

Mayor  
Jason Beck

Pine  
District  
Denette Dunn,  
Vice Mayor

Willow  
District  
Jon Edwards,  
Mayor Pro Tem

Acacia  
District  
Jennifer Crawford

Ironwood  
District  
Bill Patena

Mesquite  
District  
Brad Shafer

Palo Verde  
District  
Michael Finn

# City Council Meeting Notice & Agenda

Tuesday, October 17, 2023  
City Council Chamber  
8401 West Monroe Street  
Peoria, AZ 85345



## Special Meeting

4:00 P.M. Convene

### Roll Call

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

Authorize the holding of an Executive Session pursuant to A.R.S. 38-431.03(A)(3) and 38-431.03(A)(4) 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) Potential Litigation

### 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

### Authorization to Hold an Executive Session

2. An Executive Session pursuant to A.R.S. section 38-431.03(A)(3) and 38-431.03(A)(4) 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) Potential Litigation

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

5:00 P.M. Convene

## Roll Call

## Study Session Agenda

### Subject(s) for Discussion Only

3. Sales Tax and Audit - Option H

## Adjournment

# Regular Meeting

6:00 P.M. Convene

## Invocation

## Pledge of Allegiance

## Roll Call

## Final Call to Submit Speaker Request Forms

If you wish to address the City Council, please complete a Speaker Request Form and return it to the Clerk.

**NOTE:** The City Council may go into Executive Session at any time during this meeting pursuant to A.R.S. 38-431.03(A)(2) for the purpose of discussion or consideration of records exempt by law from public inspection, including the receipt and discussion of information or testimony that is specifically required to be maintained confidential by state or federal law, and pursuant to A.R.S. 38-431.03(A)(3) for the purpose of discussion or consultation for legal advice with the attorney or attorneys of the public body.

## 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

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

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept two grant awards in the total amount of \$58,950 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 through the 2023 Urban Areas Security Initiative Sustainment project; and (b) approve a budget amendment in the amount of \$58,950 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

**5 C. Intergovernmental Agreement, Water Infrastructure Finance Authority, Grant Funding, Central Arizona Project and Lake Pleasant Parkway Wellfield**

Discussion and possible action to: (a) enter into an Intergovernmental Agreement between City of Peoria and the Water Infrastructure Finance Authority, substantially in the form as presented, (b) to accept \$10,000,000 in grant funding to help pay for the Central Arizona Project and Lake Pleasant Parkway Wellfield.

**6 C. Intergovernmental Agreement, City of Phoenix, Firefighter Physicals, Phoenix Fire Department Health Center**

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix for annual firefighter physicals at the Phoenix Fire Department Health Center.

**7 C. Property Acquisition, 8866 West Thunderbird Road, APN 200-61-018K**

Discussion and possible action to: (a) authorize the acquisition of a 2,324 square foot commercial building located on city-owned property at 8866 West Thunderbird Road - APN 200-61-018K; and (b) approve a budget adjustment in the amount of \$275,000 from the General Fund Contingency account to 1000-0352-540000.

**8 C. Temporary Occupancy Permit, BNSF Railway Company, Grand Avenue between 83rd Avenue and 88th Avenue**

Discussion and possible action to approve a Temporary Occupancy Permit with the BNSF Railway Company for construction of improvements associated with the City's Grand Avenue Wrought Iron Fence Capital Improvement Program project, in accordance with budget authority previously approved by Council.



9 C. **Maintenance Improvement District No. 1274, Mystic A-4, Forest Pleasant Place and El Mirage Road**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2023-107** Intention and ordering the formation of proposed Maintenance Improvement District No. 1274, Mystic A-4, located at Forest Pleasant Place and El Mirage Road; and adopt **RES. 2023-108** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

10 C. **Street Light Improvement District No. 1176, Mystic A-4, Forest Pleasant Place and El Mirage Road**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2023-109** intention and ordering the formation of proposed Street Light Improvement District No. 1176, Mystic A-4, located at Forest Pleasant Place and El Mirage Road; and adopt **RES. 2023-110** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

11 C. **Final Plat, The Trailhead, Happy Valley Road and 83rd Avenue**

Discussion and possible action to approve a Final Plat of The Trailhead located on Happy Valley Road and 83rd Avenue. Subject to stipulations.

12 C. **Re-plat, "Replat of Lot 2, Alro Plat", Per Book 619 of maps 38 MCR, Southeast corner of 75th Avenue and Peoria Avenue**

Discussion and possible action to approve a Re-Plat for "Re-Plat of Lot 2, Alro Plat" per Book 619 of maps 38 MCR, Southeast corner of 75th Avenue and Peoria Avenue. Subject to stipulations.

## **Regular Agenda**

### **New Business**

13 R. **Code Amendment, Credit Card Service Fee**

Discussion and possible action to approve an **ORD. 2023-17** amending Section 2-217 of the Peoria City Code and authorizing the City to impose a service fee of 2.80 percent per transaction (\$1.95 minimum) on debit and credit card payments for certain City services.

14 R. **Budget Amendment, Parks and Recreation, Trail Improvements at Westwing Mountain Preserve**

Discussion and possible action to approve a budget amendment for \$100,000 from contingency to the Mountain Trail capital improvement plan project. These funds would design and construct two new trail segments on Westwing Mountain Preserve.

## **Call To The Public (Non-Agenda Items)**

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**

## **Reports from Council Youth Liaisons**

## **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>

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### **City Manager**

Henry Darwin

### **City Clerk**

Agnes Goodwine

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 3.

Date Prepared: 10/9/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager  
**THROUGH:** Kevin Burke, Deputy City Manager  
**FROM:** Sean Kindell, Chief Financial Officer  
**SUBJECT:** Sales Tax and Audit - Option H

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**Purpose:**

**Summary:**

The purpose of this study session is to address questions related to the City's adoption and enforcement of sales tax Option H - Amusements in the Model City Tax Code.

The study session will examine the Sales Tax audit process and restrictions and explain the history and use of Option H in the City of Peoria.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 4C.

Date Prepared: 10/3/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager  
**THROUGH:** Travis Cutright, Deputy City Manager  
**FROM:** Gary Bernard, Fire Chief  
**SUBJECT:** Grants, State of Arizona Department of Homeland Security, Various Fire Department Programs

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**Purpose:**

Discussion and possible action to: (a) authorize the Fire-Medical Department to accept two grant awards in the total amount of \$58,950 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 through the 2023 Urban Areas Security Initiative Sustainment project; and (b) approve a budget amendment in the amount of \$58,950 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

**Summary:**

The Peoria Fire-Medical Department has been working collaboratively over the past several years to develop various emergency response programs. To further integrate Peoria as part of the statewide disaster response program, the Peoria Fire-Medical Department applied for and received 2023 Homeland Security Grant funds from the Arizona Department of Homeland Security (AZDOHS). The two awards total \$58,950 to (1) sustain and enhance the chemical, biological, radiological, nuclear, or explosive (CBRNE) weapon detection, response, and decontamination program; and (2) sustain and enhance the Terrorism Liaison Officer (TLO) program through the 2023 Urban Area Security Initiative (UASI) Sustainment project.

The Fire-Medical Department received an award for \$45,000 to purchase supplies and provide training to support, enhance and maintain CBRNE operations.

The Fire-Medical Department also received an award for \$13,950 for training to support TLO operations through the UASI Sustainment project. The TLO program functions as a Field Intelligence Unit in support of police tactical operations, hazardous material operations, explosive special operations, and uncommon event types.

The grant performance period is October 1, 2023 to September 30, 2024.

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

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

### **Staff Recommendation:**

Staff recommends authorization to accept two grant awards in the total amount of \$58,950 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 through the Urban Area Security Initiative Sustainment project; and approve a budget amendment in the amount of \$58,950 from the Proposed Grants Contingency account to various Homeland Security Grant Fund accounts.

### **Fiscal Analysis:**

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

| <b>Dept.</b> | <b>Account #</b> | <b>Description</b>             | <b>Amount</b>          | <b>Program</b> |
|--------------|------------------|--------------------------------|------------------------|----------------|
| Fire         | 7670-7870-524007 | Equipment/Tools R & M          | \$10,000               | CBRNE          |
| Fire         | 7670-7870-530019 | Operational Supplies/Equipment | \$35,000               | CBRNE          |
|              |                  |                                | <b>Total: \$45,000</b> |                |
| Fire         | 7670-7870-520510 | Training/Meeting-Overnight     | \$13,950               | UASI/TLO       |
|              |                  |                                | <b>Total \$13,950</b>  |                |

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

### **ATTACHMENTS:**

Award Letter CBRNE  
CBRNE Sub Agreement  
CBRNE Budget Detail  
UASI Award Letter  
UASI Sub Agreement  
UASI Budget Detail

### **Contact Name and Number:**

Gary Bernard, (623)773-7279



Governor Katie Hobbs

# State of Arizona Department of Homeland Security



Interim Director  
Susan Dzbanko

September 20, 2023

Fire Chief Gary Bernard  
Peoria Fire-Medical Department  
8401 W. Monroe St  
Peoria, AZ 85345-6560

Subject: FFY 2023 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **230816-02**  
Project Title: **CBRNE Enhancement**

Dear Fire Chief Gary Bernard,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**CBRNE Enhancement**" has been **partially funded** under the 2023 Urban Area Security Initiative Grant Program for **\$45,000**. The grant performance period is **October 1, 2023 to September 30, 2024**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2023 federal award date as indicated in the U.S. DHS award package is 9/01/2023 with a total amount of funding of \$25,997,500.00. The Federal Award Identification Number is EMW-2023-SS-00018-S01.

### **To access your award documentation:**

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

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

The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

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

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2024, this award is rescinded and the funds will be**



Governor Katie Hobbs

# State of Arizona Department of Homeland Security



Interim Director  
Susan Dzbanko

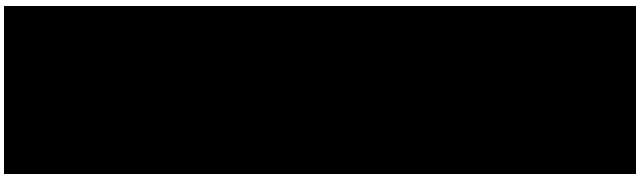
## reallocated.

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2023. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Susan Dzbanko  
Interim Director

## SUBRECIPIENT AGREEMENT

23-AZDOHS-HSGP-230816-02

Between

The Arizona Department of Homeland Security

And

Peoria Fire-Medical Department (UEI: ML1ZY81QDEW8)

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

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2023** and shall terminate on **September 30, 2024**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: "**CBRNE Enhancement**" and funded at **\$45,000** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$45,000** to Subrecipient under this Agreement.

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



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

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

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

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

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

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

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

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

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

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

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See [https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD\\_EHP\\_Policy\\_Final\\_Amendment\\_GPD\\_final\\_508.pdf](https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf) and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

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

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

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

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

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,

correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**16. Audit/Monitoring**

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov) a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

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

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,



regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
  - Financial Management
  - Procurement
  - Personnel
  - Property
  - Travel

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

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
  - a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
  - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
  - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;

- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
- e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
- f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
- g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.
27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
  - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
  - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1([https://www.fema.gov/sites/default/files/documents/fema\\_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf](https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf)) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
- q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
- r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
- s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
- t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
- u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

- 31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.
- 33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.
- 34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
- 35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which



funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents,

employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

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

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at [www.azdohs.gov](http://www.azdohs.gov).

AZDOHS shall address all notices relative to this Agreement to:

Fire Chief, Gary Bernard

Enter Title, First & Last Name Above

Peoria Fire-Medical Department

Enter Agency Name Above

8401 W. Monroe Street

Enter Street Address Above

Peoria, AZ 85345

Enter City, State, ZIP Above

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

**FOR AND BEHALF OF THE**

Peoria Fire-Medical Department

Enter Agency Name Above

Authorized Signature Above

Gary Bernard, Fire Chief

Print Name & Title Above

Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

Susan Dzbanko, Interim Director

Date

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

ATTEST:

---

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

---

Emily Jurmu, City Attorney



Governor Katie Hobbs

State of Arizona  
Department of Homeland Security  
State Homeland Security Program



Interim Director  
Susan Dzbanko

Equipment - Budget Detail Worksheet

Peoria Fire-Medical Department 230816-02

| AEL #        | Item Description                    | Qty Requested | Total Requested | Qty Approved | Total Approved |
|--------------|-------------------------------------|---------------|-----------------|--------------|----------------|
| 19GN-00-COMP | SCBA Air Compressor                 | 1             | \$42,664        | 1            | \$35,000       |
| 21GN-00-MAIN | Equipment Maintenance               | 1             | \$12,000        | 1            | \$10,000       |
| 01VF-01-ENSM | NFPA 1991 Level A Suits             | 4             | \$11,200        | 0            | \$0            |
| 07RD-02-PDGA | Radiation Meter - Simple            | 1             | \$11,200        | 0            | \$0            |
| 07RD-02-RIID | Radiation Meter - Advanced          | 1             | \$15,200        | 0            | \$0            |
| 03OE-02-SCOP | Laser Rangefinder                   | 1             | \$450           | 0            | \$0            |
| 01CB-01-ENSM | Dual Certified NFPA 1992/1994 Suits | 6             | \$5,400         | 0            | \$0            |
| TOTAL:       |                                     |               | \$98,114        |              | \$45,000       |

Displaying 1 - 7 of 7 Equipment Items



Governor Katie Hobbs

State of Arizona  
**Department of Homeland Security**  
**State Homeland Security Program**



Interim Director  
Susan Dzbanko





Governor Katie Hobbs

# State of Arizona Department of Homeland Security



Interim Director  
Susan Dzbanko

September 20, 2023

Fire Chief Gary Bernard  
Peoria Fire-Medical Department  
8351 W Cinnabar Ave  
Peoria, AZ 85345-6560

Subject: FFY 2023 Homeland Security Grant Program Award  
Subrecipient Agreement Number: **230816-01**  
Project Title: **2023 UASI Sustainment**

Dear Fire Chief Gary Bernard,

The application that your agency submitted to the Arizona Department of Homeland Security (AZDOHS) for consideration under the Homeland Security Grant Program has been awarded. The project titled "**2023 UASI Sustainment**" has been **partially funded** under the 2023 Urban Area Security Initiative Grant Program for **\$13,950**. The grant performance period is **October 1, 2023 to September 30, 2024**. Your application will be kept on file and may be considered for additional funding if reallocation funding becomes available. This grant program is part of the U.S. Department of Homeland Security Grant Program and specifically is awarded under CFDA #97.067 (Catalog of Federal Domestic Assistance). The FFY 2023 federal award date as indicated in the U.S. DHS award package is 9/01/2023 with a total amount of funding of \$25,997,500.00. The Federal Award Identification Number is EMW-2023-SS-00018-S01.

### **To access your award documentation:**

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

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

The following action items must be downloaded, completed, signed and returned to AZDOHS. Specific information regarding the mode of submission for the following requirements is located in the portal:

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

These items must be completed and on file at AZDOHS in order for your agency to be eligible for reimbursement. **If all documentation listed in numbers 1, 2, and 3 (if applicable), above is not signed and received by AZDOHS on or before January 31, 2024, this award is rescinded and the funds will be**



Governor Katie Hobbs

# State of Arizona Department of Homeland Security



Interim Director  
Susan Dzbanko

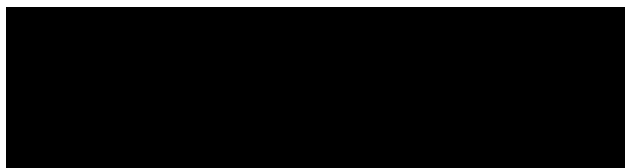
## reallocated.

This letter does **not** serve as authorization to obligate or begin spending funds toward this award. Obligations and expenditures cannot take place until October 1, 2023. If your project requires an Environmental and Historic Preservation (EHP) review, this must be completed, submitted and approved by FEMA/AZDOHS prior to any obligation/expenditure of funds. **If your award has been designated an EHP B and you obligate funds prior to receiving the EHP Approval from FEMA you will not be reimbursed.** Additionally, all actions associated with this project must be completed, invoiced and received by the end of the period of performance. Reimbursements are limited to approved quantities and funding thresholds. You will not be reimbursed for quantities in excess of what you have been authorized to purchase. AZDOHS reserves the right to request additional documentation at any time.

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

Congratulations on your Homeland Security Grant Program award.

Sincerely,



Susan Dzbanko  
Interim Director

## SUBRECIPIENT AGREEMENT

23-AZDOHS-HSGP-230816-01

Between

The Arizona Department of Homeland Security

And

Peoria Fire-Medical Department (UEI: 220817-02)

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

1. **Purpose of Agreement** This Agreement is to specify the rights and responsibilities of AZDOHS in administering the distribution of homeland security grant funds to Subrecipient, and to specify the rights and responsibilities of Subrecipient as the recipient of these funds.
2. **Period of Performance** This Agreement shall become effective on **October 1, 2023** and shall terminate on **September 30, 2024**. The obligations of Subrecipient herein survive termination of this Agreement.
3. **Description of Services** Subrecipient must fulfill all obligations set forth in Subrecipient's approved grant application titled: **"2023 UASI Sustainment"** and funded at **\$13,950** (as may have been modified by the award letter).
4. **Financing and Fiscal Responsibility** Under US Department of Homeland Security ("USDHS") grant #EMW-2023-SS-00018-S01 and Catalog of Federal Domestic Assistance ("CFDA") #97.067, AZDOHS shall provide up to **\$13,950** to Subrecipient under this Agreement.

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

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

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

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

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

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

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

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

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

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

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

7. **Environmental Planning and Historic Preservation** Subrecipient **must** comply with Federal, State and Local environmental and historical preservation (EHP) regulations, laws and Executive Orders as applicable. See [https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD\\_EHP\\_Policy\\_Final\\_Amendment\\_GPD\\_final\\_508.pdf](https://www.fema.gov/media-library-data/1533321728657-592e122ade85743d1760fd4747241776/GPD_EHP_Policy_Final_Amendment_GPD_final_508.pdf) and <https://azdohs.gov/environmental-and-historic-preservation-ehp>. Subrecipients proposing programs with potential environmental impact **must** participate in the USDHS/Federal Emergency Management Agency (FEMA) EHP review process. Subrecipient **must** complete the EHP review process before funds will be released by AZDOHS. If Subrecipient engages in ground disturbing

activities, Subrecipient must monitor ground disturbance. If archeological resources are discovered, Subrecipient must immediately (a) cease construction and (b) notify FEMA, AZDOHS, and the Arizona State Historic Preservation Office. AZDOHS/DHS/FEMA **will not fund or reimburse** projects that are initiated without the required EHP review.

8. **Procurement (including Noncompetitive Procurement)** Subrecipient must comply with its procurement rules/policies, all Federal procurement rules/policies, and all Arizona Procurement Code provisions and rules, the most restrictive of which will apply. Subrecipient **must not** enter into a noncompetitive procurement unless AZDOHS grants **prior written approval** via the Noncompetitive Procurement Request form at <https://azdohs.gov/grant-program-forms>.
9. **Property Control** Subrecipient must safeguard and maintain control and accountability for all property/equipment purchased under this Agreement, and Subrecipient must assure that it is used only for purposes authorized under this Agreement and maintained as provided in 2 CFR 200.313. Such property/equipment shall be used by Subrecipient in the program for which it was acquired as long as needed, whether or not the program continues to be supported by Federal grant funds. Subrecipient must immediately investigate and report to AZDOHS any loss, damage, or theft. Subrecipient must replace any property/equipment lost, damaged or stolen at Subrecipient's expense, and must immediately submit an updated Property Control Form (<https://azdohs.gov/grant-program-forms>) to AZDOHS.

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

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

10. **Training and Exercise** All training and/or exercise events must be included in Subrecipient's

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

11. **Consultants/Trainers/Training Providers** Invoices for consultants/trainers/training providers must include: a description of services; dates of services; number of hours for services performed; rate charged; and the total cost of services. Rates must be within the prevailing rates; must be consistent with Subrecipient's procurement policies and 2 CFR Part 200; and shall not exceed **\$650** per day per consultant/trainer/training provider unless AZDOHS grants prior written approval. This includes internal personnel hired on backfill/overtime to deliver training. Subrecipient will not be reimbursed costs other than travel, lodging, meals, and incidentals on travel days for consultants/trainers/training providers, at rates not to exceed State rates, and itemized receipts are required. See Travel Costs below, at Paragraph 12.
12. **Travel Costs** All grant funds expended for travel, lodging, meals and incidentals are subject to the standards of Subrecipient's policies and procedures, and the State of Arizona Accounting Manual (<https://gao.az.gov/publications/saam>), which Subrecipient must apply uniformly to both Federally financed and its other activities. AZDOHS will reimburse at the most restrictive allowability and rates. At no time will Subrecipient's reimbursements exceed the State rates established by the Arizona Department of Administration: <https://gao.az.gov/travel>.
13. **Contractors/Subcontractors** Subrecipient may enter into written subcontract(s) in accordance with 2 CFR Part 200 and the NOFO. No subcontract that the Subrecipient enters into relieves Subrecipient of any responsibilities under this Agreement. Subrecipient must give AZDOHS immediate notice in writing of any action filed or claim made against Subrecipient by any subcontractor or vendor.
14. **Allowable Costs** The allowability of costs incurred under this Agreement shall be determined by AZDOHS in its sole discretion and in accordance with the general principles and standards set forth in the CFR, FEMA Authorized Equipment List (<https://www.fema.gov/grants/tools/authorized-equipment-list>), and guidance documents (i.e. NOFO, Preparedness Grants Manual, Information Bulletins). Subrecipient's use of grant funds for indirect costs must be in accordance with 2 CFR Part 200 and the NOFO. Subrecipient must apply to AZDOHS for its written approval of indirect costs prior to expenditure. Subrecipient may not expend grant funds for Management and Administrative costs for administering such funds without prior written approval of AZDOHS.
15. **Amendments** Any change in this Agreement including but not limited to the Description of Services, Period of Performance and budget described herein, whether by modification or supplementation, must be accomplished by a formal Agreement amendment signed and approved by and between the duly authorized representatives of the Subrecipient and the AZDOHS. Any such amendment shall specify: 1) an effective date; 2) any increases or decreases in the amount of the Subrecipient's reimbursement, if applicable; 3) be titled as an "Amendment," and 4) be signed by the parties identified in the preceding paragraph. The Subrecipient expressly and explicitly understands and agrees that no other method of communication, including any other document,



correspondence, act, or oral communication by or from any person, shall be used or construed as an amendment or modification or supplementation to this Agreement.

**16. Audit/Monitoring**

- a. Subrecipient must comply with the record-keeping and other requirements of ARS 35-214 and 35-215, and shall ensure that its contractors and subcontractors at all tiers also comply.
- b. Under 31 USC 7501-7507 and 2 CFR 200.501, Subrecipient will be subject to audit per 2 CFR Part 200, if Subrecipient expended \$750,000 or more in Federal awards in its previous fiscal year. If Subrecipient has met or exceeded this threshold, Subrecipient must submit to AZDOHS a copy of Subrecipient's single audit or program specific audit report for the previous fiscal year (and for subsequent fiscal years that fall within the Period of Performance) annually, within 9 months of Subrecipient's fiscal year end. Subrecipients not subject to this requirement must submit to AZDOHS via [audits@azdohs.gov](mailto:audits@azdohs.gov) a statement that they do not meet the threshold and therefore do not have to complete a single audit or program specific audit.
- c. Failure of Subrecipient to comply with any requirements resulting from an audit will suspend reimbursement by AZDOHS to Subrecipient and Subrecipient will not be eligible for any new award, until Subrecipient is in complete compliance.

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

17. **Notice of Funding Opportunity (NOFO)** Subrecipient must comply with the Notice of Funding Opportunity (NOFO). The terms of the NOFO are hereby incorporated into this Agreement.
18. **National Incident Management System** Subrecipient must remain in compliance with National Incident Management System implementation initiatives as provided in the NOFO.
19. **Communications Equipment** All Land Mobile Radio equipment purchased must comply with: (a) P25 (Project 25) standards (<https://www.cisa.gov/safecom>); (b) SAFECOM Guidance (<https://www.cisa.gov/safecom>); (c) Land Mobile Radio Minimum Equipment Standards as approved by the Statewide Interoperability Executive Committee (<https://www.azdps.gov/services/government/swic>); and (d) Arizona's State Interoperable Priority Programming Guide (<https://www.azdps.gov/services/government/swic>).
20. **Nonsupplanting Agreement** Subrecipient must not use funds received under this Agreement to supplant Federal, State, Tribal or Local funds or other resources, and may be required to document this. If a position created by this Agreement is filled from within, the resulting vacancy must be filled within 30 days, and if not, Subrecipient must stop charging the grant for the new position; upon filling the vacancy, Subrecipient may resume charging for the position. A cost allocable to a particular Federal award provided for in 2 CFR Part 200 Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes,

regulations, or terms and conditions of the Federal award(s), or any other reason. However, Subrecipient from may shift costs allowable under two or more Federal awards if allowed by Federal statute, regulation, or the terms of the Federal award(s).

21. **E-Verify** Subrecipient must comply with all State and Federal immigration laws and regulations relating to its employees and to employees of any contractor or subcontractor retained through Subrecipient to provide goods or services related to this Agreement, including but not limited to ARS 23-214(A) and ARS 41-4401. A breach of this obligation is a material breach of this Agreement and Subrecipient may be subject to penalties to be determined at AZDOHS's discretion, up to and including termination of this Agreement. AZDOHS will have the right to inspect the papers of any Subrecipient employee who works on this Agreement, and to those of any employee of any contractor or subcontractor retained through Subrecipient.
22. **Research and Development** Subrecipient may not use funds obtained under this Agreement for research/development.
23. **Funds Management** Subrecipient must maintain funds received under this Agreement in separate accounts and cannot mix these funds with funds from other sources. Subrecipient must manage funds according to all applicable Federal regulations, including 2 CFR Part 200 and specifically 2 CFR 200.302. Subrecipient must maintain the following business systems:
  - Financial Management
  - Procurement
  - Personnel
  - Property
  - Travel

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

24. **Reporting of Matters Related to Recipient Integrity and Performance** If the total of Subrecipient's currently active grants, cooperative agreements, and procurement contracts from all Federal assistance offices exceeds \$10,000,000 at any time during the Period of Performance, Subrecipient must comply with Appendix XII to 2 CFR Part 200.
25. **Nondiscrimination** Subrecipient must comply with the following that apply to this Federally-funded program:
  - a. 29 USC 794, which bars discrimination against qualified handicapped individuals solely by reason of the handicap;
  - b. 42 USC 2000d *et seq.*, 6 CFR Part 21, and 44 CFR Part 7, which bar discrimination on grounds of race, color, or national origin (which requires Subrecipient to take reasonable steps to provide accommodation to persons with Limited English Proficiency; Subrecipient must refer to the USDHS Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and the resources at <http://www.lep.gov>);
  - c. All State and Federal equal opportunity and non-discrimination requirements and conditions of employment, including but not limited to Arizona Executive Order 2009-9 (<https://azgovernor.gov/governor/executive-order/2020-09>) and 42 USC 12101-12213 (which bar discriminating on the basis of disability;



- d. 42 USC 6101 *et seq.*, which prohibits discrimination on the basis of age;
- e. The equal treatment policies and requirements contained in 6 CFR Part 19 and other applicable statutes, regulations, and guidance governing faith-based organizations;
- f. 20 USC 1681 *et seq.* and 6 CFR Part 17 and 44 CFR Part 19, which bars discrimination on the basis of sex; and
- g. 42 USC 3601 *et seq.* and 24 CFR Part 100, which prohibit discrimination in the sale, rental, financing, and advertising of dwellings, or in the provision of related services, on the basis of race, color, national origin, religion, disability, familial status, and sex.

26. **Intellectual Property** Subrecipient must affix the copyright notices required by 17 USC 401 and 402 and include an acknowledgement of Government sponsorship (including award number) to any work first produced under this Agreement. Unless otherwise provided by law, Subrecipient is subject to 35 USC 200-212 and is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards that are in 37 CFR Part 401, including specifically 37 CFR 401.14. Subrecipient must obtain USDHS's approval prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials. Subrecipient agrees that USDHS and AZDOHS have a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use: (a) the copyright in any work developed under an award or sub-award; and (b) any rights of copyright to which Subrecipient purchases ownership with Federal support. Subrecipient must acknowledge its use of Federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing programs funded in whole or in part with Federal funds. Subrecipient must not advertise or publish information for commercial benefit concerning this Agreement without the prior written approval of AZDOHS.
27. **Activities Conducted Abroad** Subrecipient must ensure that program activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
28. **Federal Debt Status** Subrecipient must not be delinquent on any Federal obligations, including but not limited to payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 (<https://fiscal.treasury.gov/files/dms/circ-a129-upd-0113.pdf>).
29. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials** Subrecipients must comply with the Office of Management and Budget (OMB), Memorandum M-22-11 (<https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>), which provides Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.
30. **Compliance with Certain Federal Statutes, Regulations, and Requirements**
- a. Subrecipient must comply with the 31 USC 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the Federal government; 31 USC 3801-3812 detail the remedies for false or fraudulent claims made.
  - b. Subrecipient must comply with 42 USC 6201 *et seq.*, which contain policies relating to energy efficiency that are defined in the State energy conservation plan issued
  - c. Subrecipient must comply with the drug-free workplace requirements in 2 CFR Part 3001 and 41 USC 8101-8106.

- d. Subrecipient is prohibited from acquiring certain Chinese and Russian telecommunications equipment, systems, and services as provided in FEMA Policy #405-143-1([https://www.fema.gov/sites/default/files/documents/fema\\_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf](https://www.fema.gov/sites/default/files/documents/fema_policy-405-143-1-prohibition-covered-services-equipment-gpd.pdf)) ; 2 C.F.R. sections 200.216, 200.327, 200.471 and Appendix II to 2 C.F.R. Part 200; 48 CFR 4.2100 *et seq.*; 48 CFR 52.204-25; 48 CFR 52.212-3; 48 C.F.R. 204.2100 *et seq.*; and 48 C.F.R. 252.204-7018 1.
- e. If grant funds are used for construction, Subrecipient and its contractors and subcontractors at all tiers must comply with the Davis-Bacon Act (40 USC 3141 *et seq.*). Subrecipients must obtain AZDOHS' written approval before using Homeland Security Grant Program ("HSGP") funds for construction/renovation per <https://www.dol.gov/whd/govcontracts/dbra.htm>.
- f. Subrecipient must maintain insurance coverage as provided in 2 CFR 200.310. Subrecipient must provide at least the equivalent insurance coverage for real property and equipment acquired or improved under this Agreement as provided to property owned by Subrecipient.
- g. Subrecipient must comply with 42 USC 6962, including procuring only items designated in the Environmental Protection Agency ("EPA") guidelines at 40 CFR Part 247 as containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
- h. Subrecipient must comply with all Federal whistleblower protections, including 41 USC 4712.
- i. Subrecipient must comply with the PATRIOT Act, P.L. 107-56), including 18 USC 175-175c.
- j. Subrecipient must comply with the System for Award Management and Universal Identifier Requirements in 2 CFR, Appendix A to Part 25.
- k. Subrecipient must comply with the Trafficking Victims Protection Act, 22 USC 7101 *et seq.*, as required by 2 CFR 175.15.
- l. Subrecipient must comply with US Executive Order 13224 (<https://www.state.gov/executive-order-13224/>) and all US laws that prohibit transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
- m. Subrecipient must comply with the requirements on Reporting Subawards and Executive Compensation in Appendix A to 2 CFR Part 170.
- n. Subrecipient is subject to the debarment and suspension regulations in US Executive Order 12549 (<https://www.archives.gov/federal-register/codification/executive-order/12549.html>) and US Executive Order 12689 (<https://www.gadoe.org/School-Improvement/Teacher-and-Leader-Effectiveness/Documents/Title%20II,%20Part%20A%20Documents/Guidance/WHEO%2012689%20Debarment%20and%20Suspension.pdf>) and 2 CFR Part 180 and 2 CFR Part 3000. These restrict Federal awards, subawards, and contracts with parties debarred, suspended, or otherwise excluded from or ineligible for Federal programs or activities.
- o. If Subrecipient collects Personally Identifiable Information ("PII"), it must have a publically-available written policy stating its standards for the usage and maintenance of PII. PII is any information that permits the identity of an individual to be directly or indirectly inferred, including information linked or linkable to that individual. Subrecipient must follow USDHS guidance (<https://www.dhs.gov/publication/privacy-impact-assessment-guidance>).

- p. Subrecipient must complete either the Standard Form 424B Assurances - Non-Construction Programs (<https://omb.report/icr/202011-0560-005CF>), or Standard Form 424D Assurances - Construction Programs (<https://omb.report/icr/200906-4040-008>), as applicable. The USDHS financial assistance office ("USDHS FAO") may determine that certain assurances in these documents may not apply, or may require additional assurances; Subrecipient must contact the USDHS FAO with any questions. Subrecipient must follow the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200 and 2 CFR Part 3002. By entering into this Agreement, Subrecipient and its executives, as defined in 2 CFR 170.315, certify that Subrecipient's policies comply with 2 CFR Part 200, all applicable Federal laws, and applicable guidance.
- q. Subrecipient must comply with the National Environmental Policy Act ("NEPA") 42 USC 4321 *et seq.*, and Council on Environmental Quality regulations (40 CFR Parts 1500-1508) regarding NEPA.
- r. Subrecipient must comply with 31 USC 1352, and may not use funds provided under this Agreement to pay any person to influence or attempt to influence an officer or employee of any government agency, Member of Congress, officer or employee of Congress, or an employee of a Member of Congress, relating in any way to a Federal award or contract.
- s. In accordance with 15 USC 2201 *et seq.* and 15 USC 2225a in particular, Subrecipient must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with all applicable fire prevention and control guidelines.
- t. Subrecipient must comply with the International Air Transportation Fair Competitive Practices Act of 1974, 49 USC 40118, and the interpretative guidelines in Comptroller General Decision B-138942 (<https://www.gao.gov/products/b-138942>).
- u. Subrecipient law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

- 31. **Applicability of Terms of this Agreement to Tribes** If a term in this Agreement does not apply to Indian Tribes, or there is a Federal law or regulation exempting Indian Tribes, if Subrecipient is an Indian Tribe, this Agreement does not change or alter the inapplicability of such requirements.
- 32. **Cancellation for Conflict of Interest** AZDOHS may, by written notice to Subrecipient, immediately cancel this Agreement without penalty or further obligation pursuant to ARS 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement for AZDOHS is an employee or agent of Subrecipient in any capacity, or a consultant to Subrecipient with respect to this Agreement's subject matter. Cancellation shall be effective when Subrecipient receives AZDOHS' written notice, unless the notice specifies a later time.
- 33. **Assignment and Delegation** Subrecipient may not assign any rights hereunder without an express written agreement signed by authorized representatives of both parties.
- 34. **Third Party Antitrust Violations** Subrecipient hereby assigns to the State of Arizona any claim for overcharges resulting from antitrust violations, to the extent that such violations concern materials or services supplied by third parties to Subrecipient toward fulfilling this Agreement.
- 35. **Availability of Funds** AZDOHS' payment obligations under this Agreement are conditioned on the availability of funds appropriated or allocated for this purpose, per ARS 35-154. If funds are not allocated and available, AZDOHS may terminate this Agreement at the end of the period for which

funds are available. No liability shall accrue to AZDOHS in the event this provision is exercised, and AZDOHS shall not be obligated or liable for any future payments or for any damages as a result of termination under this Paragraph, including purchases and/or contracts entered into by Subrecipient in the execution of this Agreement.

36. **Force Majeure** If either party is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of such act will be excused for the period of the delay.
37. **Dispute Resolution** In the event of a dispute regarding this Agreement, written notice must be provided to the other party within 30 calendar days of the relevant events. Any claim made by or against AZDOHS relating to this Agreement shall be resolved through the administrative claims process. The parties agree to resolve all disputes relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARS 12-1518 except as may be required by other applicable statutes. The forum for any dispute arising out of this Agreement shall be Maricopa County, Arizona.
38. **Governing Law and Interpretation of This Agreement** This Agreement is governed by the laws of the State of Arizona, without regard to its conflict of laws provisions. This Agreement is the parties' complete agreement and replaces the parties' prior and contemporaneous agreements, representations, and understandings pertaining to its subject matter, whether oral or written. No course of dealings or usage of the trade supplements or explains any terms. A party's failure to insist on strict performance of any term is not a waiver of that term, even if the party accepting or acquiescing in the nonconforming performance knows the nature of the performance and fails to object. If any new legislation, laws, ordinances, or rules affect this Agreement, this Agreement automatically incorporates the terms of such legislation, laws, ordinances, or rules. Any term of this Agreement that is declared contrary to any current or future law, order, regulation, or rule, or that is otherwise invalid, shall be deemed stricken without impairing the validity of the remainder of this Agreement. In the event FEMA determines that changes are necessary to this Agreement after it has been entered into, including changes to Period of Performance or other terms, Subrecipient will be notified of the changes in writing; once notification is made, any subsequent request for funds by Subrecipient will constitute Subrecipient's acceptance of the changes and will incorporate the changes into this Agreement. Except as expressly provided in this Paragraph, any amendment to or extension of this Agreement may be made only in a writing signed by authorized representatives of both parties. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.
39. **Licensing** Unless otherwise exempted by law, Subrecipient must obtain and maintain all licenses, permits, and authority necessary to perform its obligations under this Agreement.
40. **Sectarian Requests** Funds disbursed under this Agreement may not be used for any sectarian purpose or activity, including worship or instruction in violation of the US or Arizona Constitutions.
41. **Closed-Captioning of Public Service Announcements** Any television public service announcement funded in whole or in part by this Agreement must include closed captioning.
42. **Indemnification** Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury to any person (including death) or property damage, but only to the extent such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents,

employees, or volunteers. The State of Arizona and AZDOHS are self-insured per ARS 41-621. If Subrecipient utilizes contractor(s) and/or subcontractor(s), the indemnification clause between Subrecipient and contractor(s) and subcontractor(s) shall include the following:

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

43. **Termination** Each party has the right to terminate this Agreement if the other party fails to comply with this Agreement. A party invoking the right to terminate shall provide written 30 day advance notice of all reasons for the termination. If Subrecipient chooses to terminate this Agreement before all deliverables have been delivered, AZDOHS has the right to recover all reimbursements made to Subrecipient. On termination, AZDOHS may procure, on terms that it deems appropriate, materials or services to replace those that otherwise would have been provided by Subrecipient, and Subrecipient will be liable to AZDOHS for all excess costs incurred by AZDOHS in procuring such materials or services. Subrecipient must continue to perform this Agreement until the date of termination, as directed in the termination notice. If AZDOHS reasonably believes Subrecipient does not intend to, or is unable to fully perform this Agreement, AZDOHS may demand in writing that Subrecipient give written assurance of its intent and ability to perform. If Subrecipient fails to provide written assurance within the time specified in the demand, AZDOHS may terminate this Agreement.
44. **Paragraph Headings** Paragraph headings in this Agreement are for convenience of reference only and do not define, limit, enlarge, or otherwise affect the interpretation of this Agreement.
45. **Counterparts** This Agreement may be executed in any number of counterparts, copies, or duplicate originals. Each such counterpart, copy, or duplicate original shall be deemed an original, and collectively they shall constitute one Agreement.
46. **Authority to Execute This Agreement** The person executing this Agreement on behalf of Subrecipient represents and warrants that he/she is duly authorized to do so.
47. **Transfer of Funds Prohibition** Subrecipient may not transfer funds between programs (e.g., State Homeland Security Program, Urban Area Security Initiative, Operation Stonegarden).

48. **Parties** This Agreement is for the benefit of AZDOHS and Subrecipient as the only parties to this Agreement, and to their respective successors, assigns, executors and legal representatives. Except as expressly provided in this Agreement, nothing in this Agreement confers on any person other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities.
49. **Respective Responsibilities** Except as expressly provided in this Agreement, each party agrees that, to the extent authorized by law, it will be responsible for its own acts or omissions and the results thereof and will not be responsible for the acts or omissions of the other party and the results thereof. In the event that either party becomes aware of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement, that party will immediately notify the other party, and the parties will share all information regarding such matter and cooperate with each other in addressing the matter. The parties are independent contractors, and nothing contained in this Agreement will create the relationship of partnership, joint venture, agency, or employment between the parties or any of their employees, officers, agents, or contractors. Each party hereby agrees to perform any further acts and to execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.
50. **Publicity** Neither party shall use or mention in any publicity, advertising, promotional materials or news release the name or service mark(s) of the other party without the prior written consent of that party.

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

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

Subrecipient must address all notices relative to this Agreement to the appropriate AZDOHS staff; contact information is at [www.azdohs.gov](http://www.azdohs.gov).

AZDOHS shall address all notices relative to this Agreement to:

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

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

**FOR AND BEHALF OF THE**

Peoria Fire-Medical Department  
\_\_\_\_\_  
Enter Agency Name Above

\_\_\_\_\_  
Authorized Signature Above  
Gary Bernard, Fire Chief  
\_\_\_\_\_  
Print Name & Title Above

\_\_\_\_\_  
Enter Date Above

**FOR AND BEHALF OF THE**

Arizona Department of Homeland Security

\_\_\_\_\_  
Susan Dzbanko, Interim Director

\_\_\_\_\_  
Date

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



ATTEST:

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Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

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Emily Jurmu, City Attorney



Governor Katie Hobbs

State of Arizona  
Department of Homeland Security  
State Homeland Security Program



Interim Director  
Susan Dzbanko

Training - Budget Detail Worksheet

Peoria Fire-Medical Department 230816-01

Training Title: National Homeland Security Conference

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

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

Training Total for Peoria Fire-Medical Department Subrecipient Agreement Number 230816-01 - Requested: **\$14,950** Approved: **\$13,950**



# State of Arizona

## Department of Homeland Security

### State Homeland Security Program



#### Training - Budget Detail Worksheet

Peoria Fire-Medical Department

230816-01

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

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

| <i>Backfill/Overtime</i> |                | <i>Supplies</i>  |                | <i>Contract/Consult</i> |                | <i>Travel</i>    |                | <i>Wkshp/Conf</i> |                | <i>Total</i>     |                |
|--------------------------|----------------|------------------|----------------|-------------------------|----------------|------------------|----------------|-------------------|----------------|------------------|----------------|
| <u>Requested</u>         | <u>Awarded</u> | <u>Requested</u> | <u>Awarded</u> | <u>Requested</u>        | <u>Awarded</u> | <u>Requested</u> | <u>Awarded</u> | <u>Requested</u>  | <u>Awarded</u> | <u>Requested</u> | <u>Awarded</u> |
| \$0                      | \$0            | \$0              | \$0            | \$0                     | \$0            | \$5,500          | \$5,500        | \$1,450           | \$1,450        | \$6,950          | \$6,950        |

Training Total for Peoria Fire-Medical Department Subrecipient Agreement Number 230816-01 - Requested: **\$14,950** Approved: **\$13,950**

Training Item 2 of 3



# State of Arizona

## Department of Homeland Security

### State Homeland Security Program



#### Training - Budget Detail Worksheet

Peoria Fire-Medical Department

230816-01

**Training Title:** Arizona Terrorism Liaison Officer Conference

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

| <i>Backfill/Overtime</i> |                | <i>Supplies</i>  |                | <i>Contract/Consult</i> |                | <i>Travel</i>    |                | <i>Wkshp/Conf</i> |                | <i>Total</i>     |                |
|--------------------------|----------------|------------------|----------------|-------------------------|----------------|------------------|----------------|-------------------|----------------|------------------|----------------|
| <u>Requested</u>         | <u>Awarded</u> | <u>Requested</u> | <u>Awarded</u> | <u>Requested</u>        | <u>Awarded</u> | <u>Requested</u> | <u>Awarded</u> | <u>Requested</u>  | <u>Awarded</u> | <u>Requested</u> | <u>Awarded</u> |
| \$0                      | \$0            | \$0              | \$0            | \$0                     | \$0            | \$0              | \$0            | \$1,000           | \$0            | \$1,000          | \$0            |

Training Total for Peoria Fire-Medical Department Subrecipient Agreement Number 230816-01 - *Requested:* **\$14,950** *Approved:* **\$13,950**

*Training Item 3 of 3*



Governor Katie Hobbs

State of Arizona  
**Department of Homeland Security**  
**State Homeland Security Program**



Interim Director  
Susan Dzbanko

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 5C.

Date Prepared: 10/4/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager

**THROUGH:** Kevin Burke, Deputy City Manager

**FROM:** David Burks, Water Services Director

**SUBJECT:** Intergovernmental Agreement, Water Infrastructure Finance Authority, Grant Funding, Central Arizona Project and Lake Pleasant Parkway Wellfield

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**Purpose:**

Discussion and possible action to: (a) enter into an Intergovernmental Agreement between City of Peoria and the Water Infrastructure Finance Authority, substantially in the form as presented, (b) to accept \$10,000,000 in grant funding to help pay for the Central Arizona Project and Lake Pleasant Parkway Wellfield.

**Summary:**

The City of Peoria Council has approved Capital Improvement Project UT00523 CAP/LPP Intersection Wellfield in the FY2024 budget. This project provides for the project coordination, public involvement, pre-design studies, design, land acquisition, construction, materials testing, construction administration, utility coordination, and all related site work for the construction of five new potable water wells, approximately 9,200 linear feet of new 16-inch waterline, 1,200 linear feet of 24-inch waterline, and 3,100 linear feet of 36-inch waterline in the vicinity of Lake Pleasant Parkway and the CAP Canal.

While drilling new wells is clearly identified as a significant need in the City's Integrated Water Utility Master Plan (IWUMP), declining Colorado River supply conditions and potential impacts to the City's CAP allocation have triggered a need to accelerate the timeline on developing new groundwater wells. These wells are crucial to providing system redundancy in the event of surface water curtailment or outages.

The State of Arizona, thanks to successful lobbying by Mayor Beck, awarded the city of Peoria \$10,000,000 towards this project. That award is distributed in the form of this WIFA grant. The total project cost for FY2023 through FY2026 is \$40,075,000.

**Previous Actions/Background:**

N/A

**Options:**

N/A

**Staff Recommendation:**

Approve the City Manager to enter into the *Intergovernmental Agreement* in substantially similar form as presented.

**Fiscal Analysis:**

Peoria will greatly benefit from WIFA assistance in completing this project.

**ATTACHMENTS:**

WIFA IGA

**Contact Name and Number:**

David Burks, (623) 773-7181



AGREEMENT NUMBER IGA-WPAG-WIFA-092823-05

**INTERGOVERNMENTAL AGREEMENT****BETWEEN****The City of Peoria****AND****The Water Infrastructure Finance Authority of Arizona**

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**THIS INTERGOVERNMENTAL AGREEMENT** (the “**Agreement**”) is made effective as of the date of signature of the last signatory hereto (the “**Effective Date**”), pursuant to the Arizona Revised Statutes (“**A.R.S.**”) §§ 11-951 through 11-954, as amended, by and between the Water Infrastructure Finance Authority of Arizona (the “**Authority**”), a body corporate and politic, the City of Peoria (the “**Recipient**”). The Authority and the Recipient may individually be referred to as “**Party**” or collectively as the “**Parties.**”

**RECITALS**

**WHEREAS**, the Legislature directed the Authority to distribute monies appropriated by Laws 2022, 1<sup>st</sup> Regular Session, Chapter 133 (Senate Bill 1720), Section 96, and

**WHEREAS**, the Parties are authorized under A.R.S. § 11-952, *et. seq.* to enter into this Agreement, and

**WHEREAS**, Laws 2022, 1<sup>st</sup> Regular Session, Chapter 133 (Senate Bill 1720), Section 96 appropriated funding from the State general fund for new water wells and water infrastructure projects (the “**Project**”).

**NOW THEREFORE**, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual promises and covenants below, the Authority and Recipient agree as follows:

**ARTICLE I – Terms and Conditions**

- 1.1. Award. After this Agreement is executed, the Authority shall issue warrants to the Recipient totaling \$10,000,000 (the “**Award**”). The Award shall be distributed in installments on a quarterly basis within thirty (30) days of the Authority’s receipt of the appropriated funds, unless otherwise approved by the Authority in writing. The Authority may disburse the Award by check, electronic means, or other transfer medium. An authorized officer of the Authority shall approve disbursements directly to Recipient and shall provide Recipient with a copy of the approval and the date approved.
- 1.2. Acceptance, Purpose, and Use of Award. The Recipient hereby accepts the Award under the terms and conditions of this Agreement. The Recipient shall complete the Project in accordance with Laws 2022, 1<sup>st</sup> Regular Session, Chapter 313 (Senate Bill 1720), Section 96. Recipient agrees to undertake and complete the Project in a timely manner, and to receive and expend the Award in accordance with this Agreement. Recipient agrees to utilize the Award only for the purpose of implementing the Project.

**Water Conservation Grant Fund**

- 1.3. Term of Agreement. The Agreement's Effective Date is the date of signature of the last signatory hereto. This Agreement remains in effect until completion of the Project, all related deposits are made, and all reporting requirements described in this Agreement have been received by the Authority (the "Term"). Any provisions for maintenance shall be perpetual, unless assumed by another competent entity.
- 1.4. Compliance with Applicable Laws. The Recipient shall perform all activities under this Agreement in accordance with all applicable (whether present or future) laws, ordinances, rules, regulations, requirements and orders of any governmental or administrative authority having or claiming jurisdiction over the Recipient's activities. The Parties further agree to cooperate in all ways reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.
- 1.5. Fund Availability. Any action by the Parties under this Agreement requiring the expenditure of funds is conditioned upon the availability of funds appropriated and allocated for the payment of such obligation. If funds are not appropriated, allocated and available or if the appropriation is changed by the legislature resulting in funds no longer being available for the continuance of this Agreement, this Agreement may be terminated by the Parties at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
- 1.6. Breach. The Parties agree that all conditions set forth herein are material to this Agreement and a breach of any condition is a material breach of this Agreement. The Recipient's use of the Award proceeds for any purpose other than as authorized under the provisions of this Agreement is a material breach of this Agreement.
- 1.7. Good Faith. The Parties will attempt in good faith to resolve all disputes, disagreements, or claims relating to this Agreement.
- 1.8. Repayment. Recipient agrees to repay the Award in whole or in part if the Recipient fails to use the Award for any purpose other than as authorized under the provisions of this Agreement. The Authority shall transfer any funds received under this section to the State of Arizona within thirty (30) days of receipt.

**ARTICLE II – Records & Reports**

- 2.1. Records, Audits and Inspections. Recipient shall maintain satisfactory financial accounts, books, records, documents, and other evidence sufficient to properly reflect the amount, receipt, and expenditure of the Award. The Authority shall have the right of access to records of the Recipient to conduct audits or other inspections. Upon request, the Authority's authorized representatives shall be provided with access and shall have the right to examine all documents, financial records, facilities, and activities related to Recipient's performance of this Agreement and to the receipt and expenditure of the Award. Recipient agrees to rectify issues identified in audits within the Authority prescribed time periods. Failure to comply with the request for audit or inspection, or a lack of documentation and records, is cause for termination of this Agreement or withholding of future disbursements.

**Water Conservation Grant Fund**

- 2.2. Retention. Pursuant to A.R.S. § 35-214 and 35-215, Recipient shall retain all records relating to this Agreement for a period of five years from the date of final payment to Recipient or as required by applicable law, whichever is longer.
- 2.3. Reporting Requirements. Recipient shall be responsible for providing various reports of all activities related to this Agreement both as identified in the Agreement and as requested by the Authority. Recipient shall also provide to the Authority any additional written information requested by the Authority in a timely manner and within reasonable deadlines as shall be set by the Authority. All financial reports required under this Agreement shall be prepared in accordance with generally accepted accounting standards, and shall be in form and substance satisfactory to the Authority. If there is any amount of the Award remaining after the Project is completed, Recipient shall report the remaining balance to the Authority. Failure to provide reports required under this Agreement as required is cause for termination of this Agreement or withholding of future disbursements.
- 2.4. Quarterly Reports. Recipient shall report to the Authority on Recipient's expenditure of the Award and the status of the Project within thirty (30) days of the end of each fiscal quarter following the date of this Agreement until Recipient expends the entire Award or completes the Project, whichever is first. Quarterly Reports shall contain: (1) the amount of Award funds expended; (2) the status of the Project; and (3) any additional information deemed necessary by the Authority.
- 2.5. Final Report. Audit. The Recipient shall submit a written report (the "**Final Report**") to the Authority: (1) certifying that the Project was completed in accordance with Laws 2022, 1<sup>st</sup> Regular Session, Chapter 313 (Senate Bill 1720), Section 96; and (2) containing any additional information deemed necessary by the Authority. The Final Report shall be submitted to the Authority within thirty (30) days of one of the following occurrences: (1) The Award funds have been expended; (2) The Project has been completed; or (3) The Agreement has otherwise been terminated.

**ARTICLE III - Miscellaneous**

- 3.1. This Agreement may be cancelled at any time up to thirty (30) days before the appropriated funds are issued, so long as the cancelling Party provides at least thirty (30) days prior written notice to the other Party. It is understood and agreed that, in the event the Recipient terminates this Agreement, the Authority shall in no way be obligated to complete or maintain the Project.
- 3.2. Recipient shall protect, defend, indemnify, and hold harmless the Authority and its board and committees, the State of Arizona, its elected and appointed officials, its agents, commissions, officers, directors, employees, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, attorney's fees, consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with this Agreement, Recipient's performance hereunder, Recipient's or Recipient's subcontractor's negligence including active or passive, or strict liability including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Recipient, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless of any limitation of coverage by insurance, with the exception of the sole negligence or willful misconduct of the Authority. The provisions of this section shall survive the expiration or termination of this Agreement.
- 3.3. Recipient shall comply with the provisions of State Executive Order 2009-9. In performing this Agreement, Recipient shall not, and shall ensure that any and all contractors, subcontractors,

**Water Conservation Grant Fund**

employees, agents, volunteers, officers, officials, directors, volunteers, and affiliates, also shall not discriminate, harass, or allow harassment against any person on the basis of sex, race, color, ancestry, religious cred, national origin, physical disability, mental disability, medical condition, age, marital status, or any other basis prohibited under law. Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

- 3.4. Recipient shall comply with A.R.S. § 41-4401 and further acknowledges that any contractor or subcontractor who is contracted by Recipient to perform work related to this Agreement shall warrant its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with A.R.S. § 23-214(A). Any breach of this warranty shall be deemed a material breach of this Agreement that is subject to penalties up to and including termination of this Agreement. The Authority retains the legal right to inspect the employment records of any employee of any contractor or subcontractor who performs work related to this Agreement to ensure that the contractor or subcontractor is complying with the warranty in this paragraph and that the contractor agrees to make all employment records of said employee available during normal working hours to facilitate such an inspection.
- 3.5. The substantive laws of Arizona shall govern the interpretation, validity, performance and enforcement of this Agreement. Any suit or action arising under this Agreement shall be commenced in the Superior Court of the State of Arizona in and for the County of Maricopa, Arizona.
- 3.6. This Agreement may be cancelled in accordance with A.R.S. § 38-511.
- 3.7. Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.
- 3.8. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.
- 3.9. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
- 3.10. All notices required or permitted under this agreement, including reports from Recipient, or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered, mailed by registered or certified mail, or emailed to Recipient or the Authority at the following addresses:

**WIFA Project Manager**

Laurie Gehlsen, Grants Coordinator  
Water Infrastructure Finance Authority of Arizona  
100 N 7<sup>th</sup> Ave, Suite 130  
Phoenix, AZ 85007  
Direct: (480) 647-4462  
[LGehlsen@azwifa.gov](mailto:LGehlsen@azwifa.gov)

**Recipient Project Manager**

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Either Party may designate any further or different addresses to which subsequent notices or other communications shall be sent, by notice in writing given to the other Party.

- 3.11. In accordance with A.R.S. § 11-952(D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.
- 3.12. This written Agreement and attachments hereto constitute the entire Agreement between the Parties with respect to the subject matter hereto. It may not be released, discharged, changed or modified, except by an instrument in writing, signed by a duly authorized representative of each of the Parties, except as expressly provided otherwise in this Agreement.
- 3.13. This Agreement has been prepared by the combined efforts of the Parties and is not to be construed against any Party.
- 3.14. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
- 3.15. Each individual executing this Agreement warrants that they are duly authorized to execute and deliver this Agreement.

**ARTICLE IV - Signatures**

The Recipient hereby accepts the Award according to the above terms and conditions. The undersigned certifies that they have authority to enter into and sign a binding Agreement with the Authority on Recipient's behalf.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officers or officials, all as of the date first above written.

|                                                     |
|-----------------------------------------------------|
| Signature                                           |
| Chuck Podolak                                       |
| Printed Name                                        |
| Director,<br>Water Infrastructure Finance Authority |
| Title                                               |
| Date                                                |

|              |
|--------------|
| Signature    |
| Printed Name |
| Title        |
| Date         |

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 6C.

Date Prepared: 10/5/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager

**THROUGH:** Travis Cutright, Deputy City Manager

**FROM:** Gary Bernard, Fire Chief

**SUBJECT:** Intergovernmental Agreement, City of Phoenix, Firefighter Physicals, Phoenix Fire Department Health Center

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**Purpose:**

Discussion and possible action to approve an Intergovernmental Agreement with the City of Phoenix for annual firefighter physicals at the Phoenix Fire Department Health Center.

**Summary:**

The City of Phoenix Fire Department Health Center has been providing annual and pre-employment physicals to members of the Peoria Fire-Medical Department since 1986. The physicals provided by the Phoenix Fire Department Health Center are compliant with all nationally recognized firefighter medical physical standards including; the National Fire Protection Association (NFPA)1500 – Standard on Fire Department Occupational Safety, Health and Wellness Program; and NFPA 1582 – Standard on Comprehensive Occupational Medical Program for Fire Departments. These physicals are provided on a fee for service basis.

The physicals serve as an initial baseline measurement for Recruit Firefighters, while providing a mechanism to track trends in firefighter health over the course of the employee's career.

This Intergovernmental Agreement does not prohibit the City of Peoria from entering into any other agreements for physical examinations or using any other medical facility or physician, but merely formalizes a relationship between the City of Phoenix and the City of Peoria.

**Previous Actions/Background:**

The City of Peoria has entered into multiple Intergovernmental Agreements with the City of Phoenix since 1986 to provide pre-employment and annual physicals to the members of the Peoria Fire-Medical Department. The Intergovernmental Agreement for physicals shall continue for five years. The current budget includes funding for Fire-Medical employee physical examinations.

**Staff Recommendation:**

Approve an Intergovernmental Agreement with the City of Phoenix for annual firefighter physicals at the Phoenix Fire Department Health Center.

**Fiscal Analysis:**

Annual physicals for Fire-Medical Department personnel are funded in the budget through Medical Exams and Services (1000-1260-520004).

**ATTACHMENTS:**

IGA Phoenix Health Center

**Contact Name and Number:**

Gary Bernard, (623)773-7279

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF PHOENIX  
AND  
THE CITY OF PEORIA  
FOR FIREFIGHTER HEALTH SERVICES AT THE PHOENIX FIRE DEPARTMENT  
HEALTH CENTER**

AGREEMENT NO. \_\_\_\_\_  
(City of Phoenix)

This Intergovernmental Agreement (“IGA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2023 (“Effective Date”), by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department (“the City”), and the City of Peoria, an Arizona municipal corporation (“the Customer”). Throughout this Agreement, the City and the Customer individually may be referred to as “Party” and may be referred to collectively as “Parties” to this Agreement.

**RECITALS**

**WHEREAS**, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

**WHEREAS**, the City is authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

**WHEREAS**, agreements for mutual assistance and intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

**WHEREAS**, it is the desire of the municipalities, governmental jurisdictions, agencies and fire districts participating in this Agreement, to work together for mutual benefit of the public, Customer’s community and all of the Customer’s personnel; and,

**WHEREAS**, the Customer desires to participate in the firefighter health services offered at the Phoenix Fire Department Health Center (the “Health Center”); and,

**WHEREAS**, the City has entered into an Agreement with a Medical/Occupational and Wellness Health Services vendor to furnish services and operate the Health Center including, but not limited to, annual firefighter physical examinations; and,



**WHEREAS**, the City desires the participation of the Customer to more effectively provide annual firefighter medical examinations for sworn personnel as required by (i) federal and state law and/or national fire service standards; and (ii) regulations as deemed necessary by the Fire Chiefs of their respective fire departments; and,

**WHEREAS**, Ordinance No. S-\_\_\_\_\_ dated \_\_\_\_\_ authorized the City to enter into an agreement with the City of Peoria for the Health Center to provide services to the City of Peoria firefighters and police officers.

## **AGREEMENT**

**NOW THEREFORE**, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

### **ARTICLE I. PURPOSE**

1. The purpose of this Agreement is to define the delivery of health services that will be provided by the Health Center to the Customer. These services include physical examinations, immunizations, return to work evaluations, and exposure management.
2. The Customer will reimburse the City for all services performed. In addition, the provision of services to other jurisdictions will not negatively impact the City's public safety personnel.

### **ARTICLE II. STATEMENT OF SERVICES**

1. The Customer's personnel may participate in the selected health services and programs, as listed in Exhibit A – IGA Services Menu, provided by the Health Center and any other such employee health and safety programs the Health Center may have to offer. If any other such employee health and safety programs that the Health Center may offer are to be utilized by Customer personnel, all such health and safety programs will only be made available and provided after written contract amendment to this Agreement. Services are to be provided at the Health Center or such other location designated by the City.

### **ARTICLE III. TERM OF THE AGREEMENT**

1. **Term:**  
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years, or until terminated by formal act of the Parties.
2. **Termination:**  
Either party may terminate this Agreement at any time by providing thirty days (30) written notice to the other Party. Either Party at their convenience, by written notice,

may terminate this Agreement. If this Agreement is terminated, the Customer will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511.

#### **ARTICLE IV. GENERAL TERMS AND CONDITIONS**

**1. Governing Law; Forum; Venue:**

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

**2. Implied Contract Terms:**

Each and every provision of law and any clause required by law to be in this Contract shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Contract shall be physically amended to make such insertion or correction.

**3. Entire Agreement; No Waiver; Amendment:**

This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

**4. Confidentiality and Data Security:**

**4.1** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to the Customer in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Customer will not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager, or his/her designee.

**4.2** Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, Customer must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

**4.3** In the event that data collected or obtained by the Customer in connection with this Agreement is believed to have been compromised, Customer will notify the City Privacy Officer immediately. Customer agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

**4.4** Customer agrees that the requirements of this Section will be incorporated into all subcontractor/sub consultant agreements entered into by the Customer. It is further agreed that a violation of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

**4.5** The obligations of Customer under this Section will survive the termination of this Agreement.

**5. Health Insurance Portability and Accountability Act (HIPAA) of 1996:**

The Parties certify that each is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Agreement. The Parties warrant that each will cooperate in the course of performance of the Agreement so that the Parties will be in compliance with HIPAA.

**6. Third-Party Beneficiary Clause:**

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

**7. Fund Appropriation Contingency:**

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the contract item as an expenditure. The Parties cannot

assure that the budget item for funding this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

**8. No Joint Venture:**

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

**9. Assignment and Delegation:**

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

**10. Independent Contractor Status:**

The Parties agree that neither party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. Neither Customer nor any of Customer's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City. Customer, its employees and subcontractors are not entitled to worker's compensation benefits from the City.

**11. Workers' Compensation:**

The Parties agree that it is the responsibility of each Party to ensure that its employees are notified in accordance with the provision of Arizona Workers' Compensation Law, specifically, A.R.S. § 23-1022, or any amendment thereto, and that all such notices, as required by such laws, shall be posted accordingly. That by signing this Agreement and to ensure compliance with the notice posting requirements, each Party grants consent to all other Parties to inspect that Party's respective premises and work places upon request of any of the other Parties. However, nothing in this Agreement should be construed as imposing a duty to inspect another Party's respective premises and work places, and this agreement does not create a joint or employer/employee relationship between a Party and another Party's employees.

**12. Severability:**

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

**13. Compliance with Laws:**

The Customer will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

**14. Drug Free Workplace:**

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**15. Immigration Requirements:**

The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

**16. Legal Worker Requirements:**

The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Customer agrees that:

**16.1** Each subcontractor the Customer uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

**16.2** A breach of warranty will be deemed a material breach of the Agreement and is subject to penalties up to and including termination of the Agreement.

**16.3** Only through an audit with the Customer, will the City retain the legal right to inspect the papers of the Customer or subcontractor employee(s) who work(s) on this Agreement to ensure that the Customer or subcontractor is complying with the warranty.

**17. Disposition of Property:**

Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

## **ARTICLE V. PAYMENTS**

**1. Contracted Rates:**

The current rates for health services and programs are as set forth in Exhibit A – IGA Services Menu.

**2. Invoicing:**

The City will issue invoices, on a thirty (30) day cycle, to the Customer for the selected services and for any other programs and/or services offered to and received by the Customer's personnel pursuant to this Agreement. Infection control services will be billed annually on the last day of the month of December.

**3. Payments:**

The Customer shall make payment to the City for all amounts invoiced at the applicable rates. It is further agreed that a violation of this Paragraph will cause irreparable harm, justifying injunctive relief in a court of law. A violation of this Paragraph may result in immediate termination of this Agreement without notice. The obligations of the Customer under this Paragraph shall survive the termination of this Agreement.

## **ARTICLE VI. INSURANCE AND INDEMNIFICATION**

**1. Insurance:**

The physicians contracted by the City to deliver the services provided by this Agreement shall have medical malpractice and professional liability insurance at limits of no less than one million dollars (\$1,000,000). All insurance coverage and self-insured retention or deductible portions, except workers' compensation insurance and professional liability insurance, if applicable, shall, for claims arising out of the performance of the Agreement, name, to the fullest extent permitted by law, the Parties and their agents, representatives, officers, directors, officials and employees as additional insureds.

**2. Indemnification:**

Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) ("Claims"), but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

Each party must use its best efforts to cause all contractors (each an "Additional Indemnitor") to indemnify, defend, save and hold harmless the other party from and against any and all Claims caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Additional Indemnitor [and persons for whom they are vicariously liable].

Indemnifications Survive. The provisions of this Agreement wherein a Party has explicitly indemnified the other Party shall survive the expiration or earlier termination of this Agreement.

## ARTICLE VII. NOTICES

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

If to City:

Phoenix Fire Department  
150 S. 12<sup>th</sup> Street  
Phoenix, AZ 85034

Attn: Michael J. Duran  
Phoenix Fire Chief  
Telephone: (602) 256-3189  
Fax: (602) 262-4429

If to Contractor:

City of Peoria Fire-Medical  
8401 West Monroe Street  
Peoria, AZ 85345

Attn: Gary Bernard  
Agency Fire Chief  
Telephone: (623) 773-7279  
Fax: (623) 773-7295

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

**IN WITNESS WHEREOF**, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

**CITY OF PHOENIX, a municipal corporation**

Jeffrey Barton, City Manager

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

Michael J. Duran

Fire Chief

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
David Lavelle

Assistant Chief Counsel

**CITY OF PEORIA, a municipal corporation**

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

Gary Bernard

Fire Chief

ATTEST:

\_\_\_\_\_  
City Clerk, City of Peoria

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, City of Peoria



In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by the undersigned who determined that it is in appropriate form and is within the powers and authority of the respective parties.

**CITY OF PHOENIX**

By: \_\_\_\_\_  
David Lavelle  
Assistant Chief Counsel

Date: \_\_\_\_\_, 2023

**CITY OF PEORIA, a municipal corporation**

By: \_\_\_\_\_  
City Attorney, City of Peoria

Date: \_\_\_\_\_, 2023

## **EXHIBIT A**

### **IGA Services Menu**



Phoenix Fire Department  
Health & Wellness Center  
150 S. 12<sup>th</sup> Street  
Phoenix, AZ 85034

## IGA Services Menu (Exhibit A)

### Requesting Agency Name:

(i.e., City of Phoenix Fire Department)

All services listed are available based on Health and Wellness Center scheduling capacity limitations. Our services are offered to outlying agency active fire personnel (sworn and non-sworn) and specialty unit law enforcement personnel that require the use of a Self-Contained Breathing Apparatus (SCBA) as part of their essential job duties.

The Physical Exam is offered as the baseline service for the IGA. Additional services are offered in our services menu at additional costs. The contracting agency requesting the IGA must identify their intentions regarding the additional services by selecting to "Opt In" or "Opt Out" of each service from the menu options below.

|                                                              | Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Each     |
|--------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| P<br>H<br>Y<br>S<br>I<br>C<br>A<br>L<br><br>E<br>X<br>A<br>M | <b><u>PHYSICAL EXAM:</u></b> <ul style="list-style-type: none"> <li>• Patient Health Review Survey</li> <li>• Blood testing and analysis consisting of: Chem 18/HDL/Lipid Panel/CBC/Uric Acid, UA/Micro</li> <li>• Prostate Specific Antigen (PSA) blood test - (Males only, age <b>40</b> and older)</li> <li>• Hepatitis-B Antibodies – FF Recruits/New Patients only</li> <li>• Hepatitis-C Antibodies – FF Recruits/New Patients only</li> <li>• Varicella Titer – FF Recruits only</li> <li>• Hearing Conservation Program - Hearing Test and Evaluation (assessed in an ANSI-approved soundproof audiometric booth)</li> <li>• Visual Acuity Testing &amp; Evaluation</li> <li>• Vital Signs - temperature, pulse, respiratory rate, and blood pressure</li> <li>• Spirometry/Pulmonary Function Test &amp; Evaluation</li> <li>• EKG Stress Test (treadmill) <ul style="list-style-type: none"> <li>○ FF Recruits/New Patients complete a MAX Treadmill test; a Sub-max treadmill test is performed annually thereafter unless otherwise determined by a Health &amp; Wellness Center Clinician. Non-sworn fire personnel complete a resting EKG only.</li> </ul> </li> <li>• Chest X-Ray <ul style="list-style-type: none"> <li>○ FF Recruits/New Patients for baseline and every <b>4</b> years thereafter, unless Health &amp; Wellness Center Clinician determines otherwise.</li> </ul> </li> <li>• Skin fold measurement by calipers, body weight, &amp; height</li> <li>• Immunization history screening and review</li> <li>• Consult with physician or physician assistant to discuss physical examination <ul style="list-style-type: none"> <li>○ Level-A Doctors Written Statement of Respiratory Usage Form Completion</li> <li>○ Tier Medical Assessment Form Completion</li> </ul> </li> </ul> | \$718.00 |
|                                                              | <b><u>ADDITIONAL SERVICES:</u></b><br>Please select to "Opt In" or "Opt Out" for each service menu option below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |          |

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| T<br>I<br>E<br>R<br><br>P<br>R<br>O<br>G<br>R<br>A<br>M       | <b><u>TIER PROGRAM</u></b><br>The Tier 4 Health Assessment is a program that places members in a category or <i>tier</i> based on their annual physical assessment. Historically, we have recommended removing people from active duty if we saw something during their physical that was unhealthy, dangerous, or physically limiting. These <i>not-fit-for-duty</i> members were prescribed rehabilitation methods with the goal of returning them back to active duty as soon as possible. <b><u>This program is rehabilitative, not punitive.</u></b><br><br>“Opting in” to our Tier Program requires that the participating agency cover the costs of Tier follow ups, lab testing, and treadmill testing for their members. Peer Fitness Trainer Support or resources should be made available through the participating agency to assist their employees in wellness improvement. The PFD Health & Wellness Center's role is to identify the employee's Tier status. Management of employee's progress regarding follow-ups and testing, shall be the employer's responsibility. (Tier Program Defined document provided upon request) | <input type="checkbox"/> <b>OPT IN</b><br>TIER<br>Program                 | <input checked="" type="checkbox"/> <b>OPT OUT</b><br>TIER<br>Program |
|                                                               | TIER Follow-Up                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>\$75.00</b>                                                            | <b>\$0.00</b>                                                         |
|                                                               | TIER Follow-Up with Treadmill                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>\$200.00</b>                                                           | <b>\$0.00</b>                                                         |
|                                                               | TIER Lab Draw (Repeat A1c Lab retesting)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$37.00</b>                                                            | <b>\$0.00</b>                                                         |
| I<br>M<br>M<br>U<br>N<br>I<br>Z<br>A<br>T<br>I<br>O<br>N<br>S | <b><u>IMMUNIZATIONS</u></b><br>“Opting in” to the immunization program assures that we will provide vaccinations to your department members. Immunizations will only be administered if it is deemed necessary by Health & Wellness Center Medical Team. Your department will only be billed for the immunizations given to your members. Every effort will be made to provide the most effective immunization series that is medically necessary to protect the member.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> <b>OPT IN</b><br>Immunizations        | <input type="checkbox"/> <b>OPT OUT</b><br>Immunizations              |
|                                                               | <b>Tdap (Tetanus/Diphtheria/Pertussis) 1 shot</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>\$68.25 x 1</b>                                                        | <b>\$0.00</b>                                                         |
|                                                               | <b>Tetanus/Diphtheria 1 shot</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$50.70 x 1</b>                                                        | <b>\$0.00</b>                                                         |
|                                                               | <b>MMR (Measles/Mumps/Rubella) 2 shot series</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$80.60 x 2</b><br>(\$161.20/series)                                   | <b>\$0.00</b>                                                         |
|                                                               | <b>Hepatitis-A (Havrix) 2 shot series</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>\$121.55 x 2</b><br>(\$243.10/series)                                  | <b>\$0.00</b>                                                         |
|                                                               | <b>Hepatitis-B (Engerix) 3 shot series</b><br>(+ blood draw to check antibodies after completed series)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$56.55 x 3</b><br>(\$169.65/series)                                   | <b>\$0.00</b>                                                         |
|                                                               | <b>Twinrix (Hep A and B Combo) 3 shot series</b><br>(+ blood draw to check Hep-B antibodies after completed series)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$147.55 x 3</b><br>(\$442.65/series)                                  | <b>\$0.00</b>                                                         |
| T<br>B<br><br>T<br>E<br>S<br>T<br>I<br>N<br>G                 | <b><u>TB TESTING</u></b><br>By “opting in” for the T-Spot TB blood testing you agree that your department will pay for the Phoenix Fire Department Health & Wellness Center to perform T-Spot TB blood testing for all your new hire firefighter recruits/new patients to establish a baseline and then on any of your members should a TB exposure occur while on duty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <input checked="" type="checkbox"/> <b>OPT IN</b><br>T-Spot TB<br>Testing | <input type="checkbox"/> <b>OPT OUT</b><br>T-Spot TB<br>Testing       |
|                                                               | T-Spot TB Blood Test<br><i>(FF Recruits/New Patients for baseline and then following TB exposure only)</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>\$85.00</b>                                                            | <b>\$0.00</b>                                                         |

|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                |                                                                            |
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| R<br>T<br>W<br><br>E<br>V<br>A<br>L<br>S                                    | <b><u>Return to Work Evaluations</u></b><br>Occasionally, your department may request that an employee be evaluated at the PFD Health & Wellness Center regarding a return-to-work evaluation. These evaluations take place after a release to full duty by employee's treating surgeon or physician for an injury or illness.<br>Costs associated with a return-to-work evaluation may vary depending on what is needed. Below are the base costs. Choosing to "opt in" for this service will allow your members to be seen at the Health & Wellness Center for these types of visits. Your department will only be billed for the services provided at the time of the visit. | <input type="checkbox"/> <b>OPT IN</b><br>Return to Work Evals                                 | <input checked="" type="checkbox"/> <b>OPT OUT</b><br>Return to Work Evals |
|                                                                             | <b>Return to Work Evaluation Assessment</b><br>(Clinician's review of all notes and work release information related to Return-to-Work injury or illness)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>\$100.00</b>                                                                                | <b>\$0.00</b>                                                              |
|                                                                             | <b>Return to Work Physical Exam by Clinician</b><br>(Clinician's physical exam of patient related to Return-to-Work injury or illness)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$100.00</b><br>(minimum)<br><br><b>\$105.00 / hr.</b><br>(after first hour with Clinician) | <b>\$0.00</b>                                                              |
|                                                                             | <b>X-Ray per view if required</b><br>(cost varies based on the location and complexity of the injury)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>\$70.50-200.00</b>                                                                          | <b>\$0.00</b>                                                              |
|                                                                             | <b>Resting EKG</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$67.00</b>                                                                                 | <b>\$0.00</b>                                                              |
|                                                                             | <b>Bloodwork Testing if required</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>Per Test</b>                                                                                | <b>\$0.00</b>                                                              |
| R<br>E<br>C<br>O<br>R<br>D<br>S<br><br>R<br>E<br>Q<br>U<br>E<br>S<br>T<br>S | <b><u>Medical Records Requests</u></b><br><br><u>Individual requests</u> for medical records for personal reasons will be completed at no charge with the receipt of a signed medical records release authorization. Please allow 5-7 business days for completion of request.                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Individual</b>                                                                              | <b>\$0.00</b>                                                              |
|                                                                             | For requests of 25 medical records or less we will provide 1 year of physical exam information (most recent) to include: clinician's notes, all test results, and complete immunization record at no charge. Requests will be filled upon receipt of signed medical records release authorization. Please allow 14 business days for completion of requests.                                                                                                                                                                                                                                                                                                                    | <b>25 or less</b>                                                                              | <b>\$0.00</b>                                                              |
|                                                                             | For requests of more than 25 medical records we will provide 1-3 years of physical exam information, to include: clinician's notes, all test results, and immunization records and a flat rate will be charged. Requests will be filled upon receipt of signed medical records release authorizations. Please allow 30-45 business days for completion of requests.                                                                                                                                                                                                                                                                                                             | <b>25 or more</b>                                                                              | <b>\$1,000.00</b>                                                          |
|                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                | <b>Flat Rate</b>                                                           |

|                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                |                                                                      |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------------------------|
| I<br>N<br>F<br>E<br>C<br>T<br>I<br>O<br>N<br><br>C<br>O<br>N<br>T<br>R<br>O<br>L<br><br>P<br>R<br>O<br>G<br>R<br>A<br>M | <b><u>Infection Control Program and ICO Assistance</u></b><br><br>Please note: Geographically, we are limited on the distance that this service can be provided. Therefore, this option is only available to agencies within the Phoenix Metropolitan area.<br><br>For agencies within the Phoenix Metropolitan area, choosing to “opt in” for the Infection Control Program, we will provide your members with Infection Control Officer assistance based on the following objectives and responsibilities. Pricing details for this service are listed below.<br><br><b>Major Objectives:</b> <ul style="list-style-type: none"> <li>• To ensure quality of care of patients and department members.</li> <li>• To provide a liaison between medical facilities, the medical examiner and the state’s public health office.</li> <li>• To assist your department ensuring compliance with federal, state and local laws and regulations.</li> <li>• To develop and institute a comprehensive program for exposure notification and medical follow-up.</li> <li>• To monitor compliance with department’s infection control practices/procedures.</li> <li>• To update exposure control program to include T.B. control.</li> </ul> <b>PFID Infection Control Officer Responsibilities:</b> <ul style="list-style-type: none"> <li>• Work with administration, risk management and safety on infection control and related compliance issues.</li> <li>• Establish and maintain records on employee exposures, medical follow-up and personnel health.</li> <li>• Will ensure reporting and documentation of exposures, medical follow-up, confidentiality and record keeping.</li> <li>• Work with medical facility representatives to ensure timely exposure notification, testing and reporting.</li> <li>• Will interview and assist exposed department personnel.</li> <li>• Assist in evaluation of new products and equipment relating to infection control – OSHA compliance.</li> <li>• Assist with the development of new infection control policies and procedures for your department.</li> <li>• Work with medical examiner regarding exposures involving deceased persons.</li> </ul> | <input checked="" type="checkbox"/> <b>OPT IN</b><br>Infection Control Program | <input type="checkbox"/> <b>OPT OUT</b><br>Infection Control Program |
|                                                                                                                         | Annual Per Member Fee (active members only)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>\$66.00</b>                                                                 | <b>\$0.00</b>                                                        |
|                                                                                                                         | If participating in the Infection Control program, the fees listed below apply and will only be billed to your department if an exposure occurs and testing or treatment is required. Please note: This contract does not include or cover prophylaxis. Prophylaxis charges received by Phoenix Fire will be recovered via invoice to the participating agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                |                                                                      |
|                                                                                                                         | Exposure Consult with Health & Wellness Center Clinician                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>\$75.00</b>                                                                 | <b>\$0.00</b>                                                        |
|                                                                                                                         | Hepatitis C Antibody (lab draw)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$44.00</b>                                                                 | <b>\$0.00</b>                                                        |
|                                                                                                                         | Hepatitis C Confirmatory (lab draw)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>\$100.00</b>                                                                | <b>\$0.00</b>                                                        |
|                                                                                                                         | HIV Antibody (lab draw)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>\$25.00</b>                                                                 | <b>\$0.00</b>                                                        |
|                                                                                                                         | Hepatitis A Vaccine (Havrix) <b>2 shot series</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b>\$121.55 x 2</b><br>(\$243.10/series)                                       | <b>\$0.00</b>                                                        |
|                                                                                                                         | Tetanus/Diphtheria Vaccine <b>1 shot</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b>\$50.70</b>                                                                 | <b>\$0.00</b>                                                        |
|                                                                                                                         | Tdap Vaccine (Tetanus/Diphtheria/Pertussis) <b>1 shot</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>\$68.25</b>                                                                 | <b>\$0.00</b>                                                        |
| Activation of Post Exposure Prophylaxis (PEP) Line<br>(pricing may vary depending on service provided by PEP Clinician) | <b>\$250.00</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>\$0.00</b>                                                                  |                                                                      |

**Physical Exam Scheduling:**

We will provide all participating agencies with the appropriate number of designated appointment dates and time slots for your member's physical exams (firefighter recruits, new patients, and annual physicals). Once the dates and times have been provided, it will be up to your department's liaison to provide our scheduler with the individual names of the members that will be occupying the time slots. For firefighter recruits and new patients, the Patient Health Review packet will need to be completed as a "new" patient and received at the PFD Health & Wellness Center at least 5 business days prior to the appointment date to create an Electronic Health Record, medical chart, and prepare the appropriate paperwork that will be needed at the time of the visit. Not providing the requested packet in the requested time frame, may result in the release of the scheduled physical exam appointment.

**Firefighter Recruit Physical Exam Scheduling:**

Our annual physical schedule is completed 60-90 days in advance. Every effort will be made to accommodate firefighter recruit physical requests when ample notice is given to the Health & Wellness Center. Short notice requests for firefighter recruit physical spots will be considered, but accommodations are not guaranteed.

All other appointment types (i.e., Exposure Consults & Return to Work Evaluations) will be scheduled on an individual basis.

**Bloodwork/Lab Draws:****FF Recruits/New Patients:**

All bloodwork required for firefighter recruits or new patient physical exams shall be drawn at the PFD Health and Wellness Center located at 150 S. 12<sup>th</sup> St., Phoenix, AZ. This is a fasting lab draw. No food eight (8) hours prior to lab draw, only black coffee and water are permissible during the eight (8) hour fasting period. The fasting lab draw should be completed 3-5 business days prior to the scheduled physical exam. The Patient Health Review Packet information must be provided to the Health & Wellness Center prior to lab work being drawn. An Electronic Health Record must be established in advance to link the lab work to the patient record.

**Annual Physical Bloodwork/Lab Draws:**

Once the initial (pre-hire or new patient) lab draw is completed at the Health & Wellness Center, contracting agencies may continue to utilize the Health & Wellness Center for all annual physical lab work, or they may have lab work done at a lab location through the contracted lab vendor with the Phoenix Fire Department Health & Wellness Center. No internal blood draws within your department will be permitted, unless facilitated with Phoenix Fire Health & Wellness Center staff. All participating agencies shall work with the PFD Health & Wellness Center staff to coordinate the bloodwork required for your department, confirm contracted lab vendor and locations, and ensure the correct lab slips are provided to the lab at the time of the blood draws. The Phoenix Fire Department's contract agreement with our laboratory services vendor does not include "on site" phlebotomy services for wellness fairs or events held at individual fire departments. Services rendered for "on site" phlebotomy will need to be arranged with the lab separately and all "on site" phlebotomy service charges will be the responsibility of the fire department requesting these services.

**Cancellations, No Shows, and Unused Reserved Appointments:**

Life is busy, and we understand that unforeseen circumstances can take place preventing members from making their scheduled appointments. We would appreciate a minimum 24-hour notice for cancellations. We will work with your department's liaison, or with the individual, to reschedule an appointment due to unavoidable circumstances. However, a no show with no call to notify our department, or reserved appointment slots that are unused, may result in a charge to your department. We want to be respectful of your time and would ask for the same courtesy in return.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 7C.

Date Prepared: 10/5/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager

**THROUGH:** Mike Faust, Deputy City Manager

**FROM:** Jennifer Stein, Economic Development Director

**SUBJECT:** Property Acquisition, 8866 West Thunderbird Road, APN 200-61-018K

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**Purpose:**

Discussion and possible action to: (a) authorize the acquisition of a 2,324 square foot commercial building located on city-owned property at 8866 West Thunderbird Road - APN 200-61-018K; and (b) approve a budget adjustment in the amount of \$275,000 from the General Fund Contingency account to 1000-0352-540000.

**Summary:**

The city seeks to acquire this commercial building as result of a default on a ground lease agreement with the lessee. This asset located on the property of Rio Vista Park will be put into the Parks and Recreation system to be used for city programming. The city has engaged in negotiations for the acquisition of the 2,324 SF building. The appraised value of the building is \$270,000. City staff will continue negotiations with the property owner to extend an offer to purchase the building for appraised value, plus customary closing costs of \$5,000, for a total purchase price of \$275,000.

**Previous Actions/Background:**

- September 25, 2023 – City completed appraisal.

**Staff Recommendation:**

Staff recommends that the Mayor and City Council authorize the transfer of funds from General Fund Contingency to acquire the building described.

**Fiscal Analysis:**

The cost associated with the building acquisition totals \$270,000, plus customary closing costs, based on a recent appraisal. If approved, acquisition will total \$275,000 from General Fund Contingency.

To support this acquisition at a total cost of \$275,000, staff requests a budget adjustment from



General Fund Contingency account 1000-0300-570000 to the Economic Development account 1000-0352-540000.

**Contact Name and Number:**

Jennifer Stein, (623) 773-7338

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 8C.

Date Prepared: 10/4/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager

**THROUGH:** Mike Faust, Deputy City Manager

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

**SUBJECT:** Temporary Occupancy Permit, BNSF Railway Company, Grand Avenue between 83rd Avenue and 88th Avenue

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**Purpose:**

Discussion and possible action to approve a Temporary Occupancy Permit with the BNSF Railway Company for construction of improvements associated with the City's Grand Avenue Wrought Iron Fence Capital Improvement Program project, in accordance with budget authority previously approved by Council.

**Summary:**

The City's FY2024-FY2033 Capital Improvement Program (CIP) includes funding for the construction of improvements to enhance the existing barrier fence and landscaping located along the north side of Grand Avenue between 83rd Avenue and 88th Avenue.

In 2013, the City installed a wrought iron fence and landscaping along Grand Avenue and the BNSF railroad between 83rd Avenue and 88th Avenue. The purpose was to improve the aesthetics along Grand Avenue as well as to provide a barrier to prevent student and other pedestrian crossings at this location. Unfortunately, while successful in discouraging many, crossings at this location have continued with pedestrians being observed crawling under or climbing over the fence.

Due to safety concerns, the City developed this CIP project to enhance the existing barrier fence and landscaping. The work will be conducted along the north side of Grand Avenue and the BNSF railroad right-of-way extending from 83rd Avenue to approximately 88th Avenue. The project will install approximately 4,000 linear feet of concrete barrier underneath the fence to prevent crossing under it and the addition of barrier landscaping improvements to prevent climbing over or damaging the fence.

In order to complete this work, a Temporary Occupancy Permit with BNSF Railroad is required. The permit allows the City's contractor to access the railroad's right-of-way and grants access to the area subject to specific provisions primarily related to safety and railroad security. The permit is valid for a period of six months from the date of full execution. Some of the terms of the Temporary Occupancy Permit are as follows:

- BNSF has been involved with and encouraging this project to enhance student safety and as such, BNSF will waive permitting fees, resulting in a significant cost savings for the project.
- Because the project was designed for all work to occur on the Grand Avenue side of the existing wrought iron fence, BNSF will not require the use of BNSF flaggers or inspectors, resulting in a significant cost savings for the project.
- Use of the BNSF right-of-way is for the construction of improvements related to the City's Grand Avenue Wrought Iron Fence CIP project only.
- The City will procure additional railroad liability insurance currently estimated at \$3,175.
- The City will maintain a copy of the Temporary Occupancy Permit on-site at all times during construction.
- All workers and other personnel entering the site during construction will complete BNSF contractor's Safety Orientation program. The Licensee must ensure that every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises.

Construction is anticipated to be completed by spring 2024.

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

On January 3, 2012, City Council approved an Intergovernmental Agreement with Arizona Department of Transportation to install and maintain the steel post fencing and landscaping along Grand Avenue between 83rd Avenue and 88th Avenue.

#### **Staff Recommendation:**

Staff recommends approval of a Temporary Occupancy Permit with the BNSF Railway Company for construction of improvements associated with the City's Grand Avenue Wrought Iron Fence Capital Improvement Program project, in accordance with budget authority previously approved by Council.

#### **Fiscal Analysis:**

There is no cost for the Temporary Occupancy Permit. BNSF Railway Company does require the City to purchase Railroad Protective Liability Insurance estimated at \$3,175. Funding for this is available in the CIP budget for the Grand Avenue Wrought Iron Fence project (EN00728).

#### **ATTACHMENTS:**

Temporary Occupancy Permit  
Vicinity Map  
Location Map

**Contact Name and Number:**

Adina C. Lund, PE, (623) 773-7249

## TEMPORARY OCCUPANCY PERMIT

THIS TEMPORARY OCCUPANCY PERMIT ("**License**"), is made to be effective \_\_\_\_\_, 20 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF PEORIA, ARIZONA**, a municipal corporation ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### **GENERAL**

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to temporarily occupy, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), for the purposes specified in **Section 4** below, Licensor's rail corridor at or near Peoria, County of Maricopa, State of Arizona, Line Segment 7208, Mile Post 178.95 to 179.70 as shown on the attached Drawing No. 88159, dated June 27, 2023, attached hereto as **Exhibit "A"**, and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of six (6) months, subject to prior termination as hereinafter described (the "Term").
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries, or lien holders, if any, or interfere with the use of such improvements.
4. Use. Licensee shall use Premises exclusively as a site for construction of the concrete cutoff wall under existing fence and barrier landscaping to assist in preventing students from crossing BNSF railroad tracks to get to school. The concrete cut-off wall/curb and landscaping will be located on the Premises within an existing easement to ADOT for that purpose. The City of Peoria has an Intergovernmental Agreement with ADOT for maintenance of the fence and landscaping within that easement.

The concrete cut-off wall/curb will be constructed below the existing fence panels and flush with the existing ground. The fence panels will remain in place during excavation and concrete placement. The fence post foundations and the pilasters will be protected in place during construction.

According to the Licensee, the equipment to be used to install the concrete cut-off wall/curb will access the project from the Grand Avenue side of the fence (south side). The equipment to be used includes a vacuum truck to excavate the dirt (soft dig), gannon tractor, and a water truck. The Licensee will have one worker on the north side of the fence with a shovel to restore the grade and decomposed granite. Licensee shall not use the Premises for any other purpose.

5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### **COMPENSATION**

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of Zero and No/100 Dollars (\$0) as compensation for the use of the Premises.
7. Costs and Expenses.
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

- 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2½%), or (ii) the maximum rate permitted by law.

#### **LICENSOR'S RESERVED RIGHTS**

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify, and relocate any utility, power or communication pipe/lines/cables and appurtenances and other facilities or structures of like character upon, over, under, or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify, and relocate any tracks or additional facilities, structures, and related appurtenances upon, over, under, or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

#### **LICENSEE'S OPERATIONS**

10. Use of the Premises.
- 10.1 Licensee shall notify Licensor's Roadmaster, Justin Satterlund at Justin.Satterlund@bnsf.com, telephone (602) 382-5803, at least ten (10) business days prior to entering the Premises. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 10.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
  - 10.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
  - 10.4 Any contractors or subcontractors performing work on the Premises, or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

- 10.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations, or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools, or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.

## **LIABILITY AND INSURANCE**

### **11. Liability and Indemnification.**

- 11.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal, and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 11.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 11.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 11.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 11.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 11.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 11.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 11.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER**

**OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**

- 11.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 11.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 11.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
12. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
13. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the Term of this License the following insurance coverage:
- 13.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:



- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 13.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- Bodily injury and property damage.
- Any and all vehicles owned, used, or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

- 13.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

- 13.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the concrete cutoff wall under existing fence and barrier landscaping. If further maintenance of the concrete cutoff wall under existing fence and barrier landscaping is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property

in any named insured's care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensors Blanket Railroad Protective Liability

Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$14,432.50.

- ☐ I **elect** to participate in Licensors Blanket Policy;
- ☐ I **elect not** to participate in Licensors Blanket Policy.

13.5 Intentionally Deleted.

13.6 Other Requirements:

- 13.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- 13.6.2 Licensee agrees to waive its right of recovery against Licensors for all claims and suits against Licensors. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensors for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers must also waive their right of subrogation against Licensors for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.
- 13.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensors. If granted by Licensors, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensors liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 13.6.4 Prior to entering the Premises, Licensee shall furnish to Licensors an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensors in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensors arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 13.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensors or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 13.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 13.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

- 13.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 13.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 13.6.10 Failure to provide evidence as required by this **Section 13** shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 13.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.
- 13.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.
- 13.6.13 For purposes of this **Section 13**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns, and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

### **14. Compliance with Laws, Rules, and Regulations.**

- 14.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to Licensee's use of the Premises.
- 14.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents, or invitees entering upon the Premises completes the safety orientation program at the website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one (1) year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents, and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

### **15. Environmental.**

- 15.1 Licensee shall strictly comply with all federal, state, and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer

or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 15.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the on Licensors property. Licensee agrees periodically to furnish Licensors with proof, satisfactory to Licensors that Licensee is in compliance with the provisions of this **Section 15.2**.
- 15.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to, or otherwise cure such release or violation.
- 15.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the premises which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 15.5 Licensee shall promptly report to Licensors in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property, or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.

#### **DISCALIMER OF WARRANTIES**

16. No Warranties.

- 16.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 16.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION, OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PREMISES WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS, AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS, AND LIENS OF ANY THIRD PARTY.**

17. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
18. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

#### **DEFAULT, TERMINATION, AND SURRENDER**

19. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 13**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 19.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 21** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 13**.
  - 19.2 Should Licensee not comply fully with the obligations of **Section 15** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
  - 19.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 19** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
  - 19.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
20. Surrender of the Premises.
- 20.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
    - 20.1.1 remove all of its equipment from the Premises;
    - 20.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

- 20.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 20.1.4 leave the Premises in the condition which existed as of the Effective Date of this License.
- 20.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 20.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 20.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Premises and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the personal property and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the construction of concrete cutoff wall under existing fence and barrier landscaping and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the personal property and the other Improvements to Licensors.

## **MISCELLANEOUS**

21. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
21. **Assignment.**
- 21.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 21** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 21.2 For purposes of this **Section 21**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger, or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger, or consolidation own, directly or indirectly, at least fifty percent (50%) of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting

from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.

- 21.3 Notwithstanding the provisions of **Section 21.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 13** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors, and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind, or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 21.4 The provisions of this **Section 21** shall survive the expiration or earlier termination of this License.
22. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.
- |                 |                                                                                                                   |
|-----------------|-------------------------------------------------------------------------------------------------------------------|
| If to Licensor: | Jones Lang LaSalle Brokerage, Inc.<br>2650 Lou Menk Drive, MOB2<br>Fort Worth, TX 76131<br>Attn: Permits/Licenses |
| with a copy to: | BNSF Railway Company<br>2650 Lou Menk Dr.<br>Fort Worth, TX 76131<br>Attn: Senior Manager Real Estate             |
| If to Licensee: | City of Peoria, Arizona<br>9875 N. 85th Avenue<br>Peoria, AZ 85345<br>Attn: _____                                 |
| with a copy to: | City of Peoria, Arizona<br>City Attorney's Office<br>8401 W. Monroe Street<br>Peoria, AZ 85345                    |
23. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions, or events happening prior to the date of termination or expiration, or, if later, the date when the Premises are restored to its condition as of the Effective Date.
24. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

25. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
26. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
27. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.
28. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
29. Waiver. The waiver by Licensors of the breach of any provision herein by Licensee shall in no way impair the right of Licensors to enforce that provision for any subsequent breach thereof.
30. Interpretation.
- 30.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs, and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 30.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
32. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
33. Licensors' Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**



This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF Railway Company**, a Delaware corporation

**By:** Jones Lang LaSalle Brokerage, Inc.  
2650 Lou Menk Drive, MOB2  
Fort Worth, TX 76131

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

**Name:** Patricia Villegas

**Title:** Vice President, Permits

**Date:** \_\_\_\_\_

**LICENSEE:**

**City of Peoria, Arizona**, a municipal corporation

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

Henry Darwin, City Manager

**ATTEST:**

\_\_\_\_\_  
Agnes Goodwine, Acting City Clerk

**APPROVED AS TO FORM:**

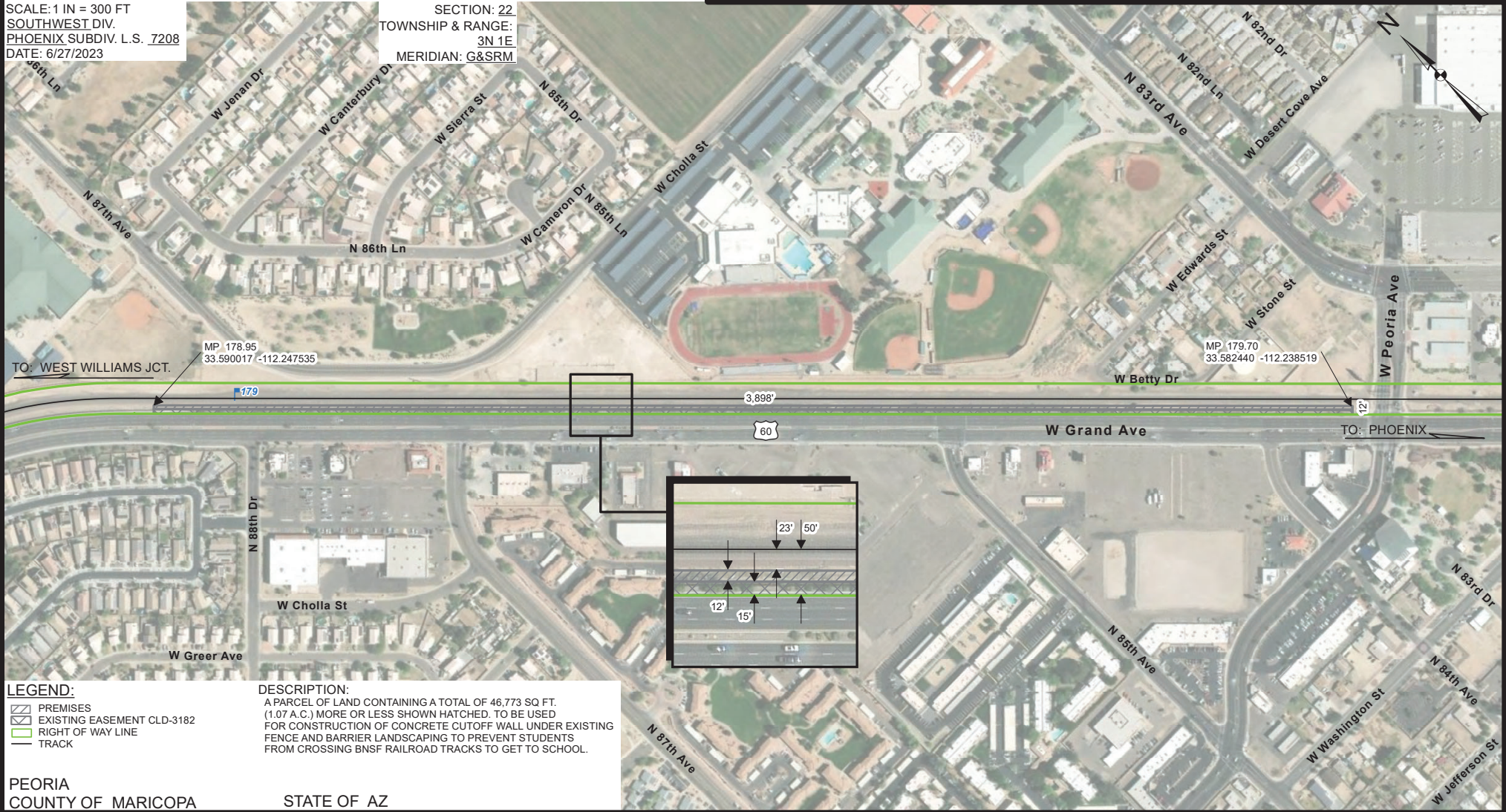
\_\_\_\_\_  
Emily Jurmu, City Attorney

EXHIBIT "A"

SCALE: 1 IN = 300 FT  
SOUTHWEST DIV.  
PHOENIX SUBDIV. L.S. 7208  
DATE: 6/27/2023

SECTION: 22  
TOWNSHIP & RANGE:  
3N 1E  
MERIDIAN: G&SRM

TRIM LINE

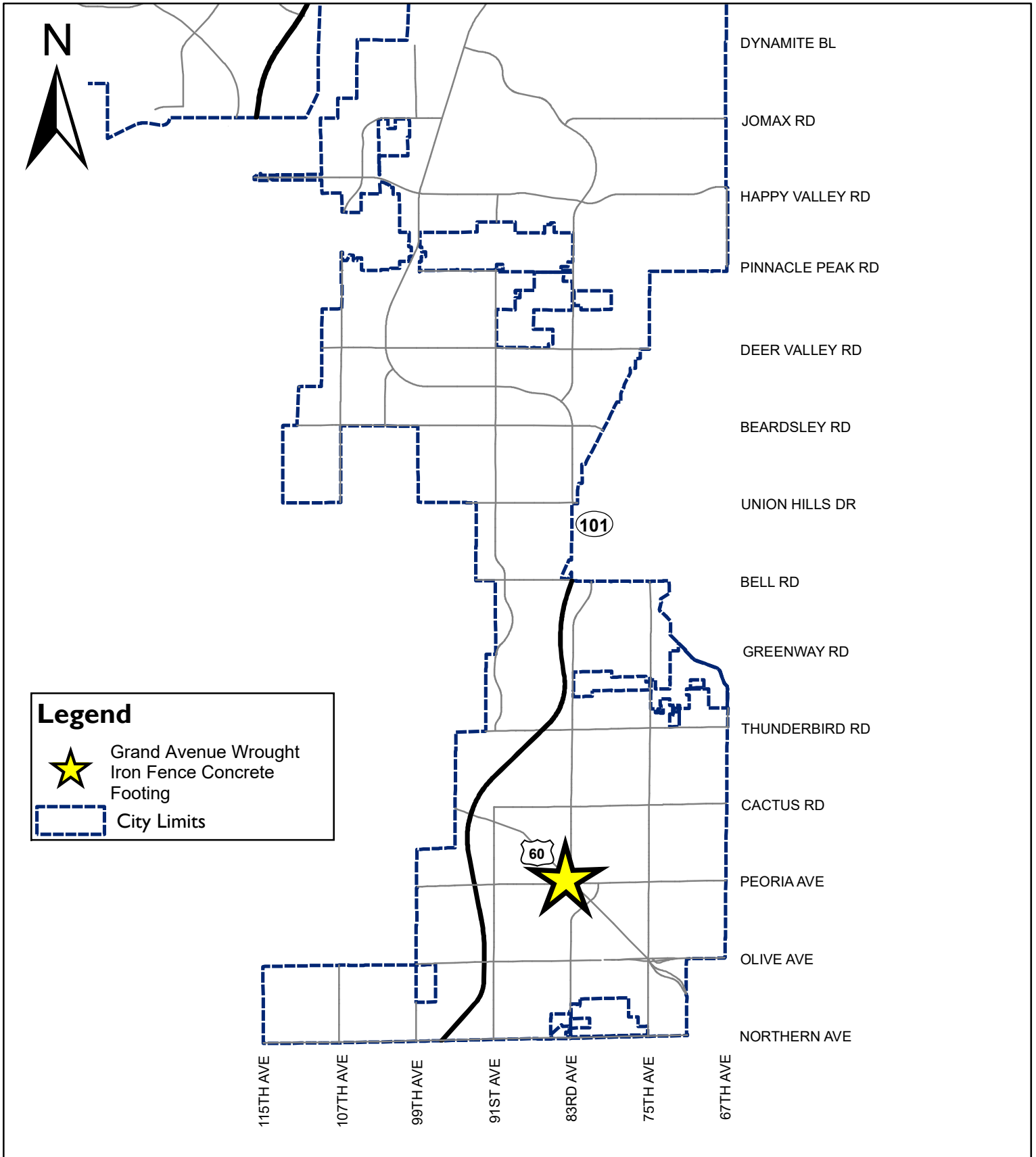




**DEVELOPMENT  
&  
ENGINEERING**

Grand Avenue Wrought Iron  
Fence Concrete Footing  
EN00728

**Vicinity Map**







**DEVELOPMENT  
&  
ENGINEERING**

Grand Avenue Wrought Iron  
Fence Concrete Footing  
EN00728

## Location Map



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 9C.

Date Prepared: 10/4/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager

**THROUGH:** Mike Faust, Deputy City Manager

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

**SUBJECT:** Maintenance Improvement District No. 1274, Mystic A-4, Forest Pleasant Place and El Mirage Road

---

**Purpose:**

Discussion and possible action to approve the Petition for Formation, adopt **RES. 2023-107** Intention and ordering the formation of proposed Maintenance Improvement District No. 1274, Mystic A-4, located at Forest Pleasant Place and El Mirage Road; and adopt **RES. 2023-108** ordering the improvements within the proposed Maintenance Improvement District and declaring an emergency.

**Summary:**

The purpose of the Maintenance Improvement District is for the operations, maintenance, repair and improvements to landscaping adjacent to designated public roadways and parkways within the proposed district, as well as drainage and retention within each proposed district. Until such time as the Homeowner's Association fails, and the Council directs City staff to assume maintenance responsibility, a line item of \$0.00 will display on the homeowners' property tax bills.

Pursuant to the provision of A.R.S. 48-574, et. seq., the Mayor and Council are empowered to adopt a Resolution ordering the formation of a Maintenance Improvement District. A Petition and Resolution of Intention are attached for formation of City of Peoria Maintenance Improvement District No. 1274, Mystic A-4, located at Forest Pleasant Place and El Mirage Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then adopt a Resolution ordering the improvements when necessary once the Resolution of Intention is first adopted. The Resolution Ordering the improvements finalizes the formation of the Maintenance Improvement District process.

Under Arizona State law, commencing in October 2024, the residents will have a line item of \$0.00 on their property tax bill for maintenance of the landscape, irrigation and drainage improvements, located adjacent to and within the public rights-of-way and tracts until such time the Homeowner's Association fails. In accordance with state statute, an assessment diagram and map, listing each parcel of property within the district has been prepared.



**Previous Actions/Background:**

The final plat for Mystic A-4 was approved by the City on August 15, 2023 and recorded with the County.

**Staff Recommendation:**

Staff recommends the approval of the Petition for Formation, adopt the Resolution of Intention, and Resolution Ordering the Improvements for a proposed Maintenance Improvement District No. 1274, Mystic A-4, located at Forest Pleasant Place and El Mirage Road as well as authorize the City Clerk to record the Maintenance Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and landscape/irrigation plans must be approved by the City of Peoria (City) prior to recordation of the Maintenance Improvement District;
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Maintenance Improvement District; and
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

**Fiscal Analysis:**

There is no direct fiscal impact to the City to approve the Maintenance Improvement District. However, the City would incur the additional charges associated with the maintenance responsibilities should the taxing district not be approved and recorded, and the Homeowner's Association fails.

**ATTACHMENTS:**

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention to Create

Exhibit 3: Proposed Resolution Declaring Intention to Order

**Contact Name and Number:**

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

**PETITION, WAIVER AND CONSENT TO FORMATION  
OF A MUNICIPAL IMPROVEMENT DISTRICT  
BY THE CITY OF PEORIA**

[ 1274 ]

**MID#**

[ MYSTIC A-4 ]

**Subdivision Name**

To: Honorable Mayor and Council  
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Sections 48-574 and 48-575, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agrees to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A" that is attached hereto and incorporated herein by reference. The proposed district consists of 30.94 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated public roadways and parkways within the proposed district and drainage and retention within each proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is for the operation, maintenance, repair and improvements for landscape maintenance adjacent to designated streets and parkways within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
  - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work; and
  - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the  
\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                      |                                                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|---------------------------------------------------------------------|
| <p>LAKE PLEASANT (PHOENIX) ASLI VIII, LLC<br/>By: Avanti Strategic Land Investors VIII, L.L.L.P.<br/>By: APG ASLI VIII GP, LLC<br/>By: Avanti Properties Group III, L.L.L.P.<br/>By: APG III GP, LLC<br/>By: Avanti Management Corporation<br/>Print Property Owner Name<br/><u>Andrew Dubill/Executive Vice President</u><br/>Print Name/Title<br/><u>923 N. Pennsylvania Ave., Winter Park, FL 32789</u><br/>Address<br/>_____<br/>Signature _____</p> | <p>Date:<br/><br/><u>6/29/23</u></p> | <p>Property (Tax Parcel<br/>Numbers)<br/><br/><u>503-97-968</u></p> |
| <p>LAKE PLEASANT (PHOENIX) ASLI VIII, LLC<br/>By: Avanti Strategic Land Investors VIII, L.L.L.P.<br/>By: APG ASLI VIII GP, LLC<br/>By: Avanti Properties Group III, L.L.L.P.<br/>By: APG III GP, LLC<br/>By: Avanti Management Corporation<br/>Print Property Owner Name<br/><u>Andrew Dubill/Executive Vice President</u><br/>Print Name/Title<br/><u>923 N. Pennsylvania Ave., Winter Park, FL 32789</u><br/>Address<br/>_____<br/>Signature _____</p> | <p>Date:<br/><br/><u>6/29/23</u></p> | <p>Property (Tax Parcel<br/>Numbers)<br/><br/><u>503-97-975</u></p> |

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an  
ARIZONA MUNICIPAL CORPORATION

ATTEST:

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

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

APPROVED AS TO FORM:

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



RESOLUTION NO. 2023-107

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PEORIA, ARIZONA, DECLARING ITS INTENTION TO CREATE AN IMPROVEMENT DISTRICT TO MAINTAIN LANDSCAPING INCLUDED WITHIN, NEAR AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, FOR MAINTENANCE WITHIN AN AREA IN THE CITY OF PEORIA AS DESCRIBED HEREIN; ADOPTING PLANS FOR CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1274, MYSTIC A-4, AS MORE PARTICULARLY DESCRIBED HEREIN, AND DECLARING THE WORK OR IMPROVEMENT TO BE OF MORE THAN LOCAL OR ORDINARY PUBLIC BENEFIT, AND THAT THE COST OF SAID WORK OR IMPROVEMENT SHALL BE ASSESSED UPON A CERTAIN DISTRICT, AND PROVIDING THAT THE PROPOSED WORK OR IMPROVEMENT SHALL BE PERFORMED UNDER ARIZONA REVISED STATUTES TITLE 48, CHAPTER 4, ARTICLE 2, AND AMENDMENTS THERETO AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the Maintenance of the landscaping included within, near and adjacent to a parkway and related facilities in the District to be of more than local or ordinary public benefit, and further that the cost of said maintenance shall be assessed on a certain District; and

WHEREAS, the Mayor and Council of the City of Peoria, Arizona, declare that the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities in the District is incidental to the maintenance and preservation of the parkway and related facilities, has aesthetic value, and maintains and increases the value of property within the District; and

WHEREAS, the City Council declares that the maintenance of landscaping included within and adjacent to a parkway and related facilities preserves and promotes the health, safety, and welfare of those citizens of the City of Peoria living within the District as well as preservation of the streets and parkways which may be adversely impacted by drainage and other water formations; and

WHEREAS, the City of Peoria declares that the maintenance of a landscaped buffer between a parkway and the adjacent developments reduces the visual and other impact of light, air and noise pollution and tends to increase personal and vehicular safety on the parkway and decreases the likelihood vehicular accidents will harm adjacent developments in furtherance of the health, safety and welfare of those citizens of the City living within the District; and

WHEREAS, the City Council declares that maintenance of landscaped drainage and other water control facilities and features within, near or adjacent to a parkway and related facilities tends to preserve the structural integrity of the parkway and mitigates flooding of adjacent areas and the structural integrity of the parkway and mitigates flooding of adjacent areas and the parkway by draining water to and from the parkway in furtherance of the health, safety and welfare of those citizens of the City of Peoria living within the District:

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA AS FOLLOWS:

**Section 1. Definitions.**

In this Resolution, the following terms shall have the following meanings:

"Assessment Diagrams" shall mean those duplicate diagrams of the property contained in the Assessment District is to be filed with the Clerk and approved by the Mayor and Council.

"Assessment District" shall mean the lots, pieces or parcels of land lying within the boundaries described on Exhibit B attached hereto and as shown on the map on file with the City Engineer.

"City" shall mean the City of Peoria, Arizona.

"City Council" or "Council" shall mean the Mayor and Council of the City.

"Clerk" shall mean the City Clerk.

"Engineer" shall mean City Engineer.

"Lots" shall mean all lots, pieces or parcels of land lying within the Assessment District.

"Parkways" shall mean those streets and rights-of-way which are designated in Exhibit B as "Parkways," and specifically those portions of Pedestrian Facilities, Parks, Retention, Detention and Storm Water Management Facilities included within or adjacent to the Assessment District.

"Plans and Specifications" shall mean the engineer's estimate for the Maintenance Improvement District No. 1274 filed with the Clerk prior to the adoption of this Resolution.

"Superintendent of Streets" shall mean the City Engineer.

**Section 2. Declaration of Intention to Order an Improvement.**

The public interest or convenience requires, and it is the intention of the Mayor and Council of the City of Peoria, Arizona, to order the following work, hereinafter "Work," to be performed, to wit:

The maintenance of all landscaping, including replacement of landscape materials, in the area generally described as follows:

SEE EXHIBIT "A", LEGAL DESCRIPTION OF CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1274

The Mayor and Council of the City of Peoria, Arizona designate as parkways, those areas set forth on Exhibit "B" Assessment Diagram in accordance with Title 48, Chapter 4, Article 2, Arizona Revised Statutes. The public interest and convenience require, and it is the intention of the City Council to order the Work adjacent to the designated parkways to be performed as stated herein. All items of the Work shall be performed as prescribed by the Plans and Specifications hereby approved and adopted by the Council and on file in the Office of the City Engineer and no assessment for any lot shall exceed its proportion of the Estimate. The estimate of the cost and expenses of the work or improvements on file in the offices of the Superintendent of Streets and the Clerk of the City are hereby approved and adopted by the Mayor and Council of the City. In addition to the requirements of law, the procedures set forth in the City Code will be followed regarding acceptance of bids and setting tax levies. For purposes of this Resolution and of all resolutions, ordinances and notices pertaining to this Resolution, the improvement as herein described is hereby designated City of Peoria Maintenance Improvement District No. 1274.

**Section 3. Determination of Need.**

In the opinion of the City Council, the Work is of more than local or ordinary public benefit. The City Council hereby orders that all amounts due or to become due with respect to the Work shall be chargeable upon the respective lots, pieces and parcels of land within the Assessment District.

**Section 4. Preparation of Assessment Diagrams.**

The City Engineer is hereby authorized and directed to prepare duplicate diagrams (Assessment Diagrams) of the property contained within the Assessment District. The diagrams shall show each separate lot, numbered consecutively, the approximate area in square feet of each lot, and the location of the lot in relation to the work proposed to be done.

**Section 5. Exclusion of Certain Property.**

Any public street or alley within the boundaries of the Assessment District is hereby omitted from the assessment hereafter to be made. Any lot belonging to the United States, the State, a county, city, school district or any political subdivision or institution of the State or county, which is included within the Assessment District shall be omitted from the assessment hereafter made.

**Section 6. Officers Not Liable.**

In no event will the City of Peoria or any officer thereof be liable for any portion of the cost of said Improvement District nor for any delinquency of persons or property assessed.

**Section 7. Annual Statement.**

The City Council shall make annual statements and estimates of the expenses of the District which shall be provided for by the levy and collection of ad valorem taxes upon the assessed value of all real and personal property in the District as provided in A.R.S. § 48-574 and amendments thereto.

**Section 8. Statutory Authority.**

The Work and all proceedings pertaining thereto shall be performed under the provisions of Title 48, Article 2, specifically Section 48-574, and all amendments thereto and pursuant to Article I, Section 3, (8) of the Peoria City Charter.

**Section 9. Delegation of Authority.**

The City Engineer is hereby authorized to fill in any blanks and to make any minor corrections necessary to complete the Plans and Specifications and the Contract Documents.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 17<sup>th</sup> day of October, 2023.

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

\_\_\_\_\_  
Jason Beck, Mayor

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

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

Effective Date: \_\_\_\_\_

### CERTIFICATION OF CITY ENGINEER

I hereby certify that I have read the description set out under the definition "Assessment District" and approve the same. I further certify that I have read the description set out under the definition "Work" and approve the same.

\_\_\_\_\_  
Adina Lund, Engineering Director

### CERTIFICATION OF CITY CLERK

I hereby certify that the above and foregoing Resolution No. 2023-107 duly passed by the Mayor and Council of the City of Peoria, Arizona at a regular meeting held on October 17, 2023 and that a quorum was present there and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays. \_\_\_\_\_ were no vote or absent.

\_\_\_\_\_  
City Clerk, City of Peoria

**A4 – GROSS BOUNDARY  
LEGAL DESCRIPTION**

PARCELS A4 AND A4-1 OF THE "REPLAT FOR PARCELS E, F & G AS ORIGINALLY RECORDED IN THE MASTER PLAT OF "MYSTIC AT LAKE PLEASANT HEIGHTS", BK 1458, PG 50 RECORDS OF MARICOPA COUNTY" RECORDED IN BOOK 1625, PAGE 48, MARICOPA COUNTY RECORDS, LOCATED IN SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED SECTION 14, 13, 23 & 24, "1922" ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, FROM WHICH A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED, SECTION 13-24, LS NUMBER 21782, "1922" ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 5 NORTH RANGE 1 WEST, THEREOF BEARS SOUTH 89°38'17" EAST A DISTANCE OF 2637.13 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 13, SOUTH 89°38'17" EAST DISTANCE OF 981.62 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 13, NORTH 00°22'23" EAST A DISTANCE OF 1322.77 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 00°22'23" EAST A DISTANCE OF 147.01 FEET;

THENCE, NORTH 10°24'34" WEST A DISTANCE OF 46.41 FEET;

THENCE, NORTH 34°28'47" WEST A DISTANCE OF 74.01 FEET;

THENCE, NORTH 02°51'52" EAST A DISTANCE OF 71.86 FEET;

THENCE, NORTH 36°41'37" EAST A DISTANCE OF 70.12 FEET;

THENCE, NORTH 23°30'24" EAST A DISTANCE OF 89.04 FEET;

THENCE, NORTH 02°57'57" WEST A DISTANCE OF 130.49 FEET;

THENCE, NORTH 17°06'51" EAST A DISTANCE OF 179.88 FEET;

THENCE, SOUTH 87°49'51" EAST A DISTANCE OF 104.23 FEET;

THENCE, NORTH 76°36'09" EAST A DISTANCE OF 173.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 279.93 FEET, WITH A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 27°53'38" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 477.91 FEET, WITH A RADIUS OF 567.00 FEET AND A CENTRAL ANGLE OF 48°17'35" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 202.11 FEET, WITH A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 27°34'16" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 115.98 FEET, WITH A RADIUS OF 344.00 FEET AND A CENTRAL ANGLE OF 19°19'01";

THENCE, SOUTH 89°59'54" EAST A DISTANCE OF 69.03 FEET;

THENCE, SOUTH 18°25'04" EAST A DISTANCE OF 126.25 FEET;

THENCE, SOUTH 19°34'42" EAST A DISTANCE OF 183.73 FEET;

THENCE, SOUTH 18°48'00" EAST A DISTANCE OF 142.50 FEET;

THENCE, SOUTH 18°18'59" EAST A DISTANCE OF 167.10 FEET;

THENCE, SOUTH 01°08'37" WEST A DISTANCE OF 211.57 FEET;

THENCE, SOUTH 00°22'23" WEST A DISTANCE OF 189.76 FEET;

THENCE, NORTH 89°37'37" WEST A DISTANCE OF 1647.84 FEET TO THE POINT OF BEGINNING.





EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA  
CITY CLERK'S OFFICE  
8401 W. MONROE STREET  
PEORIA, AZ 85345



| STREET AREA TABLE |           |           |
|-------------------|-----------|-----------|
| STREET            | ← 8-10 FT | ← 8-10 FT |
| PAVEMENT          | 100.00    | 200.00    |

**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING THE IMPROVEMENT CONSISTING OF AUTHORIZING THE MAINTENANCE OF LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITHIN APPURTENANT STRUCTURES AS SHOWN ON THE PLANS FOR THE IMPROVEMENT DISTRICT KNOWN AS CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1274, MYSTIC A-4.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 17<sup>th</sup> day of October, 2023 the Mayor and Council of the City of Peoria adopted Resolution No. 2023-108; ordering the improvements of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures shown on the plans, within the corporate limits of the City and creating an Improvement District known as the City of Peoria Maintenance Improvement District No. 1274, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together within appurtenant structures, which includes a charge for the maintenance of landscaping and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Maintenance Improvement District No. 1274 may be obtained by contacting Ms. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2023.

---

Adina Lund, P.E.  
Superintendent of Streets  
City of Peoria, Arizona

RESOLUTION NO. 2023-108

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE IMPROVEMENTS OF A CERTAIN AREA WITHIN THE CORPORATE LIMITS OF THE CITY AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA MAINTENANCE IMPROVEMENT DISTRICT NO. 1274, MYSTIC A-4, PROVIDING THAT THE COST OF THE MAINTENANCE OF THE LANDSCAPING INCLUDED WITHIN, NEAR, AND ADJACENT TO A PARKWAY AND RELATED FACILITIES TOGETHER WITH APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, SHALL BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the maintenance of landscaping within the proposed district and that the cost of maintaining landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be assessed upon a certain improvement district to be known as Peoria Maintenance Improvement District No. 1274.

The estimate of the cost and expenses for the maintenance of the landscaping on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The maintenance of the landscaping, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels

of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the maintenance of the landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures be chargeable upon a district to be known and designated as the City of Peoria Maintenance Improvement District No. 1274 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the maintenance of landscaping included within, near, and adjacent to a parkway and related facilities together with appurtenant structures, which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1274 and if a portion of the costs and expenses for the maintenance of landscaping is for the general public benefit, the City shall assess the boundaries of the City of Peoria Maintenance Improvement District No. 1274 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Maintenance Improvement District No. 1274.

SECTION 3. The costs and expense for the maintenance of landscaping shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Maintenance Improvement District No. 1274 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Maintenance Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statues.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the

Resolution No. 2023-108  
MID 1274 Mystic A-4  
October 17, 2023  
Page 3 of 8 Pages

City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona, this 17<sup>th</sup> day of October, 2023.

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

\_\_\_\_\_  
Jason Beck, Mayor

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

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

Effective Date: \_\_\_\_\_

**A4 – GROSS BOUNDARY  
LEGAL DESCRIPTION**

PARCELS A4 AND A4-1 OF THE "REPLAT FOR PARCELS E, F & G AS ORIGINALLY RECORDED IN THE MASTER PLAT OF "MYSTIC AT LAKE PLEASANT HEIGHTS", BK 1458, PG 50 RECORDS OF MARICOPA COUNTY" RECORDED IN BOOK 1625, PAGE 48, MARICOPA COUNTY RECORDS, LOCATED IN SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED SECTION 14, 13, 23 & 24, "1922" ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, FROM WHICH A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED, SECTION 13-24, LS NUMBER 21782, "1922" ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 5 NORTH RANGE 1 WEST, THEREOF BEARS SOUTH 89°38'17" EAST A DISTANCE OF 2637.13 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 13, SOUTH 89°38'17" EAST DISTANCE OF 981.62 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 13, NORTH 00°22'23" EAST A DISTANCE OF 1322.77 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 00°22'23" EAST A DISTANCE OF 147.01 FEET;

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THENCE, NORTH 17°06'51" EAST A DISTANCE OF 179.88 FEET;

THENCE, SOUTH 87°49'51" EAST A DISTANCE OF 104.23 FEET;

THENCE, NORTH 76°36'09" EAST A DISTANCE OF 173.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 279.93 FEET, WITH A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 27°53'38" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 477.91 FEET, WITH A RADIUS OF 567.00 FEET AND A CENTRAL ANGLE OF 48°17'35" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;



THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 202.11 FEET, WITH A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 27°34'16" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 115.98 FEET, WITH A RADIUS OF 344.00 FEET AND A CENTRAL ANGLE OF 19°19'01";

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THENCE, SOUTH 01°08'37" WEST A DISTANCE OF 211.57 FEET;

THENCE, SOUTH 00°22'23" WEST A DISTANCE OF 189.76 FEET;

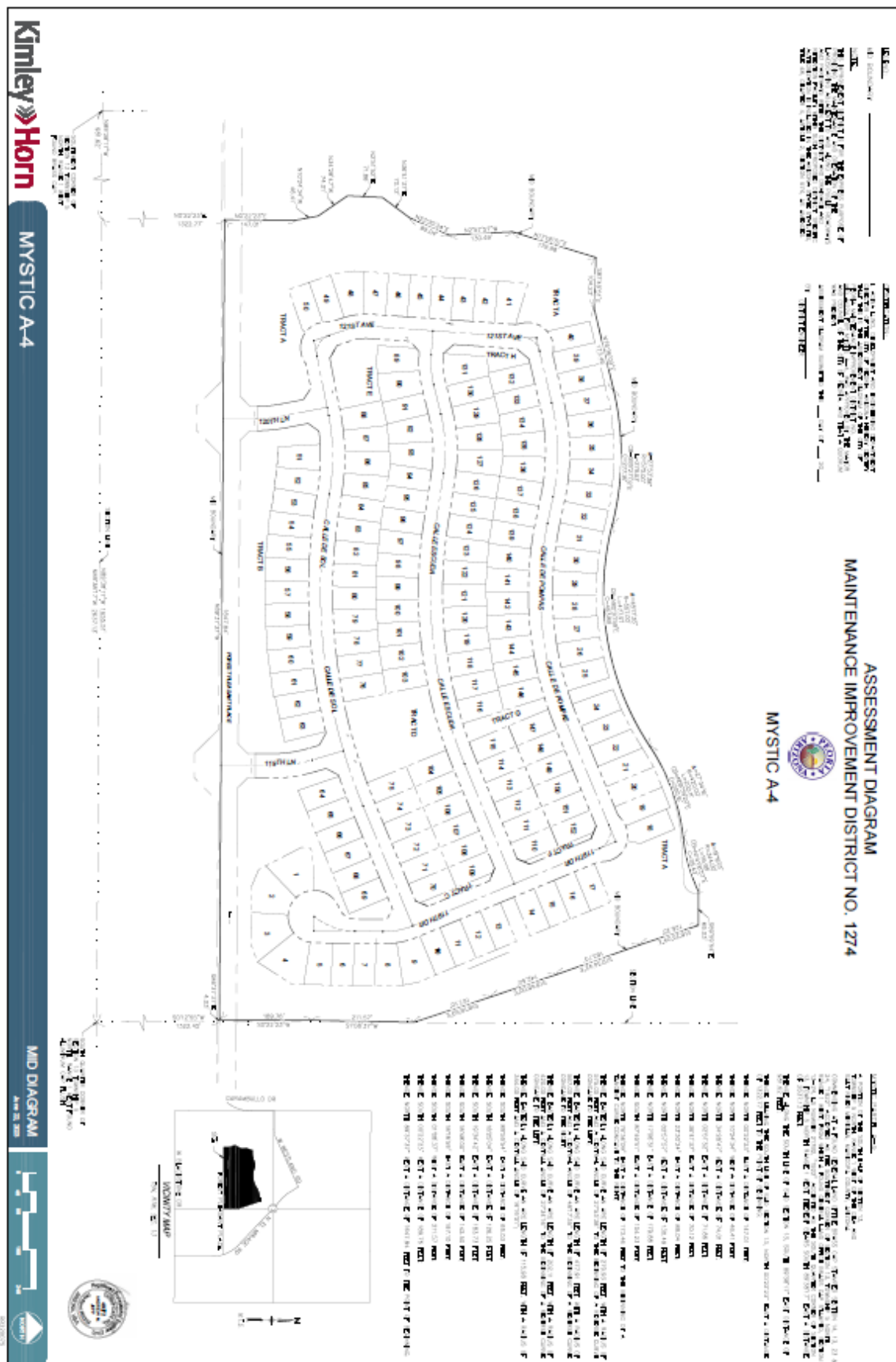
THENCE, NORTH 89°37'37" WEST A DISTANCE OF 1647.84 FEET TO THE POINT OF BEGINNING.



**EXHIBIT “B”**

**IS ON FILE IN THE**

**CITY OF PEORIA**  
**CITY CLERK’S OFFICE**  
**8401 W. MONROE STREET**  
**PEORIA, AZ 85345**



Kimley-Horn

MYSTIC A-4

MID DIAGRAM  
A-4 8.300



10/20/2023



| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 1           | 4000 | 5.00 |
| 2           | 4000 | 5.00 |
| 3           | 4000 | 5.00 |
| 4           | 4000 | 5.00 |
| 5           | 4000 | 5.00 |
| 6           | 4000 | 5.00 |
| 7           | 4000 | 5.00 |
| 8           | 4000 | 5.00 |
| 9           | 4000 | 5.00 |
| 10          | 4000 | 5.00 |
| 11          | 4000 | 5.00 |
| 12          | 4000 | 5.00 |
| 13          | 4000 | 5.00 |
| 14          | 4000 | 5.00 |
| 15          | 4000 | 5.00 |
| 16          | 4000 | 5.00 |
| 17          | 4000 | 5.00 |
| 18          | 4000 | 5.00 |
| 19          | 4000 | 5.00 |
| 20          | 4000 | 5.00 |

| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 21          | 4000 | 5.00 |
| 22          | 4000 | 5.00 |
| 23          | 4000 | 5.00 |
| 24          | 4000 | 5.00 |
| 25          | 4000 | 5.00 |
| 26          | 4000 | 5.00 |
| 27          | 4000 | 5.00 |
| 28          | 4000 | 5.00 |
| 29          | 4000 | 5.00 |
| 30          | 4000 | 5.00 |
| 31          | 4000 | 5.00 |
| 32          | 4000 | 5.00 |
| 33          | 4000 | 5.00 |
| 34          | 4000 | 5.00 |
| 35          | 4000 | 5.00 |
| 36          | 4000 | 5.00 |
| 37          | 4000 | 5.00 |
| 38          | 4000 | 5.00 |
| 39          | 4000 | 5.00 |
| 40          | 4000 | 5.00 |

| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 41          | 4000 | 5.00 |
| 42          | 4000 | 5.00 |
| 43          | 4000 | 5.00 |
| 44          | 4000 | 5.00 |
| 45          | 4000 | 5.00 |
| 46          | 4000 | 5.00 |
| 47          | 4000 | 5.00 |
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| 52          | 4000 | 5.00 |
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| 54          | 4000 | 5.00 |
| 55          | 4000 | 5.00 |
| 56          | 4000 | 5.00 |
| 57          | 4000 | 5.00 |
| 58          | 4000 | 5.00 |
| 59          | 4000 | 5.00 |
| 60          | 4000 | 5.00 |

| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 61          | 4000 | 5.00 |
| 62          | 4000 | 5.00 |
| 63          | 4000 | 5.00 |
| 64          | 4000 | 5.00 |
| 65          | 4000 | 5.00 |
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| 72          | 4000 | 5.00 |
| 73          | 4000 | 5.00 |
| 74          | 4000 | 5.00 |
| 75          | 4000 | 5.00 |
| 76          | 4000 | 5.00 |
| 77          | 4000 | 5.00 |
| 78          | 4000 | 5.00 |
| 79          | 4000 | 5.00 |
| 80          | 4000 | 5.00 |

| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 81          | 4000 | 5.00 |
| 82          | 4000 | 5.00 |
| 83          | 4000 | 5.00 |
| 84          | 4000 | 5.00 |
| 85          | 4000 | 5.00 |
| 86          | 4000 | 5.00 |
| 87          | 4000 | 5.00 |
| 88          | 4000 | 5.00 |
| 89          | 4000 | 5.00 |
| 90          | 4000 | 5.00 |
| 91          | 4000 | 5.00 |
| 92          | 4000 | 5.00 |
| 93          | 4000 | 5.00 |
| 94          | 4000 | 5.00 |
| 95          | 4000 | 5.00 |
| 96          | 4000 | 5.00 |
| 97          | 4000 | 5.00 |
| 98          | 4000 | 5.00 |
| 99          | 4000 | 5.00 |
| 100         | 4000 | 5.00 |

| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 101         | 4000 | 5.00 |
| 102         | 4000 | 5.00 |
| 103         | 4000 | 5.00 |
| 104         | 4000 | 5.00 |
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| 114         | 4000 | 5.00 |
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| 116         | 4000 | 5.00 |
| 117         | 4000 | 5.00 |
| 118         | 4000 | 5.00 |
| 119         | 4000 | 5.00 |
| 120         | 4000 | 5.00 |

| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 121         | 4000 | 5.00 |
| 122         | 4000 | 5.00 |
| 123         | 4000 | 5.00 |
| 124         | 4000 | 5.00 |
| 125         | 4000 | 5.00 |
| 126         | 4000 | 5.00 |
| 127         | 4000 | 5.00 |
| 128         | 4000 | 5.00 |
| 129         | 4000 | 5.00 |
| 130         | 4000 | 5.00 |
| 131         | 4000 | 5.00 |
| 132         | 4000 | 5.00 |
| 133         | 4000 | 5.00 |
| 134         | 4000 | 5.00 |
| 135         | 4000 | 5.00 |
| 136         | 4000 | 5.00 |
| 137         | 4000 | 5.00 |
| 138         | 4000 | 5.00 |
| 139         | 4000 | 5.00 |
| 140         | 4000 | 5.00 |

| LT+EA Table |      |      |
|-------------|------|------|
| LT+EA       | F    | E    |
| 141         | 4000 | 5.00 |
| 142         | 4000 | 5.00 |
| 143         | 4000 | 5.00 |
| 144         | 4000 | 5.00 |
| 145         | 4000 | 5.00 |
| 146         | 4000 | 5.00 |
| 147         | 4000 | 5.00 |
| 148         | 4000 | 5.00 |
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| 152         | 4000 | 5.00 |
| 153         | 4000 | 5.00 |
| 154         | 4000 | 5.00 |
| 155         | 4000 | 5.00 |
| 156         | 4000 | 5.00 |
| 157         | 4000 | 5.00 |
| 158         | 4000 | 5.00 |
| 159         | 4000 | 5.00 |
| 160         | 4000 | 5.00 |

| T+T+EA Table |      |      |
|--------------|------|------|
| T+T+EA       | F    | E    |
| 161          | 4000 | 5.00 |
| 162          | 4000 | 5.00 |
| 163          | 4000 | 5.00 |
| 164          | 4000 | 5.00 |
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| 174          | 4000 | 5.00 |
| 175          | 4000 | 5.00 |
| 176          | 4000 | 5.00 |
| 177          | 4000 | 5.00 |
| 178          | 4000 | 5.00 |
| 179          | 4000 | 5.00 |
| 180          | 4000 | 5.00 |

| T+T+EA Table |      |      |
|--------------|------|------|
| T+T+EA       | F    | E    |
| 181          | 4000 | 5.00 |
| 182          | 4000 | 5.00 |
| 183          | 4000 | 5.00 |
| 184          | 4000 | 5.00 |
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| 186          | 4000 | 5.00 |
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| 192          | 4000 | 5.00 |
| 193          | 4000 | 5.00 |
| 194          | 4000 | 5.00 |
| 195          | 4000 | 5.00 |
| 196          | 4000 | 5.00 |
| 197          | 4000 | 5.00 |
| 198          | 4000 | 5.00 |
| 199          | 4000 | 5.00 |
| 200          | 4000 | 5.00 |

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 10C.

Date Prepared: 10/4/2023

Council Meeting Date: 10/17/2023

---

**TO:** Henry Darwin, City Manager

**THROUGH:** Mike Faust, Deputy City Manager

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

**SUBJECT:** Street Light Improvement District No. 1176, Mystic A-4, Forest Pleasant Place and El Mirage Road

---

**Purpose:**

Discussion and possible action to approve the Petition for Formation and adopt **RES. 2023-109** intention and ordering the formation of proposed Street Light Improvement District No. 1176, Mystic A-4, located at Forest Pleasant Place and El Mirage Road; and adopt **RES. 2023-110** ordering the improvements within the proposed Street Light Improvement District and declaring an emergency.

**Summary:**

The purpose of the Streetlight Improvement District is for the purchase of electricity for lighting the streets and public parks within the proposed district.

Pursuant to the provisions of A.R.S. §48-616, et seq., Mayor and Council are empowered to adopt a resolution ordering the formation of a Street Light Improvement District. A Petition, Resolution of Intention and Resolution Ordering the Improvements are attached for formation of City of Peoria Street Light Improvement District No. 1176, Mystic A-4, Forest Pleasant Place and El Mirage Road. In the case in which all of the property owners have presented a petition for formation, the ordinary publication and protest period are not required by law; the Council may then immediately adopt a Resolution Ordering the improvements once the Resolution of Intention is first adopted. The Resolution ordering the improvements finalizes the formation of the Street Light Improvement District process.

Under Arizona State law, commencing in October 2024, the residents will receive, on their property tax bill, an additional charge for operation of the street light system. In accordance with state statute, an assessment diagram and map listing each parcel of property within the district has been prepared.

**Previous Actions/Background:**

The final plat for Mystic A-4 was approved by the Council on August 15, 2023.

**Staff Recommendation:**

Staff recommends for City Council to approve the Petition for Formation and adopt the Resolution of Intention and Resolution Ordering the Improvements for the proposed Street Light Improvement District No. 1176, Mystic A-4, located at Forest Pleasant Place and El Mirage Road, and authorize the City Clerk to record the Street Light Improvement District with the Maricopa County Recorder's Office subject to the following stipulations:

1. All civil and street light plans must be approved by the City of Peoria (City) prior to recordation of the Street Light Improvement District.
2. The final plat for the subdivision must be approved by City Council and recorded with the Maricopa County Recorder's Office prior to recordation of the Street Light Improvement District.
3. The developer must provide a fully executed Petition, Waiver and Consent to Formation of a Municipal Improvement District.

**Fiscal Analysis:**

There is no direct fiscal impact to the City to approve the Street Light Improvement District. However, the City would incur the cost associated with the purchase of electricity for lighting the streets and public parks within the proposed district should the taxing district not be approved and recorded.

**ATTACHMENTS:**

Exhibit 1: Petition for Formation

Exhibit 2: Proposed Resolution of Intention

Exhibit 3: Proposed Resolution Ordering the Improvements

**Contact Name and Number:**

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

**PETITION, WAIVER AND CONSENT TO FORMATION  
OF A MUNICIPAL IMPROVEMENT DISTRICT  
BY THE CITY OF PEORIA**

[ 1176 ]

**SLID#**

MYSTIC A-4

**Subdivision Name**

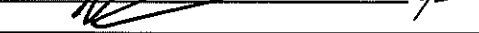
To: Honorable Mayor and Council  
City of Peoria, Arizona

Pursuant to Arizona Revised Statutes, Section 48-617, the undersigned property owner respectfully petitions the City Council of the City of Peoria, Arizona (City Council) to order the formation of a Municipal Street Light Improvement District under Arizona Revised Statutes, Title 48, Chapter 4, Article 2. In support of this petition, the undersigned agree to waive certain rights under the Arizona Improvement District Law and to consent to the formation and completion of the District.

1. Area of District. The proposed district is described by a map and by a legal description on Exhibit "A", which is attached hereto and incorporated herein by reference. The proposed district consists of 30.94 acres and is entirely within the corporate boundaries of the City of Peoria.
2. Ownership. The undersigned (is) (are) the sole owner(s) of the real property within the proposed district.
3. Purpose. The district is proposed to be formed for the purpose of the purchase of electricity for lighting the streets and public parks within the proposed district.
4. Public Convenience and Necessity. The necessity for the proposed district is the purchase of electricity for lighting the streets and public parks within the proposed district by the levying of special assessments in the proposed district.
5. Waiver and Consent. The petitioners with full knowledge of their rights being waived hereunder, hereby expressly waive:
  - (a) Any and all irregularities, illegalities or deficiencies which may exist in the acts or proceedings resulting in the adoption of the Resolution of Intention and the Resolution Ordering the Work;
  - (b) Any necessity for publication and posting of the Resolution of Intention and the Notice of Proposed Improvements pursuant to A.R.S. §48-578;
  - (c) All protest rights whatsoever under A.R.S. §48-579(A) and (B), which provide for protests against the work;
  - (d) All objections to the filing of and adoption by the City of the plans and specifications, the Engineer's estimate and the Assessment Diagram, all of which provide for the completion of the District.

Further, the improvements described above are of more than local or ordinary public benefit.

In Witness whereof the parties have executed this Petition and Waiver Agreement as of the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                    |                                                               |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|---------------------------------------------------------------|
| <p>LAKE PLEASANT (PHOENIX) ASLI VIII, LLC</p> <p>By: Avanti Strategic Land Investors VIII, L.L.L.P.</p> <p>By: APG ASLI VIII GP, LLC</p> <p>By: Avanti Properties Group III, L.L.L.P.</p> <p>By: APG III GP, LLC</p> <p>By: Avanti Management Corporation</p> <p>Print Property Owner Name</p> <p>Andrew Dubill/Executive Vice President</p> <p>Print Name/Title</p> <p>923 N. Pennsylvania Ave, Winter Park, FL 32789</p> <p>Address </p> <p>Signature </p> | <p>Date:</p> <p><u>6/29/23</u></p> | <p>Property (Tax Parcel Numbers)</p> <p><u>503-97-968</u></p> |
| <p>LAKE PLEASANT (PHOENIX) ASLI VIII, LLC</p> <p>By: Avanti Strategic Land Investors VIII, L.L.L.P.</p> <p>By: APG ASLI VIII GP, LLC</p> <p>By: Avanti Properties Group III, L.L.L.P.</p> <p>By: APG III GP, LLC</p> <p>By: Avanti Management Corporation</p> <p>Print Property Owner Name</p> <p>Andrew Dubill/Executive Vice President</p> <p>Print Name/Title</p> <p>923 N. Pennsylvania Ave, Winter Park, FL 32789</p> <p>Address </p> <p>Signature </p> | <p>Date:</p> <p><u>6/29/23</u></p> | <p>Property (Tax Parcel Numbers)</p> <p><u>503-97-975</u></p> |

Accepted and approved by:

CITY OF PEORIA, ARIZONA, an  
ARIZONA MUNICIPAL CORPORATION

ATTEST:

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

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

APPROVED AS TO FORM:

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



RESOLUTION NO. 2023-109

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA DECLARING ITS INTENTION TO ORDER THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS WITHIN THE PROPOSED DISTRICT AND THAT THE COST OF THE PURCHASE OF ELECTRICITY FOR LIGHTING THE STREETS AND PUBLIC PARKS, BE ASSESSED UPON A CERTAIN IMPROVEMENT DISTRICT TO BE KNOWN AS CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1176, MYSTIC A-4; PROVIDING THAT THE COST OF THE ELECTRICITY REQUIRED TO OPERATE THE SYSTEM BE ASSESSED UNDER THE PROVISIONS OF TITLE 48, CHAPTER 4, ARTICLE 2, ARIZONA REVISED STATUTES, AS AMENDED; AND DECLARING AN EMERGENCY.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, THAT:

SECTION 1. The public interest or convenience require and it is the intention of the Mayor and Council of the City of Peoria, Arizona to order the purchase of electricity for lighting the streets and public parks within the proposed district.

The estimate of the cost and expenses for the purchase of electricity for the operation of the streetlights on file with the Superintendent of Streets and the City Clerk is approved and adopted by the Mayor and Council of the City.

SECTION 2. The streetlights and the electricity, therefore, in the opinion of the Mayor and Council of the City, are of more than local or ordinary public benefit, and are of special benefit to the respective lots, pieces and parcels of land within the real property described herein. The Mayor and Council of the City make and order that the cost and expense for the purchase of electricity be chargeable upon a district to be known and designated as the City of Peoria

Streetlight Improvement District No. 1176 and as described and bounded as set forth on Exhibits A and B attached, and declare that the district in the City benefited by the purchase of electricity for streetlights to be assessed, to pay the costs and expenses thereof in proportion to the benefits derived therefrom.

The City shall not assess the costs and expenses for the purchase of electricity for streetlights which are for the general public benefit against the respective lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1176 and if a portion of the costs and expenses for the purchase of electricity for streetlights is for the general public benefit, the City shall assess the boundaries of the City of Peoria Streetlight Improvement District No. 1176 only that portion of such costs and expenses which benefits the lots, pieces and parcels of land located within the boundaries of the City of Peoria Streetlight Improvement District No. 1176.

SECTION 3. The costs and expense for the purchase of electricity for streetlights shall be made and all proceedings therein taken; that the Superintendent of Streets of the City shall post or cause to be posted notices thereof; that the City Clerk shall certify to the passage of this Resolution of Intention; that the Engineer shall prepare duplicate diagrams of the City of Peoria Streetlight Improvement District No. 1176 described in Section 2 of this Resolution to be assessed to pay the costs and expenses thereof, under and in accordance with the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended.

SECTION 4. The majority of owners of all of the real property within the proposed district have executed a Petition for formation of a Streetlight Improvement District and the City Council has verified the ownership of the property. Publication and posting of the notice of the passage of the Resolution of Intention will be completed as prescribed by the State Statutes.

SECTION 5. Any Resolutions or parts of Resolutions in conflict with the provisions of this Resolution are hereby repealed.

SECTION 6. The immediate operation of the provisions of this Resolution is necessary for the preservation of the public peace, health and safety and an emergency is declared to exist, and this Resolution will be in full force and effect from and after its passage and approval by the Mayor and Council of the City of Peoria, Arizona as required by law and is exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

Resolution No. 2023-109  
SLID 1176 Mystic A-4  
October 17, 2023  
Page 3 of 8 Pages

PASSED AND ADOPTED by the Mayor and Council of the City of  
Peoria, Arizona, this 17<sup>th</sup> day of October, 2023.

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

\_\_\_\_\_  
Jason Beck, Mayor

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

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

Effective Date: \_\_\_\_\_

**A4 – GROSS BOUNDARY  
LEGAL DESCRIPTION**

PARCELS A4 AND A4-1 OF THE "REPLAT FOR PARCELS E, F & G AS ORIGINALLY RECORDED IN THE MASTER PLAT OF "MYSTIC AT LAKE PLEASANT HEIGHTS", BK 1458, PG 50 RECORDS OF MARICOPA COUNTY" RECORDED IN BOOK 1625, PAGE 48, MARICOPA COUNTY RECORDS, LOCATED IN SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED SECTION 14, 13, 23 & 24, "1922" ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, FROM WHICH A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED, SECTION 13-24, LS NUMBER 21782, "1922" ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 5 NORTH RANGE 1 WEST, THEREOF BEARS SOUTH 89°38'17" EAST A DISTANCE OF 2637.13 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 13, SOUTH 89°38'17" EAST DISTANCE OF 981.62 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 13, NORTH 00°22'23" EAST A DISTANCE OF 1322.77 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 00°22'23" EAST A DISTANCE OF 147.01 FEET;

THENCE, NORTH 10°24'34" WEST A DISTANCE OF 46.41 FEET;

THENCE, NORTH 34°28'47" WEST A DISTANCE OF 74.01 FEET;

THENCE, NORTH 02°51'52" EAST A DISTANCE OF 71.86 FEET;

THENCE, NORTH 36°41'37" EAST A DISTANCE OF 70.12 FEET;

THENCE, NORTH 23°30'24" EAST A DISTANCE OF 89.04 FEET;

THENCE, NORTH 02°57'57" WEST A DISTANCE OF 130.49 FEET;

THENCE, NORTH 17°06'51" EAST A DISTANCE OF 179.88 FEET;

THENCE, SOUTH 87°49'51" EAST A DISTANCE OF 104.23 FEET;

THENCE, NORTH 76°36'09" EAST A DISTANCE OF 173.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 279.93 FEET, WITH A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 27°53'38" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 477.91 FEET, WITH A RADIUS OF 567.00 FEET AND A CENTRAL ANGLE OF 48°17'35" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 202.11 FEET, WITH A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 27°34'16" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 115.98 FEET, WITH A RADIUS OF 344.00 FEET AND A CENTRAL ANGLE OF 19°19'01";

THENCE, SOUTH 89°59'54" EAST A DISTANCE OF 69.03 FEET;

THENCE, SOUTH 18°25'04" EAST A DISTANCE OF 126.25 FEET;

THENCE, SOUTH 19°34'42" EAST A DISTANCE OF 183.73 FEET;

THENCE, SOUTH 18°48'00" EAST A DISTANCE OF 142.50 FEET;

THENCE, SOUTH 18°18'59" EAST A DISTANCE OF 167.10 FEET;

THENCE, SOUTH 01°08'37" WEST A DISTANCE OF 211.57 FEET;

THENCE, SOUTH 00°22'23" WEST A DISTANCE OF 189.76 FEET;

THENCE, NORTH 89°37'37" WEST A DISTANCE OF 1647.84 FEET TO THE POINT OF BEGINNING.



**EXHIBIT “B”**

**IS ON FILE IN THE**

**CITY OF PEORIA**  
**CITY CLERK’S OFFICE**  
**8401 W. MONROE STREET**  
**PEORIA, AZ 85345**



| TREATMENT TABLE          |            |            |             |
|--------------------------|------------|------------|-------------|
| TREATMENT                | START DATE | END DATE   | STATUS      |
| 1. Initial Assessment    | 2023-01-15 | 2023-01-15 | Completed   |
| 2. Patient Education     | 2023-01-22 | 2023-01-22 | Completed   |
| 3. Medication Management | 2023-02-05 | 2023-02-05 | In Progress |
| 4. Physical Therapy      | 2023-02-12 | 2023-02-12 | Completed   |
| 5. Psychological Support | 2023-02-19 | 2023-02-19 | In Progress |
| 6. Diet and Nutrition    | 2023-02-26 | 2023-02-26 | Completed   |
| 7. Social Support        | 2023-03-05 | 2023-03-05 | In Progress |
| 8. Follow-up             | 2023-03-12 | 2023-03-12 | Completed   |
| 9. Discharge Planning    | 2023-03-19 | 2023-03-19 | In Progress |
| 10. Final Evaluation     | 2023-03-26 | 2023-03-26 | Completed   |



RESOLUTION NO. 2023-110

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA ORDERING THE IMPROVEMENTS OF CERTAIN STREETS AND RIGHTS-OF-WAY WITHIN THE CORPORATE LIMITS OF THE TOWN AND CREATING AN IMPROVEMENT DISTRICT KNOWN AS THE CITY OF PEORIA STREETLIGHT IMPROVEMENT DISTRICT NO. 1176, MYSTIC A-4; PURSUANT TO TITLE 48, CHAPTER 4, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO FOR THE PURPOSE OF PURCHASING ELECTRICITY, WHICH INCLUDES A CHARGE FOR THE USE OF LIGHTING FACILITIES AND OTHER RELATED ITEMS TOGETHER WITH ALL APPURTENANT STRUCTURES AS SHOWN ON THE PLANS, AND DECLARING AN EMERGENCY.

WHEREAS on the 17<sup>th</sup> day of October, 2023, the Mayor and Council of the City of Peoria, Arizona, passed and adopted Resolution No. 2023-109, declaring its intention to order the purchase of electricity for lighting the streets and public parks within the proposed district and that the cost of the purchase of electricity for lighting the streets and public parks be assessed upon a certain improvement district, to be known as City of Peoria Streetlight Improvement District No. 1176; providing that the cost of the electricity required to operate the system be assessed under the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, as amended; and declaring an emergency; and

WHEREAS, a copy of Resolution No. 2023-109 has been published in the Peoria Times, a newspaper published and generally circulated in the City, as required by law or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, the Superintendent of Streets of the City caused to be posted along the streets of the District, no more than three hundred (300) feet apart, notices of the passage of Resolution No. 2023-109, said notices being headed "Notice of Proposed Improvement", each heading in letters at least one (1) inch in height. Said notices stated the fact of the passage of said Resolution of

Intention No. 2023-109 or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, more than fifteen (15) days have elapsed since the date of the last publication of said Resolution of Intention No. 2023-109 and since the completion of the posting of said notices or alternatively a petition has been filed with the City Clerk having been signed by all the owners of the real property; and

WHEREAS, no protests against the proposed improvement and no objections to the extent of the District were filed with the Clerk of the City during the time prescribed by law; and

WHEREAS, the Mayor and Council of the City having acquired jurisdiction to order the improvements as described in Resolution No. 2023-109; and

WHEREAS, the City Engineer acting as District Engineer has prepared and presented to the Mayor and Council of the City duplicate diagrams of the property contained within the District ("the Diagram") and legal description copies of which are attached and incorporated as Exhibits A and B.

NOW THEREFORE IT IS RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA, as follows:

Section 1. By virtue of the authority vested in the Mayor and Council of the City by Title 48, Chapter 4, Article 2, Arizona Revised Statutes and all amendments thereto, the Mayor and Council of the City orders the work or improvement done as described in Resolution No. 2023-109 and in accordance with the Plans and Specifications approved and adopted by the Mayor and Council of the City of Peoria, Arizona.

Section 2. The Superintendent of Streets of the City is authorized and directed to prepare and execute the notice of the passage of this Resolution, which is attached as Exhibit B. Such notice shall be posted and published as provided by law.

Section 3. That the Diagram, as prepared and presented to the Mayor and Council of the City is approved by the Mayor and Council of the City.

Section 4. That the Clerk of the City is authorized and directed to certify that the Diagram was approved by the Mayor and Council of the City on the 17<sup>th</sup> day of October, 2023, and after such certification, the Clerk of the City is authorized and directed to deliver the Diagram to the Superintendent of Streets of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of  
Peoria, Arizona, this 17<sup>th</sup> day of October, 2023.

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

\_\_\_\_\_  
Jason Beck, Mayor

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

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

Effective Date: \_\_\_\_\_

**A4 – GROSS BOUNDARY  
LEGAL DESCRIPTION**

PARCELS A4 AND A4-1 OF THE "REPLAT FOR PARCELS E, F & G AS ORIGINALLY RECORDED IN THE MASTER PLAT OF "MYSTIC AT LAKE PLEASANT HEIGHTS", BK 1458, PG 50 RECORDS OF MARICOPA COUNTY" RECORDED IN BOOK 1625, PAGE 48, MARICOPA COUNTY RECORDS, LOCATED IN SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED SECTION 14, 13, 23 & 24, "1922" ACCEPTED AS THE SOUTHWEST CORNER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 1 WEST, FROM WHICH A FOUND GENERAL LAND OFFICE BRASS CAP STAMPED, SECTION 13-24, LS NUMBER 21782, "1922" ACCEPTED AS THE SOUTH QUARTER CORNER OF SECTION 13, TOWNSHIP 5 NORTH RANGE 1 WEST, THEREOF BEARS SOUTH 89°38'17" EAST A DISTANCE OF 2637.13 FEET;

THENCE, ALONG THE SOUTH LINE OF SAID SECTION 13, SOUTH 89°38'17" EAST DISTANCE OF 981.62 FEET;

THENCE, LEAVING THE SOUTH LINE OF SAID SECTION 13, NORTH 00°22'23" EAST A DISTANCE OF 1322.77 FEET TO THE POINT OF BEGINNING;

THENCE, NORTH 00°22'23" EAST A DISTANCE OF 147.01 FEET;

THENCE, NORTH 10°24'34" WEST A DISTANCE OF 46.41 FEET;

THENCE, NORTH 34°28'47" WEST A DISTANCE OF 74.01 FEET;

THENCE, NORTH 02°51'52" EAST A DISTANCE OF 71.86 FEET;

THENCE, NORTH 36°41'37" EAST A DISTANCE OF 70.12 FEET;

THENCE, NORTH 23°30'24" EAST A DISTANCE OF 89.04 FEET;

THENCE, NORTH 02°57'57" WEST A DISTANCE OF 130.49 FEET;

THENCE, NORTH 17°06'51" EAST A DISTANCE OF 179.88 FEET;

THENCE, SOUTH 87°49'51" EAST A DISTANCE OF 104.23 FEET;

THENCE, NORTH 76°36'09" EAST A DISTANCE OF 173.46 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 279.93 FEET, WITH A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 27°53'38" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 477.91 FEET, WITH A RADIUS OF 567.00 FEET AND A CENTRAL ANGLE OF 48°17'35" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE RIGHT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 202.11 FEET, WITH A RADIUS OF 420.00 FEET AND A CENTRAL ANGLE OF 27°34'16" TO THE BEGINNING OF A REVERSE CURVE CONCAVE TO THE LEFT;

THENCE, EASTERLY ALONG SAID CURVE AN ARC LENGTH OF 115.98 FEET, WITH A RADIUS OF 344.00 FEET AND A CENTRAL ANGLE OF 19°19'01";

THENCE, SOUTH 89°59'54" EAST A DISTANCE OF 69.03 FEET;

THENCE, SOUTH 18°25'04" EAST A DISTANCE OF 126.25 FEET;

THENCE, SOUTH 19°34'42" EAST A DISTANCE OF 183.73 FEET;

THENCE, SOUTH 18°48'00" EAST A DISTANCE OF 142.50 FEET;

THENCE, SOUTH 18°18'59" EAST A DISTANCE OF 167.10 FEET;

THENCE, SOUTH 01°08'37" WEST A DISTANCE OF 211.57 FEET;

THENCE, SOUTH 00°22'23" WEST A DISTANCE OF 189.76 FEET;

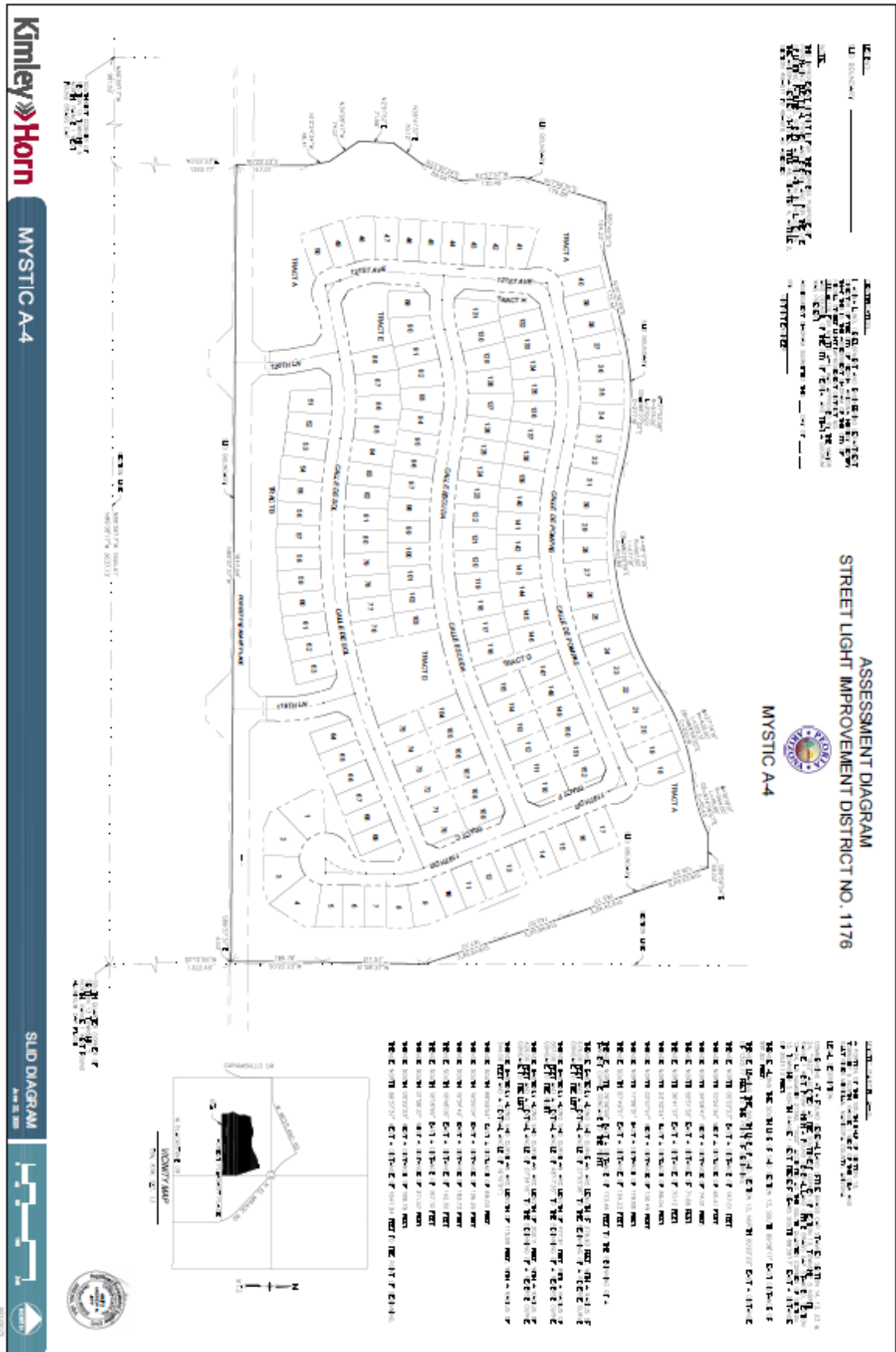
THENCE, NORTH 89°37'37" WEST A DISTANCE OF 1647.84 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"

IS ON FILE IN THE

CITY OF PEORIA  
CITY CLERK'S OFFICE  
8401 W. MONROE STREET  
PEORIA, AZ 85345







**CITY OF PEORIA, ARIZONA  
NOTICE**

OF THE PASSAGE OF A RESOLUTION ORDERING  
THE IMPROVEMENT CONSISTING OF  
AUTHORIZING THE PURCHASE OF ELECTRICITY  
FOR LIGHTING THE STREETS AND PUBLIC PARKS  
FOR THE IMPROVEMENT DISTRICT KNOWN AS  
CITY OF PEORIA STREETLIGHT IMPROVEMENT  
DISTRICT NO. 1176, MYSTIC A-4.

This notice is given pursuant to the provisions of Title 48, Chapter 4, Article 2, Sections 48-571 to 48-619, both inclusive, Arizona Revised Statutes, as amended.

On the 17<sup>th</sup> day of October, 2023, the Mayor and Council of the City of Peoria adopted Resolution No. 2023-110; ordering the improvements of certain streets and rights-of-way within the corporate limits of the town and creating an Improvement District known as the City of Peoria Streetlight Improvement District No. 1176, pursuant to Title 48, Chapter 4, Arizona Revised Statutes; and amendments thereto for the purpose of purchasing electricity, which includes a charge for the use of lighting facilities and other related items, together with all appurtenant structures as shown on the plans; and directing that this notice been given.

Any owner, or any other person having an interest in any lot, piece or parcel of land situated within the above-described assessment district, who claims that any of the provisions, acts or proceedings relative to the above described improvements are irregular, defective, illegal, erroneous or faulty, may file with the City Clerk, Room 150, 8401 West Monroe Street, Peoria, Arizona 85345, within 15 days from the date of the first publication of this notice, a written notice specifying in what way said acts or proceedings are irregular, defective, illegal, erroneous or faulty.

Further information concerning City of Peoria Streetlight Improvement District No. 1176 may be obtained by contacting Mrs. Adina Lund, Engineering Director, City of Peoria, Arizona, 8401 West Monroe, Peoria, Arizona 85345, (623) 773-7691.

DATED AND SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Adina Lund, P.E.  
Superintendent of Streets  
City of Peoria, Arizona

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 11C.

Date Prepared: 10/2/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager

**THROUGH:** Mike Faust, Deputy City Manager

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

**SUBJECT:** Final Plat, The Trailhead, Happy Valley Road and 83rd Avenue

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**Purpose:**

Discussion and possible action to approve a Final Plat of The Trailhead located on Happy Valley Road and 83rd Avenue. Subject to stipulations.

**Summary:**

The purpose of the Final Plat is to split the existing parcels into five commercial parcels to be developed for mixed use including commercial, church and multifamily residential. A portion of this development is within the City's water service area with the remainder in the Sunrise Water Company service area. The development is within the City's sewer service area.

The site plans for the commercial (SP17-32) and church (SP22-03) projects were reviewed by the City and approved in September 2022 and March 2023, respectively. The multifamily residential (SP22-04) site plan is still under review by the City. No significant changes were made to the proposed Final Plat. By splitting the parcel into five commercial parcels, it will allow the developers to proceed with development according to the approved site plans.

**Previous Actions/Background:**

The zoning case (Z17-27) and general plan amendment case (GPA17-04) were reviewed by the City and approved in April 2022.

**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, P.E., Development and Engineering Director, 623-773-7249



DEDICATION:

STATE OF ARIZONA )  
 ) SS  
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

83RD & HAPPY VALLEY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, LIFEPAATH CHURCH, AN ARIZONA NON-PROFIT CORPORATION AND 83 HAPPY VALLEY OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "THE TRAILHEAD", LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2 AND THE NORTHWEST QUARTER OF SECTION 11, 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 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 SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

83RD & HAPPY VALLEY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, LIFEPAATH CHURCH, AN ARIZONA NON-PROFIT CORPORATION AND 83 HAPPY VALLEY OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNERS, HEREBY DEDICATE TO THE CITY, WESTWING PARKWAY AND HAPPY VALLEY ROAD RIGHTS-OF-WAY, FOR THE USE AS (A) PUBLIC STREETS, AND (B) ANY AND ALL PUBLIC SEWER, WATER, GAS, ELECTRIC AND ANY OTHER UTILITY SERVICES. LANDSCAPING WITHIN WESTWING PARKWAY AND HAPPY VALLEY ROAD RIGHTS-OF-WAY BUT EXCLUDING CENTER MEDIANS AS SHOWN HEREON SHALL BE MAINTAINED BY THE OWNERS FRONTING SUCH RIGHTS-OF-WAY. 83RD & HAPPY VALLEY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, LIFEPAATH CHURCH, AN ARIZONA NON-PROFIT CORPORATION AND 83 HAPPY VALLEY OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY WARRANTS TO THE CITY THE TITLE TO SAID RIGHT OF WAY AS SHOWN HEREON, AGAINST THE CLAIMS OF ALL PERSONS WHOMSOEVER.

SIDEWALK EASEMENTS ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH.

MULTI-USE TRAIL EASEMENTS ARE DEDICATED TO THE CITY OF PEORIA FOR USE AS SUCH.

OWNERS DO HEREBY GRANT AND CONVEY TO THE PUBLIC NON-EXCLUSIVE PERMANENT AND PERPETUAL CROSS ACCESS EASEMENTS FOR VEHICULAR AND PEDESTRIAN INGRESS AND EGRESS (BUT NOT PARKING) AND CROSS DRAINAGE EASEMENT UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED BY THIS PLAT. THE CROSS ACCESS AND CROSS DRAINAGE EASEMENTS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON OWNERS SUCCESSOR'S OR ASSIGNS.

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 PUBLIC WATER AND SEWER LINES UNDER, AND ACROSS LOTS AS SHOWN HEREON, TO HAVE AND TO HOLD THE SAID EASEMENT UNTO CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER AND SEWER LINES. SUBJECT TO NOTES 1, 2, 3 AND 4. 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.

NOTES:

- THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT MAINTENANCE AND OPERATION OF SAID PUBLIC WATER AND SEWER LINES.
- 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.
- THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT SURFACES.
- 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.

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.

OWNERS DO HEREBY GRANT TO THE CITY OF PEORIA, AN ARIZONA MUNICIPAL CORPORATION, A PERPETUAL TRAFFIC CONTROL MAINTENANCE EASEMENT ON, OVER, AND ACROSS THE EASEMENT AREA FOR MAINTENANCE OF ANY TRAFFIC CONTROL, SIGNS, OR STRIPING CONTIGUOUS TO A TRAFFIC CONTROL DEVICE AND/OR AT THE INGRESS AND EGRESS OF THE DEVELOPMENT AS REFLECTED ON THE APPROVED PLAT. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF PEORIA ONLY AT SUCH TIME THAT THE PROPERTY OWNER OR ASSOCIATION RESPONSIBLE FOR THE MAINTENANCE OF SUCH TRAFFIC CONTROL SIGNS OR STRIPING FAILS TO PROVIDE THE REQUIRED MAINTENANCE AND OPERATION; ADDITIONALLY, IF THE CITY, IN ITS SOLE DISCRETION, DETERMINES THAT THE LACK OF SUCH MAINTENANCE AND OPERATION CONSTITUTES A NUISANCE OR IMPACTS PUBLIC HEALTH AND SAFETY, AS LONG AS THE PROPERTY OWNER OR ASSOCIATION IS IN EXISTENCE, IT WILL BE RESPONSIBLE FOR PROVIDING ALL REQUIRED MAINTENANCE OF SUCH TRAFFIC CONTROL, SIGNS OR STRIPING REGARDLESS OF THE DEDICATION OF THE EASEMENT. THE GRANT OF THIS TRAFFIC CONTROL MAINTENANCE EASEMENT DOES NOT OBLIGATE THE CITY TO ANY MAINTENANCE RESPONSIBILITIES.

OWNER HEREBY GRANTS TO THE CITY OF PEORIA, AN EASEMENT FOR MAINTENANCE OF ON-SITE RETENTION BASIN(S), PIPE STORAGE SYSTEM(S), OR ANY DRAINAGE FACILITY(IES) WITHIN THIS DEVELOPMENT AS REFLECTED ON THE APPROVED GRADING AND DRAINAGE PLAN AND AS SET FORTH ON THIS PLAT. 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.

OWNERS WARRANT AND REPRESENT TO THE CITY OF PEORIA THAT THEY ARE THE SOLE OWNER OF GRANTED SHALL CEASE AND REVERT TO THE GRANTORS, THEIR HEIRS OR ASSIGNS THEIR RESPECTIVE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER OR OTHER PERSON OR ENTITY HAVING AND INTEREST IN THEIR RESPECTIVE LAND ADVERSE TO THIS PLAT HAS CONSENTED TO OR JOINED IN THIS PLAT AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH THE OWNERS WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS PLAT IS RECORDED.

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, A BLANKET EASEMENT FOR MAINTENANCE OF OFF-SITE STORM DRAIN PIPES AND 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.

FINAL PLAT  
OF  
"THE TRAILHEAD"

LYING WITHIN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2  
AND THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST,  
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, ARIZONA.

DEDICATION: (CONT.)

83RD & HAPPY VALLEY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, OWNER, HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THERETO

DULY AUTHORIZED THIS 19th DAY OF September, 2023.

BY: PEDERSON GROUP INC., AN ARIZONA CORPORATION, MANAGER

BY: JEFFREY MANELIS, PRESIDENT

LIFEPAATH CHURCH, AN ARIZONA NON-PROFIT CORPORATION, OWNER, HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THERETO

DULY AUTHORIZED THIS 19th DAY OF September, 2023.

BY: DAVE CRICHTON, PRESIDENT

83 HAPPY VALLEY OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, OWNER, HEREUNDER CAUSED THEIR NAMES TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THERETO

DULY AUTHORIZED THIS 19th DAY OF September, 2023.

BY: 83 HAPPY VALLEY VENTURE LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SOLE MEMBER

BY: HINES 83 HAPPY VALLEY MM LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER

BY: HINES 83 HAPPY VALLEY ASSOCIATES LP, A DELAWARE LIMITED PARTNERSHIP, ITS SOLE MEMBER

BY: HINES INVESTMENT MANAGEMENT HOLDINGS LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, ITS GENERAL PARTNER

BY: CHRIS ANDERSON, SENIOR MANAGING DIRECTOR

ACKNOWLEDGEMENT:

STATE OF ARIZONA )  
 ) SS  
COUNTY OF MARICOPA )

ON THIS 19 DAY OF September, 2023, THE UNDERSIGNED, PERSONALLY APPEARED JEFFREY MANELIS, THE PRESIDENT OF 83RD & HAPPY VALLEY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED IN WITNESS THEREOF. I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
EXPIRES August 23, 2024

ACKNOWLEDGEMENT:

STATE OF ARIZONA )  
 ) SS  
COUNTY OF MARICOPA )

ON THIS 19 DAY OF September, 2023, THE UNDERSIGNED, PERSONALLY APPEARED DAVE CRICHTON, THE PRESIDENT OF LIFEPAATH CHURCH, AN ARIZONA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE, AS SUCH BEING AUTHORIZED TO DO, EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES THEREIN CONTAINED IN WITNESS THEREOF. I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC  
EXPIRES August 23, 2024

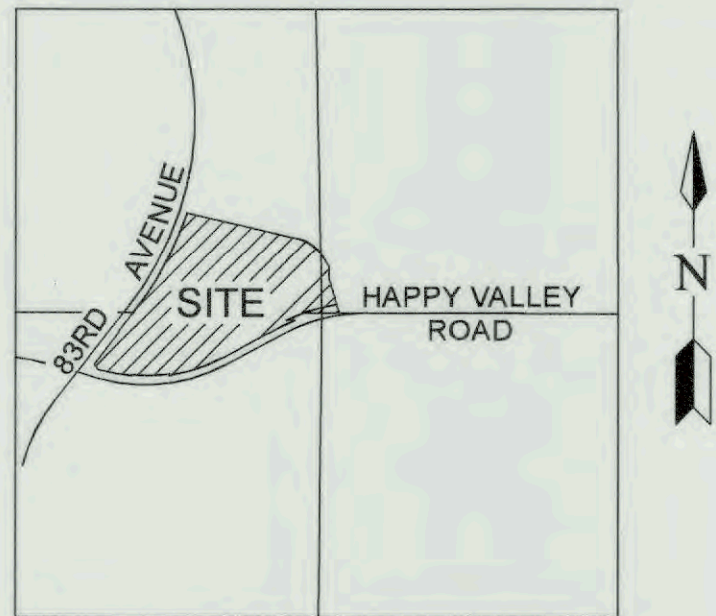
ACKNOWLEDGEMENT:

STATE OF ARIZONA )  
 ) SS  
COUNTY OF MARICOPA )

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19 DAY OF September, 2023, BY CHRIS ANDERSON, THE SENIOR MANAGING DIRECTOR OF HINES INVESTMENT MANAGEMENT HOLDINGS LIMITED PARTNERSHIP, A TEXAS LIMITED PARTNERSHIP, THE GENERAL PARTNER OF HINES 83 HAPPY VALLEY ASSOCIATES LP, A DELAWARE LIMITED PARTNERSHIP, THE SOLE MEMBER OF HINES 83 HAPPY VALLEY MM LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE MANAGING MEMBER OF 83 HAPPY VALLEY VENTURE LLC, A DELAWARE LIMITED LIABILITY COMPANY, THE SOLE MEMBER OF 83 HAPPY OWNER LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE LIMITED LIABILITY COMPANY.

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

NOTARY PUBLIC  
EXPIRES August 23, 2024



VICINITY MAP

DEVELOPER

PEDERSON GROUP, INC.  
2415 E. CAMELBACK ROAD, SUITE 1070  
PEORIA, AZ 85016  
CONTACT: ROB BASSETT

SURVEYOR

AW LAND SURVEYING, LLC  
PO BOX 2170  
CHANDLER, AZ 85244  
PHONE: 480-244-7630  
CONTACT: DANIEL D. ARMIJO

NOTES:

- NO CONSTRUCTION OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN THE UTILITY EASEMENTS, EXCEPT UTILITIES, WOOD, WIRE, OR REMOVABLE SECTION TYPE FENCING, AND/OR PAVING, NOR ANY PLANTING EXCEPT GRASS OR SHRUBS. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PEORIA SHALL NOT BE REQUIRED TO, REPLACE ANY OBSTRUCTION OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION.
- ALL NEW AND EXISTING UTILITY, ELECTRICAL FACILITIES LESS THAN 69 KVA, CABLE T.V., TELECOMMUNICATIONS FIBER OPTICS, CELLULAR, GAS, ETC SHALL BE INSTALLED UNDERGROUND AS PART OF THE STREET IMPROVEMENTS.
- MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES WITHIN ALL TRACTS AND EASEMENTS SHALL BE THE RESPONSIBILITY OF THE OWNERS.
- ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAP OR TAGGED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- SIGNS, FENCES, WALLS, UTILITY BOXES, STRUCTURES, SHRUBS, HEDGES OR OTHER PLANTS, BUT EXCLUDING TREES OVER 30 INCHES IN HEIGHT SHALL NOT BE PERMITTED WITHIN VIEW EASEMENTS OR THE SIGHT DISTANCE TRIANGLES. NO LIMBS, LEAVES, NEEDLES OR OTHER FOLIAGE ABOVE 30 INCHES IN HEIGHT OR BELOW 84 INCHES ARE PERMITTED. TREES ARE TO BE PLANTED SO AS NOT TO OBSTRUCT 20% OF THE VISIBILITY WHEN COMBINED WITH OTHER OBSTRUCTIONS.
- THIS SUBDIVISION IS PARTIALLY LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND SUCH PORTION HAS BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
- THIS SUBDIVISION IS PARTIALLY LOCATED WITHIN THE SUNRISE WATER COMPANY WATER SERVICE AREA.
- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A DESIGNATED TRUCK ROUTE BY THE CITY OF PEORIA. HAPPY VALLEY ROAD IS DESIGNATED AS A TRUCK ROUTE BY THE CITY OF PEORIA.
- THIS SUBDIVISION IS LOCATED IN THE VICINITY OF A ROCK QUARRY (GRAVEL OPERATION).
- NO STRUCTURE OF ANY KIND BE CONSTRUCTED OR ANY VEGETATION BE PLANTED NOR BE ALLOWED TO GROW WITHIN THE DRAINAGE EASEMENT OR TRACT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE EASEMENT OR TRACT.
- MONUMENT SIGNAGE WILL BE ALLOWED WITHIN DRAINAGE EASEMENTS, AND MAY NOT INTERFERE OR HINDER THE FUNCTIONALITY OF THE DRAINAGE.
- THE TEMPORARY DRAINAGE EASEMENT ON LOT 4 SHALL AUTOMATICALLY TERMINATE WITH THE DEDICATION OF DRAINAGE EASEMENTS FOR PERMANENT ONSITE DRAINAGE FACILITIES.

APPROVALS

APPROVED BY THE MAYOR AND THE CITY COUNCIL OF PEORIA, ARIZONA, THIS DAY OF , 2023.

APPROVED BY: MAYOR DATE

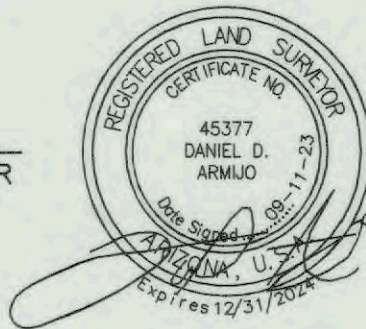
ATTEST: CITY CLERK DATE

APPROVED BY: FOR CITY ENGINEER DATE

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL 2022. THAT THE PLAT IS CORRECT AND ACCURATE. THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND THE LOT CORNERS PERMANENTLY SET.

DANIEL D. ARMIJO  
REGISTERED LAND SURVEYOR



09-11-23  
DATE

SHEET INDEX

| SHEET |                                          |
|-------|------------------------------------------|
| 1     | DEDICATION AND ACKNOWLEDGEMENTS          |
| 2     | NOTES; CITY APPROVALS                    |
| 3     | BOUNDARY & R/W DEDICATION                |
| 4     | EASEMENT DEDICATION                      |
| 5     | EASEMENT DEDICATION                      |
| 6     | EASEMENT DEDICATION; CURVE & LINE TABLES |
| 7     | EXISTING EASEMENTS TO BE ABANDONED       |

R220086

AW LAND SURVEYING, LLC  
P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 EMAIL: DARMJO@AWLANDSURVEY.COM

THE TRAILHEAD

FINAL PLAT

ORIGINAL PLAN DATE  
09-02-2023

LATEST REVISION DATE  
09-11-2023

JOB NUMBER  
22-064

SHEET NUMBER  
1 OF 7



PARENT LEGAL DESCRIPTION

LOCATED IN THE SOUTH HALF OF SECTION 2 AND THE NORTH HALF OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 01 DEGREE 38 MINUTES 48 SECONDS WEST, A DISTANCE OF 2,598.59 FEET;  
THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 917.87 FEET TO THE CENTERLINE OF 83 RD AVENUE PER CITY OF PEORIA RESOLUTION NO. 07-172, RECORDED IN DOCUMENT NO. 2007-1345578, RECORDS OF MARICOPA COUNTY, ARIZONA AND ALSO THE POINT OF BEGINNING;  
THENCE NORTH 38 DEGREES 21 MINUTES 36 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 25.59 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID CENTERLINE, HAVING A RADIUS OF 2,900.00 FEET, THROUGH A CENTRAL ANGLE OF 7 DEGREES 59 MINUTES 11 SECONDS, A DISTANCE OF 404.22 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 60 DEGREES 48 MINUTES 01 SECOND EAST, A DISTANCE OF 107.71 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 69.50 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 53 MINUTES 43 SECONDS, A DISTANCE OF 35.05 FEET;  
THENCE SOUTH 89 DEGREES 41 MINUTES 45 SECONDS EAST, A DISTANCE OF 38.14 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 69.50 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 40 MINUTES 38 SECONDS, A DISTANCE OF 34.79 FEET;  
THENCE NORTH 61 DEGREES 37 MINUTES 37 SECONDS EAST, A DISTANCE OF 249.67 FEET TO A POINT OF CURVE TO THE RIGHT;  
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 150.50 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES 24 MINUTES 57 SECONDS, A DISTANCE OF 140.31 FEET;  
THENCE SOUTH 64 DEGREES 57 MINUTES 26 SECONDS EAST, A DISTANCE OF 254.24 FEET;  
THENCE SOUTH 5 DEGREES 7 MINUTES 32 SECONDS EAST, A DISTANCE OF 138.94 FEET;  
THENCE SOUTH 61 DEGREES 37 MINUTES 36 SECONDS WEST, A DISTANCE OF 30.86 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE EAST, WITH A CHORD BEARING OF SOUTH 22 DEGREES 12 MINUTES 55 SECONDS EAST, A CHORD DISTANCE OF 113.38 FEET;  
THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 365.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 14 SECONDS, A DISTANCE OF 113.84 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 60 DEGREES 52 MINUTES 27 SECONDS EAST, A DISTANCE OF 35.52 FEETTHENCE SOUTH 29 DEGREES 7 MINUTES 33 SECONDS EAST, A DISTANCE OF 85.57 FEET;  
THENCE SOUTH 44 DEGREES 40 MINUTES 2 SECONDS EAST, A DISTANCE OF 2.37 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2;  
THENCE CONTINUING SOUTH 44 DEGREES 40 MINUTES 2 SECONDS EAST ALONG SAID LINE, A DISTANCE OF 21.28 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A CHORD BEARING OF SOUTH 37 DEGREES 49 MINUTES 2 SECONDS EAST, A CHORD DISTANCE OF 74.56 FEET;  
THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 206.31 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 49 MINUTES 20 SECONDS, A DISTANCE OF 74.98 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 28 DEGREES 8 MINUTES 30 SECONDS EAST, A DISTANCE OF 37.64 FEET;  
THENCE SOUTH 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 16.90 FEET;  
THENCE SOUTH 27 DEGREES 44 MINUTES 28 SECONDS EAST, A DISTANCE OF 71.77 FEET TO THE NORTHERLY RIGHT-OF-WAY OF HAPPY VALLEY ROAD;  
THENCE SOUTH 61 DEGREES 51 MINUTES 42 SECONDS WEST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 431.17 FEET TO A POINT OF CURVE TO THE RIGHT;  
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,435.00 FEET, THROUGH A CENTRAL ANGLE OF 19 DEGREES 43 MINUTES 15 SECONDS, A DISTANCE OF 493.92 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 0 DEGREES 35 MINUTES 12 SECONDS EAST, A DISTANCE OF 15.19 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, WITH A CHORD BEARING OF SOUTH 88 DEGREES 9 MINUTES 28 SECONDS WEST, A CHORD DISTANCE OF 329.92 FEET;  
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1,420.00 FEET, THROUGH A CENTRAL ANGLE OF 13 DEGREES 20 MINUTES 32 SECONDS, A DISTANCE OF 330.67 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 0 DEGREES 34 MINUTES 20 SECONDS WEST, A DISTANCE OF 5.01 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE NORTH, WITH A CHORD BEARING OF NORTH 79 DEGREES 43 MINUTES 20 SECONDS WEST, A CHORD DISTANCE OF 271.38 FEET;  
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1,425.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 55 MINUTES 41 SECONDS, A DISTANCE OF 271.79 FEET;  
THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 74 DEGREES 15 MINUTES 26 SECONDS WEST, A DISTANCE OF 25.18 FEET;  
THENCE NORTH 37 DEGREES 7 MINUTES 41 SECONDS WEST, A DISTANCE OF 55.64 FEET;  
THENCE NORTH 38 DEGREES 21 MINUTES 36 SECONDS EAST, A DISTANCE OF 351.12 FEET;  
THENCE NORTH 51 DEGREES 38 MINUTES 51 SECONDS WEST, A DISTANCE OF 10.00 FEET;  
THENCE NORTH 38 DEGREES 21 MINUTES 36 SECONDS EAST, A DISTANCE OF 186.35 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2,965.00 FEET, THROUGH A CENTRAL ANGLE OF 0 DEGREES 29 MINUTES 39 SECONDS, A DISTANCE OF 25.58 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2;  
THENCE ALONG SAID SOUTH LINE NON-TANGENT TO SAID CURVE, NORTH 89 DEGREES 54 MINUTES 1 SECOND WEST, A DISTANCE OF 82.64 FEET TO THE POINT OF BEGINNING.

BASIS OF BEARING:

THE BASIS OF BEARING AND ALL MONUMENTATION SHOWN HEREON IS BASED ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 11, T4N, R1E, USING A BEARING OF NORTH 00 DEGREES 31 MINUTES 48 SECONDS EAST, AS SHOWN ON FINAL PLAT OF 83RD MARKETPLACE, RECORDED IN BOOK 1388, PAGE 5, MARICOPA COUNTY RECORDS.

FLOOD ZONE INFORMATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP #04013C1255L, DATED OCTOBER 16, 2013, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X" (SHADED) AND ZONE "AE".

ZONE "X" (SHADED) IS DEFINED 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.

ZONE "AE" IS DEFINED AS: THE FLOODWAY IS THE CHANNEL OF A STREAM PLUS ANY ADJACENT FLOODPLAIN AREAS THAT MUST BE KEPT FREE OF ENCROACHMENT SO THAT THE 1% ANNUAL CHANCE FLOOD CAN BE CARRIED WITHOUT SUBSTANTIAL INCREASES IN FLOOD HEIGHTS.

PARENT LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 01 DEGREE 38 MINUTES 48 SECONDS WEST, A DISTANCE OF 2,598.59 FEET;  
THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 2,048.55 FEET TO THE POINT OF BEGINNING;  
THENCE DEPARTING SAID SOUTH LINE, NORTH 44 DEGREES 40 MINUTES 02 SECONDS WEST, A DISTANCE OF 2.37 FEET;  
THENCE NORTH 29 DEGREES 07 MINUTES 33 SECONDS WEST, A DISTANCE OF 85.57 FEET;  
THENCE NORTH 60 DEGREES 52 MINUTES 27 SECONDS EAST, A DISTANCE OF 92.31 FEET TO A POINT OF CURVE TO THE RIGHT;  
THENCE EASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1,500.00 FEET, THROUGH A CENTRAL ANGLE OF 24 DEGREES 40 MINUTES 53 SECONDS, A DISTANCE OF 646.16 FEET TO A POINT OF NON-TANGENCY;  
THENCE SOUTH 15 DEGREES 44 MINUTES 30 SECONDS EAST, A DISTANCE OF 319.82 FEET TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 2;  
THENCE NORTH 89 DEGREES 53 MINUTES 39 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 148.43 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 2;  
THENCE NORTH 89 DEGREES 54 MINUTES 01 SECOND WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 589.52 FEET TO THE POINT OF BEGINNING.

PARENT LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 11, ALSO BEING THE SOUTHWEST CORNER OF SECTION 2, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 01 DEGREE 38 MINUTES 48 SECONDS WEST, A DISTANCE OF 2,598.59 FEET;  
THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 11, A DISTANCE OF 2,048.55 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, ALONG SAID NORTH LINE, A DISTANCE OF 433.73 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A CHORD BEARING OF SOUTH 67 DEGREES 13 MINUTES 49 SECONDS WEST, A CHORD DISTANCE OF 167.25 FEET;  
THENCE DEPARTING SAID NORTH LINE, SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1,595.00 FEET, THROUGH A CENTRAL ANGLE OF 06 DEGREES 00 MINUTES 39 SECONDS, A DISTANCE OF 167.33 FEET TO A POINT OF NON-TANGENCY;  
THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, A DISTANCE OF 71.80 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, WITH A CHORD BEARING OF SOUTH 64 DEGREES 13 MINUTES 34 SECONDS WEST, A CHORD DISTANCE OF 129.13 FEET;  
THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1,565.00 FEET, THROUGH A CENTRAL ANGLE OF 04 DEGREES 43 MINUTES 44 SECONDS, A DISTANCE OF 129.17 FEET TO A POINT OF TANGENCY;  
THENCE SOUTH 61 DEGREES 51 MINUTES 42 SECONDS WEST, A DISTANCE OF 139.70 FEET;  
THENCE NORTH 27 DEGREES 44 MINUTES 28 SECONDS WEST, A DISTANCE OF 71.77 FEET;  
THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 16.90 FEET;  
THENCE NORTH 28 DEGREES 08 MINUTES 30 SECONDS WEST, A DISTANCE OF 37.64 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST, WITH A CHORD BEARING OF NORTH 37 DEGREES 49 MINUTES 02 SECONDS WEST, A CHORD DISTANCE OF 74.56 FEET;  
THENCE NORTHWESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 206.31 FEET, THROUGH A CENTRAL ANGLE OF 20 DEGREES 49 MINUTES 20 SECONDS, A DISTANCE OF 74.98 FEET TO A POINT OF NONTANGENCY;  
THENCE NORTH 44 DEGREES 40 MINUTES 02 SECONDS WEST, A DISTANCE OF 21.28 FEET TO THE POINT OF BEGINNING.

PARENT LEGAL DESCRIPTION

IN THE SOUTH HALF OF SECTION 2, TOWNSHIP 4 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 01 DEGREE 38 MINUTES 48 SECONDS WEST, A DISTANCE OF 2,598.59 FEET;  
THENCE SOUTH 89 DEGREES 54 MINUTES 01 SECOND EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 2, A DISTANCE OF 917.87 FEET TO THE CENTERLINE OF 83RD AVENUE PER CITY OF PEORIA RESOLUTION NO. 07-172, RECORDED IN DOCUMENT NO. 2007-1345578, RECORDS OF MARICOPA COUNTY, ARIZONA;  
THENCE NORTH 38 DEGREES 21 MINUTES 36 SECONDS EAST, ALONG SAID CENTERLINE, A DISTANCE OF 25.59 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2,900.00 FEET, THROUGH A CENTRAL ANGLE OF 7 DEGREES 59 MINUTES 11 SECONDS, A DISTANCE OF 404.22 FEET TO THE POINT OF BEGINNING;  
THENCE CONTINUING ALONG SAID CENTERLINE, NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2,900.00 FEET, THROUGH A CENTRAL ANGLE OF 11 DEGREES 31 MINUTES 10 SECONDS, A DISTANCE OF 583.05 FEET;  
THENCE DEPARTING SAID CENTERLINE SOUTH 77 DEGREES 04 MINUTES 34 SECONDS EAST, A DISTANCE OF 1,049.34 FEET TO A POINT OF CURVE TO THE RIGHT;  
THENCE SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 350.00 FEET, THROUGH A CENTRAL ANGLE OF 47 DEGREES 02 MINUTES 07 SECONDS, A DISTANCE OF 287.32 FEET;  
THENCE SOUTH 30 DEGREES 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 96.06 FEET;  
THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 94.31 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, WITH A CHORD BEARING OF SOUTH 73 DEGREES 12 MINUTES 54 SECONDS WEST, A CHORD DISTANCE OF 641.17 FEET;  
THENCE WESTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1,500.00 FEET, THROUGH A CENTRAL ANGLE OF 24 DEGREES 40 MINUTES 53 SECONDS, A DISTANCE OF 646.16 FEET;  
THENCE SOUTH 60 DEGREES 52 MINUTES 27 SECONDS WEST, A DISTANCE OF 127.84 FEET TO THE POINT OF A NON-TANGENT CURVE CONCAVE TO THE EAST, WITH A CHORD BEARING OF NORTH 22 DEGREES 12 MINUTES 55 SECONDS WEST, A CHORD DISTANCE OF 113.38 FEET;  
THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 365.00 FEET, THROUGH A CENTRAL ANGLE OF 17 DEGREES 52 MINUTES 14 SECONDS, A DISTANCE OF 113.84 FEET;  
THENCE NORTH 61 DEGREES 37 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.86 FEET;  
THENCE NORTH 05 DEGREES 07 MINUTES 32 SECONDS WEST, A DISTANCE OF 138.94 FEET;  
THENCE NORTH 64 DEGREES 57 MINUTES 26 SECONDS WEST, A DISTANCE OF 254.24 FEET TO A POINT OF CURVE TO THE LEFT;  
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 150.50 FEET, THROUGH A CENTRAL ANGLE OF 53 DEGREES 24 MINUTES 57 SECONDS, A DISTANCE OF 140.31 FEET;  
THENCE SOUTH 61 DEGREES 37 MINUTES 37 SECONDS WEST, A DISTANCE OF 249.67 FEET TO A POINT OF CURVE TO THE RIGHT;  
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 69.50 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 40 MINUTES 38 SECONDS, A DISTANCE OF 34.79 FEET;  
THENCE NORTH 89 DEGREES 41 MINUTES 45 SECONDS WEST, A DISTANCE OF 38.14 FEET TO A POINT OF CURVE TO THE RIGHT;  
THENCE WESTERLY ALONG SAID CURVE, HAVING A RADIUS OF 69.50 FEET, THROUGH A CENTRAL ANGLE OF 28 DEGREES 53 MINUTES 43 SECONDS, A DISTANCE OF 35.05 FEET;  
THENCE NORTH 60 DEGREES 48 MINUTES 01 SECOND WEST, A DISTANCE OF 107.70 FEET TO THE POINT OF BEGINNING.

RETENTION VOLUME RESPONSIBILITY TABLE

| LOT | RETENTION VOLUME REQUIRED (CF) |           | RETENTION VOLUME PROVIDED (CF) |
|-----|--------------------------------|-----------|--------------------------------|
|     | FIRST FLUSH                    | 100YR 2HR |                                |
| 1   | 23,062                         | 80,664    | 98,096                         |
| 2   | —                              | 28,372    | 28,933                         |
| 3   | —                              | 9,379     | 9,865                          |
| 4   | 15,744                         | 44,712    | 67,937                         |
| 5   | 8,104                          | —         | 22,644                         |

LAND AREA TABLE:

| LOT       | NET                | NET         | GROSS              | GROSS       |
|-----------|--------------------|-------------|--------------------|-------------|
| 1         | 738,188 Sq. Feet   | 16.95 Acres | 766,313 Sq. Feet   | 17.59 Acres |
| 2         | 117,717 Sq. Feet   | 2.70 Acres  | 117,717 Sq. Feet   | 2.70 Acres  |
| 3         | 45,928 Sq. Feet    | 1.06 Acres  | 45,928 Sq. Feet    | 1.06 Acres  |
| 4         | 600,347 Sq. Feet   | 13.78 Acres | 638,831 Sq. Feet   | 14.67 Acres |
| 5         | 198,871 Sq. Feet   | 4.57Acres   | 204,875 Sq. Feet   | 4.70 Acres  |
| TOTAL R/W | 72,620 Sq. Feet    | 1.67 Acres  | —                  | —           |
| TOTAL     | 1,773,665 Sq. Feet | 40.72 Acres | 1,773,665 Sq. Feet | 40.72 Acres |

RIGHT-OF-WAY AREA TABLE:

|                   | NET             | NET        |
|-------------------|-----------------|------------|
| HAPPY VALLEY ROAD | 7,553 Sq. Feet  | 0.18 Acres |
| WEST WING PARKWAY | 65,067 Sq. Feet | 1.49 Acres |
| TOTAL R/W         | 72,620 Sq. Feet | 1.67 Acres |

REVISIONS

DATE

BY

REVISIONS

DATE

BY

AW LAND SURVEYING, INC.

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 EMAIL: DARMILIO@AWLANDSURVEY.COM

THE TRAILHEAD

FINAL PLAT

REGISTERED LAND SURVEYOR

CERTIFICATE NO. 45377

DANIEL D. ARMILIO

Exp. 12/31/2024

ORIGINAL PLAN DATE

08-02-2022

LATEST REVISION DATE

08-11-2023

JOB NUMBER

22-064

SHEET NUMBER

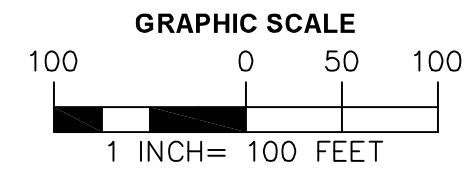
2 OF 7

R220086



| CURVE | RADIUS                | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
|-------|-----------------------|------------|-------------|---------------|--------------|
| C1    | 350.00'               | 287.32'    | 47°02'07"   | S 53°33'30" E | 279.32'      |
| C2    | 1500.00'              | 646.16'    | 24°40'53"   | S 73°12'54" W | 641.18'      |
| C3    | 365.00'               | 113.84'    | 17°52'12"   | S 22°12'55" E | 113.38'      |
| C4    | 150.50'               | 140.31'    | 53°24'59"   | N 88°20'04" E | 135.28'      |
| C5    | 69.50'                | 34.79'     | 28°40'51"   | N 75°58'03" E | 34.43'       |
| C6    | 69.50'                | 35.05'     | 28°53'43"   | N 75°14'54" W | 34.68'       |
| C7    | 2900.00'              | 583.05'    | 11°31'10"   | S 24°36'50" W | 582.07'      |
| C8    | 2900.00'              | 404.22'    | 7°59'11"    | N 34°22'01" E | 403.90'      |
| C9    | 2965.00'              | 601.54'    | 11°37'27"   | S 24°32'09" W | 600.51'      |
| C10   | 2965.00'              | 389.03'    | 7°31'04"    | S 34°06'24" W | 388.75'      |
| C11   | 2965.00'              | 25.58'     | 0°29'40"    | S 38°06'46" W | 25.58'       |
| C12   | 206.31'               | 74.98'     | 20°49'24"   | N 37°49'02" W | 74.57'       |
| C13   | 1435.00'              | 493.92'    | 19°43'16"   | N 71°43'23" E | 491.49'      |
| C14   | 1435.00'              | 9.13'      | 0°21'52"    | S 62°02'41" W | 9.13'        |
| C15   | 1435.00'              | 484.80'    | 19°21'24"   | N 71°54'19" E | 482.49'      |
| C16   | 1420.00'              | 330.67'    | 13°20'31"   | N 88°09'31" E | 329.92'      |
| C17   | 1420.00'              | 52.12'     | 2°06'11"    | S 82°32'21" W | 52.12'       |
| C18   | 1420.00'              | 278.55'    | 11°14'21"   | N 89°12'37" E | 278.10'      |
| C19   | 1425.00'              | 271.79'    | 10°55'41"   | N 79°43'16" W | 271.38'      |
| C20   | 215.00'               | 64.65'     | 17°13'43"   | N 07°18'51" E | 64.41'       |
| C21   | 215.00'               | 30.66'     | 8°10'12"    | S 33°33'29" W | 30.63'       |
| C22   | 285.00'               | 146.74'    | 29°30'03"   | S 22°53'33" W | 145.13'      |
| C23   | 349.16'               | 27.82'     | 4°33'54"    | N 89°54'34" W | 27.81'       |
| C24   | 819.92'               | 27.32'     | 1°54'32"    | N 86°24'37" W | 27.32'       |
| C25   | 687.00'               | 34.32'     | 2°51'45"    | S 87°46'36" W | 34.32'       |
| C26   | 686.97'               | 18.67'     | 1°33'25"    | N 76°26'04" E | 18.67'       |
| C27   | 251.96'               | 33.70'     | 7°39'45"    | S 22°25'41" E | 33.67'       |
| C28   | 342.98'               | 117.63'    | 19°39'00"   | N 28°22'16" W | 117.05'      |
| C29   | 245.00'               | 41.05'     | 9°35'59"    | S 33°23'43" E | 41.00'       |
| C30   | INTENTIONALLY DELETED |            |             |               |              |
| C31   | 1500.00'              | 1148.80'   | 43°52'51"   | S 83°48'08" W | 1120.93'     |
| C32   | 1500.00'              | 505.74'    | 19°19'05"   | S 71°31'14" W | 503.35'      |
| C33   | 1500.00'              | 233.80'    | 8°55'50"    | S 85°38'41" W | 233.56'      |
| C34   | 1595.00'              | 167.37'    | 6°00'44"    | S 67°13'52" W | 167.29'      |
| C35   | 1565.00'              | 129.17'    | 4°43'44"    | S 64°13'34" W | 129.13'      |
| C36   | 1565.00'              | 200.73'    | 7°20'55"    | S 77°12'59" W | 200.59'      |

APN: 201-20-581R  
OWNER: ARIZONA STATE LAND DEPARTMENT



SOUTHWEST CORNER  
SECTION 2  
NORTHWEST CORNER  
SECTION 11  
T1N, R1W  
FD ALUMINUM CAP FLUSH

APN: 201-14-013G  
OWNER: ILIOI IONEL

APN: 201-14-016D  
OWNER: SHINE AZ LLC

APN: 201-14-632  
OWNER: 83 MARKETPLACE LLC

APN: 201-14-629  
OWNER: 83 MARKETPLACE LLC

W 1/4 CORNER  
SECTION 11  
T1N, R1W  
FD BRASS CAP IN HANDHOLE

8" UTILITY EASEMENT  
DOC. NO. 2022-0800619, MCR  
TO BE ABANDONED BY THIS PLAT

UTILITY EASEMENT  
DOC. NO. 2022-0800976, MCR  
TO BE ABANDONED BY THIS PLAT

SOUTH LINE - SW 1/4 - SECTION 2  
NORTH LINE - NW 1/4 - SECTION 11

8" UTILITY EASEMENT  
DOC. NO. 2022-0800619, MCR  
TO BE ABANDONED BY THIS PLAT

UTILITY EASEMENT  
DOC. NO. 2022-0800976, MCR  
TO BE ABANDONED BY THIS PLAT

APN: 201-14-575  
OWNER: SUNRISE VISTA COMMUNITY ASSOCIATION INC

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OWNER: SUNRISE VISTA COMMUNITY ASSOCIATION INC

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APN: 201-14-575  
OWNER: SUNRISE VISTA COMMUNITY ASSOCIATION INC

APN: 201-14-575  
OWNER: SUNRISE VISTA COMMUNITY ASSOCIATION INC

LOT 4

LOT 5

LOT 3

LOT 2

LOT 1

APN: 201-20-581R  
OWNER: ARIZONA STATE LAND DEPARTMENT

| LINE | BEARING               | DISTANCE |
|------|-----------------------|----------|
| L1   | S 60°52'27" W         | 92.32'   |
| L2   | S 60°52'27" W         | 35.52'   |
| L3   | N 61°37'36" E         | 30.86'   |
| L4   | N 05°07'32" W         | 138.94'  |
| L5   | N 64°57'26" W         | 254.24'  |
| L6   | S 61°37'37" W         | 249.67'  |
| L7   | N 89°41'45" W         | 38.14'   |
| L8   | N 60°48'01" W         | 42.71'   |
| L9   | N 60°48'01" W         | 65.01'   |
| L10  | N 38°21'36" E         | 25.59'   |
| L11  | N 89°54'01" W         | 82.64'   |
| L12  | S 29°07'33" E         | 85.57'   |
| L13  | S 44°40'02" E         | 23.65'   |
| L14  | S 28°08'30" E         | 37.64'   |
| L15  | S 00°00'00" E         | 16.90'   |
| L16  | S 27°44'28" E         | 43.76'   |
| L17  | INTENTIONALLY DELETED |          |
| L18  | INTENTIONALLY DELETED |          |
| L19  | N 00°35'12" E         | 15.19'   |
| L20  | S 00°34'20" W         | 5.01'    |
| L21  | N 74°15'26" W         | 25.18'   |
| L22  | N 37°07'41" W         | 55.64'   |
| L23  | N 51°38'51" W         | 10.00'   |
| L24  | N 01°18'01" W         | 28.80'   |
| L25  | N 17°45'19" E         | 13.71'   |
| L26  | N 24°31'40" E         | 37.07'   |
| L27  | N 09°49'55" E         | 24.06'   |
| L28  | S 89°07'28" E         | 39.98'   |
| L29  | N 84°39'55" E         | 40.28'   |
| L30  | N 82°18'39" E         | 16.29'   |
| L31  | N 80°49'52" E         | 17.29'   |
| L32  | N 78°44'03" E         | 35.63'   |
| L33  | N 73°06'22" E         | 40.25'   |
| L34  | S 23°15'27" E         | 31.03'   |
| L35  | S 28°22'39" E         | 16.79'   |
| L36  | N 73°06'22" E         | 20.88'   |
| L37  | N 69°30'53" E         | 24.97'   |
| L38  | N 67°00'39" E         | 35.07'   |
| L39  | N 63°44'54" E         | 43.16'   |
| L40  | N 61°40'16" E         | 70.10'   |
| L41  | INTENTIONALLY DELETED |          |
| L42  | INTENTIONALLY DELETED |          |
| L43  | INTENTIONALLY DELETED |          |
| L44  | INTENTIONALLY DELETED |          |
| L45  | INTENTIONALLY DELETED |          |
| L46  | S 15°44'30" E         | 273.31'  |
| L47  | S 15°44'30" E         | 46.51'   |
| L48  | S 15°44'30" E         | 18.95'   |
| L49  | N 89°54'01" W         | 148.43'  |
| L50  | N 89°54'01" W         | 59.80'   |
| L51  | N 89°54'01" W         | 95.95'   |
| L52  | S 89°54'01" E         | 71.80'   |
| L53  | S 61°51'42" E         | 100.94'  |
| L54  | N 15°43'09" E         | 38.85'   |
| L55  | N 61°51'42" E         | 41.72'   |
| L56  | N 61°51'42" E         | 22.10'   |
| L57  | S 68°17'08" E         | 25.43'   |
| L58  | S 28°34'52" E         | 8.37'    |
| L59  | N 61°51'42" E         | 107.20'  |

#### LEGEND

|      |                                                                                |
|------|--------------------------------------------------------------------------------|
| MCR  | MARICOPA COUNTY RECORDS                                                        |
| R/W  | RIGHT-OF-WAY                                                                   |
| DOC. | DOCUMENT                                                                       |
|      | PROPERTY LINE                                                                  |
|      | ADJOINER LINE                                                                  |
|      | CENTER LINE                                                                    |
|      | PROPERTY CORNER<br>SET PK NAIL W/TAG<br>"AWLS 45377"<br>UNLESS OTHERWISE NOTED |
|      | FOUND 1/2" REBAR<br>W/CAP 57382                                                |
|      | FOUND 1/2" REBAR<br>W/CAP 41894                                                |
|      | FOUND BRASS CAP FLUSH<br>UNLESS OTHERWISE NOTED                                |

AW LAND SURVEYING, LLC

P.O. BOX 2170, CHANDLER, AZ 85244  
(480) 244-7630 EMAIL: DARMILIO@AWLANDSURVEY.COM

THE TRAILHEAD

FINAL PLAT

REGISTERED LAND SURVEYOR  
45377  
DANIEL D. ARMILIO  
AZ 00000001  
Expires 12/31/2024

ORIGINAL PLAN DATE  
08-02-2022

LATEST REVISION DATE  
08-11-2023

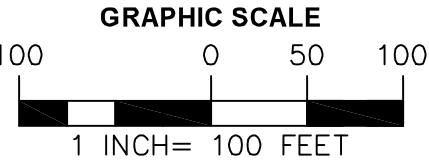
JOB NUMBER  
22-064

SHEET NUMBER  
3 OF 7



| SEWER EASEMENT CURVE TABLE |          |            |             |               |              |
|----------------------------|----------|------------|-------------|---------------|--------------|
| CURVE                      | RADIUS   | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| EC1                        | 1565.00' | 105.13'    | 3°50'56"    | S 78°57'59" W | 105.11'      |
| EC2                        | 1565.00' | 58.60'     | 2°08'44"    | N 75°58'09" E | 58.60'       |
| EC3                        | 1500.00' | 30.86'     | 1°10'43"    | S 82°06'36" W | 30.86'       |
| EC4                        | 1420.00' | 20.21'     | 0°48'56"    | N 81°58'54" E | 20.21'       |
| EC5                        | 1420.00' | 2.14'      | 0°05'11"    | N 81°31'51" E | 2.14'        |

| SEWER EASEMENT LINE TABLE |               |          |
|---------------------------|---------------|----------|
| LINE                      | BEARING       | DISTANCE |
| EL1                       | N 14°53'01" W | 47.33'   |
| EL2                       | N 73°20'55" E | 29.40'   |
| EL3                       | N 16°15'04" W | 154.59'  |
| EL4                       | N 05°38'13" E | 83.33'   |
| EL5                       | S 05°38'13" W | 63.28'   |
| EL6                       | S 82°26'52" E | 15.15'   |
| EL7                       | S 07°33'08" W | 12.00'   |
| EL8                       | N 82°26'52" W | 14.75'   |
| EL9                       | S 05°38'13" W | 9.46'    |
| EL10                      | S 16°15'04" E | 118.68'  |
| EL11                      | S 00°14'07" W | 115.14'  |
| EL12                      | N 89°59'45" W | 20.00'   |
| EL13                      | S 00°14'07" W | 117.96'  |
| EL14                      | N 28°08'18" W | 147.82'  |
| EL15                      | N 64°10'21" W | 37.88'   |
| EL16                      | S 28°08'18" E | 154.33'  |
| EL17                      | S 61°51'42" W | 20.00'   |
| EL18                      | S 61°44'45" W | 186.34'  |
| EL19                      | N 28°22'16" W | 20.00'   |
| EL20                      | N 61°44'45" E | 196.59'  |
| EL21                      | S 64°10'21" E | 54.59'   |
| EL22                      | N 74°44'21" E | 8.07'    |
| EL23                      | S 15°44'30" E | 12.00'   |
| EL24                      | S 74°44'46" W | 7.96'    |
| EL25                      | S 14°35'02" E | 67.93'   |
| EL26                      | N 61°51'42" E | 5.00'    |



WATERLINE EASEMENT  
LINE AND CURVE TABLE  
SEE SHEET 6

LEGEND

- MCR

R/W

DOC.
- MARICOPA COUNTY RECORDS

RIGHT-OF-WAY

DOCUMENT

PROPERTY LINE

ADJOINER LINE

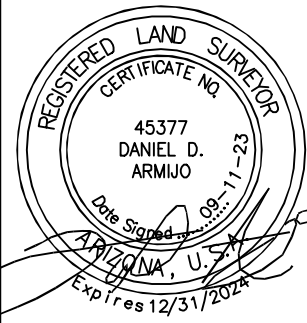
CENTER LINE

PROPERTY CORNER  
SET PK NAIL W/TAG  
"AWLS 45377"  
UNLESS OTHERWISE NOTED

FOUND 1/2" REBAR  
W/CAP 57382

FOUND 1/2" REBAR  
W/CAP 41894

FOUND BRASS CAP FLUSH  
UNLESS OTHERWISE NOTED





| TEMPORARY DRAINAGE EASEMENT CURVE TABLE |          |            |             |               |              |
|-----------------------------------------|----------|------------|-------------|---------------|--------------|
| CURVE                                   | RADIUS   | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| TDC1                                    | 1548.93' | 157.61'    | 5°49'49"    | S 82°47'36" W | 157.54'      |
| TDC2                                    | 1500.00' | 153.73'    | 5°52'20"    | N 76°56'13" E | 153.67'      |
| TDC3                                    | 1608.92' | 196.58'    | 7°00'01"    | S 77°30'08" W | 196.46'      |
| TDC4                                    | 1668.92' | 103.74'    | 3°33'42"    | N 82°47'20" E | 103.73'      |
| TDC5                                    | 20.00'   | 30.98'     | 88°45'20"   | S 20°06'41" E | 27.98'       |
| TDC6                                    | 95.00'   | 79.68'     | 48°03'31"   | S 88°38'50" W | 77.37'       |

| TEMPORARY DRAINAGE EASEMENT LINE TABLE |               |          |
|----------------------------------------|---------------|----------|
| LINE                                   | BEARING       | DISTANCE |
| TDL1                                   | S 30°02'27" E | 83.96'   |
| TDL2                                   | S 00°00'00" E | 44.17'   |
| TDL3                                   | S 10°07'18" E | 50.02'   |
| TDL4                                   | N 15°59'53" W | 110.03'  |
| TDL5                                   | N 08°50'17" W | 60.00'   |
| TDL6                                   | S 46°48'02" E | 172.89'  |
| TDL7                                   | S 65°22'57" E | 91.03'   |
| TDL8                                   | S 19°55'16" W | 158.59'  |
| TDL9                                   | S 64°29'21" E | 265.87'  |
| TDL10                                  | S 20°40'26" W | 52.46'   |
| TDL11                                  | N 66°06'12" W | 177.51'  |
| TDL12                                  | S 62°48'54" W | 154.91'  |
| TDL13                                  | N 26°02'55" W | 68.00'   |
| TDL14                                  | N 24°59'41" E | 349.18'  |

| MULTI-USE TRAIL EASEMENT LINE TABLE |               |          |
|-------------------------------------|---------------|----------|
| LINE                                | BEARING       | DISTANCE |
| ML1                                 | S 62°06'14" E | 11.19'   |
| ML2                                 | N 74°50'32" E | 19.88'   |
| ML3                                 | N 47°39'25" E | 4.99'    |
| ML4                                 | S 77°04'34" E | 956.09'  |
| ML5                                 | S 30°02'27" E | 90.70'   |
| ML6                                 | S 00°00'00" E | 63.40'   |
| ML7                                 | S 70°43'02" W | 12.36'   |
| ML8                                 | S 25°15'04" W | 17.11'   |
| ML9                                 | S 05°53'35" E | 9.47'    |
| ML10                                | S 83°41'19" W | 23.69'   |
| ML11                                | S 60°52'29" W | 5.63'    |
| ML12                                | S 40°49'53" W | 5.88'    |
| ML13                                | S 61°17'12" W | 11.31'   |
| ML14                                | S 31°26'15" W | 6.55'    |
| ML15                                | S 29°07'33" E | 39.73'   |
| ML16                                | N 60°33'54" E | 9.28'    |
| ML17                                | N 41°57'59" E | 9.81'    |
| ML18                                | N 11°45'42" E | 10.42'   |
| ML19                                | N 00°26'24" W | 15.84'   |
| ML20                                | N 05°23'40" W | 6.56'    |
| ML21                                | N 60°52'29" E | 5.73'    |
| ML22                                | N 83°41'19" E | 28.30'   |
| ML23                                | S 58°02'00" E | 21.81'   |
| ML24                                | S 15°44'30" E | 250.15'  |

| MULTI-USE TRAIL EASEMENT CURVE TABLE |          |            |             |               |              |
|--------------------------------------|----------|------------|-------------|---------------|--------------|
| CURVE                                | RADIUS   | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| MC1                                  | 2965.00' | 30.74'     | 0°35'39"    | S 19°01'15" W | 30.74'       |
| MC2                                  | 330.00'  | 270.90'    | 47°02'07"   | S 53°33'30" E | 263.36'      |
| MC3                                  | 40.00'   | 16.74'     | 23°58'22"   | S 70°36'47" W | 16.61'       |
| MC4                                  | 10.58'   | 8.79'      | 47°36'31"   | N 82°25'52" E | 8.54'        |
| MC5                                  | 40.00'   | 16.62'     | 23°48'16"   | S 85°40'00" E | 16.50'       |
| MC6                                  | 1503.66' | 572.77'    | 21°49'30"   | N 70°37'40" E | 569.31'      |
| MC7                                  | 32.00'   | 18.36'     | 32°52'43"   | S 44°26'08" W | 18.11'       |
| MC8                                  | 21.37'   | 14.62'     | 39°12'23"   | N 62°42'39" E | 14.34'       |
| MC9                                  | 30.00'   | 5.03'      | 9°36'36"    | S 24°06'52" W | 5.03'        |
| MC10                                 | 22.00'   | 15.96'     | 41°33'58"   | S 40°05'31" W | 15.61'       |
| MC11                                 | 1493.66' | 568.98'    | 21°49'33"   | S 70°37'28" W | 565.55'      |
| MC12                                 | 30.00'   | 12.46'     | 23°48'16"   | N 85°40'00" W | 12.37'       |
| MC13                                 | 20.58'   | 17.10'     | 47°36'31"   | S 82°25'52" W | 16.61'       |
| MC14                                 | 30.00'   | 12.46'     | 23°48'16"   | S 70°31'44" W | 12.37'       |
| MC15                                 | 1565.00' | 20.12'     | 0°44'12"    | S 80°31'21" W | 20.12'       |

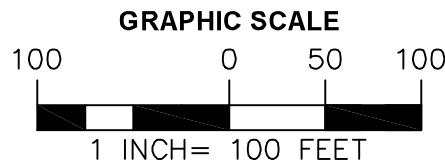
| DRAINAGE EASEMENT |               |          |
|-------------------|---------------|----------|
| LINE              | BEARING       | DISTANCE |
| DL1               | S 38°21'36" W | 108.97'  |
| DL2               | S 51°38'24" E | 135.78'  |
| DL3               | N 38°37'09" E | 53.42'   |
| DL4               | S 51°43'11" E | 23.48'   |
| DL5               | S 38°39'36" W | 5.35'    |
| DL6               | S 51°20'24" E | 17.63'   |
| DL7               | N 38°39'36" E | 62.01'   |
| DL8               | N 51°20'24" W | 40.48'   |
| DL9               | N 38°39'36" E | 64.31'   |
| DL10              | S 51°20'24" E | 39.87'   |
| DL11              | N 38°39'36" E | 33.39'   |
| DL12              | S 51°20'24" E | 30.64'   |
| DL13              | S 38°39'36" W | 25.05'   |
| DL14              | S 49°37'09" E | 27.61'   |
| DL15              | N 38°21'09" E | 15.82'   |
| DL16              | S 51°38'51" E | 10.00'   |
| DL17              | S 38°21'09" W | 26.18'   |
| DL18              | N 49°37'09" W | 37.67'   |
| DL19              | S 38°39'36" W | 19.81'   |
| DL20              | S 51°20'24" E | 17.99'   |
| DL21              | S 38°39'36" W | 108.52'  |
| DL22              | S 49°03'46" E | 12.39'   |
| DL23              | N 38°21'09" E | 15.77'   |
| DL24              | S 51°38'51" E | 10.00'   |
| DL25              | S 38°21'09" W | 26.23'   |
| DL26              | N 49°03'46" W | 22.45'   |
| DL27              | S 38°39'36" W | 21.55'   |
| DL28              | N 51°20'24" W | 30.98'   |
| DL29              | S 38°39'36" W | 12.99'   |
| DL30              | N 51°20'24" W | 58.13'   |
| DL31              | N 62°13'20" E | 34.16'   |
| DL32              | N 10°02'09" W | 67.84'   |
| DL33              | S 89°47'13" E | 155.38'  |
| DL34              | N 57°27'20" E | 28.16'   |
| DL35              | N 22°50'56" W | 16.64'   |
| DL36              | N 63°56'07" E | 86.70'   |
| DL37              | S 43°51'42" E | 33.42'   |
| DL38              | S 66°10'09" W | 56.09'   |
| DL39              | S 79°38'38" W | 135.42'  |
| DL40              | S 88°29'57" W | 130.60'  |
| DL41              | S 61°37'14" W | 12.12'   |

| DRAINAGE EASEMENT |               |          |
|-------------------|---------------|----------|
| LINE              | BEARING       | DISTANCE |
| DL42              | S 27°56'07" E | 11.50'   |
| DL43              | S 62°03'53" W | 10.00'   |
| DL44              | N 27°56'07" W | 11.43'   |
| DL45              | S 61°37'14" W | 137.02'  |
| DL46              | N 28°22'46" W | 29.51'   |
| DL47              | N 61°37'14" E | 159.14'  |
| DL48              | S 28°22'46" E | 29.51'   |
| DL49              | N 83°02'57" E | 53.83'   |
| DL50              | N 60°48'44" W | 29.52'   |
| DL51              | S 29°11'16" E | 133.36'  |
| DL52              | S 60°48'44" W | 29.52'   |
| DL53              | N 29°11'16" W | 10.73'   |
| DL54              | S 60°48'44" W | 12.43'   |
| DL55              | N 29°11'16" W | 10.00'   |
| DL56              | N 60°48'44" E | 12.43'   |
| DL57              | N 29°11'16" W | 112.63'  |
| DL58              | N 52°51'42" W | 36.57'   |
| DL59              | S 76°28'57" W | 10.00'   |
| DL60              | N 13°31'03" W | 12.43'   |
| DL61              | S 76°52'43" W | 73.14'   |
| DL62              | N 12°52'48" W | 31.03'   |
| DL63              | N 77°01'13" E | 87.82'   |
| DL64              | S 11°49'00" E | 30.82'   |
| DL65              | S 76°52'43" W | 4.11'    |
| DL66              | S 13°31'03" E | 12.36'   |
| DL67              | S 58°09'51" E | 11.58'   |
| DL68              | N 71°21'12" E | 43.13'   |
| DL69              | S 14°00'27" E | 15.03'   |
| DL70              | S 71°21'12" W | 41.52'   |
| DL71              | S 61°37'44" W | 125.92'  |
| DL72              | N 28°22'16" W | 7.48'    |
| DL73              | S 61°37'44" W | 29.11'   |
| DL74              | N 30°29'33" W | 7.51'    |
| DL75              | N 61°37'44" E | 129.96'  |
| DL76              | S 55°04'29" W | 8.47'    |
| DL77              | S 04°39'45" E | 26.13'   |
| DL78              | S 71°22'35" W | 17.29'   |
| DL79              | N 64°57'26" W | 105.77'  |
| DL80              | N 25°02'34" E | 22.00'   |
| DL81              | S 64°57'26" E | 149.26'  |

| DRAINAGE EASEMENT |          |            |             |               |              |
|-------------------|----------|------------|-------------|---------------|--------------|
| CURVE             | RADIUS   | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| DC1               | 322.68'  | 132.18'    | 23°28'12"   | N 78°44'06" E | 131.26'      |
| DC2               | 14.00'   | 24.90'     | 101°54'26"  | S 14°44'57" W | 21.75'       |
| DC3               | 1286.60' | 212.10'    | 9°26'43"    | S 71°11'22" W | 211.86'      |
| DC4               | 83.05'   | 46.31'     | 31°56'58"   | N 48°54'51" W | 45.71'       |

## LEGEND

|      |                                                                                |
|------|--------------------------------------------------------------------------------|
| MCR  | MARICOPA COUNTY RECORDS                                                        |
| R/W  | RIGHT-OF-WAY                                                                   |
| DOC. | DOCUMENT                                                                       |
| —    | PROPERTY LINE                                                                  |
| —    | ADJOINER LINE                                                                  |
| —    | CENTER LINE                                                                    |
| △    | PROPERTY CORNER<br>SET PK NAIL W/TAG<br>"AWLS 45377"<br>UNLESS OTHERWISE NOTED |
| ○    | FOUND 1/2" REBAR<br>W/CAP 57382                                                |
| ◇    | FOUND 1/2" REBAR<br>W/CAP 41894                                                |
| ⊙    | FOUND BRASS CAP FLUSH<br>UNLESS OTHERWISE NOTED                                |



REVISIONS

AW LAND SURVEYING, LLC

FINAL PLAT

THE TRAILHEAD

5 OF 7

REGISTERED LAND SURVEYOR  
45377  
DANIEL D. ARMAJO  
ARIZONA, U.S.A.  
Exp 12/31/2024

ORIGINAL PLAN DATE  
09-02-2022

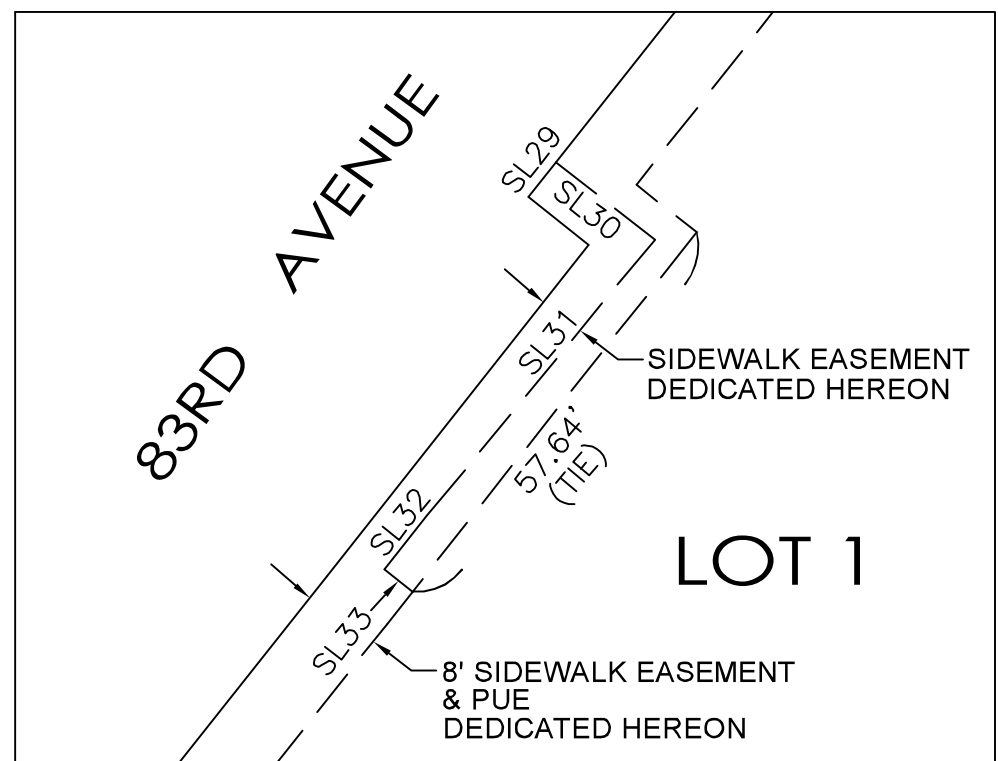
LATEST REVISION DATE  
09-11-2023

JOB NUMBER  
22-064

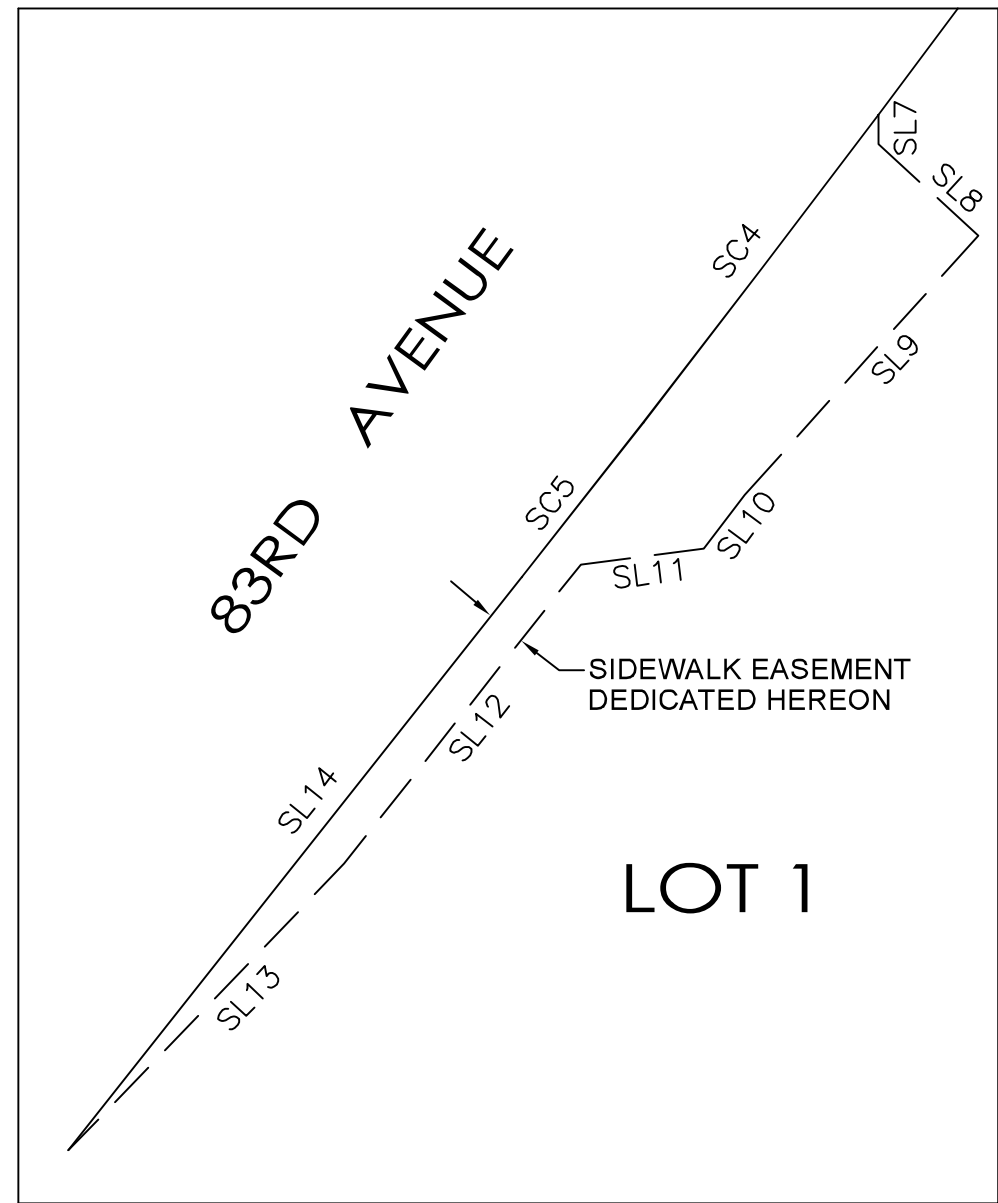
SHEET NUMBER  
5 OF 7

R220086

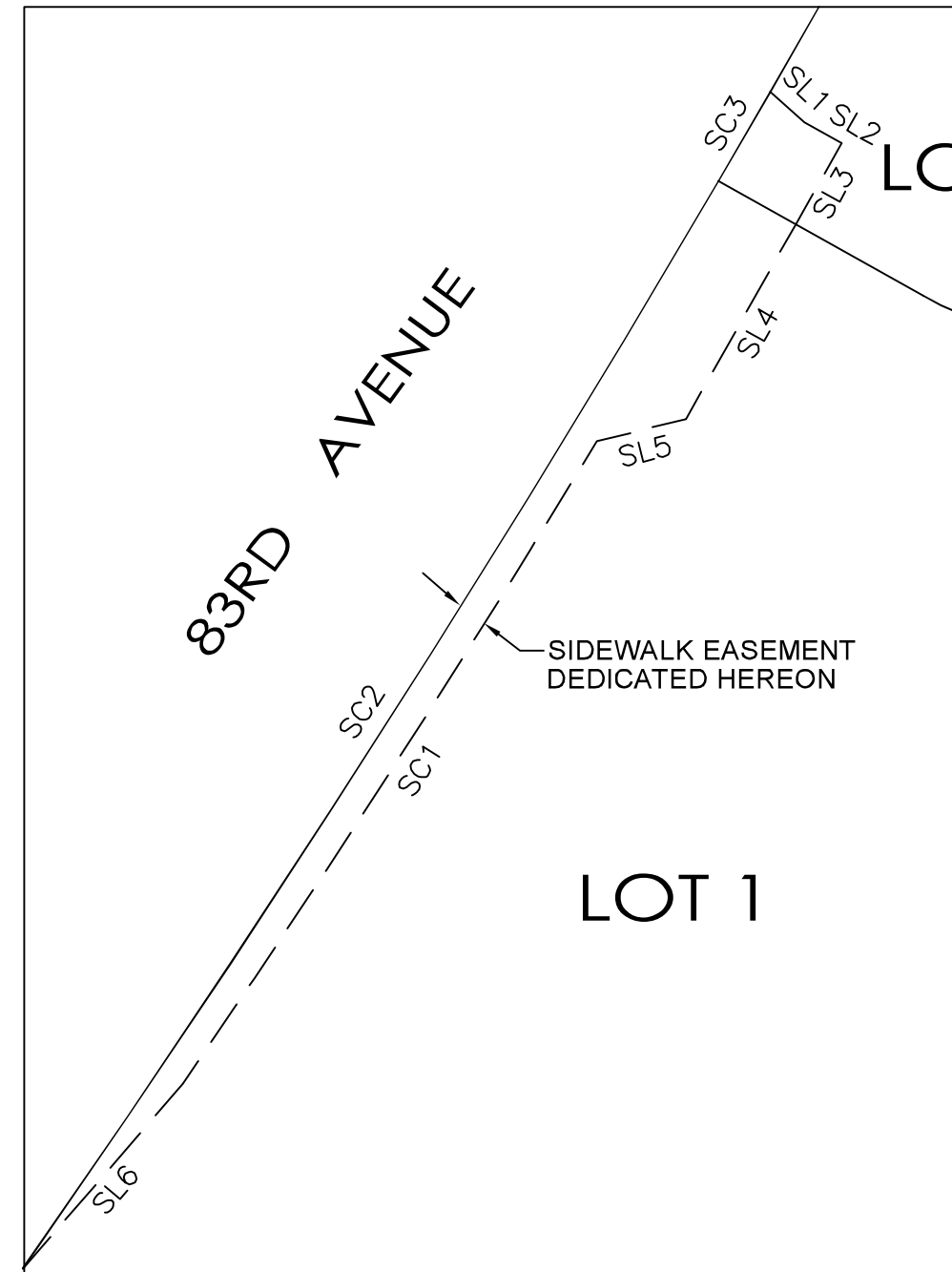




**SIDEWALK ESMT DETAIL 1**  
NOT TO SCALE

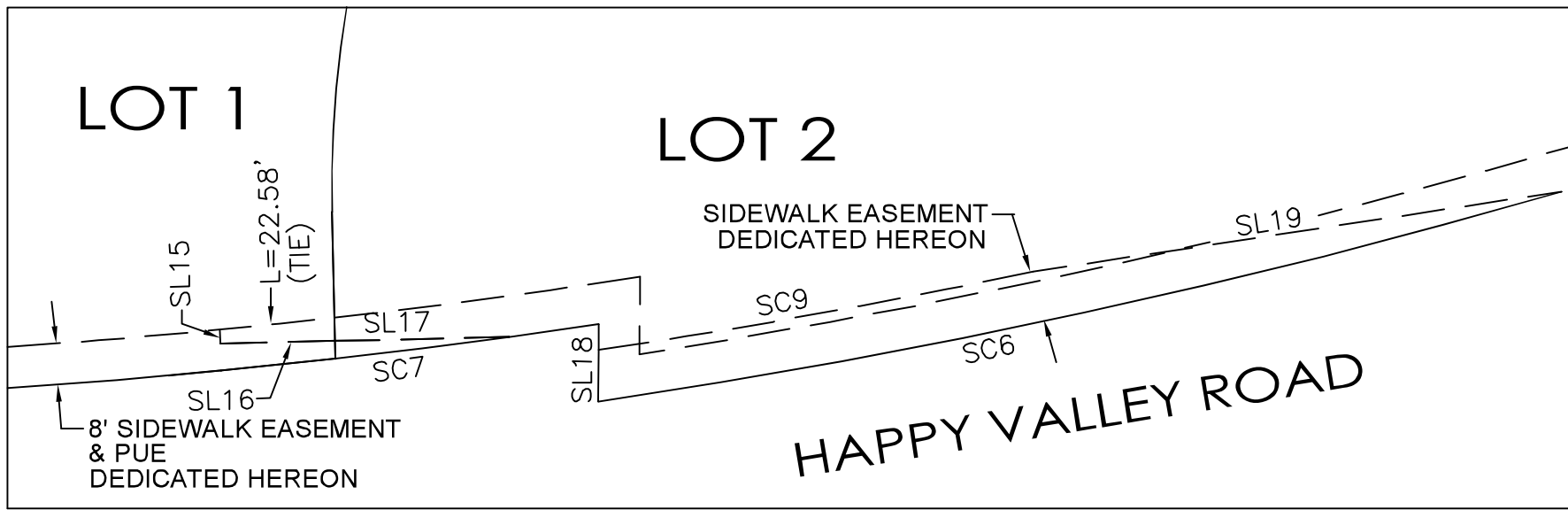


**SIDEWALK ESMT DETAIL 2**  
NOT TO SCALE

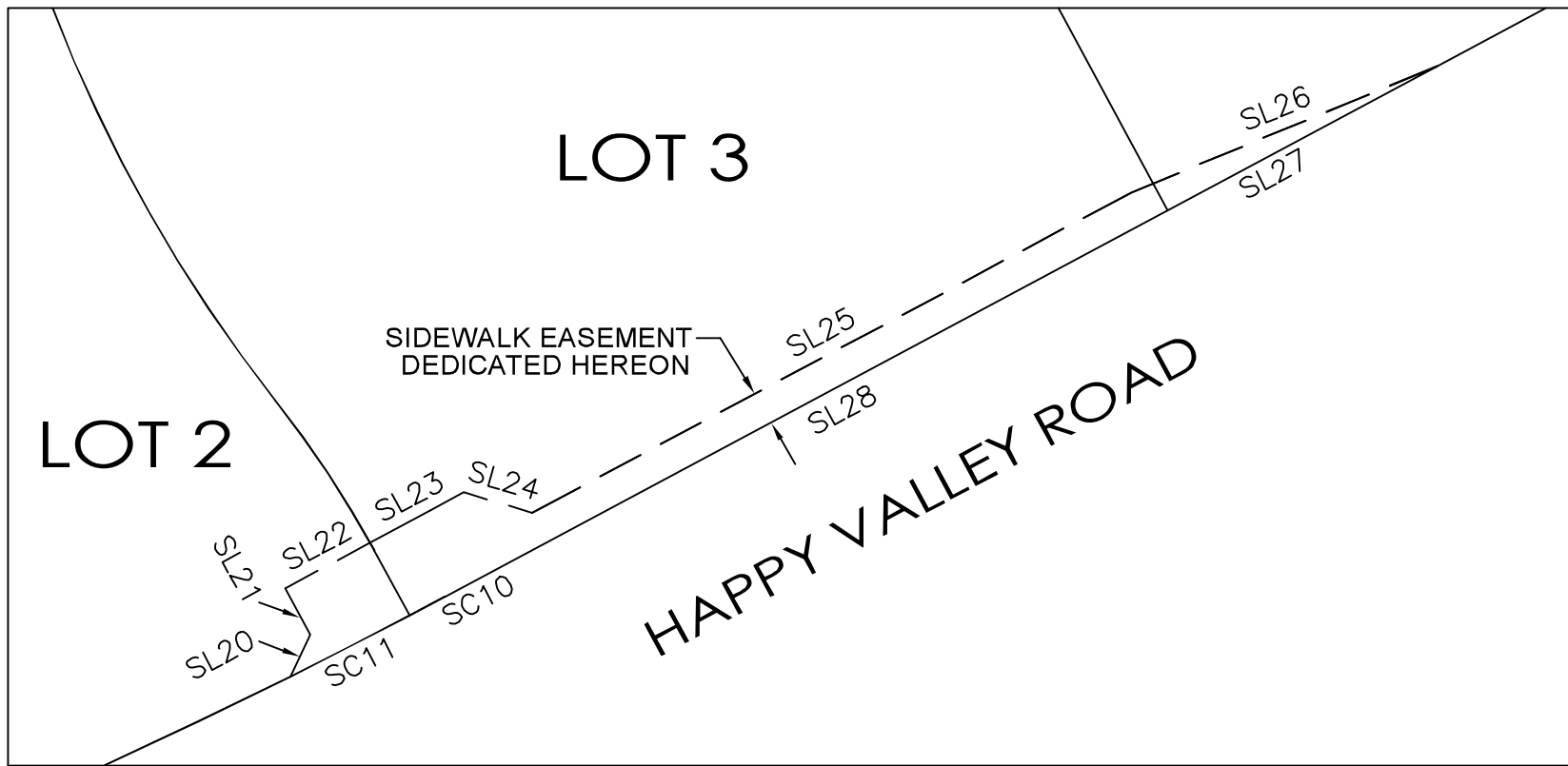


**SIDEWALK ESMT DETAIL 3**  
NOT TO SCALE

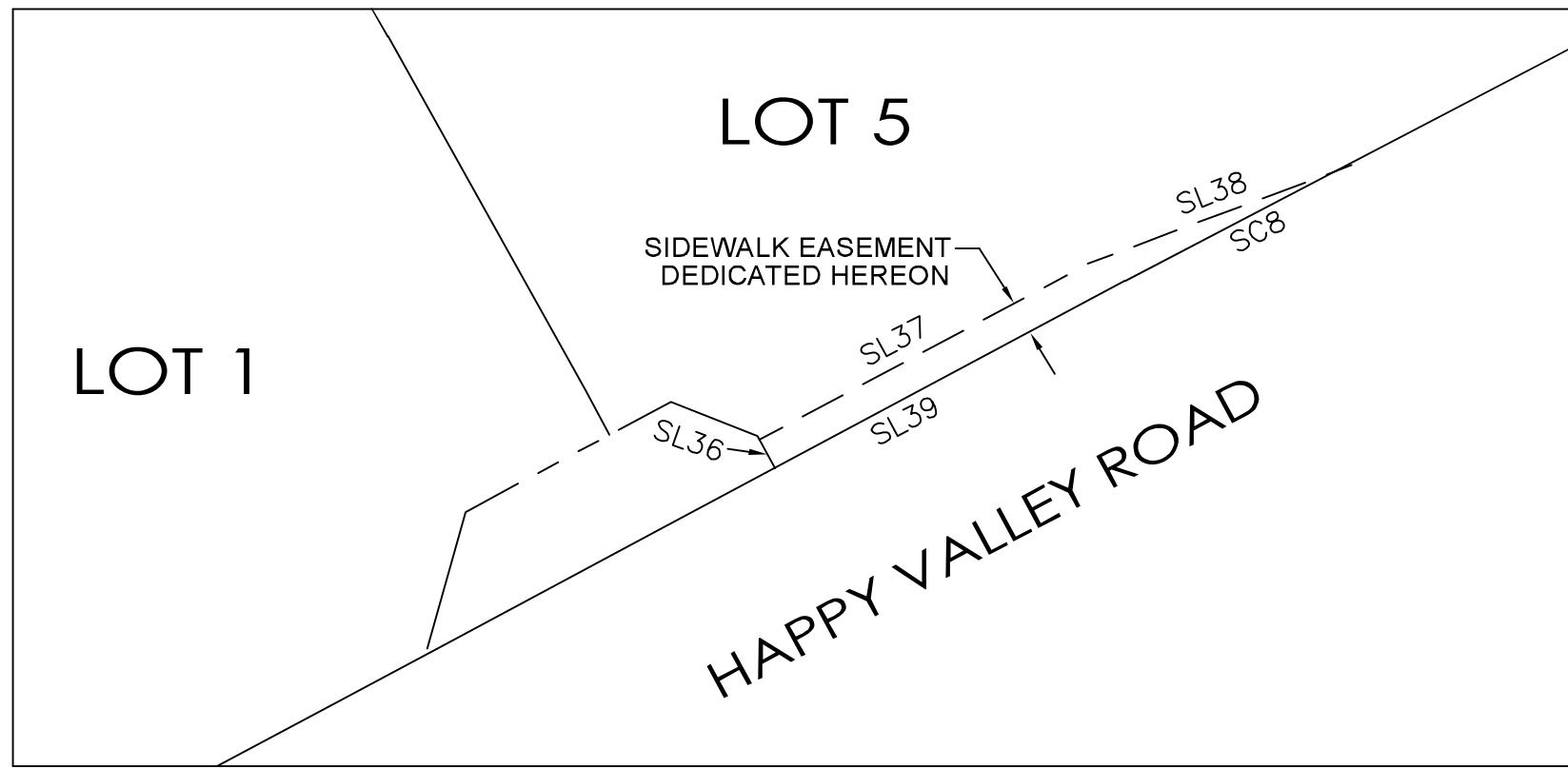
| SIDEWALK EASEMENT CURVE TABLE |          |            |             |               |              |
|-------------------------------|----------|------------|-------------|---------------|--------------|
| CURVE                         | RADIUS   | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| SC1                           | 2529.24' | 139.04'    | 3°08'59"    | S 32°47'50" W | 139.02'      |
| SC2                           | 2965.00' | 235.06'    | 4°32'32"    | N 32°37'09" E | 235.00'      |
| SC3                           | 2965.00' | 18.96'     | 0°21'59"    | S 30°09'53" W | 18.96'       |
| SC4                           | 2965.00' | 50.41'     | 0°58'27"    | S 37°22'43" W | 50.41'       |
| SC5                           | 2965.00' | 25.58'     | 0°29'40"    | N 38°06'46" E | 25.58'       |
| SC6                           | 1435.00' | 193.63'    | 7°43'52"    | S 77°43'03" W | 193.48'      |
| SC7                           | 1420.00' | 34.35'     | 1°23'09"    | S 82°53'51" W | 34.35'       |
| SC8                           | 1565.00' | 58.10'     | 2°07'37"    | S 62°55'31" W | 58.09'       |
| SC9                           | 1425.00' | 86.59'     | 3°28'53"    | S 79°46'43" W | 86.57'       |
| SC10                          | 1435.00' | 9.15'      | 0°21'55"    | N 62°02'40" E | 9.15'        |
| SC11                          | 1435.00' | 30.38'     | 1°12'47"    | N 62°50'01" E | 30.38'       |



**SIDEWALK ESMT DETAIL 4**  
NOT TO SCALE



**SIDEWALK ESMT DETAIL 5**  
NOT TO SCALE

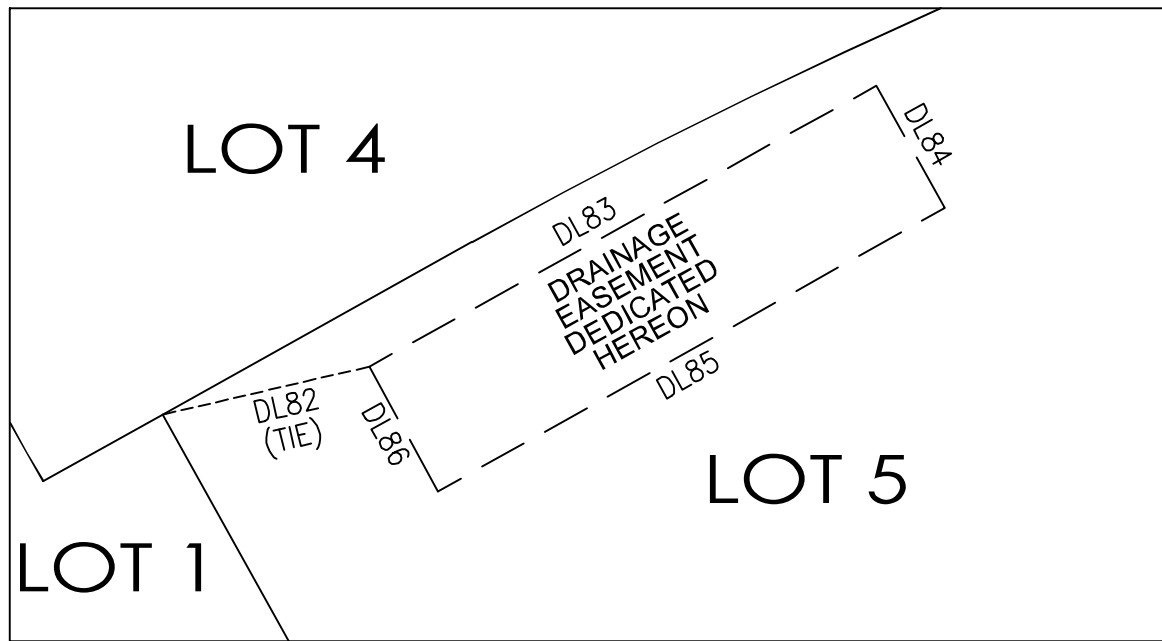


**SIDEWALK ESMT DETAIL 6**  
NOT TO SCALE

| SIDEWALK EASEMENT LINE TABLE |               |          |
|------------------------------|---------------|----------|
| LINE                         | BEARING       | DISTANCE |
| SL1                          | S 47°53'50" E | 8.28'    |
| SL2                          | S 60°45'19" E | 7.80'    |
| SL3                          | S 29°27'32" W | 17.00'   |
| SL4                          | S 29°27'32" W | 40.62'   |
| SL5                          | S 75°49'59" W | 16.74'   |
| SL6                          | S 40°53'42" W | 44.54'   |
| SL7                          | S 00°00'00" E | 3.86'    |
| SL8                          | S 47°34'29" E | 17.59'   |
| SL9                          | S 41°59'36" W | 45.40'   |
| SL10                         | S 37°10'48" W | 8.84'    |
| SL11                         | S 82°46'12" W | 16.12'   |
| SL12                         | S 38°21'36" W | 49.69'   |
| SL13                         | S 43°53'26" W | 51.81'   |
| SL14                         | N 38°21'36" E | 95.21'   |
| SL15                         | N 01°18'01" W | 2.72'    |
| SL16                         | N 88°41'56" E | 22.50'   |
| SL17                         | N 88°41'56" E | 34.17'   |
| SL18                         | N 00°35'16" E | 10.13'   |
| SL19                         | N 81°24'36" E | 104.93'  |
| SL20                         | N 25°12'18" E | 10.43'   |

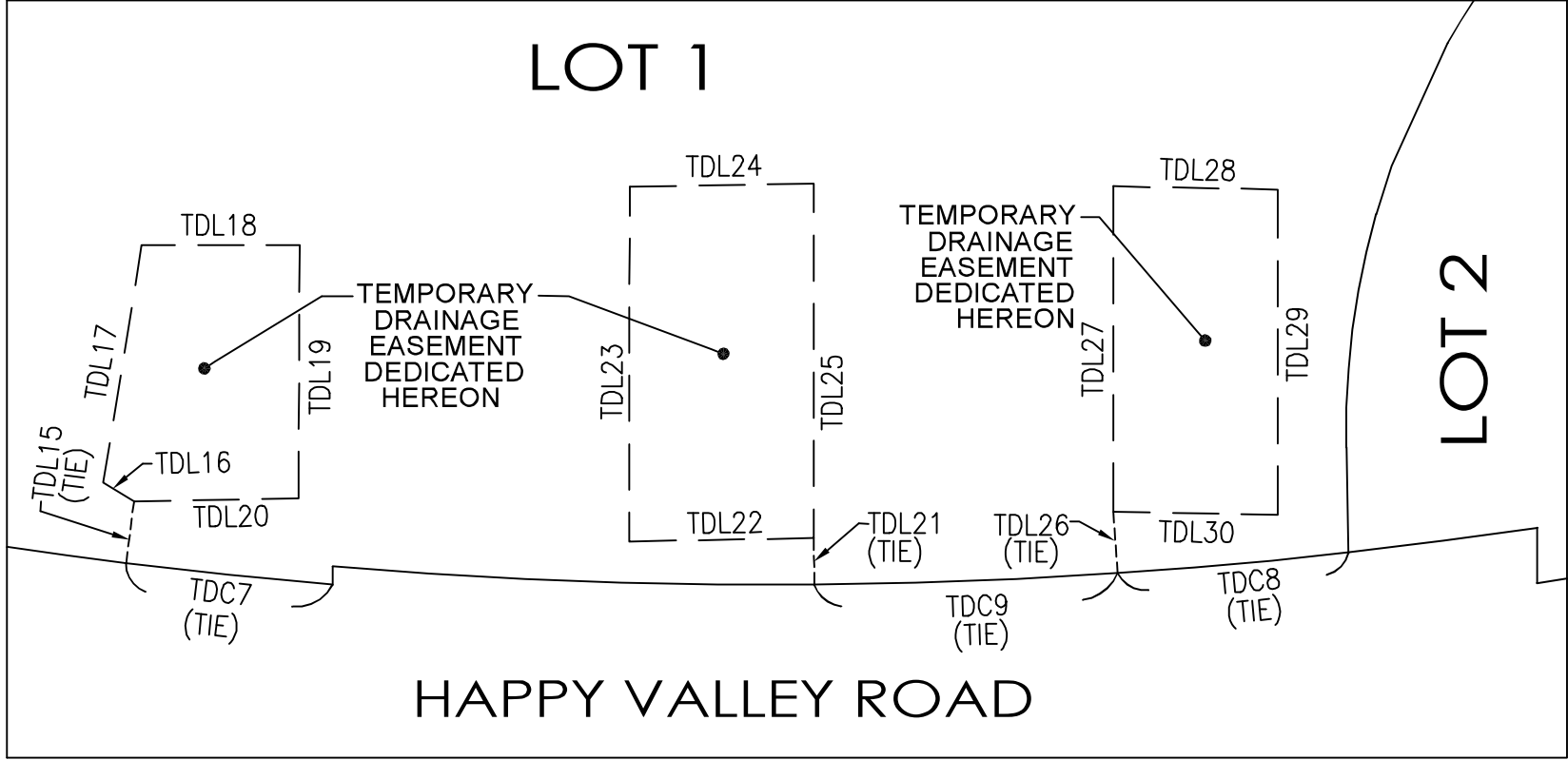
| SIDEWALK EASEMENT LINE TABLE |                       |          |
|------------------------------|-----------------------|----------|
| LINE                         | BEARING               | DISTANCE |
| SL21                         | N 28°22'50" W         | 12.05'   |
| SL22                         | N 61°41'00" E         | 21.98'   |
| SL23                         | N 61°41'00" E         | 24.25'   |
| SL24                         | S 73°15'17" E         | 16.24'   |
| SL25                         | N 61°51'42" E         | 154.97'  |
| SL26                         | N 67°34'20" E         | 75.49'   |
| SL27                         | S 61°51'42" W         | 69.74'   |
| SL28                         | S 61°51'42" W         | 186.88'  |
| SL29                         | N 38°21'36" E         | 5.76'    |
| SL30                         | S 52°05'28" E         | 16.35'   |
| SL31                         | S 39°33'28" W         | 46.52'   |
| SL32                         | S 38°09'21" W         | 9.00'    |
| SL33                         | S 51°38'24" E         | 2.59'    |
| SL34                         | INTENTIONALLY DELETED |          |
| SL35                         | INTENTIONALLY DELETED |          |
| SL36                         | N 28°34'52" W         | 7.51'    |
| SL37                         | N 61°51'42" E         | 95.38'   |
| SL38                         | N 69°32'25" E         | 64.17'   |
| SL39                         | S 61°51'42" W         | 100.94'  |

| DRAINAGE EASEMENT LINE TABLE |               |          |
|------------------------------|---------------|----------|
| LINE                         | BEARING       | DISTANCE |
| DL82                         | N 76°54'16" E | 55.25'   |
| DL83                         | N 61°01'17" E | 151.01'  |
| DL84                         | S 29°12'47" E | 36.51'   |
| DL85                         | S 60°47'13" W | 151.16'  |
| DL86                         | N 28°58'43" W | 37.12'   |

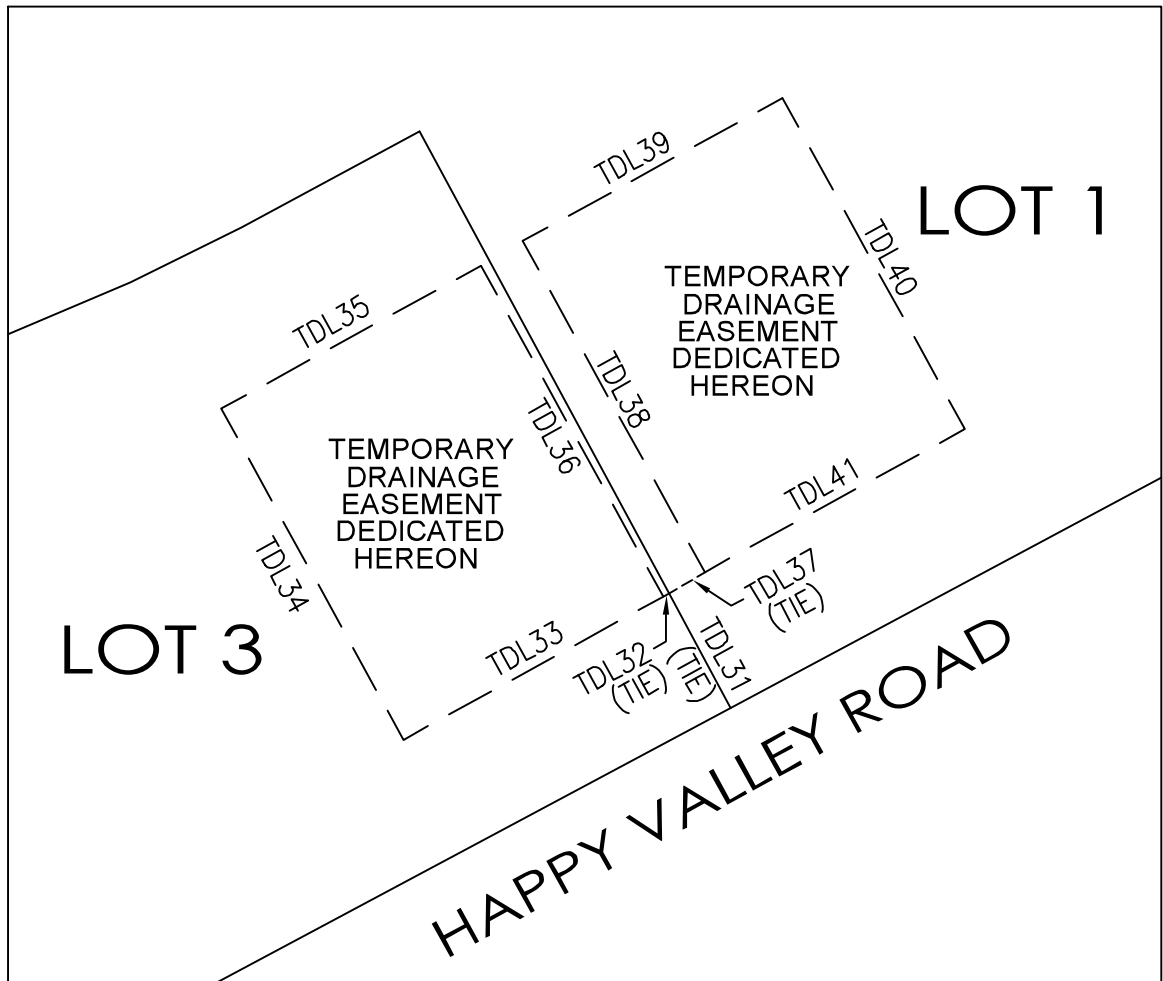


**DRAINAGE EASEMENT DETAIL C**

| WATERLINE EASEMENT CURVE TABLE |          |            |             |               |              |
|--------------------------------|----------|------------|-------------|---------------|--------------|
| CURVE                          | RADIUS   | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| WC1                            | 2965.00' | 14.47'     | 0°16'46"    | N 37°43'33" E | 14.47'       |
| WC2                            | 2965.00' | 20.00'     | 0°23'12"    | N 37°23'34" E | 20.00'       |
| WC3                            | 1500.00' | 20.05'     | 0°45'57"    | S 81°54'12" W | 20.05'       |
| WC4                            | 1500.00' | 85.59'     | 3°16'10"    | S 83°55'16" W | 85.58'       |
| WC5                            | 2965.00' | 20.00'     | 0°23'11"    | S 30°39'00" W | 20.00'       |
| WC6                            | 2965.00' | 5.63'      | 0°06'31"    | S 30°24'08" W | 5.63'        |



**TEMPORARY DRAINAGE EASEMENT DETAIL A**  
NOT TO SCALE



**TEMPORARY DRAINAGE EASEMENT DETAIL B**  
NOT TO SCALE

| TEMPORARY DRAINAGE EASEMENT LINE TABLE |               |          |
|----------------------------------------|---------------|----------|
| LINE                                   | BEARING       | DISTANCE |
| TDL15                                  | N 07°05'48" E | 17.04'   |
| TDL16                                  | N 58°49'32" W | 9.86'    |
| TDL17                                  | N 09°14'19" E | 65.86'   |
| TDL18                                  | N 90°00'00" E | 43.20'   |
| TDL19                                  | S 00°13'40" W | 69.27'   |
| TDL20                                  | S 88°55'51" W | 45.07'   |
| TDL21                                  | N 00°29'39" W | 12.75'   |
| TDL22                                  | S 88°59'42" W | 50.49'   |
| TDL23                                  | N 00°01'53" E | 97.05'   |
| TDL24                                  | N 89°00'35" E | 50.49'   |
| TDL25                                  | S 00°01'53" W | 97.04'   |
| TDL26                                  | N 03°50'48" W | 16.84'   |
| TDL27                                  | N 00°00'00" W | 89.09'   |
| TDL28                                  | S 88°54'50" E | 45.02'   |

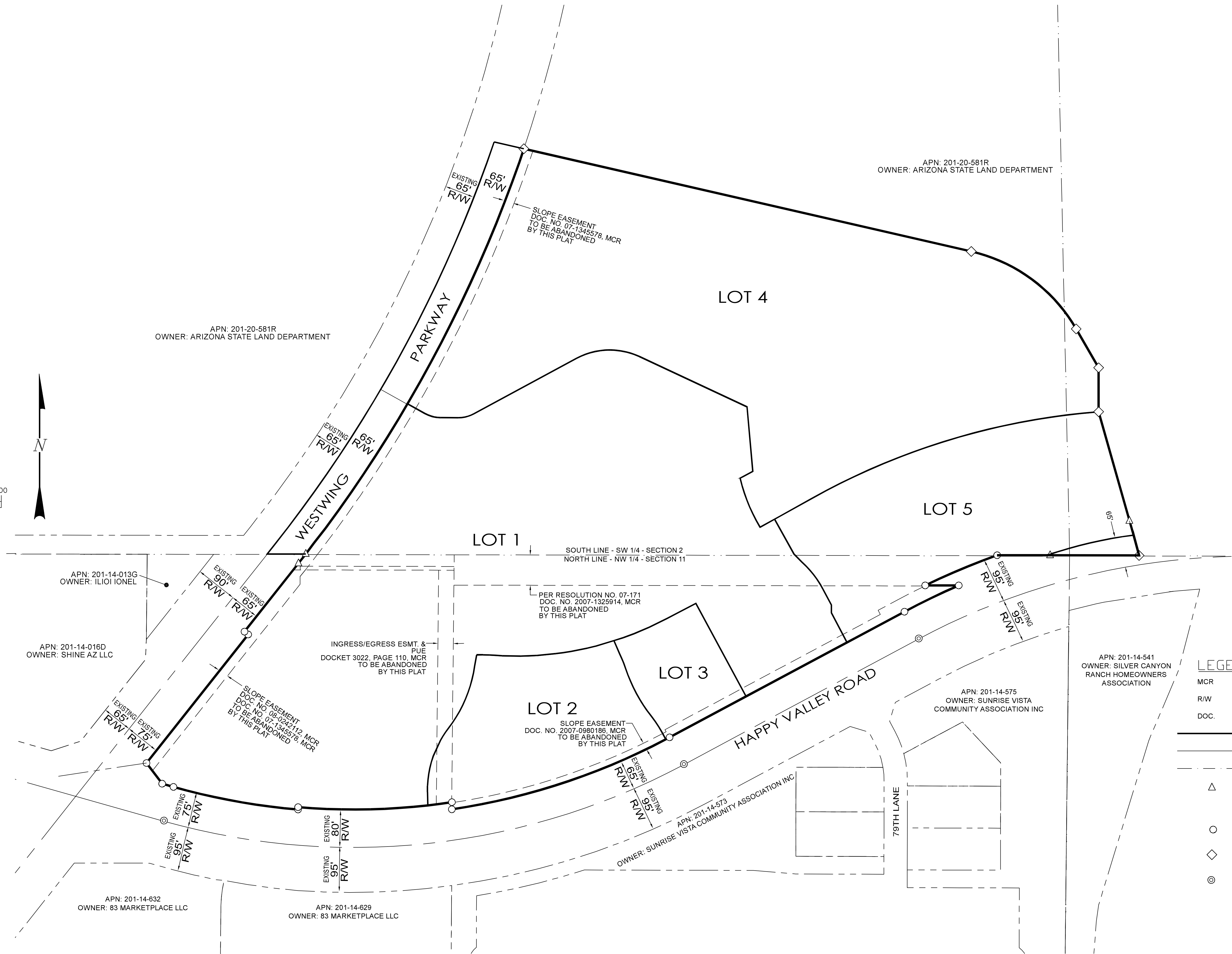
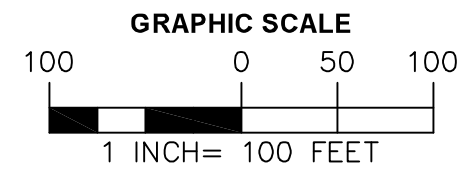
| TEMPORARY DRAINAGE EASEMENT LINE TABLE |               |          |
|----------------------------------------|---------------|----------|
| LINE                                   | BEARING       | DISTANCE |
| TDL29                                  | S 00°00'00" E | 89.09'   |
| TDL30                                  | N 88°54'50" W | 45.02'   |
| TDL31                                  | N 28°22'16" W | 45.05'   |
| TDL32                                  | S 61°37'44" W | 2.27'    |
| TDL33                                  | S 61°09'59" W | 102.99'  |
| TDL34                                  | N 28°46'39" W | 131.20'  |
| TDL35                                  | N 61°09'59" E | 102.99'  |
| TDL36                                  | S 28°46'39" E | 131.20'  |
| TDL37                                  | N 59°05'30" E | 14.49'   |
| TDL38                                  | N 28°46'39" W | 131.20'  |
| TDL39                                  | N 61°09'59" E | 102.99'  |
| TDL40                                  | S 28°46'39" E | 131.20'  |
| TDL41                                  | S 61°09'59" W | 102.99'  |

| TEMPORARY DRAINAGE EASEMENT CURVE TABLE |          |            |             |               |              |
|-----------------------------------------|----------|------------|-------------|---------------|--------------|
| CURVE                                   | RADIUS   | ARC LENGTH | DELTA ANGLE | CHORD BEARING | CHORD LENGTH |
| TDC7                                    | 1425.00' | 56.76'     | 2°16'55"    | N 84°02'39" W | 56.75'       |
| TDC8                                    | 1420.00' | 63.51'     | 2°33'46"    | S 84°52'19" W | 63.51'       |
| TDC9                                    | 1420.00' | 83.09'     | 3°21'09"    | N 87°49'46" E | 83.07'       |

| WATERLINE EASEMENT LINE TABLE |                       |          |
|-------------------------------|-----------------------|----------|
| LINE                          | BEARING               | DISTANCE |
| WL1                           | S 51°39'20" E         | 58.14'   |
| WL2                           | INTENTIONALLY DELETED |          |
| WL3                           | INTENTIONALLY DELETED |          |
| WL4                           | N 34°14'21" E         | 274.66'  |
| WL5                           | N 55°11'55" W         | 12.50'   |
| WL6                           | N 34°16'12" E         | 12.00'   |
| WL7                           | S 55°11'55" E         | 12.25'   |
| WL8                           | N 34°06'14" E         | 50.63'   |
| WL9                           | N 60°00'00" W         | 17.96'   |
| WL10                          | S 29°59'02" W         | 12.25'   |
| WL11                          | N 59°45'00" W         | 12.00'   |
| WL12                          | N 69°35'56" E         | 10.25'   |
| WL13                          | N 20°24'04" W         | 16.20'   |
| WL14                          | N 68°30'20" E         | 12.00'   |
| WL15                          | S 20°24'04" E         | 16.43'   |
| WL16                          | N 69°35'56" E         | 43.37'   |
| WL17                          | N 25°00'00" E         | 76.15'   |
| WL18                          | N 65°29'40" W         | 7.67'    |
| WL19                          | N 24°38'14" E         | 12.00'   |
| WL20                          | S 65°29'31" E         | 7.74'    |
| WL21                          | N 25°00'00" E         | 292.17'  |
| WL22                          | N 65°17'27" W         | 8.00'    |
| WL23                          | N 24°24'36" E         | 12.00'   |
| WL24                          | S 65°17'27" E         | 8.13'    |
| WL25                          | N 25°00'00" E         | 43.95'   |
| WL26                          | N 64°00'00" E         | 6.64'    |
| WL27                          | N 64°48'16" W         | 9.47'    |
| WL28                          | N 25°11'44" E         | 12.00'   |
| WL29                          | S 64°48'16" E         | 19.12'   |
| WL30                          | N 64°00'00" E         | 16.13'   |
| WL31                          | S 77°00'00" E         | 784.50'  |
| WL32                          | S 75°53'26" E         | 82.79'   |
| WL33                          | S 64°41'08" E         | 49.58'   |
| WL34                          | S 54°00'00" E         | 49.77'   |
| WL35                          | S 32°00'00" E         | 27.65'   |
| WL36                          | S 13°00'00" W         | 106.66'  |
| WL37                          | S 77°00'00" E         | 37.56'   |
| WL38                          | S 52°46'38" E         | 30.66'   |
| WL39                          | S 12°00'00" E         | 91.21'   |
| WL40                          | INTENTIONALLY DELETED |          |
| WL41                          | N 12°00'00" W         | 82.41'   |
| WL42                          | N 52°46'38" W         | 18.94'   |
| WL43                          | N 77°00'00" W         | 15.28'   |
| WL44                          | S 12°29'06" W         | 15.79'   |
| WL45                          | N 77°30'54" W         | 12.00'   |
| WL46                          | N 12°29'06" E         | 15.89'   |
| WL47                          | N 77°00'00" W         | 25.98'   |
| WL48                          | N 13°00'00" E         | 118.38'  |
| WL49                          | N 32°00'00" W         | 15.48'   |
| WL50                          | N 54°00'00" W         | 12.14'   |
| WL51                          | S 36°00'00" W         | 7.75'    |
| WL52                          | N 54°00'00" W         | 12.00'   |
| WL53                          | N 36°00'00" E         | 7.75'    |
| WL54                          | N 54°00'00" W         | 19.87'   |
| WL55                          | N 64°41'08" W         | 45.75'   |
| WL56                          | N 75°53'26" W         | 37.39'   |
| WL57                          | S 12°55'53" W         | 11.06'   |
| WL58                          | N 77°04'07" W         | 20.00'   |
| WL59                          | N 12°55'53" E         | 11.48'   |
| WL60                          | N 75°53'26" W         | 11.31'   |
| WL61                          | S 12°56'23" W         | 7.57'    |
| WL62                          | N 77°30'54" W         | 15.26'   |
| WL63                          | N 12°28'00" E         | 7.94'    |
| WL64                          | N 77°00'00" W         | 312.64'  |
| WL65                          | S 12°55'26" W         | 7.30'    |
| WL66                          | N 77°07'05" W         | 12.00'   |
| WL67                          | N 12°55'26" E         | 7.32'    |
| WL68                          | N 77°00'00" W         | 43.95'   |
| WL69                          | S 12°48'05" W         | 6.15'    |
| WL70                          | N 77°11'55" W         | 12.00'   |
| WL71                          | N 12°48'05" E         | 6.20'    |
| WL72                          | N 77°00'00" W         | 19.56'   |
| WL73                          | S 13°00'00" W         | 5.34'    |
| WL74                          | N 77°00'00" W         | 20.00'   |
| WL75                          | N 13°00'00" E         | 5.34'    |
| WL76                          | N 77°00'00" W         | 147.35'  |
| WL77                          | S 12°55'26" W         | 7.30'    |
| WL78                          | N 77°07'05" W         | 12.00'   |
| WL79                          | N 12°55'26" E         | 7.32'    |
| WL80                          | N 77°00'00" W         | 116.58'  |
| WL81                          | S 13°00'00" W         | 5.91'    |
| WL82                          | N 77°00'00" W         | 12.00'   |
| WL83                          | N 13°00'00" E         | 5.91'    |
| WL84                          | N 77°00'00" W         | 65.74'   |
| WL85                          | S 64°00'00" W         | 24.00'   |
| WL86                          | S 25°00'00" W         | 437.39'  |
| WL87                          | S 69°35'56" W         | 64.28'   |
| WL88                          | S 18°30'42" W         | 66.35'   |
| WL89                          | S 80°00'00" E         | 1.59'    |
| WL90                          | N 80°00'00" E         | 65.37'   |
| WL91                          | S 61°37'35" W         | 69.76'   |
| WL92                          | N 28°22'30" W         | 5.84'    |
| WL93                          | N 61°38'06" E         | 11.63'   |
| WL94                          | S 28°22'30" E         | 5.84'    |
| WL95                          | N 61°37'28" E         | 120.28'  |
| WL96                          | S 28°22'46" W         | 5.50'    |
| WL97                          | S 61°37'28" E         | 12.00'   |
| WL98                          | S 28°22'46" E         | 5.50'    |
| WL99                          | N 61°37'28" E         | 13.90'   |
| WL100                         | N 74°58'52" E         | 75.19'   |
| WL101                         | S 64°57'26" E         | 103.84'  |
| WL102                         | N 25°02'34" E         | 30.50'   |
| WL103                         | S 64°57'26" E         | 20.00'   |
| WL104                         | S 25°02'34" W         | 15.63'   |
| WL105                         | S 64°57'26" E         | 11.07'   |
| WL106                         | S 25°02'34" W         | 14.87'   |
| WL107                         | S 64°57'26" E         | 115.22'  |
| WL108                         | S 45°00'00" E         | 46.47'   |
| WL109                         | S 00°00'00" E         | 68.13'   |
| WL110                         | S 61°37'43" W         | 4.08'    |
| WL111                         | S 28°22'16" E         | 30.74'   |
| WL112                         | S 18°43'02" E         | 51.05'   |
| WL113                         | S 27°17'26" E         | 19.57'   |
| WL114                         | N 61°30'18" E         | 36.18'   |
| WL115                         | S 29°07'33" E         | 20.00'   |
| WL116                         | S 61°30'11" W         | 36.82'   |

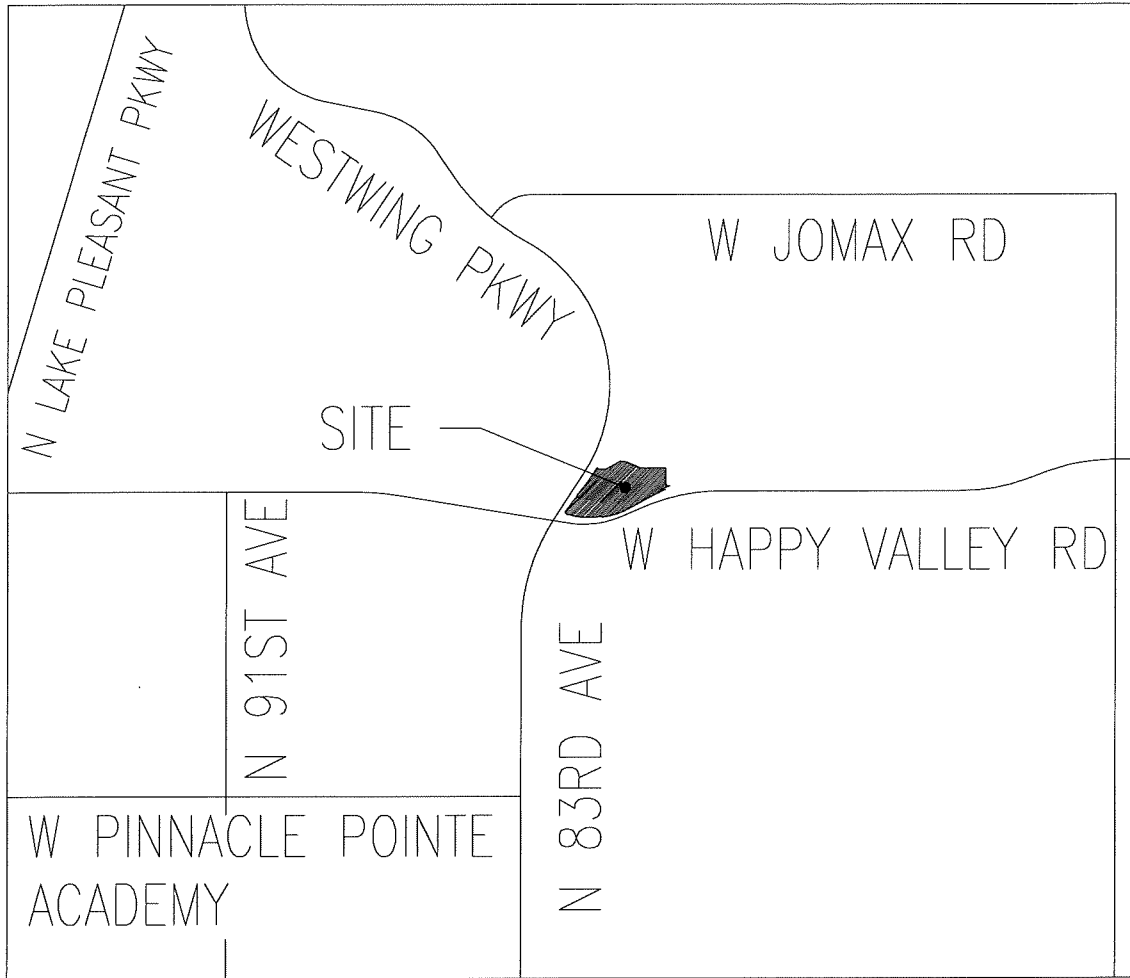
| WATERLINE EASEMENT LINE TABLE |               |          |
|-------------------------------|---------------|----------|
| LINE                          | BEARING       | DISTANCE |
| WL117                         | S 27°17'26" E | 76.62'   |
| WL118                         | S 61°37'43" W | 14.52'   |
| WL119                         | S 28°22'12" E | 7.06'    |
| WL120                         | S 61°37'48" W | 12.00'   |
| WL121                         | N 28°22'12" W | 7.06'    |
| WL122                         | S 61°37'43" W | 63.14'   |
| WL123                         | S 28°22'16" E | 7.72'    |
| WL124                         | S 61°37'44" W | 12.00'   |
| WL125                         | N 28°22'16" W | 7.72'    |
| WL126                         | S 61°37'43" W | 255.78'  |
| WL127                         | S 28°22'16" E | 7.62'    |
| WL128                         | S 61°37'44" W | 12.00'   |
| WL129                         | N 28°22'16" W | 7.62'    |
| WL130                         | S 61°37'43" W | 195.82'  |
| WL131                         | S 10°57'40" E | 6.83'    |
| WL132                         | S 79°05'57" W |          |





# THE TRAILHEAD

## VICINITY MAP EXHIBIT



### VICINITY MAP

NTS  
S11 T4N R1E  
S2 T4N R1E



5240 N. 16TH STREET SUITE 105, PHOENIX, ARIZONA 85016  
WWW.AZSEG.COM TEL. 480.588.7226

DATE:  
09/07/2023

ISSUED FOR:  
PERMIT

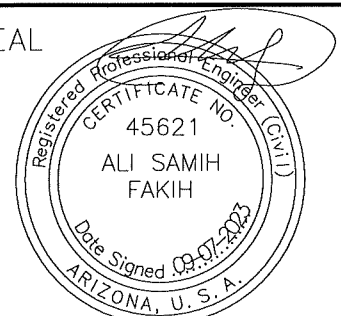
PROJECT:  
THE TRAILHEAD

LOCATION  
NEC WESTWING PARKWAY  
& HAPPY VALLEY RD,  
PEORIA, ARIZONA 85383

JOB NO.:  
210723

SCALE:  
NTS

SEAL



EXPIRATION DATE: 12-31-2024

PREPARED UNDER THE DIRECT  
SUPERVISION OF ALI FAKIH, P.E. ARIZONA  
REGISTRATION NO. 45621 FOR AND ON  
BEHALF OF SUSTAINABILITY ENGINEERING  
GROUP, LLC.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 12C.

Date Prepared: 10/5/2023

Council Meeting Date: 10/17/2023

---

**TO:** Henry Darwin, City Manager

**THROUGH:** Mike Faust, Deputy City Manager

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

**SUBJECT:** Re-plat, "Replat of Lot 2, Alro Plat", Per Book 619 of maps 38 MCR, Southeast corner of 75th Avenue and Peoria Avenue

---

**Purpose:**

Discussion and possible action to approve a Re-Plat for "Re-Plat of Lot 2, Alro Plat" per Book 619 of maps 38 MCR, Southeast corner of 75th Avenue and Peoria Avenue. Subject to stipulations.

**Summary:**

The purpose of the Re-Plat is for the removal of a lot line that will combine two existing lots into one lot. This will allow for the development of a 76-unit townhome community.

**Previous Actions/Background:**

The original Final Plat for the subdivision was reviewed by the City and recorded on January 10, 2008.

Site Plan SP22-01 was approved on November 14, 2022, to allow for the development of a 76-unit townhome community.

**Staff Recommendation:**

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

1. All civil plans must be approved by the City of Peoria (City) prior to recordation of the Re-Plat.
2. An approval of design from the Development and Engineering Department for the necessary improvements in accordance with the City Subdivision Regulations, as

determined by the City Engineer, must be obtained prior to recording the Re-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 Re-Plat.
4. In the event that the Re-Plat is not recorded within 60 days of Council approval, the Re-Plat will become void. The developer may request re-approval from the City, with the understanding that the City has the option of imposing additional requirements or stipulations.

**Fiscal Analysis:**

No fiscal impact.

**ATTACHMENTS:**

Exhibit 1: Final Plat

Exhibit 2: Vicinity Map

**Contact Name and Number:**

Adina Lund, PE, Development and Engineering Director, 623-773-7249



# FINAL PLAT FOR "THE VILLAGES" PEORIA, ARIZONA

A REPLAT OF REPLAT OF LOT 2, ALRO PLAT PER BOOK 619 OF MAPS, PAGE 38,  
RECORDS OF MARICOPA COUNTY, ARIZONA

LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, 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 MEN BY THESE PRESENTS:

THAT 3RD AVENUE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AS OWNER DOES HEREBY PUBLISH  
THIS FINAL PLAT FOR "THE VILLAGES" A REPLAT OF REPLAT OF LOT 2, ALRO PLAT PER BOOK 619 OF MAPS, PAGE 38,  
RECORDS OF MARICOPA COUNTY, ARIZONA OVER A PORTION OF SECTION 25, TOWNSHIP 3 NORTH, RANGE 1 EAST OF  
THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY  
PUBLISHES THIS PLAT AS, AND FOR, THE PLAT OF SAID "THE VILLAGES" AND HEREBY DECLARES THAT SAID  
PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOT, 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 THE SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.  
EASEMENTS ARE DEDICATED FOR THE PURPOSES SHOWN.

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

3RD AVENUE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY 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 WATER LINE OVER, UNDER, AND ACROSS THE  
PARCEL, AS SHOWN, SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA.

TO HAVE AND TO HOLD THE SAID EASEMENT UNTO CITY OF PEORIA, A MUNICIPAL CORPORATION OF MARICOPA  
COUNTY, ARIZONA AND UNTO ITS SUCCESSORS AND ASSIGNS FOREVER, TOGETHER WITH THE RIGHT OF INGRESS  
AND EGRESS TO PERMIT THE CONSTRUCTION, OPERATION, MAINTENANCE, AND REPLACEMENT OF PUBLIC WATER  
LINE, SUBJECT TO NOTES 1, 2, 3 AND 4.

AND THE GRANTOR HEREBY COVENANTS THAT IT IS LAWFULLY SEIZED AND POSSESSED ON THE ABOVEMENTIONED  
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.

## NOTES:

1. THE SAID EASEMENT TO INCLUDE THE RIGHT TO CUT BACK AND TRIM SUCH PORTION OF THE BRANCHES AND  
TOPS OF THE TREES NOW GROWING OR THAT MAY HEREAFTER GROW UPON THE ABOVE DESCRIBED PREMISES, AS  
MAY EXTEND OVER SAID EASEMENT, SO AS TO PREVENT THE SAME FROM INTERFERING WITH THE EFFICIENT  
MAINTENANCE AND OPERATION OF SAID WATER LINES.
2. THE CITY OF PEORIA SHALL NOT BE RESPONSIBLE FOR REPLACING ANY LANDSCAPING OR ANY IMPROVEMENT  
PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS, EXCEPT AS NOTED HEREIN.
3. THE CITY OF PEORIA WILL MAKE REASONABLE EFFORTS TO PROMPTLY RESTORE ASPHALT CONCRETE PAVEMENT  
SURFACES.
4. GRANTOR, ITS SUCCESSORS OR ASSIGNS AT ITS SOLE COST, SHALL BE RESPONSIBLE FOR PROMPTLY REPLACING  
ANY LANDSCAPING OR IMPROVEMENTS PLACED IN THE EASEMENT BY GRANTOR OR ITS SUCCESSORS OR ASSIGNS.

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

THE OWNER DOES HEREBY GRANT TO THE CITY OF PEORIA, AS EASEMENT FOR MAINTENANCE OF ON-SITE  
RETENTION BASINS(S), PIPE STORAGE SYSTEMS(S), OR ANY DRAINAGE FACILITIES 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.

IN WITNESS WHEREOF: 3RD AVENUE PEORIA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER,  
HAS CAUSED ITS COMPANY NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF THE  
UNDERSIGNED AUTHORIZED AGENT THEREUNTO DULY AUTHORIZED THIS \_\_\_\_ DAY OF \_\_\_\_, 2023.

BY: \_\_\_\_\_

\_\_\_\_\_, AUTHORIZED AGENT

ITS: \_\_\_\_\_

## ACKNOWLEDGEMENT:

STATE OF ARIZONA }  
COUNTY OF MARICOPA }

BEFORE ME THIS \_\_\_\_ DAY OF \_\_\_\_, 2023, THE UNDERSIGNED, PERSONALLY APPEARED  
\_\_\_\_\_, WHO ACKNOWLEDGED HIMSELF 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 HERETO SET MY HAND AND OFFICIAL SEAL.

BY: \_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_, MY COMMISSION EXPIRES

## 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  
PAYING, NOR ANY PLANTING EXCEPT GROUND COVER. 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 T.V.,  
TELECOMMUNICATIONS, FIBER OPTICS, CELLULAR, GAS, ETC. SHALL BE INSTALLED UNDERGROUND  
AS PART OF THE STREET IMPROVEMENTS.
3. MAINTENANCE OF SURFACE AND UNDERGROUND DRAINAGE FACILITIES SHALL BE THE  
RESPONSIBILITY OF THE OWNER.
4. ALL LOT CORNERS SHALL BE MONUMENTED PER AZ REV STATUTES 33-103.
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 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 DEVELOPMENT IS LOCATED WITHIN THE CITY OF PEORIA WATER SERVICE AREA AND HAS  
BEEN DESIGNATED AS HAVING A 100-YEAR ASSURED WATER SUPPLY.
7. THIS DEVELOPMENT IS LOCATED WITHIN THE CITY OF PEORIA SEWER SERVICE AREA.
8. THIS DEVELOPMENT IS LOCATED WITHIN THE VICINITY OF A MILITARY AIRPORT.
9. 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.

## LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PEORIA, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS  
DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

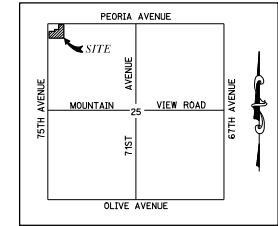
LOTS 1A AND 2A, REPLAT OF LOT 2, ALRO PLAT, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY  
RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 619 OF MAPS, PAGE 38.

PARCEL NO. 2:

A NON-EXCLUSIVE, PERPETUAL, AND RECIPROCAL EASEMENT FOR REASONABLE ACCESS, INGRESS AND EGRESS AS SET FORTH  
IN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED IN DOCUMENT NO. 96-392974.

PARCEL NO. 3:

A NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR ACCESS, INGRESS AND EGRESS AS SET FORTH IN  
RECIPROCAL EASEMENT AGREEMENT, RECORDED IN DOCUMENT NO. 2002-629293.



VICINITY MAP  
N.T.S.

## APN NUMBER:

A.P.N. 143-48-228 & 143-48-229

## ADDRESS:

SEC 75TH AVE & PEORIA AVENUE  
PEORIA, AZ 85345

## OWNER:

3RD AVE PEORIA, LLC  
7301 E. 3RD AVE., #314  
SCOTTSDALE, ARIZONA 85251

CONTACT: ZEV HENDELES  
PHONE: (602) 368-4446

## ENGINEER:

3 ENGINEERING  
6370 E. THOMAS ROAD, SUITE 200  
SCOTTSDALE, ARIZONA 85251

CONTACT: DANIEL G. MANN, P.E.  
PHONE: (602) 334-4387  
EMAIL: DAN@3ENGINEERING.COM

## SURVEYOR:

3 ENGINEERING  
6370 E. THOMAS ROAD, SUITE 200  
SCOTTSDALE, ARIZONA 85251

CONTACT: JAMES A. LOFTIS  
PHONE: (602) 334-4387

## BASIS OF BEARING:

THE BASIS OF BEARING IS THE MONUMENT LINE OF  
PEORIA AVENUE BEARING N88°41'49"E PER THE FINAL  
PLAT OF "REPLAT OF LOT 2, ALRO PLAT", BOOK 619 OF  
MAPS, PAGE 38, M.C.R.

## AREAS:

288,860 SQ. FT. OR 6.631 ACRES (NET)

## LAND USE ZONING:

PAD (EXISTING AND PROPOSED)

## FLOOD ZONE:

THIS SITE IS LOCATED IN ZONE "X" (SHADED) PER "F.E.M.A."  
FLOOD MAP NO. 04013C1705M, DATED: 9/18/2020. ZONE "X"  
(SHADED) IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE  
FLOOD AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE  
DEPTH OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS  
THAN 1 SQUARE MILE AND AREAS PROTECTED BY LEVEES FROM  
1% ANNUAL CHANCE FLOOD.

## REFERENCES:

BOOK 619, PAGE 32, M.C.R.  
BOOK 124, PAGE 41, M.C.R.

## APPROVALS:

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA,  
THIS DAY \_\_\_\_ OF \_\_\_\_, 2023

APPROVED BY: \_\_\_\_\_ MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

ATTESTED BY: \_\_\_\_\_ CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED BY: \_\_\_\_\_ FOR CITY ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

## SURVEYORS CERTIFICATION:

THIS IS TO CERTIFY THAT THIS RE-PLAT IS CORRECT AND ACCURATE  
AND THE MONUMENTS DESCRIBED HEREIN HAVE EITHER BEEN SET OR  
LOCATED AS DESCRIBED TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JAMES A. LOFTIS, R.L.S.  
ARIZONA NO. 26404  
6370 E. THOMAS ROAD, SUITE 200  
SCOTTSDALE, ARIZONA 85251



## FINAL PLAT FOR THE VILLAGES

3e engineering  
planning civil engineering surveying

3 ENGINEERING, LLC  
4015 E. THOMAS ROAD  
SCOTTSDALE, ARIZONA 85251  
PHONE: (602) 368-4446  
WWW.3ENGINEERING.COM

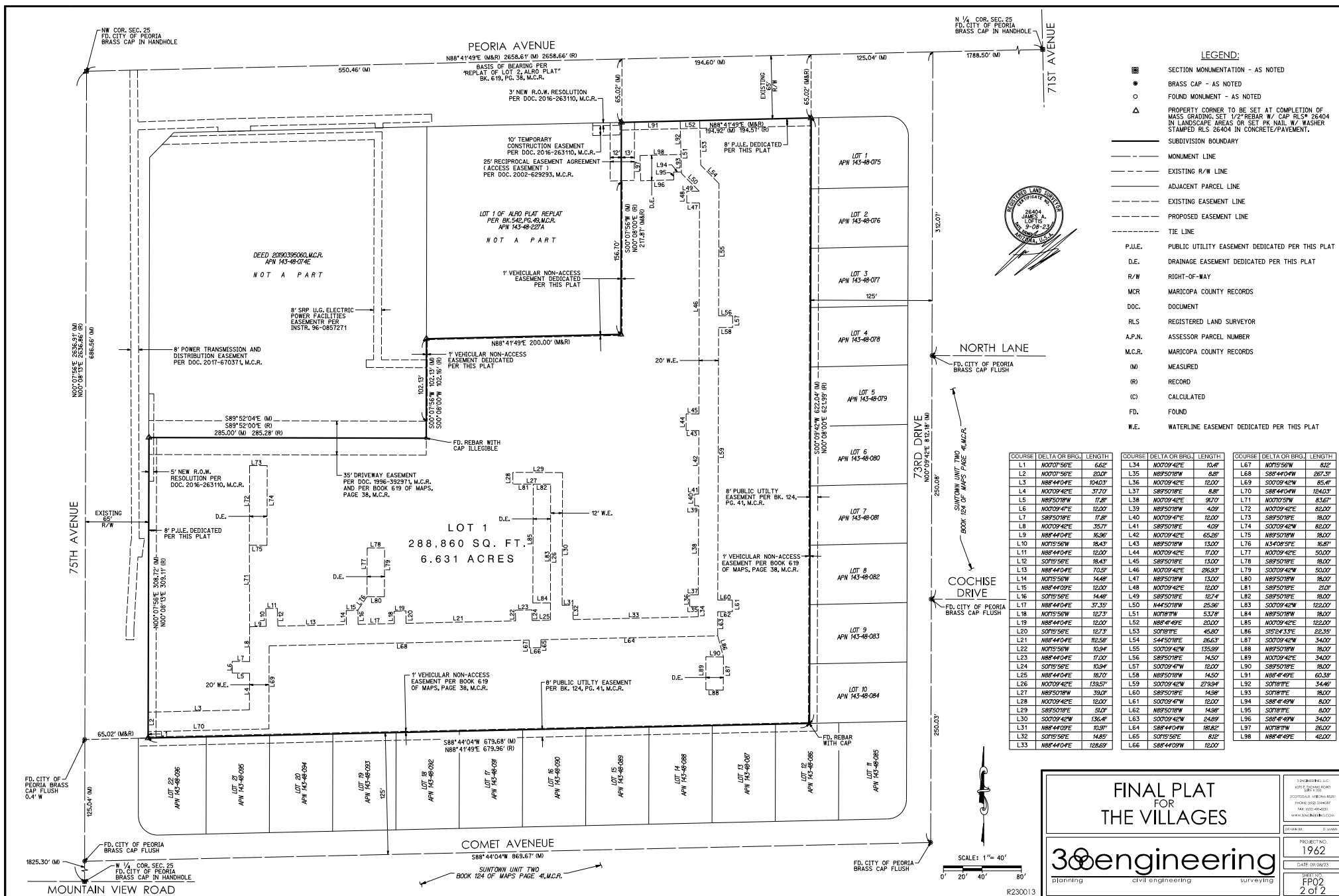
DESIGNED BY: D. MANN

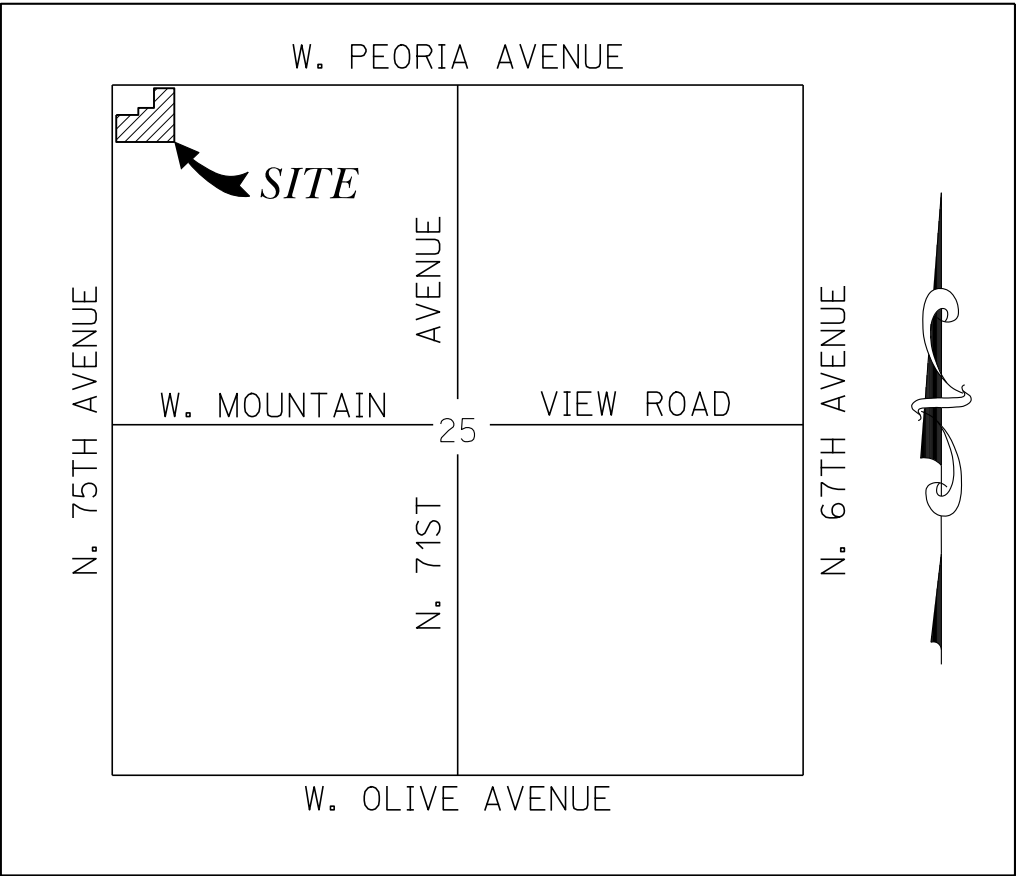
PROJECT NO.: 1962

DATE: 02/08/23

REVISION:  
FP01  
1 of 2







# VICINITY MAP

N.T.S.

**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 13C.

Date Prepared: 9/28/2023

Council Meeting Date: 10/17/2023

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**TO:** Henry Darwin, City Manager  
**THROUGH:** Kevin Burke, Deputy City Manager  
**FROM:** Sean Kindell, Finance and Budget Director  
**SUBJECT:** Code Amendment, Credit Card Service Fee

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**Purpose:**

Discussion and possible action to approve an **ORD. 2023-17** amending Section 2-217 of the Peoria City Code and authorizing the City to impose a service fee of 2.80 percent per transaction (\$1.95 minimum) on debit and credit card payments for certain City services.

**Summary:**

For years, the City has accepted credit card payments for services such as water bills, trash bills, business licenses, medical transport and a host of other transactions. The City has always absorbed the associated fees levied by the card network, the payment processor, and our online payment solution vendor. Over the last five years, these fees have cost the City a total of \$3,823,037, or \$764,607 per year on average.

Staff is proposing that the burden of paying credit card transaction fees be shifted from the taxpayers to those customers who choose to use cards to pay for City services. This will be accomplished by imposing a service fee on all credit card and debit card transactions to cover the full cost of these fees. The practice of shifting card fees to the cardholders is legal, subject to certain rules and limitations, and is becoming increasingly common among Valley cities. Peoria already charges a fee for those using credit and debit cards to pay for development permits.

Customers who wish to avoid this new fee and still pay for these certain City services electronically can do so through ACH electronic funds transfer. ACH electronic funds transfer offers a no-cost method to pay a City utility bill, business license, or host of other City services on a one-time or recurring basis.

The new credit card service fee will impact utility and business license customers on its scheduled effective date of January 1, 2024. Customers paying for miscellaneous accounts receivable or for services provided by Parks and Recreation, Neighborhood and Human Services, Police, Fire-Medical, and other departments will not be impacted until those areas transition to Invoice Cloud, the online payment solution vendor, at a future date.

**Previous Actions/Background:**

On September 6, 2016, the Peoria City Council considered and approved a service fee on all credit and debit card transactions for development-related services.

**Options:**

A. Approve an ordinance amending Section 2-217 of the Peoria City Code and authorizing the City to impose a service fee of 2.80 percent per transaction (\$1.95 minimum) on debit and credit card payments for all City services except payments for development-related services.

B. Continue the current practice of the City absorbing all costs associated with credit card usage.

**Staff Recommendation:**

Staff recommends approval of an ordinance amending Section 2-217 of the Peoria City Code and authorizing the City to impose a service fee of 2.80 percent per transaction (\$1.95 minimum) on debit and credit card payments for all City services.

**Fiscal Analysis:**

If approved, the service fee will shift the cost of accepting card payments away from the taxpayers and onto those customers who choose to pay with debit or credit cards. In Fiscal Year 2023, the City paid \$810,163 in card fees for services other than development-related services. The savings to the City will primarily benefit the Water, Wastewater, and Residential Solid Waste funds.

**ATTACHMENTS:**

Exhibit 1: Ordinance

**Contact Name and Number:**

Sean Kindell, Finance and Budget Director, 623-773-7819

## ORDINANCE NO. 2023-17

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, ARIZONA AMENDING CHAPTER 2 OF THE PEORIA CITY CODE (1992) BY AMENDING SECTION 2-217 PERTAINING TO FINANCE DEPARTMENT; FEES REQUIRED; SALES TAX LISTS, PHOTOCOPIES; AMENDING CHAPTER 27 PERTAINING TO FEES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

THEREFORE, it is ordained by the Mayor and Council of the City of Peoria, Arizona as follows:

SECTION 1. Chapter 2 of the Peoria City Code (1992) entitled Administration is amended by amending Section 2-209 entitled Finance Department; Fees Required; Sales Tax Lists, Photocopies, as follows:

Sec. 2-217. Finance department; fees required; ~~sales tax lists, photocopies.~~

(a) The finance department shall collect from each person requesting the services set forth in this section the following fees:

See Chapter 27, Fee Table 27-10.

(b) The applicable department shall charge each person the fees contained in this code, which may be revised periodically thereafter by the City Council.

(c) Except as provided in Sections 2-209, 2-211, 2-213 and 2-215, all fees contained in this Code are subject to a service fee if paid with a credit card or debit card. The fee is intended to recoup the City's costs associated with the credit card or debit card transactions and shall be 2.80% of the transaction amount or \$1.95, whichever is greater.

SECTION 2. Chapter 27 of the Peoria City Code (1992) entitled Fees is amended by amending the Chapter heading, as follows:

Chapter 27  
Fees

\*Pursuant to Sec. 2-217(c), except as provided in Fee Tables 27-6, 27-7, 27-8 and 27-9, all fees contained in this Code are subject to a service fee if paid with a credit card or debit card. The fee is intended to recoup the City's costs associated with the credit card or debit card transactions and shall be 2.80% of the transaction amount or \$1.95, whichever is greater.

FEE TABLE 27-1  
CITY ATTORNEY; FEES

SECTION 3. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Ordinance.

SECTION 4. This Ordinance shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Arizona,  
this \_\_\_ day of \_\_\_\_\_, 2023.

CITY OF PEORIA, Arizona, an Arizona municipal corporation

\_\_\_\_\_  
Jason Beck, Mayor

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

Published in: The Peoria Times

Publication Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_



**CITY OF PEORIA, ARIZONA  
COUNCIL COMMUNICATION**

Agenda Item: 14R.

Date Prepared: 10/5/2023

Council Meeting Date: 10/17/2023

---

**TO:** Henry Darwin, City Manager

**THROUGH:** Kevin Burke, Deputy City Manager

**FROM:** Chris Calcaterra, Parks & Recreation Director

**SUBJECT:** Budget Amendment, Parks and Recreation, Trail Improvements at Westwing Mountain Preserve

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**Purpose:**

Discussion and possible action to approve a budget amendment for \$100,000 from contingency to the Mountain Trail capital improvement plan project. These funds would design and construct two new trail segments on Westwing Mountain Preserve.

**Summary:**

The City of Peoria Parks and Recreation Department is in the process of expanding trail segments that would connect Paloma Park to Westwing Mountain Preserve.

On October 23, 2021, staff held an open house at Paloma Community Park to discuss trail segment connections on and around Paloma Preserve, Eastwing Mountain Preserve, and Westwing Mountain Preserve and seek feedback from residents. Key feedback that was provided from residents included creating a connection between Paloma Preserve and Westwing Mountain, utilize Westwing/Eastwing Mountain range for its views, elevation, and challenge, build more mountain bike friendly trails, and create loop trails around and through the Preserve and Mountain Trails. A trail was originally designed and funded in the FY23 budget; however, one segment represented some technical and acceptability challenges. Staff committed to bringing back trail options that took into account community feedback.

On September 20, 2023, staff held a public engagement meeting on options to complete this trail segment at Copper Hills Church in which approximately 75 residents attended. During the meeting, staff discussed the initial trails open house in 2021, explained how trails were developed, shared results from the Centralized Arizona Project Pathway Corridor Development Study, and discussed future trail connection options on Paloma Preserve, Eastwing Mountain, and Westwing Mountain.

Staff has been working diligently on the Westwing Mountain Preserve trail connection project

segments and has already worked with several agencies and jurisdictions to be prepared to begin trail segment construction in the fall of 2023. Staff provided residents with three trail options, A, B, and C. After much discussion and considerations, residents were in favor of construction trail option C (see attachment of feedback summaries). Trail option C represents an additional cost of \$75,000.

On September 28, 2023 the Peoria Parks Recreation and Community Facilities Board met to discuss the Parks and Recreation Department's Trails Update and provide a possible recommendations concerning this same mountain trail segment. The Board, after reviewing the trails segment options and materials, unanimously motioned to approve recommending trail construction options B and C. Option B would requires and additional \$25,000. Combined with Option C, the total request is \$100,000. Option C remains the first priority, but the addition of Option B provides more hiking options and a looped trail; thus it was the preferred solution.

**Previous Actions/Background:**

There has been no previous action taken on this project.

**Staff Recommendation:**

Staff recommends approval of the requested budget amendment of \$100,000 to construct two new trail segments, options B and C.

**Fiscal Analysis:**

The current general obligation bonds, which make up the budget for this project, are secured by the city's secondary property tax. There are general obligation bond proceeds available to cover the increased project costs. The city has sufficient financial capacity in the secondary property tax fund to pay for the increased project costs.

**ATTACHMENTS:**

Easel Pad Notes

Comment Card Summary

**Contact Name and Number:**

Chris Calcaterra, 623-773-8703

## Public Trails Meeting - Easel Pad Notes

| East Wing |                                  | Pertaining To:   |
|-----------|----------------------------------|------------------|
| 1         | Access through gated communities | Security/Privacy |
| 2         | Parking access to trails         | Parking          |
| 3         | Trail signage / signage          | Signage          |

| West Wing |                                                            | Pertaining To: |
|-----------|------------------------------------------------------------|----------------|
| 1         | Option C - Tie in hiking/biking connect to Paloma Preserve | Request        |
| 2         | Option C - Distance/ability to fit A&B in Valley           | Trail Design   |
| 3         | Preference of looped multi-use trails                      | Trail Design   |
| 4         | Option C - View corridor                                   | Trail Design   |
| 5         | Trailhead Parking / Signage                                | Parking        |
| 6         | Donations to build trails                                  | Donations      |
| 7         | Volunteer Ambassador for Trails                            | Ambassador Pgm |

| Paloma Preserve |                                                                                                           | Pertaining To: |
|-----------------|-----------------------------------------------------------------------------------------------------------|----------------|
| 1               | Venue opportunity. 12-15 mi interior loop (dirt). Would be able to build off of loops for marathons, etc. | Suggestion     |
| 2               | Have the option to do races similar to Four Peaks                                                         | Suggestion     |
| 3               | Trails good for running                                                                                   | Opinion        |
| 4               | Bring in gravel loop                                                                                      | Request        |
| 5               | Paved Pump Track (Buckeye)                                                                                | Request        |
| 6               | Trail Markers                                                                                             | Signage        |

| CAP Pathway |                                    | Pertaining To: |
|-------------|------------------------------------|----------------|
| 1           | Connectivity through Deadmans Wash | Connectivity   |
| 2           | 10-20 year trail expansion         | Trail Design   |

Public Trails Meeting Feedback - Comment Card Summary

| Name           | Supports.... |   |   |                  | Would like....            |                    | Interested in.... |                 | Concern          | Location                                 | Additional Comments                                                                                                                                                                                                                                                                                                        |
|----------------|--------------|---|---|------------------|---------------------------|--------------------|-------------------|-----------------|------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                | A            | B | C | Trail Loop (B&C) | Pump Track / Event Course | Trail Connectivity | Make Donation     | Trail Volunteer | Safety / Privacy | CAP, Eastwing, Paloma Preserve, Westwing |                                                                                                                                                                                                                                                                                                                            |
| Kurt Grubisic  |              |   |   | X                |                           |                    |                   | X               |                  | WW                                       | *Support Option C with a connection into Paloma Park. Interested in helping with Trailwork                                                                                                                                                                                                                                 |
| Elfie Klassen  |              |   |   |                  |                           |                    |                   |                 | X                | WW                                       | * You guys are doing a <u>fantastic</u> job!!<br>* It would be great for the current West Wing Mtn trails to be more "User Friendly"-less rocky if possible and wider trails for safety.<br>* Please send a copy of the slides with potential trails for West Wing (if possible). She wasn't able to see the presentation. |
| Kevin McKim    |              |   | X |                  |                           |                    | X                 | X               |                  | WW                                       | * Plan C<br>* Private donations? Volunteering?<br>* Copper Hills Church - agreement for parking (non Sunday mornings)?                                                                                                                                                                                                     |
| Allen Link     |              |   | X |                  |                           |                    |                   |                 |                  | WW                                       | * Option C for Alvamar                                                                                                                                                                                                                                                                                                     |
| (illegible)    |              |   | X |                  |                           |                    | X                 |                 |                  | WW                                       | * Option C on Paloma Park Trail is my vote.<br>* Willing to help with funding                                                                                                                                                                                                                                              |
| Gary Kulinec   |              |   |   | X                |                           |                    |                   | X               |                  | WW                                       | * Support Option C with a connection into Paloma Park. Interested in helping with Trailwork                                                                                                                                                                                                                                |
| Greg Wandersee |              |   | X |                  |                           |                    |                   |                 | X                | WW                                       | * As a homeowner in Alvamar, please select option C as we have privacy concerns                                                                                                                                                                                                                                            |
| James Barlow   |              |   | X |                  |                           |                    |                   |                 |                  | WW                                       | * Choose Option C for Paloma Park Trail.<br>* Make formal trailhead parking lots for East Wing, West Wing and Paloma Park.                                                                                                                                                                                                 |
| Rosalie Soward | X            |   |   | X                | X                         |                    |                   |                 |                  | WW                                       | * Option A is a clear choice for West Wing Mountain as well as Option C with a connection into Paloma Preserve!<br>* Paved Pump Track is great idea!<br>* Paloma Phase 2 - 100% increase property value. Let's get it back on!                                                                                             |
| Mindy Janzer   |              |   |   | X                |                           |                    |                   |                 |                  | PP, WW                                   | * West Wing - Route C with a connection to Paloma Preserve.<br>* Investigate an interior loop dirt single track in Paloma Preserve.                                                                                                                                                                                        |

## Public Trails Meeting Feedback - Comment Card Summary

| Name                    | Supports.... |   |   |                  | Would like....            |                    | Interested in.... |                 | Concern          | Location                                 | Additional Comments                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|--------------|---|---|------------------|---------------------------|--------------------|-------------------|-----------------|------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | A            | B | C | Trail Loop (B&C) | Pump Track / Event Course | Trail Connectivity | Make Donation     | Trail Volunteer | Safety / Privacy | CAP, Eastwing, Paloma Preserve, Westwing |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Jessica McKelvey        | X            |   |   | X                | X                         | X                  |                   |                 |                  | PP, EW                                   | *The trails within this area of North Peoria has created an incredible sense of community. We love our trails.<br>*Please build bridge access to get to East part of preserve when it rains.<br>*West Wing Recommendation - Please build A&C with a connection into Paloma Preserve<br>*Investigate a pump track @ Paloma<br>*Paloma Preserve: Build a contoured interior large scale single track loop to the proposed MUP<br>*East Wing: Please connect to West Wing/New River area and Aloravita. |
| James Charles           |              |   |   | X                | X                         |                    |                   | X               |                  | PP                                       | * Option C with a connection to Paloma Preserve.<br>* 10-15 mile MTB or gravel race course for events.<br>* Look at County park examples of competitive loops (McDowell, White Tanks, Estrella, etc). These are usually 1-way also to reduce accidents.<br>* Start trail steward programs. I currently volunteer for City of Phoenix due to no options in Peoria.                                                                                                                                    |
| Natalie Noblitt         |              |   |   |                  |                           |                    |                   |                 | X                | PP                                       | * Can you improve the MUP trail at Paloma so it is not so rough, or is it because of the flood zone.<br>* Also, can you please spray for mosquitos at Calderwood Butte & on MUP trail? Lots of mosquitos certain times of year.                                                                                                                                                                                                                                                                      |
| Peter Burke             |              |   |   |                  | X                         |                    |                   |                 |                  | PP                                       | * I'd like to see a skills park for mountain biking like McDowell and have at Paloma Park/Preserve.<br>* Looking for jumps/drops/etc.                                                                                                                                                                                                                                                                                                                                                                |
| Darceia Howe            |              |   |   |                  |                           |                    |                   |                 |                  | N/A                                      | * Other than contact information, card was blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Jerry & Marlene Johnson |              |   |   |                  |                           |                    |                   |                 |                  | N/A                                      | * Other than contact information, card was blank.                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| Jean Bengfort           |              |   |   |                  |                           |                    |                   |                 |                  | Misc                                     | * Does communications for Sonoran Mountain Ranch HOA. <b>Please send her a couple of paragraphs with an image that she can put in her HOA newsletter (which comes out once/wk) that describes the East Wing trail expansion project, which you said is funded and could start in November.</b>                                                                                                                                                                                                       |

Public Trails Meeting Feedback - Comment Card Summary

| Name         | Supports.... |   |   |                  | Would like....            |                    | Interested in.... |                 | Concern          | Location                                 | Additional Comments                                                                                                          |
|--------------|--------------|---|---|------------------|---------------------------|--------------------|-------------------|-----------------|------------------|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
|              | A            | B | C | Trail Loop (B&C) | Pump Track / Event Course | Trail Connectivity | Make Donation     | Trail Volunteer | Safety / Privacy | CAP, Eastwing, Paloma Preserve, Westwing |                                                                                                                              |
| Tom Retter   |              |   |   |                  |                           |                    |                   |                 |                  | Misc                                     | *Where is Maricopa Trail now between Lake Pleasant & 303 on Happy Valley?                                                    |
| Gerry Happ   |              |   |   |                  |                           |                    |                   |                 |                  | Misc                                     | *Great presentation. Happy to hear additional trails are in our future. Keep up the good work!                               |
| Ana Charles  |              |   |   |                  |                           |                    |                   |                 |                  | Misc                                     | * What is future of adaptive trails?<br>* I love Scottsdale ground trails - even no pets is nice sometimes. Please consider. |
| Joe Barrett  |              |   |   |                  |                           |                    |                   |                 |                  | Misc                                     | * Dirt Jump Trail parallel to Crankset at Paloma                                                                             |
| Jeff Hawkins |              |   |   |                  | X                         |                    |                   |                 |                  | Misc                                     | * I second the suggestions for a MTB competative track - model the successful competative track at McDowell.                 |

\*Asking for a response