles that will help allow Peoria to flourish for years to come.

The purpose of this chapter is to ensure the successful integration of attractive, well-designed and safe commercial and mixed-use development into the community. Such development should be designed in context with adjacent uses and sensitive to environmental resources. Such areas typically enjoy high visibility or serve as employment destinations and should therefore exhibit exceptional quality, identity, and interest.

COMMERCIAL AND MIXED USE

A. Project Types

Peoria has a range of commercial project types throughout the City. Commercial sites range from large to small and have varying forms based on their location and uses. For the purposes of these design guidelines, four primary commercial project types have been identified:



Local Commercial: Local commercial sites are low-intensity in nature and consisting of a variety of small to moderate in scale professional offices, medical and legal services, and ancillary retail uses. These smaller businesses may stand alone on a single lot, situated near several other local commercial sites, or may be the only commercial lot on the block. Such development should reflect the character and scale of the residential neighborhood around it.



Community Commercial: Community serving developments include integrated retail shopping areas that are in close proximity to residential neighborhoods, but may also serve the larger community. Commercial establishments offer a variety of goods and services compared to local commercial centers. They typically provide convenient day-to-day shopping and services, specialty stores, hospitality, as well as entertainment uses.



Mixed-Use: Mixed-use may include ground floor commercial with other uses on upper floors. Multi-use buildings may allow taller heights and reduced front setbacks to fit with a more dense and urban environment. It may also include the horizontal integration of uses through a cohesive and comprehensive design that focuses on pedestrian and vehicular connections between the uses.



Urban Form: Urban lots typically have smaller setbacks, buildings are closer to the street and parking is provided in the rear. These project types may be developed as either single stand-alone lots or as combined lots and part of a larger development, thus they may be detached buildings or attached to adjacent commercial uses. Commercial buildings on urban lots may also hold multiple tenants in different parts of the building.

B. Design Objectives

- Promote enduring, high quality and visually attractive development that elevates the sense of place and advances Peoria as a community of distinction.
- Minimize or disrupt the visual impact inherent to the scale, bulk and mass of large commercial buildings.
- Create a built environment that is context sensitive.
- Foster a pedestrian-friendly environment emphasizing connectivity, and shared public spaces.
- Reduce the use of non-renewable resources, minimize environmental impact, and relate people to the natural environment.
- Promote designs and practices that are adaptable to multiple uses for an extended building lifecycle.

C. Sense Of Place

The intent of this section is to promote development with a unique sense of place with standards that guide the design and programming of public spaces. Providing a unique sense of place for each commercial or mixed-use project should be taken into consideration during the design process, whether it be initial construction or through redevelopment.

The guidelines established herein are intended to nurture design that is contextually responsive, activates the public realm, and protects the community's aesthetic qualities. While this portion of the document addresses Sense of Place elements through basic principles of good design, it should not be viewed as standalone requirements. Rather, the proposed design guidelines are intended to work in concert with the Building Form & Architecture, and Site Design guidelines found in subsequent sections to create a uniform and harmonious design.













1. Project Entries and Corner Treatments

a. All developments shall employ an overarching design theme that is threaded and integrated throughout the various project features such as walls, entry areas, pedestrian walkways, lighting.

b. The selection and use of thematic elements at project entries should be designed appropriately to the size, scale, and contextual impact of the project.

c. Larger developments that exceed ten (10) acres in size, and have one or more buildings that collectively exceed fifty thousand (50,000) square feet in area, shall be subject to the following:

1) The development shall employ a clear hierarchy of entry points into the site.

2) The primary themed entrance shall be positioned to foster a sense of arrival into the development by avoiding parking/access conflicts. The primary themed entry shall align the corridor with a prominent building, feature, or centralized public gathering space on site.

3) Secondary entrances from arterial or collector roadways shall reinforce the theming of the primary entrance.

4) The primary themed entry into the site shall utilize a combination of the following elements to distinguish and provide a sense of arrival into the site:

- Icons, Sculptural Elements, or Artwork.
- Thematic Entry Arches, Obelisks, Trellises, or Gateway Structures.
- "Tree-lined" landscaped medians.
- Alternative driveway paving materials (such as pavers, stamped colored asphalt, stamped textured concrete), or similar materials.
- Architectural or Decorative Lighting.
- Accent Landscaping, mature trees, or shade structures.

5) If sculptural elements are provided, they should be situated in a manner to create focal interest. Additionally, these elements shall be located outside of sight visibility triangles, rights-of-way, and public utility easements.

6) Accentuated corner treatments should be designed along collector and arterial streets to elevate the visual impact of the development.

7) Corner treatments should include an enhanced pedestrian entrance into the site to serve as a gateway into the development.







2. Public Spaces and Pedestrian Areas

a. Each development should feature spaces, designed to the size and demands of the particular site, to maximize the opportunity for interaction, respite, and placemaking.

b. Each space shall be appropriately sited to promote safety, comfort and visibility.

c. Larger developments that exceed ten (10) acres in size, and have one or more buildings that collectively exceed fifty thousand (50,000) square feet in area, shall be subject to the following:

1) Projects between 10 and 20 acres shall feature at least one centralized, public space, or a series of smaller connected spaces in the form of plazas, patios or similar spaces, which are scaled to the size and demand of the particular use.

2) Projects above 20 acres in size shall feature at least two (2) public spaces, that are scaled for the anticipated intensity of uses, and interconnected through enhanced pedestrian walkways.

3) Identifiable architectural and thematic features should complement each other and collectively elevate the public spaces as a focal point.

4) The functional design of each public space shall employ two or more of the following elements:

- Framing the public space with outdoor patios, seating, or dining areas.
- Shading elements such as shade trees or structured shade elements.
- Focal elements, including but not limited to, recreational or passive amenities, integrated art, or other features of equivalent impact.
- Decorative lighting, including but not limited to bistro string lights, pedestrian-scale lighting, accent lights, or other features of equivalent impact.
- Special event spaces such as stages or opportunities for mobile vending areas.

5) Pedestrian areas shall include a variety of shading options such as trees, trellises, canopies, and awnings for sun protection and heat reduction.

6) Pedestrian areas shall be defined utilizing a variety of options including accent landscaping, lighting, planter walls, paving treatments and architectural elements.

7) Pedestrian refuge areas and rideshare drop off areas should be equipped with seating, pedestrian-scale lighting and shade.

8) Provide pedestrian scale lighting in pedestrian activity areas. This helps to create a sense of security and enhance the pedestrian experience.


















PRC SUN

3. Promotion of Arts and Culture

Artwork can serve as a key component of placemaking by playing a significant role in defining the character of a community and contributing to the aesthetic quality of gathering spaces. These distinct visual elements can be either permanent or temporary, kinetic or stationary, stand-alone or integrated into the architecture and landscaping, and elevate a place into a destination, as well as serving as a wayfinding element. Artwork can take many forms including:

- **Signature Artwork** – Iconic artwork that is significant, large-scale permanent artwork, serving as defining landmarks at major gateways into Peoria, and along major boulevards and intersections.
- **Wayfinding Artwork** - Wayfinding artwork is permanent artwork located in active vehicular and pedestrian intersections, which serves to connect key locations, enhance pedestrian circulation, and guide passage to and from destinations.
- **Temporary Artwork** - Temporary art installations are non-permanent artwork in a range of media and scale that are displayed for a limited amount of time. It serves to enliven and refresh the pedestrian experience, enhance tourism and pique awareness of the built environments.

In addition to independent or two-dimensional works, artwork may be integrated into the design of the site, buildings and landscapes in publicly accessible and visible areas of a site. These areas can include the walls, floors and ceilings, or other publicly accessible open spaces such as plazas, courtyards, colonnades or setbacks.

When integrated, the artwork should retain an interpretative aspect, and not be a mere extension of the design of the architecture, landscape architecture, interior design, etc. of the development. Additionally, while artwork may reinforce the architecture and urban design objectives for the site, it is not to be used as a substitute for otherwise achieving these objectives. The following guidelines shall be used in evaluating public art installations as part of private development projects:

a. Works of art should be compatible in scale, material, and form with their surroundings. Consideration should be given to the architectural, historical, geographical, and social/cultural context of the site.

b. Art installations should serve as a point of reference and landmark.

c. Artwork should be utilized to reinforce gateways, signature streets, gathering areas and neighborhood centers.

d. Artwork should be thoughtfully designed and installed in a manner that strengthens critical pedestrian linkages and enliven the overall experience.

e. Murals and other forms of visual art may be appropriately integrated into the site provided that it does not function as additional signage by advertising a business, product, or service on site.



f. Streetscapes and public spaces should include public art that reflects the culture and heritage of Peoria.

g. Public art shall be accessible, drawing people through public spaces, but not impeding pedestrian flows.

h. Works of art should be compatible in scale, material, form, and context with their surroundings, to the extent possible. Consideration should be given to the site's architectural, historical, geographical, and social/cultural context.

i. Art installations should serve as a point of reference and landmark, welcoming and orienting residents and visitors to Peoria.

j. Artwork should be utilized to reinforce gateways, signature streets, gathering areas and neighborhood centers. It may also be located in areas where few people pass to create unique and special places for people to enjoy.

k. Artworks should not block windows or entranceways, nor obstruct normal pedestrian circulation in and out of a building (unless such alteration is specifically a part of the experience or design of the artwork).

l. All forms of visual art may be considered.

m. Significant consideration shall be given to cost and amount of ongoing maintenance and/or repair anticipated, and the ability to provide adequate maintenance for public art.

n. Existing art and sculptures within the public right-of-way shall not be removed, relocated or replaced without City of Peoria written approval.







4. Signature Streets

Peoria recognizes the need to continue to be distinctive as a leader in the Valley. One of the techniques to do so is by establishing a number of signature streets that embrace the City's identity by incorporating placemaking, shade, transit and multi-modal facilities. Designated signature streets within the *Peoria 2040 General Plan* include: P83 Entertainment District along 83rd Avenue, Bell Road, and Lake Pleasant Parkway. As guidelines are incorporated into the *Community Design Guidelines*, their intent is to create a visually cohesive streetscape that is a unifying element along the corridor and allows for efficient management and maintenance.

Lake Pleasant Parkway Corridor

The primary design concept for Lake Pleasant Parkway is based on the Parkway's namesake — Lake Pleasant. This concept presents itself in the form of underlying 'waterway' or 'wave' elements in wall design, landscaping, artistic endeavors, and hardscape patterns and materials. In developing the theme, it was an opportunity to accentuate the natural beauty of the region and to highlight the Lake's significance in the Valley.

See end of the chapter for complete
Lake Pleasant Parkway Streetscape Guidelines.



D. Building Form & Architecture

The intent of this section is to promote the design and construction of mixed use and commercial developments that support and enhance the character of the City of Peoria through standards guiding building mass, roof forms, exterior materials, and architectural detailing. The building standards established herein will reinforce the desired development patterns and produce development that utilizes quality materials and professional workmanship promoting longevity and sense of place.

1. Development and Building Character

a. A commercial center shall establish and utilize a consistent architectural theme with complementary forms and materials applied to each individual building.

b. All sides of buildings shall receive proportionate design consideration and treatment (360-degree architecture). However, the highest level of articulation and detail should occur on the front façade and facades generally visible from the street and other public spaces. Blank windowless walls should be avoided when facing a public street.

c. Building entrances shall be accentuated by thematic architectural elements, varied building materials, lighting, and/or landscaping.

d. The use of standardized corporate architecture in the design theme of a building should be discouraged to ensure consistency with the architecture of the larger development.

e. For gas stations, car washes, and other similar uses containing secondary components, all structures on site including canopies, kiosks, car wash facilities, gas pump columns, bollards protecting the gas pumps, gas pumps (excluding sign toppers), etc. shall be consistent with and complement the architectural design of the primary building through the incorporation of similar finishes, materials and details.

2. Building Massing & Articulation

a. The design of a building should vary to reduce its perceived appearance of size and relate more easily to the human scale. Visually or physically break up large facades into smaller components to avoid monotonous or overly repetitive design. This may be achieved by providing a well-defined base, middle and top of the building using the following techniques:

   1) A well-defined building base may be achieved by elements such as low planters and walls, a meaningfully integrated base architectural veneer banding (wainscot) that is present in other elements of the building, a horizontal reveal line, use of an arcade, gallery, or colonnade to accentuate the ground floor, use enhanced architectural detailing or fenestration on the ground floor and treatments defined by a different material, texture or color.

   2) A distinct building middle may be achieved through a change in material occurring between the first and second floors, a step back in massing from the ground floor façade, a variation in window size from the ground floor, and the addition of sun shades or other exterior building features designed to prevent direct sunlight into the building.

   3) A well-defined building top may be achieved by utilizing features such as multiple architectural roof forms, clearly pronounced eaves and distinct parapet designs and cornice treatments.

   4) Other approaches and methods establishing building definition exist and may be considered if the resulting design achieves a sense of scale and character consistent with the surrounding context.

b. Building mass and scale should be compatible with adjacent lots and buildings. Taller buildings or taller portions of a building should be located internally to a site with building heights stepping down towards the edge of the site where smaller scaled development exists.

c. Massing may be further reduced using a combination of the following techniques:

   1) Step the façade back or include protrusions that extend forward to cast shadows and highlights prominent feature entrances and corners.

   2) Incorporate recessed windows, curtain walls, wall plane elements to break up the massing at appropriate intervals. Wall plane projections or recesses should be at least one (1) foot in depth, occurring at regular intervals and include subtle changes in texture and color of wall surfaces.

   3) Vary the roof line and height of different wings to avoid an appearance of excessive repetition along the streetscape.

   4) Add columns, pilasters, or similar projecting elements at least one (1) foot wide and eight (8) inches deep, repeating at minimum twenty-five (25) feet intervals.

   5) Provide at least one building corner or projection.

   6) Surface detailing, such as score lines or heavy stucco should not serve as a substitute for distinctive massing or material changes.

   7) Angled or sculpted building corners and/or an open plazas are encouraged at corner locations.

   8) Alternatives meeting intent of this section may be approved by the Zoning Administrator.

3. Fenestration

a. Building facades should reflect the design intent of the structure, while at the same time providing an architectural "face" that relates to surrounding structures and streetscape, and contributes to the neighborhood and community character.

b. Windows shall employ design details appropriate to the architecture, such as arched windows, shutters/faux shutters, window surrounds, awnings and canopies to break the scale of the façade into smaller components.

c. Windows should be located in a manner that breaks up the façade and provides visual access or the appearance of visual access to the building. This is relevant at visually prominent portions of the building.

d. Incorporate design elements such as arcades, screens, pergolas, or landscape trellises to create a more active appearance when large buildings require expansive windowless facades due to interior use.

e. The building design should incorporate visual access (e.g. windows, peepholes, security cameras) on rear facades or facades oriented to loading docks or other less visible and trafficked areas.

f. All doors that open to the outside should be well-lit and visible from the street, parking area or neighboring uses.

g. Parking areas, pedestrian walkways, elevators, stairwells, and amenity areas should be well lit and visible from windows and doors.

4. Roof Planes

a. Rooflines shall be varied in height, form, and materials to enhance the prominence of building entry points and corner elements.

b. Parapet walls shall be designed and constructed in a manner to appear as a solid, three-dimensional form rather than a veneer. Parapets should include two (2) or more of the following detail treatments:

- Pre-cast elements;
- Continuous banding or projecting cornices;
- Dentils;
- Caps;
- Variety in pitch (sculpted);
- Clean edges without unfinished flashing.

c. Roof overhangs shall be sized appropriately to create shadow and add depth to facades.

d. The visible portion of sloped roofs should be covered with a roofing material complementary to the architectural style of the building and other surrounding buildings.

5. Storefront Proportion

The main entry into a store should be emphasized to announce a point of arrival in one (1) or more of the following ways:

- Flanked by columns, decorative fixtures or other details;
- Recessed within a larger arched or cased decorative opening;
- Covered by means of a portico (formal porch) projecting from or set into the building face;
- Punctuated by means of a roofline change, tower, or a break in the surface of the wall.

6. Free-standing Canopies

a. Column supports for canopies shall be of sufficient thickness to portray a visual sense of strength, balance and traditional proportions.

b. Light fixtures mounted under canopies shall be completely recessed into the canopy with flat lenses that are translucent and completely flush with the bottom surface (ceiling) of the canopy. The fascia of the canopy shall extend below the lens of the light fixtures twelve (12) inches minimum.

c. Lighted bands, tubes or corporate colors shall be limited to accent elements and not be primary design features.

7. Exterior Lighting

a. Light fixtures shall be compatible with the building architecture and development character.

b. When multiple buildings are present, building lighting should have a consistent, thematic design, with complementary lighting fixtures and structural supports throughout the development.

c. When utilizing wall wash lighting techniques to illuminate building elevations, multiple luminaires should be utilized, rather than a single high-intensity light.

8. Colors and Materials

a. High-quality, authentic building materials, such as brick, stone, wood and stucco, should be used to enhance the architectural character.

b. A variety of materials should be used to highlight a distinction between the various components of a building. The combination of materials on a building façade shall be appropriate to its style and design.

c. Material changes should occur at intersecting planes, preferably at the inside corners of changing wall planes or where architectural elements intersect, such as pilaster, projection, or fence line.

d. When stucco is utilized, a light to smooth finish is required and shall be blended with other finish materials, such as stone, brick, wood and / or metal.

e. The use of metal siding exclusively on any building is prohibited, unless used as a decorative element to accent a particular architectural style.

f. Relate buildings with colors that are compatible and complementary. Employ a range of colors to allow variety while also visually unifying the development.

g. Bright primary colors shall be limited to trim and accent features only.


LAKE PLEASANT TOWNE CENTER
















SHOPS
Retail


10134
NATURAL FOODS


SAFEWAY

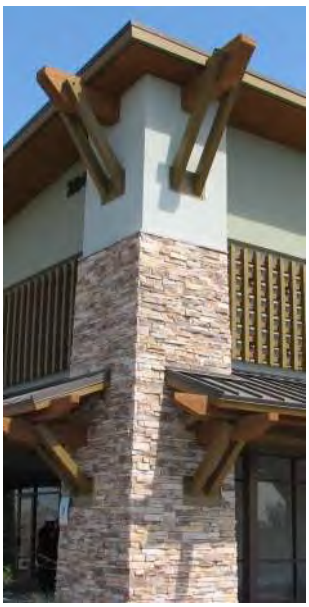







A'S SECRET







E. SITE DESIGN

The intent of this section is to promote the design and placement of buildings, parking areas and the circulation system, in mixed use and commercial development that creates development patterns that relate to each other and are integrated with their neighboring communities by design, scale and intensity. Development standards established herein will direct mixed-use development that is functional, aesthetically pleasing and pedestrian oriented.

1. Site Layout and Orientation

a. The site shall integrate natural features into the development template such as topography, prominent view corridors, washes and significant vegetative stands to enhance the character of the development.

b. Sites shall be developed in context and respond to existing local and environmental influences, including but not limited to:

   1) Shared driveways for accessing perimeter streets.

   2) Connection of internal pedestrian and vehicular circulation systems to adjacent areas or sites.

   3) Linkage/continuation of internal or perimeter open space areas, landscape buffers and drainage retention facilities.

c. The development shall be designed to facilitate the efficient use of energy through building orientation, window and door placement, landscaping, awnings, canopies, window treatment (e.g. glazing) and other appropriate design solutions.

d. Site design shall incorporate elements that enhance the pedestrian environment, such as features that reflect human scale. Opportunities to enhance the pedestrian experience include the use of covered walkways for shelter and shade, richness of materials, as well as pedestrian level lighting elements.

e. Place buildings close to the street to create a strong presence that defines the public realm and encourages pedestrian engagement with the building.

f. Buildings should be oriented in a manner that situates primary entrances and windows toward the street or public realm.

   1) Building placement and orientation along the street shall be staggered, or provide modulation and variation in building frontages.

   2) Where possible, buildings shall be situated to create functional shaded outdoor public spaces between and adjacent to buildings.

2. Access and Connectivity

a. Driveway access points and internal circulation should be located as far away as possible from residential properties, schools, parks and other sensitive uses.

b. The entry throat into the development shall be distinguished with substantial hardscape materials such as pavers, stamped, patterned, or colored concrete. Exposed aggregate or stamped asphalt is not viewed as an acceptable material.

c. Parking lots should be designed with a clear delineation of circulation. Major access drives shall be used for circulation, and lower order drive aisles shall be used for direct access to parking spaces.





3. Parking Lots, Structures, and Drive-Through Lanes

a. Parking Lot

1) Buildings in commercial developments should be the focal point of the site with parking as a supporting feature. Locate parking lots to the rear or side of buildings to create a building-focused streetscape.

2) The visual impact of large parking fields shall be interrupted and broken into a series of smaller, connected parking lots with intervening building placement, defined landscaped medians and pedestrian paths,.

3) Design parking and circulation to minimize conflicts between pedestrians and vehicles.

4) Primary drive aisle intersections shall be distinguished with decorative pavers or other architectural elements, to enhance awareness of the potential for conflicts between crossing vehicles.

5) Developments exceeding ten (10) acres in size or containing one or more buildings exceeding 50,000 square feet in area, should employ carpool spaces, electric vehicle charging areas, bike share locations, and ridesharing and passenger pick-up and drop-off areas in key locations.

6) Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces. Where possible, use low impact elements such as pavers or grasscrete in lieu of concrete slabs to enable more stormwater to infiltrate the ground.

7) Parking lots should employ Low Impact Design (LID) strategies and direct surface runoff to landscaped water harvesting areas and/or rain gardens including but not limited to curb cuts to direct runoff into landscaped areas, porous pavement, pavers, infiltration trenches, native landscaped rain gardens, and bioretention swales.

8) Light fixtures shall be sited, directed and/or shielded to provide uniform lighting levels on the property and accentuate pedestrian pathways.

9) The light source shall be full cutoff, with the light source either recessed within the fixture or shielded in a manner to prevent and / or minimize glare and upward illumination above the horizontal surface.

10) The style of light standards and fixtures should be consistent with the style and character of the architecture proposed, and be compatible with the overall quality and character of lighting within the surrounding area.

11) Parking canopies shall incorporate a design utilizing color and materials similar to the principal structure or center on the site.











b. Parking Structures

1) The ground level of all parking structures shall be screened from view by one or more of the following:
   - Walls containing architectural details and embellishments.
   - Trees and shrubs.
   - Grillwork and / or greenscreens incorporating decorative metal artwork or panels.
   - An alternative design such as the incorporation of building elements, murals or programmed areas that meets the intent of the screening requirements.
2) Substantial massing should occur at the corners of parking structures to anchor the building and keep the structure proportions in accordance with a conventional commercial building.
3) Horizontal openings of parking structures should be broken up with vertical elements, that allow for integrated design in contextual proportions of the center or area.

c. Drive-Through Lanes

1) Drive-through lanes should not be located at intersections and/or on corner lots.
2) All drive-through stacking lanes shall be screened from the view of public streets, pedestrian activity areas, and adjoining residential properties through building orientation or architectural integration. Architectural integration may include vegetative screen or decorative walls measuring three (3) feet from grade of the driving lane and situated so not to disrupt safe traffic flow.
3) Drive-through lanes and noise generating areas, including menu boards and pickup windows, should be located away from adjacent sensitive uses, such as residential areas and outdoor dining areas, to reduce the impacts of noise and emissions that could be caused by stacking cars.
4) Drive-through lane, including entry and exit points, shall be separated from vehicular parking areas and access aisles through curbing, landscaping, etc.
5) Drive-through service windows should be oriented away from pedestrian activity areas, residential areas and public streets to the maximum extent practical.
6) Drive-through menu boards should be screened from street view and architecturally integrated with the building design.
7) Drive-through windows and canopies shall be incorporated into the massing and should reflect the design and detailing of the primary building.

4. Pedestrian Walkways and Paths

a. Primary onsite pedestrian walkways shall be a minimum of six (6) feet in width between the primary pedestrian entrances of all buildings on the site and at a minimum connect to the following:
   - An offsite public sidewalk.
   - Any abutting public transit facility.
   - Any abutting existing and planned off-site trails, paths or bikeways.
   - Any abutting commercial development.

b. Pedestrian walkways shall be separated from vehicular movements in parking areas. All walkways that traverse vehicle drive aisles shall be distinguished with specialty paving materials such as specialty pavers, stamped colored concrete or some other material developed in accordance with ADA requirements. Exposed aggregate or stamped asphalt is not viewed as an acceptable material.

c. Walkways should be clearly delineated with architectural embellishments and provide shaded pedestrian refuge areas, which may consist of trees, benches, tables, shade structures or other appropriate elements, where appropriate. Such areas shall be functional and integrated into the site.

d. When adjacent to residential areas, pedestrian access into the development should be provided where appropriate and connect to the site's pedestrian walkways.

e. Themed or decorative pedestrian scale lighting shall be provided within public spaces and along all pedestrian routes to provide visual interest as well as to serve a security function.

f. Lighting shall be adequate to delineate paths of travel, building entrances and open spaces but shall not be excessively bright.









5. Landscaping and Shading

a. Design

1) Landscaping shall be designed to:
   i. Provide shade for pedestrians and parking areas.
   ii. Define areas such as building entrances, key activity hubs, focal points and the street edge;
   iii. Provide screening for unattractive/unsightly service areas.
   iv. Serve as buffers between dissimilar uses.
   v. Screen drive-through/drive-up lanes through a mixture of trees and shrubs.
2) Landscaping or other design solutions should be provided in appropriate locations along the building edge to soften the transition between paved areas on the ground plane and building materials on the vertical plane.
3) Landscape design should not preclude visibility or surveillance capabilities.
4) Tree grates should occur within plazas or along street edges within urbanized areas where a continuous walking surface is needed. Grate sizes should be a minimum of five feet in diameter. Knockouts must be provided to enlarge the inside diameter for supporting a larger tree trunk as the tree grows.
5) Tree guards should extend vertically from tree grates, and serve to protect trees in highly active areas. Tree guards shall be a similar color in relation to other site furnishings.

b. Plant Palette Selection

1) The selection of trees, shrubbery, as well as accent, color or ground cover planting should be done in groupings and clusters to create strong accent points and highlight major entries to developments while maintaining long-term viability and health of the plant.
2) Native vegetation and drought-resistant plants should be used throughout the site to minimize water usage. Plant materials should be carefully selected and placed where their root growth habits will not cause damage to sidewalks and other paved surfaces or underground facilities. (Refer to Phoenix Active Management Area Low Water Use Plant List)
3) Palm trees should only be used for accent purposes in executing a particular design theme within the project.
4) The use of natural and artificial turf/sod is prohibited, except as an integral part of an active open space, or common gathering area.
5) Potted plants and other ornamental landscaping should be utilized when appropriate to add vibrancy and enhance courtyards, plazas, and other gathering areas.
6) Flowering trees, plants, arbors, trellises and container plantings should be used to provide color and accentuate entrances, arcades, sidewalk shops, and outdoor dining areas.
7) "Hostile Vegetation" such as ocotillo, cacti or other plant types that discourage pedestrian movement or vandalism should be placed under windows or adjacent to long, remote expanses of perimeter walls that are not otherwise designed as an amenity.

c. Landscape Lighting

Landscape lighting should be used to illuminate and accentuate an architectural or landscape feature that is unique to the project, and not be used solely to attract attention. Lighting may include decorative elements incorporated into the planting materials themselves such as rope lighting within theme trees. Lighting shall be sited in a manner in which the lighting does not exceed its subject and does not create light pollution.

d. Irrigation and Maintenance

1) Permanent landscape irrigation shall be provided for all landscape materials, with the irrigation system designed to promote water conservation, including prevention of run-off and overspray.
2) Landscape areas shall be properly maintained in accordance with standards set in the Arizona Nursery Association guidelines.

6. Open Space and Amenities

Multi-family residential units within a mixed-use project shall provide common and private area open space in accordance with Chapter 3 Section C.5 of the Multi-family standards, unless otherwise approved by the Zoning Administrator.

7. Screening & Buffering

a. Loading, Service, and Refuse Areas

i. Outdoor loading, service and refuse areas shall be integrated into the building design to conceal them from view to the greatest extent feasible or shall be oriented away from arterial streets and abutting residential areas.

ii. Where it is not practical to locate the loading, service and refuse areas pursuant to Subsections (1) above, they shall be screened from view by:

- A decorative wall or fence at least 8 feet tall that incorporates similar finishes, materials, and details of the primary buildings, or
- A vegetative screen planted along the full length of the area to be screened and at least eight (8) feet high at the time of planting, or
- Alternatives that meet the intent of this section as approved by the Zoning Administrator.

iii. Refuse enclosures shall be sited in a safe manner that avoids blind spots and/or hiding areas while minimizing the visual prominence of such facilities.

iv. If visible from arterial streets and abutting residential areas, roll-up doors are discouraged; however, where such doors occur, the doors should be recessed a minimum of twelve (12) inches into the building to provide a shadow line.

v. Locate and orient all loading, service and refuse areas away from arterial streets, abutting residential areas, and public space, to the greatest extent possible.

b. Outdoor Storage and Shopping Carts

i. Outdoor storage, service yards and/or garden facilities shall:

- Be located in areas least visible from public-rights-of-way or view.
- Be enclosed by a decorative block wall at least eight (8) feet in height.
- Have decorative block with similar finishes or details that blends in with the primary building.

ii. The design of shopping cart storage facilities should complement the established architectural theme of center.

c. Walls and Fences

1) Materials and Texture

Acceptable wall materials include but are not limited to:

- Stucco over concrete masonry unit (CMU) blocks or other structural materials;
- Split face blocks;
- Slump blocks;
- Bricks;
- Stone;
- Glass blocks;
- Curved interlock blocks;
- Wood;
- Tubular steel;
- Wrought iron bars;
- Other grillwork; or
- A combination of these materials.

Materials not specifically manufactured for fencing shall not be used for, or in the construction of, a wall or fence.

2) Design

i. Walls facing retention areas, trails, parks, or other open space areas should utilize view fencing to the maximum extent feasible.

ii. All fences and walls shall be consistent with the established thematic character of the development through the use of common architectural elements such as colors, materials and architectural style.

iii. Walls facing public streets, retention areas, trails, parks or other open space areas shall comply with at least one (1) of the following:

Option 1: Openings distributed throughout the length of the wall equal to at least twenty (20) percent of the wall surface, constructed into the surface or created by using see-through pattern blocks, tubular steel or wrought iron bars, wood or other grillwork.

Option 2: Terracing in wall height at intervals of at least every twenty (20) feet throughout the length of the wall.

Option 3: Use of a secondary material, texture or color that is visually contrasting throughout the length of the wall on at least twenty (20) percent of the wall surface.

Option 4: Decorative features, such as columns or a continuous overhang cap along the length of the wall.

Option 5: A variety of shrubs, trees and/or vines covering or overhanging at least one-third (1/3) of the wall length.

3) Articulation

Walls adjacent to retention areas, trails, parks or other active open space shall incorporate regular undulation or variation in materials.

8. Mechanical Equipment and Utilities

a. Utility cabinets of any height shall not be located within sight visibility triangles (per Engineering Department detail) associated with driveways and road intersections.

b. Mechanical equipment, ground and roof mounted, shall be screened from public view.

c. For projects abutting single-family residential homes, mechanical equipment shall be screened from all adjacent second story windows. Roof access ladders and roof drains/downspouts shall be internalized within the building.

d. All gas tank vent piping shall be screened from arterial streets and public view.

e. Noise generating equipment should be located away from residential units, public spaces, and pedestrian areas.

f. Backflow preventers for landscape irrigation and domestic water shall not be located at visually prominent locations and shall be well-screened with shrubs, berming, or low-screen walls.

9. Grading and Drainage, Wash Crossings & Structures

a. Site design should respond to the topography, vegetation/landscape features and drainage characteristics of the site.

b. Site grading should emulate the natural characteristics of the site's underlying topography. Finished floor elevations of buildings and parking areas should transition with the grades of the site.

c. Site designs should incorporate and retain features of the natural environment such as drainage ways, associated vegetation masses, and mature specimen trees.

d. Drainage crossings shall utilize decorative railings consistent with the thematic character of the development.

e. The determination whether a railing is warranted for a specific crossing shall be made by the City Engineer or designee.



















Lake Pleasant Parkway Streetscape Guidelines

The primary design concept for Lake Pleasant Parkway is based on the Parkway's namesake — Lake Pleasant. This concept presents itself in the form of underlying 'waterway' or 'wave' elements in wall design, landscaping, artistic endeavors, and hardscape patterns and materials. The purpose of this section is to document the design expectations for the development of landscape aesthetic treatments for the Lake Pleasant Parkway in a clear format. This chapter advances and encases the concepts accepted by the City Council in the *2005 Lake Pleasant Parkway Design Theme Manual*.

The goal is to create the iconography that will function throughout the City of Peoria as a timeless identifier. The principles and guidelines contained in this chapter are intended to meet the following goals and objectives:

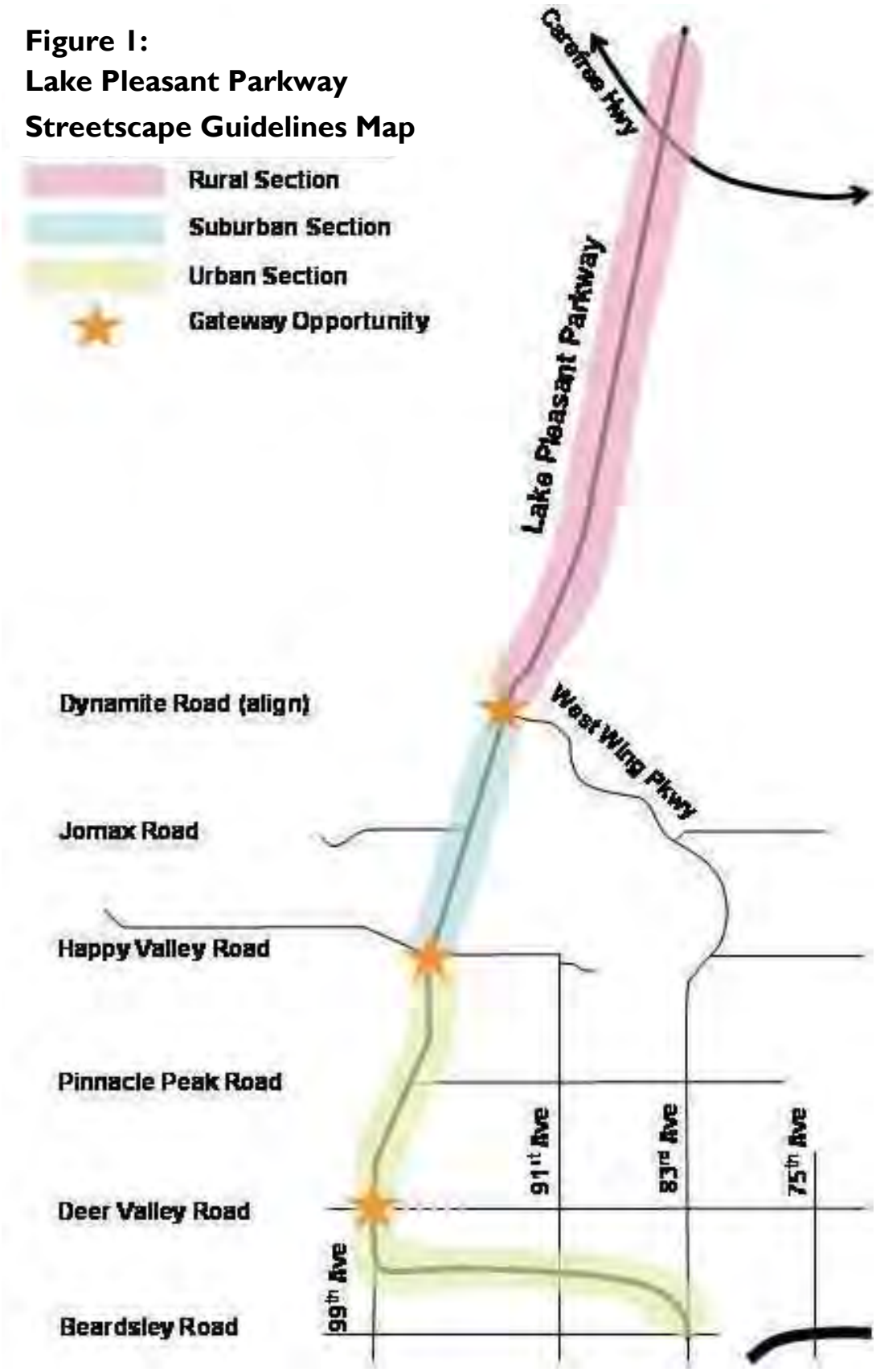
1. Create a signature transportation corridor for the City with a strong identity implemented through creative design;
2. Create a set of written guidelines clearly outlining the Lake Pleasant Parkway aesthetic criteria and physical components;
3. Discourage unwanted mid-street pedestrian crossings through design and plant selection;
4. Introduce opportunities and design parameters for the display and integration of public art into the streetscape and through functional amenities in public areas (e.g., bus stops, utility boxes screening, lighting fixtures, sidewalks and crosswalks, trash receptacles);
5. Create physical and visual link between the City and Lake Pleasant;
6. Preserve, protect and enhance important visual resources throughout the corridor;
7. Define a visual theme through medians designed with distinctive landforms, plantings and architectural features; and
8. Create an icon capable of functioning successfully in multiple applications, indicative of both the Parkway and the broader Peoria image.

1. Applicability

The principles and guidelines in this chapter will apply to the median and edge treatments for the Lake Pleasant Parkway corridor as depicted in the figure on the adjoining page. The design theme will be implemented through Capital Improvement Projects (CIP) and new development applications.

The City has established a series of zones along the Parkway, based on existing and proposed land uses and densities. (See Figure 1) These zones have been labeled 'Urban', 'Suburban' and 'Rural' in concert with the zones established in the Zoning Ordinance. Medians and right-of-way landscape areas will be treated accordingly depending upon the zone in which they occur.

Figure 1:
Lake Pleasant Parkway
Streetscape Guidelines Map



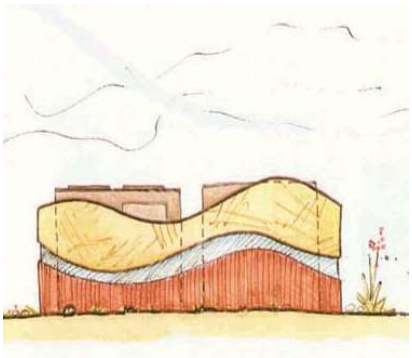
2. Existing Context



The Parkway currently touches portions of Fletcher Heights, Camino A Lago, Lake Pleasant Pavilions, Lake Pleasant Town Center, Pleasant Valley Ranch and Cibola Vista Resort and Spa among other existing and proposed residential and commercial developments. The Lake Pleasant Parkway corridor passes through various types of terrain. It begins in a highly urbanized area in the southern portion of the corridor and continues north through undeveloped creosote flats and hillside areas along the northern half of the Parkway. As the Parkway heads north, additional view corridors have been maintained on both sides of the right-of-way to ensure the preservation of the mountain views looking north of Lake Pleasant.

3. Design Standards

Design standards are parameters set forth to ensure that the design philosophy is carried out in a satisfactory manner. The standards established below shall supersede other City Code and Design Review requirements for median design and development within Lake Pleasant Parkway corridor.



This section of the Design Review Manual is intended to guide the landscape, wall, and artwork design located in all medians along Lake Pleasant Parkway to ensure a cohesive design theme along the entire corridor. In addition to guiding median design, this section is also used to influence the design of landscaping, public art, and walls for all private development adjacent to the Parkway.

1. Walls

a. Walls shall be used in medians to provide a vertical surface to accentuate thematic concepts and artistic elements.

b. Walls shall exhibit warm earth tones, gold, rust, red, and yellows, accented with greens and blues.

c. Walls shall be accented with materials such as glass block, stone, tile or other suitable materials to add visual interest and texture changes.

d. Median wall sections shall be curvilinear in design. Walls or wall patterns shall undulate vertically to represent 'wave' theme. Physical separation of wall segments is strongly encouraged.



e. Provide nighttime interest using low level lighting.

f. Drainage outflow aprons or headwalls should be made from materials used in the median "wash". At a minimum, these items shall be dyed/stained or painted to reflect the predominant color found in the area, however the preferred design will incorporate stone facades and enhanced railing.

2. Berms

a. Walls shall be used in medians to provide a vertical surface to accentuate thematic concepts and artistic elements.

b. Berming shall occur along all walls within the medians and edge treatment.

c. Berms shall be formed in a manner that will support plant growth and reduce the likelihood of scouring and/or the unintentional movement of landscape materials. Ideally, berming will enhance the 'wave' theme by creating the illusion of the wall diving in and out of the terrain.

d. Height and design of berming shall be consistent with the regulations found with the Peoria Engineering Standards Manual.

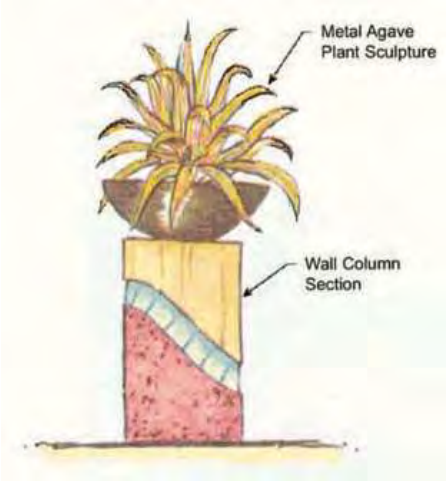


3. Architectural Sculpture Elements

a. Elements shall be concentrated in areas of heavy use and visual prominence.

b. Elements shall be incorporated into streetscape amenities such as bus stops, pedestrian rest areas, or simply as stand-alone focal points for public art displays.

c. Sculpture elements shall be located outside of sight visibility triangles, rights-of-way, and utility easements. Deviations from this spacing may be supported depending on specific site conditions.



4. Landscaping

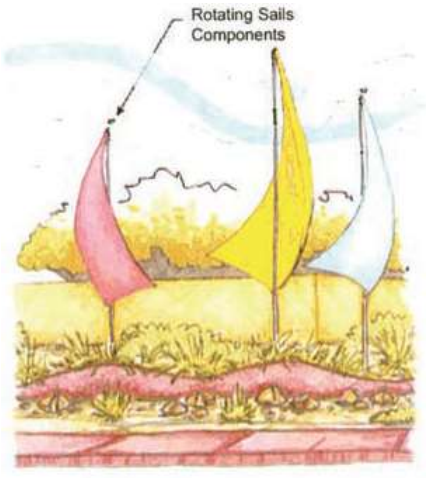
a. The species and density of landscape materials shall meet or exceed the right-of-way planting standards found in the Zoning Ordinance. Median right-of-way landscape area shall be included as part of the required right-of-way landscaping calculation for properties adjacent to Lake Pleasant Parkway.

b. Plant species shall be selected from the Arizona Department of Water Resources (ADWR) Landscape Planting Materials list. This list includes a preliminary plant palette of drought tolerant/low water use plants with bold forms and colors.

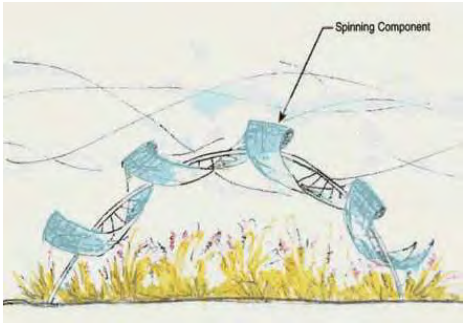
c. All required right-of-way landscaping shall be located outside of the ultimate right-of-way.

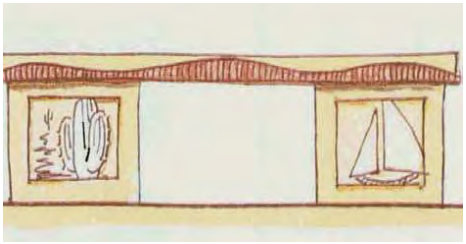
   Interim rights-of-way shall be landscaped with shrubbery, groundcover, and dust proofing with the understanding that future improvements will eliminate this landscaping.

d. Inert materials shall include: decomposed granite, cobble, riprap, salvaged soil, native boulders, river rock, rock mulch, and desert wash sand.











5. Public Art

Artistic expressions, either integrated into streetscape elements or as individual creations, should be used to enrich the experience of public spaces and to mark or signal a specific "place".

a. Opportunities for public art include:

- Seating areas and bus stops.
- Gateways areas.
- Subdivision entries.
- Trailheads.
- Public facility entries.

b. Theme ideas should include:

- Sails or interpretive sail shapes.
- Watercourse shapes/forms.
- Interpretative desert plant shapes or replicated plants.
- Gabion pillars used to influence water flow or to enhance wall placement and bus stop design.
- Wind spirals - kinetic art or the appearance of kinetics, without becoming distracting or unsafe.

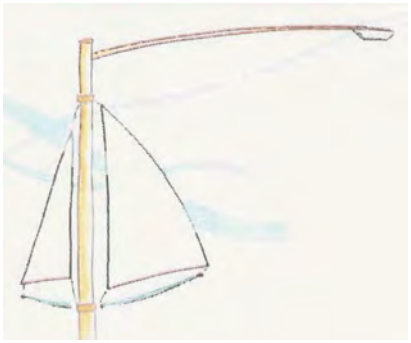
6. Gateways and Trailheads

Gateway opportunities for Lake Pleasant Parkway should reinforce the design theme in areas of the right-of-way. Gateway and trailhead areas welcome the public and punctuate the streetscape theme, linking the pedestrian and vehicular user. A gateway, corner treatment, or trailhead should combine the large visual scale of median requirements with the detail interest and creativity of the artistic requirements. Possible gateway locations are identified in **Figure 1**.

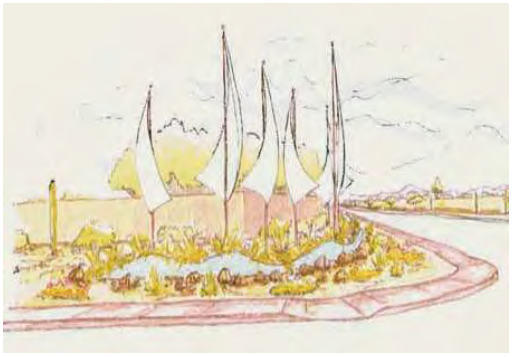
a. All sides of an intersection should be used to incorporate the theme elements of art, landforms, plantings, and lighting.

b. To provide a sense of arrival at all themed gateway or trailhead areas, the following elements should be incorporated:

- Entry monument or sculpture, water feature or other identifying element consistent with the area and/or the theme established through a particular zone of the Parkway.
- Themed Landscaping.
- Public Art.
- Signage.
- Seat and/or Decorative Walls.







7. Lighting and Banners

To the maximum extent possible, these elements should share the theme of the particular Parkway zone in which they are located and should be of a scale that is compatible with the pedestrian environment

a. Decorative lighting should include:
   - LED's incorporated in walls.
   - Tree and shrub lighting.
   - Low-level bollard lighting in pedestrian areas.

b. Pole lighting should include:
   - Paint colors that enhance/reinforce the theme palette.
   - Banner opportunities, such as panel or sail banners.





8. Streetscape Amenities

a. Streetscape amenities should include furniture, lighting, trash receptacles, and bike racks to provide functional convenience for Parkway users.

b. Streetscape amenities should integrate art and iconic elements.

c. Streetscape amenities must be selected to reinforce the design theme through their shapes, colors, and materials.

d. Right-of-way landscaping and groundcover for all projects along Lake Pleasant Parkway should continue adjacent landscaping themes to the extent feasible.



4. Character Areas Design Concepts And Guidelines

The primary design concept for Lake Pleasant Parkway is based on the Parkway's namesake— Lake Pleasant. This concept presents itself in the form of underlying 'waterway' or 'wave' elements in wall design, landscaping, artistic endeavors, and hardscape patterns and materials.

The City has established a series of zones along the Parkway which were created based on existing and proposed land uses and densities. These zones have been labeled 'Urban', 'Suburban' and 'Rural' in concert with the zones established in the General Plan Land Use Element. Medians and right-of-way landscape areas will be treated accordingly depending upon the zone in which they occur. The following design guidelines are intended to illustrate the vision for each zone along the Parkway and may be expanded depending upon the nature of each individual project.

1. Urban Zone

Through the General Plan Land Use Element defines the Urban Zone along the Parkway, all Commercial nodes as identified on the General Plan Land Use Map, will be subject to the Urban Zone design standards as provided below. The established view corridor setback criteria will remain as stated in the General Plan.

a. Thematic elements shall be contemporary in nature, but shall provide a range of materials, colors and forms that maintain the 'wave' theme. Use of stone, split face block, brick, or other materials associated with texture is discouraged. Materials such as smooth block, glass block, tile, smooth finish stucco, or similar materials are encouraged in the Urban Zone. Deviations from these materials may be considered if a severe contrast with surrounding architecture is demonstrated.

b. Built elements such as walls, bus stops, and pedestrian amenities shall reflect regional architecture types.

c. This zone shall contain the highest concentration of artistic elements and public art.

d. Plantings shall be formalized and of the highest density, with a high concentration of flowering species and street trees.

e. Walls shall be:
   - Placed in grouped series of segments in lieu of a single long segment.
   - Less curvilinear and possibly straight runs of walls parallel to traffic lanes, often overlapping each other to form canal-like runs.
   - Architectural forms, with level or angled surfaces and edges.
   - Reflecting architectural themes with bright solid areas of colors.
   - Enhanced with low-level lighting, possibly tinted to complement the colors of the wall itself.

f. Berms shall be constructed with defined edges and/ or man-made forms.

g. Architectural sculpture elements shall be distributed throughout median areas in clusters of five (5) to seven (7) elements for every five hundred (500) linear feet where medians are wide enough to allow them. If unable to provide these quantities in the median, the option to provide in the adjacent right-of-way landscape areas is strongly encouraged where appropriate.

h. Inert materials shall include decomposed granite, cobble and riprap. Colors shall be primarily browns with assorted accents of blues, greens, and grays.

2. Suburban Zone

Located between Happy Valley Road and Dynamite Boulevard.

a. Theme elements shall mimic organic, interpretative shapes of the surrounding desert landscape.

b. Built elements shall be less dense in median design than what is found in the Urban Zone.

c. Architectural sculpture elements and public art opportunities shall be where medians are wide enough to allow them. If unable to provide these within in the median, providing them within the landscape areas adjacent to the right-of-way is strongly encouraged where appropriate.

d. Plantings shall be a mix of naturalized forms and bold accents, but shall be planted with lower-level and less clustered plantings than in the Urban Zone.

e. Walls shall be:
   - More curvilinear in form than in the Urban Zone and shall begin more pronounced vertical undulation.
   - Constructed in overlapping segments to offer visual relief and opportunities for the placement of artwork.
   - Man-made forms inspired from natural forms with the 'wave' theme incorporated into wall elevation through use of materials and colors. Materials with a more natural feel and/or coarse textures may be transitioned into wall design.
   - In muted desert tones having accent areas of bold solid tones.

f. Berms shall have softened edges.

g. Inert materials shall include decomposed granite and salvaged soil, cobble, river rock, and blended riprap with native boulders. Colors shall be those native to the area surrounding Lake Pleasant Parkway, mixed with richer browns accented with blues, greens, golds, reds, and grays.

3. Rural Zone

Located north of Dynamite Boulevard.

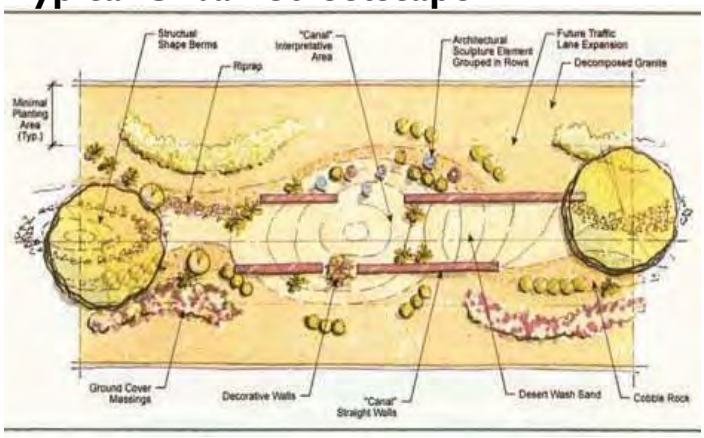
a. Theme elements shall integrate organic shapes that mimic the surrounding desert forms.
b. Constructed theme elements shall be placed at ratios that are less dense, but equally as meaningful as what is provided in the Suburban Zone.
c. Architectural sculpture elements shall be provided where medians are wide enough to allow them. If unable to provide these within the median, the option to provide in the adjacent right-of-way landscape areas is strongly encouraged where appropriate. In this zone only, public art features may be concentrated at intersections or other focal points.
d. Plantings shall reflect the surrounding desert, with less formal groupings and more natural plant densities and species.

e. Walls shall be:
   - The lowest of the three (3) zones in order to maximize views and minimize visual distraction.
   - Designed to maximize vertical and horizontal undulation in conjunction with integrated berming.
   - Separated into multiple segments with sections overlapping by five (5) to ten (10) feet.
   - Constructed of coarse textures and natural materials including stone, rock-filled gabions, block, and other similar materials.

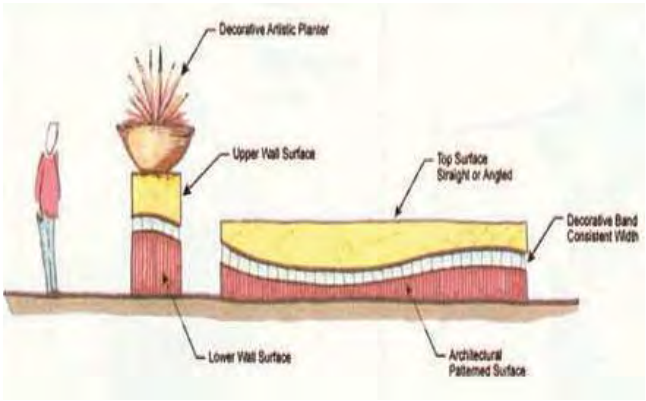
f. Berms shall be naturally shaped and have softened edges.

g. Inert materials shall include decomposed granite and salvaged soil, cobble, river rock, and blended riprap with native boulders. Colors shall be those native to the area surrounding Lake Pleasant Parkway, mixed with richer browns accented with blues, greens, golds, reds, and grays.

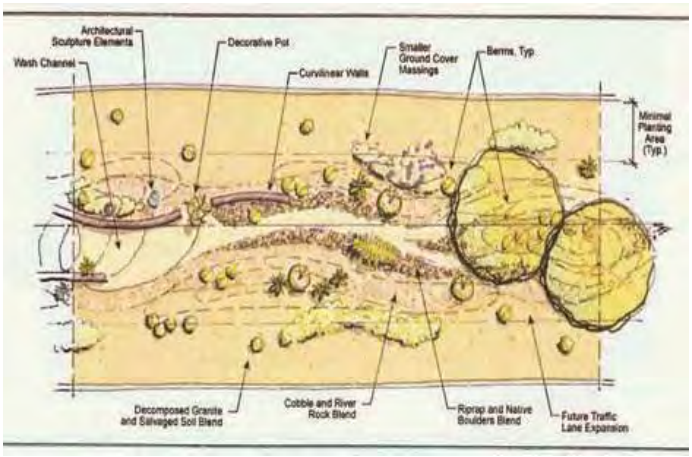
Typical Urban Streetscape



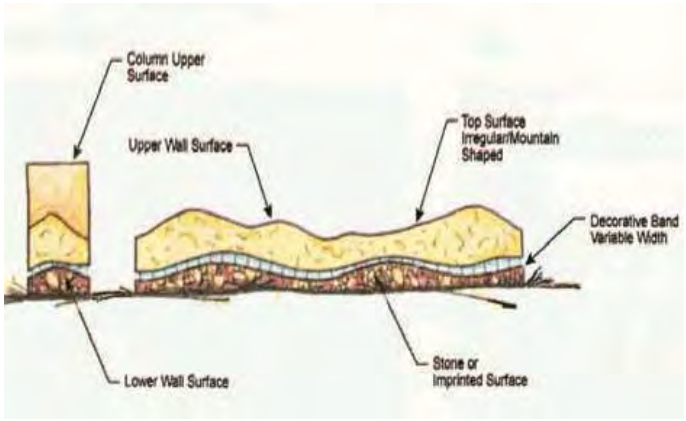
Typical Urban Wall Design



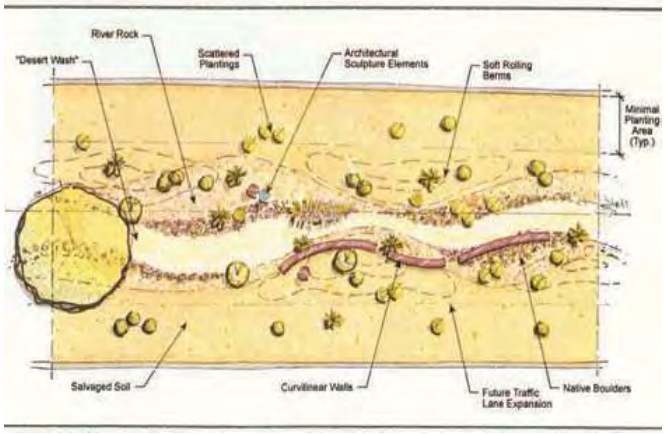
Typical Suburban Streetscape



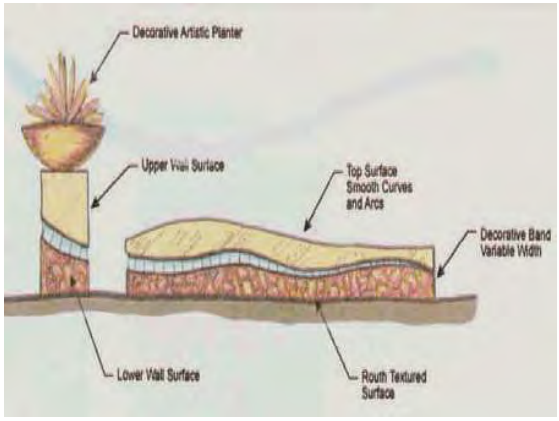
Typical Suburban Wall Design



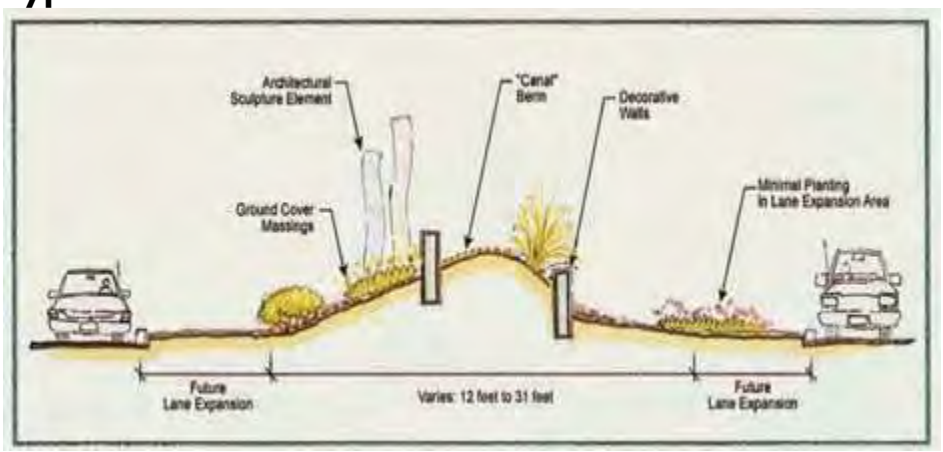
Typical Rural Streetscape



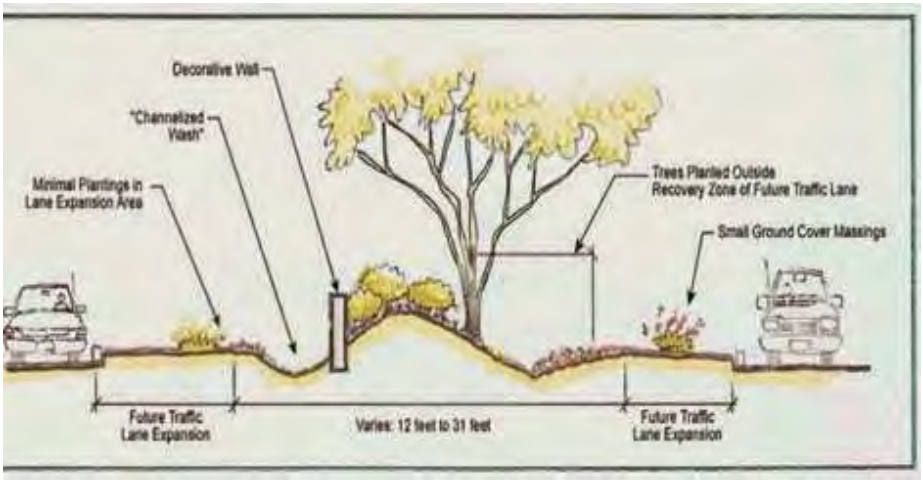
Typical Rural Wall Design



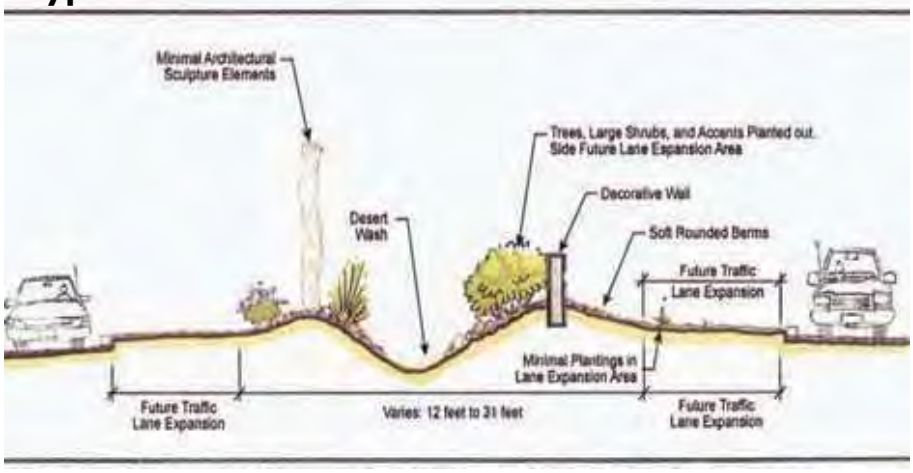
Typical Urban Cross Section



Typical Suburban Cross Section



Typical Rural Cross Section







CHAPTER 5

BUSINESS PARK & EMPLOYMENT

By nature, business commerce industrial developments serve users that require large spaces for indoor and/or outdoor operations. In particular, industrial development is often characterized by large buildings with service and loading areas that dominate the architecture, and a large quantity of parking. Therefore, there is a recognition that these types of buildings have more of a utilitarian function than commercial buildings and therefore have a different set of tools to achieve design excellence. However, both business park and industrial developments can be designed to positively contribute to the overall character of an area through intentional use of massing and scale, colors and materials, architectural design, building orientation and placement, façade articulation, among others. Business park and industrial lots should provide a pleasant and accessible work environment, contribute to the city's overall image and identity, and coexist appropriately with adjacent developments.

BUSINESS PARK AND EMPLOYMENT

A. DESIGN OBJECTIVES

The purpose of these design guidelines is intended to promote high quality site and building design, convey design expectations, and ensure consistent application of those expectations. As such, the objective of these guidelines is to provide clear design direction for property owners, developers, and design professionals as they are designing their projects, as well as serve as the basis for project review by the City in evaluating projects.

In certain cases, existing or adjacent development, specific site characteristics, operational needs, or other factors may make strict application of design and development requirements impractical. Given these constraints, the guidelines provided herein are intended to be balanced and provide flexibility to meet those operational restrictions while still allowing for creativity and innovation in design.

B. BUILDING FORM & ARCHITECTURE

The visual impact of business employment and industrial buildings not only depends on its size, but also its uses. For example, because of their nature, industrial buildings are large and massive when utilized for manufacturing and warehousing. Alternatively, business parks will have a significantly larger office component. Within both of these settings, greater examination and focus is placed on those publically viewable design elements.

1. General Design

a. The highest degree of architectural detail should be focused on a building's public frontage.

b. Stand-alone sites within larger employment developments should maintain a consistent or complimentary architectural vocabulary. However, exact replication of adjacent building designs are discouraged.

c. Where the building frontage cannot be broken up due to operational constraints such as manufacturing or warehouse space, articulation of the building should be achieved through the use of texture, color, material changes, shadow lines, and other facade treatments that add visual interest and avoid large monotonous facades.

d. Exposed drainage or industrial systems and equipment viewable from the street shall be integrated into the building design as an architectural element where practical.

e. Stairways or elevators to upper levels shall be located within the building unless otherwise approved by the Zoning Administrator.

2. Entries

Primary entries should be clearly defined and distinguishable from the street. Design elements leading up to primary entries shall work together to facilitate the transition from public to private spaces, provide order to a streetscape, and help orient visitors. More specifically:

a. Buildings should have a strong relationship to the street, including a functional public entrance that is also a visual focus for the building. In place of a street oriented public entrance, a strong pedestrian connection that establishes a sense of formal public entry may be substituted.

b. Entries should be oriented toward the predominant public view, usually the street frontage. This allows the public to more easily determine where the front entrance is located and provides a more attractive street frontage.

c. Where large buildings front multiple streets, consider providing multiple entrances that are connected to a central lobby. This allows greater access from different street facing facades for better pedestrian and customer connectivity.

d. Entrances should be clearly defined with a massing change or design element such as a functional canopy, trellis, awning, and/or other treatments such as vertical architectural features or unique building colors or materials to connect the building with its surroundings and provide frontage that interacts with the sidewalk and public realm.

e. Primary entries should incorporate enhanced ornamental landscaping, low-level decorative walls, monument type signs, and/or decorative paving to emphasize site access locations.









3. Massing & Articulation

Due to the inherent character of industrial sites, special attention should be provided to the massing and scale of buildings to prevent bulk and large blank walls. Buildings with expansive facades shall utilize massing changes and other architectural treatments to reduce the visual bulk to a human-scale level.

a. Encouraged architectural qualities and design elements for buildings include:
   - Variety of building indentations, architectural details and materials;
   - Building entry accentuation;
   - Screening of equipment and storage areas; and
   - Landscaping to soften building exteriors.

b. Elements to avoid or minimize include:
   - Large, blank surfaces;
   - Exposed, untreated concrete block wall expanses;
   - Loading docks or facing the street;
   - Exposed mechanical equipment;
   - Highly reflective surfaces;
   - Use of barbed wire and razor wire.

c. Massing can be reduced through a number of design techniques, such as:
   - Recessing floors above the first story, including but not limited to providing vertical or horizontal offsets in the wall surfaces;
   - Articulating details around doors, windows, balconies, plate lines, cornice treatment, reveals, changes in texture, or other methods of visual relief;
   - Avoiding long, repetitive facades that repeat the same design element along the elevation.

d. Utilize horizontal massing changes to break up long facades and highlight features such as entries and corners.

e. All concrete pre-cast/tilt-up buildings shall be designed to have an exterior appearance of a conventionally built structure utilizing surface treatments such as stucco, plaster, glass, stone, brick or decorative masonry.

f. Pre-cast walls/tilt-up shall incorporate reveals, recessed panels, recessed windows and/or molding to articulate the building exterior.

4. Roof Planes

a. A pitched roof element should be provided over the entry and/or office portion of the structure, where feasible.

b. Variations in building height and roof forms should be used to reduce the scale and avoid long, continuous rooflines.

c. Parapets shall have sufficient articulation of detail, such as precast treatments, continuous banding (contrasting paint color), or projecting cornices, lentils or caps.

5. Colors and Materials

Employment and business commerce buildings are expected to utilize quality materials in their design. The use of various materials, whether masonry, concrete texturing or block used as an accent, glass, stucco, stone, or marble can produce effects of texture and relief that provide character. Buildings should include vertical and horizontal building wall plane relief including projecting and recessed wall plane elements, metal awnings, asymmetrical design, paint color and building material variation, and enhanced covered front entry design through glazing, recessed elements, lighting, and like elements.

a. All buildings should use materials that are durable, easily and economically maintained and of a quality that will retain their appearance over time.

b. Variations in building materials, finish textures or color should be utilized on public facing wall surfaces to create visual contrasts and break up the building façade.

c. As the context dictates, a vibrant and/or distinctive color palette shall be employed to create variety and interest to exterior elevations.

d. Employ a range of colors to allow variety while also unifying the development visually.

e. Bright primary colors shall be limited to trim, doors and accents, or architectural features only.

f. All metal buildings and concrete tilt-up buildings must be designed to have an exterior appearance of conventionally built structures. Exterior surfaces should include portions of stucco, plaster, glass, stone, brick, or decorative masonry. Stock metal buildings are not permitted structures.

g. Apply materials in a manner that corresponds to variation in building massing. Wrap outside corners to avoid a tacked-on appearance.

6. Exterior Lighting

a. Entries should use accent lighting that creates a focal point, such as the use of recessed fixtures over door locations.

b. Consider using Energy efficient lighting types, including LED lighting. Glare must be minimized by using soft or reflected lighting. This helps create a sense of security, but also enhances the pedestrian experience. Lighting must be directed down or in a manner so as not to cause night sky pollution, nor flood any adjacent uses or sites.

c. Fixture designs used shall be harmonious with the building design, and with the architectural theme of the overall project, including sites containing multiple buildings.

d. Highlighting of significant architectural features, site elements, and artwork with accent lighting should be considered. Lighting an entire building or major portion thereof is discouraged.








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EPIC



C. SITE DESIGN

Guidelines address issues of area compatibility, project function and aesthetics. They seek to assure that new industrial development preserves or improves the economic development goals and objectives of the City while avoiding negative impacts on adjacent industrial, commercial, or residential uses. The guidelines encourage functional and safe vehicular and pedestrian circulation, connections to public transit, and energy efficiency. Quality landscaping and excellence in building design are intended to contribute to the positive character of industrial areas and the overall image of the City. To that end, flexibility in the application of guidelines is possible to promote creative alternative solutions for individual projects.

1. Site Layout and Orientation

a. Orient and design buildings to maximize opportunities to take advantage of passive solar heating and cooling to the greatest extent feasible.

b. Locate customer service, retail and office components of the use closest to the public street frontage to provide a clear point of entry and minimize the building's visual dominance from the street.

c. Architectural enhancements, special landscaping, hardscape treatments and other design features that will provide visual interest should be concentrated in areas visible from public view and public areas within the site. This includes views from streets, freeways, and the public areas of adjacent properties.

d. Site design shall incorporate elements that enhance the pedestrian environment, such as features that reflect human scale, the use of covered walkways for the shelter and shade of the pedestrian and richness of materials at the pedestrian level.

e. Buildings should be sited so that the windows and doors of one unit are visible from another.

f. Loading and service areas shall be oriented away from public streets and residential properties to the greatest extent possible.

2. Access and Circulation

a. Driveway access points and internal circulation should be located as far away as possible from residential properties, schools, parks, and other sensitive uses.

b. Public onsite circulation should not route through loading, service, and refuse areas.

3. Pedestrian Walkways and Paths

a. Lighting shall be provided within public spaces and along all pedestrian routes to provide visual interest as well as to serve a security function.

b. Lighting shall be adequate to delineate paths of travel, building entrances and open spaces but shall not be excessively bright.

c. If bollards are warranted to separate pedestrian walkways or activity areas from circulation routes, bollards shall complement the character of the development through finishes and style. Corporate colors applied to the bollards are expressly discouraged.

4. Parking Lots and Structures

a. Entrances into parking lots should be defined by landscaping, architectural design or monitored by a guard.

b. Paved surfaces shall be minimized through the incorporation of alternative surfaces where possible.

c. Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces.

d. Light fixtures shall be sited, directed and/or shielded to prevent spot lighting, glare or light spillage beyond property lines.

e. Parking canopies shall incorporate a design utilizing color and materials similar to the those of the principal structure or center on the site.

5. Landscaping and Shading

a. Architectural enhancements, special landscaping and hardscape treatments and other design features that will provide visual interest should be concentrated in areas visible from public view and public areas within the site. This includes views from streets, freeways, and the public areas of adjacent properties.

b. Provide shaded plazas and public amenities where employees can take advantage of recreational uses. Such improvements should be appropriate for the intended users. Outdoor public spaces and amenities used for sitting, eating, and gathering are an employee benefit and should be designed into the project. Where provided, they should be located away from loading, storage and trash areas, and should be provided with shade, seating, trash receptacles, etc.

c. Landscaping or other design solutions should be provided in appropriate locations along the building edge to soften the transition between paved areas on the ground plane and building materials on the vertical plane.

d. Canopy trees should be used in public parking areas to reduce the impact of large expanses of paving and to provide shade as well as to reduce glare and heat build-up.

e. Use of native vegetation and low water plants shall conform to the Phoenix Active Management Areas Low Water Use Plant List, and be planted in conjunction with an efficient water system.

f. Provide low maintenance landscaping that encourages retention and planting of native vegetation and minimizes the use of lawns, fertilizers and pesticides.

g. "Hostile Vegetation" such as ocotillo, cacti, or other plant types that discourage pedestrian movement or vandalism should be placed under windows or adjacent to long, remote expanses of perimeter walls which are not otherwise designed as an amenity.

h. Landscape design should not preclude visibility or surveillance capabilities to common areas and units.

i. Plants should be used to define building entrances, parking lots, and the edges of various land uses. Plants should also be used to buffer and screen neighboring properties. Consider safety, environmental impacts, and accent elements when selecting and locating landscaping features.

6. Screening & Buffering

a. Loading, Service, and Refuse Areas

1) Outdoor loading, service and refuse areas shall be integrated into the building design to conceal them from view to the greatest extent feasible or shall be oriented away from arterial streets and abutting residential areas.

2) Where it is not practical to locate the loading, service, and refuse areas pursuant to Subsections (1) above, they shall be screened from view by:

   A decorative wall or fence at least eight (8) feet tall that incorporates similar finishes, materials, and details of the primary buildings, or an alternatives that meet the intent of this section as approved by the Zoning Administrator.

3) Roll-up doors should be recessed a minimum of twelve (12) inches into the building to provide a shadow line. Unless they are completely screened from view, roll-up doors facing residential areas are prohibited.

4) Service and roll-up doors shall be painted to match the building or trim colors.

5) Locate and orient all loading, service, and refuse areas away from arterial streets, abutting residential areas, and public space.

6) Trash enclosures shall be safely sited to avoid blind spots and/or hiding areas.

b. Walls and Fences

1) Materials and Texture. Acceptable wall materials include but are not limited to:

- Stucco over concrete masonry unit (CMU);
- Stabilized adobe;
- Split face blocks;
- Slump blocks;
- Bricks;
- Stone;
- Curved interlock blocks;
- Wood;
- Tubular steel;
- Wrought iron bars;
- Other grillwork; or
- A combination of these materials.

2) Materials not specifically manufactured for fencing shall not be used.

3) Where security fencing is required, it shall comply with the Zoning Ordinance standards.

c. Mechanical Equipment and Utilities

1) Utility cabinets of any height shall not be located within sight visibility triangles (per Engineering Department detail) associated with driveways and road intersections.

2) Mechanical equipment, ground and roof mounted, shall be screened from public view.

3) For projects abutting single-family residential homes, mechanical equipment shall be screened from all adjacent second story windows. Roof access ladders and roof drains/downspouts shall be internalized within the building.

4) All gas tank vent piping shall be screened from arterial streets and public view.

5) Noise generating equipment should be located away from residential units, public spaces, and pedestrian areas.

6) Backflow preventers for landscape irrigation and domestic water shall not be located at visually prominent locations and shall be well-screened with shrubs, berming, or low-screen walls.





CHAPTER 6

OLD TOWN CORE

The Old Town Core area encompasses the historic townsite area at 83rd and Washington Avenues and is the heart of the City of Peoria. This original residential, commercial, and civic area of the community contains historic structures and is the current location of primary civic operations of municipal government including City Hall, the Community Center and the Peoria Center for the Performing Arts.

Within the *PlanPeoriaAZ 2040,* the Old Town Core is envisioned as a vibrant, walkable, mixed-use area for civic, historic, residential, commercial, and employment uses. As such, reuse of historic buildings, along with contextually sensitive new development are encouraged. Development within this area should have a strong street presence, supported by wide sidewalks with good pedestrian amenities and lighting.

The design guidelines incorporated into this section are intended to help preserve the existing character of Old Town Core and ensure that new development employs elements that are consistent with the existing patterns and character. The guidelines are also meant to ensure appropriate transitions between districts to protect less intense uses from the impact of higher intensity uses.

OLD TOWN CORE



Figure 1: Peoria Old Town Core

A. Sense of Place

The intent of this section is to promote development with a unique sense of place for the Old Town Core (or "Core") area with standards that guide the design and programming of public spaces. Providing a unique sense of place for each project should be taken into consideration during the design process, whether it be initial construction or through redevelopment. Key design objectives include:

- Redevelopment and new development within the Core should acknowledge the importance of the "pubic realm" within the streets and other public spaces throughout the Old Town Core.
- Design within this area should be distinct, while still respecting the heritage and character of the Old Town Core.
- Utilization of design elements like public art, signage, or street furnishings to create opportunities for social interactions Design elements such as landscaping, street furniture, pedestrian-scale lighting, banners, public art, and interactive features should be carefully selected for their authenticity and compatibility with public improvements in the area.
- Endeavor to create outdoor "living rooms" through building siting and interaction with the streetscape, in addition to private and public space.





1. Public Spaces

a. Public spaces should be located near high levels of pedestrian traffic or in proximity to shops and services.

b. Developments should enhance adjoining public spaces by providing one or more of the following when possible:

   1) Pedestrian links to passages, paseos, and arcades to enhance connectivity.

   2) Plazas and courtyards.

   3) Parklets and seating areas.



c. Amenities within and adjacent to public spaces should include, but are not limited to:

   1) Furnishings such as formal and informal seating areas, trash receptacles, seat walls, etc.

   2) Shade in the form of landscaping, sails, canopies, canvas umbrellas at tables, or similar features.

   3) Focal elements such as public art, or similar elements.

   4) Decorative lighting such as decorative string lights, pedestrian lighting, accent lights, or similar features.

   5) Special event spaces such as stages or opportunities for mobile vending areas.

   6) Public restrooms, bicycle racks, and kiosks.







2. Signage & Wayfinding

a. Signage should be used as organizational features and establish a unique identity for Old Town.

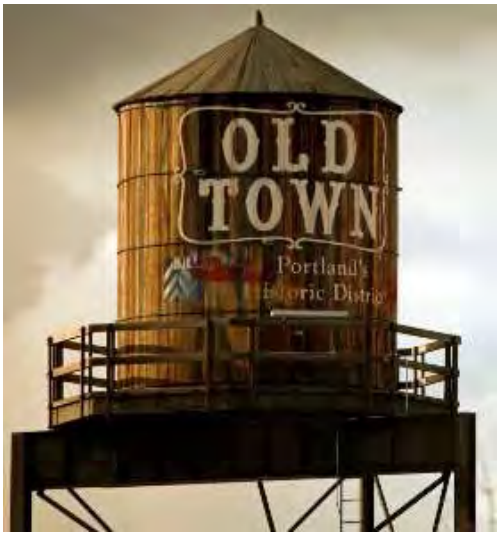
b. Signage should be cohesive throughout Old Town, yet provide opportunities for attractive distinction and creativity (e.g. whimsical).

c. Signage structures should be contemporary yet pay an homage to traditional downtown sign types (e.g. projecting signs), regional building practices, and natural materials found onsite like timber, steel and glass.

d. A hierarchy of signs should be developed, and each sign installed in Old Town should be of this same sign 'family', in terms of style, color, materials, and themes.

e. High quality gateway signage / features should be part of every major pedestrian and vehicle entrance into the Old Town Core.

f. Illumination of a sign should be done with the objective of achieving a balance between the architecture, historic character and the sign. Light intensity should not overpower the building or the street edge.





3. Promotion of Arts and Culture

Artwork can serve as a key component of placemaking by playing a significant role in defining the character of a community and contributing to the aesthetic quality of gathering spaces. These distinct visual elements can be either permanent or temporary, kinetic or stationary, stand-alone or integrated into the architecture and landscaping, and elevate a place into a destination, as well as serving as a wayfinding element.



Artwork can take many forms including:

- **Signature Artwork** – Iconic artwork that is significant, large-scale permanent artwork, serving as defining landmarks at major gateways into Peoria, and on major boulevards and intersections.
- **Wayfinding Artwork** - Wayfinding artwork is permanent artwork located near active vehicular and pedestrian corridors, which serves to connect key locations, enhance pedestrian circulation, and guide passage to and from destinations.
- **Temporary Artwork** - Temporary art installations are non-permanent artwork in a range of media and scale that are displayed for a limited amount of time. It serves to invigorate the pedestrian experience, enhance tourism, and pique awareness of the built environment.



In addition to independent or two-dimensional works, artwork should be integrated into the design of the site, buildings, and landscapes in publicly accessible and visible areas. These areas can include walls, floors and ceilings or other publicly accessible open space such as plazas, courtyards, colonnades or setbacks.

When integrated, artwork should retain an interpretative and individual component, and not be a mere extension of the design of the architecture, landscape architecture, interior design, etc.. Additionally, while artwork may reinforce the architecture and urban design objectives for the site, it is not to be used as a substitute for otherwise achieving these objectives.









The following guidelines shall be used in evaluating art as part of private development projects and within public spaces:

a. Streetscapes and public spaces should include art that reflects the culture and heritage of Peoria.

b. 83rd Avenue should be prioritized for art installations and branded as an 'Art Walk'.

c. Works of art should be accessible, drawing people through public spaces, but not impeding pedestrian flows.

d. Works of art should be compatible in scale, material, form, and context with their surroundings, to the extent possible. Consideration should be given to the architectural, historical, geographical and social/cultural context of the site.

e. Art installations should serve as a point of reference and landmark, welcoming and orienting residents and visitors to Peoria.

f. Artwork should be utilized to reinforce gateways, signature streets, gathering areas and neighborhood centers. It may also be located in areas where few people pass to create unique and special places for people to enjoy.

g. Artwork should be thoughtfully designed and installed in a manner that strengthens critical pedestrian linkages and enliven the overall experience.

h. Artworks should not block windows or entranceways, nor obstruct normal pedestrian circulation in and out of a building (unless such alteration is specifically a part of the experience or design of the artwork).

i. All forms of visual art may be considered.





B. BUILDING FORM & ARCHITECTURE

The intent of this section is to promote design and construction that supports and enhances the character of the Old Town Core Area through standards guiding building mass, roof forms, exterior materials, architectural detailing, and public space. The building standards established herein will reinforce the desired development patterns and produce development that utilizes quality materials and professional workmanship promoting longevity and sense of place.

1. Maintaining and Building Character

a. Encourage the preservation and adaptive reuse of historically designated and architecturally significant buildings in and around the Old Town Core to help maintain the area's character.

b. Adaptive reuse of historically and architecturally significant buildings shall preserve or enhance original facades and historic elements to the greatest extent feasible. New or replacement elements should visually match the original to the greatest extent possible.

c. New construction should be designed to be consistent with the existing form, character, scale, and massing of buildings on the surrounding blocks. Contemporary interpretations of traditional buildings, which are similar in scale and overall character to those seen historically in the Old Town Core, are encouraged.

2. Building Design and Form

a. Recognize that individual projects are the "building blocks" of great streets. This requires particular attention to the way the building meets the sidewalk, providing a transition to the pedestrian scale, and selection of elements that activate the street.

b. Support walkability through sensitive design of the site, building and streetscape.

c. Secondary or non-entrance building facades that are visible from public streets or alleys should complement the primary façade.

d. Canopies / awnings should be used to provide shade when there is an insufficient or immature street canopy and shall be designed to reinforce the pedestrian scale of the building.

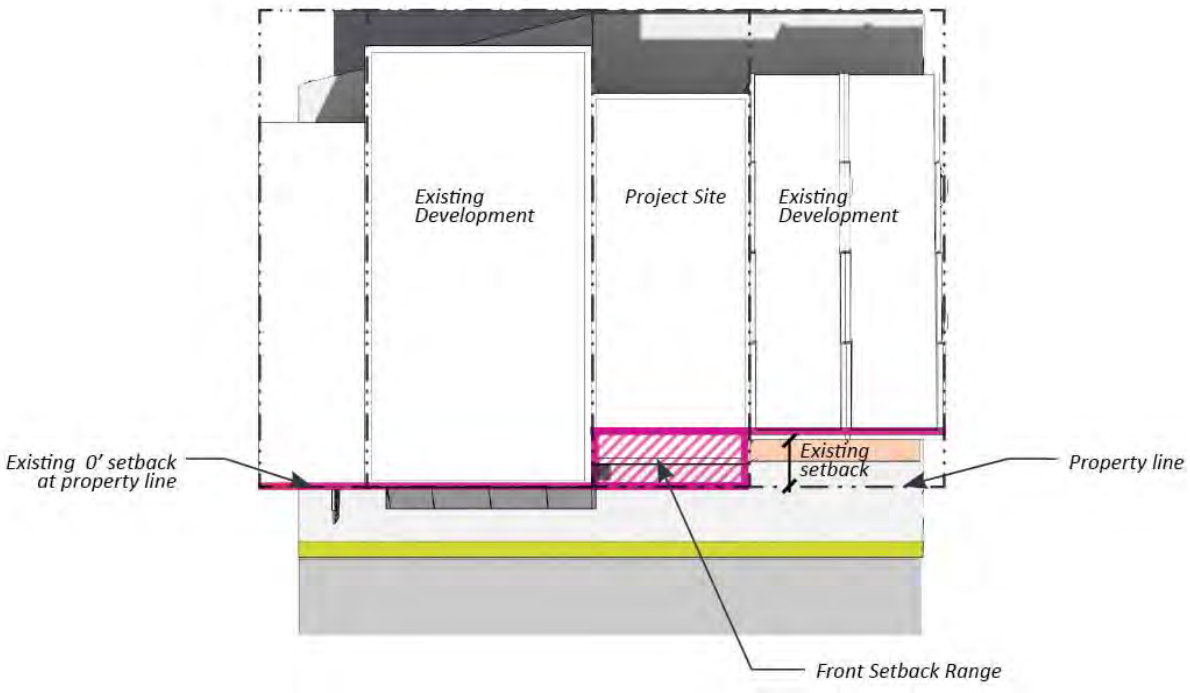
3. Building Massing & Articulation

a. Buildings should integrate architectural enhancements such as projecting balconies, building wall recesses and pop-outs, varied wall planes, arched dormers, varying roof slopes, decorative window treatments, brick or stone veneers, and color changes.

b. Storefronts should be designed to reinforce and promote the continuous pedestrian movement along the block.

c. Variations in the façade are encouraged to respond to building function and to create visual interest. At the same time, the front façade of new construction should be within the range of the front façades of the block face in which the project site is located in order to maintain a consistent street edge to the greatest degree possible. See **Figure 2**.

Figure 2: Front Setback Range on Block Face





d. Primary pedestrian entrances to each building shall be emphasized through variations in façade colors or materials, porticos, roof variations, recesses or projections, or other integral building forms.

e. Where individual units directly enter the street, urban residential frontage types should be utilized to offer transitional space between the public sidewalk and private dwellings. Urban residential frontages include, but are not limited to, stoops, walled courts, grade separated terraces, or other frontage types.

f. The following provisions apply to all mixed-use and non-residential developments within the Old Town Core Area:

   1) Façades shall be designed to provide a sense of human scale at ground level by providing a clear architectural distinction between the ground floor and all additional floors.

   2) Primary entrances shall be oriented toward the street and be clearly defined through one or a combination of the following strategies:

      i. Inclusion of a vestibule, porte-cochere, or enhanced covered area.

      ii. A recessed area that signifies a break in the building wall .

      iii. A canopy or awning positioned over the entry.

      iv. A change in wall materials, textures, or colors that frames the entry.

      v. The introductions of a distinctive paving material and/or pattern leading to the entry.

      vi. Be oriented directly across from or in line with adjacent plazas, open spaces or public gathering areas.

g. For every two hundred (200) feet of building length, there shall be at least one (1) plane-break along the facade comprised of an offset of at least three (3) feet in depth by twenty (20) feet in length.

h. Portals, arcades, canopies, trellises, awnings, or similar elements that provide shade or protection from the weather shall be provided along a significant portion of the length of facades facing a public street or space.















4. Colors and Materials

a. Buildings should use materials that are durable, easily, and economically maintained, and of a quality that will retain their appearance over time.

b. The designer should select durable and attractive materials that have been historically used in the area. While brick is the preferred exterior material, permissible building materials include but are not limited to a mixture of the following:

- Natural stone or stone veneer,
- Decorative concrete masonry units,
- Metal wall panel systems,
- Concrete finished to an architectural level,
- Rammed earth,
- Glass and glass curtain wall systems,
- Tile, and
- Stucco.

c. Canopies, trellises, and awnings should be of durable materials such as, but not limited to woven fabric, glass, metal, steel, or other permanent materials compatible with the building architecture.





















Old Town Core

5. Building Lighting

a. Light fixtures shall be compatible with the building architecture and development character of the building while directing the light downward or in a manner to preventing light pollution.

b. Fixtures within larger developments shall be consistent with respect to design, materials, colors and color of lighting.

6. Registered Historic and Significant Sites

a. Buildings that have been listed on the Peoria Local Register of Historic Places, the Arizona Register of Historic Places, or the National Register of Historic Places should be renovated in a manner which maintains the historic register status.

b. Prior to renovations, proposed changes to a registered historic building must be reviewed and approved by the Peoria Historic Preservation Commission through the Certificate of Appropriateness.

c. Buildings that are eligible for listing on any historic register should be maintained, renovated, and reused in a manner that does not degrade the structure's ultimate listing upon a historic register. Criteria that make a building eligible include:

   1) The property contributes to the major pattern of American history, whether that be local state-centric history or nationally.

   2) A building or structure is associated with historically significant people.

   3) The building is considered an extant example of distinctive architecture, for example Spanish Revival or Arizona vernacular architecture. This might include being designed or constructed as the work of a master, such as Frank Lloyd Wright.

   4) If a building is likely to convey information about the daily life of residents prior to the formation of the city or was central to or apart of events of historical significance.

   5) Being constructed fifty (50) years or more prior to the present year's date, although a building may be considered of historical importance if it is less than 50 years old.

d. New development being located where a previously significant building or notable event occurred, or has a connection to a prominent historical community member, should include a plaque or some other type of recognition into the design to acknowledge the site's significance in the fabric of the community.







C. SITE DESIGN

The intent of this section is to promote the design and placement of buildings, attractive pedestrian environments, and parking areas within the Old Town Core area that relate to each other and are integrated through design, scale, and intensity.



1. Site Layout and Orientation

a. Buildings should be oriented in a manner that promotes strong physical connections between public spaces and neighboring development.

b. Development should be compatible with the desired scale, massing, architectural features, solid-to-void relationships, and materials as indicated herein. Avoid designs that significantly interrupt the predominant scale of a street.

c. Building entrances shall be in scale with the overall façade.

d. New buildings shall be oriented parallel to their lot lines in order to respect the Old Town Core street grid.

e. The area between a building and its front setback / build-to line should be used for outdoor dining, entryways, sidewalk sales, and other pedestrian friendly activities.

2. Parking Lots and Structures

a. Parking Lots

1) Off-street parking, where provided, should be located at the rear or side of buildings, out of the view of public streets. Parking lots should not be sited to functionally interrupt or degrade the form and rhythm of a pedestrian-friendly streetscape.

2) Entrances into parking lots should be defined by landscaping, and architectural design.

3) Paved surfaces should be minimized through the incorporation of alternative surfaces where possible.

4) Intersection nodes formed by the intersection of drive aisles and pedestrian crossings shall be designed with decorative pavers or other architectural elements, intended to enhance awareness of the potential for conflicts between crossing vehicles.

5) Minimize impervious surfaces and break up or disconnect the flow of runoff over impervious surfaces. Where possible, use pavers in lieu of concrete slabs to enable more stormwater to infiltrate the ground.

6) Parking lots should employ LID strategies and direct surface runoff to landscaped water harvesting areas and/or rain gardens, including but not limited to, curb cuts to direct runoff into landscaped areas, porous pavement, pavers, infiltration trenches, native landscaped rain gardens, urban bioretention swales.

7) Parking canopies shall incorporate a design utilizing color and materials similar to the principal structure on the site.

8) Where appropriate, electric vehicle charging stations shall be provided and integrated within the parking lot.

b. Parking Structures

Parking structures should exhibit the same principals as good building design noted within this Chapter. Providing an exterior screen comprised of high-quality materials that conceal underlying concrete structure can elevate the building's stature and contribute to the overall quality of the Old Town Core's built environment.

1) Parking structures should integrate sustainable design features such as photovoltaic panels on the top deck, renewable materials with proven longevity, and stormwater treatment wherever possible.

2) Parking structures shall have an external skin designed to improve the building's appearance over the basic concrete structure of ramps, walls and columns. This can be achieved utilizing materials such as, but not limited to, heavy-gauge decorative metal screen, pre-cast concrete panels, or wood fins.

3) Elevators and stairs should be located on primary pedestrian corners and be highlighted architecturally so residents and visitors can easily find and access these entry points.

4) Signage and wayfinding should be integrated with the architecture of the parking garage.

5) Integrate public art and lighting into the structure's architecture to reinforce its unique identity and to aid in visitors easily finding the garages upon arrival.

6) Interior garage lighting should not produce glaring or light spillage towards adjacent residential units while maintaining safe and adequate lighting levels within the structure.





3. Pedestrian Walkways and Paths

a. Provide pedestrian pathways to connect the following:
   - Primary buildings with associated parking areas;
   - Pedestrian entrances with on-site primary building;
   - Public outdoor spaces;
   - Public sidewalks;
   - Any adjacent development;
   - Abutting public transit facility.

b. Passages in the form of Paseos or Arcades should be incorporated to maintain pedestrian connectivity and provide opportunities for gathering. Such passages are also evocative of the traditional function originally provided by Old Town's alleyways.

















c. Paseos

1) Facades fronting Paseos should incorporate adequate design detailing (storefronts, doors and/or windows, and accompanying trim, tile mosaics, wall fountains, etc.) that make them inviting for pedestrians.
2) Distinctive paving, landscaping and pedestrian amenities should be utilized to help demarcate Paseos.
3) Paseos that form a continuous pedestrian network over multiple blocks should have continuity of street furnishing and paving type/texture.

d. Pedestrian Street Lighting

1) Pedestrian lighting shall be provided along all pedestrian pathways and Paseos.
2) Provide a unified style of pedestrian light fixtures throughout all Old Town streets.
3) Pedestrian and street light fixture design shall be coordinated with other street amenities to unify areas with a distinct identity.
4) LED string lighting should be considered for specialty lighting along designated plazas and Mainstreet street typologies and within block passages such as Paseos.

4. Common Open Space Areas

Similar to most downtowns, Peoria's Old Town Core's common open spaces are comprised of the following:

- **Streets.** Streets are the most public of all open spaces. Streets communicate the quality of the public environment and the care a city has for its residents.
- **Residential Setbacks.** Building setbacks adjacent to residential buildings provide a transition between the public and private realm, allowing residents to have private spaces with visual access to the public realm.
- **Paseos.** Paseos are extensions of the street grid located on private property. As outdoor passages devoted exclusively to pedestrians, they establish clear connections among streets, plazas and courtyards, building entrances, parking and transit facilities.
- **Entry forecourts.** Entry forecourts announce the function and importance of primary building entrances. They should provide a clear, comfortable transition between exterior and interior space.
- **Courtyards**. Courtyards are common open space areas of a scale and enclosure that is conducive to social interaction at a smaller scale.
- **Plazas.** Plazas are common open space areas typically amenable to larger public gatherings. They are readily accessible from the street, as well as active building uses.
- **Corner Plazas.** Corner plazas should be appropriate in scale (intimate for residential, larger for commercial) and be programmed with specific uses (to provide outdoor dining for an adjacent restaurant, or small neighborhood gathering place featuring a public amenity). Un-programmed or over-scaled corner plazas are discouraged.
- **Roof Terraces.** Roof terraces and gardens can augment open space and are especially encouraged in conjunction with hotels or residential uses.

5. Private Open Space

Where multi-family residential units are proposed, the following guidelines for private open space shall apply:

- Patios and balconies shall meet or exceed sixty (60) square feet in area per unit.

Note: The above is intended to establish general guidelines for establishing appropriate private area open spaces for most projects; however, it should not be construed to restrict or prohibit projects from offering innovative open space and amenities to its residents. Alternatives or deviations may be considered during the site plan review process, subject to Zoning Administrator approval.


P
Boston






WALK
IN
WALK
UP















6. Street Furnishings

a. Provide abundant street furnishings, including but not limited to benches, trash and recycling receptacles, pedestrian lighting, vending kiosks, or other functional elements that support a vibrant street life.

b. Street furnishings should be placed to ensure that sidewalks remain as clear as possible and safe for pedestrian access. Where sidewalks widths are constrained, site furnishings may be accommodated within the required Landscape Zone, provided they are a minimum of two (2) feet from the curb.

c. The style and color of the various streets furnishings provided within all Old Town streets should be cohesive to ensure continuity throughout the district.





7. Landscape

a. Landscaping shall not be used to define and delineate public streets in a manner that discourages pedestrian travel within the Old Town Core area.

b. Landscape shall not be used as a substitute for building enhancements. Instead, landscape should accentuate the building's architecture utilizing trees with innovative tree grates to capture runoff and/or rain gardens, shrubs, flowers, and ground cover.

c. Tree canopies should allow sufficient room for growth without impacting building elements or impeding pedestrian and other modes of circulation.

d. Street trees should define the street and sidewalk, emphasizing use of tree species, size and spacing along a street to create a pleasant rhythm, and reinforcing the space of the street.

e. Tree grates, as well as other low-impact development methods should be used in areas where considerable commercial and pedestrian activity to increase sidewalk width, reduce safety hazards, and prevent compaction of the root-ball.

8. Loading, Service and Refuse Areas

a. Outdoor loading, service and refuse areas shall be oriented away from public view or concealed within the building design to the greatest extent feasible.

b. All refuse containers shall be in a roofed enclosure to prevent pollutant discharge and runoff during a rain event.

c. Trash enclosures should be safely sited to avoid blind spots and/or hiding areas while minimizing the prominence of the enclosure.

9. Mechanical Equipment & Utilities

a. All roof-mounted mechanical equipment shall not be visible from the curb on the same side of the adjacent public street or ground floor adjacent to the lot line of neighboring properties.

b. Ground-mounted mechanical equipment shall be located where it is not visible from public view to the maximum extent feasible.

c. When this is not possible, ground-mounted equipment shall be screened from view by a wall or fence, shall be of a height equal to or greater than the height of the mechanical equipment being screened and shall be compatible with the colors, materials, and design of the primary building which it serves.

d. Building service equipment areas shall be incorporated into the design of the building and combined when possible.

e. Noise generating equipment should be located away from residential units, public spaces, and pedestrian areas.

f. All materials utilized to screen mechanical equipment and utility areas shall complement the architectural style of the building(s).

10. Sustainability

The intent of the sustainability section is to promote sustainability, resiliency, and green building design practices throughout the Old Town Core.

a. Design rights-of-way to slow runoff by using permeable materials where possible and keeping lane widths to the minimum required for safe travel appropriate to the road's intended capacity.

b. Low-impact development (LID) and green infrastructure strategies such as curb cuts and bioretention shall be utilized within landscape areas to the greatest extent feasible.

c. Minimize the use of impervious surfaces and utilize pervious paving options where feasible.

d. Building design should utilize High Performance approaches for energy and water reduction (e.g. zero energy buildings, LEED) to the greatest extent feasible.

e. Provide innovative stormwater management features that support green infrastructure functions (low impact development, green roofs, etc.).











City of Peoria
Planning Department
9875 North 85th Avenue
Peoria, AZ 85345
(623)773-7200
peoriaaz.gov/planning

Exhibit 2
DRAFT RESOLUTION

RESOLUTION NO. **2022-111**

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING AND REPLACING THE 2008 PEORIA DESIGN REVIEW MANUAL WITH THE "2022 PEORIA COMMUNITY DESIGN GUIDELINES" AS IDENTIFIED HEREIN; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the voter-ratified 2040 PeoriaAz General Plan establishes the community's vision to create a more vibrant and active environment for the future of Peoria; and

WHEREAS, the City has an interest in maintaining the aesthetic beauty of the community and promoting high-quality design standards; and

WHEREAS, the City enacted Ordinance 08-27 amending the City Code and establishing the formation of a design manual containing the principles and guidelines used for the implementing of design review within the city; and

WHEREAS, in August 2008, the City Council found it in the best interest of the public health, safety and welfare of the residents of the City of Peoria, Arizona to adopt the 2008 Peoria Design Review Manual to fulfill the newly created design review manual mandate; and

WHEREAS, the City wishes to amend its existing design review principles and guidelines to better align with the goals and policies ratified within the 2040 PeoriaAz General Plan, as well as the goals and policies within the adopted 2022 Peoria Arts Master Plan and 2022 Sustainable Peoria Plan respectively; and

WHEREAS, Section 3 of the Peoria City Code establishes the formation of the Design Review Board and establishes their powers and duties therein, which includes, but is not limited to, making recommendations on matters pertaining to design and development related issues; and

WHEREAS, the Design Review Board convened on October 19, 2022, and recommended adoption to the Mayor and City Council of the City of Peoria the comprehensive amendment to the City's design principles and guidelines entitled "2022 Peoria Community Design Guidelines" as set forth herein; and

WHEREAS, to further the City's design review principles and guidelines the City wishes to abandon the 2008 Peoria Design Review Manual and replace it in its entirety with the 2022 Peoria Community Design Guidelines; and

WHEREAS, after due and proper consideration of the comprehensive amendment to the City's design principles and guidelines, the Mayor and City Council of the City of Peoria, Arizona have found that the amended City design principles and guidelines will properly aid in the orderly growth and development of the City of Peoria, Arizona.

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

SECTION 1. Amended Design Principles and Guidelines

The City of Peoria hereby abandons the 2008 Design Review Manual in its entirety declaring it null and void, having no binding or persuasive effect, and adopts the 2022 Peoria Community Design Guidelines as attached in Exhibit A.

SECTION 2. Severability

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. Effective Date

This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 25TH day of October, 2022.

_____
Cathy Carlat, Mayor

_____
Date signed

ATTEST:

_____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

_____
Vanessa P. Hickman, City Attorney

Exhibit A
2022 Community Design Guidelines

A copy of the
2022 Community Design Guidelines
is on file at the
Peoria City Clerk's Office

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 21R.

Date Prepared: 10/13/2022 Council Meeting Date: 10/25/2022

TO: Honorable Mayor and City Council

THROUGH: Jeff Tyne, City Manager

FROM: Katie Gregory, Deputy City Manager

SUBJECT: Development Agreement, Old Town Redevelopment

Purpose:

Discussion and possible action to a) adopt **RES 2022-112** approving a Development Agreement with ZONAPART LLC for the sale and/or lease of certain City owned property in Old Town Peoria, and authorize the City Manager to complete all transactions contemplated within the agreements subject to such additional terms and conditions deemed necessary; and b) approve the use of reserves and a budget amendment in the amount of $1,500,000 from the Half Cent Sales Tax Contingency account 1210-0350-570000 to the Economic Development Agreement Project account 1210-0350-522070-CIPOT-ED00031.

Summary:

Per the City's Economic Development and Revitalization Strategies, Peoria's Historic Old Town has long been identified as an important revitalization and redevelopment zone. Over the last several years, the City has continued to make meaningful investments into Old Town and seek qualified development partner(s). Last November, the City issued a Request for Proposals (RFP) to solicit projects that support the redevelopment of city-owned sites within Old Town Peoria. The City was seeking proposals from experienced development teams that could execute quickly and bring high quality design and unique projects to the district.

Over the past several months, the city has been working with Arizona Partners in Real Estate (AZPRE) on a proposed retail/dining district that will bring restaurants, shopping and entertainment. AZPRE is a commercial real estate development company located in Phoenix that has demonstrated an ability to deliver several notable restaurant and retail projects throughout the region.

There are several sites that have been identified for this project along 83rd Avenue and Jefferson Streets including the Historic Central School Building, the vacant NAPA building, the vacant Jefferson Street parcels and the Jefferson Street Park and Ride Lot. The City will sell or lease the sites for commercial redevelopment. AZPRE will pay the appraised value for the sites and enter into a long term Lease Agreement for the Historic Central School Site. Staff has worked collaboratively with principals from AZPRE to negotiate a Development Agreement and

Lease Agreement that outlines the terms and conditions for acquisition and development of the sites.

Per the terms of the Development Agreement, Developer will cause the construction of restaurant and retail uses and may complete all or a portion of the public infrastructure. The City would provide reimbursement only for public infrastructure improvements, in an amount not to exceed $1.5 million, primarily for core and shell improvements to the lease parcels, as well as building removal (NAPA building), development of a 15' public sidewalk and parking within the public right of way on Jefferson Street, and public utility improvements within the City Rights of Way. The Agreement also outlines terms related to the timing of Phase 1 development and all subsequent development options.

Sale of the sites is conditioned upon a schedule of performance which requires, among other things, Developer exercising an option within 360 days of the Agreement Approval Date, obtaining final Planning and Engineering approvals from the City and closing on the sale for the development of each site within 180 days of exercising an option and completing the project within 18 month of closing.

Upon City Council approval, staff will work with AZPRE to complete all transactions as contemplated within the agreement.

Previous Actions/Background:

September 13, 2022 – Council Executive Session
November 15, 2021 – City issues a Request for Proposals for Old Town Redevelopment

Staff Recommendation:

Staff recommends that Council 1) adopt **RES 2022-112** approving a Development Agreement with ZONAPART LLC for the sale and/or lease of certain City owned property in Old Town Peoria, and authorize the City Manager to complete all transactions contemplated within the agreements subject to such additional terms and conditions deemed necessary; and 2) approve the use of reserves and a budget amendment in the amount of $1,500,000 from the Half Cent Sales Tax Contingency account 1210-0350-570000 to the Economic Development Agreement Project account 1210-0350-522070-CIPOT-ED00031.

Fiscal Analysis:

The fiscal impacts are net positive to the city. Proceeds from the sale of the project parcels will offset a significant portion of the costs for the public improvements contemplated in the agreement. The project is also expected to generate new sales tax revenue and lease revenue from the project.

ATTACHMENTS:

Resolution 2022-112
Old Town Development Agreement

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

RESOLUTION NO. 2022-112

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF PEORIA, ARIZONA, AND ZONAPART, LLC PURSUANT TO A.R.S. § 9-500.05.

WHEREAS, in accordance with the Peoria City Code, the development agreement is consistent with the General Plan of the City;

NOW THEREFORE, be it resolved by the Mayor and Council of the City of Peoria, Maricopa County, Arizona as follows:

SECTION 1. The Development Agreement, a copy of which is attached hereto as Exhibit A, is hereby adopted.

SECTION 2. That the Mayor, the City Manager or their designees are authorized and directed to complete all transactions contemplated within the Development Agreement subject to such additional terms and conditions deemed necessary; and

SECTION 3. The budget will be amended to allow the use of reserves in the amount of $1,500,000 from the Half Cent Sales Tax Contingency account 1210-0350-570000 be placed into the Economic Development Agreement Project account 1210-0350-522070-CIPOT-ED00031.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this _____ day of October, 2022.

_____
Cathy Carlat, Mayor

ATTEST:

_____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

_____
Vanessa P. Hickman, City Attorney

When Recorded Return to:

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

DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF PEORIA AND ZONAPART, LLC

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is entered into as of the ___ day of _____, 2022, by and between ZONAPART, LLC, an Arizona limited liability company ("**Developer**"), and the City of Peoria, an Arizona municipal corporation ("**City**"). Developer and City are collectively referred to as the "**Parties**," or individually as the "**Party**."

RECITALS:

A. The City owns certain real property in Peoria, Arizona, that is located within Historic Old Town (the "**Property**"). The Property currently comprises assessor parcels 142-41-140 (Historic School Site) 142-14-030, 032, 033, 034, 035 (NAPA Site), 142-41-031, 032, 033, 035, 035, 036, 037 (Jefferson Block) and 142-41-042A, 043, 044, 045 (Park and Ride Lot) and consists of approximately 2.98 gross acres, the legal description and property boundary of which is attached as **Exhibit "A"**.

B. The Property consists of five (5) sites (the **"Sites"** numbered one (1) through five (5) as shown in **Exhibit "B"**) located in Old Town Peoria. The Sites are comprised of several parcels. Sites 1 and 2 have existing buildings that once served the community as schoolhouses. Site 4 has an existing structure that is dilapidated and not fit for occupancy in the current condition. Sites 3 and 5 are vacant lots.

C. The City released a Request for Proposals titled Development of Old Town (P22-0030) dated November 15, 2021 (the "**RFP**"). The RFP invited proposals for the opportunity to develop the Property as a single project with a consistent theme.

D. Developer submitted a proposal to acquire and develop the Property ("**Developer's Proposal**") pursuant to the terms of this Agreement.

The City recognizes that in their current condition, Sites 1 and 2 each require substantial core and shell improvements in order to meet current building codes and to bring them

to a marketable condition ready to accept tenant improvements. The City intends to retain ownership of Sites 1 and 2 for use as rental property, however, the City, in its sole discretion, may elect to redevelop Site 2, subject to the terms of Section 3.2.2. Therefore, the City understands it is beneficial to all Parties for the City to reimburse Developer for costs directly related to "**Core and Shell Improvements**" that are necessary to bring the existing buildings on Sites 1 and 2 into compliance with current building codes, and complete functional upgrades to provide a tenant ready space as identified in the "**Peoria Old Town/Building Assessment Report**" completed on April 16, 2022, attached as **Exhibit "F".**

E. The City also recognizes that the value to the City of Site 4 will be greater if certain improvements are made and the current vacant and dilapidated structure is demolished and removed prior to the sale of Property.

F. The Parties intend to enter this Agreement to ensure unified and orderly development of the Property. As more fully described in this Agreement, the Parties intend that the Developer will cause the construction upon the Property, as will be generally depicted in the Development Plan submitted by the Developer pursuant to Section 4.1(the "**Project**").

G. The Developer will determine to its satisfaction: (i) the suitability of the Property for the Project; and (ii) the Project's viability (including, but not limited to, market demand, site utilization, anticipated tenant and owner mix, estimated development costs and operating pro formas).

H. City and Developer are entering into this Agreement pursuant to Arizona Revised Statutes §9-500.05, which authorizes the City to enter into a development agreement related to real property located inside the incorporated area of the City with a landowner or other person having an interest in the real property. The Parties acknowledge Developer's interest in the Property, which exists by virtue of this Agreement, and accordingly, desire to enter into this Agreement to facilitate development consistent with the City's General Plan as applicable to the Property on the date of this Agreement, the City's Zoning Ordinance. The Parties acknowledge that the activities described in this Agreement and related to the Project, are economic development activities within the meaning of the State of Arizona's laws concerning such matters, including but not limited to Arizona Revised Statutes §9-500.11, and that all "expenditures" (as defined therein) by the City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities as defined therein.

I. The City, in the exercise of its legislative functions, and finding in such legislative capacity that the benefits conferred upon Developer are proportionate to the direct benefits being received by the City, has authorized the execution and performance of this Agreement.

In consideration of the mutual promises and representations set forth in this Agreement, the above Recitals, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the City and Developer agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Parties acknowledge that the Recitals Paragraphs A through I inclusive are true and correct in all material respects and are incorporated into this Agreement by this reference.

2. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

2.1 **"Agreement Approval Date"** means the date this Agreement is approved by the City's City Council, has been signed by both Parties, and all appeal and referendum periods with respect to this Agreement have expired.

2.2 **"Applicable Laws"** means the federal, state, county and local laws (statutory and common law), charter provisions, codes, ordinances, rules, regulations, permit requirements, fee schedules and assessments, and other requirements and official policies of the City which apply to the development of all or any part of the Sites 1, 2, 3 and 4.

2.3 **"Business Day" or "Working Day"** means any day of the week when the City Planning and Development Department is open to the public for the conduct of the department's business.

2.4 **"Certificate of Completion"** means a certificate issued by the City certifying that a building shell or other improvement is completed in accordance with approved plans in accordance with Applicable Laws.

2.5 **"City"** means the City of Peoria, an Arizona municipal corporation and any successor public body or entity.

2.6 **"City Delay"** means the arbitrary or unreasonable delay or failure by the City to timely respond to contractual approvals, or timely perform City's contractual obligations, affecting the project.

2.7 **"Commence Construction" or "Commencement of Construction" or "Construction Commencement"** and variations means the occurrence of both of the following: (i) the issuance of a construction permit, and (ii) the commencement of vertical construction of the Improvements beyond grading of foundation for which a construction permit is issued.

2.8 **"Completion of Construction"** means the issuance of a Certificate of Completion for the Improvements.

2.9 **"Core and Shell Improvements"** means any basic building systems, structures, and related betterments required to bring the Property into a habitable and marketable condition in compliance with current building codes and ready for tenant improvements.

2.10 **"Developer"** means ZONAPART, LLC, an Arizona limited liability company (and any successor or assignee).

2.11 **"Force Majeure Events"** means as defined in Section 9.

2.12 **"Improvements"** means all privately owned, non-governmental buildings, structures, and related betterments to be located within Sites 1, 2, 3, 4, and 5.

2.13 **"Person"** means and includes natural persons, corporations, limited partnerships, general partnerships, joint stock companies, joint ventures associations, limited liability companies, limited liability partnerships, trusts, land trusts, business trusts or other organizations, whether or not legal entities.

2.14 "**Public Infrastructure Improvements**" means the City funded improvements, as set forth in Section 5.2, which is inclusive of the Site 1 Core and Shell Improvements, the demolition of the structure on Site 4 (NAPA building), development of a 15' public sidewalk within the public right of way on Jefferson Street, adjacent to Site 3, and public utility improvements within the City Right of Way.

2.15 **"Site 1"** means the real property referred to herein as the "**Historic Central School Building**", described as the southeastern most building located on Maricopa County Assessor Parcel Number 142-41-140 and specifically identified on **Exhibit "A"**.

2.16 **"Site 2"** means the real property referred to herein as the "**Historic School Classrooms**" described as the three smaller classroom buildings located directly north of the "**Historic Central School Building**" and south of Jefferson Avenue of the Maricopa County Assessor Parcel Number 142-41-140 and specifically identified on **Exhibit "A"**.

2.17 **"Site 3"** means the real property referred to herein as the "Jefferson Street Block", described as Maricopa County Assessor Parcel Numbers 142-41-027, 142-41-031, 142-41-032, 142-41-033, 142-41-034, 142-41-035, 142-41-036, 142-41-037 and specifically identified on **Exhibit "A"**.

2.18 **"Site 4"** means the real property referred to herein as the "NAPA location", described as Maricopa County Assessor Parcel Numbers 142-14-030, 142-14-032, 142-14-033, 142-14-034, 142-14-035 and specifically identified on **Exhibit "A"**.

2.19 **"Site 5"** means the real property referred to herein as the "**Park and Ride Property**", described as Maricopa County Assessor Parcel Numbers 142-41-042A, 142-41-043, 142-41-044, 142-41-045 and specifically identified on **Exhibit "A"**.

2.20 **"Zoning Code"** means Chapter 21 of the Peoria City Code.

3. Land Transaction.

3.1 Site 1 - Developer will lease Site 1 from the City by way of a Real Estate Lease Agreement in a form substantially similar to that attached as **Exhibit "C"** (the "**Site 1 Lease**"). Execution of the Site 1 Lease is contingent upon the Developer developing the Site 1 pursuant to the terms of this Agreement.

3.1.1 The Site 1 Lease will include the following provisions:

3.1.1.1 The Site 1 Lease will commence upon the issuance of the first tenant improvement permit, for an initial term of ten (10) years (the "**Initial Term**") unless terminated earlier upon thirty (30) days' notice from Developer, as tenant under the Site 1 Lease, to the City, as Landlord under the Site 1 Lease.

3.1.1.2 The term of the Site 1 Lease shall automatically renew for up to three successive 10-year terms (each, a "**Renewal Term**"). Any Renewal Term may be terminated earlier by Developer upon thirty (30) days' written notice to the City.

3.1.1.3 For the good and valuable consideration of the public benefits set forth in the Recitals, the significant private investment required to bring the property into a commercially viable state for tenant occupancy and use, including restoration, revitalization, construction of Core and Shell Improvements, and other tenant improvements to the City owned building located on Site 1, and consistent with the standard business practice of offering initially reduced rent to accommodate for these expenses, the annual rental rate for Site 1 for the first three (3) years of the Lease shall be $1.00 and no/100 Dollars per year, payable upon execution of the Lease ("Initial Lease Rate").

3.1.1.4 The Initial Lease Rate will adjust to a commercial rate commencing on the first of the month after completion of the initial 3-years of the Initial Term. The adjusted rate shall reflect a 6% annual return on funds provided by the City for Core and Shell Improvements and 20% of all collected Base

Rent (i.e., excluding expense reimbursements (NNN's) or any other payments that could be considered "additional rent").

3.1.1.5 The City will reimburse Developer up to $750,000 for the cost of Core and Shell Improvements.

3.2 Site 2 – The City, in its sole discretion, may elect to redevelop Site 2 rather than retain the existing buildings. Should the City elect to redevelop all, or a portion of, Site 2, the City may determine to sell or lease Site 2. If, at that time, Developer has completed construction of Phase 1 and is otherwise not in Default (defined in Section 13) of this Agreement or any other agreements referenced by, or resulting from this Agreement, then the City will notify the Developer of City's election to sell Site 2 and Developer will have the first right of refusal to purchase or lease Site 2. This right of refusal will terminate upon the issuance of a certificate of occupancy for the last Site developed or the expiration of any purchase option outlined in this Agreement. Development of Site 2 by Developer would be subject to the terms of this Agreement, and:

3.2.1 In the event of a lease Parties will execute a Real Estate Lease Agreement (the "Site 2 Lease ") defining the terms of the lease similar to Exhibit C except the Site 2 Lease will include the following provisions , the Site 2 Lease will commence upon the issuance of the first tenant improvement permit, for an initial term of ten (10) years (the "**Initial Term**") unless terminated earlier upon thirty (30) days' notice from Developer, as tenant under the Site 2 Lease, to the City, as Landlord under the Site 2 Lease.

3.2.1.1 The term of the Site 2 Lease shall automatically renew for up to three successive 10-year terms (each, a "**Renewal Term**"). Any Renewal Term may be terminated earlier by Developer upon thirty (30) days' written notice to the City.

3.2.1.2 For the good and valuable consideration of the public benefits set forth in the Recitals, the significant private investment required to bring the property into a commercially viable state for tenant occupancy and use, including restoration, revitalization, construction of Core and Shell Improvements, and other tenant improvements to the City owned building located on Site 2, and consistent with the standard business practice of offering initially reduced rent to accommodate for these expenses, the annual rental rate for Site 1 for the first three (3) years of the Lease shall be $1.00 and no/100 Dollars per year, payable upon execution of the Lease ("Initial Lease Rate").

3.2.1.3 The Initial Lease Rate will adjust to a commercial rate commencing on the first of the month after completion of the initial 3-years of the Initial Term. The adjusted rate shall reflect a 6% annual return on funds provided by the City of Peoria for Core and Shell Improvements and 20% of all collected Base Rent (i.e., excluding expense reimbursements (NNN's) or any other payments that could be considered "additional rent").

3.2.1.4 The City will reimburse Developer up to $500,000 for the cost of Core and Shell Improvements.

3.2.2 In the event of a sale of Site 2 to Developer the Parties will execute a Real Estate Purchase Agreement (the "**Site 2 Purchase Agreement**") defining the terms of the sale. The Site 2 Purchase Agreement will include the following provisions:

3.2.2.1 The sale price shall be the appraised value at the time the Developer elects to exercise the purchase option for Site 2. The land needed for any City rights of way required by the City or any utility company will be excluded from the appraised value at the same price per foot as the entire Site 2. Developer will be responsible for all the costs of the improvements; and

3.2.2.2 Site 2 must be fully developed within twenty four (24) months of execution of the Site 2 Purchase Agreement and the closing of the sale will be contingent on the City's approval of a development plan.

3.3 Sites 3, 4, and 5 - City grants Developer an option to purchase each of Sites 3, 4, and 5, respectively, from the City as set forth in Section 15 of this Agreement. Upon Developer's exercise of its option to purchase each of Sites 3, 4, or 5, the Parties will enter into a mutually acceptable Real Estate Purchase Agreement for the respective Site that will include the following provisions:

3.3.1 The purchase price for Sites 3, 4, and 5 will be based on the City appraisal dated July 2022 and will be valid for two (2) years from the approval of the Preliminary Development Plan. Thereafter, the value shall escalate at a rate of 2.5% every 6 months or, either party may request a reappraisal at its sole expense. Upon reappraisal, the value will reset at the appraised amount after which the value shall escalate at a rate of 2.5% every 6 months, and;

3.3.2 The land needed for any City rights of way required by the City or any utility company will be excluded from the most current

appraised value at the same price per foot as the entire respective Site.

4. Developer Undertakings. Developer agrees to undertake the following:

4.1 Development Plan. Within 120 days of the Agreement Approval Date, and prior to the commencement of development, Developer, at its sole expense, will provide City with a preliminary development plan for Sites 1, 3, and 4the "**Development Plan**") for City approval. The Development Plan must include the proposed private land use concepts and development types, consistent with the City Code, applicable rules, other laws and guidelines for the area, with a project completion schedule, and proposed sequence of phasing of development of the Site(s). The Development Plan must also include proposed public infrastructure to be designed and/or constructed by the City. If Developer does not submit any Development Plan within one hundred twenty (120) days from the Agreement Approval Date, this Agreement will terminate, unless the Parties mutually agree in writing to an extension. Development Plan, if and once approved, will establish all development attributes for the Properties including a top-quality design that incorporates a unique "Old Town" characteristic and aesthetic as described in Developer's Proposal and approved by the City Manager or designee, which is consistent with the City's General Plan, Sections 21-619 and 21-620 of the Peoria City Code and the Old Town Specific Area Plan. The final version of the Development Plan must be mutually agreed to in writing by both Parties within one hundred eighty (180) days of the Agreement Approval Date or this Agreement will terminate. At the discretion of the City Manager or designee, the Development Plan may be amended by mutual written agreement between the Parties.

4.2 Schedule of Performance. The Parties have established a Schedule of Performance attached as **Exhibit "D"** (the "**Schedule of Performance**"). Developer will commence and complete each phase of construction of the Project in accordance with the Schedule of Performance. At the discretion of the City Manager or designee, the Development Plan may be amended by mutual written agreement between the Parties.

4.3 Funding. Developer will be solely responsible for consummation of the purchase or lease of the Property including funding all proposed private development described in the approved Development Plan, including tenant improvements for Sites 1 and 2, from funding sources other than the City, and with a timing consistent with the Schedule of Performance.

5. City Undertakings:

5.1 Review and approve the design plans and construction permits for the Project in accordance with the following:

5.1.1 First review of full construction documents, site plan(s) or permits to be completed in twenty-one (21) working days (M-Th).

5.1.2 Subsequent reviews by the City to be completed within fourteen (14) working days (M-Th).

5.1.3 Maximum time for Developer to respond to City comments and make corrections to the site plans(s), permits or construction documents submittals is thirty (30) working days (M-F).

5.1.4 Timeframes for City review and approvals may be adjusted accordingly pursuant to Section 8 of this Agreement.

5.2 The City will fund up to $1 million in public infrastructure improvements, which is inclusive of the Site 1 Core and Shell Improvements, the demolition of the structure on Site 4 (NAPA building), development of a 15' public sidewalk within the public right of way on Jefferson Street, adjacent to Site 3, and public utility improvements within the City Right of Way (The "Public Infrastructure Improvements"), as needed. In addition, the City will fund $500,000 for the Core and Shell improvements on Site 2 in the event of a Lease to Developer. These public improvements are necessary to bring the Property into a habitable and marketable condition and directly increase the value of the City's property and in benefit to the public. The source of these funds will be the City's CIP budget. This total will include the cost of improvements described in **Exhibit "E"**. In addition, at the discretion of the City Manager or designee and upon mutual written agreement, the Parties may negotiate terms under which Developer will design and construct some or all of the public improvements and be reimbursed for all of such work.

5.2.1 The City is responsible for reimbursement of completed, agreed upon Public Infrastructure Improvements. The City shall make payment within 30 days of submittal by Developer with all reasonable and appropriate back up documentation the City requests. Prior to any work commencing the Parties shall agree on what reasonable and appropriate documentation shall be.

5.3 The City will be responsible for maintaining all public improvements except those public improvements subject to Lease between the City and Developer. See **Exhibit "C"**. In such case, the Lease will define maintenance obligations.

5.4 Within one (1) year following the Agreement Approval Date, the City will demolish the existing structure (NAPA building) on Site 4.

5.5 Upon the Agreement Approval Date, the City will initiate a Phase II Environmental Studies on Sites 1, 3, 4, and 5. City shall ensure each Site meets all ADEQ and federal guidelines cited in the report or if the City, in its sole discretion, determines that the expense of remediation is disproportionate to the benefit conferred upon the City, the City may terminate this Agreement.

5.6 Subject to the discretion of the City Manager or designee and pursuant to a written license agreement, the City may license, some portion of public sidewalks to Developer or a future tenant for private use (i.e., outdoor dining space, retail displays, etc.) in compliance with the Peoria City Code.

6. Existing Improvements and Conditions. Certain improvements exist on the Property. Notwithstanding anything to the contrary contained in this Agreement or in any related documents, Developer shall acquire Sites within the Property, as set forth in this Agreement, from City in "as-is, where is" condition, with all faults seen and unseen, City makes no representations or warranties, either express or implied, as to the condition of the Property or any improvements thereon. Developer acknowledges that neither City nor any employee, representative, or agent thereof has made any representation, expressed or implied, with respect to the Property or any improvements thereon. This provision shall survive the termination of this Agreement.

7. Term. The term of this Agreement is that period of time (1) commencing with the Agreement Approval Date and terminating on the earlier of (a) the date on which the Parties have performed all of their obligations under this Agreement, (b) the date this Agreement has been terminated earlier pursuant to any section of this Agreement and (c) the date that is twenty (20) years from the Agreement Approval Date (the "**Term**"), as it may be extended by the application of extensions otherwise set forth in this Agreement. Notwithstanding the foregoing, all indemnity provisions of the Parties will survive any such termination in accordance with the terms of this Agreement.

8. Performance Extensions. From time to time following the Agreement Approval Date, Developer and City may, by mutual written agreement, refine and revise any date, milestone, or deadline herein as may be necessary to accommodate any factors, events or occurrences that the City and Developer determine may necessitate such refinement or revision.

9. Force Majeure Event. Neither City nor Developer, as the case may be, will be considered not to have performed its obligations under this Agreement or to be in Default in the event of force majeure ("**Force Majeure**") due to causes beyond its control and without its fault, negligence, or failure to comply with Applicable Laws, including, but not restricted to, City Delays, acts of God, acts of public enemy, litigation concerning the validity and enforceability of this Agreement or relating to transactions contemplated under this Agreement (including the effect of petitions for initiative or referendum), fires, floods, strikes, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, act of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, pandemic, declaration of national or state emergency or national or state alert,

blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the action of any governmental body on behalf of any public, quasi-public, or private entity, or declaration of moratorium or similar hiatus directly affecting the Project (whether permanent or temporary) by any public, quasi-public, or private entity. In no event will Force Majeure include any delay resulting from general economic or market conditions, unavailability for any reason of particular tenants or portions of the Project, it being agreed that Developer will bear all risks of delay that are not Force Majeure. In the event of the occurrence of any such Force Majeure, the time or times for performance of the obligations of the Party claiming delay will be extended for a period of the Force Majeure; provided that, as a condition to availing itself to the extensions described above, based on an event of Force Majeure, the Party shall give written Notice promptly to the other Party. If, however, notice by a Party claiming such extension is sent to the other Party more than thirty (30) calendar days after the commencement of the event of Force Majeure, the period shall commence to run only thirty (30) calendar days prior to the giving of such notice. Under no circumstances shall Force Majeure include any event that commenced or occurred prior to the Agreement Approval Date, even if such event continues to occur after the Agreement Approval Date.

10. Insurance Requirement. Developer shall maintain in full force and effect policies of commercial general liability and workers' compensation insurance in amounts reasonably acceptable to the City and approved by City's Risk Manager prior to being granted access to the Property and during any period of construction and with respect to any construction activities related to the same. All such policies shall name the City of Peoria, its employees, agents and officers as additional insured and shall state that they may not be cancelled prior to expiration without thirty (30) days prior written Notice to City. Developer shall indemnify, protect, defend and hold City harmless from all claims, costs, fees or liability of any kind to the extent arising out of the acts of Developer or Developer's agents pursuant to this Section, except that Developer shall have no liability related to the discovery or release of pre-existing conditions (except to the extent Developer's, or Developer's agents', acts exacerbate a pre-existing condition) or for any claims or liabilities resulting or arising from the acts or negligence of City or its employees and agents. Developer will obtain and provide City with proof of payment of premiums and certificates of insurance showing that Developer is carrying, or causing its contractor(s) to carry, policies of insurance in amounts acceptable to the City. Such policies of insurance will be placed with financially sound and reputable insurers, require the insurer to give at least thirty (30) days advance written Notice of cancellation to City.

11. Representations of the Parties.

11.1 Representations and Warranties of City. City acknowledges, represents, warrants and covenants to Developer that the following are true as of the date of this Agreement, and will be true as of the Agreement Approval Date, and in. entering into this Agreement Developer is relying upon, the following:

11.1.1 To City's actual knowledge, there are no pending, threatened or contemplated actions, suits, proceedings or investigations, at law or in equity, or otherwise in, for or by any court or governmental board, commission, agency, department or office arising from or relating to this Agreement or the Property.

11.1.2 To the City's actual knowledge, City has not granted any options or rights of first refusal to purchase all or any part of the Property.

11.1.3 All consents and approvals necessary to the execution, delivery, and performance of this Agreement have been obtained, and no further City Council action needs to be taken in connection with such execution, delivery, and performance.

11.1.4 To the City's actual knowledge, City has received no written notice of any noncompliance with any federal, state or local laws, regulations and orders relating to environmental matters with respect to the Property.

11.1.5 This Agreement (and each undertaking of the City contained in this Agreement) constitutes a valid, binding and enforceable obligation of the City, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity.

11.1.6 If a matter represented by City under this Agreement was true as of the date of this Agreement, but subsequently is rendered inaccurate because of the occurrence of events or because of a cause other than City's intentional breach of this Agreement, then such inaccuracy shall not constitute a Default by City under this Agreement, but will constitute a failure of a condition to closing any contemplated real estate purchase set forth in this Agreement only if such inaccuracy materially increases the Developer's good faith estimate of the cost or time to develop the Property. Failure of such a condition to closing any contemplated real estate purchase set forth in this Agreement shall entitle Developer to terminate this Agreement and all Developer's obligations, whereupon both Parties shall be released from further liability under this Agreement, except as expressly provided in this Agreement to survive. If Developer does not elect to terminate, Developer timely shall proceed to closing the respective contemplated real estate purchase set forth in this Agreement and the failure of such condition to closing any contemplated real estate purchase set forth in this Agreement shall be deemed waived.

11.2 Actual Knowledge of City. When used in this Agreement, the term "actual knowledge of City" (or words of similar import) means and is limited to the actual (and not imparted, implied or constructive) current knowledge of the City's Director of Economic Development, the City's City Attorney, and the City's Manager, without any duty or obligation of inquiry or investigation. Notwithstanding anything herein to the contrary, no such person is a party to this Agreement and shall not have any personal liability or liability whatsoever with respect to any matters set forth in this Agreement or City's representations and/or warranties herein being or becoming untrue, inaccurate or incomplete in any respect.

11.3 Representations and Warranties of the Developer. Developer acknowledges, represents, warrants and covenants to City that the following are true as of the date of this Agreement and will be true as of the Agreement Approval Date, and in entering into this Agreement City is relying upon, the following:

11.3.1 The person or persons executing this Agreement on behalf of Developer are duly authorized to do so and thereby bind Developer hereto without the signature of any other person.

11.3.2 Developer has all requisite power and authority to enter into and perform this Agreement and to incur the obligations provided for herein and has taken all action necessary to authorize the execution, delivery and performance of this Agreement, subject to the express terms and limitations in this Agreement.

11.3.3 The execution, delivery and performance of this Agreement by Developer does not result in any violation of, and does not conflict with or constitute a default under, any present agreement, mortgage, deed of trust, indenture, credit extension agreement, license, security agreement or other instrument to which Developer is a party, or any judgment, decree, order, statute, rule or governmental regulation.

11.3.4 No approvals or consents by third parties or governmental authorities are required for Developer to consummate the transactions contemplated under this Agreement.

11.3.5 Developer covenants and agrees that it, except as expressly allowed in this Agreement, has not, and shall not, encumber any portion of the Property prior to the applicable Closing.

11.3.6 There are no attachments, levies, executions, assignments for the benefit of creditors, receiverships, conservatorships or voluntary or involuntary proceedings in bankruptcy or any other debtor relief actions contemplated by Developer or filed by Developer, or to Developer's knowledge, pending in any current judicial or administrative proceeding against Developer.

11.3.7 Developer has had sufficient time to complete physical, financial and legal due diligence investigations with respect to the Property and that accordingly no contingency to Developer's obligations under this Agreement exists, except as set forth in this Agreement.

11.3.8 This Agreement (and each undertaking of Developer contained in this Agreement) constitutes a valid, binding and enforceable obligation of Developer, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Developer at its sole cost and expense, but with the full cooperation of the City, will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation arising from its terms that names Developer as a party or that challenges the authority of Developer to enter into or perform any of its obligations hereunder and will cooperate with City in connection with any other action by a third party in which City is a party and the benefits of this Agreement to City are challenged. The severability provision in Section 17.2 will apply in the event of any successful challenge to this Agreement.

11.3.9 If a matter represented by Developer under this Agreement was true as of the date of this Agreement, but subsequently is rendered inaccurate due to Force Majeure as set forth in Section 9, or because of a cause other than Developer's breach of this Agreement, then such inaccuracy shall not constitute a Default by Developer under this Agreement.

12. Indemnity.

12.1 Developer will pay, defend, indemnify and hold harmless City and its City Council members, officers and employees from and against all claims, demands, fines, penalties, costs, expenses, damages, losses, obligations, judgments, liabilities, and suits (including attorneys' fees, experts' fees and court costs associated with such matters; all of the foregoing, collectively, "**Claims**") that arise in whole or in part from, or relating to, the Developer's design, construction, and structural engineering acts or omissions related in any way to, of, or in connection with, any element of the Project (including, but not limited to, land used for

construction staging pursuant to temporary construction easements), and all subsequent design, construction, engineering, and other work by or on behalf of Developer in connection with Project (collectively, the "**Developer Indemnity**"). Such Developer Indemnity shall survive the expiration or earlier termination of this Agreement. The indemnification set forth in this Section shall not apply to the extent such claims arise from or relate solely to the grossly negligent or intentional acts of the City and its City Council members, officers, agents, contractors and employees. If any of the City and its City Council members, officers, agents, contractors and employees are made defendant(s) in any action, suit or proceeding brought by a third party by reason of any of the occurrences described in this Section, the Developer shall at its own expense: (i) resist and defend such action suit or proceeding or cause the same to be resisted and defended by counsel designated by the Developer and reasonably approved by the City (so long as any disapproval does not impact Developer's insurance coverage under Developer's insurance policies); and (ii) if any such action, suit or proceeding results in a final judgment against the indemnified party, the Developer promptly shall satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged.

12.2 The City will defend the validity and enforceability of this Agreement in the event of any proceeding or litigation by a third party arising from its terms that names the City or Developer as a party or that challenges the authority of the City to enter into or perform any of its obligations hereunder (an "**Enforceability Challenge**"). In the event of an Enforceability Challenge, if named as a party Developer shall, and if not named as a party Developer may elect to intervene and/or join such action to, but in all cases at its sole cost and expense, defend against any such Enforceability Challenge. If such a defense of this Agreement is undertaken under this Section, the City and Developer shall cooperate in defending the Enforceability Challenge and may, by mutual agreement, select joint legal counsel and enter into a joint defense agreement with respect to the Enforceability Challenge. Further, Developer will cooperate with City and comply with any court order affecting the enforceability of this Agreement and acknowledges that Developer shall not have any claim against the City if one or more provisions of this Agreement are deemed, as a result of an Enforceability Challenge and pursuant to such court order, to be void and legally unenforceable. Accordingly, the severability provision in Section 17.2 will apply in the event of any successful challenge to this Agreement.

12.3 The City will pay, defend, indemnify and hold harmless Developer and its agents, members, officers, agents, contractors and employees from Claims that arise in whole or in part from, or relating to, the loss of life, personal injury and/or damage to property occasioned by grossly negligent or willful act or omission of the City or its members, officers, agents, contractors and employees (collectively, the "**City Indemnity**"). If any of the Developer or the Developer's members, officers, agents, contractors and employees are made defendant(s) in any action, suit or proceeding brought by a third party by reason of any of the occurrences described in this Section, the City shall at its own expense: (i) resist and defend

such action suit or proceeding or cause the same to be resisted and defended by counsel designated by the City and reasonably approved by Developer (so long as any disapproval does not impact City's insurance coverage under City's insurance policies); and (ii) if any such action, suit or proceeding results in a final judgment against the indemnified party, the City will promptly shall satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The indemnification set forth in this Section shall not apply to the extent such claims arise from or relate to the grossly negligent or intentional acts of Developer and its agents, members, officers, agents, contractors and employees.

13. Breach & Remedies.

13.1 Default by Developer. "**Default**" by Developer under this Agreement will mean the breach, default or failure by Developer to satisfy any obligation or agreement herein, including without limitation, one or more of the following:

13.1.1 Any representation or warranty made in this Agreement by Developer materially was inaccurate when made or will prove to be materially inaccurate during the Term;

13.1.2 Developer fails to comply with any performance deadline in this Agreement;

13.1.3 Foreclosure (or deed in lieu of foreclosure) upon any mechanic's, materialmen's or other lien on the Property prior to completion of construction or upon any Improvements on the Property, but such lien will not constitute a Default if Developer deposits in escrow sufficient funds to discharge the lien or otherwise bonds over such lien in a customary fashion;

13.1.4 Developer transfers or attempts to transfer or assign this Agreement in violation of Agreement;

13.1.5 Following any applicable required Notice and opportunity to cure a default granted by the applicable document, a breach or default by Developer of a lease or license; or

13.1.6 Developer fails to observe or perform any other covenant, obligation or agreement required of it under this Agreement.

13.2 Default by City. **"Default"** by City under this Agreement will mean one or more of the following:

13.2.1 Any representation or warranty made in this Agreement by City was materially inaccurate when made or will prove to be materially inaccurate during the Term;

13.2.2 City fails to comply with any deadline in this Agreement; or

13.2.3 City fails to observe or perform any other covenant, obligation or agreement required of it under this Agreement.

13.3 Grace Periods; Notice; Cure. Upon the occurrence of an event of Default by any Party, such Party will, upon written Notice from the other Party, proceed immediately to cure or remedy such Default and, in any event, (1) such Default will be cured within thirty (30) days after receipt of such Notice, provided however, any failure to timely pay a monetary obligation required to be paid by Developer, such failure shall continue for thirty (30) days after receipt by Tenant of an initial written notice from Landlord and such failure shall continue for an additional thirty (30) days after a second written notice by Landlord given after the expiration of the thirty (30) day period following the first notice from Landlord; or (2) if such non-monetary Default is of a nature is not capable of being cured within thirty (30) days such cure or remedy will be commenced within such period and diligently pursued to completion, but in no event exceeding 180 days in total.

13.4 Remedies for Default. Whenever any event of Default occurs and is not cured (or cure undertaken) by the defaulting Party in accordance with this Agreement, the other Party may take any of one or more of the following actions:

13.4.1 Remedies of City. City's remedies for an uncured event of Default by Developer shall be all remedies available at law or in equity, including, without limitation, any of the following:

13.4.1.1 If an uncured event of Default by Developer occurs prior to completion of construction as required by the terms of this Agreement, City may terminate this Agreement

13.4.1.2 Notwithstanding the foregoing, at any time City may seek special action or other similar relief (whether characterized as

mandamus, injunction or otherwise), requiring Developer to undertake and fully and timely to address or to enjoin any construction or activity undertaken by Developer that is not in accordance with the terms of this Agreement.

13.4.1.3 Notwithstanding the foregoing, Developer shall be liable, and City may recover from Developer, its actual damages for any unrepaired damage to the City's facilities or real property caused by Developer's actions taken pursuant to this Agreement.

13.4.1.4 Notwithstanding the foregoing, City at any time may seek indemnity (including but not limited to an action for damages) arising under Developer's obligations of Indemnity.

13.4.1.5 Notwithstanding the foregoing, City at any time may enforce its rights given under any bond or similar financial assurance given or provided by or for the benefit of Developer pursuant to this Agreement.

13.4.2 Remedies of Developer. Developer's exclusive remedies for an uncured event of Default by City will consist of and will be limited to a special action or other similar relief (whether characterized as mandamus, injunction or otherwise) requiring City to undertake and fully and timely to perform its obligations under this Agreement.

13.5 Waiver of Certain Damages. Notwithstanding anything in this Agreement to the contrary, each of City and Developer waives its right to seek and recover consequential, exemplary, special, beneficial, numerical, punitive or similar damages from the other, the only permitted claim for damages being actual damages reasonably incurred by the aggrieved Party.

13.6 Delays; Waivers. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement will not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party will not be considered as a waiver by the performing Party of rights with respect to any other Default or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

14. Compliance with Law. Developer shall comply with all Applicable Laws that affect the Property as are now in effect or as may hereafter be adopted or amended.

15. Parcel Options and Terms. Developer is granted an option with respect to each of Sites 3, 4, and 5 (each, an "**Option Parcel**") to allow Developer to purchase each Option Parcel on the terms and conditions of this Agreement and a mutually agreed up Real Estate Purchase Agreement (each, an "**Option**"). Notwithstanding anything in this Agreement to the contrary but subject to **Exhibit "D"**, each Option Parcel shall be subject to its associated term as set forth in the Schedule of Performance.

15.1 Option Terms. If Developer does not comply with this Agreement including adherence to the Schedule of Performance, any remaining Options shall, thereafter, be null and void and of no further force or effect.

15.2 Exercise of Option. To exercise an Option, Developer shall provide a written notice of Developer's exercise of any such Option (each, a "**Parcel Option Notice**"), subject to Section 3 of this Agreement and the individual terms set forth below.

15.3 Escrow. Upon the City's receipt of the Parcel Option Notice, the City and Developer shall take all steps that are reasonably necessary or convenient to complete the Opening of Escrow and conduct the required sale transaction for City's conveyance to Developer of the respective Option Parcel on the terms and conditions set forth in this Agreement, such terms to be memorialized in a written Real Estate Purchase Agreement. Developer must close escrow on any exercised option within thirty (30) days of the opening of the respective escrow.

15.4 If Developer does not exercise an option within the timelines set forth in the Schedule of Performance, then all remaining options will terminate. However, The Developer can extend its right to exercise the options beyond the schedule of performance deadline for up to one (1) year in thirty (30) day increments by depositing an extension fee of $5,000 every thirty (30) days.

15.5 Security for Performance of Development of Parcels. The Parties acknowledge that the City seeks to avoid Developer's acquisition of any Parcel unless Developer is able and willing to commit to its development and completion of the associated Project and reasonably demonstrates that Developer has the requisite financial resources to complete all such construction. Concurrently, the Parties acknowledge that Developer must be able to finance the construction of the improvements associated with such a Parcel. Accordingly, the Parties agree that for each Parcel acquired by Developer parties with execute a mutually agreed upon form of deed of trust (each a "Deed of Trust") simultaneously with the closing of said parcel. City shall execute a commercially reasonable Subordination Agreement, Intercreditor Agreement or Recognition and Attornment Agreement (as applicable)

in favor of the applicable construction lender for the relevant Site to be developed, in a form and substance reasonably acceptable to Seller and such construction lender.

16. Assignability, Restriction on Transfers. The rights established under this Agreement and the Development Plan are not personal rights but attach to and run with the Property. All the provisions here of shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto pursuant to A.R.S. 9-500.05(D). Notwithstanding the foregoing, no assignment or similar transfer of Developer's interest in the Property or this Agreement, or in the current management, ownership or control of Developer (each, a "**Transfer**") may occur without the City's written consent, which may be withheld in City's sole discretion, except that Developer does have the right to assign its interest under this Agreement to any entity controlling, controlled by or under common control with Developer without Seller's consent or approval. Developer shall provide to City a true and correct copy of any such assignment, together with a copy of the document or instrument pursuant to which such assignee fully assumes all of the Developer's covenants and obligations under this Agreement and agrees to be bound by the terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, the assignment by Developer of its rights under this Agreement shall not relieve Developer personally of any obligations, unless City expressly agrees to such relief in writing, and any assignment that does not comply in all respects with this Section shall be void, and not voidable. Developer shall have the right collaterally to assign its rights under this Agreement as security for one or more lenders in conjunction with Project financing, which will be contingent upon obtaining the City's prior consent thereto. No voluntary or involuntary successor in interest to Developer may acquire any rights or powers under this Agreement except as expressly set forth in this Agreement, and any Transfer in violation of this Agreement will be void, and not voidable.

17. Miscellaneous. The following additional provisions apply to this Agreement:

17.1 Amendments and Interpretation. This Agreement may not be amended except by a formal writing executed by both Parties. The City's City Manager may exercise his or her administrative authority to correct scrivener's errors or other technical drafting errors in this Agreement, interpret and administer this Agreement, and to approve amendments to this agreement.

17.2 Severability. If any term, condition, covenant, stipulation, agreement or provision in this Agreement is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, agreement or provision shall in no way affect any other term, condition, covenant, stipulation, agreement or provision of this Agreement.

17.3 Conflicts of interest. No member, official or employee of City shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement, that is prohibited by law. This Agreement is subject to the cancellation provisions of A.R.S. §38-511.

17.4 No Partnership. This Agreement and the transactions and performances contemplated by this Agreement shall not create any sort of partnership, joint venture, or similar relationship between the Parties.

17.5 Notices. Notices (each, a "**Notice**") shall be given in writing delivered to the other Party or other applicable person or entity, or mailed by registered or certified mail, return receipt requested, postage prepaid, or by FedEx or other reliable overnight courier service that confirms delivery. With respect to the Parties, a Notice shall be addressed to a Party as follows:

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

Copy to: City of Peoria
Attn: City Attorney
8401 West Monroe Street
Peoria, AZ 85345

Copy to: City of Peoria
Attn: Economic Development Services Director
9875 North 85th Avenue
Peoria, AZ 85345

If to Developer: ZONAPART, LLC
Attn: Bruce Shapiro ***and*** Gina Colombo
8300 North Hayden Road, Suite A-200
Scottsdale, AZ 85258

Copy to: Nagle Law Group, P.C.
Attn: Robert Nagle
4530 East Shea Boulevard, Suite 140
Phoenix, AZ 85028

Service of any Notice by mail in accordance with the foregoing shall be deemed to be complete three (3) working days after the Notice is deposited in the United States mail. Service of any Notice by overnight courier in accordance with the foregoing shall be deemed to be complete upon receipt or refusal to receive. Notices may be sent by legal counsel for a Party.

17.6 Payments. Payments shall be made and delivered in the same manner as Notices and shall be effective at the same time that a Notice would be deemed effective under Section 17.5.

17.7 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all other written or verbal agreements between the Parties with respect to the Property.

17.8 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against either Party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, that might otherwise favor Developer or City.

17.9 Section Headings. The Section headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

17.10 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder, except with respect to a Mortgagee as specifically set forth in Section 17. City shall have no liability to third parties for any approval of plans, Developer's construction of Improvements, Developer's negligence, Developer's failure to comply with the provisions of this Agreement, or otherwise as a result of the existence of this Agreement.

17.11 Exhibits. All exhibits attached hereto as specified herein are incorporated into and made an integral part of this Agreement for all purposes.

17.12 Days. If the last day of any time period stated in this Agreement or the date on which any obligations to be performed under this Agreement falls on a Saturday, Sunday or legal holiday, 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.

17.13 Attorneys' Fees. If legal action is brought by a Party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker.

17.14 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules.

17.15 Venue & Jurisdiction. Except where Arbitration is required under this Agreement, legal actions regarding this Agreement shall be instituted in the Superior Court of the County of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona sitting in Maricopa County. City and

Developer agree to the exclusive jurisdiction of such courts. Claims by Developer shall comply with time periods and other requirements of City's claims procedures from time to time.

17.16 No Liability of City Officials. No City Council Member, official, representative, agent, attorney or employee of the City shall be personally liable to Developer, or to any successor in interest to Developer, in the event of Default by the City or for any amount that may be come due to Developer or its successors, or with respect to any obligation of the City under the terms of this Agreement.

17.17 Binding Effect. The benefits and burdens of this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors in interest and assigns.

17.18 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument.

[*Signature page to follow*]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) written below.

CITY:

CITY OF PEORIA, an Arizona municipal corporation

By:_____
Cathy Carlat, Mayor

ATTEST:

_____
Lori Dyckman, City Clerk

APPROVED AS TO FORM:

_____
Vanessa P. Hickman, City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2022, before me personally appeared, Cathy Carlat the Mayor of the City of Peoria, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above/attached document.

[Affix notary seal here]

_____
Notary Public

Developer:

ZONAPART, LLC, an Arizona limited liability company

By:_____
Name:_____
Title:_____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2022, before me personally appeared _____, _____ of ZONAPART, LLC, an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and acknowledged that he signed the above/attached document.

[Affix notary seal here]

_____
Notary Public

Exhibit List

Exhibit A – Legal Description and Property Boundary
Exhibit B – Map of Sites
Exhibit C – Real Estate Lease Agreement for Site 1
Exhibit D – Schedule of Performance
Exhibit E – Infrastructure Improvements by City
Exhibit F – Peoria Old Town/Building Assessment Report

EXHIBIT A

LEGAL DESCRIPTION AND PROPERTY BOUNDARY



Site 5

Site 3

Site 4

APN 142-41-031 032 Pentecostal Church

APN 142-41-032 033 Parcels E of Pentecostal Church

APN 142-41-034 Vacant home on Jefferson

APN 142-41-035 036 037 Former Kosiers

APN 142-14-030 032 033 034 035 NAPA

Exhibit A

Exhibit A

(Site 1)

The building known as the Peoria Central School, first constructed in 1906 and the property on which it is located, as shown on the attached map and described as a portion of block 28, PLAT OF PEORIA, according to Book 2 of Maps, page 57, records of Maricopa County.

Exhibit A

(Site 2)



Exhibit A cont.

(Site 3)

APN: 142-41-031, 142-41-032, 142-41-033, 142-41-034, 142-41-035, 142-41-036, 142-41-037

Lot 14, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62.

Lot 15, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62.

Lot 16, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62.

Lot 17, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62.

Lot 18, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62.

Lot 19, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62.

Lot 20, Block 24, AMENDED PLAT OF PEORIA, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, recorded in Book 3 of Maps, Page 62.

Exhibit A cont.

(Site 4)

APN: 142-14-030, 142-14-032, 142-14-033, 142-14-034, 142-14-035

The North 50 feet of Lot 12, Block 23, of PEORIA, according to Book 3 of Maps, page 62, records of Maricopa County, Arizona.

The North 32 feet of the South 60 feet of Lot 12, Block 23, of PEORIA, according to Book3 of Maps, page 62, records
of Maricopa County, Arizona.

The North 30 feet of the South 90 feet of Lot 12, Block 23, of PEORIA, according to Book 3 of Maps, page 62, records
of Maricopa County, Arizona.

Lot 13, Block 23, of PEORIA, according to Book 3 of Maps, page 62, records of Maricopa County, Arizona.

Lot 14, Block 23, of PEORIA, according to Book 3 of Maps, page 62, records of Maricopa County, Arizona.

Exhibit A cont.

(Site 5)

Lot 5, Block 25, of PEORIA TOWNSITES, according to Book 3 of Maps, page 62, records of Maricopa County, Arizona.

Lot 6, Block 25, of PEORIA TOWNSITES, according to Book 3 of Maps, page 62, records of Maricopa County, Arizona.

Lot 7, Block 25, of PEORIA TOWNSITES, according to Book 3 of Maps, page 62, records of Maricopa County, Arizona.

Lot 8, Block 25, of PEORIA TOWNSITES, according to Book 3 of Maps, page 62, records of Maricopa County, Arizona.

EXHIBIT B

MAP OF SITES 1, 2, 3, 4, AND 5

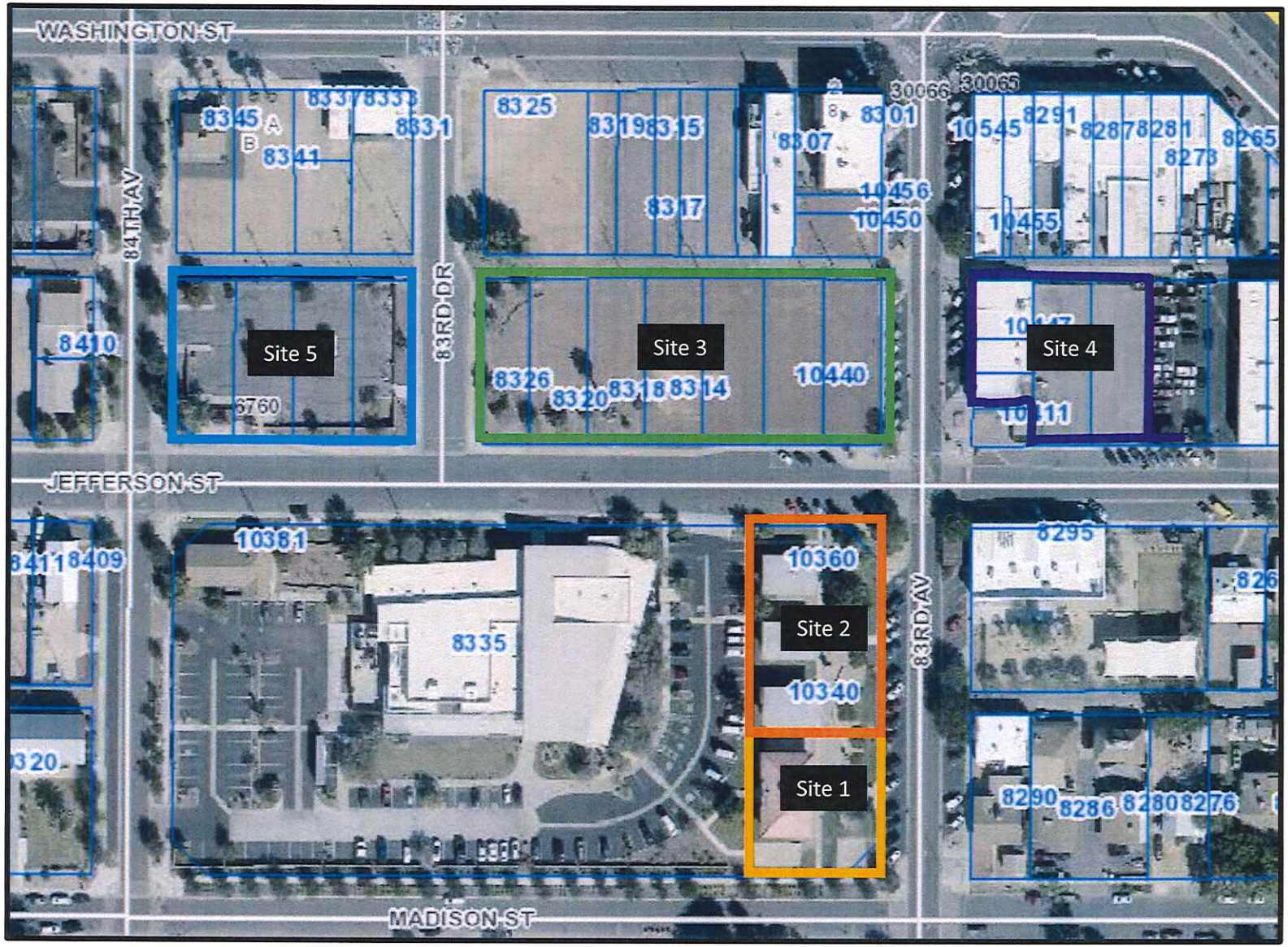

WASHINGTON ST
84TH AV
83RD DR
83RD AV
JEFFERSON ST
MADISON ST
Site 1
Site 2
Site 3
Site 4
Site 5
8345 A
B
8341
8337
8333
8331
8325
8319
8315
8307
8301
30066
30065
10545
8291
8287
8281
8273
8265
10456
10450
8317
10455
8410
6760
8326
8320
8318
8314
10440
10381
8411
8409
8335
10360
10340
8295
8290
8286
8280
8276

Exhibit B

EXHIBIT C

REAL ESTATE LEASE AGREEMENT FOR SITE 1

Exhibit C

LEASE AGREEMENT

This Lease Agreement is made as of the date set forth in Section 1 below by and between THE CITY OF PEORIA, an Arizona municipal corporation ("Lessor"), and Zonapart, LLC ("Lessee"). Lessor and Lessee are collectively referred to herein as the "Parties," or individually as the "Party."

WITNESSETH:

SECTION 1–FUNDAMENTAL LEASE PROVISIONS

Effective Date:	_____, 20_
Lessor:	CITY OF PEORIA, an Arizona municipal corporation
Lessee:	Zonapart, LLC Attn: Bruce Shapiro ***and*** Gina Colombo 8300 North Hayden Road, Suite A-200 Scottsdale, AZ 85258
Lease Term:	An initial term of ten (10) years beginning on the date of issuance of the first tenant improvement permit for the Demised Premises; thereafter, for three (3) ten (10) year extension options.
Demised Premises:	The real property located in Peoria, Arizona, including the Building and Improvements, more particularly described as Site 1 on **Exhibit A**, together with the rights, privileges and appurtenances thereto.
Initial Rental Rate:	$1.00 for each of the first three (3) years of the Term.
Adjusted Rental Rate:	After the initial three (3) year Term, Initial Rental Rate will adjust to a Commercial Rate on the first of the month after completion of the initial three (3) year Term. The Adjusted Rental Rate will reflect a 6% annual return on funds provided by the City of Peoria for the Core and Shell Improvements (as defined in the Development Agreement) on the Property and

	20% of all collected Base Rent (i.e., excluding expense reimbursements (NNN's) and all other payments including real estate tax, insurance, common area maintenance, and sales tax on rent and other related charges).
Address of Lessor:	City of Peoria 8401 W. Monroe Peoria, Arizona 85345
Address of Lessee:	Zonapart, LLC Attn: Bruce Shapiro ***and*** Gina Colombo 8300 North Hayden Road, Suite A-200 Scottsdale, AZ 85258
Permitted Use:	All uses that are permitted or conditionally permitted under Chapter 21-619 "Old Town Mixed Use District – CCMU" of the Peoria City Code.
Building:	The structure currently existing on the Demised Premises or such future building as may constructed on the Demised Premises.
Improvements:	The Building and all other improvements and structures at any time hereafter erected or situated upon the Demised Premises during the Term, and any and all renewals, replacements, additions and substitutions thereto.
Development Agreement:	That certain Development Agreement executed by and between the Lessor and Lessee governing the construction of the Project, together with any modifications, amendments, restatements and supplements thereto.
Project:	The term "Project" shall have the meaning ascribed thereto in the Development Agreement.
Removable Personal Property:	All personal property, signage and trade fixtures of every kind and nature, belonging to Lessee or tenant.
Leasehold Estate:	All of the estate, rights and interest of the Lessee in and to the Demised Premises.

The foregoing Fundamental Lease Provisions are an integral part of this Lease Agreement, and each reference in the body of this Lease Agreement to any Fundamental Lease Provision shall be construed to incorporate all of the terms set forth above with respect to such provisions.

SECTION 2–DEMISED PREMISES

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and subject to the promises, terms and conditions contained herein in this Lease Agreement (this "Lease Agreement"), Lessor hereby leases to Lessee the Demised Premises. Lessee acknowledges that it has inspected the Demised Premises, is familiar with its condition and accepts the same "as is" pending completion of any Core and Shell Improvements as defined in the Development Agreement. Lessor acknowledges that all prior leases, rentals or other grants of possession of the Demised Premises, if any, shall terminate and be of no further force or effect as of the Effective Date of this Lease Agreement. Parties acknowledges that the parcel containing Site 1 may require replatting or a parcel split, to align the Demised Premises with the legal description attached in Exhibit A. Parties agree any replat is not a condition precedent to entering into this lease.

SECTION 3–TERM

3.1 The Lease Term begins on the date of issuance of the first tenant improvement permit for the Demised Premises and will continue for a period of ten (10) years, unless such lease term is sooner terminated or extended as hereinafter provided. Thereafter, the Lease Term will automatically extend for ten (10) years, upon the same terms and conditions contained herein, unless Lessee gives Lessor notice, at least one hundred eighty (180) days prior to the expiration of the Initial Term or then current extension period that Tenant does not intend any further extension to occur, in which case the Initial Term or the current extension shall expire at the end of such Initial Term or such current extension. Such extensions shall occur no more than three times. The Initial Term, as well as any extension hereunder is hereafter referred to as the "Term".

3.2 The "Effective Date" shall mean the date that this Lease Agreement is signed by the last of either Lessor or Lessee.

SECTION 4–RENT

4.1 As used in this Lease Agreement, "Lease Year" shall mean each period of twelve (12) consecutive months commencing on each January 1st and ending at midnight on the next succeeding December 31st, except that the first Lease Year shall begin on the Effective Date hereunder and shall end at midnight on the next succeeding December 31, and except that the last Lease Year shall end upon the expiration of nine (9) years from the last day of the first Lease Year, subject to automatic extension.

4.2 The Initial Rental Rate and the Adjusted Rental Rate are referred to collectively as "Rent."

4.3 For the good and valuable consideration of the public benefits set forth in the Development Agreement, the significant private investment required to bring the property into a commercially viable state for tenant occupancy and use, including restoration, revitalization, construction of Core and Shell Improvements, and other tenant improvements to the City owned building located on Site 1, and consistent with the standard business practice of offering initially reduced rent to accommodate for these expenses, the annual rental rate for Site 1 for the first three (3) years of the Lease shall be $1.00 and no/100 Dollars per year, payable upon execution

of the Lease ("Initial Lease Rate") The Rent will adjust to a commercial rate commencing on the first of the month after completion of the initial 3 years of the Term. The adjusted rate shall reflect a 6% annual return on funds provided by the City of Peoria for the Core and Shell Improvements, as defined in the Development Agreement ("Monthly Rent") and 20% of all Base Rent greater than Monthly Rent collected by the Lessee, as Developer under the terms of the Development Agreement, (excluding expense reimbursements (NNN's) and all other payments including real estate tax, insurance, common area maintenance, and sales tax on rent and other related charges.)("Percentage Rent"). Together with a statement showing what was collected during the preceding calendar year. Percentage Rent will be paid monthly in arrears on or the 15th day of the following month.

4.4 The Monthly Rent, Percentage Rent, and Additional Charges provided for in Section 5, shall be paid in lawful money of the United States of America to the "City of Peoria, Arizona" payable at 8401 W. Monroe, Peoria, Arizona 85345 and should be delivered to the attention of the City of Peoria Financial Services Manager, or to such other place or person as Lessor may from time to time designate in writing.

4.5 If Lessee shall fail or neglect to pay any amount due and payable to Lessor hereunder, and the delinquency shall continue for five (5) days after receipt of written notice from Lessor, then beginning on the sixth (6) day, Lessee shall pay to Lessor a late payment charge in the amount five percent (5%) of the unpaid amount in addition to, and not in lieu of, any other rights Lessor may have. Notwithstanding the preceding sentence, written notice is only required following the second late payment during any Lease Year.

SECTION 5–ADDITIONAL CHARGES

All taxes, including the City transaction privilege tax, assessments, charges, costs and expenses which Lessee assumes, agrees or is obligated by law to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Lessee's failure to pay the same as herein provided, and all other damages, costs and expenses which Lessor may suffer or incur, and any and all other sums which may become due, by reason of any default of Lessee or failure on Lessee's part to comply with the agreements, terms, covenants and conditions of this Lease Agreement on Lessee's part to be performed, shall be referred to herein as Additional Charges and, in the event of their nonpayment, Lessor shall have, with respect thereto, all rights and remedies herein provided in the event of nonpayment of Rent. All Rent and Additional Charges due Lessor shall accrue interest at fifteen percent (15%) per annum from their due date until paid. Lessee shall have the right to pay any additional charges directly to the tax generating authority.

SECTION 6–NO COUNTERCLAIM OR ABATEMENT OF RENT

Except as expressly provided herein, Rent and Additional Charges and all other sums payable by Lessee hereunder shall be paid without notice, demand, counterclaim, setoff, recoupment, deduction or defense of any kind or nature and without abatement, suspension, deferment, diminution or reduction.

SECTION 7–TAXES, ASSESSMENTS AND UTILITIES

7.1 Lessee shall pay and discharge, as and when the same shall become due and payable without penalty, all real estate, personal property, business, transaction privilege, occupation and occupational license taxes, assessments (but not assessments for any presently existing public improvements or benefits in effect, including but not limited to, any and all City of Peoria Improvement District assessment as of the Effective Date); and all other governmental taxes, impositions and charges of every kind and nature, general or special, unforeseen or foreseen, whether similar or dissimilar to any of the foregoing, which at any time during the term of this Lease Agreement shall be or become due and payable by Lessor or Lessee and which shall be levied, assessed or imposed. If the property has not been re-platted, this amount will be prorated based on the proportionate share of land area of the parcel compared to the land area of the entire parcel. Lessee shall have the right at its own expense to protest any amounts owed:

a. Upon or with respect to, or shall be or become liens upon, the Demised Premises, or any portion thereof or any interest of Lessor or Lessee therein or under this Lease Agreement.

b. Upon or with respect to the possession, operation, management, maintenance, alteration, repair, rebuilding, use or occupancy of the Demised Premises, or any portion thereof;

c. Upon this transaction or any document to which Lessee is a party or is bound, creating or transferring an interest or an estate in the Demised Premises, under or by virtue of any present or future law, statute, charter, ordinance, regulation, or other requirement of any governmental authority. It is the intention of the Parties hereto that, insofar as the same may be lawfully done, Lessor shall be free from all costs, expenses, obligations and all such taxes, assessments and all such other governmental impositions and charges, and that this Lease Agreement shall yield net to Lessor not less than the Minimum Annual Rental and Percentage of Gross Sales Rental reserved hereunder, throughout the term of this Lease Agreement.

7.2 Lessee, upon Lessor's written request, shall furnish to Lessor, within twenty (20) days thereafter, proof of the payment of any taxes, impositions or charges which Lessee and not Lessor shall have the obligation to pay under the provisions of this Section.

7.3 Subject to any financial obligations of Lessor imposed in the Development Agreement for Core and Shell Improvements, Lessee shall be solely responsible for, and shall pay the cost of, constructing or installing utility hookups from existing utility installations to the Demised Premises and shall be solely responsible for, and shall pay the cost of, all utility services consumed by Lessee on the Demised Premises.

SECTION 8–USE OF PREMISES

Lessee shall use the Demised Premises solely for the Permitted Use and not for any other purpose without the prior written consent of Lessor. Lessee shall not use or permit the Demised Premises to be used in violation of the laws, ordinances, regulations and requirements of the United States of America, the State of Arizona, the County of Maricopa, the City of Peoria or

any subdivision or department thereof or any other authority or agency having jurisdiction over the Demised Premises. Lessee agrees, at its sole expense, to comply with and conform to all requirements of any governmental entity having jurisdiction over the Demised Premises, throughout the entire term, including any applicable extensions, of this lease agreement. Use of the Demised Premises in violation of the terms of this Lease Agreement or the Development Agreement shall cause Lessee to be in default hereunder; provided, however, Lessee shall have the right to cure said default pursuant to the provisions of Section 18 of this Lease Agreement.

SECTION 9–LESSEE'S CONSTRUCTION OF BUILDINGS AND IMPROVEMENTS

9.1 Lessee, at its sole expense, shall cause any Improvements to be constructed and installed in compliance with the City of Peoria zoning laws, which are consistent with the Permitted Use and do not conflict with or fundamentally alter or destroy the Core and Shell Improvements that may be built by the Lessor pursuant to the terms of the Development Agreement. Lessee shall commence said construction in accordance with the terms and provisions of the Development Agreement. Lessor acknowledges and agrees that Lessee shall have the right at any time after the Effective Date to enter upon the Demised Premises for the purposes of constructing Improvements, provided, however, Lessee acknowledges and agrees that it shall maintain the insurance required in Section 13.3 from the date it enters upon the Demised Premises to commence construction of the Improvements.

9.2 The construction described in Section 9.1, as well as any subsequent construction or any additions or alterations which affect the structure, foundation or exterior of any Core and Shell Improvements shall be subject to the prior written approval of Lessor, through its designated representative, the City Manager or his designee ("Lessor's Representative"), which shall include, but not be limited to, approval by Lessor's Representative of all site plans, grading, landscaping and building materials.

9.3 Lessee shall be allowed to landscape and utilize non-permanent fixtures in and on the Demised Premises, subject to complying with City regulations. Lessee acknowledges that, Lessee shall be responsible, at its sole expense, for all repairs to and maintenance of the landscape or non-permanent fixtures, including damage caused by projects initiated by Lessor.

9.4 Subject to the provisions of Section 9.2, the Development Agreement, and the City-approved site plan, Lessee shall not make material alterations and/or additions to any Improvements included within the Demised Premises, without the prior written approval of Lessor's Representative, and in no event may the general character of the Demised Premises be changed .

9.5 Lessee, or its designated contractors, subcontractors and employees, shall perform the construction and installation on the Demised Premises in a good and workmanlike manner under the supervision of a licensed architect or engineer and in all respects in accordance with all applicable legal requirements, permits or approvals, as the case may be.

SECTION 10–MAINTENANCE AND REPAIRS

10.1 Lessee at all times during the Term of this Lease Agreement shall keep and maintain in good order and repair and in a clean and sanitary condition the real property, landscaping,

buildings, structures, fixtures and improvements included within the Demised Premises, and all equipment and appurtenances, both interior and exterior, structural and non-structural, ordinary or extraordinary, howsoever the necessity or desirability of repairs may occur. All repairs, replacements and renewals shall be made promptly and be equal in quality and class to the original work. Lessee waives any right created by any law now or hereafter in force to make repairs to the Demised Premises at Lessor's expense, it being understood that exclusive of the Core and Shell Improvements allowed under the terms of the Development Agreement, Lessor shall in no event be required to make any alterations, improvements or repairs during the Term, except that if any damage to the buildings, structures, or improvements on the Demised Premises, or to any equipment or appurtenances located thereon, shall have been as a result of Lessor's negligent or intentional actions, Lessor shall pay the cost therefor to Lessee.

SECTION 11–REGULATORY REQUIREMENTS

11.1 Lessee shall promptly observe and comply with all present and future laws, ordinances, requirements, rules and regulations of all governmental authorities having or claiming jurisdiction over the Demised Premises or any part thereof and of all insurance companies writing policies covering the Demised Premises or any part thereof. Without limiting the generality of the foregoing, Lessee shall also procure each and every permit, license, certificate or other authorization required in connection with the lawful and proper use of the Demised Premises or required in connection with any building, structure or improvement now or hereafter erected thereon. Notwithstanding the foregoing, nothing contained herein shall be deemed to grant either Lessor or Lessee the right to alter the terms of this Lease Agreement without the express written consent of both parties.

11.2 Lessee covenants and agrees not to use, generate, release, manage, treat, manufacture, store, or dispose of, on, under or about, or transport to or from (any of the foregoing hereinafter described as "Use") the Demised Premises any Hazardous Materials (other than De Minimis Amounts). Lessee further covenants and agrees to pay all costs and expenses associated with enforcement, removal, remedial or other governmental or regulatory actions, agreements or orders threatened, instituted or completed pursuant to use of any Hazardous Materials in any amount by Lessee, its employees, agents, invitees, subtenants, licensees, assignees or contractors. For purposes of this Lease (1) the term "Hazardous Materials" shall include but not be limited to asbestos, urea formaldehyde, polychlorinated biphenyls, oil, petroleum products, pesticides, radioactive materials, hazardous wastes, toxic substances and any other related or dangerous, toxic or hazardous chemical, material or substance defined as hazardous or regulated or as a pollutant or contaminant in, or the Use of or exposure to which is prohibited, limited, governed or regulated by, any Hazardous Materials Laws; (2) the term "De Minimis Amounts" shall mean, with respect to any given level of Hazardous Materials, that such level or quantity of Hazardous Materials in any form or combination of form (i) does not constitute a violation of any Hazardous Materials Laws; and (3) the term "Hazardous Materials Laws" shall mean any federal, state, county, municipal, local or other statute, law, ordinance or regulation now or hereafter enacted which may relate to or deal with the protection of human health or the environment, including but not be limited to the Comprehensive Environment Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901; the Federal Water Pollution Control Act, 33 U.S.C. Section 1251, et seq.; the

Toxic Substances Control Act of 1976, 15 U.S.C. Section 2601, et seq.; Ariz. Rev. Stat. Ann., Title 49 (the "Arizona Environmental Quality Act of 1986"); and any rules, regulations or guidelines adopted or promulgated pursuant to any of the foregoing as they may be amended or replaced from time to time.

11.3 Lessor agrees to join in the execution of any instruments which may reasonably be required in order for Lessee to procure the issuance of any licenses, occupational permits, building permits or other government approvals required by Lessee in its use, occupancy or construction of the Demised Premises. Lessee shall indemnify and save Lessor harmless from any expense or loss whatsoever occasioned by Lessor's presence as a party to any such instrument, application or permit.

11.4 As set forth in the Development Agreement, Lessor agrees to provide Lessee with a copy of Lessor's most recent Phase II Environmental Report for the real property. Thereafter, Lessor will provide Lessee with the updated preliminary followed by the final Phase II Environmental Reports to be obtained by Lessor.

11.5 Lessee shall indemnify, defend and hold Lessor, its successors and assigns, employees, agents, boards, commissions, representatives, and attorneys harmless, on demand, for, from and against any and all liabilities, obligations, damages, charges and expenses, penalties, suits, fees, claims, legal and investigation fees or costs, arising from or related to any claim or action for injury, liability, breach of warranty or representation, or damage to persons, property, the environment or the Demised Premises and any and all claims or actions brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, human health, property or the environment pursuant to any Hazardous Materials Laws, the common law, or other statute, ordinance, role, regulation, judgment or order of any governmental agency or judicial entity, which are incurred or assessed as a result, whether in part or in whole, of the presence of any Hazardous Materials first coming onto the Demised Premises after the Effective Date.

SECTION 12–LIENS

12.1 Neither Lessor nor the real property included within the Demised Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished to the Demised Premises, and Lessee shall be solely and wholly responsible to contractors, laborers and materialmen performing such labor and furnishing such material.

12.2 If, because of any error, act, or omission (or alleged error, act or omission) of either Lessee or Lessor, any mechanics', materialmen's or other lien, charge or order for the payment of money shall be filed or recorded against the real property included within the Demised Premises or against Lessor (whether or not such lien, charge or order is valid or enforceable as such), Lessee or Lessor, as the case may be, shall, at its own expense, either cause the same to be discharged of record pursuant to A.R.S. § 33-1004, or otherwise cause such discharge, within thirty (30) days after either shall have received from the other a written notice requesting such discharge.

SECTION 13–PROPERTY AND PUBLIC LIABILITY INSURANCE

13.1 Lessee shall at all times, throughout the term of this Lease Agreement, keep the Demised Premises insured against perils. Lessee shall ensure that all insurance policies in effect for the Demised Premises name the City of Peoria as an additional insured.

13.2 The insurance policies required by this Section shall be written by insurance companies with an A.M. Best's Key Rating Guide of A- [minus] or better, authorized to do business in the State of Arizona, and shall be written on an occurrence basis or in a form satisfactory to Lessor. As often as any such policy shall expire or otherwise terminate, renewal or additional policies shall be procured and maintained by Lessee and its contractor(s) to provide uninterrupted coverage. Lessee agrees and shall cause its contractor(s) to agree to provide Lessor with certified copies of all insurance policies providing coverage for the Demised Premises upon Lessor's request.

13.3 Lessee, during the entire term of this Lease Agreement, shall provide, secure, pay for and maintain the following insurance coverage, indemnification and waivers as set forth in subsections "a" through "f" (inclusive) immediately below:

a. At all times during the Lease Term, "all-risk" property insurance, for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, water damage of any type, including sprinkler leakage, bursting of pipes, explosion, in an amount not less than one hundred percent (100%) of the replacement cost covering (a) all buildings and improvements, including tenant improvements on the property; and (b) any trade fixtures, equipment and other personal property from time to time situated in the Premises. The proceeds of such insurance shall be used for the repair or replacement of the property so insured, except that if not so applied or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Lessor and the proceeds applicable to Lessee's personal property shall be paid to Lessee.

b. Statutory workers' compensation insurance, in an amount required by the State of Arizona employer's liability coverage in an amount of not less than $1,000,000, and any and all applicable insurance required by any employee benefit acts or other statutes as will protect Lessee's employees from any and all liability under the aforementioned acts and statutes for work performed at the Demised Premises.

c. Commercial general liability insurance in an amount not less than $1,000,000.00 combined single limit per occurrence and not less than $3,000,000.00 general aggregate, including but not limited to coverage for explosion, collapse, and underground work as well as contractual liability coverage and including Lessor as an additional insured on a primary non-contributory basis with respect to any other insurance available to Lessor. If the permitted use permits the sale of alcoholic beverages on the Demised Premises, then during any period that Lessee offers alcoholic beverages for sale on the Demised Premises, Lessee shall obtain a liquor liability endorsement to said commercial general liability policy in an

amount not less than $1,000,000.00 combined single limit per occurrence and not less than $3,000,000.00 general aggregate.

d. Lessee (including also anyone holding under Lessee and any and all subtenants and other occupants of the Demised Premises), as the case may be, shall: (i) provide waivers of liability in favor of Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees releasing the same from any and all liability for any and all bodily injury, personal injury and loss of or damage to property (including also any and all loss of use resulting therefrom); (ii) require any and all insurers for the Demised Premises to name the Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees as Additional Insureds in all insurance policies required under this Section 13.3.; and, (iii) require that Lessee (including also anyone holding under Lessee and any and all sub-tenants and other occupants of the Demised Premises) and all insurers providing policies of insurance under this Section 13.3 waive their rights of subrogation against Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees.

   The above-referenced waivers of liability and subrogation shall not apply to Lessor's negligent or intentional acts but said waivers of liability and subrogation shall be applicable to any negligence imputed to Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees by operation of law as a result of the action or non-action of Lessee (including anyone holding under Lessee and any and all sub-tenants and other occupants of the Demised Premises) and their respective insurers for work performed on, or services provided to, the Demised Premises).

e. Should Lessee utilize any steam or pressure boilers, or other similar apparatus on the Demised Premises, Lessee shall maintain boiler and machinery coverage, to include explosion insurance, with respect to any steam or pressure boilers and similar apparatus located on the Demised Premises in an amount not less than $1,000,000.00 combined single limit per occurrence and not less than $3,000,000.00.

13.4 During the entire term of this Lease Agreement, Lessee shall require any and all contractor(s) performing work or services to the Demised Premises with Lessee's consent or approval, to provide, secure, pay for and maintain the following insurance coverage, indemnification and waivers as set forth in subsections "a" through "g" (inclusive) immediately below.

a. Statutory workers' compensation insurance, with limits of not less than $100,000.00 on an occurrence basis, employer's liability coverage in an amount of not less than $1,000,000, and any and all insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect Lessee's employees, contractors and subcontractors from any and all liability under the aforementioned acts and statutes.

b. Commercial general liability insurance in an amount not less than $3,000,000.00 combined single limit per occurrence and not less than $5,000,000.00 general aggregate, including but not limited to coverage for explosion, collapse, and underground work as well as contractual liability coverage and including Lessor as an additional insured on a primary non-contributory basis with respect to any other insurance available to Lessor.

c. Builder's risk property insurance policy covering all risks in completed value form for all sites upon which construction is occurring. Such policy shall cover the total value of the work performed, as well as the value of any equipment, supplies, and/or material for the project that may be in storage (on or off the site) or in transit. The policy shall cover the cost of removing debris, including demolition as may be legally necessary by the operation of any law, ordinance or regulation, and for loss or damage to any owned, borrowed, leased or rented capital equipment, tools, including tool of their agents and employees, staging towers and forms, and property of the City held in their care, custody and/or control. Such policy shall name as insured's the City.

d. Comprehensive automobile liability insurance, including coverage for the ownership, maintenance and operation of any automobile equipment owned, hired or non-owned, which is assigned to or used by the contractor(s) in the performance of work on, or services provided to, the Demised Premises, in an amount not less than $1,000,000.00 combined single limit per accident.

e. Either of the following: (I) owner's and contractor's protective liability insurance with limits of not less than $1,000,000.00 combined single limit per occurrence and not less than $5,000,000.00 general aggregate as will insure Lessor as named insured against any and all claims for bodily injury, including death resulting therefrom, personal injury or damage to the property of others, arising from or in any way connected to Lessee's contractor(s) performance of work on, or services provided to, the Demised Premises or (ii) in lieu of the foregoing owner's and contractor's protective liability insurance specified in this Subsection 13.4 (d), an endorsement to the commercial general liability insurance specified in subsection b above of this paragraph providing for a separate general aggregate limit of insurance of not less than $5,000,000.00 on an occurrence basis.

f. Lessee shall cause the above-referenced contractor(s) and sub-contractor(s) (and their respective insurers) to: (i) provide waivers of liability in favor of Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees releasing and holding harmless the same from any and all liability for any and all bodily injury, including death resulting therefrom, personal injury and loss of or damage to property (including also any and all loss of use resulting therefrom); (ii) require the above-referenced contractor(s) and sub-contractor(s) to name the Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees as Additional Insureds in all insurance policies required under this Section 13.4; and (iii) require that the contractor(s), sub-contractor(s) and all insurers providing policies of insurance under this Section

13.4 waive their rights of subrogation against Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees.

The above-referenced waivers of liability and subrogation shall not apply to Lessor's negligent or intentional acts but shall be applicable to any negligence imputed to Lessor, its agents, representatives, officers, directors, elected officials and employees by operation of law as a result of the action or non-action of Lessee's contractor(s), sub-contractor(s) and their respective insurers for work performed on, or services provided to, the Demised Premises.

g. Lessee's contractor(s) and sub-contractor(s) performing work on, or providing services to, the Demised Premises shall maintain Errors & Omissions coverage in an amount not less than $1,000,000.00 combined single limit per occurrence and not less than $3,000,000.00 general aggregate.

13.5 At Lessee's election, the insurance required by this Section may be provided under a blanket policy.

13.6 Certificates of insurance evidencing all of the coverages required in this Section shall be delivered to Lessor prior to the start of construction of any buildings, structures or improvements on or in the Demised Premises and renewal certificates of insurance shall be delivered to Lessor no later than five (5) days following renewal of all required policies. Such certificates shall also provide that Lessor will receive written notice at least ten (10) days prior to any cancellation, non-renewal or reduction in coverage. Lessor reserves the right to require Lessee to furnish proof, satisfactory to Lessor, that any and all insurance policies for the Demised Premises remain in full force and effect.

13.7 In the event of loss or destruction under any such policy or policies, Lessee shall promptly proceed with the repair and restoration of the damaged or destroyed Improvements in accordance with and subject to the provisions of Section 14 of this Lease Agreement. The insurance proceeds shall, subject to the rights of any Leasehold Mortgagee in and to any such insurance proceeds, be paid to Lessee and thereafter held in trust by a bank or title companies designated by Lessor and approved by Lessee (the "Escrowee"), to be paid out in compliance with the requirements of the insurance policy insurance, including payment to the general contractor but subject to receipt of conditional and final waivers of liens over the course of construction for the cost and expense of repairing or restoring the Improvements damaged or destroyed; provided, however, that in the event that such insurance proceeds shall be insufficient to pay fully the cost of completion of such repair or restoration (or in the event any Leasehold Mortgagee has required that any such insurance proceeds be paid to such Leasehold Mortgagee and not used by Lessee for the repair and restoration of the damaged or destroyed Improvements), Lessee shall have deposited with the Escrowee the balance of such costs before any such repair and restoration are commenced so that it shall appear to the satisfaction of Lessor that the amount of insurance money in the hands of the Escrowee shall at all times be sufficient to pay for the completion of said repairs or restoration free and clear of liens. Upon the completion of said repair or restoration, free and clear of all liens, any surplus of insurance monies shall be paid to Lessee, provided that Lessee is not then in default under this Lease Agreement. In the event that this Lease Agreement shall have been terminated for any default of

Lessee under any of the terms and provisions contained in this Lease Agreement, all insurance proceeds in the hands of the Escrowee and all claims against insurers shall be and become the absolute property of Lessor. The rights of Leasehold Mortgagees with respect to insurance proceeds shall be paramount to any other party, including Lessor, under this Section 13.7. It will not be a default of Lessee under this Section 13 and Section 14 if the insurance carrier will agree to pay proceeds to Escrowee.

SECTION 14–DAMAGE OR DESTRUCTION

14.1 In the event of damage to or destruction of any of the Improvements by fire or other casualty, Lessee shall give Lessor and any Leasehold Mortgagee prompt notice thereof and shall at its own expense and whether or not the insurance proceeds are sufficient for the purpose, promptly commence and thereafter diligently pursue completion of the repair, restoration or rebuilding of the same so that upon completion of such repairs, restoration or rebuilding, the value and rental value of the Improvements shall be substantially equal to the value and rental value thereof immediately prior to the occurrence of such fire or other casualty.

14.2 Notwithstanding anything to the contrary contained herein, if the Improvements should be rendered untenable by fire or other casualty to the extent of fifty percent (50%) or more of the replacement cost of said Improvements, Lessee and Lessor, subject to the approval of the Peoria City Council if the City of Peoria is still the Lessor, may mutually agree in writing that Lessee is relieved of any obligation to rebuild on the real property included within the Demised Premises and is further relieved of all obligations under this Lease Agreement. Lessee shall pay over to Lessor all casualty proceeds received or receivable by reason of the destruction of said buildings, structures or improvements under this provision.

SECTION 15–INDEMNIFICATION

15.1 Lessee shall protect, indemnify, defend and hold Lessor, its agents, representatives, officers, directors, elected and appointed officials and employees harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against Lessor, its agents, representatives, officers, directors, elected or appointed officials, and employees, by reason of the following: (the "Claims") (i) any use, nonuse or condition of the Demised Premises or any part thereof, (ii) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the Demised Premises or any part thereof, (iii) any failure on the part of Lessee to perform or comply with any of the terms of this Lease Agreement, (iv) performance of any labor or services or the furnishing of any materials or other property with respect to the Demised Premises or any part thereof, or (v) any failure on the part of Lessee to comply with any of the matters set forth in Section 11 of this Lease Agreement, including but not limited to any failure by Lessee to clean up any Hazardous Materials.

15.2 In the event Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees should be made a defendant in any action, suit or proceeding brought by reason of any such occurrence, Lessee shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Lessee and

reasonably approved by Lessor. Except for the negligence of Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees if any such action, suit or proceeding should result in a final judgment against Lessor, Lessee shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of Lessee under this Section arising by reason of any such occurrence taking place while this Lease Agreement is in effect shall survive any termination or other form of cancellation of this Lease Agreement.

15.3 Notwithstanding the terms and conditions contained in Section 15.2 above, Lessee shall be required to protect, defend, indemnify, satisfy or hold harmless Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees in the event negligence is imputed against by operation of law against Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees as a result of the actions or non-action of Lessee, its agents, servants, employees, directors, representatives, officials, customers, vendors, guests, licensees or invitees on the Demised Premises.

15.4 Lessor shall indemnify and hold Lessee and its agents, representatives, officers, directors, employees and invitees (collectively, the "Lessee Indemnitees") harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) imposed upon or asserted against the Lessee Indemnitees by Lessor or its employees, agents, representatives, directors, officials, customers, vendors, guests, licensee and invitees (collectively, the "Lessor Parties") with respect to any Claims arising out of the acts or omissions of the Lessor Parties.

15.5 Except for any responsibility alleged or allocated to Lessor by reason of its failure to enforce the terms of this Lease Agreement, Lessor shall protect, indemnify and hold Lessee harmless from and against all liabilities, obligations, claims, suits, damages, penalties, causes of action, costs and expenses (including reasonable attorney's fees and expenses) imposed upon or asserted against Lessee by reason of the gross negligence of Lessor, its agents, representatives, officers, directors, elected and appointed officials, or employees. In the event Lessee should be made a defendant in any action, suit or proceeding brought by reason of Lessor's, its agents', representatives', officers', directors', elected and appointed officials', and employees' negligence, Lessor shall at its own expense resist and defend such action, suit or proceeding or cause the same to be resisted and defended by counsel designated by Lessor. Except to the extent of Lessee's negligence, if any such action, suit or proceeding should result in a final judgment against Lessee, Lessor shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of Lessor under this Section arising by reason of any such occurrence taking place while this Lease Agreement is in effect shall survive any termination or other form of cancellation of this Lease Agreement.

15.6 Notwithstanding the obligations imposed upon Lessor pursuant to Section 15.4 above, Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees shall not be required to protect, defend, indemnify, satisfy any judgment or hold Lessee harmless for any negligence imputed against Lessor, its agents, representatives, officers, directors, elected and appointed officials, and employees by operation of law as a result of the action or non-action of Lessee, its agents, servants, employees, directors, representatives, officials, customers, vendors, guests, licensees or invitees on the Demised Premises.

SECTION 16–ASSIGNMENT AND SUBLETTING

16.1 Lessee shall not transfer or assign this Lease Agreement or any interest in this Lease Agreement or sublet the Demised Premises or any portion thereof without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. Any attempted transfer, assignment or subletting, including any involuntary transfers or assignments by operation of law, without such written consent shall be void and confer no rights upon any third person, and at the option of Lessor, shall cause a termination of this Lease Agreement, in which event said third person shall occupy the Demised Premises as a tenant at sufferance. No such transfer, assignment or subletting shall relieve Lessee of its liability for the full performance of all of the terms, agreements, covenants and conditions of this Lease Agreement. A consent by Lessor to one transfer, assignment or subletting shall not operate as a waiver of this Section as to any future transfer, assignment or subletting, and this Section shall apply to any transferee, assignee or subtenant. The provisions of this Section, however, shall not preclude Lessee's mortgaging or otherwise hypothecating its leasehold estate in accordance with the provisions of Section 17.

Notwithstanding the foregoing, Lessor recognizes and agrees that Lessee may: (i) assign this Lease Agreement to, or may otherwise merge or consolidate its operation with, another entity, which the Lessee has a controlling interest in, that desires to conduct the Permitted Use at the Demised Premises; and/or (ii) sublease the Demised Premises to another entity which desires to conduct the Permitted Use at the Demised Premises, limited to uses that are permitted or conditionally permitted under Peoria City Code §21-619 "Old Town Mixed Use District", and/or (iii) assign its interest under this Agreement to any entity controlling, controlled by or under common control with Developer without Seller's consent or approval (each, a "Permitted Transfer"). Such assignment, merger, consolidation or sublease shall be permitted provided: (i) Lessee provides to Lessor a copy of the assignment, merger, consolidation or sublease instruments evidencing any such Permitted Transfer; and (ii) the Demised Premises continues to be used for the Permitted Use from and after the effective date of any such Permitted Transfer, provided, however, that the Permitted Use may be operated under a trade name different than the trade name set forth in Section 1 hereinabove.

16.2 Each transfer, assignment, and subletting to which there has been consent shall be by an instrument in writing in a form satisfactory to Lessor, and shall be executed by the transferor, assignor or sublessor; and the transferee, assignee, or sublessee shall agree in writing, for the benefit of Lessor, to assume, be bound by, and to perform the terms, covenants and conditions of this Lease Agreement to be done, kept and performed by Lessee. One executed copy of such written instrument shall be delivered to Lessor. A consent to any transfer, assignment or subletting shall not constitute a waiver or discharge of the provisions of this paragraph with respect to a subsequent transfer, assignment or subletting from becoming effective. The acceptance of Rent or Additional Charges from any other person shall not be deemed to be a waiver of any of the provisions of this Lease Agreement or consent to the transfer, assignment or subletting of the Demised Premises.

16.3 Lessee agrees to reimburse Lessor for Lessor's reasonable costs (including but not limited to attorneys' fees) in conjunction with the processing of any request for consent under this Section.

16.4 Lessor will provide an executed Sublease Recognition and Non-Disturbance agreement to any subtenant who requests protection from an early termination of this Lease Agreement.

SECTION 17–HYPOTHECATION OF LEASEHOLD ESTATE

17.1 Lessee shall have the right to mortgage its Leasehold Estate (but in no event the Demised Premises, which may be assigned, encumbered and mortgaged only by Lessor) to a Leaseholder provided that any such Leasehold Mortgagee shall acknowledge that its security is the Leasehold Estate and not Lessor's fee simple ownership of the Demised Premises. As used in this Section and throughout this Lease Agreement, the noun "Mortgage" shall include a deed of trust, the verb "mortgage" shall include the creation of a deed of trust, and the word "Leasehold Mortgagee" shall include the beneficiary under a deed of trust.

17.2 If Lessee shall mortgage this Lease Agreement in accordance with Section 17.1 and shall have furnished Lessor the name and mailing address of the Leasehold Mortgagee, then Lessor shall not be empowered to terminate this Lease Agreement by reason of the occurrence of any default hereunder, unless:

a. Lessor shall have given the Leasehold Mortgagee under such Leasehold Mortgage a copy of its notice to Lessee of such default; and in case Lessee shall default in respect of any of the provisions of this Lease Agreement, any Leasehold Mortgagee shall have the right, but not the obligation, to cure such default whether the same consists of the failure to pay Rent or the failure to perform any other covenant which Lessee is required to perform under this Lease Agreement, and Lessor shall accept performance by or on behalf of such Leasehold Mortgagee as though, and with the same effect as if, the same had been done or performed by Lessee. A Leasehold Mortgagee will have a period of time after the service of such notice upon it within which to cure the default specified in such notice, or cause it to be cured, which is the same period for cure, if any, as is given to Lessee under this Lease Agreement in respect of the specified default after the giving of such notice to Lessee, plus an additional period of thirty (30) days. In the event of a default (or in the event that Lessor is seeking to terminate this Lease Agreement by reason of a default) which is curable without Leasehold Mortgagee being in possession and control of the buildings, but cannot reasonably be cured within said period, the period of time for cure shall be extended for so long as any Leasehold Mortgagee is diligently and continuously proceeding to attempt to cure such default, provided that the Leasehold Mortgagee has begun proceedings to cure the default within the said period. In no event shall a default due to a failure to pay Rent be deemed a default which cannot be reasonably cured within such additional period of thirty (30) days.

b. With respect to any nonmonetary default by Lessee under this Lease Agreement that is not susceptible of being cured by the Leasehold Mortgagee without being in possession and control of the Improvements, Lessor shall take no action to terminate this Lease Agreement on account of such default if, within ninety (90) days after notice of the default from Lessor (subject to any bankruptcy stays), the Leasehold Mortgagee shall have commenced appropriate proceedings to obtain

possession of the Demised Premises (including possession by a receiver) or to foreclose the Leasehold Mortgage or otherwise to acquire Lessee's interest under this Lease Agreement and the Demised Premises, and shall thereafter be prosecuting the same to completion in good faith, with diligence and continuity (subject to any bankruptcy stays); provided, however, that: (i) the Leasehold Mortgagee shall not be obligated to continue any such possession or to continue such foreclosure proceedings or other action after the default shall have been cured; (ii) Lessor shall not be precluded from exercising any rights or remedies with respect to any other default by Lessee under this Lease Agreement during the pendency of such foreclosure proceedings; (iii) during the period of Lessor's forbearance, the Leasehold Mortgagee shall comply with such of the terms, covenants and conditions of this Lease Agreement as are then susceptible of compliance by the Leasehold Mortgagee; (iv) if and after the Leasehold Mortgagee obtains possession of the Demised Premises or acquires Lessee's interest under this Lease Agreement, the Leasehold Mortgagee shall promptly commence and diligently pursue the curing of all defaults under this Lease Agreement then susceptible of being cured by the Leasehold Mortgagee, and all other defaults of Lessee not then susceptible of being cured by the Leasehold Mortgagee shall be deemed to have been waived by Lessor upon completion of such foreclosure proceedings or acquisition by the Leasehold Mortgagee; and (v) if a third party acquires Lessee's interest under this Lease Agreement at the foreclosure sale, such party shall promptly commence and diligently pursue the curing of all defaults under this Lease Agreement then susceptible of being cured by such party, and all other defaults of Lessee not then susceptible of being cured by such party shall be deemed to have been waived by Lessor upon such acquisition.

17.3 Lessor agrees that in the event of termination of this Lease Agreement for any reason (other than a default by Lessee beyond the applicable cure period, for which Leasehold Mortgagee was provided notice and an opportunity to cure in accordance with this Article), that Lessor will enter into a new lease of the Demised Premises with Leasehold Mortgagee or its designee for the remainder of the Term, effective as of the date of such termination, at the rent and upon the terms, provisions, covenants and agreements as herein contained, provided:

(i) Leasehold Mortgagee, or its designee, shall make written request upon Lessor for such new lease within thirty (30) days after Lessor has given Leasehold Mortgagee notice of such termination.

(ii) Said written request shall be accompanied by payment of all past due rents and other charges owing to Lessor hereunder of which Leasehold Mortgagee shall have been given notice, and, thereafter such monetary obligations shall be maintained current through the time of the execution and delivery of said new lease.

(iii) The Lessee under such new lease shall automatically have the same right, title and interest in and to the Demised Premises as Lessee had under the terminated Lease Agreement.

(iv) The Lessee under such new lease shall be bound and subject to any use restrictions relating to the Demised Premises as set forth in the terms of the Development Agreement and City of Peoria approved site plan.

(v) The Lessee under such new lease shall automatically assume the outstanding obligations under the terms of the Development Agreement.

17.4 Notwithstanding any contrary provision of this Lease Agreement, the Leasehold Mortgagee shall not be liable or responsible in any respect for any of Lessee's obligations under this Lease Agreement unless and until the Leasehold Mortgagee becomes the owner and holder of this Lease Agreement through foreclosure or bankruptcy proceedings, or assignment in lieu thereof.

17.5 The Leasehold Mortgagee may become the legal owner and holder of the Leasehold Estate under this Lease Agreement by foreclosure of its Leasehold Mortgage or as a result of the assignment of this Lease Agreement in lieu of foreclosure. Upon becoming the owner and holder of the Leasehold Estate, the Leasehold Mortgagee shall have all rights, privileges, obligations and liabilities of the original Lessee, except that the Leasehold Mortgagee shall have the right to assign its interest under this Lease Agreement and, provided the assignee shall assume and agree to perform and be bound by all of the terms hereof, to be relieved of further liability hereunder.

17.6 In the event the Leasehold Mortgagee either becomes the legal owner and holder of the Leasehold Estate by foreclosure of its Leasehold Mortgage, if a third party acquires Lessee's interest under this Lease Agreement at the foreclosure sale or if any other third party becomes the Lessee under this Lease Agreement as a result of an exercise by the Leasehold Mortgagee of its rights under the Leasehold Mortgage (all of the foregoing, a "Successor Lessee"), such Successor Lessee shall have the right to use the Demised Premises for commercial use as set forth in the Permitted Uses and Development Agreement. However, such commercial uses shall subject to uses that are permitted or conditionally permitted under Chapter 21-619 "Old Town Mixed Use District – CCMU" of the Peoria City Code."

17.7 In the event the Leasehold Mortgagee either becomes the legal owner and holder of the Leasehold Estate by foreclosure of its Leasehold Mortgage, the Leasehold Mortgagee, or any assignee thereafter, shall assume the outstanding obligations set forth in the Development Agreement.

17.8 Any notice or other communication which Lessor shall desire or is required to give to or serve upon Leasehold Mortgagee shall be in writing and shall be served personally or by overnight courier service (such as Federal Express or UPS) addressed to such Leasehold Mortgagee at its address as set forth in the notice to Lessor, or at such other address as shall be designated from time to time by such holder by notice in writing given to Lessor. Any notice or other communication which any Leasehold Mortgagee shall desire or is required to give to or serve upon Lessor shall be deemed to have been given or served if sent as set forth in the provisions of this Lease Agreement providing for notices to Lessor.

17.9 Lessor will not modify, amend or accept a surrender of this Lease Agreement without the prior written consent of the Leasehold Mortgagee. Any such modification, amendment or

surrender without the written consent of the Leasehold Mortgagee, which consent shall not be unreasonably delayed or withheld, of which Lessor has been given notice shall be void and of no force or effect.

SECTION 18–DEFAULTS BY LESSEE

18.1 Each of the following occurrences shall be an event of default hereunder:

a. If Lessee shall fail to pay any Rent or Additional Charges or any sum due hereunder promptly when due and such failure shall continue for thirty (30) days after Lessee's receipt of notice thereof in writing to Lessee and such failure shall continue for an additional thirty (30) days after receipt of a second written notice by Landlord.

b. If default shall be made by Lessee in any of the other covenants, agreements, conditions or undertakings herein to be kept, observed and performed by Lessee (not including the occurrence of any event referred to in subparagraphs (c) through (f) of this Section) and such default shall continue for thirty (30) days after receipt of written notice thereof in writing to Lessee (which notice shall specify the respects in which Lessor contends that Lessee has failed to perform any of the covenants, conditions and agreements) from Lessor to Lessee, unless with respect to any default which cannot be cured within thirty (30) days, Lessee, or any person holding by, through or under Lessee, in good faith, promptly after receipt of written notice, shall have commenced and continued diligently to reasonably prosecute all action necessary to cure the default.

c. If Lessee shall voluntarily file any petition, or have an involuntary petition filed on its behalf, under any chapter or section of the Federal Bankruptcy Code or any similar law, state or federal, whether now or hereafter existing, or shall file an answer admitting insolvency or inability to pay its debts; provided however, that Lessee shall not remain in default if Lessee shall continue to pay all Rent and Additional Charges and comply with all other terms and conditions of this Lease Agreement.

d. If a trustee or receiver shall be appointed for Lessee or for a major portion of its property or for any portion of the Demised Premises.

e. If any court shall have taken jurisdiction of a major portion of the property of Lessee or any potion of the Demised Premises in any involuntary proceeding for dissolution, liquidation or winding up of Lessee and such jurisdiction shall not be relinquished or vacated within sixty (60) days.

f. If Lessee shall make an assignment for the benefit of its creditors.

18.2 Upon the occurrence of any default that is not cured within the applicable cure period, and at any time after the expiration of the applicable cure period, Lessor shall have the right, at its election, to reenter the Demised Premises and the buildings, structures and improvements then situated thereon, or any part thereof, either with or without process of law, and to expel, remove

and put out Lessee and all persons occupying or upon the same under Lessee, using such force as may be necessary in so doing, and again to possess the premises and enjoy the same as in their former estate and to take full possession of and control over the Demises Premises and the buildings, structures and improvements thereon and to have, hold and enjoy the same and to receive all rental income of and from the same. No reentry by Lessor shall be deemed an acceptance of a surrender of this Lease Agreement, nor shall it absolve or discharge Lessee from any liability under this Lease Agreement. Upon such reentry, all rights of Lessee to occupy or possess the Demised Premises shall cease and terminate.

18.3 Upon the occurrence of any default and at any time thereafter, Lessor shall have the right, at its election, with or without reentry as provided in Section 18.2, to give written notice to Lessee stating that this Lease Agreement and the real property hereby demised shall terminate on the date specified by such notice, and upon the date specified in such notice this Lease Agreement and the real property hereby demised and all rights of Lessee hereunder shall terminate. Upon such termination, Lessee shall quit and peacefully surrender to Lessor the Demised Premises and the buildings, structures and improvements then situated thereon.

18.4 At any time and from time to time after such reentry, Lessor may relet the Demised Premises and the buildings, structures and improvements thereon, or any part thereof, in the name of Lessor or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the term of this Lease Agreement), and on such conditions (which may include concessions or free rental) as Lessor, in its reasonable discretion, may determine and may collect and receive the rental therefor. However, in no event shall Lessor be under any obligation to relet the Demised Premises and the buildings, structures and improvements thereon, or any part thereof, and Lessor shall in no way be responsible or liable for any failure to relet or for any failure to collect any rental due upon any such reletting. Even though it may relet the Demised Premises, Lessor shall have the right thereafter to terminate this Lease Agreement and all of the rights of Lessee in or to the Demised Premises.

18.5 Unless Lessor shall have notified Lessee in writing that it has elected to terminate this Lease Agreement, no such reentry or action in lawful detainer or otherwise to obtain possession of the Demised Premises shall relieve Lessee of its liability and obligations under this Lease Agreement; and all such liability and obligations shall survive any such reentry. In the event of any such reentry, whether or not the Demised Premises and the buildings, structures and improvements thereon, or any part thereof, shall have been relet, Lessee shall pay to Lessor the entire Rent and all other Additional Charges required to be paid by Lessee up to the time of such reentry under this Lease Agreement, and thereafter Lessee, until the end of what would have been the term of this Lease Agreement in the absence of such reentry, shall be liable to Lessor and shall pay to Lessor, as and for liquidated and agreed damages for Lessee's default:

a. The amount of Initial or Adjusted Annual Rental and Additional Charges which would be payable under this Lease Agreement by Lessee if this Lease Agreement were still in effect, less

b. The net proceeds of any reletting, after deducting all of Lessor's reasonable expenses in connection with such reletting, including without limitation all

reasonable repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation for such reletting.

18.6 In the event of any breach by Lessee of any of the terms, covenants or agreements contained in this Lease Agreement, Lessor shall have, in addition to any specific remedies provided in this Lease Agreement, the right to invoke any right or remedy allowed by law or in equity or by statute or otherwise, including the right to enjoin such breach.

18.7 Each right and remedy of Lessor provided for in this Lease Agreement shall be cumulative and in addition to every other right or remedy provided for in this Lease Agreement now or hereafter existing at law or in equity or by statute or otherwise; and the exercise or beginning of the exercise by Lessor of any one or more of such rights or remedies shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease Agreement or now or hereafter existing at law or in equity or by statute or otherwise.

18.8 Any violation of any covenant or provision of this Lease Agreement, whether by act or omission, by any sub-Lessee or any other persons occupying any portion of the Demised Premises or any buildings, structures or improvements thereon under the rights of Lessee shall be deemed a violation of such provision by Lessee and a default under this Lease Agreement. Any such violation shall not be deemed to be a default hereunder if and so long as Lessee in good faith and at its own expense takes and diligently pursues any and all steps it is entitled to take and which steps if completed will cure said default.

18.9 Notwithstanding any other provision of this Section, Lessor agrees that if the default complained of, other than for the payment of monies, is of such a nature that the same cannot be rectified or cured within the thirty (30) day period for rectification or curing as specified in the written notice relating thereto, then such default shall be deemed to be rectified or cured if Lessee, within such period of thirty (30) days, shall have commenced the rectification and curing thereof and shall continue thereafter with all due diligence to effect such rectification and curing and does so complete the same with the use of such diligence as aforesaid.

18.10 Notwithstanding any other provision of this Section, any dispute by Lessee, during the time that the City of Peoria remains the Lessor, regarding a default under this Lease Agreement or Lessor's Representative's failure to provide approval as may be required herein, shall be submitted in writing to Lessor's Representative within ten (10) business days of Lessor's written notification to Lessee of the event giving rise to the default under this Lease Agreement. After receipt of such written notice of dispute from Lessee, Lessor shall schedule a formal or informal hearing to allow Lessee the opportunity to explain the nature of the dispute and seek resolution. If Lessor's Representative, after the hearing with Lessee, issues a decision upholding the default, Lessee may, within five (5) business days after receipt of the written decision by Lessee, file a written appeal of the decision to the Mayor and City Council for the City of Peoria. If however, Lessee shall fail to give Lessor's Representative written notice of the disputed default within the required time frame or fail to file a written appeal of the decision of Lessor's Representative to the Mayor and City Council within the required time frame, the default shall be deemed admitted by Lessee.

SECTION 19–ASSIGNMENT OF RENTS, INCOME AND PROFITS

Lessee hereby absolutely and irrevocably assigns to Lessor all rents, income and profits accruing to Lessee from permitted subtenants of all or a portion of the Demised Premises and the buildings, structures or improvements thereon, together with the right to collect and receive the same; provided that so long as Lessee is not in default hereunder, Lessee shall have the right to collect and retain such rents, income and profits. Lessor shall apply to rent and other monies due hereunder the net amount (after deducting all costs and expenses incident to the collection thereof and the operation and maintenance, including repairs, of the Demised Premises) of any rents, income and profits so collected and received by it. Notwithstanding the foregoing, if Lessee mortgages its Leasehold Estate pursuant to Section 17.1 and the Leasehold Mortgagee(s) require an assignment of rents, income and profits as part of its security, then during the Term of this Lease Agreement, the assignment herein shall be junior to the assignment in favor of all such Leasehold Mortgagees.

SECTION 20–CORPORATE STATUS OF LESSEE

Lessee covenants that it is a valid and existing corporation or limited liability company organized under the laws of the State of Arizona, that it is duly qualified to do business in the State of Arizona, and that it has full right and authority to enter into this Lease Agreement.

SECTION 21–LESSEE'S STATUTORY RIGHTS

In the event of any termination of the Term of this Lease Agreement (or any repossession of the Demised Premises pursuant to Section 18), Lessee, so far as permitted by law, waives any notice of reentry with or without the institution of legal proceedings to that end.

SECTION 22–WAIVER OF PERFORMANCE

No failure by Lessor or Lessee to insist upon the strict performance of any term or condition hereof or to exercise any right, power or remedy consequent upon a breach thereof and no submission by Lessee or acceptance by Lessor of full or partial Rent or Additional Charges during the continuance of any such breach shall constitute a waiver of any such breach or of any such term. No waiver of any breach shall affect or alter this Lease Agreement, which shall continue in full force and effect, nor the respective rights of Lessor or Lessee with respect to any other then existing or subsequent breach.

SECTION 23–REMEDIES CUMULATIVE

Each right, power and remedy provided for in this Lease Agreement or now or hereafter existing at law, in equity or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Lease Agreement or now or hereafter existing at law, in equity or otherwise; and the exercise or beginning of the exercise of any one or more of the rights, powers or remedies provided in this Lease Agreement shall not preclude the simultaneous or later exercise of any or all such other rights, powers or remedies.

SECTION 24–ATTORNEYS FEES

If legal action is brought by a Party because of a breach of this Lease Agreement or to enforce a provision of this Lease Agreement, the prevailing Party is entitled to reasonable attorney fees and costs as determined by the court or other decision maker.

SECTION 25–PROVISIONS SUBJECT TO APPLICABLE LAW

All rights, powers and remedies provided herein shall be exercised only to the extent that the exercise thereof shall not violate any applicable law and are intended to be limited to the extent necessary so that they shall not render this Lease Agreement invalid or unenforceable under any applicable law. If any term or condition of this Lease Agreement shall be held to be invalid, illegal or unenforceable or against public policy, such provision shall be deemed stricken from this Lease Agreement and the validity of the other terms of this Lease Agreement shall in no way be affected thereby and this Lease Agreement, absent the stricken provision, shall otherwise remain in full force and effect.

SECTION 26–RIGHT TO CURE LESSEE'S DEFAULTS

Except with respect to Lessee's failure to operate its business, in the event Lessee shall be in default of this Lease Agreement, which default remains uncured during any applicable cure period provided herein, Lessor may at any time, without further notice, cure such breach for the account and at the expense of Lessee. If Lessor at any time, by reason of such breach, is compelled to pay or elects to pay any sum of money or to do any act that will require the payment of any sum of money, or is compelled to incur any expense, including reasonable attorneys' fees, in instituting, prosecuting or defending any actions or proceedings to enforce Lessor's rights under this Lease Agreement or otherwise, the sum or sums so paid by Lessor, with all interest, costs and damages, shall be deemed to be Additional Charges and shall be due from Lessee to Lessor on the first day of the month following the incurring of such expenses or the payment of such sums.

SECTION 27–NOTICES

All notices, demands, requests, consents, approvals and other communications required or permitted hereunder shall be in writing and shall be deemed to have been given within three (3) days after the same has been mailed by registered or certified mail, postage prepaid, or within two (2) days after delivery by a nationally recognized overnight courier service (e.g., UPS, Federal Express) or personally delivered to the respective party (in either case, such notice will not be deemed to have been received until actual delivery, which may be sooner or later than the date the notice is deemed to have been given), at the address shown below:

If to Lessor: City of Peoria
Attn: City Manager
8401 West Monroe Street
Peoria, AZ 85345

Copy to: City of Peoria
Attn: City Attorney
8401 West Monroe Street
Peoria, AZ 85345

Copy to: City of Peoria
Attn: Economic Development Services Director
9875 North 85th Avenue
Peoria, Arizona 85345

If to Lessee:

_____
_____
_____
_____

Copy to:

or at such other address as either party shall from time to time designate in writing to the other. Delivery of notice may be made by legal counsel on behalf of its client.

SECTION 28– SIGNS AND ADVERTISING

Any exterior signs or insignia placed, erected or installed on the Demised Promises shall conform to City of Peoria requirements. If Lessee conducts any print, radio, television or billboard advertising to publicize Lessee's business at the Demised Premises, Lessee agrees to include "Old Town Peoria" in at least fifty percent (50%) of Lessee's advertising. In the event Lessee has any questions as to the manner in which the terms and provisions of this Section are required to be implemented by Lessee, Lessor shall promptly upon Lessee's request advise and clarify the manner in which any such specific proposed advertising and/or sign shall be composed in order to comply with the terms and provisions of this Section..

SECTION 29–WARRANTIES OF LESSOR

29.1 Lessor hereby makes the following representations and warranties, each of which (i) is material and is being relied upon by Lessee in entering into this Lease, and (ii) is true in all respects as of the date hereof:

a. Lessor owns the real property and improvements included within the Demised Premises.

b. Lessor has the full right, power and authority to enter into and perform Lessor's obligations pursuant to this Lease Agreement and to lease the real property included within the Demised Premises to Lessee in the manner contemplated in

this Lease Agreement subject only to the consent and approval of the Peoria City Council.

c. No other person or entity has a right to possession of all or any part of the real property included within the Demised Premises.

d. To the extent of Lessor's actual knowledge, there are no existing, proposed or contemplated assessments for or plans to widen, modify or realign any street or highway or any existing, proposed or contemplated eminent domain proceeding which would affect the Demised Premises or Lessee's use thereof except as provided in the Development Agreement.

e. Lessor is not now involved in or aware of any pending or threatened proceeding, claim or controversy, which affects or may affect the real property included within the Demised Premises in any way whatsoever.

f. To the extent of Lessor's actual knowledge, neither this Lease Agreement nor Lessee's contemplated use of the Demised Premises, as contemplated by this Lease Agreement, violates any contract, agreement or instrument to which Lessor is a party, or any law, regulation, order or decree to which Lessor is subject to by which Lessor is bound.

g. To the extent of Lessor's actual knowledge, there are no contracts or employment, management, maintenance, service or supply and no union contracts which affect the Demised Premises or Lessee's contemplated use thereof.

29.2 Upon Lessee performing all covenants of this Lease Agreement to be performed by Lessee, Lessee shall have quiet possession of the Demised Premises and improvement, without hindrance or ejection by any person lawfully claiming by, through or under Lessor, subject, however, to the provisions of this Lease Agreement and to the provisions of any (a) covenants, conditions and restrictions of record, and (b) any mortgage or other lien of record which this Lease Agreement is or may be subordinated.

SECTION 30–ESTOPPEL CERTIFICATE

a. Lessee will execute, acknowledge and deliver to Lessor, within thirty (30) days following request therefor, a certificate certifying (a) that this Lease Agreement is unmodified and in full force (or, if there have been modifications, that this Lease Agreement is in full force and effect, as modified, and stating the modifications), and (b) the dates, if any, to which Rent, Additional Charges and other sums payable hereunder have been paid, and c) that no notice has been received by Lessee of any default which has not been cured, except as to defaults specified in said certificate. Any such certificate may be relied upon by any prospective purchaser or encumbrancer of the Demised Premises or any part thereof. Lessee's failure to deliver such certificate within the time permitted hereby shall be conclusive upon Lessee that this Lease is in full force and affect, except to the extent any modification has been represented by Lessor, and that there are no

uncured defaults in Lessor's performance, and that not more than one month's rent has been paid in advance.

b. Lessor will execute, acknowledge and deliver to any requesting Leasehold Mortgagee, within thirty (30) days following request therefor, a certificate certifying (a) that this Lease Agreement is unmodified and in full force (or, if there have been modifications, that this Lease Agreement is in full force and effect, as modified, and stating the modifications), and (b) the dates, if any, to which Rent, Additional Charges and other sums payable hereunder have been paid, and c) that no notice has been received by Lessor of any default which has not been cured, except as to defaults specified in said certificate. Any such certificate may be relied upon by any such Leasehold Mortgagee. Lessor's failure to deliver such certificate within the time permitted hereby shall be conclusive upon Lessor that this Lease is in full force and affect, except to the extent any modification has been represented by Lessee, and that there are no uncured defaults in Lessee's performance, and that not more than one month's rent has been paid in advance.

SECTION 31–NET LEASE

As long as the City of Peoria shall remain the Lessor, it is the intention of the parties hereto that this Lease Agreement shall be a net lease and that Lessor shall receive the rents herein reserved and all sums which shall or may become payable hereunder by Lessee free from all taxes, charges, expenses, damages and deductions of every kind or sort whatsoever and that Lessee shall and will and hereby expressly agrees to pay all such sums which, except for the execution and delivery of this Lease Agreement, would have been chargeable against the Demised Premises and payable by Lessor. Nothing provided in this Section shall be inconsistent with Lessee's obligations as provided in Section 7 with regard to any increase in taxes from those that would be owed as long as the City of Peoria remains the Lessor to those which would otherwise be owed if the City of Peoria transfers ownership of the real property included within the Demised Premises.

SECTION 32–MEMORANDUM FOR RECORDING

Within ten (10) days after the Effective Date of this Lease Agreement, Lessor and Lessee shall execute and cause to be placed of record with the Maricopa County Recorder's Office, and any other public or private official, a memorandum in the form attached hereto as Exhibit B evidencing the existence of this Lease Agreement.

SECTION 33–PARTIES BOUND

This Lease Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto, their personal representatives, their respective successors in office and permitted assigns of the parties hereto for the entire term of this Lease Agreement.

SECTION 34–TIME OF ESSENCE

Time is declared to be of the essence of this Lease Agreement.

SECTION 35–SECTION HEADINGS; REFERENCES; INTERPRETATION

The section headings contained in this lease are for purposes of convenience and reference only and shall not limit, describe or define the meaning, scope or intent of any of the terms or provisions hereof. All grammatical usage herein shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require. If the last day of any time period stated herein shall fall on a Saturday, Sunday or legal holiday in the State of Arizona, then the duration of such time period shall be extended to the next succeeding day which is not a Saturday, Sunday or legal holiday in the State of Arizona.

SECTION 36–LESSOR DEFINED

The word "Lessor" shall include not only the original Lessor but also any person or entity hereafter acquiring the Lessor's interest in this Lease.

SECTION 37–SEVERABILITY

If any provision of this Lease Agreement is declared void, unenforceable or against public policy, such provision shall be deemed stricken and severed from this Lease Agreement, with the remainder of this Lease Agreement remain in full force and effect.

SECTION 38–GOVERNING LAW AND CHOICE OF FORUM

This Lease Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona without giving effect to the principles of conflict of laws. Any action brought to interpret, enforce or construe any provision of this Lease Agreement shall be commenced and maintained in the Superior Court of Maricopa County, Arizona (or, as may be appropriate, in the Justice Courts of Maricopa County or in the United States District Court for the District of Arizona if, and only if, the Maricopa County Superior Court lacks or declines jurisdiction over such action.)

SECTION 39–PAYMENT OF COSTS AND EXPENSES

Whenever, in this Lease Agreement, anything is to be done or performed by Lessee or Lessor, unless otherwise expressly provided to the contrary, it shall be done or performed at the sole cost and expense of Lessee or Lessor as the case may be.

SECTION 40–NO WARRANTIES

Lessee acknowledges and covenants to Lessor that it has made a complete investigation of the real property and improvements included within the Demised Premises, the surface and sub-surface conditions thereof, the present and proposed uses thereof, and agrees to accept all the same "as is" improvements which Lessor has agreed to make pursuant to this Lease Agreement. Lessee further agrees that, except as expressly provided herein, no representation or warranty, expressed or implied, in fact or by law, has been made by Lessor or anyone else, as to any matter, fact, condition, prospect or anything else of any kind or nature.

SECTION 41–BROKERS OR AGENTS

Lessee represents and warrants to Lessor that Lessee has had no dealings or discussions with any broker or agent (licensed or otherwise) In connection with this Lease and Lessee covenants to pay, hold harmless and indemnify Lessor from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees) arising out of or in connection with any breach of this representation and warranty.

SECTION 42–CONSENT OR APPROVAL

Except as otherwise expressly provided herein, any consent or approval required in this Lease Agreement shall not be unreasonably withheld or delayed. The requesting party shall be entitled to seek specific performance at law and shall have such other remedies as are reserved to it under this Lease Agreement, but in no event shall Lessor or Lessee be responsible for damages to anyone for such failure to give consent or approval.

SECTION 43–DELAY OF PERFORMANCE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental restrictions, governmental regulations, governmental controls, enemy or hostile governmental action, civil commotion, fire or other casualty, and other causes beyond the control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rental and other monies to be paid by Lessee pursuant to this Lease Agreement.

SECTION 44–INTENDED AGREEMENT

This Lease Agreement is the result of arms-length negotiations between parties of roughly equivalent bargaining power and expresses the complete, actual and intend agreement of the parties. Both parties have been represented by legal counsel. This Lease Agreement shall not be construed for or against either party as a result of its participation, or the participation of its counsel, in the preparation and/or drafting of this Lease Agreement or of any exhibits or documents prepared to carry out the intent of this Lease Agreement.

SECTION 45–RELATIONSHIP

This is a Lease Agreement. This Lease Agreement shall not be construed as creating a joint venture, partnership or any other cooperative or joint arrangement between Lessor and Lessee, and it shall be construed strictly in accordance with its terms and conditions. Nothing contained herein is intended to confer a benefit upon any third parties.

SECTION 46–FURTHER INSTRUMENTS AND DOCUMENTS

Lessor and Lessee shall, upon request from the other, promptly acknowledge and deliver to the other any and all further documents, instruments or assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Lease Agreement.

SECTION 47–INTEGRATION CLAUSE; NO ORAL MODIFICATION

This Lease Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Lease Agreement are hereby revoked and superseded by this Lease Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Lease Agreement. This Lease Agreement may not be changed, modified or rescinded, except as provided for herein, absent a written agreement signed by Lessor and Lessee. Any attempt at oral modification of this Lease Agreement shall be void and of no effect.

SECTION 48–CONFLICT OF INTEREST

This Lease Agreement shall be subject to cancellation pursuant to the provisions of A.R.S. § 38-511 relating to conflicts of interest.

SECTION 49–SATISFACTION OF CONDITIONS PRECEDENT

The parties hereby acknowledge that all liabilities, obligations and covenants of the Lessee and the Lessor under this Lease Agreement are contingent upon the satisfaction of the terms of the Development Agreement.

[Signature Pages Follow]

CITY SIGNATURE PAGE

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

"LESSOR"

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation

By:_____
Cathy Carlat, MAYOR

ATTEST:

_____
Lori Dyckman, CITY CLERK

APPROVED AS TO FORM:

_____
Vanessa P. Hickman, City Attorney

STATE OF ARIZONA)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20__, by Cathy Carlat, Mayor of the City of Peoria, Arizona, an Arizona municipal corporation, on behalf of the corporation.

_____
Notary Public

My commission expires:

_____

DEVELOPER SIGNATURE PAGE

Developer:

_____, an Arizona limited liability company

By:_____
Name:_____
Title:_____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2022, before me personally appeared _____, _____ of _____, Inc., an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and acknowledged that he signed the above/attached document.

[Affix notary seal here]

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

EXHIBIT B

FORM OF MEMORANDUM OF LEASE

WHEN RECORDED RETURN TO:

OFFICE OF THE CITY ATTORNEY
8401 W. Monroe, Suite 340
Peoria, Arizona 85345
Attn: Vanessa P. Hickman, Esq.
City Attorney

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE shall evidence that there is in existence a Lease as hereinafter described. It is executed by the parties hereto for recording purposes only as to the Lease hereinafter described, and it is not intended and shall not modify, amend, supersede or otherwise effect the terms and provisions of said Lease.

1.	Name of Document:	LEASE AGREEMENT
2.	Name of Lessor:	THE CITY OF PEORIA, an Arizona municipal corporation
3.	Name of Lessee:	
4.	Address of Lessor:	OFFICE OF THE CITY ATTORNEY 8401 W. Monroe, Suite 340 Peoria, Arizona 85345
5.	Address of Lessee:	
6.	Effective Date of Lease:	_____, 20_
7.	Initial Lease Term:	Commencing on the Effective Date and expiring ten (10) years thereafter.
8.	Automatic Extension:	Unless terminated, the Initial Lease Term will automatically extend for three (3) additional periods of ten (10) years each.
9.	Demised Premises:	The real property more particularly described in Exhibit "A" attached hereto.
10.	Use Restrictions:	Lessor and Lessee have agreed to certain use restrictions as more particularly set forth in the Development Agreement.

Exhibit C

A copy of the Lease is on file with Lessor and Lessee at their respective addresses set forth above.

[Signature Pages Follow]

CITY SIGNATURE PAGE

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

"LESSOR"

CITY OF PEORIA, ARIZONA, an Arizona municipal corporation

By:_____
Cathy Carlat, MAYOR

ATTEST:

_____
Lori Dyckman, CITY CLERK

APPROVED AS TO FORM:

_____
Vanessa P. Hickman, City Attorney

STATE OF ARIZONA)
) ss.
County of _____)

SUBSCRIBED AND SWORN to before me this ___ day of _____, 20__, by Cathy Carlat, Mayor of the City of Peoria, Arizona, an Arizona municipal corporation, on behalf of the corporation.

_____
Notary Public

My commission expires:

_____

Exhibit C

DEVELOPER SIGNATURE PAGE

Developer:

_____, an Arizona limited liability company

By:_____
Name:_____
Title:_____

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2022, before me personally appeared _____, _____ of _____, Inc., an Arizona limited liability company, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be and acknowledged that he signed the above/attached document.

[Affix notary seal here]

Notary Public _____

EXHIBIT D

SCHEDULE OF PERFORMANCE

Phase 1 (Initial Development)
Beginning on the date that the City grants approval of a Development Plan:

1. Within 360 calendar days from the Agreement Approval Date, Developer must exercise an option to purchase or lease the first of the five (5) Sites or purchase an extension.
1. Within 180 calendar days of exercising an option to purchase or lease the first of the five (5) Sites, Developer must close on the purchase of the selected Site.
    a. Prior to closing on any purchase or lease of the selected Site, or any subsequent option to purchase or lease pursuant to this agreement, Developer must:
        i. Secure the required building permits necessary to construct improvements on the Site as per the Development Plan and this agreement.
        ii. Provide the City with proof of financing and construction contracts.
2. Within 90 calendar days of the closing date on any Site, Developer must commence construction on that Site in accordance with the Development Plan.
3. Within 18 months of the closing date on any Site, Developer must complete construction on that Site in accordance with the Development Plan and obtain a Temporary Certificate of Occupancy.

All Subsequent Phases
Beginning on the date of commencement of construction for Phase 1 or any subsequent phase:

2. Within 360 calendar days, Developer may exercise an option to purchase or lease one or all of the remaining Sites or purchase an extension.
3. Within 180 calendar days of exercising an option to purchase or lease any of the remaining Sites, Developer must close on the purchase of the selected Site or Sites.
    a. Prior to closing on any purchase or lease of the selected Site, or any subsequent option to purchase or lease pursuant to this agreement, Developer must:
        i. Secure the required building permits necessary to construct improvements on the Site as per the Development Plan and this agreement.
        ii. Provide the City with proof of financing and construction contracts.
4. Within 90 calendar days of closing date on any Site, Developer must commence construction on that Site in accordance with the Development Plan.
5. Within 18 months of the closing date on any Site, Developer must complete construction on that Site in accordance with the Development Plan and obtain a Temporary Certificate of Occupancy.

NOTE – The City intends to improve 83rd Ave. (83rd Avenue Streetscape Project) beginning in October 2023 and anticipates completion by the end of calendar year 2024. If the City fails to meet the start date outlined in the City's project schedule or fails to meet the schedule in the Document Review Process, the Developer shall notify the City in writing. Upon such notification, Developer shall receive a day-for-day extension of the deadlines in this Schedule and the deadline to exercise the next option.

EXHIBIT E

INFRASTRUCTURE IMPROVEMENTS

- Construction of a 15 foot public sidewalk within the public right of way on Jefferson Street, adjacent to Site 3, and;
- Adding parking on Jefferson Street adjacent to Site 3 between 83rd Avenue and 83rd Drive, and;
- Necessary public utility improvements within the City rights of way. Anticipated Site Requirements for Sites 3, 4 and 5 include:
  - 6-inch fire main for each building.
  - 2-inch water feed to each Site.
  - 6-inch sewer main for each building.
  - Sites 3, 4 and 5 compacted to 95%.

- 83rd Avenue Streetscape public improvements: The public infrastructure will incorporate approximately $5,000,000 worth of public improvements contemplated within the approved Design Concept Report for the 83rd Avenue Streetscape Project. Examples include:

  i. Public street/streetscape/sidewalk and or public landscape improvements in the public right-of-way.
  ii. Public utility improvements.

EXHIBIT F

PEORIA OLD TOWN/BUILDING ASSESSMENT REPORT

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10304

O1 Option 1 - Core & Shell Improvements

O1B Building - 10304 N. 83rd Ave., Peoria AZ 85345

GFA: 2,453 SF Cost/SF: 298.09
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
B1010	**Floor Construction**				
41	Structural reinforcing to floor	SF	2,453	15.00	36,795
	B1010 - Floor Construction			**15.00/SF**	**36,795**
B1020	**Roof Construction**				
1	Tile roof - lift / place back existing tile & replacement membrane w/ miscellaneous metals	SF	3,800	15.00	57,000
2	Roof framing repairs - purlin replacement / support framing / replacement of decayed members	SF	3,800	10.00	38,000
	B1020 - Roof Construction			**38.73/SF**	**95,000**
B2010	**Exterior Walls**				
24	Exterior stucco patch & repair	SF	4,680	4.00	18,720
25	Exterior paint	SF	4,680	1.25	5,850
	B2010 - Exterior Walls			**10.02/SF**	**24,570**
B2020	**Exterior Windows**				
10	Exterior window replacement - aluminum frame w/ dual pane glass	SF	640	85.00	54,400
	B2020 - Exterior Windows			**22.18/SF**	**54,400**
B2030	**Exterior Doors**				
13	Wood door - refinish / seal / new hardware	EA	2	1,000.00	2,000
	B2030 - Exterior Doors			**0.82/SF**	**2,000**
C1010	**Partitions**				
14	Interior partitions	SF	2,453	10.00	24,530
	C1010 - Partitions			**10.00/SF**	**24,530**
C1020	**Interior Doors**				
15	Interior doors - assumed standard wood w/ frame & hardware	EA	8	1,500.00	12,000
	C1020 - Interior Doors			**4.89/SF**	**12,000**
C1030	**Fittings**				
17	Miscellaneous metals	SF	2,453	0.50	1,226
18	Miscellaneous rough carpentry	SF	2,453	1.50	3,679
19	Caulking & sealants	SF	2,453	1.25	3,066
	C1030 - Fittings			**3.25/SF**	**7,971**
C3010	**Wall Finishes**				
40	Interior wall patch & paint	SF	2,453	4.00	9,812
	C3010 - Wall Finishes			**4.00/SF**	**9,812**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10304

O1 Option 1 - Core & Shell Improvements

O1B Building - 10304 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 2,453 SF Cost/SF: 298.09
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
C3020	**Floor Finishes**				
11	Floor finish w/ wall base (design to allowance)	SF	2,453	15.00	36,795
	C3020 - Floor Finishes			**15.00/SF**	**36,795**
C3030	**Ceiling Finishes**				
12	Ceiling patch & repair w/ painted finish	SF	2,453	8.00	19,624
	C3030 - Ceiling Finishes			**8.00/SF**	**19,624**
D2090	**Other Plumbing Systems**				
20	Plumbing - fixtures / domestic water / sanitary sewer / etc.	SF	2,453	10.00	24,530
	D2090 - Other Plumbing Systems			**10.00/SF**	**24,530**
D3090	**Other HVAC Systems & Equipment**				
3	HVAC replacement	SF	2,453	20.00	49,060
	D3090 - Other HVAC Systems & Equipment			**20.00/SF**	**49,060**
D4010	**Sprinklers**				
5	Fire suppression system	SF	2,453	6.00	14,718
	D4010 - Sprinklers			**6.00/SF**	**14,718**
D5010	**Electrical Service & Distribution**				
6	Electrical distribution	SF	2,453	5.00	12,265
	D5010 - Electrical Service & Distribution			**5.00/SF**	**12,265**
D5020	**Lighting and Branch Wiring**				
7	Interior lighting	SF	2,453	15.00	36,795
	D5020 - Lighting and Branch Wiring			**15.00/SF**	**36,795**
D5030	**Communications & Security**				
22	Communications & security - backbox & conduit only	SF	2,453	4.00	9,812
23	Fire alarm	SF	2,453	2.50	6,132
	D5030 - Communications & Security			**6.50/SF**	**15,944**
D5090	**Other Electrical Systems**				
21	Branch power	SF	2,453	6.00	14,718
	D5090 - Other Electrical Systems			**6.00/SF**	**14,718**
E1010	**Commercial Equipment**				
28	Residential appliances - stove / microwave / refrigerators / dishwasher / etc. (Excluded, assumed by Others)	Item			Excl.
42	Kitchen equipment (Excluded)	Item			Excl.
	E1010 - Commercial Equipment				**Excl.**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10304

O1 Option 1 - Core & Shell Improvements

O1B Building - 10304 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 2,453 SF Cost/SF: 298.09
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
E2020	**Movable Furnishings**				
29	Commercial displays / wire shelving / display cases / loose tables & chairs / etc. (Excluded, assumed by Others)	Item			Excl.
	E2020 - Movable Furnishings				**Excl.**
F2020	**Hazardous Components Abatement**				
30	Hazardous materials abatement (Excluded)	Item			Excl.
	F2020 - Hazardous Components Abatement				**Excl.**
G2040	**Site Development**				
16	ADA ramp & stair modifications - ramp / landings / handrail w/ wheelstop	LF	85	500.00	42,500
	G2040 - Site Development			**17.33/SF**	**42,500**
G3010	**Water Supply**				
34	Domestic & fire water - piping / fittings / valves / etc.	LF	320	175.00	56,000
35	Backflow preventer	EA	1	7,500.00	7,500
	G3010 - Water Supply			**25.89/SF**	**63,500**
G3020	**Sanitary Water**				
36	Sanitary sewer - piping / fittings / etc.	LF	320	85.00	27,200
37	Manhole w/ frame & cover	EA	1	6,500.00	6,500
	G3020 - Sanitary Water			**13.74/SF**	**33,700**
G4010	**Electrical Distribution**				
38	Power distribution	Item			100,000
	G4010 - Electrical Distribution			**40.77/SF**	**100,000**
BUILDING - 10304 N. 83RD AVE., PEORIA AZ 85345				**298.09/SF**	**731,227**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1C Building - 10340 N. 83rd Ave., Peoria AZ 85345

GFA: 911 SF Cost/SF: 202.37
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
B1020	**Roof Construction**				
2	Roof framing repairs - purlin replacement / support framing / replacement of decayed members	SF		<To Recalc>	0
8	Flat roof replacement - assumed foam roof	SF	911	12.00	10,932
	B1020 - Roof Construction			**12.00/SF**	**10,932**
B2010	**Exterior Walls**				
24	Exterior stucco patch & repair	SF	2,400	4.00	9,600
25	Exterior paint	SF	2,400	1.25	3,000
	B2010 - Exterior Walls			**13.83/SF**	**12,600**
B2020	**Exterior Windows**				
10	Exterior window replacement - aluminum frame w/ dual pane glass	SF	256	85.00	21,760
	B2020 - Exterior Windows			**23.89/SF**	**21,760**
B2030	**Exterior Doors**				
9	Exterior storefront doors w/ frame & hardware	EA	1	4,500.00	4,500
	B2030 - Exterior Doors			**4.94/SF**	**4,500**
C1010	**Partitions**				
14	Interior partitions	SF	911	10.00	9,110
	C1010 - Partitions			**10.00/SF**	**9,110**
C1020	**Interior Doors**				
15	Interior doors - assumed standard wood w/ frame & hardware	EA	2	1,500.00	3,000
	C1020 - Interior Doors			**3.29/SF**	**3,000**
C1030	**Fittings**				
17	Miscellaneous metals	SF	911	0.50	455
18	Miscellaneous rough carpentry	SF	911	1.50	1,366
19	Caulking & sealants	SF	911	1.25	1,139
	C1030 - Fittings			**3.25/SF**	**2,960**
C3010	**Wall Finishes**				
40	Interior wall patch & paint	SF	911	4.00	3,644
	C3010 - Wall Finishes			**4.00/SF**	**3,644**
C3020	**Floor Finishes**				
11	Floor finish w/ wall base (design to allowance)	SF	911	15.00	13,665
	C3020 - Floor Finishes			**15.00/SF**	**13,665**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1C Building - 10340 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 911 SF Cost/SF: 202.37
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
C3030	**Ceiling Finishes**				
12	Ceiling patch & repair w/ painted finish	SF	911	8.00	7,288
	C3030 - Ceiling Finishes			**8.00/SF**	**7,288**
D2090	**Other Plumbing Systems**				
20	Plumbing - fixtures / domestic water / sanitary sewer / etc.	SF	911	10.00	9,110
	D2090 - Other Plumbing Systems			**10.00/SF**	**9,110**
D3090	**Other HVAC Systems & Equipment**				
3	HVAC replacement	SF	911	20.00	18,220
	D3090 - Other HVAC Systems & Equipment			**20.00/SF**	**18,220**
D4010	**Sprinklers**				
5	Fire suppression system	SF	911	6.00	5,466
	D4010 - Sprinklers			**6.00/SF**	**5,466**
D5010	**Electrical Service & Distribution**				
6	Electrical distribution	SF	911	5.00	4,555
	D5010 - Electrical Service & Distribution			**5.00/SF**	**4,555**
D5020	**Lighting and Branch Wiring**				
7	Interior lighting	SF	911	15.00	13,665
	D5020 - Lighting and Branch Wiring			**15.00/SF**	**13,665**
D5030	**Communications & Security**				
22	Communications & security - backbox & conduit only	SF	911	4.00	3,644
23	Fire alarm	SF	911	2.50	2,277
	D5030 - Communications & Security			**6.50/SF**	**5,921**
D5090	**Other Electrical Systems**				
21	Branch power	SF	911	6.00	5,466
	D5090 - Other Electrical Systems			**6.00/SF**	**5,466**
E1010	**Commercial Equipment**				
28	Residential appliances - stove / microwave / refrigerators / dishwasher / etc. (Excluded, assumed by Others)	Item			Excl.
42	Kitchen equipment (Excluded)	Item			Excl.
	E1010 - Commercial Equipment				**Excl.**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1C Building - 10340 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 911 SF Cost/SF: 202.37
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
E2020	**Movable Furnishings**				
29	Commercial displays / wire shelving / display cases / loose tables & chairs / etc. (Excluded, assumed by Others)	Item			Excl.
	E2020 - Movable Furnishings				**Excl.**
F2020	**Hazardous Components Abatement**				
30	Hazardous materials abatement (Excluded)	Item			Excl.
	F2020 - Hazardous Components Abatement				**Excl.**
G3010	**Water Supply**				
34	Domestic & fire water - piping / fittings / valves / etc.	LF	125	175.00	21,875
	G3010 - Water Supply			**24.01/SF**	**21,875**
G3020	**Sanitary Water**				
36	Sanitary sewer - piping / fittings / etc.	LF	125	85.00	10,625
	G3020 - Sanitary Water			**11.66/SF**	**10,625**
BUILDING - 10340 N. 83RD AVE., PEORIA AZ 85345				**202.37/SF**	**184,362**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1D Building - 10350 N. 83rd Ave., Peoria AZ 85345

GFA: 911 SF Cost/SF: 178.36
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
B1020	**Roof Construction**				
2	Roof framing repairs - purlin replacement / support framing / replacement of decayed members	SF		<To Recalc>	0
8	Flat roof replacement - assumed foam roof	SF	911	12.00	10,932
	B1020 - Roof Construction			**12.00/SF**	**10,932**
B2010	**Exterior Walls**				
24	Exterior stucco patch & repair	SF	2,400	4.00	9,600
25	Exterior paint	SF	2,400	1.25	3,000
	B2010 - Exterior Walls			**13.83/SF**	**12,600**
B2020	**Exterior Windows**				
10	Exterior window replacement - aluminum frame w/ dual pane glass	SF	256	85.00	21,760
	B2020 - Exterior Windows			**23.89/SF**	**21,760**
B2030	**Exterior Doors**				
9	Exterior storefront doors w/ frame & hardware	EA	1	4,500.00	4,500
	B2030 - Exterior Doors			**4.94/SF**	**4,500**
C1010	**Partitions**				
14	Interior partitions	SF	911	10.00	9,110
	C1010 - Partitions			**10.00/SF**	**9,110**
C1020	**Interior Doors**				
15	Interior doors - assumed standard wood w/ frame & hardware	EA	2	1,500.00	3,000
	C1020 - Interior Doors			**3.29/SF**	**3,000**
C1030	**Fittings**				
17	Miscellaneous metals	SF	911	0.50	455
18	Miscellaneous rough carpentry	SF	911	1.50	1,366
19	Caulking & sealants	SF	911	1.25	1,139
	C1030 - Fittings			**3.25/SF**	**2,960**
C3010	**Wall Finishes**				
40	Interior wall patch & paint	SF	911	4.00	3,644
	C3010 - Wall Finishes			**4.00/SF**	**3,644**
C3020	**Floor Finishes**				
11	Floor finish w/ wall base (design to allowance)	SF	911	15.00	13,665
	C3020 - Floor Finishes			**15.00/SF**	**13,665**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1D Building - 10350 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 911 SF Cost/SF: 178.36
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
C3030	**Ceiling Finishes**				
12	Ceiling patch & repair w/ painted finish	SF	911	8.00	7,288
	C3030 - Ceiling Finishes			**8.00/SF**	**7,288**
D2090	**Other Plumbing Systems**				
20	Plumbing - fixtures / domestic water / sanitary sewer / etc.	SF	911	10.00	9,110
	D2090 - Other Plumbing Systems			**10.00/SF**	**9,110**
D3090	**Other HVAC Systems & Equipment**				
3	HVAC replacement	SF	911	20.00	18,220
	D3090 - Other HVAC Systems & Equipment			**20.00/SF**	**18,220**
D4010	**Sprinklers**				
5	Fire suppression system	SF	911	6.00	5,466
	D4010 - Sprinklers			**6.00/SF**	**5,466**
D5010	**Electrical Service & Distribution**				
6	Electrical distribution	SF	911	5.00	4,555
	D5010 - Electrical Service & Distribution			**5.00/SF**	**4,555**
D5020	**Lighting and Branch Wiring**				
7	Interior lighting	SF	911	15.00	13,665
	D5020 - Lighting and Branch Wiring			**15.00/SF**	**13,665**
D5030	**Communications & Security**				
22	Communications & security - backbox & conduit only	SF	911	4.00	3,644
23	Fire alarm	SF	911	2.50	2,277
	D5030 - Communications & Security			**6.50/SF**	**5,921**
D5090	**Other Electrical Systems**				
21	Branch power	SF	911	6.00	5,466
	D5090 - Other Electrical Systems			**6.00/SF**	**5,466**
E1010	**Commercial Equipment**				
28	Residential appliances - stove / microwave / refrigerators / dishwasher / etc. (Excluded, assumed by Others)	Item			Excl.
42	Kitchen equipment (Excluded)	Item			Excl.
	E1010 - Commercial Equipment				**Excl.**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1D Building - 10350 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 911 SF Cost/SF: 178.36
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
E2020	**Movable Furnishings**				
29	Commercial displays / wire shelving / display cases / loose tables & chairs / etc. (Excluded, assumed by Others)	Item			Excl.
	E2020 - Movable Furnishings				**Excl.**
F2020	**Hazardous Components Abatement**				
30	Hazardous materials abatement (Excluded)	Item			Excl.
	F2020 - Hazardous Components Abatement				**Excl.**
G3010	**Water Supply**				
43	Domestic & fire water - piping / fittings / valves / etc.	LF	125		Excl.
	G3010 - Water Supply				**Excl.**
G3020	**Sanitary Water**				
36	Sanitary sewer - piping / fittings / etc.	LF	125	85.00	10,625
	G3020 - Sanitary Water			**11.66/SF**	**10,625**
BUILDING - 10350 N. 83RD AVE., PEORIA AZ 85345				**178.36/SF**	**162,487**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1E Building - 10360 N. 83rd Ave., Peoria AZ 85345

GFA: 911 SF Cost/SF: 178.36
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
B1020	**Roof Construction**				
2	Roof framing repairs - purlin replacement / support framing / replacement of decayed members	SF		<To Recalc>	0
8	Flat roof replacement - assumed foam roof	SF	911	12.00	10,932
	B1020 - Roof Construction			**12.00/SF**	**10,932**
B2010	**Exterior Walls**				
24	Exterior stucco patch & repair	SF	2,400	4.00	9,600
25	Exterior paint	SF	2,400	1.25	3,000
	B2010 - Exterior Walls			**13.83/SF**	**12,600**
B2020	**Exterior Windows**				
10	Exterior window replacement - aluminum frame w/ dual pane glass	SF	256	85.00	21,760
	B2020 - Exterior Windows			**23.89/SF**	**21,760**
B2030	**Exterior Doors**				
9	Exterior storefront doors w/ frame & hardware	EA	1	4,500.00	4,500
	B2030 - Exterior Doors			**4.94/SF**	**4,500**
C1010	**Partitions**				
14	Interior partitions	SF	911	10.00	9,110
	C1010 - Partitions			**10.00/SF**	**9,110**
C1020	**Interior Doors**				
15	Interior doors - assumed standard wood w/ frame & hardware	EA	2	1,500.00	3,000
	C1020 - Interior Doors			**3.29/SF**	**3,000**
C1030	**Fittings**				
17	Miscellaneous metals	SF	911	0.50	455
18	Miscellaneous rough carpentry	SF	911	1.50	1,366
19	Caulking & sealants	SF	911	1.25	1,139
	C1030 - Fittings			**3.25/SF**	**2,960**
C3010	**Wall Finishes**				
40	Interior wall patch & paint	SF	911	4.00	3,644
	C3010 - Wall Finishes			**4.00/SF**	**3,644**
C3020	**Floor Finishes**				
11	Floor finish w/ wall base (design to allowance)	SF	911	15.00	13,665
	C3020 - Floor Finishes			**15.00/SF**	**13,665**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1E Building - 10360 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 911 SF Cost/SF: 178.36
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
C3030	**Ceiling Finishes**				
12	Ceiling patch & repair w/ painted finish	SF	911	8.00	7,288
	C3030 - Ceiling Finishes			**8.00/SF**	**7,288**
D2090	**Other Plumbing Systems**				
20	Plumbing - fixtures / domestic water / sanitary sewer / etc.	SF	911	10.00	9,110
	D2090 - Other Plumbing Systems			**10.00/SF**	**9,110**
D3090	**Other HVAC Systems & Equipment**				
3	HVAC replacement	SF	911	20.00	18,220
	D3090 - Other HVAC Systems & Equipment			**20.00/SF**	**18,220**
D4010	**Sprinklers**				
5	Fire suppression system	SF	911	6.00	5,466
	D4010 - Sprinklers			**6.00/SF**	**5,466**
D5010	**Electrical Service & Distribution**				
6	Electrical distribution	SF	911	5.00	4,555
	D5010 - Electrical Service & Distribution			**5.00/SF**	**4,555**
D5020	**Lighting and Branch Wiring**				
7	Interior lighting	SF	911	15.00	13,665
	D5020 - Lighting and Branch Wiring			**15.00/SF**	**13,665**
D5030	**Communications & Security**				
22	Communications & security - backbox & conduit only	SF	911	4.00	3,644
23	Fire alarm	SF	911	2.50	2,277
	D5030 - Communications & Security			**6.50/SF**	**5,921**
D5090	**Other Electrical Systems**				
21	Branch power	SF	911	6.00	5,466
	D5090 - Other Electrical Systems			**6.00/SF**	**5,466**
E1010	**Commercial Equipment**				
28	Residential appliances - stove / microwave / refrigerators / dishwasher / etc. (Excluded, assumed by Others)	Item			Excl.
42	Kitchen equipment (Excluded)	Item			Excl.
	E1010 - Commercial Equipment				**Excl.**

OLD TOWN PEORIA BUILDING CONDITION ASSESSMENT

ESTIMATE OF PROBABLE CONSTRUCTION COST

Rider Levett Bucknall

ESTIMATE DETAIL - OPTION 1 BUILDING 10340, 50, 60

O1 Option 1 - Core & Shell Improvements

O1E Building - 10360 N. 83rd Ave., Peoria AZ 85345 (continued)

GFA: 911 SF Cost/SF: 178.36
Rates Current At May 2022

Ref	Description	Unit	Qty	Rate USD	Total Cost USD
E2020	**Movable Furnishings**				
29	Commercial displays / wire shelving / display cases / loose tables & chairs / etc. (Excluded, assumed by Others)	Item			Excl.
	E2020 - Movable Furnishings				**Excl.**
F2020	**Hazardous Components Abatement**				
30	Hazardous materials abatement (Excluded)	Item			Excl.
	F2020 - Hazardous Components Abatement				**Excl.**
G3010	**Water Supply**				
43	Domestic & fire water - piping / fittings / valves / etc.	LF	125		Excl.
	G3010 - Water Supply				**Excl.**
G3020	**Sanitary Water**				
36	Sanitary sewer - piping / fittings / etc.	LF	125	85.00	10,625
	G3020 - Sanitary Water			**11.66/SF**	**10,625**
BUILDING - 10360 N. 83RD AVE., PEORIA AZ 85345				**178.36/SF**	**162,487**

CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

Agenda Item: 22.A.

Date Prepared: 10/20/2022 Council Meeting Date: 10/25/2022

TO: Jeff Tyne, City Manager

THROUGH: Erik Strunk, Deputy City Manager

FROM: Lori Dyckman, City Clerk MMC

SUBJECT: 2023 Council Meeting Calendar

Summary:

The 2023 Council meeting calendar is being provided for informational purposes only. Please note that only one meeting will be held in the months of August and November and no meetings will be held in July and December. Council meeting calendar appointments will be sent reflecting this schedule.

Staff Recommendation:

Provided for Council's review and information is the 2023 City Council meeting calendar.

ATTACHMENTS:

2023 Council Meeting Calendar

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

2023 COUNCIL CALENDAR

Jan-2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	27
29	30	31				

Jan 2 - New Year's Day (observed)
Jan 2-6 - PUSD New Year's Break
Jan 16 - Martin Luther King Day
Jan 25-27 - ACMA Winter Conference

Feb-2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Feb 20 - President's Day

Mar-2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Mar 7 - Election Day
Mar 20-24 - PUSD Spring Break
Mar 26-28 - NLC Congressional Conference
Mar 30-31 - Tentative Budget Study Sessions

Apr-2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Apr 5-7 - Passover Begins
Apr 12-13 - Passover Ends

May-2023

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

May 16 - Election Day
May 25-27 - Shavout

Jun-2023

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

June 19 - Juneteenth

Jul-2023

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 4 - Independence Day
Jul 12-14 - ACMA Summer Conference

Aug-2023

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug 1- Election Day
Aug 29-Sep 1 - League Annual Conference

Sep-2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Aug 29-Sep 1 - League Annual Conference
Sep 4 - Labor Day
Sep 15-17 - Rosh Hashanah
Sep 24-25 - Yom Kippur
Sep 29-Oct 1 - Sukkot
Sep 30-Oct 4 - ICMA Annual Conference

Oct-2023

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Sep 29-Oct 1 - Sukkot
Sep 30-Oct 4 - ICMA Annual Conference
Oct 9 - Columbus Day
Oct 6-8 - Shmeni Atzeret & Simchat Torah

Nov-2023

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
36	27	28	29	30		

Nov 7 - Election Day
Nov 10 - Veterans Day (observed)
Nov 11 - Veterans Day
Nov 15-18 - NLC City Summit Conference
Nov 20-24 - PUSD Thanksgiving Break
Nov 23 - Thanksgiving Day

Dec-2023

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Dec 25 - Dec 29 - PUSD Christmas Break
Dec 25 - Christmas Day

	Council Meeting
	Budget Study Sessions
	Conferences

	Federal Holidays
	Jewish Holidays
	PUSD and DVUSD School Breaks

I:\Council\Calendars\2023\2023 Council_Calendar

1st 2024 Meeting: Tentative 1/2/2024