

City Council Meeting Notice & Agenda



Tuesday, October 23, 2012
City Council Chamber
8401 West Monroe Street
Peoria, AZ 85345

Special Meeting & Study Session

5:00 P.M. Convene

Roll Call

Final Call To Submit Speaker Request Forms

Consent Agenda

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

Consent

****For links and documentation for Agenda Items 1 through 10R, see Packet Part 1 on the Website***

Study Session Agenda

Subject(s) for Discussion Only

1. Impact Fee Update
2. Development Services User Fee Policy

Call To The Public (Non-Agenda Items)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Adjournment

Mayor
Bob Barrett

Palo Verde
District
Ron Aames,
Vice Mayor

Acacia
District
Tony Rivero

Ironwood
District
Dave Pearson

Mesquite
District
Cathy Carlat

Pine
District
Carlo Leone

Willow
District
Joan Evans

Regular Meeting

7:00 P.M. Convene

Pledge of Allegiance
Roll Call

Final Call To Submit Speaker Request Forms

Presentation

3. 2012 Sister Cities Young Ambassador Youth Exchange

Consent Agenda

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

4C **Minutes**

Discussion and possible action to approve the October 9, 2012 City Council Meeting minutes.

5C **Supplemental Benefits for Public Safety Employees**

Discussion and possible action to adopt the Supplemental Benefits Plan for Public Safety Employees.

6C **Contract Amendment, Brignall Construction Company, Community Center Building Addition, 84th Avenue and Jefferson Street**

Discussion and possible action to: (a) authorize a budget transfer of \$130,000 from the General Fund Contingency Account to the 2010 General Obligation Bond Fund Building and Improvements Account, (b) approve the use of reserves from the 2010 General Obligation Bond Fund, and (c) authorize a final contract amendment at the conclusion of construction to Brignall Construction in an amount not to exceed \$130,000.

7C **Appointments, Boards and Commissions**

Discussion and possible action to approve the recommendation from the Council Subcommittee on Policy and Appointments pertaining to the following appointments, and adopt the Resolutions as presented:

Adopt **RES. 2012-115** appointing Lois Galpert, as a regular member, to the Arts Commission,

Adopt **RES. 2012-116** appointing Cecil Daniels, as a regular member, to the Board of Adjustment,

Adopt **RES. 2012-117** appointing Brent Taylor, as a regular member, to the Parks and Recreation Board, and

Adopt **RES. 2012-118** appointing Ian Mullane, as a regular member, to the Youth Advisory Board.

Regular Agenda

New Business

8R **PUBLIC HEARING - Liquor License, Satara Thai Cuisine Boutique Wine, 8350 W. Paradise Lane**

PUBLIC HEARING: Re: A New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219.

Staff Report:

Open Public Hearing:

Public Comment:

Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend denial to the State Liquor Board for a New Restaurant Liquor License (Series 12) for Satara Thai Cuisine Boutique Wine, located at 8350 W. Paradise Lane, Steven R. Jones, Applicant, LL#20005219.

9R **PUBLIC HEARING - Liquor License, Various Locations**

PUBLIC HEARING: RE: (a) A New Restaurant Liquor License (Series 12) for Sweet Tomatoes #43, located at 7565 W. Bell Road Suite 1, Natalie B. Lahr, Applicant, LL#10658. (b) A New Restaurant Liquor License (Series 12) for Rosati's Pizza, located at 10651 W. Olive Avenue #105, Prabhjot Gill, Applicant, LL#10018875. (c) A New Restaurant Liquor License (Series 12) for Oriental Buffet Grill & Sushi, located at 10146 W. Lake Pleasant Parkway Suite 1030, Xinxc Q. Chen, Applicant, LL#20006384; and (d) A New Wine and Beer Liquor License (Series 10) for Spanky's Smoke Shop, located at 8868 W. Bell Road Suite 103, Matthew J. White, Applicant, LL#20003953.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to recommend approval to the State Liquor Board for: (a) A New Restaurant Liquor License (Series 12) for Sweet Tomatoes #43, located at 7565 W. Bell Road Suite 1, Natalie B. Lahr, Applicant, LL#10658. (b) A New Restaurant Liquor License (Series 12) for Rosati's Pizza, located at 10651 W. Olive Avenue #105, Prabhjot Gill, Applicant, LL#10018875. (c) A New Restaurant Liquor License (Series 12) for Oriental Buffet Grill & Sushi, located at 10146 W. Lake Pleasant Parkway Suite 1030, Xinxc Q. Chen, Applicant, LL#20006384; and (d) A New Wine and Beer Liquor License (Series 10) for Spanky's Smoke Shop, located at 8868 W. Bell Road Suite 103, Matthew J. White, Applicant, LL#20003953.

10R **PUBLIC HEARING – Major Planned Area Development (PAD) Amendment, Donation Center, Fletcher Heights PAD, Lake Pleasant Parkway and 83rd Avenue**

PUBLIC HEARING: RE: A request to amend the Fletcher Heights Planned Area Development (PAD) by amending the permitted use list to allow donation centers as conditional uses on a 17-acre parcel located at the northeast corner of Lake Pleasant Parkway and 83rd Avenue.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-22** amending a Planned Area Development (PAD) for approximately 17 acres located at the northeast corner of Lake Pleasant Parkway and 83rd Avenue. (Z 93-10A.7)

11R **PUBLIC HEARING - Minor General Plan Amendment, Land Use Map, Sunset Ranch 2, Lake Pleasant Parkway and Williams Road**

PUBLIC HEARING: RE: A request to amend the General Plan Land Use Map by re-designating approximately 9.67 acres of land located east of Lake Pleasant Parkway and north of Williams Road from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac).

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **RES. 2012-123** approving a minor amendment to the General Plan Land Use Map by re-designating approximately 9.67 acres of land, located east of Lake Pleasant Parkway and north of Williams Road, from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac). (GPA 12-0006)

12R **PUBLIC HEARING – Major Planned Area Development (PAD) Amendment, Sunset Ranch 2 PAD, Lake Pleasant Parkway and Williams Road**

PUBLIC HEARING: RE: A request for a major amendment to the Sunset Ranch 2 Planned Area Development to incorporate the addition of approximately 19.72 acres of development area for multiple sites located on the east and west sides of Lake Pleasant Parkway and north of Williams Road.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-24** amending the Sunset Ranch 2 Planned Area Development (PAD) for approximately 19.72 acres of development area for multiple sites located on the east and west sides of Lake Pleasant Parkway and north of Williams Road. (Z 05-25A.3)

13R **PUBLIC HEARING – Rezoning, 75th Avenue and Tierra Buena Lane**

PUBLIC HEARING: RE: A request to rezone approximately 9.25 acres located at the northwest corner of 75th Avenue and Tierra Buena from Planned Area Development (PAD) to R1-6 Single-Family Residential.

Staff Report:
Open Public Hearing:
Public Comment:
Close Public Hearing:

COUNCIL ACTION: Discussion and possible action to concur with the Planning and Zoning Commission's recommendation and adopt **ORD. 2012-23** rezoning approximately 9.25 acres located at the northwest corner of 75th Avenue and Tierra Buena from Planned Area Development (PAD) to R1-6 Single-Family Residential. (Z12-0002)

14R **Economic Development Agreement, Trine University**

Discussion and possible action to authorize the City Manager to enter into an Economic Development Agreement with Trine University for the development of a branch campus in Peoria.

15R **Economic Development Agreement, Genome Identification Corp.**

Discussion and possible action to authorize the City Manager to sign the Economic Development Agreement with Genome Identification Corp.

16R **Memorandum of Understanding, Peoria Sports Park, LLC**

Discussion and possible action to authorize the City Manager to enter into a Memorandum of Understanding with Peoria Sports Park, LLC for development of a mixed-use redevelopment project.

17R **Contract, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Ave and Stadium Way**

Discussion and possible action to: (a) authorize the City to enter into an agreement with Mortenson Construction for an amount not to exceed \$26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and (b) authorize the City Manager to execute any applicable agreement or amendment documents related thereto.

Call To The Public (Non-Agenda Items)

If you wish to address the City Council, please complete a Speaker Request Form and return it to the clerk before the call to order for this meeting. The City Council is not authorized by state law to discuss or take action on any issue raised by public comment until a later meeting.

Reports from City Manager

18. **Council Calendar**

19. **Reports with Presentation**

20. **Informational (The following items are included for informational purposes only. There will be no separate discussion of these items unless a Councilmember so requests.)**

A. Upcoming Special Events

Reports from City Council
Reports from the Mayor

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 11R

Date Prepared: September 17, 2012

Council Meeting Date: October 23, 2012

TO: Carl Swenson, City Manager
FROM: Chris Jacques, AICP, Planning & Community Development Director
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager
SUBJECT: GPA12-0006 – Sunset Ranch 2

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for a minor amendment to the General Plan Land Use Map for approximately 9.67 acres from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac).

Background/Summary:

The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 9.67 acres of land located east of Lake Pleasant Parkway and accessed from Williams Road, which is ½ mile between Deer Valley and Pinnacle Peak Roads. The amendment would change the current Residential Estate designation (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac) to allow for the expansion of the Sunset Ranch 2 single-family residential development (Woodside Homes) with approximately 29 new home sites on the area identified as Parcel E on the attached development plan (Exhibit D of the P&Z Staff Report). This request is accompanied by a major Planned Area Development (PAD) amendment (case Z05-25A.3)

The Residential Low land use category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or man-made constraints.

Existing and planned developments in this vicinity, particularly south of Pinnacle Peak Road, do not follow a pattern of rural, large-lot single family land uses that is envisioned by the existing Residential Estate land use category. The transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, plus the development of non-residential uses in the surrounding area (e.g. Pinnacle Peak Public Safety Facility and recent parking lot expansion,

Wealth Management office building, Candeo charter elementary school, and recently approved Chateau Sous Le Soleil skilled nursing and assisted living facility) present on Lake Pleasant Parkway in close proximity to the site make it much less compatible with larger-lot single family residential. In addition, directly north of this site there are small 2-5 acre parcels, with fractured ownership, that are not conducive to a well planned large lot residential development. This proposal will also allow for a single-family development character that is similar to the approved master planned community of the Meadows which is adjacent to this site on the east.

It is staff's assessment that the proposed amendment creates for a logical expansion of the Residential Low land use category in an area that is transitioning from large lot residential to non-residential and smaller lot developments. The proposed Residential Low designation will support the associated PAD amendment request and the continuation of the well developed Sunset Ranch 2 single-family residential development while maintaining a density of 2.94 which is below the target of 3 du/ac for the Residential Low category.

Previous Actions:

This amendment has been subject to the City's Minor General Plan Amendment process. A public hearing was held for this item at the September 13, 2012 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request with a **5-0** vote.

A public hearing was held at the same meeting for a related major Planned Area Development application (Z05-25A.3) for the Sunset Ranch 2 development.

Options:

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

Staff Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's September 13, 2012 unanimous recommendation (5-0) to approve Case GPA 12-0006.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

No further action would be necessary should the City Council take action to approve this application.

Exhibit(s)

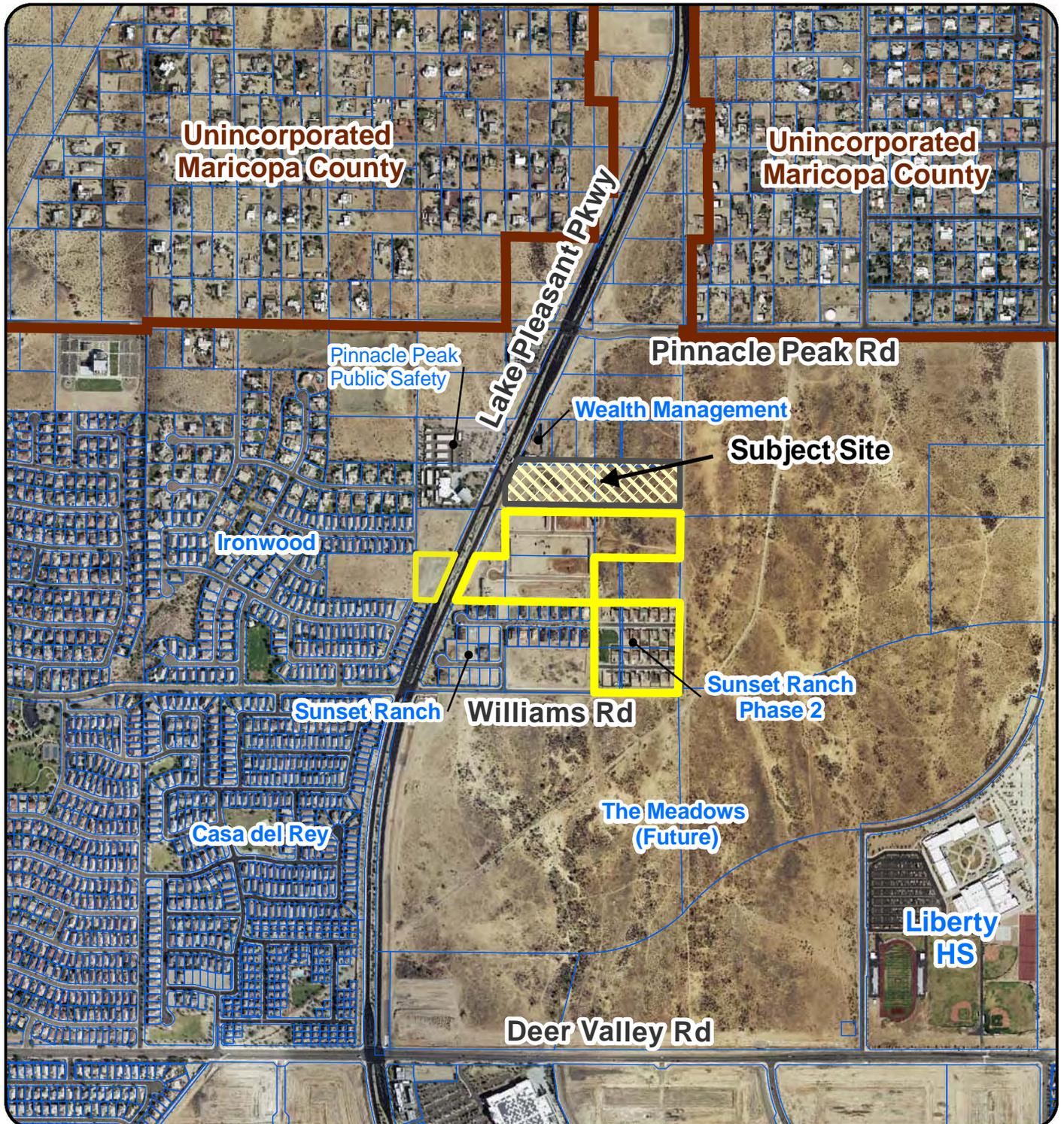
Exhibit 1: Vicinity Map

Exhibit 2: September 13, 2012 Planning and Zoning Commission Staff Report with Exhibits

Exhibit 3: Draft Resolution

Contact Name and Number: Robert Gubser, AICP, Principal Planner, x 7405

GPA12-0006 Vicinity / Context Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale





MINOR GENERAL PLAN AMENDMENT

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: GPA 12-0006

DATE: September 13, 2012

AGENDA ITEM: 5

Applicant: Silver Fern Management, LLC for Woodside Encore at Sunset Ranch, LLC

Request: A Minor Amendment to the City of Peoria General Plan for approximately 9.67 acres from Residential-Estate (0-2 du/ac) to Residential-Low (2-5 du/ac).

Proposed Development Sunset Ranch 2 – Parcel E: The conceptual development plan proposes an additional 29 residential lots to be incorporated into the Sunset Ranch 2 development.

Location: The property is located north and east of Lake Pleasant Parkway and Williams Road.

Site Acreage 9.67 acres

Support / Opposition: Staff has received one phone call in support and no correspondence in opposition to this request.

Recommendation: Recommend approval of case GPA 12-0006 to the City Council

AREA CONTEXT

Table 1: Existing Land Use, Future Land Use, Current Zoning (Exhibits B and C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Residential-Estate (0-2 du/ac, target 1 du/ac)	AG - Agriculture
North	Wealth Management Office Bldg and vacant	Residential-Estate (0-2 du/ac, target 1 du/ac) and Office	Planned Area Development (PAD-Office) and AG
South	Residential – Sunset Ranch 2 Parcels A & C	Residential-Low (2-5 du/ac, target 3 du/ac)	PAD – Single-Family Residential
East	Vacant	Residential-Estate (0-2 du/ac, target 1 du/ac.)	Planned Community District (PCD –The Meadows)
West	Lake Pleasant Pkwy, then the Pinnacle Peak Public Safety Facility	Residential-Estate (0-2 du/ac, target 1 du/ac)	AG - Agriculture

PROJECT DESCRIPTION

1. The applicant is requesting a minor amendment to the General Plan Land Use Map for approximately 9.67 acres of land located east of Lake Pleasant Parkway and accessed from Williams Road, which is ½ mile between Deer Valley and Pinnacle Peak Roads. The amendment would change the current Residential Estate designation (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac) to allow for the expansion of the Sunset Ranch 2 single-family residential development. The proposed land use change will allow for approximately 29 new home lots on the area identified as Parcel E on the attached development plan (Exhibit D).
2. This request is accompanied by a rezoning application for a major amendment to the Sunset Ranch 2 Planned Area Development (case Z05-25A.3) and preliminary plat (case P12-0006). Both of these applications address a larger expansion of the Sunset Ranch 2 development incorporating the addition of 5 parcels of land totaling 19.72 acres, which includes the 9.67 acres of the GPA. As envisioned with these three applications, the Sunset Ranch 2 development will be a total of 156 lots over 53 acres for a projected density of 2.94 du/ac. It should be noted that the developer is attempting to acquire additional property in the area to include in Sunset Ranch 2. Future amendments may be forthcoming.

LAND USE BACKGROUND

Annexation Ordinance 81-53

3. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was designated as AG Zoning.

Rezoning (Case Z 05-25)

4. On February 7, 2006, the City Council approved the rezoning for Sunset Ranch 2 (which included the west half of the subject site) from General Agricultural (AG) to PAD. This PAD established guidelines to develop an 86-lot single-family residential development on 33 acres.

Rezoning (Case Z 05-25A.1)

5. On February 6, 2007, the City Council approved a major amendment to the Sunset Ranch 2 PAD to increase the lot count from 86 to 88 lots and to make minor modifications to the internal circulation pattern.

Rezoning (Case Z 05-25A.2)

6. On July 27, 2010, Planning Staff administratively approved a Minor PAD amendment modifying the lot depths for eight lots along Williams Road (Parcel B) to accommodate rear wall undulations and street frontage landscaping.

SURROUNDING AREA

7. Proceeding clockwise directly west of the subject site on the opposite side of Lake Pleasant Parkway is the Pinnacle Peak Public Safety Facility. To the north of the amendment area is the Wealth Management office building and vacant land. The ownership group of the vacant land to the north has recently expressed interest in moving forward with a potential GPA and rezone to single-family residential.
8. The Meadows Planned Community Development (PCD) is adjacent to the subject site on the east side of 99th Avenue. Nearest to the site will be two subdivisions containing 7,000 and 24,000 square feet single-family residential lots.
9. Abutting the site to the south is the Sunset Ranch 2 development, with which this site will be combined. As currently planned and under construction, the project is slated for 88 single-family residential lots. To date, 82 of the lots have been sold or are under contract.

DISCUSSION AND ANALYSIS

Minor General Plan Amendment Evaluative Criteria

10. Chapter 14 of the Peoria General Plan ("Plan Administration") directs the City to make an affirmative finding that the proposal substantially demonstrates or exhibits the following evaluative criteria:
 - i. The development pattern contained in the Land Use Plan inadequately provides appropriate optional sites for the use or change proposed in the amendment.

- ii. The amendment constitutes an overall improvement to the General Plan and is not solely for the good or benefit of a particular landowner or owners at a particular point in time.
- iii. The amendment will not adversely impact the community as a whole or a portion of the community by:
 - Significantly altering acceptable existing land use patterns,
 - Requiring larger and more expensive improvements to roads, sewer or water delivery systems than are needed to support the prevailing land uses and which, therefore, may impact developments in other areas,
 - Adversely impacting existing uses because of increased traffic on existing systems, or
 - Affecting the livability of the area or the health and safety of the residents.
- iv. That the amendment is consistent with the overall intent of the General Plan and other adopted plans, codes and ordinances.

Existing General Plan Land Use Designation

11. The underlying land use designation (Exhibit B) for the subject property is Residential-Estate (0-2 du/ac) with an underlying target density of 1 du/ac. This designation is intended to provide areas where large-lot, from 18,000 sf and larger, single family residential development is desirable or areas of maximized open spaces are sought. This land use designation also provides transitional areas between natural open spaces and residential development.

Request to Designate Site to Residential-Low

12. The request is to change the land use designation for the site to Residential-Low (2-5 du/ac) with a target density of 3 du/ac. This category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. The category is intended to provide for increased density range while still maintaining a detached single-family home character. Suitability is determined on the basis of location, access, availability of existing or proposed public facilities and utilities, existing and future land use patterns, and natural or man-made constraints. This category will allow for an extension of the existing Sunset Ranch 2 development pattern and character to occur, while maintaining a density of 2.94 which is below the target of 3 du/ac for the Residential-Low category.

Land Use Transition and Compatibility

13. Over the past several years, a number of properties in this area and adjacent to Lake Pleasant Parkway (between ¼ mile south of Pinnacle Peak Rd to Calle Lejos – which is ½ mile north of Pinnacle Peak Rd) have been planned and built as non-residential uses such as the Pinnacle Peak Public Safety Facility and recent parking lot expansion, Wealth Management office building, Candeo charter elementary school, and recently approved Chateau Sous Le Soleil skilled nursing and assisted living facility. In addition, the four corners of Pinnacle Peak Road and Lake Pleasant Parkway are all zoned Intermediate Commercial (C-2),

with the southwest corner already developed as a Circle K gas station and convenience store. These uses articulate the progression that the Lake Pleasant Parkway corridor is going through in terms of land use changes.

14. The Residential-Estate land use designation extends to the properties to the north and east of the proposed site (Exhibit B). In general, developments in this vicinity, particularly south of Pinnacle Peak Road, do not follow a pattern of rural, large-lot single family land uses. The transportation corridor of Lake Pleasant Parkway, a restricted-access major arterial roadway, located directly west of the property presents the need for alternative land uses in this area. The higher speeds (50 mph speed limit) and considerable traffic (over 24,000 average daily trips) present on Lake Pleasant Parkway adjacent to the site make it much less compatible with larger-lot single family residential.
15. It is staff's assessment that the proposed amendment creates for a logical extension of the Residential-Low land use category. Directly north of this site there are small 2-5 acre parcels, with fractured ownership, that are not conducive to large lot residential. In addition, this proposal will allow for a single-family development character that is similar to the approved master planned community of the Meadows which is adjacent to this site on the east. The proposed Residential-Low designation will support the associated PAD amendment request and the continuation of a well developed Sunset Ranch single-family residential development.

Relevant General Plan Policies and Objectives

16. The applicant has identified goals and policies from the General Plan that support this request (Exhibit E). Staff finds the following goals and objectives particularly relevant:

Objective 1.M: Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

Objective 1.N: Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.

Policy 1.H.4: Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools, and shopping areas.

CIVIC ENGAGEMENT & NOTIFICATION

Neighborhood Meeting

17. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting. The

applicant notified property owners within 600 feet of the subject site for the required neighborhood meeting, which was held on July 18, 2012 at the City of Peoria Sunrise Mountain Library between 6:15pm and 7:45 pm. Four property owners attended the meeting. Meeting attendees provided several comments that are characterized and addressed in the associated Rezoning case Z05-25A.3. There was no stated opposition to the General Plan Amendment at this meeting.

Public Notification

18. Public notice was provided in the manner prescribed under Section 14.D of the City of Peoria General Plan. Posting of the site was completed within the prescribed 15-30 days prior to the Public Hearing.

Support / Opposition

19. As of this writing, the City has received one phone from the property owner to the north of the Parcel E in support on this request. No opposition has been received to date.

Proposition 207

20. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

21. The proposed amendment supports the following findings:
 - The amendment constitutes an overall improvement to the City's General Plan; and
 - The proposal provides for a land use category that will allow for a development of compatible scale and intensity as the adjacent residential areas; and
 - That the amendment will better reflect the development needs of the area while accounting for the existing built environment; and
 - The amendment is in conformance with the Goals, Objectives, and Policies of the Peoria General Plan; and
 - That the amendment will not adversely impact the community as a whole or a portion of the community by:
 - i. Significantly altering acceptable existing land use patterns,
 - ii. Requiring larger and more expensive improvements to roads, sewer or water systems than are needed to support the prevailing land uses and which, therefore, may impact development of other lands,
 - iii. Adversely impacting existing uses because of increased traffic on existing systems, or
 - iv. Affecting the livability of the area or the health and safety of the residents.

It is recommended that the Planning and Zoning Commission take the following action:

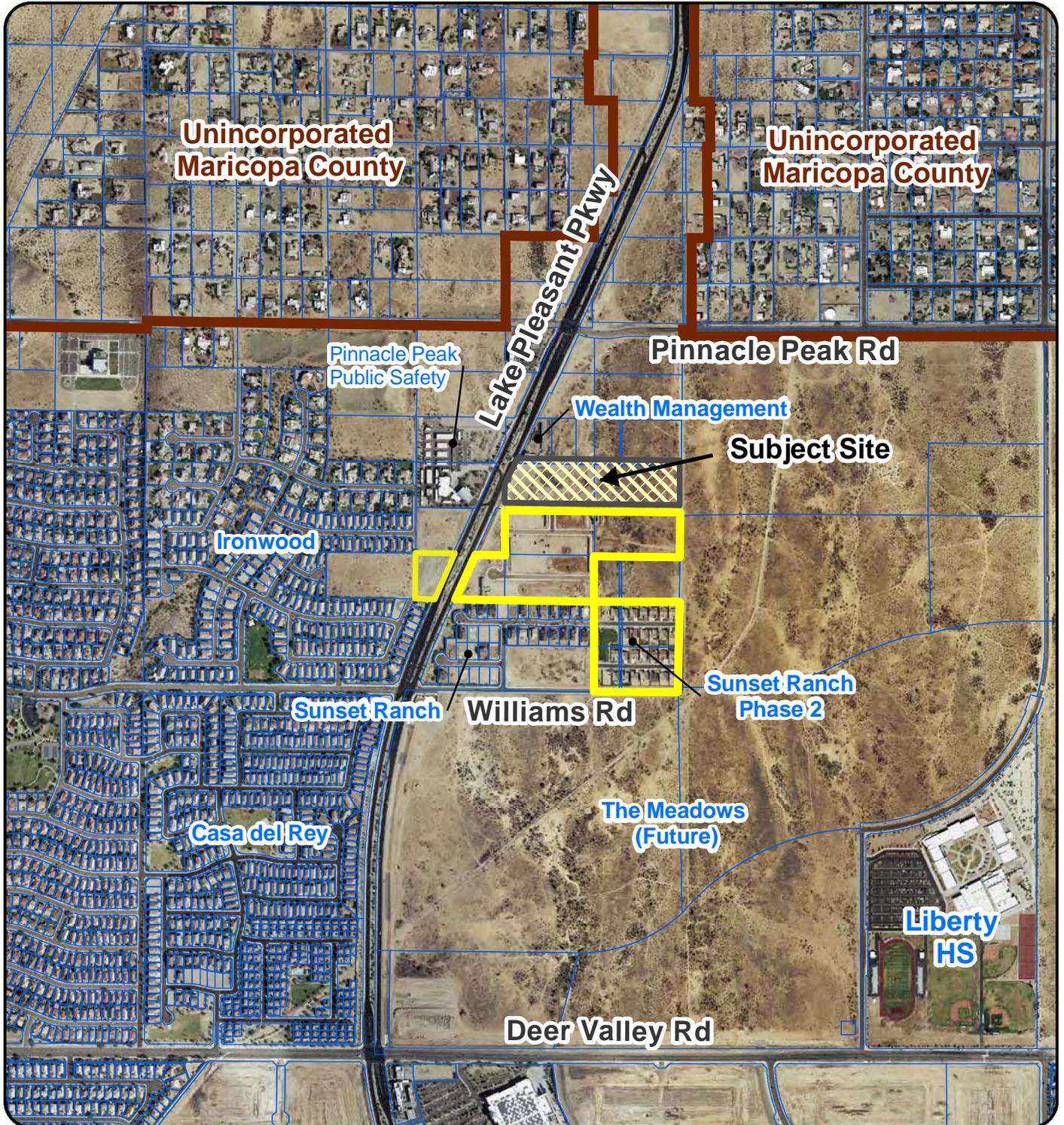
Recommend approval of Case GPA 12-0006 to the City Council.

Attachments

- Exhibit A: Vicinity/Context Map
- Exhibit B: Existing General Plan Land Use Map
- Exhibit C: Proposed General Plan Land Use Map
- Exhibit D: Conceptual Development Plan
- Exhibit E: Description and Justification for Request Report

Report prepared by:
Robert Gubser, AICP
Principal Planner

GPA12-0006 Vicinity Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

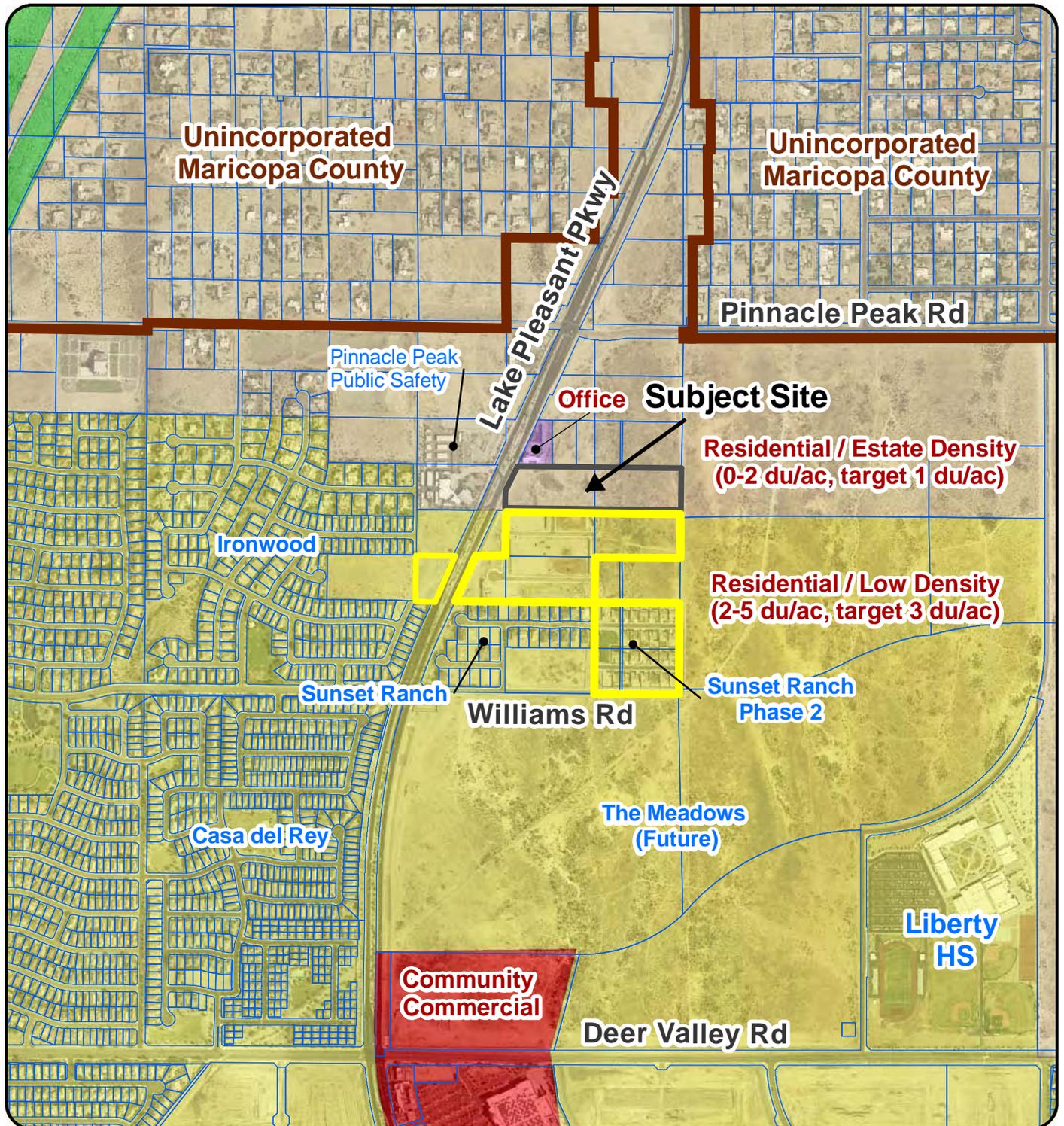
Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale

GPA12-0006 Existing Land Use Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

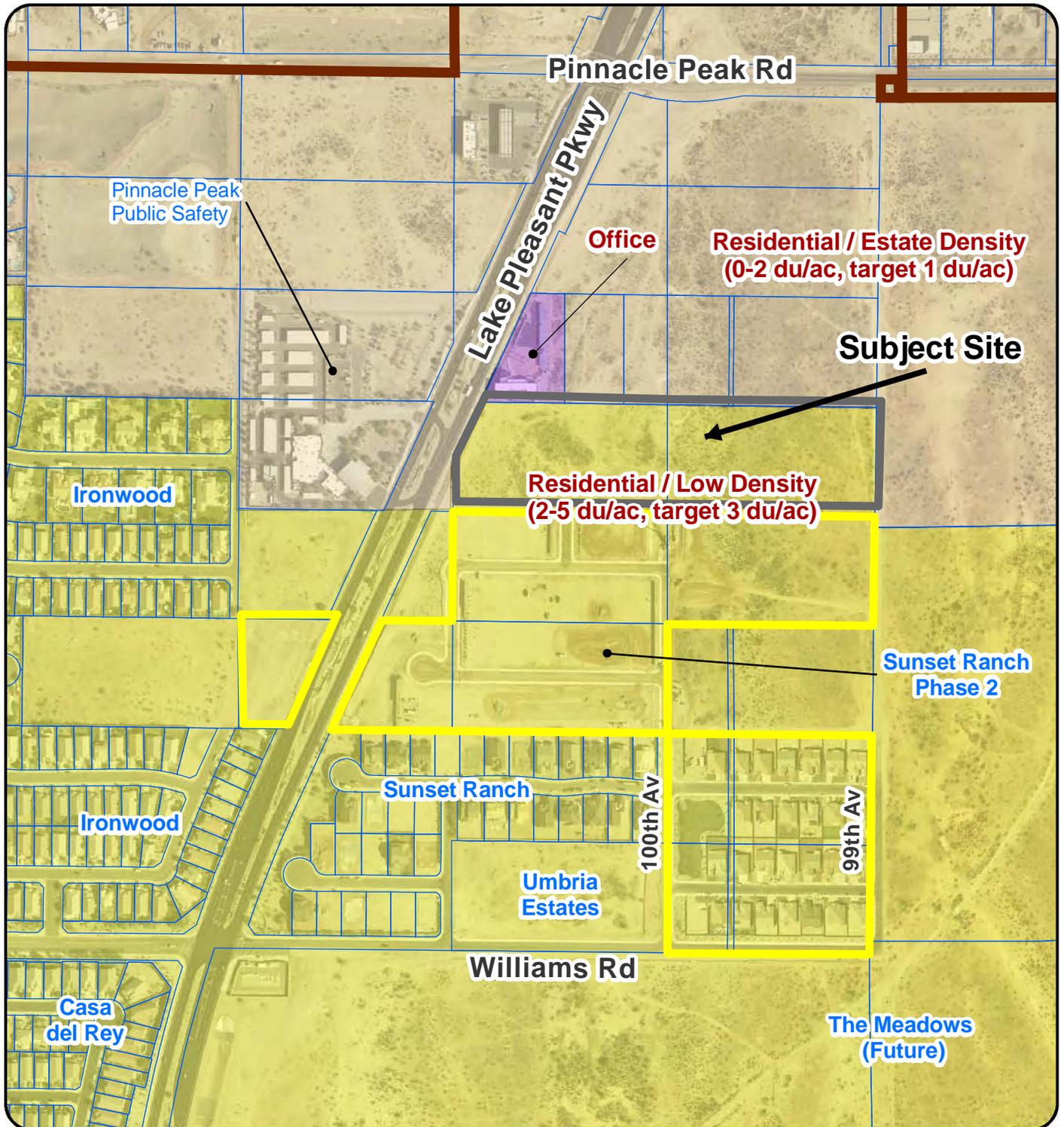
Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale



GPA12-0006 Proposed Land Use Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy



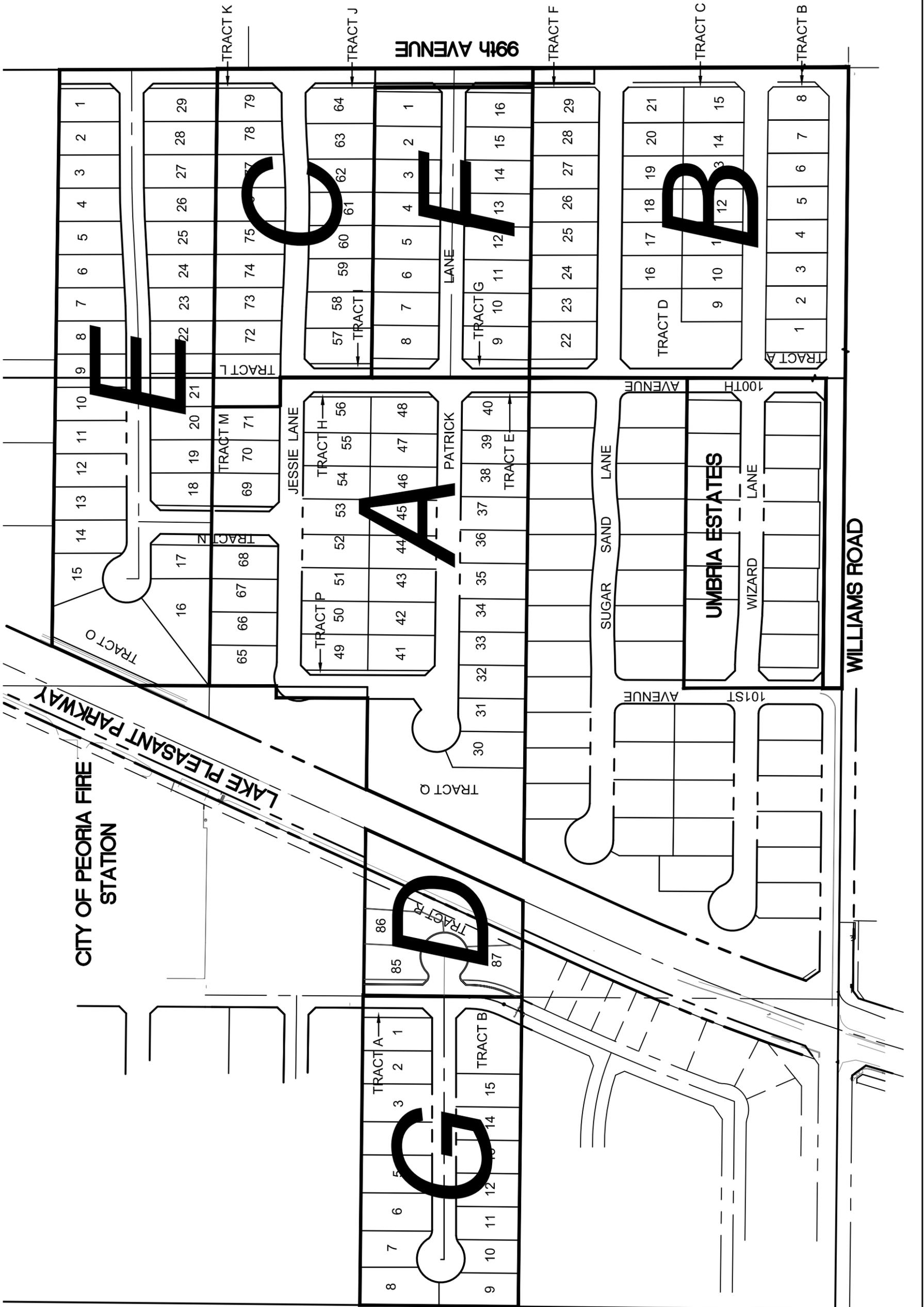
Not to Scale



3010 South Priest Drive Ste 101
 Tempe, Arizona 85282
 Phone: (480) 629-8830
 www.bowmanconsulting.com



JOB #	9620
DATE	5/11/12
SCALE	N.T.S.
DRAWN	skt
SHT 1 OF 1	



MINOR GENERAL PLAN AMENDMENT

For

SUNSET RANCH II

A PLANNED AREA DEVELOPMENT
EAST OF LAKE PLEASANT PARKWAY AND
NORTH OF WILLIAMS ROAD
PEORIA, ARIZONA

Prepared for:

Woodside Encore at Sunset Ranch, LLC
1811 North Alma School Road, Suite 190
Mesa, AZ 85210

Prepared by:

Silver Fern Management, LLC
1960 East Baseline Road, Suite 101
Tempe, AZ 85283

June 13, 2012

Rev: August 10, 2012

Case Number: GPA 12-0006

SUNSET RANCH 2
DESCRIPTION AND JUSTIFICATION FOR REQUEST

1. *Provide a brief description and reason for the requested change.*

Sunset Ranch 2 is a 33-acre, five phase site subject to PAD zoning for single-family residential development since 2005 under Case Number Z-05-25 and is located at northwest corner of 100th Avenue and Williams Road (the "Property"). A Major PAD Amendment was secured in 2006 consistent Peoria General Plan allowing for Low Density Single Family Residential of 2 to 5 dwelling units per acre, with a target 3 du/ac for Phases A through D. The fifth phase, Phase E is located at the northern most boundaries and allows for Estate density with a range of 0-2 dwelling units per acre with a target density of 1 per acre. The overall density of the Sunset Ranch 2 development is 2.94 du/ac.

A Minor PAD Amendment approval was obtained July 27, 2010. Since that time, Phases A and B have been fully developed. Phase C and D are platted, engineered and development has commenced. Phase E (APN 200-10-025A) is preliminarily platted and engineered for 1+ acre lots; however, the final plat has not recorded and development has not commenced. The applicant is seeking to acquire Additional Sites located immediately adjacent to the Property as illustrated in the attached Pre-App Context Plan Exhibit to include in the Property. As part of the General Plan amendment and Rezoning application, the project known as Umbria Estates (located on Williams Rd, parcel 200-10-007A) will be incorporated into the overall Sunset Ranch 2 development. The Preliminary Plat for this project is approved and improvement plan processing is underway.

To provide an aesthetic composition and deliver a sense of continuity to the Additional Sites, the Applicant requests a Minor General Plan Amendment for two parcels with an accompanying Major PAD Amendment to the Property to add the Additional Sites to the existing community.

- Minor General Plan Amendment - We request a minor amendment to the City of Peoria General Plan on two (2) sites located north of the northwest corner of 99th Avenue and Jessie Lane within and contiguous to the existing Sunset Ranch 2 PAD (see attached Zoning Designation Exhibit). We request a land use designation revision on a 4.916-acre (APN 200-10-052D) site adjacent to the Sunset Ranch 2 community from Residential Estate to Residential Low Density and on Sunset Ranch 2 Parcel E, a 4.75-acre (APN 200-10-025A) from PAD zoning with the Residential Estate land use category to PAD with a Residential Low Density category designation.

We believe that the requested Minor GPA permitting a Residential Low Density land use designation will provide for more appropriate usage complementing those to the south along Lake Pleasant Parkway, and an appropriate transition for current office building immediately to the northwest and the C-2 zoned property at the SEC of Lake Pleasant Pkwy and Pinnacle Peak Rd. The requested Residential Low Density designation is also compatible with the designated MRD-7 land use (2.62/2.87 du/ac) within Development Unit 8 of The Meadows Conceptual Development Plan immediately to the east. Other properties to the immediate north of the Property and Additional Sites remain vacant land zoned AG.

- Major PAD Amendment – Concurrently with consecutive approval, we request consideration for a Major Amendment to the Sunset Ranch 2 PAD to contemplate revisions to the conditions and standards allowed by this Minor GPA for Parcels 200-10-052D and 200-10-025A, the addition of Umbria Estates with the R1-6 zoning conditions and standards and addition of parcels 200-10-024, 200-10-037A, 037B and 037C.

2. *If map amendment, indicate the existing and the proposed General Plan Land Use designation(s).*

This is a request for minor amendment to the General Plan Land Use Map from:

Existing General Plan Land Use Designation: Estate Residential as illustrated in attached Exhibit A

Proposed General Plan Land Use Designation: Residential Low Density as illustrated in attached Exhibit B

3. *In what way does the existing plan inadequately provide suitable alternatives to this request.*

The Property and Additional Sites included in the General Plan Amendment are bound by vacant land zoned AG and the Wealth Management Office Building to north, Lake Pleasant Parkway to the west, 99th Avenue and The Meadows PCD to the east and the Sunset Ranch 2 single family residential community and Williams Road to the south. The Wealth Management International (APN 200-10-036F) property secured approval of a GPA to change the land use designation from Estate Residential to Office and thereafter rezoned the property from General Agriculture to PAD to permit desired office usages on November 05, 2009. Development is complete and the facilities are operational.

The Estate Residential Land Use classification permits 0 – 2.0 dwelling units per acre with a target density of 1.0 dwelling units per acre. Evaluation by applicant of the current General Plan designation shows that the best use of the Property and Additional Sites is a low density single family residential designation to be compatible with surrounding land uses and the general character of residential development in the area. This is further validated by the office use to the north and continued market demand for the product offered within Sunset Ranch 2 community. These elements illustrate that the best use of Phase E and Parcel 200-10-052D is single family residential governed by the Sunset Ranch PAD with a R1-8 zoning standard and the existing R1-6 zoning for Umbria Estates.

4. *How will this amendment affect the property values and neighborhood stability? Provide supporting and/or case studies.*

The Minor General Plan Amendment and Major PAD Amendment will provide an aesthetic composition and deliver a sense of continuity to the Additional Sites that would otherwise remain undeveloped for an indefinite period of time. The development of the Additional Sites will provide a sense of completion to the Sunset Ranch 2 community while affording a cohesive thematic composition previously not offered by the independent exclusive development of land parcels. Development will also provide consistent maintenance of the Additional Sites through annexation into the Sunset Ranch 2 Association versus dormant land.

5. ***How will this amendment contribute to compatible neighborhood patterns. Provide supporting data.***

As previously noted, development of the Additional Sites under the Sunset Ranch 2 PAD landscaping standards, building setbacks and lot sizing in concurrence with the Minor General Plan Amendment further enhances compatible uses. Completion of the internal community and adjacent roadway system contributes and completes the neighborhood pattern. The proposed Residential Low Density land use designation is the most appropriate considering the surrounding land uses and the proximity of the LPP regional transportation infrastructure adjacent to the site.

6. ***How will this amendment contribute to an increased tax base, economic development, and employment opportunities? Provide supporting data.***

Applicant supports as a self-evident proposition that the tax benefit of single family residential on the Additional Sites relative to vacant land undesirable for development as stand-alone or Residential Estate is captured both in terms of property valuation and generation of property tax thereafter. Applicant further submits that additional residential in proximity to the Camino a Lago Marketplace shopping center will provide potential sales tax revenue generated from proximity shopping.

7. ***How will this amendment contribute to the City's goal of achieving balanced housing, shopping, employment and recreational opportunities?***

This area is developed primarily with single-family residential and office/public usages east and west along Lake Pleasant Parkway. Applicant proposes the mechanism to complete the residential development which is adjacent to the Sunset Ranch 2 community; thereby achieving a cohesive balance of single family residential to these infill parcels. The proposed development will have its own open space areas and means of maintenance through the community association thus mitigating the impacts on City recreational open spaces.

8. ***How will this amendment affect existing infrastructure of the area, specifically, the water, wastewater and street system.***

Adequate water and wastewater infrastructure is available to provide service the site. Onsite extension of services will be provided with the development. Access is provided from Williams Road and 99th Avenue. West half street improvements to 99th Avenue will be completed with the development.

9. ***How will this amendment affect the ability of the school district to accommodate the children? Indicate the specific schools to be attended and provide attendance and other data reflecting impacts to the specified schools, and district comments.***

The development is located within the Peoria Unified School District (the "District"). The original developers for Sunset Ranch II entered into a Developer Assistance Agreement with the District. Students within this development east of Lake Pleasant parkway will attend Parkridge Elementary School, and Liberty High School. Students west of Lake Pleasant Parkway will attend Zuni Hills Elementary School. Voluntary contributions are made on a per lot basis to support educational facilities in the Parkridge Elementary service area. The Applicant has contacted Christian Williams at the District

to provide increased density information. Contributions attributed to the Additional Property contemplated in the Minor General Plan Amendment and Major PAD Amendment will be provided. A developer donation agreement that runs with the Sunset Ranch II community has been executed by the Owner.

10. *Specifically, what elements, Goals, Objectives, and Policies of the General Plan will be affected?*

Below are Objectives and Policies of the General Plan that are supported by the proposed amendment:

Policy 2.1.A.1 Promote planned developments where resources and infrastructure are in place to facilitate orderly and efficient growth

Policy 2.1.H.4 Encourage infill residential development that takes advantage of existing municipal services, utilities, transportation facilities, schools and shopping areas.

Objective 2.1.M Provide a diversity of housing types to meet the needs of persons of all income levels and ages.

Policy 2.1.M.1 Accommodate an adequate supply and mix of developable residential land to accommodate future housing needs.

Objective 2.1.N Support healthy residential environments that provide for safe and convenient access, open space and recreational opportunities, access to public schools and services and protection from incompatible land uses.

Policy 2.1.N.1 Require adequate buffering to protect residential neighborhoods from intrusion by incompatible land uses.

11. *How will this amendment support the overall intent and/or constitute an overall improvement to the General Plan?*

The amendment will afford an overall improvement to the General Plan by providing an appropriate transitional land use while delivering an aesthetic composition and true sense of continuity to the Additional Sites that currently are left as stand-alone small out-parcels with small likelihood for development otherwise. The proposed high quality development will provide solidification of currently undeveloped outparcels bringing an increased tax base while encouraging continued commercial growth in the surrounding area. The current estate residential zoning on the site is not the best use of the property predicated on the immediate northern usages and independent development is unlikely.

RESOLUTION NO. 2012-123

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA AMENDING THE LAND USE MAP OF THE PEORIA GENERAL PLAN FOR THE CITY OF PEORIA, ARIZONA; AND PROVIDING FOR SEPARABILITY AND AN EFFECTIVE DATE.

WHEREAS, the General Plan heretofore adopted by the City of Peoria, Arizona provides for periodic review and amendment;

WHEREAS, the City of Peoria is required to follow the procedures of A.R.S. 9-461.06 in adopting any amendments to the General Plan; and

WHEREAS, the Peoria Planning and Zoning Commission, after due and proper notice as required by law, held a public hearing regarding amendment number GPA 12-0006, on September 13, 2012; and

WHEREAS, after such public hearing and consideration of GPA 12-0006, the Peoria Planning and Zoning Commission recommended adoption of GPA 12-0006 on September 13, 2012, a copy of which recommendation is on file with the City Clerk of the City of Peoria, Arizona, and which said case number GPA 12-0006 was transmitted to the Mayor and Council of the City of Peoria prior to the meeting of October 23, 2012; and

WHEREAS, after notice in the manner and form provided by law, a public hearing regarding case number GPA 12-0006 was held by the City Council on October 23, 2012, as required by A.R.S. 9-461.06; and

WHEREAS, after due and proper consideration of such GPA 12-0006, the Mayor and Council of the City of Peoria, Arizona have found that GPA 12-0006 will properly aid in the orderly growth and development of the City of Peoria, Arizona.

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

Section 1. Amendments to the Peoria General Plan

1. The City Council of the City of Peoria, Arizona, does hereby accept and adopt amendment number GPA 12-0006, amending the Land Use Map of the Peoria General Plan, for the area described in Exhibit A1-A2.

SECTION 2. Separability.

In the event any part, portion or paragraph of this Resolution is found to be invalid by any court of competent jurisdiction, the invalidity of such part, portion, or paragraph shall not affect any other valid part, portion, or paragraph of this Resolution and effectiveness thereof;

SECTION 3. This Resolution shall become effective in the manner provided by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Peoria, Maricopa County, Arizona this 23rd day of October, 2012.

Bob Barrett, Mayor

Date Signed _____

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

EXHIBIT A1

LEGAL DESCRIPTION SUNSET RANCH II PARCEL E

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT ALL THAT PART OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, WHICH LIES WITHIN A STRIP OF LAND 130 FEET IN WIDTH, BEING FIFTY-FIVE FEET WIDE ON THE NORTHWESTERLY SIDE AND 75 FEET WIDE ON THE SOUTHEASTERLY SIDE (BOTH MEASURED AT RIGHT ANGLES) OF THE APPLICABLE PART OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT WHICH LIES SOUTH 89 DEGREES 43 MINUTES 48 SECONDS WEST (ASSUMED BEARING), 2,260.00 FEET FROM THE SOUTHEAST CORNER OF SECTION 20, TOWNSHIP 4 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY. ARIZONA;

THENCE NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, 5,303.31 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 20, WHICH LIES SOUTH 89 DEGREES 54 MINUTES 47 SECONDS WEST, 2,279.95 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 20;

THENCE CONTINUING NORTH 00 DEGREES 10 MINUTES 23 SECONDS EAST, 1,250.72 FEET TO THE POINT OF CURVE OF A 01 DEGREE 15 MINUTE 00 SECOND CURVE CONCAVE EASTERLY HAVING A CENTRAL ANGLE OF 24 DEGREES 08 MINUTES 32 SECONDS AND A TANGENT OF 980.23 FEET;

THENCE NORTHERLY 1,931.38 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF;

THENCE NORTH 24 DEGREES 18 MINUTES 55 SECONDS EAST 2,360.53 FEET TO A POINT ON THE NORTH LINE OF SECTION 17 OF SAID TOWNSHIP AND RANGE, WHICH POINT LIES NORTH 89 DEGREES 34 MINUTES 17 SECONDS WEST, 843.59 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE CONTINUING NORTH 24 DEGREES 18 MINUTES 55 SECONDS EAST, 1,693.32 FEET TO THE POINT OF CURVE OF A 04 DEGREE 00 MINUTE CURVE CONCAVE WESTERLY HAVING A CENTRAL ANGLE OF 24 DEGREES 49 MINUTES 47 SECONDS AND A TANGENT OF 315.32 FEET;

THENCE NORTHERLY 620.74 FEET ALONG THE ARC OF SAID CURVE TO THE POINT OF TANGENCY THEREOF, SAID POINT BEING ON THE EAST LINE OF SECTION 8 OF SAID TOWNSHIP AND RANGE;

THENCE NORTH 00 DEGREES 30 MINUTES 52 SECONDS WEST, 3,126.67 FEET ALONG SAID EAST LINE OF SAID SECTION 8 TO THE NORTHEAST CORNER OF SAID SECTION 8, AS SET FORTH IN FINAL DECREE IN CONDEMNATION RECORDED IN DOCKET 10495, PAGE 87.

EXCEPT ALL OIL, GAS AND OTHER MINERAL DEPOSITS AS RESERVED IN THE PATENT.

ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17;

THENCE SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST, ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, A DISTANCE OF 987.46 FEET TO A POINT BEING THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 89 DEGREES 13 MINUTES 20 SECONDS WEST, A DISTANCE OF 649.86 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 TO THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, AND THE **TRUE POINT OF BEGINNING**;

THENCE SOUTH 00 DEGREES 01 MINUTE 45 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, DISTANCE OF 329.53 FEET TO THE SOUTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE NORTH 89 DEGREES 15 MINUTES 24 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, A DISTANCE OF 650.86 FEET TO THE SOUTHWEST CORNER OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

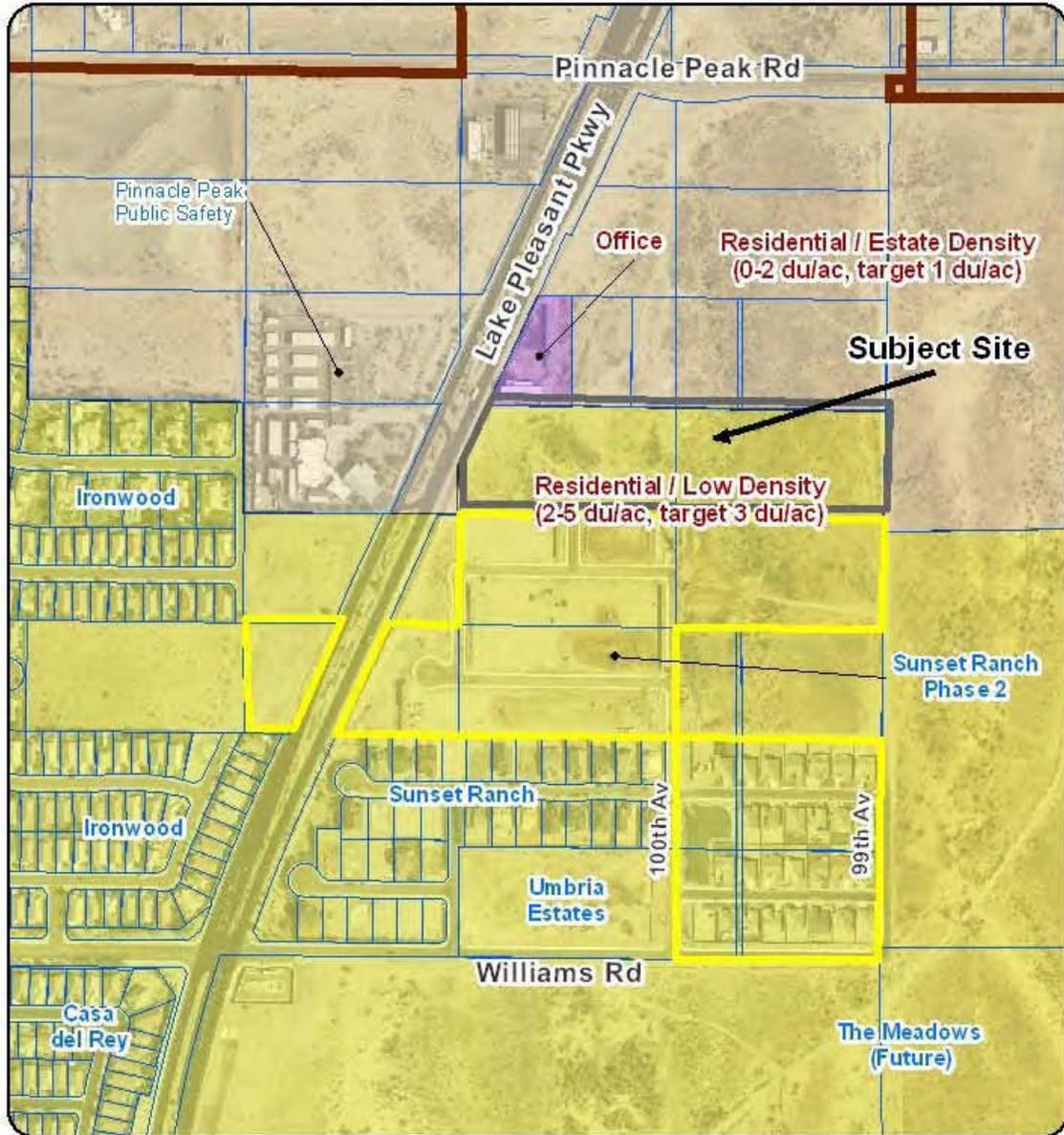
THENCE NORTH 00 DEGREES 12 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 147.87 FEET TO A POINT ON THE EAST LINE OF A 75 FOOT RIGHT-OF-WAY FOR LAKE PLEASANT PARKWAY AS DESCRIBED IN DOCKET 10495, PAGE 87, RECORDS OF MARICOPA COUNTY;

THENCE NORTH 24 DEGREES 45 MINUTES 21 SECONDS EAST, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 199.22 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17;

THENCE SOUTH 89 DEGREES 07 MINUTES 16 SECONDS EAST, ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17 A DISTANCE OF 567.08 FEET TO THE **TRUE POINT OF BEGINNING**.

EXHIBIT A2

GPA12-0006 Proposed Land Use Map



GPA12-0006: Minor General Plan Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Minor Land Use Amendment for 9.67 acre from Estate Density to Low Density Residential

Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 12R

Date Prepared: September 18, 2012

Council Meeting Date: October 23, 2012

TO: Carl Swenson, City Manager
FROM: Chris Jacques, AICP, Planning and Community Development Director
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager
SUBJECT: Z05-25A.3 Sunset Ranch 2

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for a Major Amendment to the Sunset Ranch 2 Planned Area Development for 19.72 acres of land from General Agriculture (AG), R1-6 Single-Family Residential, and Planned Area Development to Planned Area Development (PAD) in order to facilitate the addition of 69 residential lots into the existing development.

Background/Summary:

The subject property, Sunset Ranch 2, is an existing 88 lot, 33 acre single family residential development spread over an assemblage of 7 parcels. The project is located north of Williams Road, extending to both the east and west sides of Lake Pleasant Parkway. The request is for an amendment to the Sunset Ranch 2 Planned Area Development to accommodate an additional 5 parcels (Exhibit D of the P&Z Staff Report) with a combined total of 19.72 acres, increasing the overall project size to 53 acres. The total lot count will increase to 156 with an overall project density of 2.94 du/ac. There are two companion applications, GPA12-0006, which is requesting an amendment to the land use designation from Residential Estate (0-2 du/ac, target of 1 du/ac) to Residential Low (2-5 du/ac, target of 3 du/ac) for 9.67 acres along the northern boundary of the development, and P12-0006 which is platting the new development parcels.

The original rezoning from General Agriculture to Planned Area Development for Sunset Ranch 2 occurred in 2006 with an entitlement of 86 lots and density of 2.6 du/ac. There were two subsequent amendments that were minor modifications to overall lot count (increased to 88), internal circulation patterns, and lot depths. At the time of this report, 82 of the planned 88 lots have been sold or are under contract.

The development standards for the new parcels (E, F, and G) will mirror the standards of the existing project with 70' wide lots and 10,000+ sf average lot size. The Umbria Estates parcel was rezoned and platted under the R1-6 Single-Family Residential zoning designation in 2006

and will retain those standards plus maintain 70' wide lots and 8,000+ sf average lot size. The Umbria Estates parcel is not yet developed and incorporating it into Sunset Ranch 2 at this time will allow for common thematic elements to exist and a seamless transition with the existing areas of the project.

As with all General Plan Amendments and Rezones, a citizen participation component is required. The applicant held a neighborhood meeting in July with 4 people in attendance. While there was no stated opposition, several concerns regarding the development of Parcel G from Ironwood residents and HOA President were discussed including: the increase in traffic speed and volume on 102nd Avenue, limiting the development to one-story homes only, prohibiting RV parking on the new home lots, and a consistent wall design between the two projects. These items were addressed following the meeting through discussion and negotiations with the parties involved. Prior to the P&Z Commission Meeting, the HOA President indicated that he was accepting of the changes made with the project and that his concerns were addressed.

At the September 13, 2012 Planning and Zoning Commission Meeting, two residents from Sunset Ranch 2 spoke on the application. They stated their concern about the increase in traffic that an additional 69 lots would bring to the area (more specifically the 29 lots created in Parcel E). Through the application process, both the Traffic Engineering and Site Development Divisions reviewed the traffic statement provided and did not express any potential issues regarding the increase in lot count potentially overloading any of the internal residential streets. Based on typical traffic flow patterns, those residents in the northern most portion of the development (Parcel E) will most likely take the direct route to Williams Road via 99th Avenue rather than traversing through the development and the future roundabout at 100th Avenue and Wizard Lane.

Also at the meeting, a revised set of conditions of approval was presented. The applicant had previously raised the question regarding Condition #19 (as referenced in the attached staff report) and the requirement for a noise mitigation study to be submitted with the preliminary plat. This condition was redundant as the noise wall requirement along Lake Pleasant Parkway was already addressed during the previous phase of Sunset Ranch 2 and the language to address the necessary wall height was included in the PAD. Engineering concurred with the removal of the condition.

It is staff's assessment that the proposed major PAD amendment creates for a logical extension and continuation of the well developed Sunset Ranch 2 single-family residential development. This amendment will allow for assemblage of parcels that will in turn create an overall cohesive development pattern that was not possible due to multiple ownerships at the time of the original PAD approval. In addition, with the inclusion of the new parcels, the overall thematic composition of the area will be enhanced by not having fractured developments. The expansion of Sunset Ranch 2 is appropriate to character of the surrounding area and the density of 2.94

du/ac is in conformance (subject to the approval of GPA12-0006) with the underlying Residential-Low land use designation.

Previous Actions:

This amendment has been subject to the City's Major Planned Area Development process. A public hearing was held for this item at the September 13, 2012 Planning & Zoning Commission Meeting. The Planning & Zoning Commission unanimously recommended approval of this request, subject to the revised conditions, with a **5-0** vote.

A public hearing was held at the same meeting for a related minor General Plan Amendment (GPA 12-0006) for the Sunset Ranch 2 development.

Options:

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's September 13, 2012 recommendation (5-0) to approve Case Z05-25A.3.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, staff can approve the Preliminary Plat associated with this application (P12-0006).

Exhibit(s):

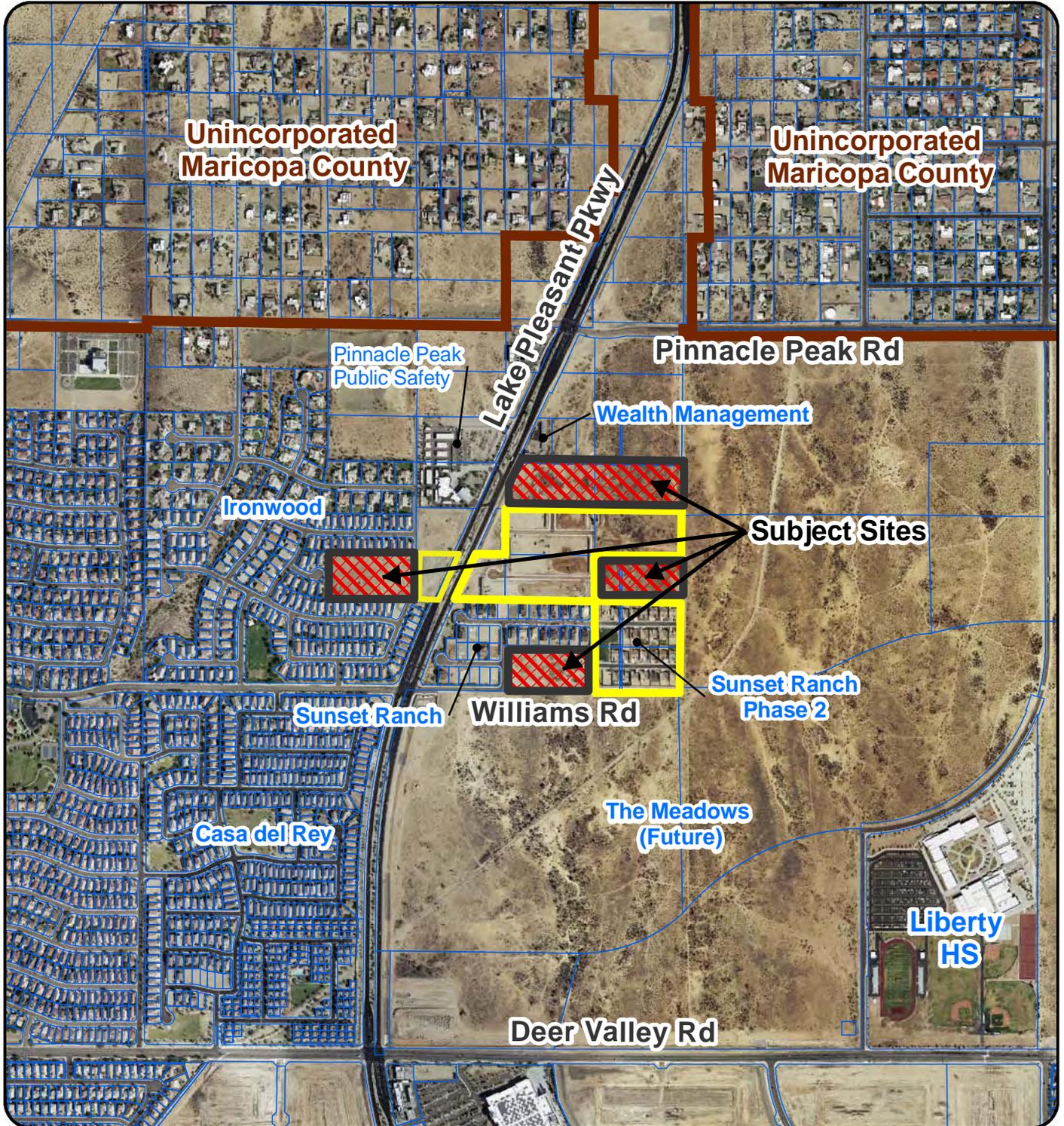
Exhibit 1: Vicinity Map

Exhibit 2: September 13, 2012 Planning and Zoning Commission Staff Report with Exhibits

Exhibit 3: Draft Ordinance

Contact Name and Number: Robert Gubser, AICP, Principal Planner, x7405

Z05-25A.3 Vicinity/Context Map



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area.

Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale



REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 05-25A.3
DATE: September 13, 2012
AGENDA ITEM: 6

Applicant: Silver Fern Management, LLC for Woodside Encore at Sunset Ranch, LLC

Request: A Major Amendment to the Sunset Ranch 2 Planned Area Development to incorporate the addition of approximately 19.72 acres of new development area.

Proposed Development Expansion of Sunset Ranch 2: The conceptual development plan proposes an additional 69 residential lots to be incorporated into the existing 88 lot Sunset Ranch 2 development.

Location: The subject sites are located north of Williams Road and on either side of Lake Pleasant Parkway.

Site Acreage 19.72 acres

Support / Opposition: Staff has received one phone call in support and no correspondence in opposition to this request.

Recommendation: Recommend approval of case Z 05-25A.3 to the City Council

AREA CONTEXT

Table 1: Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Residential-Estate (0-2 du/ac, target 1 du/ac) and Residential-Low (2-5 du/ac, target of 3 du/ac)	AG – Agriculture, R1-6 Single Family, and Planned Area Development (PAD)
North	Wealth Management Office Bldg, vacant, and single-family residential (Ironwood)	Residential-Estate	Planned Area Development (PAD-Office), AG, and PAD – Single Family
South	Existing and Future Residential – Ironwood and The Meadows (Future)	Residential-Low	PAD – Single Family Residential and Planned Community District (PCD – The Meadows)
East	Future Residential – The Meadows	Residential-Estate and Residential - Low	PCD –The Meadows
West	Pinnacle Peak Public Safety Facility and Residential (Ironwood)	Residential-Estate and Residential - Low	PAD – Single Family Residential and AG - Agriculture

PROJECT DESCRIPTION

Site and Project Details

1. Sunset Ranch 2 is an existing 88 lot, 33 acre single family residential development spread over an assemblage of 7 parcels. The project is located north of Williams Road, extending to both the east and west sides of Lake Pleasant Parkway.
2. The request is for an amendment to the Sunset Ranch 2 Planned Area Development to accommodate an additional 5 parcels (Exhibit D) with a combined total of 19.72 acres, increasing the overall project size to 53 acres. The total lot count will increase to 156 with an overall project density of 2.94 du/ac. The average lot sizes will range between 8,000 and 10,000 square feet.
3. One of the new parcels to be incorporated, Umbria Estates, was previously rezoned to R1-6 Single Family Residential and is not considered to be a part of the existing Sunset Ranch 2 PAD. This parcel has since been obtained by Woodside Homes and will be combined with the Sunset Ranch 2 development to maintain a consistent theme throughout the overall area.
4. There is a companion General Plan Amendment application (GPA12-0006) for Parcel E which is the northern most 9+ acre parcel. The GPA request is to change the underlying land use category from Residential-Estate (0-2 du/ac, target of 1 du/ac) to Residential-Low (2-5 du/ac, target of 3 du/ac).

LAND USE BACKGROUND

Annexation Ordinance 81-53

5. In 1981, the Mayor and City Council adopted *Ordinance 81-53*, thereby annexing the subject property and surrounding areas. Later, through the initial zoning process, the property was designated as AG Zoning.

Rezoning (Case Z 05-13: Umbria Estates)

6. On December 13, 2005, the City Council approved the rezoning for Umbria Estate from General Agricultural (AG) to R1-6 Single Family Residential. This rezoning allowed for up to 16 residential lots to be placed on the 4.95 acres site.

Rezoning (Case Z 05-25)

7. On February 7, 2006, the City Council approved the rezoning for Sunset Ranch 2 (which included the west half of the subject site) from General Agricultural (AG) to PAD. This PAD established guidelines to develop an 86-lot single-family residential development on 33 acres.

Rezoning (Case Z 05-25A.1)

8. On February 6, 2007, the City Council approved a major amendment to the Sunset Ranch 2 PAD to increase the lot count from 86 to 88 lots and to make minor modifications to the internal circulation pattern.

Rezoning (Case Z 05-25A.2)

9. On July 27, 2010, Planning Staff administratively approved a Minor PAD amendment modifying the lot depths for eight lots along Williams Road (Parcel B) to accommodate rear wall undulations and street frontage landscaping.

DISCUSSION AND ANALYSIS

General Plan Land Use Designation

10. At this time, the rezoning request does not fully conform to the existing General Plan Land Use designation of Residential-Estate, hence the companion Minor General Plan Amendment request (Case GPA12-0006). This amendment is only for Parcel E, as the other subject sites are in conformance with the existing Residential-Low designation. In the aforementioned case, staff provided an analysis of the request (please refer to Staff Report). Staff recommended that the Planning & Zoning Commission issue a recommendation of approval to the City Council on the basis of the findings identified below:

The request is to change the land use designation for the site to Residential-Low (2-5 du/ac, target density of 3 du/ac). The Residential-Low category denotes areas where detached single-family homes with moderate-sized lots of 8,000 sf or greater are desirable. This category will allow for an extension of the existing Sunset Ranch 2 development pattern and character to occur, while maintaining a density of 2.94 which is below the target of 3 du/ac for the Residential-Low category.

Sunset Ranch 2 PAD Development Standards (Exhibit F – Pages 7-9)

11. The applicant is seeking to rezone and incorporate the newly acquired parcels into the Sunset Ranch 2 Planned Area Development. The original PAD standards were loosely based on the R1-8 Single Family standards and as stated previously, Umbria Estates was zoned to a straight R1-6 designation. The new parcels will continue with the existing development standards and themes already established as part of the PAD, although with this request, there were

two minor modifications made to the overall standards. The first alteration is to accommodate Umbria Estates previously approved smaller average lot size of 8,000 sf. The second is to bring the PAD into conformance with our zoning ordinance to allow for a relaxed front setback of 10-feet to permit side-entry garages. The key development standards are represented in Table 2 below.

Table 2: Development Standards Comparison

DEVELOPMENT STANDARDS	Sunset Ranch 2
Maximum Lot Coverage	45%
Average Lot Size	R1-8: 10,074 SF R1-6: 8,056 SF (Umbria)
Minimum Lot Width	70'
Minimum Lot Depth	R1-8: 125' (117' lots backing to Williams) R1-6: 112'
Minimum Side/Total Setback	5' / 15'
Minimum Rear Setback	15'
Minimum Front Setback	18' to living and 20' to face of garage¹ 10' to side entry garage²

¹ Where front-facing garages are present, a 10' front setback shall apply to the livable portion of the home provided that not more than 60% of the total front-facing elevation occurs at the 10' front setback.

² Not more than 60% of the total front-facing elevation shall occur at the 10' setback.

12. The amount of proposed open space will exceed the 9% minimum required by the City's Design Review Manual. The majority of open space will be accommodated in grass lined retention basins. Through the initial review, the lot layout for Parcel G was reconfigured to accommodate a full 9% of open space for that parcel instead of using an aggregate for the entire Sunset Ranch 2 project. Parcels D and G are on the west side of Lake Pleasant Parkway and do not have easy access to the main portion of Sunset Ranch. It should be noted that there is a City Park at the southeast corner of 107th Ave. and Williams Rd, which is approximately 1/3 mile from the development.

Citizen Participation Plan - Neighborhood Meeting

13. As a requirement of the General Plan Amendment and Rezoning application processes, the applicant conducted a neighborhood meeting and provided a Citizen Participation Process Report detailing the results of the meeting. The applicant notified all property owners within 600 feet and registered Homeowner's Associations within 1 mile of the subject site for the required neighborhood meeting, which was held on July 18, 2012 at the City of Peoria Sunrise Mountain Library between 6:15pm and 7:45 pm. Four property owners, including the Ironwood HOA President, attended the meeting. Meeting attendees provided several comments mostly regarding Parcel G due to its proximity to Ironwood. Their major comments are summarized and addressed with staff's responses below:

- Parcel G on the west side of Lake Pleasant Parkway will increase traffic volume and speed on 102nd Avenue which goes through the existing Ironwood Subdivision:
 - i. Staff Response: Following the meeting, City staff had a traffic meter placed on 102nd to measure both volume and speed. While the development of G has not yet occurred, this will help in establishing a baseline number. Based on the two-day average, 111 cars traveled on 102nd each day at an average speed of 27.5 mph. Traffic Engineering has stated that this is a minimal amount for a residential area and the addition of 15-16 lots will have a negligible impact on the overall traffic volume. The average speed is typical for a residential area. If at anytime that the speed increases to over 30 mph, the residents may explore the option of requesting the City install speed humps on 102nd as part of the Neighborhood Traffic Management Program.*
 - Can the homes in Parcel G be limited to single-story homes only:
 - i. The homes that Woodside is selling in Sunset Ranch 2 are all one-story product. The developer has agreed to continue this in Parcel G.*
 - CC&R's in Ironwood prohibit RV's from being stored on the lots. Will restrictions be placed on Parcel G to prohibit RV's as well?
 - i. Staff Response: The developer has not agreed to this nor will staff be requesting this as a condition of approval. City code currently permits RV's to be stored on residential lots as long as they are behind a screen wall and/or gate. The proposed 70' minimum lot width is large enough to adequately accommodate RV's on the side yards.*
 - Will the walls in Parcel G be consistent with the Ironwood walls:
 - i. Staff Response: The existing walls in Ironwood are a standard smooth-faced block with an upper row of split-face block. The wall design proposed by Woodside will be an enhancement to the area with the addition of stone veneer column and a fluted wall cap. While the design is different, the walls will not be completely dissimilar.*
14. Outside of the concerns of those present at the meeting, there was no stated opposition to the rezoning application. Further details of the meeting and the applicant's responses are included in Exhibit E – Citizen Participation Report.

Staff Analysis

15. It is staff's assessment that the proposed major PAD amendment creates for a logical extension and continuation of the well developed Sunset Ranch 2 single-family residential development. This amendment will allow for assemblage of parcels that will in turn create an overall cohesive development pattern that was not possible due to multiple ownerships at the time of the original PAD approval. In addition, with the inclusion of the new parcels, the overall thematic

composition of the area will be enhanced by not having fractured developments. The expansion of Sunset Ranch 2 is appropriate to character of the surrounding area and the density of 2.94 du/ac is in conformance (subject to the approval of GPA12-0006) with the underlying Residential-Low land use designation.

Engineering Requirements

16. The Engineering Department had no specific review comments in conjunction with the PAD amendment request. There are specific conditions of approval that address right-of-way dedication, drainage requirements, and the need to establish maintenance and street light improvement districts.

Fire Requirements

17. The Fire Department had no specific conditions of approval relative to this rezone request. However, with the subsequent Site Plan Review, the Fire Department will be evaluating compliance with the technical requirements including turnaround provisions, hydrant placement, and other issues.

Peoria Unified School District

18. This development lies within the boundaries of the Peoria Unified School District (PUSD). The Developer and the District have reached an agreement concerning developer assistance to the district and this agreement has received Governing Board approval.

Public Notice

19. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted on August 24, 2012 with a sign meeting the size and content requirements prescribed by the Planning Division.

Proposition 207

20. The applicant has furnished a signed and notarized Proposition 207 Waiver for recordation pending the outcome of the City Council action.

FINDINGS AND RECOMMENDATION

21. Based on the following findings:
 - The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan; and
 - The development character and density is compatible with adjacent development; and
 - The proposal will continue the established theme of the existing subdivision and create an overall cohesive development pattern; and
 - The PAD benefits the public interest by promoting a development framework that maximizes compatibility, provides appropriate land use transition and reduces the potential for conflict.

It is recommended that the Planning and Zoning Commission take the following action:

Recommend approval to the City Council Case Z 05-25A.3, subject to the following conditions:

1. The development shall substantially conform to the "Sunset Ranch 2" Planned Area Development Standards and Guidelines Report, (case Z05-25A.3) dated received August 22, 2012.
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z 04-34 (*Sunset Ranch 2 PAD*) and the subsequent amendments (Z 04-34A.1 and A.2). Those conditions shall remain in force for the PAD.
3. The Developer shall dedicate half-street ROW on 99th Avenue (30-foot) along the frontage of the project. The Developer shall dedicate half-street ROW on 102nd Avenue (25-foot) along the frontage of the project.
4. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE
5. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
6. A Final Drainage Report must be submitted with the subdivision. Retention must be provided for the 100-year, 2-hour storm.
7. The final drainage report shall address recommendations of the ADMP and any impacts that may have on the development.
8. The final drainage report shall address the Lake Pleasant Parkway project and any impact that it may have on this development and vice versa. This to include any interim condition impacts.
9. The Developer is responsible to submit water and sewer analysis, for the entire site, and necessary documentation required for issuance of the Agreement to Serve letter to Maricopa County.
10. The Developer is responsible to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the paving or grading plan.
12. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision.
13. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
14. The Developer will be responsible to underground any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
15. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of

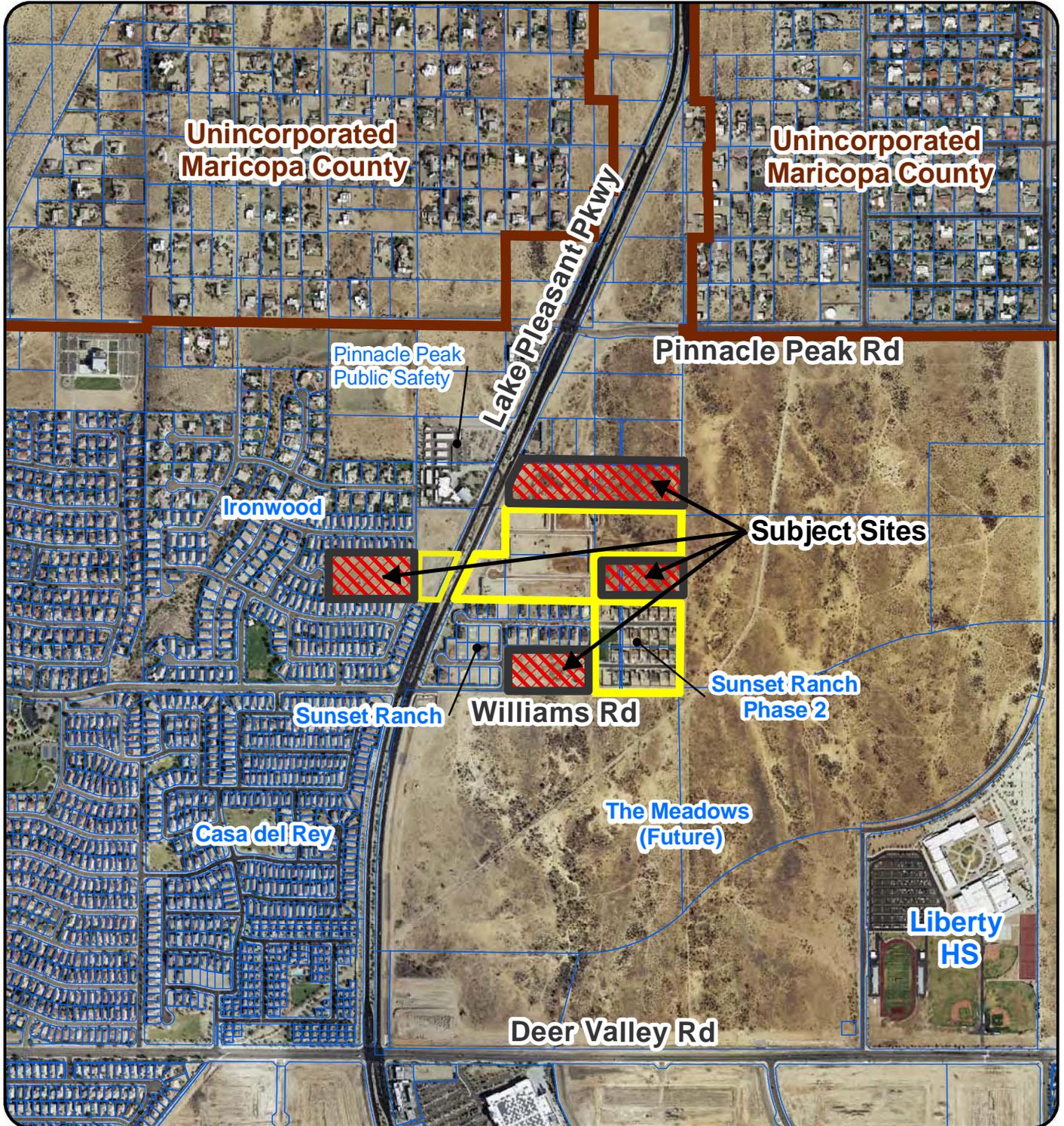
- the paving permit. The City will determine the amount at the time of permit issuance.
17. Pavement sections shall be verified by the project soils report. The Developer will be responsible to replace all pavement adjacent to the development to the monument line unless they can demonstrate that the existing pavement meets the City of Peoria's minimum requirements.
 18. The Development will be responsible to comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the improvement plans in accordance with the SWPPP checklist.
 19. A noise mitigation study shall be submitted with the preliminary/final plat to address the anticipated truck traffic on Lake Pleasant Parkway. All walls shall be designed in accordance with the recommendations of the noise study.
 20. All required improvements along the Lake Pleasant Road are considered temporary and therefore, no transportation impact fee credits will be issued.
 21. The landscaping design for the area adjacent to LPP shall be coordinated with the ultimate theme of the area.

Attachments:

Exhibit A	Vicinity/Context Map
Exhibit B	Proposed Land Use Map (GPA12-0006)
Exhibit C	Zoning Map
Exhibit D	Conceptual Development Plan (for reference)
Exhibit E	Citizen Participation Report
Exhibit F	Sunset Ranch 2 Planned Area Development

Prepared by: Robert Gubser, AICP
Principal Planner

Z05-25A.3 Vicinity/Context Map



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area.

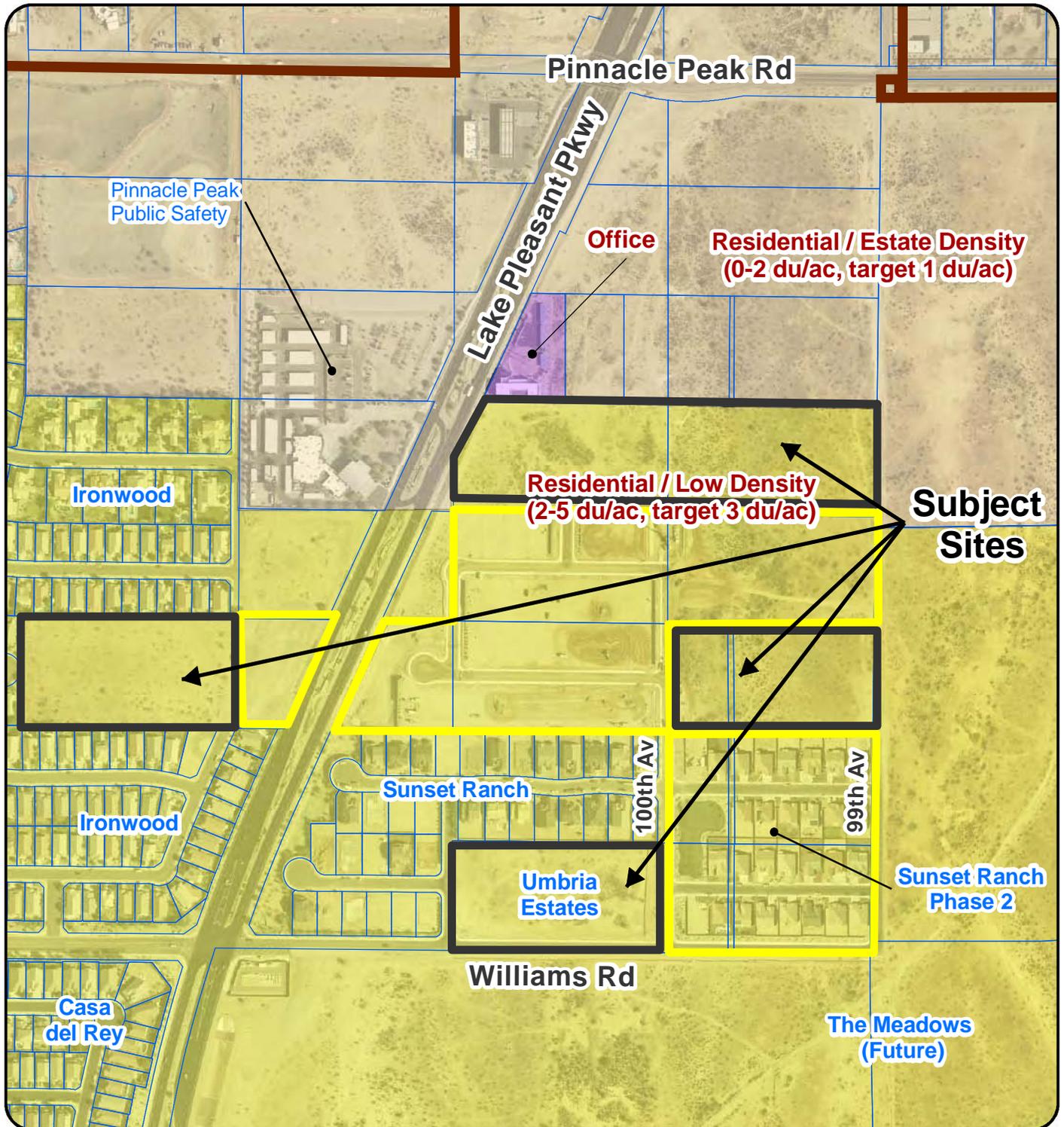
Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale



Z05-25A.3 Land Use Map (Proposed)



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

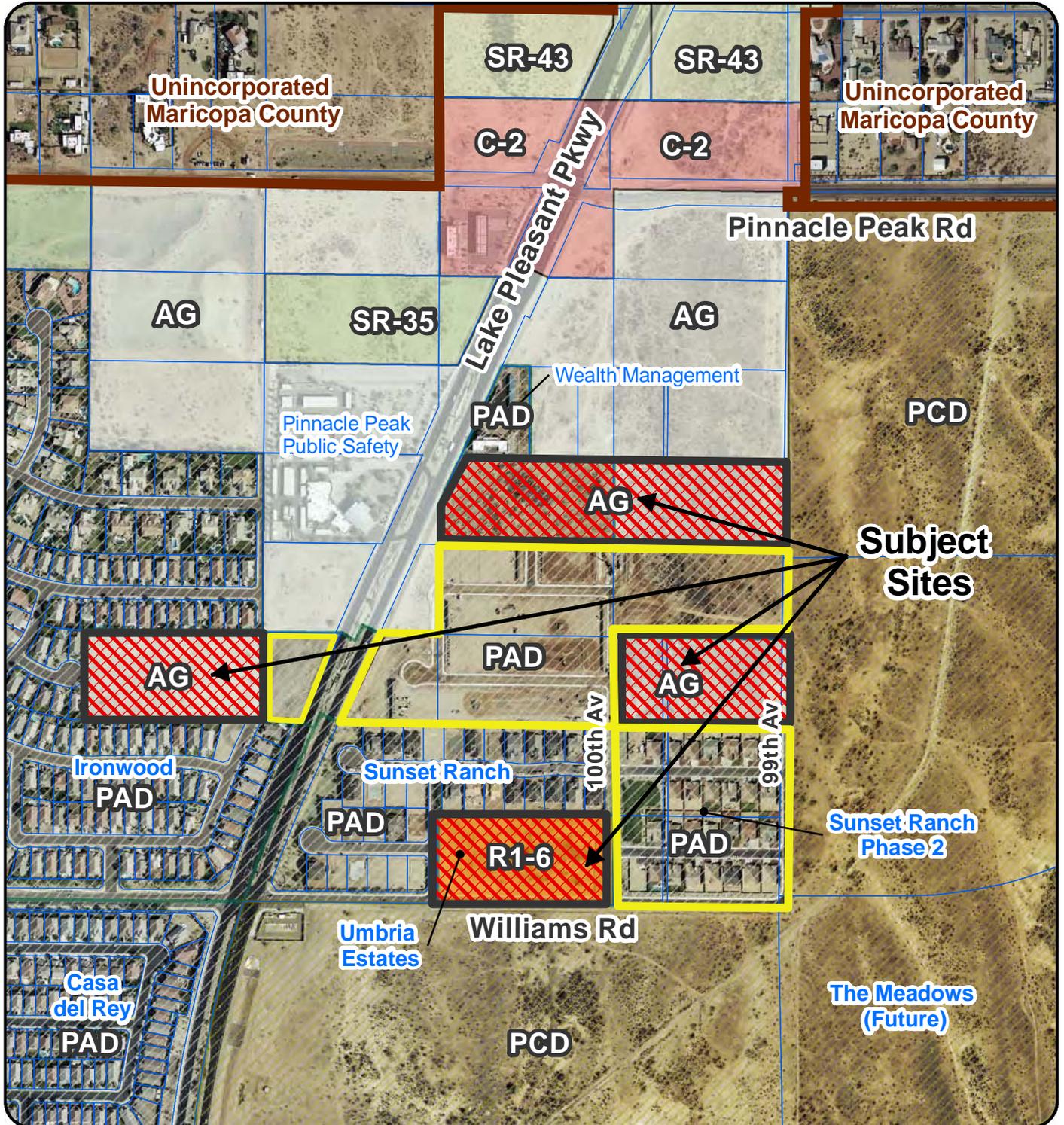
Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area

Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale

Z05-25A.3 Zoning Map



Z05-25A.3: Sunset Ranch 2 - Major PAD Amendment

Applicant: Silver Fern Management / Woodside Homes

Request: Amend the Sunset Ranch 2 PAD to incorporate the addition of approximately 19.72 acres of new development area.

Location: North of Williams Rd and Lake Pleasant Pkwy



Not to Scale





SILVER FERN Management, LLC

1960 East Baseline Road • Suite 101 • Tempe, AZ 85283 • 480.820.8590 • Fax: 480.820.8621 • www.silverfern-mgmt.com

MEETING MINUTES

ATTENDEES: Paul Kroff, Woodside Homes
Mari Flynn, Silver Fern Management, LLC
Sign-In Sheet

MEETING DATE: July 18, 2012

RE: Sunset Ranch Major PAD Amendment and Minor GPA
Citizen Participation Plan and Neighborhood Meeting Minutes
Z-05-25A.3 and GPA12-0006

MINUTES DATE: July 30, 2012

Meeting Minutes

A notice of meeting was sent in compliance with procedure to adjacent property owners of a neighborhood outreach meeting for the Major PAD Amendment and Minor GPA for the Sunset Ranch community located North and East of the NEW of Williams Road and LPP. A meeting was conducted on July 18, 2012 and held at the City of Peoria Sunrise Mountain Branch Library.

Mari Flynn, from Silver Fern Management acting as project manager and Paul Kroff, representing Woodside Homes, the property owner attended. Rob Gubser representing the City of Peoria and Council Assistant, Briana Decker representing Councilwomen Joan Evans, for the Willow District was in attendance.

Paul Kroff commenced a community presentation at 6:15 p.m. wherein he provided information regarding house product, intent and timing. Key items of discussion are detailed below:

- Pricing ranging from \$240,000 to \$340,000 or \$131.00 square foot.
- Home size ranging from 1,800 to 2,600 square footages.
- Single story restriction intended to be carried through the additional parcels.
- Product continues to add value to existing surrounding homes.
- Addition of perceived out parcels adjacent to the Sunset Ranch community establishes a sense of continuity.
- Addition to the existing HOA will be facilitated.
- Timing for development within 2013 to 2015 was provided. Umbria Estates to commence within 2012.

Community Participation Plan

Property owners or interested parties who attended the meeting as illustrated in the attached sign-in sheet disclosed the follow concerns. Concerns were generated from the homeowners to the west of Parcel G within the Ironwood Community

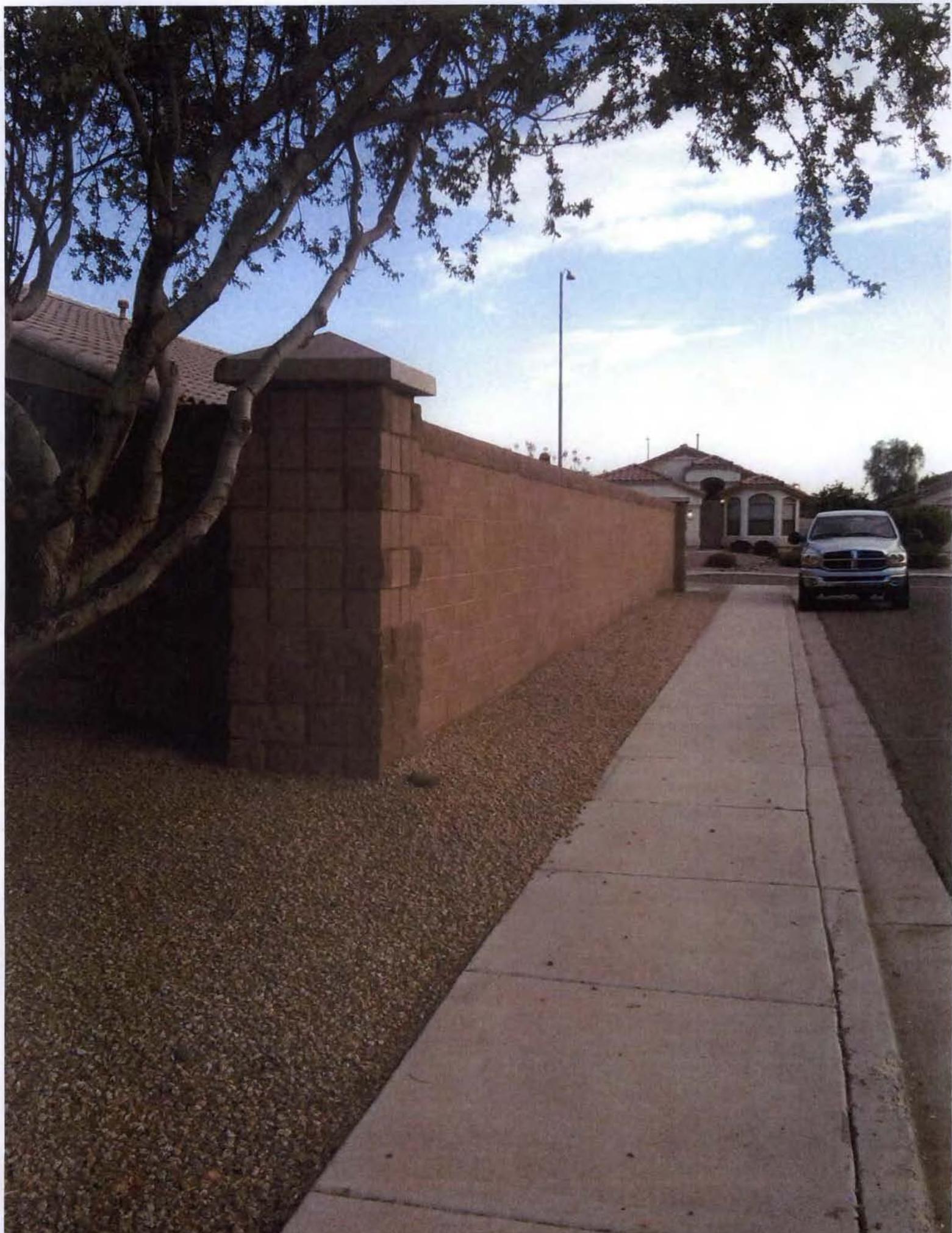
1. Concern: Traffic Impact to 102nd Avenue
Resolution: City to investigate traffic calming opportunities to address speed concerns
Property owner to provide traffic statement during approval process
2. Concern: Utilization of the Ironwood Community amenities due to lack of usable open space within Parcel G.
Resolution: Property Owner to revisit Parcel G layout to determine if adjusting layout can afford a larger collective open space thereby providing a functional area. Property owner will work with City planner to achieve a revised land plan.
3. Concern: Single story restrictions for lots which side onto or back up to the Ironwood community (Parcel G).
Resolution: Property owner disclosed that the entire Sunset Ranch product offering is single story to the attendees. Property owner will add language within the PAD Amendment to reflect that Parcels D & G will be single story restricted.
4. Concern: Sunset Ranch II allows RV storage within the rear yards through the HOA declaration. The Ironwood community declaration restricts this usage.
Resolution: Discussions of annexation into the Ironwood Community HOA were discussed at the meeting; however, concerns were raised that homeowner approval would be required to facilitate. Two of the three lots within Parcel D have sold and restrictions of this kind to those lots cannot be facilitated. Restrictions imposed within Parcel G will limit the offering and present an unfair basis in comparison to the rest of the Sunset Ranch community. Sunset Ranch II was designed with larger lots to afford this amenity to homeowners within this community.
5. Concern: Perimeter theme walls matching the Ironwood community to negate the perceived mis-match aesthetic look along 102nd Avenue. The current theme wall matches Sunset Ranch.
Resolution: Property owner reviewed the field conditions, Parcel G proximity to existing fence locations, style and aesthetics of the Ironwood community fence versus the Sunset Ranch EF&F to determine whether matching the fence style was warranted or viable. The community wall (theme wall exposure to 102nd Avenue) is very limited and not in close proximity. The Ironwood community wall is a simple block with fluted block cap as illustrated in the site photos attached as exhibit A. The Sunset Ranch II column has a cultured stone veneer and provides a higher level of desired aesthetic component to the community. Furthermore, we believe that the two fence styles do not conflict in nature, provide a nice transition and does not establish a lack of continuity.
6. Concern: Perimeter theme wall along Lake Pleasant Parkway not matching existing City installed wall to the south.

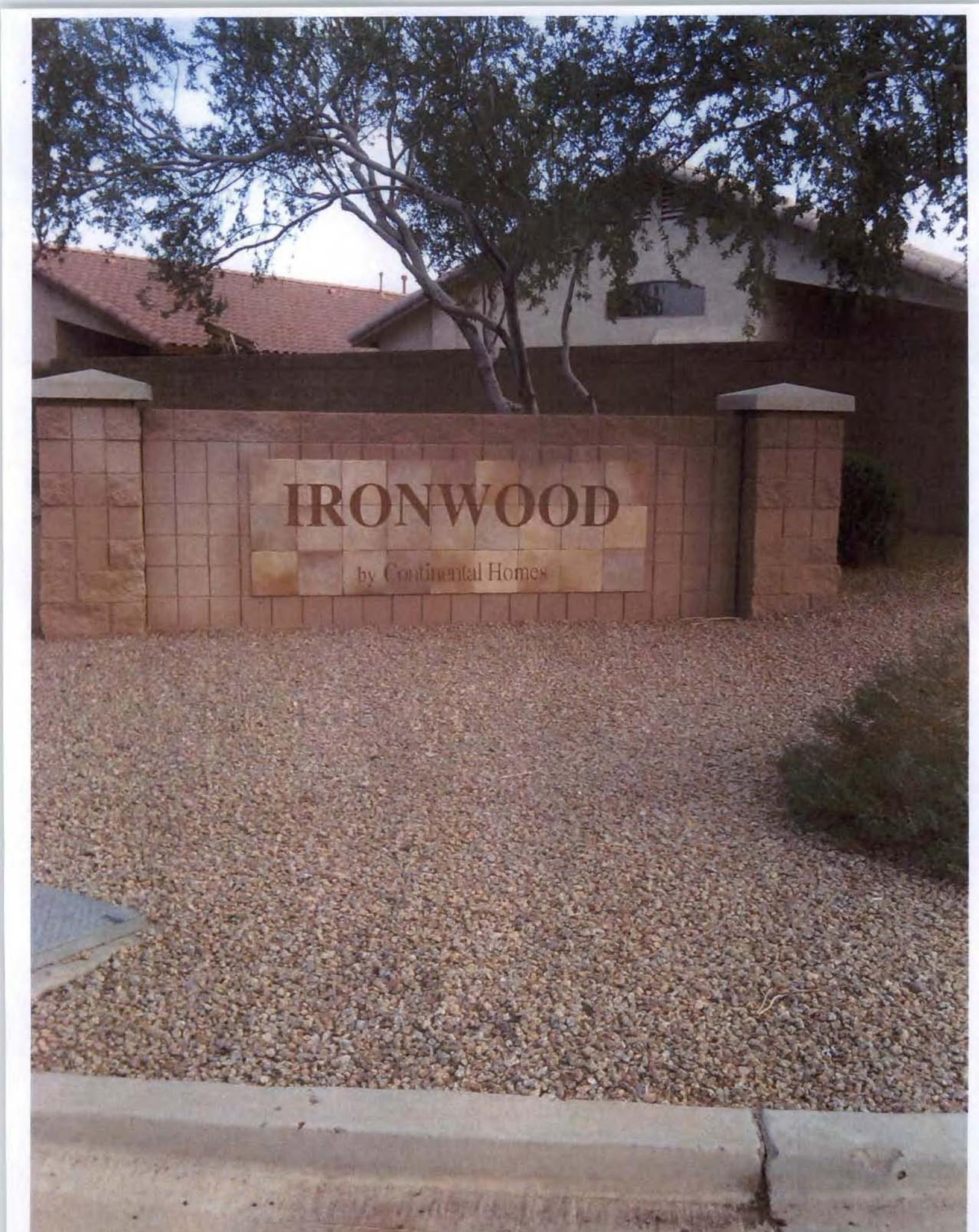
Sunset Ranch Neighborhood Meeting Minutes
Community Participation Plan
August 2, 2012

- Resolution Property owner indicated it would and is working with the City to determine if the Lake Pleasant Parkway wall detail can be incorporated in Parcel D without delay, plan revision and/or cost increase. Parcel D plans are approved and construction is underway. Two lots of this Parcel have sold.
7. Concern: School Assignments for residents and disclosure that students on the west side of LPP attend different schools than east.
8. Resolution: Property Owner has been in contact with School District and agreement is forthcoming and is aware of the differential in schools. Proper disclosures will be provided to the potential homebuyers.
9. Concern: Vacant lot within Ironwood community to the south of Parcel G.
Discussion: Belongs to DR Horton. Property owner did not know the disposition.
10. Future notification Sign Posting will occur on/or before August 15, 2012

Meeting was adjourned at 7:45 p.m.







IRONWOOD

by Continental Homes





SUNSET RANCH 2



PLANNED AREA DEVELOPMENT (P.A.D.) STANDARDS AND GUIDELINE REPORT

East of Lake Pleasant Parkway and North of Williams Road
Peoria, Arizona

53+ Acres

156Lots

August 25, 2005

Revised Jan. 9, 2005

Amended July 24, 2006 (Major Amendment Z 05-25A.1)

Amended May 10, 2010 (Minor Amendment Z-05-25A.2)

Amendment submittal June 7, 2012 (Major Amendment Z-05-25A.3)

Applicant:

WOODSIDE ENCORE AT SUNSET RANCH, LLC

an Arizona Limited Liability Company

1811 S. Alma School Rd., Ste. 190

Mesa, AZ 85210

Tel: (480) 755-0801

Fax: (480) 755-0802

Submitted To:

CITY OF PEORIA

Planning Department

8401 W. Monroe St.

Peoria, AZ 85345

Tel: (623) 773-7209

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I. INTRODUCTION

This application is in support of a proposed MAJOR AMENDMENT to the existing P.A.D. zoning of approximately 33 acres of land located north of the northeast corner of Williams Road and Lake Pleasant Parkway in the City of Peoria, to be known as **SUNSET RANCH 2**. The original layout of the Sunset Ranch 2 property was an assemblage of 7 parcels.

This Major Amendment (Z05-25A.3) is necessary to accommodate the addition of 5 parcels of land totalling approximately 19.72 acres located immediately adjacent to the existing Sunset Ranch II PAD property and update to standards to be in compliance with the City of Peoria Zoning Ordinance Article 14-5.

Existing Parcels A through E (APN 200-10-018, 025A, 038, 046D, 047A, 047B, 048A-C, and 053A-C) are owned by Woodside Encore at Sunset Ranch, L.L.C. Additional Property consists of Parcels E (revised) through G (APN 200-10-025A, 200-10-024, 200-10-007A, 200-10-025A and 200-10-037A-C) and is also owned by Woodside Encore at Sunset Ranch, L.L.C. and David F. Salinas and Pauline M. Salinas, trustee of the 2000 SALINAS RECOVERABLE TRUST *(See the attached Vicinity Map-Exhibit 1 and Entity Ownership Exhibit 2)*

SUNSET RANCH 2 is a detached single-family residential subdivision that is complimentary, in both density and proposed product, to the goals of the City of Peoria and will be enhancing the utilization of land according to the established guidelines in Article 14-33 of the City's zoning ordinance. The proposed architectural style for this subdivision will be compatible and complimentary to the existing subdivisions in the developing areas of Northern Peoria including but not limited to the recorded subdivision directly abutting this project, **SUNSET RANCH**, and Ironwood. The previously approved portions of **SUNSET RANCH 2** are already in development and the newly acquired parcels will be developed in accordance to the Development Plan (Exhibit 4A).

SUNSET RANCH 2 will be designed to promote the desirability of the residential development by adopting the following design criteria:

- The house plans will meet City of Peoria's design criteria including but not limited to desert themed exterior colors, use of exterior stone and complimentary hardscape. Plans will be submitted and approved by the City of Peoria Planning Department.
- Roof lines will vary from homes on adjacent lots and directly across the street from each other.



II. CONSISTENCY WITH GENERAL PLAN

The development goal for the **SUNSET RANCH 2 P.A.D.** is to provide uses and residential densities that are compatible with the long range goals of the City of Peoria's General Plan.

The current zoning designation for the newly acquired parcels within this project is General Agricultural (AG) and R1-6 zoning on "Umbria Estates" (APN 200-10-007A). This Major PAD Amendment is accompanied by a companion Minor General Plan Amendment (GPA12-0006) that is requesting an alteration of the land use for Parcel E from Estate Density Residential (0-2 du/ac, target of 1 du/ac) to Low Density Residential (2-5 du/ac, target of 3 du/ac). With approval of the Minor GPA, the proposed rezoning of all project parcels will be consistent with the Peoria General Plan allowing for a density range of 2-5 du/ac, with a target of 3 du/ac. As proposed, the overall Sunset Ranch 2 project density is **2.94 du/ac**.

III. GENERAL SITE INFORMATION AND EXISTING CONDITIONS

The site is a relatively flat, partially developed and vacant, natural desert terrain and is within the developing area in Northern Peoria. The gross acreage is 53± acres. The net acreage will be 34.76 ± acres. On the east side of Lake Pleasant Parkway, this proposed development would abut the northerly and easterly boundary of the recorded **Sunset Ranch** subdivision (zoned P.A.D., Z00-27), and on the west side of Lake Pleasant Parkway, the development would abut the Ironwood subdivision (zoned PAD, Z96-19).

IV. SURROUNDING LAND USES AND CONDITIONS

The Ironwood development is located just west of **Sunset Ranch 2** on the west side of Lake Pleasant Parkway. On the east side of Lake Pleasant Parkway, and to the south and west is the Sunset Ranch development. To the east of 99th Avenue, the Meadows master planned community is fully entitled with varying sizes of residential lots. Construction has not yet commenced on this project.

As part of the Sunset Ranch 2 development, several of the parcels that were previously zoned have already been built-out. At this time, additional lots are being sold and developed.

To the west, on Lake Pleasant Parkway, approximately 500' from Sunset Ranch 2 is the Pinnacle Peak Public Safety Facility.

Primary transportation corridors in the area include Lake Pleasant Parkway running north-south, and Pinnacle Peak Road, Deer Valley Road and Williams Road running east-west. The proposed site



access would be off of Williams Road was constructed by Sunset Ranch. Regional transportation includes the Agua Fria Freeway (Loop 101) to the south and Happy Valley Road to the north.

Lake Pleasant Road is the major access road to the Lake Pleasant recreational areas. The project will have access to Lake Pleasant Parkway at the Williams Road intersection. Williams Road, east of Lake Pleasant Parkway constructed with the Sunset Ranch subdivision, will ultimately extend easterly and connect to 91st Avenue.

Schools: *Parkridge Elementary (K-8)*, located at 9970 W. Beardsley, is approximately 1.86 miles, *Zuni Hills Elementary (K-8)* located at 10851 West Williams Road is approximately 1.05 miles, and *Liberty High School (9-12)*, located at 9621 West Speckled Gecko Drive is approximately 1.89 miles.

Shopping Facilities: *Albertson's Food and Drug Store* located at 8240 West Deer Valley Road is approximately .40 miles south. *Fry's Food and Drug* located at 8375 West Deer Valley Road is approximately 2.25 miles south. *Arrowhead Towne Center Shopping Mall* located at 7700 West Arrowhead Towne Center, Glendale is approximately 6.55 miles south. *Camino A Lago Marketplace* located at 21471 Lake Pleasant Parkway is approximately .66 miles to the north. All four corners of Lake Pleasant Parkway and Happy Valley Road (approximately 1 mile to the north) have all been developed as community serving commercial.

Public Recreation: *Parkridge Park* located at 9734 West Beardsley Road is approximately 2.79 miles south. *Deer Village Park* located at 21217 N. 88th Lane is approximately 3.38 miles southeast. *The Sunrise Mountain Branch Public Library* is located at Lake Pleasant Parkway and 98th Avenue, approximately 1.5 miles south. *Lake Pleasant Regional Park* - boating, skiing, camping and general lake recreation, located approximately 14 miles north.

Aerial photographs of the project area together with several photographs of the site from different directions depicting the site and area conditions are included herewith. (See Exhibits 2 & 3)

V. PRELIMINARY DEVELOPMENT PLAN

SUNSET RANCH 2 is a previously approved development with a total gross area of 33± acres with 88 dwelling units. The proposed PAD amendment will add an additional 20+ acres and 69 dwelling units.

Sunset Ranch 2 will be developed in multiple phases, with several of the phases already completed via the previous entitlement. (See Development Plan – Exhibit #4)

The proposed use of the subject site is entirely single-family detached residential. The project is planned for 156 dwelling units with an *overall* project density of **2.94** du/ac. (The original P.A.D. density was 2.67).



Lots 1 through 14 within Umbria Estates (APN 200-10-007A) will retain the R1-6 zoning designation with an average lot area of 8,056 sf and a minimum lot size of 7,882 sf exceeding standards for this classification. The average lot area within the remainder of the Sunset Ranch 2 community shall be 10,074 sq.ft with a minimum lot size of 8,785 sq.ft.. The typical lots are maintaining a minimum width of 70 feet. This project will conform to the City of Peoria's staggered setback guidelines.

Circulation within the site will follow a loop configuration with all-weather ingress/egress access at 101st Avenue and Williams Road completed with the Sunset Ranch IIB Phase. All interior streets shall be PUBLIC. Secondary access is provided by the completed half street improvements and 33' conveyed ROW and public utilities Easements at 100th Avenue at Williams Road, 99th Avenue north to Pinnacle Peak Road and 99th Avenue south to Williams Road as indicated on the enclosed Preliminary Plat and the ALTA Survey (Exhibits 8 and 5 respectively). The majority of the lots within the site will be oriented in a north/south direction. A 50' access easement has been indicated off the west end of Jessie Lane to facilitate APN 200-10-049A.

VI. LAND USE SUMMARY

Table 1, below, is a Land Use Summary. The table reflects the use, the acreage, and the total number of units. The residential land use noted to describe the project is that which most closely corresponds with a City of Peoria zoning designation and is in character with the adjacent project known as Sunset Ranch. However, some standards within the P.A.D. may vary from the City of Peoria zoning designation as noted. In those instances, the standards within this P.A.D. shall govern.

TABLE 1
LAND USE SUMMARY

<u>PARCELS</u>	<u>USE</u>	<u>ACRES</u>	<u>LOTS</u>	<u>DU/AC</u>	<u>PERCENT</u>
Umbria	Residential R1-6	4.95±	14	2.84	10%
2-7 & EFG	Residential R1-8	48.10±	142	2.67	90%



VII. PROJECT DEVELOPMENT AND PHASING STANDARDS

Unless otherwise specified herein, all properties within **SUNSET RANCH 2** shall conform to all City of Peoria governing codes, ordinances and regulations for single-family residential districts. R1-8 standards that vary from the R1-8 zoning designation are noted with an asterisk. Table 2 below, represents the minimum development standards for single-family residential lots in **SUNSET RANCH 2**.

**TABLE 2
PROJECT DEVELOPMENT STANDARDS SUMMARY**

Development Standard	P.A.D. Project Standards
Total Area	±53 Gross Acres
Percent of Total Site	100%
Average Lot Size	R1-8 10,074 Sq.Ft. R1-6 8,056 Sq.Ft
Minimum Lot Width	70'
Minimum Lot Depth	R1-8 125' [117' on Lots1 thru 8 backing up to Williams Road] R1-6 112'
Minimum Front Yard Setback	18' to living and 20' to face of garage from back of sidewalk to front face of garage door per Design Review approval. Where front-facing garages are present, a 10-foot front setback shall apply to the livable portion of the home provided that not more 60% of the total front-facing elevation occurs at the 10-foot setback. 10' to side entry garage. Not more than 60% of the total front-facing elevation shall occur at the 10-foot setback. *May be decreased by 10' at cul- de sac and knuckle lots
Minimum Rear Setback	15'
Minimum Side Setback	5'
Corner Lot, Street Side Setback	Minimum 10' If a 10-foot tract is adjacent, the lot shall be considered an interior lot with minimum side setback of 5-feet
Total Side Setback	15'
Maximum Structure Height	30'
Maximum % Lot Coverage	45%
Number of Lots	TOTAL OF 156 LOTS
Du/Ac	2.94 du/ac



Open Space: This project is designed with active open space access that will exceed the minimum requirements of 9% for single family residential lots. The active open space areas will contain multiuse elements that provide retention basin storage combined with public use improvements such as a multi-use trail abutting Lake Pleasant Parkway and various bench locations with an emphasis on vegetative shade thereby promoting leisurely usage and enjoyment of the passive open spaces. The homeowners association will be responsible for the maintenance of all open space / retention tracts. The City of Peoria will be granted a 20' drainage easement along Lake Pleasant Parkway as necessary to regulate and maintain the flow of storm water through the site to govern the regional storm water discharge system. An 8' PUE adjacent to and along Williams Road back of right-of-way within Tract A has been added. Installation of trees will not be permitted within this area.

Building Heights: The project will allow for both one- and two-story homes with a maximum 30' in height.

Lighting: Lighting within the project shall conform to the applicable section of the Peoria Zoning Ordinance governing exterior lighting.

Screening, Fencing and Walls: The standards for fencing and walls shall be as per the Peoria Zoning Ordinance including wall undulation and noise abatement. Top of wall elevation adjacent to Lake Pleasant Parkway will be a minimum of 8 feet above the adjacent Lake Pleasant Parkway top of curb elevation via berming with the wall or an overall wall height. (*See Conceptual Landscape and Wall Detail plans-Exhibits 6, 6A & 7*).

Roadway Standards: Arterial and local streets will be developed consistent with City of Peoria street standards.

Parking: Parking requirements for the project shall conform to the parking standards for single-family residential use as per the Peoria Zoning Ordinance.

Design Review Standards: Sunset Ranch 2 subdivision shall follow the detached single-family residential guidelines within the Peoria Design Review Manual.

VIII. CONCEPTUAL LANDSCAPE PLAN/ STANDARDS

The project landscaping will be consistent with the Peoria Zoning Ordinance and the Specific Plan. The Final Landscape Plan will be submitted to the Planning Division. A Planting Data



Sheet is a part of the Conceptual Landscape Plan (*The Conceptual Landscape Plan is shown in Exhibit 6*)

On-Site Landscaped Areas- all open space areas will be landscaped to meet the City of Peoria's landscaping requirements.

Street Frontages- Landscaping will be provided within the ROW per the City of Peoria's Landscaping requirements.

Perimeter Walls/Wall Details- To comply with the City of Peoria's design specifications. Details to be reviewed with Final Landscape plans. Top of wall elevation adjacent to lake pleasant parkway will be a minimum of 8 feet above the adjacent lake pleasant parkway top of curb elevation via berming with the wall or an overall wall height. (*See Conceptual Wall Detail on Exhibit 7*)

Signage- Project signage will be processed as a separate application and will be consistent with the Peoria Zoning Ordinance..

IX. INFRASTRUCTURE/UTILITIES

1. Sewer

Sewer service will be provided by the City of Peoria. An 8-inch sanitary sewer line is completed in Williams Road with the development of SUNSET RANCH. Extension of sewer from the Sunset Ranch project to **SUNSET RANCH 2** is completed

2. Natural Gas

Natural Gas is available in Williams Road from a Southwest Gas line will be extended from the Ironwood project, west of Lake Pleasant Parkway to the Sunset Ranch project east of Lake Pleasant Parkway.

3. Water

Water service will be provided by the City of Peoria. A 16 inch water line exists along the westerly side of Lake Pleasant Parkway, adjacent to the Sunset Ranch project and south of **SUNSET RANCH 2**. This 16 inch water line is tied into the City of Peoria water system and is fed by a nearby City well located adjacent to the Ironwood Project. 16 inch water line in 99th Avenue to the northern boundary of Sunset Ranch II B and a 12" within Williams Road were



installed and accepted with the Sunset Ranch II B improvements. Water is proposed to be extended from the Sunset Ranch project to **SUNSET RANCH 2** and looping at Patrick Lane and Lake Pleasant Parkway.

4. Telephone

Century Link Communications will be supplying the telephone services to the area. Facilities exist at the Ironwood Project and are being brought up to **SUNSET RANCH** whereby **SUNSET RANCH 2** will be serviced accordingly. The Sunrise central switching office is located on 83rd Avenue just north of Deer Valley Road.

5. Electric Power

Electric power will be supplied by Arizona Public Service and are currently being installed for **SUNSET RANCH** whereby **SUNSET RANCH 2** will be serviced accordingly. All overhead lines less than 69 KV will be installed underground.



IX. LEGAL DESCRIPTION OF PROPERTY AND PARCELS

LEGAL DESCRIPTION OF SUNSET RANCH II

PARCEL NO. 1:

The South half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all that part of the South half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which lies within a strip of land 130 feet in width, being fifty-five feet wide on the Northwestern side and 75 feet wide on the Southeast side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing), 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence North 0 degrees 10 minutes 23 seconds East, 5303.31 feet to a point on the North line of said Section 20, which lies South 89 degrees 54 minutes 47 seconds West, 2279.95 feet from the Northeast corner of said Section 20; thence continuing North 0 degrees 10 minutes 23 seconds East, 1250.72 feet to the point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet;

thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof; thence North 24 degrees 18 minutes 55 seconds East, 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West, 843.59 feet from the Northeast corner of said Section 17;

thence continuing North 24 degrees 18 minutes 55 seconds East, 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range;

thence North 00 degrees 30 minutes 52 seconds West, 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Final Decree in Condemnation recorded in Docket 10495, page 87.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 2:

The North half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and reserving all oil, gas and other mineral deposits, as reserved unto the United States in the Patent of said land.



PARCEL NO. 3:

The South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; EXCEPTING and reserving all oil, gas and other mineral deposits, as reserved unto the United States in the Patent of said land.

PARCEL NO. 4:

The South half of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all oil, gas and other mineral deposits as reserved to the United States in the Patent to said land recorded in Docket 3460, page 283; and

EXCEPT all that part of the South half of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which lies within a strip of land 130 feet in width, being 55 feet wide on the Northwesterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing) 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

thence North 0 degrees 10 minutes 23 seconds East 5303.31 feet to a point on the North line of Section 20, which lies South 89 degrees 54 minutes 47 seconds West 2279.95 feet from the Northeast corner of said Section 20;

thence continuing North 0 degrees 10 minutes 23 seconds East 1250.72 feet to the point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet; thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof;

thence North 24 degrees 18 minutes 55 seconds East 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West 843.59 feet from the Northeast corner of said Section 17;

thence continuing North 24 degrees 18 minutes 55 seconds East 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range; thence North 00 degrees 30 minutes 52 seconds West 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Deed recorded in Docket 10079, page 185; and

EXCEPT that portion of the parcel described in the Maricopa County Recorders Office Document No. 2002-0382001, located in Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being 20 feet wide and lying Northwesterly to the 55 foot right of way line, per Docket 10079, page 185, and Southeasterly to the following described right of way line:

LINE DESCRIPTION:



COMMENCING at a rebar marking the center of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, from which a stone, as per GLO notes, marking the North quarter corner of said Section 17, bears North 00 degrees 33 minutes 00 seconds East, 2645.16 feet;
thence South 89 degrees 23 minutes East, 590.47 feet to a non-tangent curve on the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, for the City of Peoria, "Lake Pleasant Parkway", recorded in Book 662 of Maps, page 37 in the Maricopa County Recorders Office, together with the Certificate of Correction in the Maricopa County Recorders Office Document No. 2004-0306665;

thence Northeasterly 517.22 feet along said non-tangent curve concave Southeasterly and having a radius of 4,583.66 feet, and a central angle of 6 degrees 27 minutes 55 seconds, whose radius bear South 71 degrees 41 minutes 56 seconds East;
thence North 24 degrees 45 minutes 59 seconds East, 194.31 feet along said right of way centerline to the North line of the final plat of IRONWOOD-PHASE 1A, recorded in Book 483 of Maps, page 20 in the Maricopa County Recorders Office;

thence North 89 degrees 20 minutes 19 seconds West, 82.16 feet along said North line to a line parallel with and 75.00 feet measured perpendicular Westerly from the said existing right of way centerline of Lake Pleasant Road, and the POINT OF BEGINNING;

thence North 24 degrees 45 minutes 59 East, 2166.55 feet along said parallel line to the North line of Section 17, and the POINT OF TERMINATION, from which a stone marking the North quarter corner of Section 17, bears North 89 degrees 06 minutes 45 seconds West, 1661.84 feet.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 5:

The North half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

PARCEL NO. 6:

The South half of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent from the United States of America

PARCEL NO. 7:

The North half of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;



Additional Property

SALINAS ESTATES (APN'S 200-10-037A, 037B, 037C)

The South half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona;

Except all oil, gas and other mineral deposits as reserved to the United States in patent of said land.

ONG 1 (APN #200-10-024)

The South half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona;

Except that portion described as follows, as conveyed to the City of Peoria in instrument recorded in document no. 2012-204614:

A parcel of land located within the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Northwest quarter of the Southwest quarter of the Northeast quarter of said Section 17 from which the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of said section 17 bears north 00 degrees 22 minutes 47 seconds east, a distance of 330.29 feet;

Thence north 89 degrees 19 minutes 29 seconds west along the south line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 5.03 feet to the **point of beginning** of the parcel of land herein described;

Thence north 89 degrees 19 minutes 29 seconds west, continuing along said south line, a distance of 54.77 feet;

Thence north 24 degrees 46 minutes 10 seconds east, departing said south line, a distance of 51.85 feet to the beginning of a curve to the left, having a radius of 150.00 feet;

Thence northerly along the arc of said curve, through a central angle of 24 degrees 23 minutes 23 seconds, an arc distance of 63.85 feet to a point being 25.00 feet west of and parallel with the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence north 00 degrees 22 minutes 47 seconds east, along said parallel line, a distance of 220.96 feet to a point on the north line of the south half the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence south 89 degrees 17 minutes 27 seconds east, along said north line, a distance of 25.00 feet to the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of section 17;

Thence south 00 degrees 22 minutes 47 seconds east along the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 319.17 feet;

Thence south 24 degrees 46 minutes 10 seconds west, departing said east line, a distance of 12.17 feet to the **point of beginning** of the parcel of land herein described.



AGENTER (APN 200-10-052D)

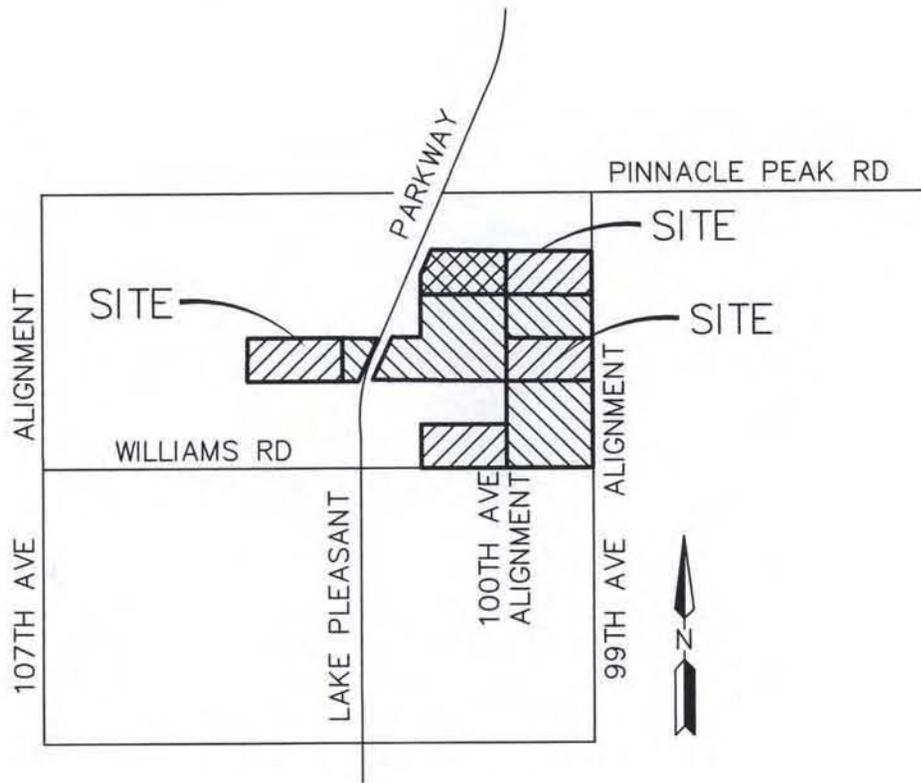
The South half of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

UMBRIA ESTATES (APN'S 200-10-007A)

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

The South half of the Southwest quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa county, Arizona;

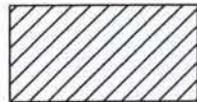
Except all oil, gas and other mineral deposits as reserved to the United States in patent of said land.



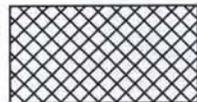
VICINITY MAP
NOT TO SCALE



EXISTING SUNSET RANCH II
DEVELOPMENT Z05-25



NEW SUNSET RANCH II
DEVELOPMENT Z05-25A.3



BOTH EXISTING AND NEW SUNSET RANCH
II DEVELOPMENT (Z05-25 & Z05-25A.3)

Bowman
CONSULTING

3010 South Priest Drive Ste 101 Phone: (480) 629-8830
Tempe, Arizona 85282 www.bowmanconsulting.com

SUNSET RANCH II

PEORIA, ARIZONA

VICINITY MAP

JOB #	9620
DATE	7/31/2012
SCALE	N.T.S.
DRAWN	CRS

SHT 1 OF 1

Bowman Consulting Group, LLC
2015 South Thayer Street
Tempe, Arizona 85282
Phone: (480) 524-8800
www.bowmanconsulting.com

MARICOPA

PRE-APP CONTEXT PLAN
SUNSET RANCH II

PEORIA

DATE	05/20/2012
DESIGN	DRG
SCALE	1" = 100'
DATE	MAY 2012
FILE NO.	5
SHEET	5 OF 5



#80



#79



#78



#77



#76



#75



#74



#73



#88



#87



#86



#85



#84



#83



#82



#81



#91



#90



#89

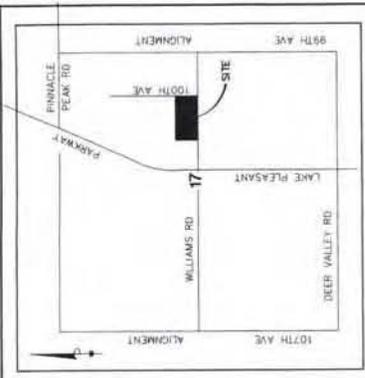
Sunset Ranch II
 Peoria, Arizona
 DEVELOPMENT PLAN

3010 South Priest Drive Ste 101
 Tempe, Arizona 85282
 Phone: (480) 629-8830
 www.bowmanconsulting.com



CAD FILE NAME: P:\9620 - Sunset Ranch II\9620-01-001 (ENG)\Engineering\Exhibits\9620-Development Plan.dwg
 JOB # 9620
 DATE 5/11/12
 SCALE N.T.S.
 DRAWN SK
 SHT 1 OF 1





VICINITY MAP

CURRENT RECORD DESCRIPTION OF THE SURVEYED PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:
 THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA.
 EXCEPT ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT TO SAID LAND.

BASIS OF BEARING

BASES OF BEARING IS THE EAST SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN MARICOPA COUNTY, ARIZONA, SAID BEARING BEING SOUTH 00 DEGREES 08 MINUTES 38 SECONDS EAST

SHEET INDEX

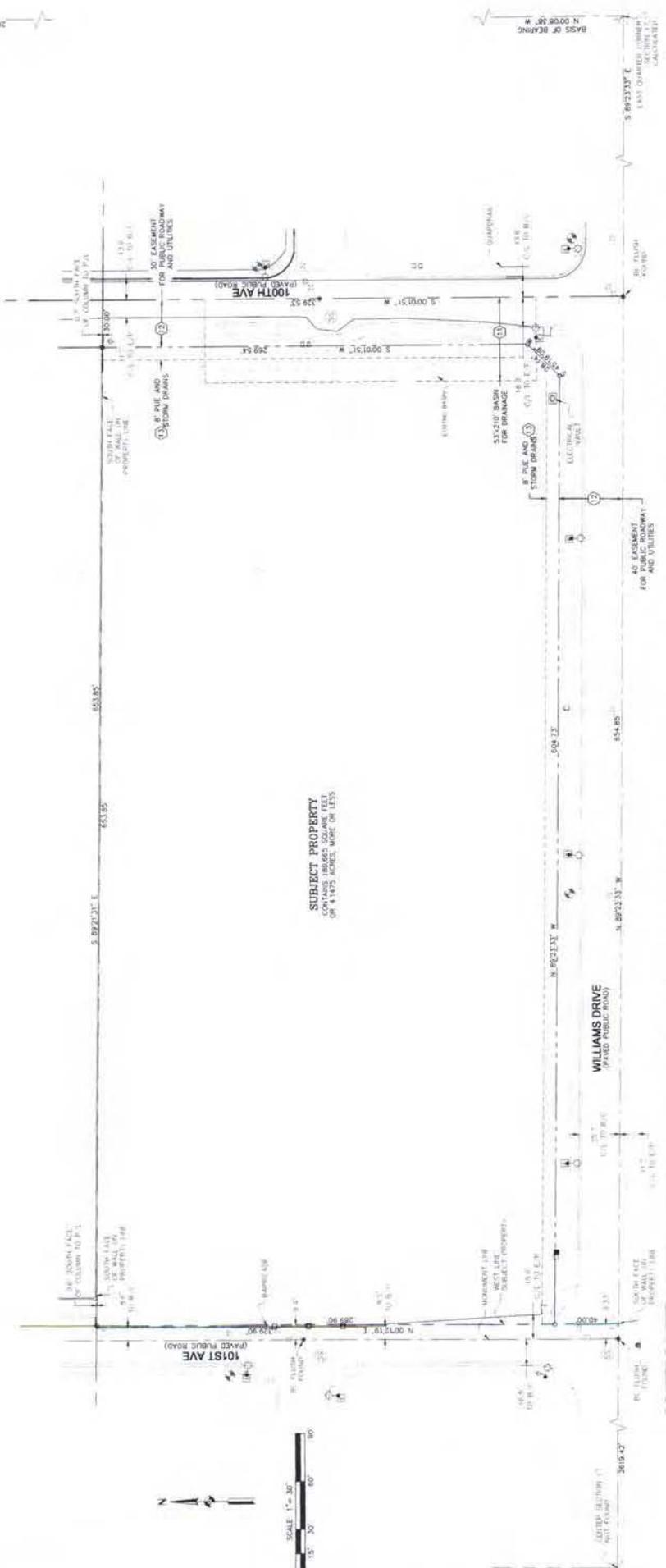
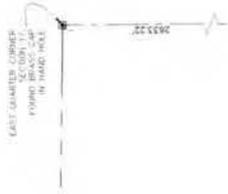
- 1 DOWN NOTES, SCHEDULE B ITEMS
- 2 SITE DETAIL & EXEMPTIONS

SURVEYOR'S CERTIFICATE

TO: SOCIETY OF PROFESSIONAL SURVEYORS, AN ARIZONA CORPORATION
 1000 WEST WASHINGTON AVENUE, SUITE 100
 PHOENIX, ARIZONA 85001

DATE: 04/04/2012
 DATE: 04/04/2012

THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACM SURVEYS AS SET FORTH IN THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACM SURVEYS, TABLE 1, 1.10.1, 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6, 1.1.7, 1.1.8, 1.1.9, 1.1.10, 1.1.11, 1.1.12, 1.1.13, 1.1.14, 1.1.15, 1.1.16, 1.1.17, 1.1.18, 1.1.19, 1.1.20, 1.1.21, 1.1.22, 1.1.23, 1.1.24, 1.1.25, 1.1.26, 1.1.27, 1.1.28, 1.1.29, 1.1.30, 1.1.31, 1.1.32, 1.1.33, 1.1.34, 1.1.35, 1.1.36, 1.1.37, 1.1.38, 1.1.39, 1.1.40, 1.1.41, 1.1.42, 1.1.43, 1.1.44, 1.1.45, 1.1.46, 1.1.47, 1.1.48, 1.1.49, 1.1.50, 1.1.51, 1.1.52, 1.1.53, 1.1.54, 1.1.55, 1.1.56, 1.1.57, 1.1.58, 1.1.59, 1.1.60, 1.1.61, 1.1.62, 1.1.63, 1.1.64, 1.1.65, 1.1.66, 1.1.67, 1.1.68, 1.1.69, 1.1.70, 1.1.71, 1.1.72, 1.1.73, 1.1.74, 1.1.75, 1.1.76, 1.1.77, 1.1.78, 1.1.79, 1.1.80, 1.1.81, 1.1.82, 1.1.83, 1.1.84, 1.1.85, 1.1.86, 1.1.87, 1.1.88, 1.1.89, 1.1.90, 1.1.91, 1.1.92, 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SUBJECT PROPERTY
 CONTAINS APPROX 550,000 SQ. FT.
 OR 4,147.5 ACRES, MORE OR LESS.

- LEGEND**
- 4\"/>
 - BRASS CAP
 - REBAR FINDER
 - FIRE HYDRANT
 - WATER VALVE
 - ELECTRICAL CABINET
 - LIGHT POLE
 - WATER METER
 - GAS METER
 - GAS MARKER
 - SIGN
 - TELEPHONE RISER
 - CABLE TV RISER
 - PROPERTY LINE
 - MONUMENT LINE
 - EYE OF FARMMENT
 - FIRE PUBLIC UTILITY EASEMENT
 - BRASS CAP

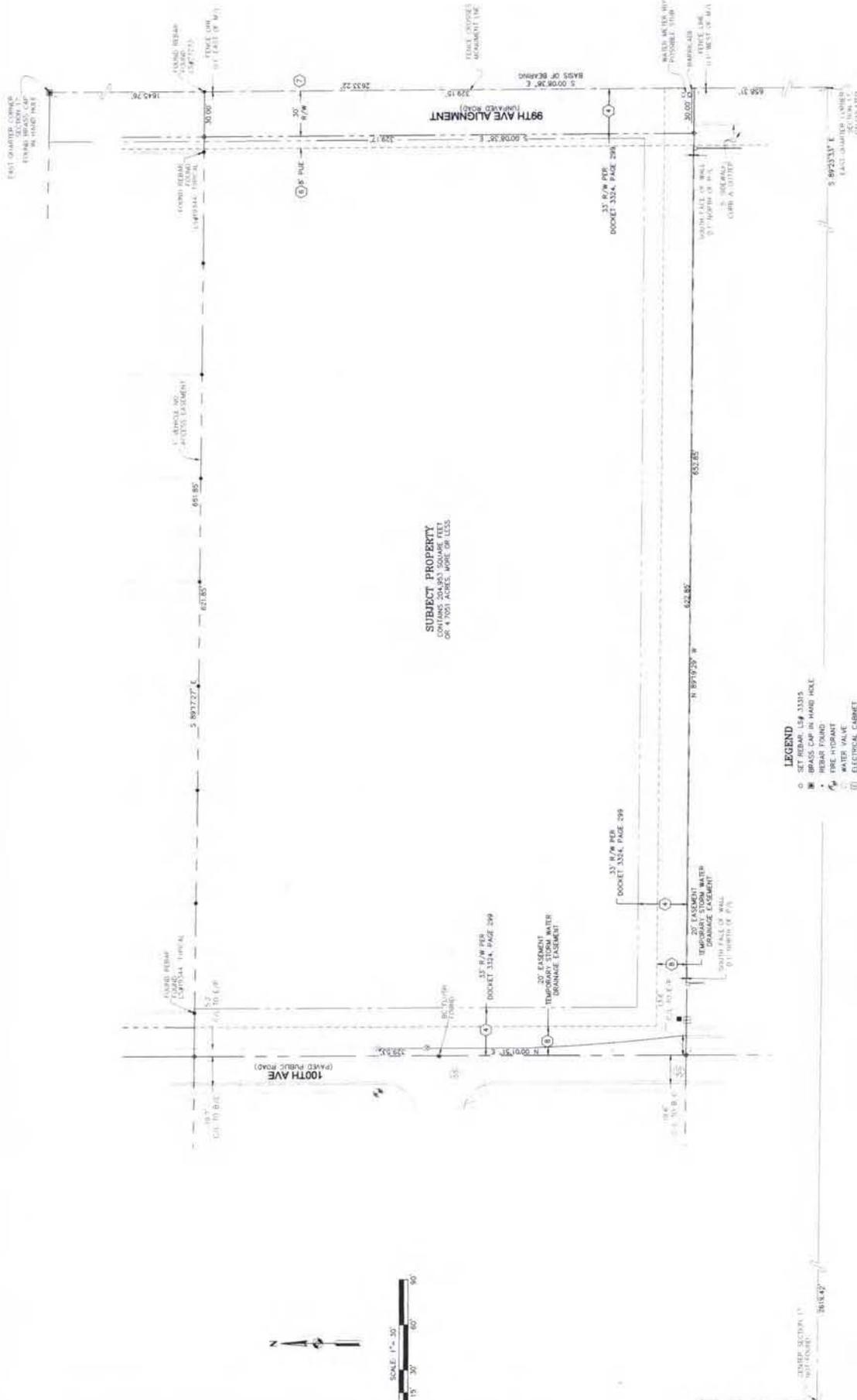
ALTA/ACSM LAND TITLE SURVEY
UMBRIA ESTATES
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 17,
 TOWNSHIP 4 NORTH, RANGE 1 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 MARICOPA COUNTY, ARIZONA.

SCALE: N.T.S.
 DATE: APRIL 04, 2012
 PHOENIX, ARIZONA

Bowman CONSULTING

1000 North Central Expressway, Suite 100
 Phoenix, Arizona 85004
 Phone: 602.955.8800
 Fax: 602.955.8801
 Web: www.bowmanconsulting.com

PROJECT NO: 04-01-001 | MAP: 002 | COUNTY: MARICOPA | SHEET: 2 OF 2



ALTA/ACSM LAND TITLE SURVEY
OF
SALINAS ESTATES
LOCATED IN THE NORTHEAST QUARTER OF SECTION 17,
TOWNSHIP 4 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA.

SCALE: N.T.S.

PHOENIX, ARIZONA

Bowman CONSULTING

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 PHOENIX, ARIZONA 85004
 PHONE: 602.441.1111
 FAX: 602.441.1112
 WWW.BOWMANCONSULTING.COM

DATE: APRIL 04, 2012

PROJECT NO: 0812-001

DATE: APRIL 04, 2012

SHEET 2 OF 2

TITLE COMMITMENT SCHEDULE B - SECTION II REVIEW

THE TITLE DOCUMENTS FOR THE SURVEYED PROPERTY HEREIN DESCRIBED PROVIDED BY COMMERCEBANK AND TITLE INSURANCE COMPANY FILE NO. 20100541-055-001, EFFECTIVE 05/07/08, ARE SUBJECT TO THE FOLLOWING EXCEPTIONS ON SCHEDULE B - SECTION II OF THE TITLE INSURANCE COMMITMENT WITH RESPECT TO THE SURVEYED PROPERTY:

(a) THE FOLLOWING ITEMS LISTED IN THE TITLE REPORT AS EXCEPTIONS PERTAIN TO THE SURVEYED PROPERTY, HOWEVER, ARE NOT SURVEY RELATED MATTERS:

(b) ITEMS 1-4 AND 9-11 OF EXCEPTIONS REFERENCED IN THE TITLE REPORT AS SCHEDULE B ITEMS ARE LIMITED TO THE SURVEYOR'S SCOPE-OF-SERVICES AS ADVERTISED IN THE CERTIFICATION HEREIN, ADDITIONALLY THE SURVEYOR'S SCOPE-OF-SERVICES IS LIMITED TO ORIGINALLY EXERCISED BY MEMBERS OF THE SAME PROFESSION CURRENTLY PRACTICING UNDER SIMILAR CONDITIONS SCHEDULE "B" ITEM DOCUMENTS MAY CONTAIN DISCREPANCIES WHICH THE SURVEYOR IS NOT QUALIFIED TO INTERPRET AND/OR ARE INTERESTED AND AFFECTED PARTIES OBTAIN CONSULTATION WITH QUALIFIED LEGAL COUNSEL PRIOR TO THE SUBSCRIPTION OF ALL SCHEDULE "B" DOCUMENTS.

(c) THE FOLLOWING ITEMS OF THE SPECIAL EXCEPTIONS ARE SURVEY RELATED MATTERS, HOWEVER, ARE NOT SURVEY RELATED MATTERS, AND ARE NOT TO BE CONSIDERED OTHERWISE EXPLAINED AS HOW THEY AFFECT THE SURVEYED PROPERTY:

- (5) ITEM 5 PROPERTY IS SUBJECT TO ALL MATTERS PERTAINING TO RIGHT OF WAY FOR ROADWAY AND PUBLIC UTILITY PURPOSES AS SET FORTH IN MPE DOCKET 3846; PAGE 3. (ITEM IS SHOWN HEREIN)
- ITEM 6 PROPERTY MAY BE SUBJECT TO ANY ACTION THAT MAY BE TAKEN BY THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY TO PREVENT OR REDUCE THE RISK OF FLOOD DAMAGE, AS DISCLOSED BY REGULATORY FCZ 20080102 AS SET FORTH IN MPE DOCUMENT 2002-094132 (ITEM IS BLANKET IN NATURE, AND IS NOT SHOWN HEREIN)
- ITEM 7 PROPERTY MAY BE SUBJECT TO ALL MATTERS CONTAINED IN THAT CERTAIN INSTRUMENT IDENTIFYING THE PLAZA-LAKE PLEASANT PARKWAY (TOWNSHIP 4 NORTH, RANGE 1 EAST, SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, MERIDIAN 1 EAST, AND MARIQUITA AND MARIQUITA MARICOPA COUNTY, ARIZONA, AND INCLUDES EASEMENTS, ASSESSMENTS, LIABILITIES, AND OBLIGATIONS AS SET FORTH IN MPE DOCUMENT 2002-064779 (ITEM IS BLANKET IN NATURE, AND IS NOT SHOWN HEREIN)
- ITEM 8 PROPERTY MAY BE SUBJECT TO ALL MATTERS CONTAINED IN THAT CERTAIN INSTRUMENT IDENTIFYING LAKE PLEASANT PARKWAY STREET REPAIRMENT ZONE RZ P04-0007, WHICH AMONG OTHER THINGS, MAY PROVIDE FOR COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS, LIABILITIES, AND OBLIGATIONS AS SET FORTH IN MPE DOCUMENT 2002-064779 (ITEM IS BLANKET IN NATURE, AND IS NOT SHOWN HEREIN)

NOTES

1. THE SURVEYOR'S REVIEW OF DOCUMENTS REFERENCED IN THE TITLE REPORT AS SCHEDULE "B" ITEMS IS LIMITED TO THE SURVEYOR'S SCOPE-OF-SERVICES AS ADVERTISED IN THE CERTIFICATION HEREIN, ADDITIONALLY THE SURVEYOR'S SCOPE-OF-SERVICES IS LIMITED TO ORIGINALLY EXERCISED BY MEMBERS OF THE SAME PROFESSION CURRENTLY PRACTICING UNDER SIMILAR CONDITIONS SCHEDULE "B" ITEM DOCUMENTS MAY CONTAIN DISCREPANCIES WHICH THE SURVEYOR IS NOT QUALIFIED TO INTERPRET AND/OR ARE INTERESTED AND AFFECTED PARTIES OBTAIN CONSULTATION WITH QUALIFIED LEGAL COUNSEL PRIOR TO THE SUBSCRIPTION OF ALL SCHEDULE "B" DOCUMENTS.

2. THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON IS BASED ON RECORD INFORMATION PROVIDED TO THE SURVEYOR BY LOCAL AGENCIES OF JURISDICTION AND ON RECORDABLE FIELD LOCATED SURVEY POINTS. THESE UTILITIES AND ON RECORDABLE FIELD LOCATED SURVEY POINTS, THESE NO EXCAVATIONS WERE MADE TO LOCATE BURIED UTILITIES DURING THE PROGRESS OF OR FOR THE PURPOSE OF THIS SURVEY.

3. AT THE TIME OF THIS SURVEY, AGENCY MAPS WERE UNAVAILABLE.

4. PURSUANT TO TABLE "A", ITEM 16, AND TO THE BEST OF MY KNOWLEDGE, THE SURVEYOR HAS NOT BEEN INFORMED OF ANY CHANGES TO THE SURVEYED PROPERTY OR ANY ADJACENT PROPERTY SINCE THE SURVEYOR AND FIELD PERSONNEL UNDER THE SURVEYOR'S DIRECTION ARE NOT CONSTRUCTION INTERESTED AND AFFECTED PARTIES SHOULD SEEK CONSULTATION FROM A REGISTERED CONTRACTOR OR OTHER QUALIFIED PARTY.

5. PURSUANT TO TABLE "A", ITEM 17, THE SURVEYOR HAS NOT BEEN INFORMED OF ANY CHANGES TO THE SURVEYED PROPERTY SINCE THE SURVEYOR AND FIELD PERSONNEL UNDER THE SURVEYOR'S DIRECTION ARE NOT CONSTRUCTION INTERESTED AND AFFECTED PARTIES SHOULD SEEK CONSULTATION FROM A REGISTERED CONTRACTOR OR OTHER QUALIFIED PARTY.

6. PURSUANT TO TABLE "A", ITEM 18, THE SURVEYOR HAS NOT BEEN INFORMED OF ANY CHANGES TO THE SURVEYED PROPERTY SINCE THE SURVEYOR AND FIELD PERSONNEL UNDER THE SURVEYOR'S DIRECTION ARE NOT CONSTRUCTION INTERESTED AND AFFECTED PARTIES SHOULD SEEK CONSULTATION FROM A REGISTERED CONTRACTOR OR OTHER QUALIFIED PARTY.

7. ALL BUILDINGS SHOWN HEREON ARE MEASURED AND RECORDED UNLESS OTHERWISE INDICATED.

8. NO BUILDINGS EXISTING ON THE SURVEYED PROPERTY.

NOTES

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

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, MERIDIAN 1 EAST, AND MARIQUITA MARICOPA COUNTY, ARIZONA.

SAID PARCEL CONTAINS 214.186 SQUARE FEET OR 4.9166 ACRES, MORE OR LESS.

SHEET INDEX

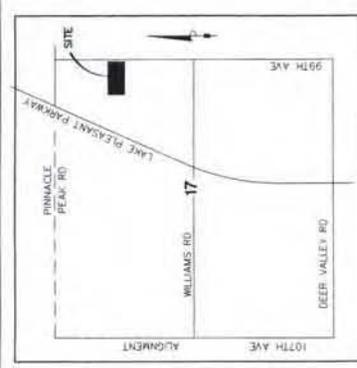
- 1 COVER NOTES, SCHEDULE "B" ITEMS
- 2 SITE DETAIL & EASEMENTS

BASIS OF BEARING

BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, MERIDIAN 1 EAST, BEING TRUE MARIQUITA AND MARIQUITA MARICOPA COUNTY, ARIZONA, AND BEARING SOUTH 80 DEGREES 08 MINUTES 58 SECONDS EAST.

ADDRESS

ADDRESS OF SUBJECT PROPERTY IS NOT KNOWN.



VICINITY MAP

CURRENT RECORD DESCRIPTION OF THE SURVEYED PROPERTY

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

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, MERIDIAN 1 EAST, AND MARIQUITA MARICOPA COUNTY, ARIZONA.

SAID PARCEL CONTAINS 214.186 SQUARE FEET OR 4.9166 ACRES, MORE OR LESS.

SHEET INDEX

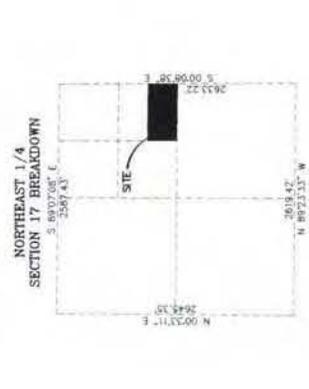
- 1 COVER NOTES, SCHEDULE "B" ITEMS
- 2 SITE DETAIL & EASEMENTS

BASIS OF BEARING

BASIS OF BEARING IS THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 4 NORTH, RANGE 1 EAST, MERIDIAN 1 EAST, BEING TRUE MARIQUITA AND MARIQUITA MARICOPA COUNTY, ARIZONA, AND BEARING SOUTH 80 DEGREES 08 MINUTES 58 SECONDS EAST.

ADDRESS

ADDRESS OF SUBJECT PROPERTY IS NOT KNOWN.



NORTHEAST 1/4 SECTION 17 BREAKDOWN

4.11/ACM LAGO TITL SURVEY
 AGENT PARCEL
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 17,
 TOWNSHIP 4 NORTH, RANGE 1 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 MARICOPA COUNTY, ARIZONA.

SCALE: N.T.S.
 DATE: MAY 07, 2012

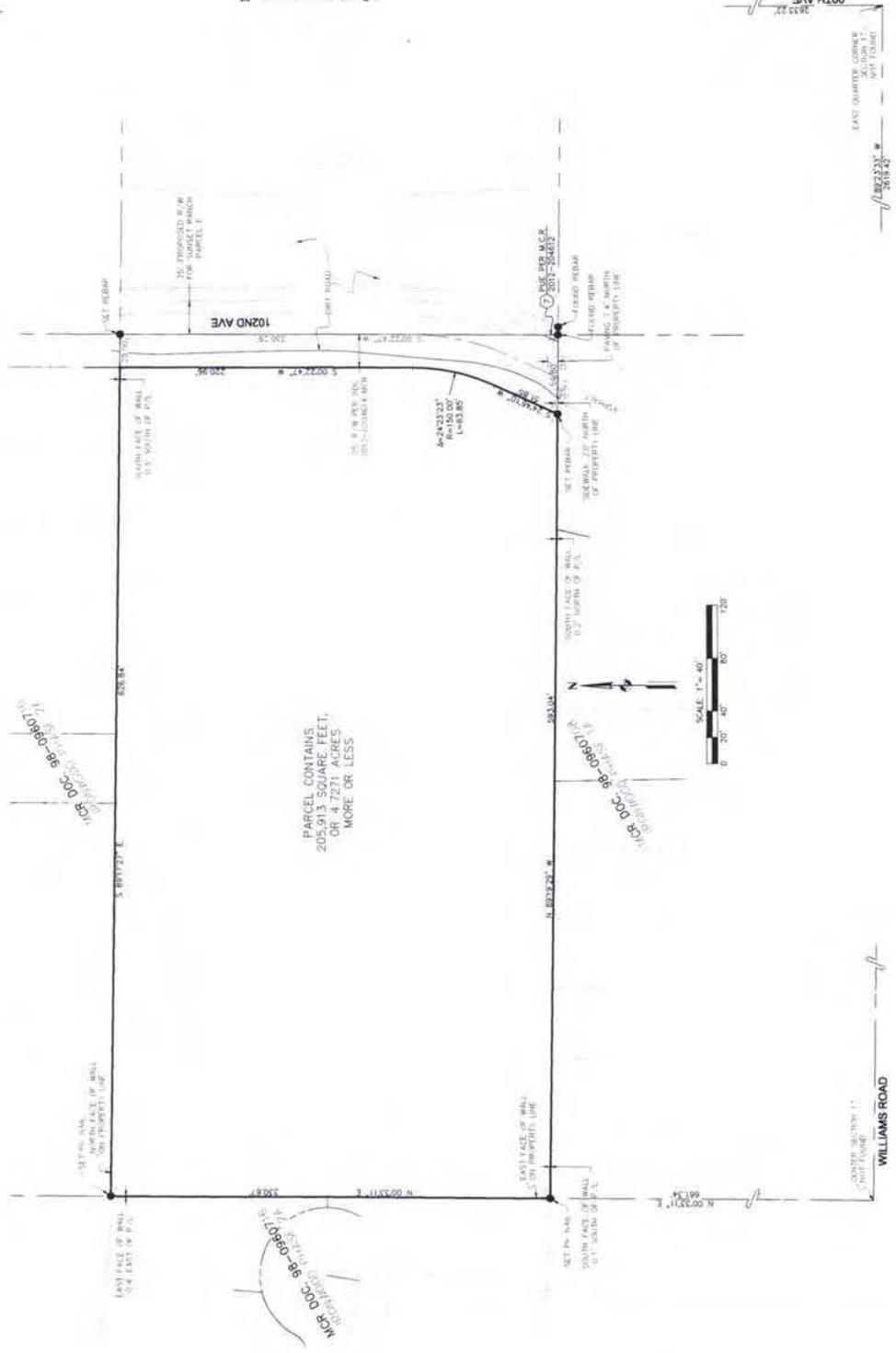
27727 TITL COMBANT
 PROJECT NO. 0501-01
 MAP. 002 COUNTY REF. NO.
 SHEET 1 OF 3

PHOENIX, ARIZONA

Bowman CONSULTING
 1000 North Central Expressway, Suite 100
 Phoenix, Arizona 85028
 Phone: 602.426.1000
 Fax: 602.426.1001
 www.bowmanconsulting.com

REGISTERED PROFESSIONAL SURVEYOR
 STATE OF ARIZONA
 LICENSE NO. 10000
 EXPIRES 12/31/2012

PINNACLE PEAK ROAD
 NORTHEAST CORNER
 FORMER SECTION 17
 TOWNSHIP 4 NORTH, RANGE 1 EAST
 MARICOPA COUNTY, ARIZONA
 5.00'± 0.25'



ALTA/ACSM LAND TITLE SURVEY
 ONG SOUTH PARCEL
 LOCATED IN THE NORTHEAST QUARTER OF SECTION 17,
 TOWNSHIP 4 NORTH, RANGE 1 EAST,
 OF THE GILA AND SALT RIVER MERIDIAN,
 MARICOPA COUNTY, ARIZONA.

SCALE: N.T.S.
 DATE: MAY 08, 2012
 PHOENIX, ARIZONA

Bowman CONSULTING
 1000 North Central Expressway, Suite 100
 Phoenix, Arizona 85004
 Phone: 480-948-8844
 Fax: 480-948-8844
 Email: info@bowmanconsulting.com
 Website: www.bowmanconsulting.com

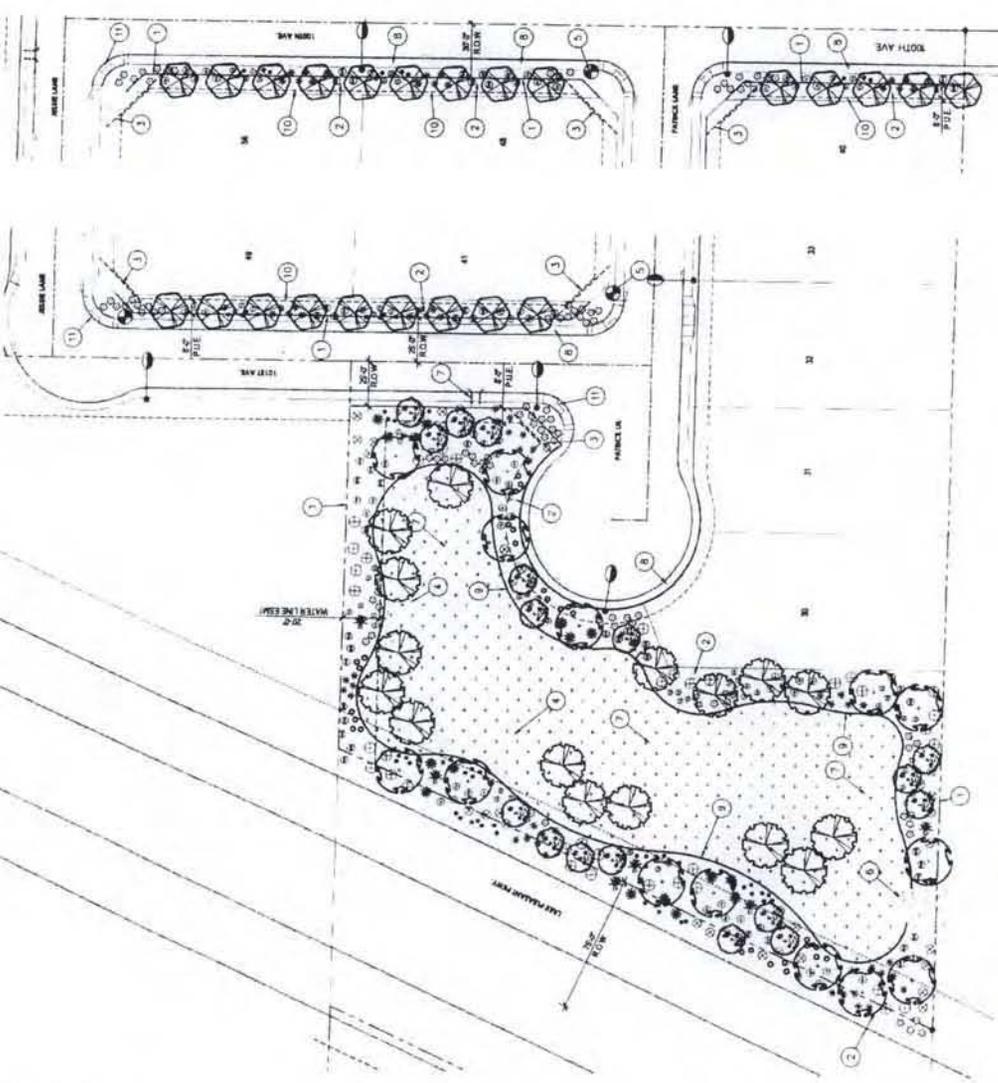
PROJECT NO: 08-030 | COUNTY: MARICOPA | SHEET 1 OF 2



PLANT LEGEND

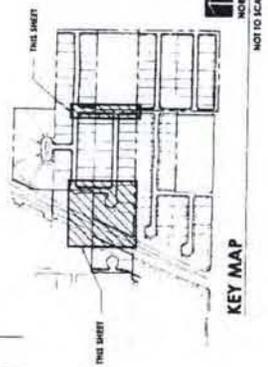
SYMBOL	BOTANICAL NAME	COMMON NAME
	KACH SALOMA	YELLOW ACACIA
	CERODIUM FRAXCOSA	PALO BREA
	DALBERGIA IRSECO	SESSOO TREE
	OLNEYA TEGOTA	IRONWOOD
SHRUBS		
	DALSONIA PALMERIANA	RED BIRD OF PARADISE
	JUSTICIA CALIFORNICA	OLYMPIC
	LEUCOPHYLLUM CAROLINUM	THUNDER CLOUD
	ENCLISIA FARKOSA	WITTELERSH
	RUSTIA PUNICOLARIS	SAH RUSTIA
ACCENTS		
	AGAVE AMERICANA	CENTURY PLANT
	FOUQUERIA SPINOSA	COXTLE
	HESPERALOE TENNESSE	QUART HESPERALOE
GROUNDCOVER		
	LANTANA 'NEW GOLD'	NEW GOLD LANTANA
	BAILEYA MULTICAUDA	BUSHY MIMBOLD
	CONVALLIS OREOLATA	BUSH MONARDIA QUART
	RUSTIA BRITANNICA	KATE RUSTIA
	TURF	HYDRUSED
	SHEET GROUNDCOVER	TO BE SELECTED
	RECOMPOSED GRANITE	PLAIN CONCRETE

CONCRETE HEADER
NOTE: CONTRACTOR TO VERIFY ALL QUANTITIES. CONTRACTOR TO PROVIDE RECOMPOSED GRANITE SAMPLES TO LANDSCAPE ARCHITECT FOR APPROVAL. ALL WALLS SHALL BE CONCRETE WITH FINISH FROM GASTROTECHNICAL ENGINEER. SOAKAWAYS TO 7" TIE AND SPREAD CLEARANCE FROM ALL TREES LOCATED IN TURF AREAS SHALL HAVE A TREE GUARD. ALL SOAKAWAYS TO 7" TIE AND SPREAD CLEARANCE SHALL HAVE A MINIMUM CONCRETE CLEARANCE TO ALL MATURE TREES AND PALM CANOPIES MUST BE A MINIMUM OF 5' FROM ANY BUILDING WALLS OR BALCONY WINDOWS.



PLANTING KEY NOTES

- 1 PROPERTY LINE (RIGHT OF WAY) LINE
 - 2 RECOMPOSED GRANITE IN ALL PLANTING AREAS
 - 3 SHORT DISTANCE LINE PER CITY REQUIREMENTS
 - 4 STORMWATER RETENTION SEE CIVIL ENG PLANS
 - 5 FIRE HYDRANT, NO PLANT MATERIAL WITHIN 5' RADIUS SEE CIVIL ENG PLANS
 - 6 DRAINAGE STRUCTURE SEE CIVIL ENG PLANS
 - 7 SIDEWALK
 - 8 CONCRETE HEADER SEE SHEET 1.4. DETAIL H
 - 9 P.U.E. SEE CIVIL ENG PLANS
 - 10 ACCESSIBLE RAMP SEE CIVIL ENG PLANS
 - 11 RETAINING WALL REFER TO CIVIL ENG PLANS
 - 12 RETAINING WALL REFER TO CIVIL ENG PLANS
- NOTE: NOT ALL ACTIVITIES USED ON THIS SHEET



SCALE: 1" = 30'-0"
402-243-1100
1-800-STATE-IT
WWW.PINNACLED.COM

2025

SUNSET RANCH 2

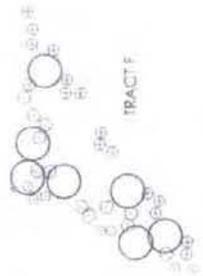
CONCEPTUAL
LANDSCAPE
PLAN

- 1. 10' WIDE SIDEWALK
- 2. 10' WIDE DRIVEWAY
- 3. 10' WIDE DRIVEWAY
- 4. 10' WIDE DRIVEWAY
- 5. 10' WIDE DRIVEWAY

- 1. 10' WIDE SIDEWALK
- 2. 10' WIDE DRIVEWAY
- 3. 10' WIDE DRIVEWAY
- 4. 10' WIDE DRIVEWAY
- 5. 10' WIDE DRIVEWAY

U.S.
PLANNING

LARF PLEASANT PARKWAY

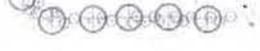


80 81 82 83

100TH CR

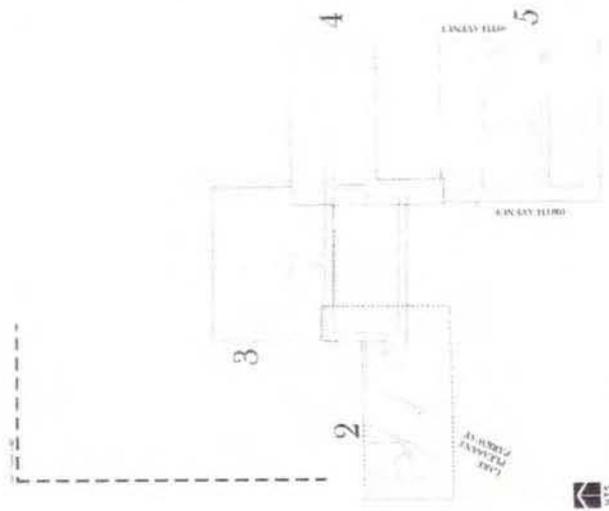


TRACT G1 TRACT G2



64 65 66 67 68 69 70

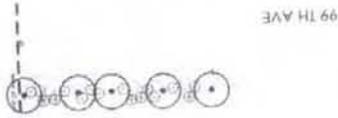
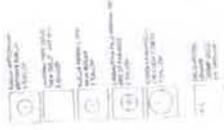
JESSIE LN



U.S.
PLANNING

SUNSET RANCH 2

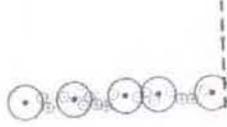
CONCEPTUAL LAYOUT PLAN



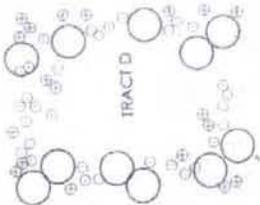
99 TH AVE

78
77
76
75
74
73
72

JESSIE LN



63
62
61
60
59
58
57



71

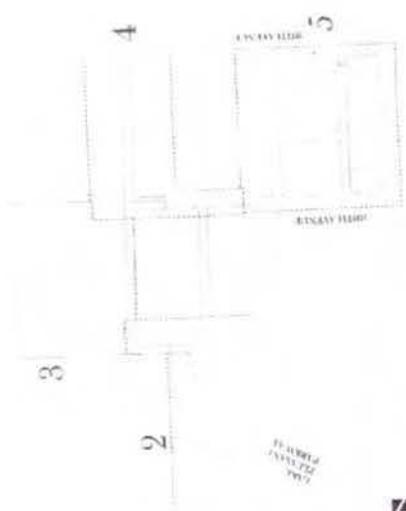


56



55

47



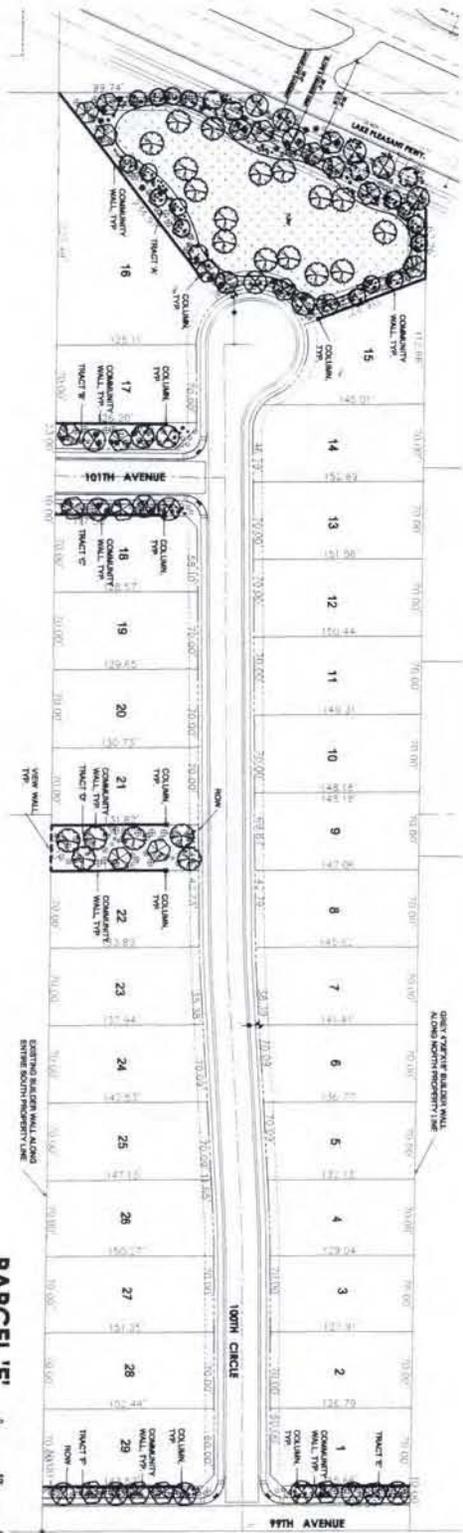
100 TH AVE

PATRICK LN

39



PLANNING



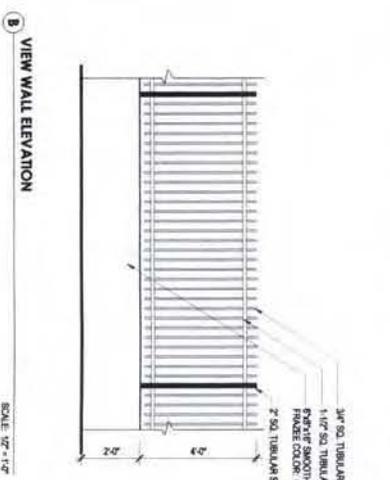
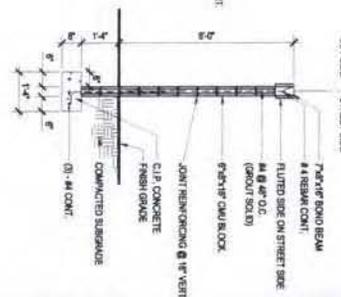
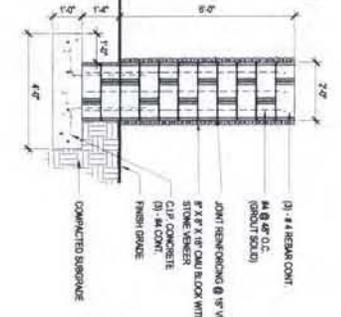
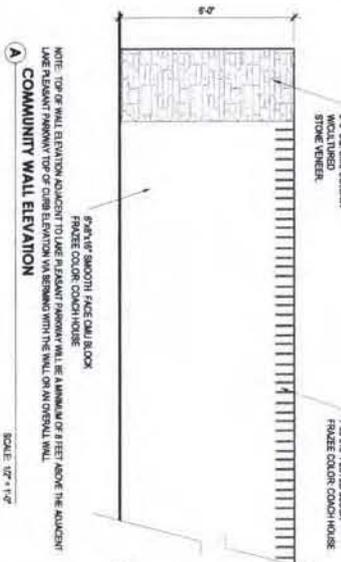
PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY (E.G.)
(Tree symbol)	ACOLIA SALICINA	WILLOW ACOLIA	15 GAL	25
(Tree symbol)	DALBERGIA BISSON	BISSON TREE	2 1/2" BOX	25
(Tree symbol)	QUERUS TEGATA	ROCKWOOD	2 1/2" BOX	8
(Tree symbol)	PARSONIA PACIFIC	PALO MESA	1 1/2" GAL	42
(Tree symbol)	PARONYCHIA RUFICOX	PALO MESA	2 1/2" BOX	42
(Tree symbol)	CHENEA PALMISERNA	RED BIRD OF PARADISE	5 GAL	100
(Tree symbol)	EMUALA PARVIA	BRITTLERUSH	5 GAL	88
(Tree symbol)	LEUCOPHYLLUM CANADICUM	VALENTINE CLOAK	5 GAL	71
(Tree symbol)	MELALEUCA LUTEA	VALENTINE BUSH	5 GAL	105
(Tree symbol)	PARONYCHIA RUFICOX	PALE HEDDLE	5 GAL	88
(Tree symbol)	ACACIA SALICINA	OCTOPUS PLANE	5 GAL	55
(Tree symbol)	ADAVIA VERMICULARIS	TRAVELER'S TREE	5 GAL	25
(Tree symbol)	HEPERGLOE PAVONICOLA	RED TONGUE	5 GAL	78
(Tree symbol)	BAILEYA MULTIRADIATA	DESERT MARIGOLD	1 GAL	50
(Tree symbol)	CONVOLVULUS SPECIOSUS	BUSH MORNING GLORY	1 GAL	11
(Tree symbol)	LEUCANTHEMUM LUTEUM	NEW GOLD DUTCHMAN	1 GAL	86
(Tree symbol)	HELIOPSIS SCUTELLARIA	WAXY HELIOPSIS	1 GAL	11
(Tree symbol)	BRONIA SPINOSA	HYPOBOSSED		
(Tree symbol)	INERT GROUNDCOVER	HYPOBOSSED		
(Tree symbol)	CONCRETE BEADERS	WAGON WHEEL	3 1/2" MANHOLE	
(Tree symbol)	DISCONTINUED GRANITE	F. WARE		

PRELIMINARY LANDSCAPE NOTES

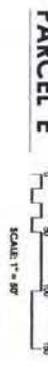
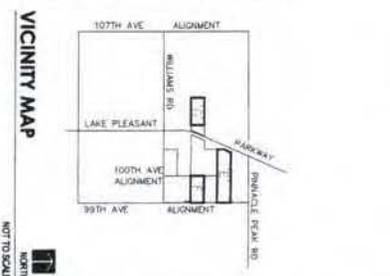
PLANTING
 THE SITE WILL BE LANDSCAPED IN ACCORDANCE WITH THE CITY OF PEORIA STANDARDS. ALL TREES AND SHRUBS ARE TO BE STAKED AND PLANTED IN ACCORDANCE WITH THE ARIZONA NURSERY ASSOCIATION PUBLISHED STANDARDS. BODIES OF TREES AND SHRUBS WILL CORRESPOND WITH REQUIREMENTS SET BY THE CITY OF PEORIA. ALL PLANTING AREAS WILL RECEIVE A 2" DEPTH OF SOACOMPOSED GRANITE AND SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE.

IRRIGATION
 THE IRRIGATION SYSTEM WILL CONSIST OF PIPE ENTITLED AND PRESSURE REGULATORS CONNECTED TO AUTOMATIC VALVES AND WILL BE TIED INTO AUTOMATIC CONTROLLERS AS REQUIRED. THE IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE.

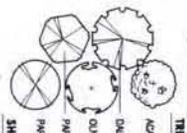


SITE DATA

SUBJECT AREA	18.55 AC / 811,475 SF
NET AREA	14.71 AC / 646,825 SF
ZONING	R1-1K
ZONING CODE	R40-220-25A.1
FORMAL GENERAL PLAN	LOW DENSITY 2 - 5 DU/AC
APPROVED DENSITY	3.22 DU/AC
PROPOSED DENSITY	80 DU/AC / 3,074,000 SF
TOTAL OPEN SPACE AREA	1.89 AC / 82,363 SF
OPEN SPACE EFF.	62.87 % / 17,198 SF / 18,776, 817 SF
TOTAL USABLE OPEN SPACE AREA	1.89 AC / 82,363 SF
OPEN SPACE REQUIRED	95
OPEN SPACE PROVIDED	9,665



PLANT LEGEND

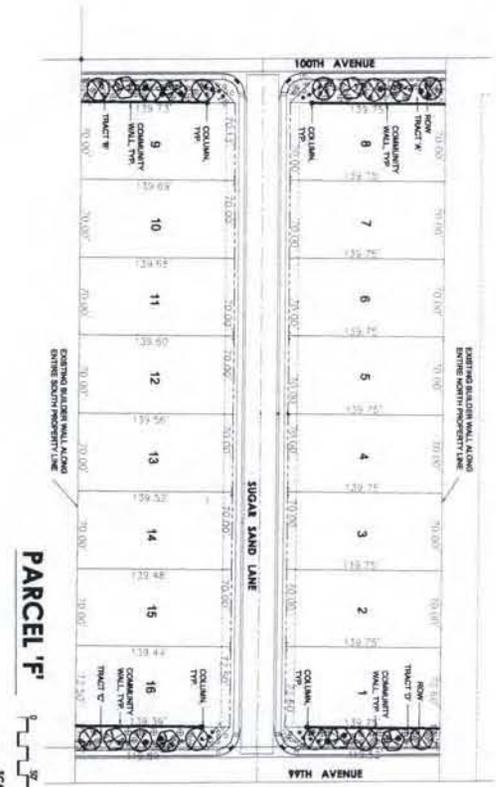


SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
1	ACACIA SALICINA	WILLOW ACACIA	15 GAL
2	DALEOPSIS BISSON	BISSON TREE	3/4" BOX
3	OLIVIA TRISTITA	BROWWOOD	2" BOX
4	FRAXINUS PRINCEX	PALE BIRCH	15 GAL
5	FRAXINUS PRINCEX	PALE BIRCH	3/4" BOX
SHRUBS			
6	CRATAEGUS BLODORUM	RED BIRD OF PARADISE	5 GAL
7	BRITELIA	BRITELIA	5 GAL
8	LEOPOLDIA CHANDRA	THUNDER BUSH	5 GAL
9	MALEPHORA LUTEA	VALERIANE BUSH	5 GAL
10	RIEHLIA PENINSULARIS	BLAU RIEHLIA	5 GAL
ACCENTS			
11	ADAME VANDERBEEK	OTTOMAN'S ADAME	5 GAL
12	ADAME VANDERBEEK	OTTOMAN'S ADAME	5 GAL
13	HERPESALICE PANICOLA	RED YUCCA	5 GAL
GROUNDCOVER			
14	SALIDA ALTERNATA	OSBERT MARGOLD	1 GAL
15	CONOVULVIS DISCORDIA	BISH MORNING GLORY	1 GAL
16	LANTANA NEW GOLD*	NEW GOLD LANTANA	1 GAL
17	RIEHLIA BRITANNICA	KATE RIEHLIA	1 GAL
18	VALE	KATE RIEHLIA	1 GAL
19	BERNALDI GRASS	HYDRANGEA	
INERT GROUNDCOVER			
20	DECAPOD GRANITE	MASON GOLD	3/4" MOUND
21	CONCRETE HEADER	F WIDE	

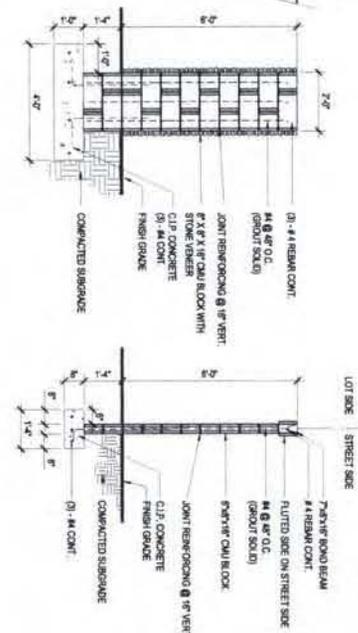
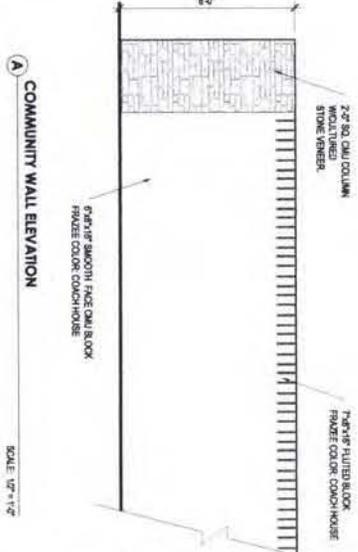
PRELIMINARY LANDSCAPE NOTES

PLANTING
 THE SITE WILL BE LANDSCAPED IN ACCORDANCE WITH THE CITY OF PEORIA STANDARDS. ALL TREES AND SHRUBS ARE TO BE PLANTED IN ACCORDANCE WITH THE PEORIA NURSERY ASSOCIATION PAULSLED STANDARDS. SIZES OF TREES AND SHRUBS WILL CORRESPOND WITH REQUIREMENTS SET BY THE CITY OF PEORIA. ALL PLANTING WORKS WILL RECEIVE A 7 DAY PERIOD OF DECORATED GRANTS AND SHALL BE FINISHED WITH THE EARLIEST REQUIREMENTS.

IRRIGATION
 THE IRRIGATION SYSTEM WILL CONSIST OF DIRT ENTRIES AND PRESSURE REGULATOR CONNECTED TO AUTOMATIC VALVES AND MAIN WATER LINE. THE IRRIGATION SYSTEM SHALL PROVIDE ION COVERAGE.



PARCEL 'F'
 SCALE 1" = 50'



SINGLE-FAMILY PRELIMINARY PLAT PLANTING DATA SHEET

NO.	DESCRIPTION	REQUIRED	PROVIDED
A	GRASS PLANTING WITH PLANT	1200 SF	1200 SF
B	ACACIA TO COLLECTIVE STRIPS 9' WIDE	1200 SF	1200 SF
C	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
D	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
E	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
F	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
G	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
H	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
I	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
J	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
K	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
L	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
M	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
N	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
O	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
P	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
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V	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
W	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
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AW	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
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BV	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
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BY	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
BZ	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CA	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
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CG	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CH	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CI	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CJ	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CK	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CL	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CM	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CN	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CO	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CP	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CQ	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
CR	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
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CU	FRAXINUS PRINCEX ALONG TOY AND BOLD THOUSANDS AREA	1200 SF	1200 SF
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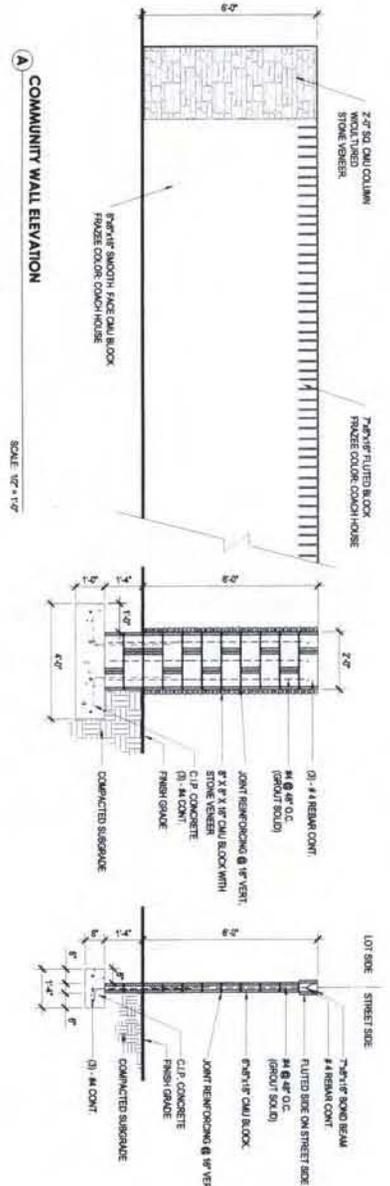
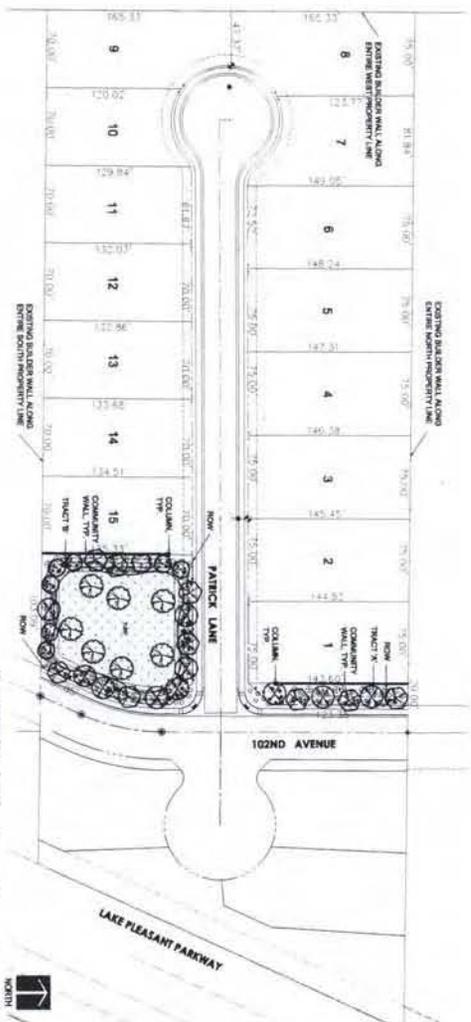
PLANT LEGEND

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
TREES			
	JACQ. GULCHUA	WILLOW ACOKA	15 GAL.
	DUL. BEROLA SISSOO	SISSOO TREE	2 1/2" BOX
	QUERC. TESOTA	IRONWOOD	2 1/2" BOX
	PHAGNOLIA PAEOCOR	PALO BREA	15 GAL.
	PHAGNOLIA PAEOCOR	PALO BREA	2 1/2" BOX
SHRUBS			
	CERCIA PINA PAL. CHERSMA	RED BIRD OF PARADISE	5 GAL.
	ENCILIA FARNOSA	BRITTLERUSH	5 GAL.
	LEUCOPHYLLUM CANDICANS	THUNDER CLOUD	5 GAL.
	MALVACEAE LUTEA	VALENTINE BUSH	5 GAL.
	REBELLA PENNSILVANIA	BAW REBELLA	5 GAL.
ACCENTS			
	AGAVE VALERIANA	OCTOPUS AGAVE	5 GAL.
	AGAVE GUMPIANA	TWIG-FLOMBED AGAVE	5 GAL.
	RESPALDO PARVIFLORA	RED YUCCA	5 GAL.
GROUNDCOVER			
	BALYSTIA MULTICAULIS	DESERT MARIGOLD	1 GAL.
	CONVOLVULUS CHEROKEI	BUSH MORNING GLORY	1 GAL.
	LANTANA NEW GOLD	NEW GOLD LANTANA	1 GAL.
	REBELLA BRITTONIANA	KATIE REBELLA	1 GAL.
	KENTE	HYDRANGEA	
	BROMELIA GRASS		
INERT GROUNDCOVER			
	DECOMPOSED GRANITE	MADISON GOLD	3 1/2" W/MS
	CONCRETE HEADER	7" W/FE	

PRELIMINARY LANDSCAPE NOTES

PLANTING
 THE FINAL LAYOUT OF PLANTING IS TO BE APPROVED BY THE CITY OF PEORIA. THE PLANTING LIST AND SPECIFICATIONS ARE TO BE REVIEWED AND APPROVED IN ACCORDANCE WITH THE ARIZONA NURSERY ASSOCIATION PUBLISHED STANDARDS. SPECIES OF TREES AND SHRUBS WILL CORRESPOND WITH RECOMMENDATIONS SET BY THE CITY OF PEORIA. ALL PLANTING SHALL BE DONE AT A 2" DEPTH OF DECOMPOSED GRANITE AND SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE.

IRRIGATION
 THE IRRIGATION SYSTEM SHALL CONSIST OF 800' OF 1/2" POLYETHYLENE PIPE AND PRESSURE REGULATORS. THE SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF PEORIA AUTOMATIC CONTROLLER. AS REQUIRED, THE IRRIGATION SYSTEM SHALL PROVIDE 100% COVERAGE.



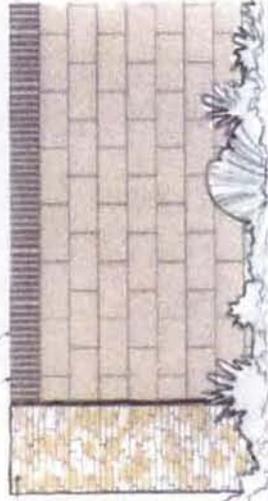
6' OR 8' TYPICAL HEIGHT
FLUTED WALL CAP
24" SQUARE END COLUMN



4" X 8" X 16" CMU BLOCK
UNITS



CULTURED STONE
CAST-IN-STONE
COLOR / CORAL 80 / 20 BLEND

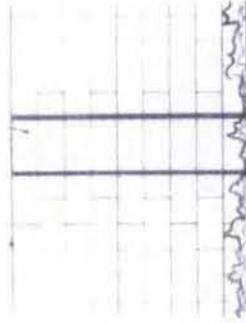


COMMUNITY WALL / SOUND WALL

FLUTED WALL CAP



6' TYPICAL HEIGHT
GREY 4" X 8" X 16" BLOCK
WITH H BLOCK COLUMN



SUBDIVISION WALL
N.T.S.



WALL PAINT COLOR
FRAZEE "COACH HOUSE"
8725A

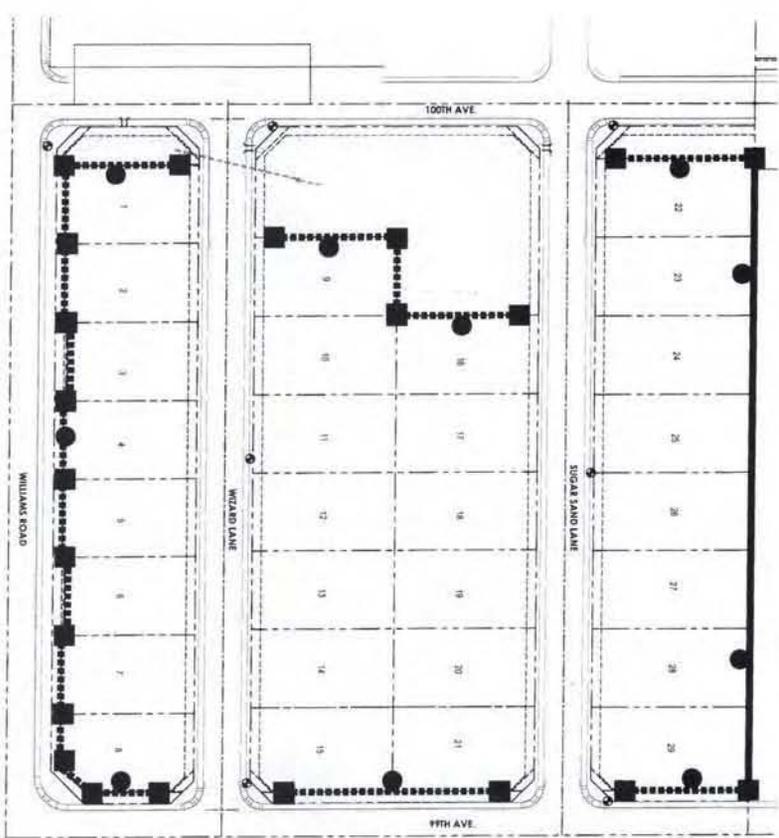


SUNSET RANCH

PROPOSED COMMUNITY / SOUND WALL DETAIL

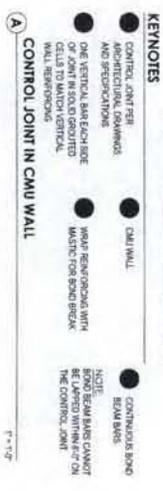


REVISIONS
DATE



WALL KEY NOTES

- 1 COMMUNITY WALL, 8" CMU WALL, SEE SHEET "C" DETAIL B & C CITY 1' AS L.F.
 - 2 SUBMERGENT WALL, 8" CMU WALL, SEE SHEET "J" DETAIL B & F CITY 1' AS L.F.
 - 3 3" X 3" CMU BLOCK COLUMN, SEE WALL DETAILS CITY 2'
- NOTES**
- 1) REFINEMENTS AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDING 4" X 4" X 8" CMU FENCE BLOCK UNLESS SPECIFIED OTHERWISE BY OWNER. OWNER TO SELECT PAINT COLOR AT INTERIOR FINISH LINE.
 - 2) ALL WALL MATERIALS AND FINISHES TO MATCH EXISTING.



KEYNOTES

- 1 CONTROL JOINT PER SUBMERGENT WALL AND SPECIFICATION
- 2 CMU WALL
- 3 CONTROL JOINT PER SUBMERGENT WALL AND SPECIFICATION
- 4 CONTROL JOINT PER SUBMERGENT WALL AND SPECIFICATION
- 5 CONTROL JOINT PER SUBMERGENT WALL AND SPECIFICATION
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- 31 CONTROL JOINT PER SUBMERGENT WALL AND SPECIFICATION

CONTROL JOINT IN CMU WALL

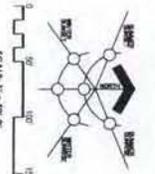
SCALE 1" = 8'-0"

GENERAL MASONRY NOTES

1. THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES.
2. MASONRY UNITS SHALL BE GRADE "A" TYPE CONFORMING TO LATEST ASTM STANDARD SPECIFICATION C-90 AND MANUFACTURED IN ACCORDANCE WITH CONCRETE MASONRY ASSOCIATION STANDARDS. SPECIFICALLY BLOCK SHALL BE AS NOTED ON DRAWING.
3. MORTAR SHALL BE TYPE S, CONFORMING TO ASTM C-270, WITH A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI.
4. GROUT, FRESHLY PREPARED AND UNFORMALY MIXED, GROUT SHALL BE PLACED TO WHICH WILL BE ACCESSED WITHIN ONE HOUR AFTER THE TIME OF PLACEMENT OF THE CONCRETE. GROUT SHALL ATTAIN A COMPRESSIVE STRENGTH OF 2000 PSI AT 28 DAYS.
5. FORM AND CURING SHALL BE TYPE "B" AND CONFORM TO LATEST ASTM STANDARD SPECIFICATION C-95.

WALL NOTES

1. THESE NOTES ARE GENERAL AND MAY BE SUPERSEDED BY EITHER THE SPECIFICATIONS OR LOCAL TRADE PRACTICES. ALL TRADE PRACTICES AND SPECIFICATIONS SHALL CONFORM TO APPLICABLE JURISDICTIONAL REGULATIONS.
2. ALL WALLS AND FENCES SHALL CONFORM TO APPLICABLE POOL FENCING ORDINANCES.
3. THE CONTRACTOR SHALL BEFORE SHIP DELIVERED TO THE LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL. PRIOR TO THE BEGINNING OF CONSTRUCTION, REQUIRED SHOP DRAWINGS SHALL INCLUDE BUT NOT LIMITED TO WALL, COLUMN, STAIR, GATES, POOL FENCE, AND WATER FOUNTAIN. ALL SHOP DRAWINGS SHALL BE REVIEWED AND APPROVED BY THE LANDSCAPE ARCHITECT HAS REVIEWED AND APPROVED THE SHOP DRAWINGS.
4. ALL VIEW FINISHING SHALL BE POWDER COATED.
5. FOOTINGS SHALL BEAR IN UNDISTURBED WHITE SOIL OR COMPACTED FILL. THE EXPOSED PERIPHERY OF SOIL TO RECEIVE FILL SHALL BE COMPACTED TO 95% MOISTURE CONTROLLED TO 3% OF OPTIMUM DENSITY CURVE FOR EACH TYPE OF SOIL ENCOUNTERED AND COMPACTED TO 95% OF MAXIMUM DRY DENSITY PER ASTM D-1557.
6. FILL MATERIAL SHALL BE RECOMMENDATION OF LANDSCAPE ARCHITECT OR FILL ORGANIC OR OTHER SUBSTITUTES AND HAVE A PLASTICITY MAXIMUM DENSITY IN HORIZONTAL 4' LISTS.
7. EXCAVATIONS FOR FOUNDATIONS SHALL BE HEAVY TO BE REMOVED FROM SURFACE TO RESIDUE CONCRETE.
8. ALLOWABLE SOIL BEARING PRESSURES AT FOOTING ON COMPACTED SOIL: 1000 PSF.
9. CONCRETE MIX DESIGN SHALL BE MAXIMUM 4" (2000 PSF) UNLESS OTHERWISE NOTED ON DRAWINGS. SUBMIT TEST REPORTS FOR CONCRETE MIX DESIGN TO LANDSCAPE ARCHITECT FOR REVIEW.
10. NO PILES OR PILES SHALL BE PLACED IN STRUCTURAL CONCRETE UNLESS SPECIFICALLY RETAINED.
11. CONCRETE FOOTINGS SHALL BE CONTIGUOUS POUR TO GREATEST EXTENT PRACTICAL. STEP FOOTINGS IN FLY BLOCK COMPONENTS.
12. IF STRUCTURAL ISSUES ARE NOT RESOLVED BY THE LANDSCAPE ARCHITECT, THEN THE WALL CONTRACTOR SHALL BE RESPONSIBLE FOR STRUCTURAL CALCULATIONS FOR THE WALLS. STRUCTURAL ENGINEERING SHALL CONFORM TO APPLICABLE JURISDICTIONAL REGULATIONS.
13. WATERPROOF ALL WALLS TO HIGH GRADE. IF APPLICABLE, GROUT SOLID ALL CMU CELLS AND JOINTS BELOW GRADE AND/OR CONTAINING SEWER.
14. ALL BROWSTELL WORK TO BE OF HIGHEST QUALITY WITH WALLS BEING GRADED AND FINISHED. ALL IRON WORK EXCEPT WHERE NOTED TO BE FINISHED AND PROTECTED, CONSTRUCTION SHALL PROVIDE A TYPICAL IRONWORK CONNECTION WORK.
15. VENERY HEIGHTS AND SLOPES AND TURNINGS BEFORE FORMING FOOTINGS NOTED ON DRAWINGS.
16. NEW WALL FINISHES SHALL MATCH EXISTING SURFACES, UNLESS OTHERWISE NOTED ON DRAWINGS.
17. ALL REFINEMENTS AND INTERIOR WALLS NOT NOTED ABOVE SHALL BE STANDING 4" X 4" X 8" CMU FENCE BLOCK UNLESS SPECIFIED OTHERWISE BY OWNER. OWNER TO SELECT PAINT COLOR.



402-243-1100
 1-800-STAKE-IT
 (PARKWAY OFFICE CENTER)

RELEVANT CASE #S : ZONING: Z05-25A.1; PREPLAT P04-06; ENG R090057

Drawn By: 0903
 Job No: 0903
 Date: 02.10.19

WALL KEY MAP
SUNSET RANCH IIB
 N.W.C. WILLIAMS RD. & 99TH AVE, ALDRA



PINNACLE DESIGN, INC.
 1018 N. 41st Street
 Peoria, AZ 85381
 Phone: 480-243-1100
 Fax: 480-243-1101

PEORIA, AZ

ORDINANCE NO 2012-24

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM GENERAL AGRICULTURE, R1-6 SINGLE-FAMILY RESIDENTIAL, AND PLANNED AREA DEVELOPMENT ZONING DISTRICTS TO A PLANNED AREA DEVELOPMENT; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on September 13, 2012 in zoning case Z05-25A.3 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of the subject parcel as described below from the General Agriculture, R1-6 Single-Family Residential, and Planned Area Development zoning districts to a Planned Area Development (PAD) as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on August 24, 2012; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from General Agriculture, R1-6 Single-Family Residential, and Planned Area Development to a Planned Area Development (PAD) zoning district zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall substantially conform to the "Sunset Ranch 2" Planned Area Development Standards and Guidelines Report, (case Z05-25A.3) dated received August 22, 2012.
2. The approval entered herein shall not negate any of the prior conditions contained or referenced within the original Case Z 04-34 (*Sunset Ranch 2 PAD*) and the subsequent amendments (Z 04-34A.1 and A.2). Those conditions shall remain in force for the PAD.
3. The Developer shall dedicate half-street ROW on 99th Avenue (30-foot) along the frontage of the project. The Developer shall dedicate half-street ROW on 102nd Avenue (25-foot) along the frontage of the project.
4. The Developer shall dedicate an 8' PUE outside of the required ROW. No walls or retention shall be allowed within the PUE
5. The Developer shall dedicate a 30-foot by 30-foot ROW chamfer at all intersections with collectors or arterials. The Developer shall dedicate a 20-foot by 20-foot ROW chamfer at all local/local roadway intersections.
6. A Final Drainage Report must be submitted with the subdivision. Retention must be provided for the 100-year, 2-hour storm.
7. The final drainage report shall address recommendations of the ADMP and any impacts that may have on the development.
8. The final drainage report shall address the Lake Pleasant Parkway project and any impact that it may have on this development and vice versa. This to include any interim condition impacts.
9. The Developer is responsible to submit water and sewer analysis, for the entire site, and necessary documentation required for issuance of the Agreement to Serve letter to Maricopa County.
10. The Developer is responsible to provide an Agreement to Install Improvement for the public improvements required by the development. The accompanying financial assurance for subdivision improvements shall be in accordance with City's requirements.
11. Streetlights are required to be installed by the Developer. The streetlight plan must be submitted with the second submittal of the improvement plans. The streetlights shall also be indicated on the paving or grading plan.
12. The Developer will be responsible to form a Street Light Improvement District (SLID) for this subdivision.
13. The Developer will be responsible to form a Maintenance Improvement District (MID) for this subdivision.
14. The Developer will be responsible to underground any overhead utilities rated less than 69 kV, which are adjacent to the subdivision.
15. A Phase 1 Environmental Clearance will be required for all right-of-way to be dedicated to the City.
16. The preservative seal required for the new streets shall be applied 1-year after completion of the streets. A fee to cover this cost will be required at the time of the paving permit. The City will determine the amount at the time of permit issuance.
17. Pavement sections shall be verified by the project soils report. The Developer will be responsible to replace all pavement adjacent to the development to the

monument line unless they can demonstrate that the existing pavement meets the City of Peoria's minimum requirements.

18. The Development will be responsible to comply with the phase 2 AZPDES Storm Water Pollution Prevention criteria. This should include runoff control, erosion control, and sediment control. A Storm Water Pollution Prevention Plan (SWPPP) shall be submitted with the improvement plans in accordance with the SWPPP checklist.
19. All required improvements along Lake Pleasant Road are considered temporary and therefore, no transportation impact fee credits will be issued.
20. The landscaping design for the area adjacent to LPP shall be coordinated with the ultimate theme of the area.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 23rd day of October, 2012.

Bob Barrett, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times
Pub. Dates: October 26, 2012 and November 2, 2012
Effective Date:

EXHIBIT A

SUNSET RANCH II - PARCEL E (APN 200-10-052D)

The South half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all that part of the South half of the Southwest quarter of the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which lies within a strip of land 130 feet in width, being fifty-five feet wide on the Northwesterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing), 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North 0 degrees 10 minutes 23 seconds East, 5303.31 feet to a point on the North line of said Section 20, which lies South 89 degrees 54 minutes 47 seconds West, 2279.95 feet from the Northeast corner of said Section 20; thence continuing North 0 degrees 10 minutes 23 seconds East, 1250.72 feet to the point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet;

Thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof; thence North 24 degrees 18 minutes 55 seconds East, 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West, 843.59 feet from the Northeast corner of said Section 17;

Thence continuing North 24 degrees 18 minutes 55 seconds East, 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

Thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range;

Thence North 00 degrees 30 minutes 52 seconds West, 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Final Decree in Condemnation recorded in Docket 10495, page 87.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 2:

The North half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and reserving all oil, gas and other mineral deposits, as reserved unto the United States in the Patent of said land.

PARCEL NO. 3:

The South half of the Southeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPTING and reserving all oil, gas and other mineral deposits, as reserved unto the United States in the Patent of said land.

PARCEL NO. 4:

The South half of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all oil, gas and other mineral deposits as reserved to the United States in the Patent to said land recorded in Docket 3460, page 283; and

EXCEPT all that part of the South half of the Northeast quarter of the Southwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, which lies within a strip of land 130 feet in width, being 55 feet wide on the Northwesterly side and 75 feet wide on the Southeasterly side (both measured at right angles) of the applicable part of the following described centerline:

BEGINNING at a point which lies South 89 degrees 43 minutes 48 seconds West (assumed bearing) 2260.00 feet from the Southeast corner of Section 20, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Thence North 0 degrees 10 minutes 23 seconds East 5303.31 feet to a point on the North line of Section 20, which lies South 89 degrees 54 minutes 47 seconds West 2279.95 feet from the Northeast corner of said Section 20;

Thence continuing North 0 degrees 10 minutes 23 seconds East 1250.72 feet to the

point of curve of a 1 degree 15 minute 00 second curve concave Easterly having a central angle of 24 degrees 08 minutes 32 seconds and a tangent of 980.23 feet; thence Northerly 1931.38 feet along the arc of said curve to the point of tangency thereof;

Thence North 24 degrees 18 minutes 55 seconds East 2360.53 feet to a point on the North line of Section 17 of said Township and Range, which point lies North 89 degrees 34 minutes 17 seconds West 843.59 feet from the Northeast corner of said Section 17;

Thence continuing North 24 degrees 18 minutes 55 seconds East 1693.32 feet to the point of curve of a 04 degree 00 minute curve concave Westerly having a central angle of 24 degrees 49 minutes 47 seconds and a tangent of 315.32 feet;

Thence Northerly 620.74 feet along the arc of said curve to the point of tangency thereof, said point being on the East line of Section 8 of said Township and Range; thence North 00 degrees 30 minutes 52 seconds West 3126.67 feet along said East line of said Section 8 to the Northeast corner of said Section 8, as set forth in Deed recorded in Docket 10079, page 185; and

EXCEPT that portion of the parcel described in the Maricopa County Recorders Office Document No. 2002-0382001, located in Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being 20 feet wide and lying Northwesterly to the 55 foot right of way line, per Docket 10079, page 185, and Southeasterly to the following described right of way line:

LINE DESCRIPTION:

Commencing at a rebar marking the center of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, from which a stone, as per GLO notes, marking the North quarter corner of said Section 17, bears North 00 degrees 33 minutes 00 seconds East, 2645.16 feet;

Thence South 89 degrees 23 minutes East, 590.47 feet to a non-tangent curve on the existing right of way centerline of Lake Pleasant Road as shown on the Record of Survey, for the City of Peoria, "Lake Pleasant Parkway", recorded in Book 662 of Maps, page 37 in the Maricopa County Recorders Office, together with the Certificate of Correction in the Maricopa County Recorders Office Document No. 2004-0306665;

Thence Northeasterly 517.22 feet along said non-tangent curve concave Southeasterly and having a radius of 4,583.66 feet, and a central angle of 6 degrees 27 minutes 55 seconds, whose radius bear South 71 degrees 41 minutes 56 seconds East;

Thence North 24 degrees 45 minutes 59 seconds East, 194.31 feet along said right of way centerline to the North line of the final plat of IRONWOOD-PHASE 1A, recorded in Book 483 of Maps, page 20 in the Maricopa County Recorders Office;

Thence North 89 degrees 20 minutes 19 seconds West, 82.16 feet along said North line to a line parallel with and 75.00 feet measured perpendicular Westerly from the said existing right of way centerline of Lake Pleasant Road, and the POINT OF BEGINNING;

Thence North 24 degrees 45 minutes 59 East, 2166.55 feet along said parallel line to the North line of Section 17, and the POINT OF TERMINATION, from which a stone marking the North quarter corner of Section 17, bears North 89 degrees 06 minutes 45 seconds West, 1661.84 feet.

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent.

PARCEL NO. 5:

The North half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent from the United States of America.

PARCEL NO. 6:

The South half of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all oil, gas and other mineral deposits as reserved in the Patent from the United States of America

PARCEL NO. 7:

The North half of the Northwest quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

SALINAS ESTATES (APN'S 200-10-037A, 037B, 037C)

The South half of the Northeast quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona;

Except all oil, gas and other mineral deposits as reserved to the United States in patent of said land.

ONG 1 (APN #200-10-024)

The South half of the Northwest quarter of the Southwest quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base

and meridian, Maricopa County, Arizona;

Except that portion described as follows, as conveyed to the City of Peoria in instrument recorded in document no. 2012-204614:

A parcel of land located within the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast corner of the Northwest quarter of the Southwest quarter of the Northeast quarter of said Section 17 from which the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of said section 17 bears north 00 degrees 22 minutes 47 seconds east, a distance of 330.29 feet;

Thence north 89 degrees 19 minutes 29 seconds west along the south line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 5.03 feet to the **point of beginning** of the parcel of land herein described;

Thence north 89 degrees 19 minutes 29 seconds west, continuing along said south line, a distance of 54.77 feet;

Thence north 24 degrees 46 minutes 10 seconds east, departing said south line, a distance of 51.85 feet to the beginning of a curve to the left, having a radius of 150.00 feet;

Thence northerly along the arc of said curve, through a central angle of 24 degrees 23 minutes 23 seconds, an arc distance of 63.85 feet to a point being 25.00 feet west of and parallel with the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence north 00 degrees 22 minutes 47 seconds east, along said parallel line, a distance of 220.96 feet to a point on the north line of the south half the northwest quarter of the southwest quarter of the northeast quarter of said section 17;

Thence south 89 degrees 17 minutes 27 seconds east, along said north line, a distance of 25.00 feet to the northeast corner of the south half of the northwest quarter of the southwest quarter of the northeast quarter of section 17;

Thence south 00 degrees 22 minutes 47 seconds east along the east line of the northwest quarter of the southwest quarter of the northeast quarter of said section 17, a distance of 319.17 feet;

Thence south 24 degrees 46 minutes 10 seconds west, departing said east line, a distance of 12.17 feet to the **point of beginning** of the parcel of land herein described.

AGENTER (APN 200-10-052D)

The South half of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona

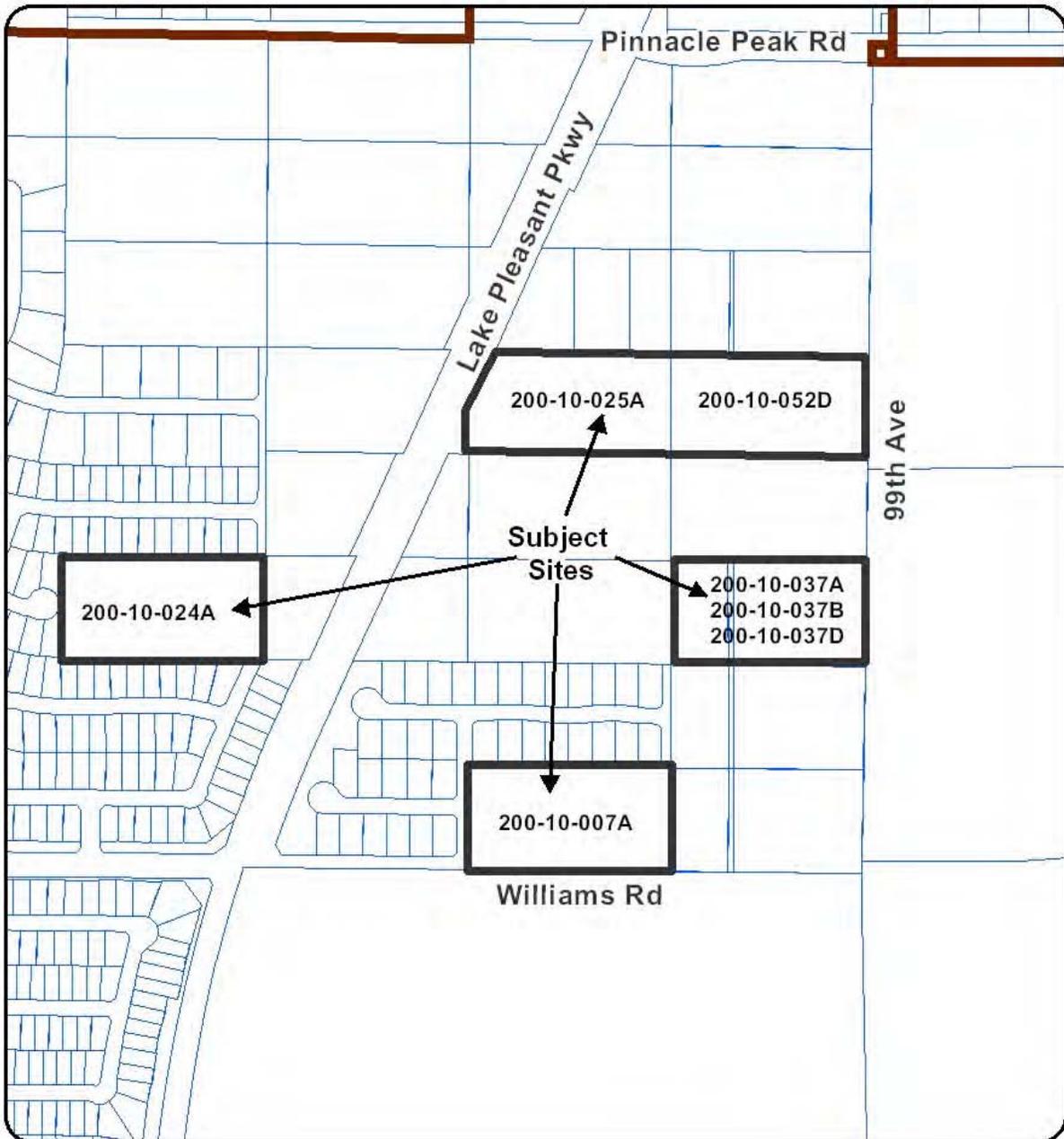
UMBRIA ESTATES (APN'S 200-10-007A)

The land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

The South half of the Southwest quarter of the Southeast quarter of the Northeast quarter of Section 17, Township 4 North, Range 1 East of the Gila and Salt River Base and meridian, Maricopa county, Arizona;

Except all oil, gas and other mineral deposits as reserved to the United States in patent of said land.

EXHIBIT B Map



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 13R

Date Prepared: September 13, 2012

Council Meeting Date: October 23, 2012

TO: Carl Swenson, City Manager
FROM: Chris Jacques, AICP, Planning and Community Development Director
THROUGH: Susan J. Daluddung, AICP, Deputy City Manager
SUBJECT: Z12-0002, 75th Avenue & Tierra Buena Lane

Purpose:

This is a request for City Council to hold a Public Hearing to consider a request for the Rezoning of an approximately 9.25-acre property from Planned Area Development (PAD) to R1-6 Single-Family Residential in order to allow the development of a 41-lot single-family residential development.

Background/Summary:

The subject property is located at the northwest corner of 75th Avenue & Tierra Buena Lane adjacent to the Sterling Auto Body repair facility. In 2007, this property was rezoned to Planned Area Development (PAD) from C-4 General Commercial with case Z06-19 to allow a 134-unit multi-family residential development. That request also required an amendment to the North Peoria Redevelopment Plan to allow the higher-density proposal. Activity related to the multifamily proposal ceased with the downturn of the economy.

The current request is to rezone the property from PAD to R1-6 Single-Family Residential to allow a 41-lot residential development. The R1-6 zoning district requires lot sizes to be no smaller than 6,000 square feet in area with lot widths and depths to be 50 feet and 100 feet, respectively. Through the accompanying Preliminary Plat application P12-0005, the minimum lot size of this proposal is depicted to be 53' x 120' (6,183 square feet) and the maximum proposed lot size is 13,906 square feet, which is comparable to the surrounding R1-8 neighborhoods. Required open space and landscaping amenities are provided in conformance to the Zoning Ordinance and the Design Review Manual.

The underlying General Plan land use designation for the property is Residential/Low (2-5 du/ac, target 3.0 du/ac); however this property is also subject to the North Peoria Redevelopment Plan (NPRP), which as mentioned above, was amended in 2007 to allow a much higher-density residential project. Staff has reviewed this application and has determined that while the proposed density of 4.17 du/ac is near the upper end of the General Plan land use

designation range, it is well below the permitted density range stated in the NPRP (6.1-15.0 du/ac). As such, staff is supportive of this request.

The applicant held a neighborhood meeting on May 9, 2012 at Paseo Verde Elementary School to introduce this proposal to the community. The concerns brought up during this meeting are discussed at length in the Planning & Zoning Commission staff report (P&Z Staff Report, Exhibit F), though there were recurring concerns during the meeting regarding the grade difference between the existing community and this property and traffic volume on Tierra Buena Lane warranting a signal at the intersection of 75th Avenue & Tierra Buena Lane. The applicant is aware of the grade difference and is prepared to re-grade the property to maximize privacy between this development and the adjacent development to the west while meeting the City's drainage and retention requirements. As for the traffic volume on Tierra Buena Lane, a Traffic Impact Study was provided. This study considered the current traffic volume and contemplated future volume generated by this development. Staff concurs with the findings that no signal is warranted; however there may be opportunities for restriping Tierra Buena Lane for dedicated left and right turn lanes.

Previous Actions:

A public hearing was held for this item at the September 6, 2012 Planning and Zoning Commission Meeting. There were no speakers in support or in opposition to this request and the Commission voted unanimously (5-0) in favor of the application.

Options:

- A:** Approve as recommended by Staff and the Planning & Zoning Commission; or
- B:** Approve with modifications; or
- C:** Deny; or
- D:** Continue action to a date certain or indefinitely; or
- E:** Remand to the Planning & Zoning Commission for further consideration.

Staff's Recommendation:

Staff recommends the City Council concur with the Planning & Zoning Commission's September 6, 2012 recommendation (5-0) to approve Case Z12-0002.

Fiscal Analysis:

This request is not expected to have immediate budgetary impacts to the City.

Narrative:

If the City Council takes action to approve this case, staff can approve the Preliminary Plat associated with this application (P12-0005).

Exhibit(s):

Exhibit 1: Vicinity Map

Exhibit 2: September 6, 2012 Planning and Zoning Commission Staff Report with Exhibits

Exhibit 3: Draft Ordinance

Contact Name and Number: Adam Pruett, Senior Planner, x5168

Z12-0002 Vicinity Map



Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 9.25 acres from PAD to R1-6

Location: Northwest corner of 75th Avenue & Tierra Buena Lane



Not to Scale



REZONING

REPORT TO THE PLANNING AND ZONING COMMISSION

CASE NUMBER: Z 12-0002
DATE: September 6, 2012
AGENDA ITEM: 3

Applicant: Coe & Van Loo on behalf of D.R. Horton

Request: Rezone approximately 9.25 acres from Planned Area Development (PAD) to R1-6 Single-Family Residential.

Proposed Development: This proposal is for a 41-lot single-family detached residential community.

Location: The property is located at the northwest corner of 75th Avenue and Tierra Buena Lane (APN 200-53-646, 200-53-647, 200-53-648).

Site Acreage: 9.25 gross acres

Support / Opposition: As of the date of this printing, staff has not received any public comment in opposition or support to this proposal. Two telephone calls in inquiry were received.

Recommendation: **Approve**, with stipulations.

AREA CONTEXT

Table 1: Existing Land Use, Future Land Use, Current Zoning. (Exhibits A-C)

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Vacant	Residential/Low Density (2-5 du/ac, target 3 du/ac)*	PAD, Multi-Family Residential
North	Auto Body Repair Facility	Residential/Low Density (2-5 du/ac, target 3 du/ac)	C-4, General Commercial
South	Tierra Buena Lane, then Single-Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-8, Single-Family Residential
East	Vacant	Residential/Low Density (2-5 du/ac, target 3 du/ac)	C-3, Central Commercial
West	75 th Avenue, then Single-Family Residential	Residential/Low Density (2-5 du/ac, target 3 du/ac)	R1-8, Single-Family Residential
* This property is also subject to the North Peoria Redevelopment Plan, which was amended in 2007 to High Density Residential (6.1 du/ac to 15 du/ac).			

Annexation and Case History

1. The site was part of a larger area annexed into the City of Peoria in 1977 under

Ordinance 1977-48. Upon annexation, it was designated with city zoning of General Commercial (C-4). In 2007, this property was rezoned to Planned Area Development (PAD) with case Z06-19 and the North Peoria Redevelopment Plan was amended with case SP06-01 to allow for a 134-unit multi-family residential development.

PROJECT DESCRIPTION

Site and Project Details

2. The subject property is a 9.25-acre parcel located at the northwest corner of 75th Avenue & Tierra Buena Lane and is currently vacant with PAD (multifamily residential) zoning.
3. This request is to rezone the property to R1-6 Single-Family Residential to allow a 41-lot residential development. The R1-6 zoning district requires lot sizes to be no smaller than 6,000 square feet in area with lot depths and widths to be 50 feet and 100 feet, respectively. Through the accompanying Preliminary Plat application P12-0005, the minimum lot size of this proposal is depicted to be 53' x 120' (6,183 square feet) and the maximum proposed lot size is 13,906 square feet. (Exhibit D1-D2)
4. The City's Design Review Manual prescribes, among other elements, the minimum required open space for residential developments. For projects with minimum lot sizes less than 10,000 square feet in size, 9% of the project area is to be usable open space. This proposal provides 1.45 acres or 15.6% total open space, of which .95 acres or 10.3% is usable.
5. It should also be noted that the applicant is aware of an existing grade difference between this property and the existing neighborhood to the west. Currently, portions of this site are approximately four to six feet higher than the surrounding area. As such, the applicant is prepared to re-grade the site to ensure compatibility and effective wall heights while creating adequate site drainage and retention (Exhibit E, see Wall Section A-A).

DISCUSSION AND ANALYSIS

Conformance with the General Plan

6. The underlying General Plan land use designation for the property is Residential/Low (2-5 du/ac, target 3.0 du/ac). This designation allows for single-family detached residential development; however, this property is also subject to the North Peoria Redevelopment Plan (NPRP), which was amended in 2007 to allow a much higher-density residential project. The amendment changed the land use designation from "Residential Low Density 1.1-3.5 du/ac" to "Residential High Density 6.1-15.0 du/ac".

7. After reviewing this request, staff has determined that while the proposed density of 4.17 du/ac is near the upper end of the *General Plan* land use designation range, it is well below the permitted density range stated in the North Peoria Redevelopment Plan. It is also less intense than the multi-family project that was approved for this property in 2006. As such, staff is supportive of this request.

Citizen Participation Plan - Neighborhood Meeting

8. Section 14-39-8.E of the Peoria Zoning Ordinance requires the applicant of a rezoning request to hold at least one neighborhood meeting. The applicant notified property owners within 600 feet of the subject site. Accordingly, the applicant held a neighborhood meeting on May 9, 2012 at Paseo Verde Elementary School. As indicated in Exhibit F, twenty-one property owners attended the meeting and commented on the project.
9. Based on the community input during the neighborhood meeting, staff understands there to be general support for this proposal versus the existing multi-family zoning. This support is not without concerns, however. The underlying theme of the concerns pertain to access from this project on to Tierra Buena Lane, the difference in grade between this site and the surrounding development(s), and the placement of two-story homes along the western property line (Lots 1-9).
10. Access to this site is being provided in the same manner as the surrounding developments. The proposed layout mirrors the Arrowhead Shadows subdivision by facing homes on to Tierra Buena Lane, then providing access to the rest of the subdivision via 76th Avenue, a local street connecting to Tierra Buena Lane (Exhibit A). Primary access to the previously approved multi-family proposal was directly from 75th Avenue; however, that project consisted of 134 residential units and although it was proposed to share certain design elements found throughout the adjacent neighborhood, it was not intended to be fully integrated with the existing development.
11. Secondary to the location of the access were comments regarding the need for a traffic signal at the intersection of 75th Avenue & Tierra Buena Lane. Staff has contacted the City's Traffic Engineering Division and requested an initial signal demand study to determine if a signal is warranted. The traffic counts are not currently high enough to require a signal and the projections provided by the traffic impact analysis make no indications that this development will increase traffic beyond the threshold of requiring a signal.
12. Both the applicant and staff concur with the adjacent property owner's concerns regarding the grade differences between the subject site and the existing residences to the west. As depicted in Exhibit E, Wall Section A-A, the grade differences will be removed in order to match the grade of the lots located along

this site's western property line and ensure compatibility between the adjacent developments.

13. Lastly, concerning the prohibition of two-story homes on lots 1-9 along the western property line, this is not a request that staff typically supports, though it has been done in the past. All of the City's single-family residential zoning districts allow two-story homes, regardless of the order in which development occurs. Of the nine existing homes along this property's west property line, two are two-story homes. The Zoning Ordinance requires uniform application of the development standards within each zoning district, meaning for example, that all R1-6 or all R1-8 districts should be developed as prescribed in the ordinance. The Planning & Zoning Commission and City Council do have the authority, however, to place certain restrictions on a development by way of conditions. In the case of this rezoning request, if it pleases the Commission, a stipulation may be added that permits only single-story homes along the west property line (lots 1-9).

City Review

14. This request has been reviewed and commented on through the City's standard rezoning application review process and has been approved by the Planning Division, Site Development / Engineering, and Fire Safety with conditions as provided in the *Conditions of Approval* portion this report.

Public Notice

15. Public notice was provided in the manner prescribed under Section 14-39-6. Additionally, the site was posted with a sign meeting the size and content requirements prescribed by the Planning Division.

FINDINGS AND RECOMMENDATION

16. Based on the following findings:
 - The proposed zoning district is in conformance with the goals and objectives set forth in the Peoria General Plan.
 - This rezoning request is consistent with General Plan Residential / Low Density (2-5 du/ac, target of 3 du/ac) land use designation and is less intense than the permitted density range provided in the North Peoria Redevelopment Plan (6.1–15.0 du/ac).
 - This rezoning request will result in a residential development that is compatible with the existing adjacent neighborhood(s).

It is recommended that the Planning and Zoning Commission take the following action:

Recommend to the City Council approval of Z 12-0002 subject to the following conditions:

1. The development shall be limited to 43 units.
2. A Final Drainage Report shall be submitted with the improvement plans.
3. The developer shall provide a certified letter to the property owner to the north acknowledging the construction of the sewer line and addressing potential conflicts with daily site activities during construction.
4. Due to the multiple water and sewer taps within Tierra Buena for the 9 lots along the frontage, a complete mill and overlay of the street will be required from the existing northern curb line to the extent of the taps to the south.
5. A Traffic Impact Analysis (TIA) for the site shall be approved prior to final plan approval.
6. A 30'x30' chamfer is required at NWC of 75th and Tierra Buena. A 6-foot screen wall will be required around the perimeter. The proposed grading will need to take into account the grade difference of this lot with respect to the adjacent lots to the west. The finish pad elevation shall be designed to maximize privacy to the west.
7. Two access roads are required and shall be located a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. The design of a secondary / emergency access road shall be subject to review by the Fire Safety Division during the Preliminary Plat review process.
8. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Exceptions:

- Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.
- The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

Attachments:

Exhibit A	Vicinity Map
Exhibit B	General Plan Land Use Map
Exhibit C	Zoning Map
Exhibit D1-D2	Proposed Site Plan
Exhibit E	Proposed Landscape Plan
Exhibit F	Public Participation Meeting Comments

Prepared by: Adam D. Pruett, AICP, LEED Green Associate
Senior Planner

Z12-0002 Vicinity Map



Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

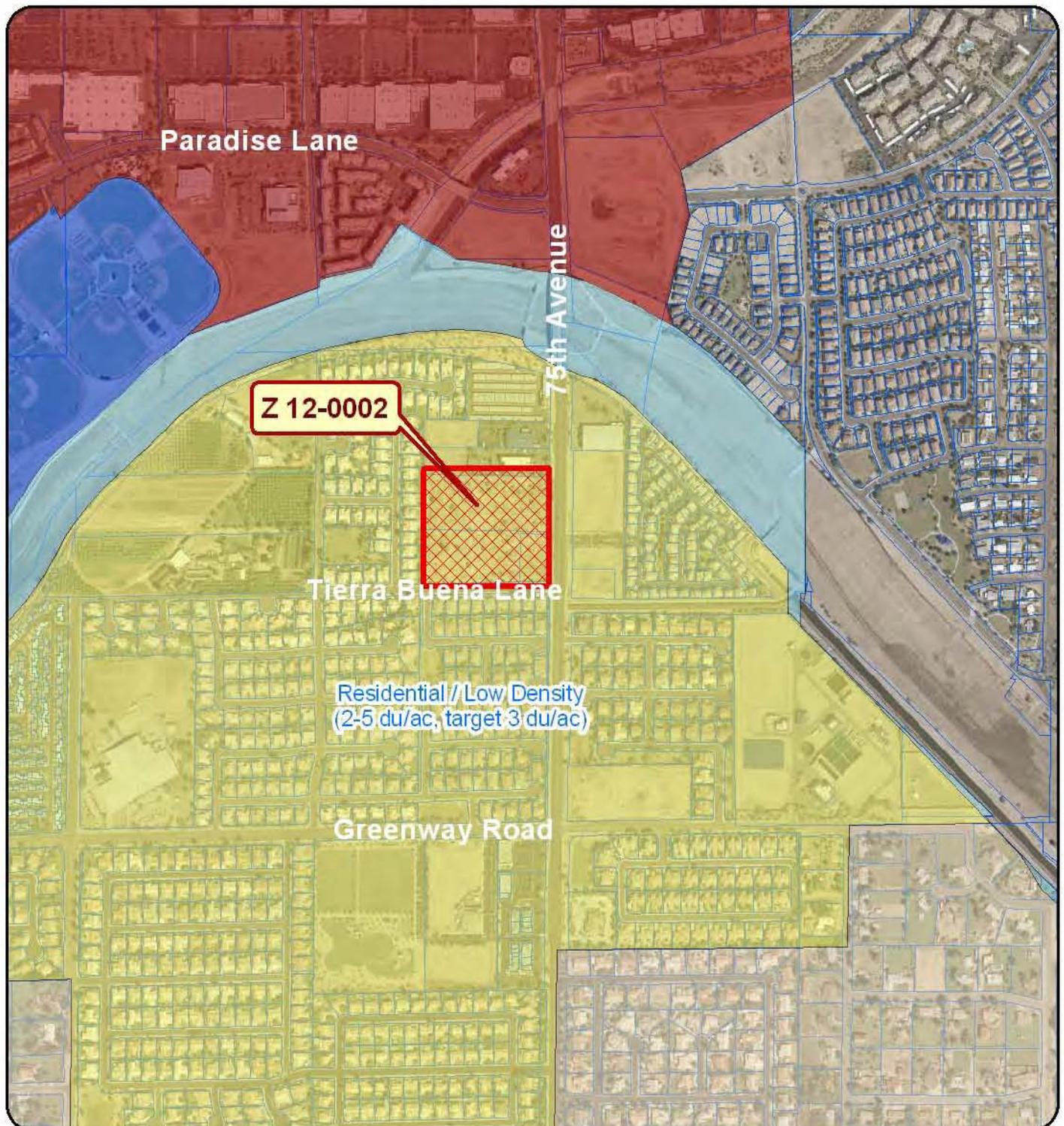
Request: Rezoning 9.25 acres from PAD to R1-6

Location: Northwest corner of 75th Avenue & Tierra Buena Lane



Not to Scale

Z12-0002 General Plan Land Use Map



Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

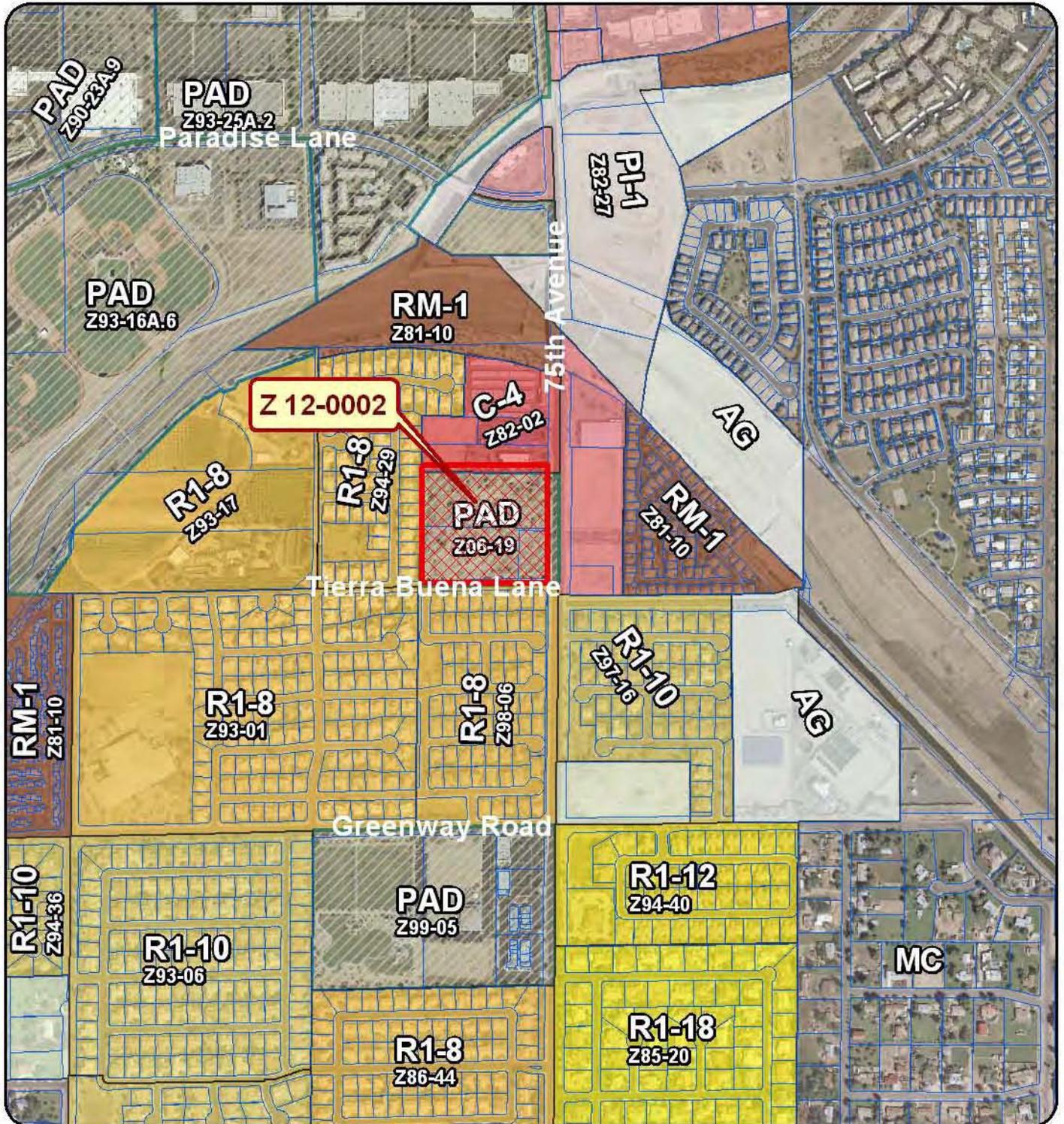
Request: Rezoning 9.25 acres from PAD to R1-6

Location: Northwest corner of 75th Avenue & Tierra Buena Lane



Not to Scale

Z12-0002 Zoning Map



Z12-0002 Rezoning

Applicant: Coe & Van Loo / D.R. Horton

Request: Rezoning 9.25 acres from PAD to R1-6

Location: Northwest corner of 75th Avenue & Tierra Buena Lane



Not to Scale

NOTES:

- (1) CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES AND WOOD WIRE OR REMOVABLE SECTION TYPE FENCING. ASPHALT OR GRAVE IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF PHOENIX SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION OR RECONSTRUCTION OF CITY UTILITIES.
- (2) ALL EASEMENTS ARE SUBORDINATE TO DRAINAGE EASEMENTS.
- (3) ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- (4) AN ASSOCIATION, INCLUDING ALL PROPERTY OWNERS IN THE DEVELOPMENT, WILL BE FORMED AND HAVE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS TO BE NOTED AS TRACTS OR EASEMENTS INCLUDING LANDSCAPED AREAS, LANDSCAPING IN THE RIGHT-OF-WAY ADJACENT TO THE BACK OF REVERSE FRONTAGE LOTS AND DRAINAGE FACILITIES IN ACCORDANCE WITH APPROVED PLANS.
- (5) STRUCTURES AND LANDSCAPING AT THE INTERSECTIONS OF STREETS RIGHT-OF-WAY WILL BE MAINTAINED AT 3" MAXIMUM IN HEIGHT WITHIN A TRIANGLE MEASURED 3' ALONG A MAJOR STREET AND 3' ALONG A LOCAL STREET.
- (6) ANY LIGHTING WILL BE PLACED SO AS TO DIRECT THE LIGHT AWAY FROM ADJACENT RESIDENTIAL DISTRICTS AND NOT EXCEED ONE FOOT CANDLE AT THE PROPERTY LINE. NO NOISE, ODOR OR VIBRATION WILL BE EMITTED SO THAT IT EXCEEDS THE GENERAL LEVEL OF NOISE, ODOR OR VIBRATION EMITTED BY USES OUTSIDE OF THE SITE.
- (7) OWNERS OF PROPERTY ADJACENT TO PUBLIC RIGHT-OF-WAY (EXCEPT FOR REVERSE FRONTAGE LOTS) WILL HAVE THE RESPONSIBILITY FOR MAINTAINING ALL LANDSCAPING WITHIN THE RIGHTS-OF-WAY IN ACCORDANCE WITH APPROVED PLANS.
- (8) TWO PARKING SPACES WILL BE PROVIDED PER DWELLING UNIT.
- (9) DEVELOPMENT AND USE OF THIS SITE WILL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
- (10) EACH LOT IN THIS SUBDIVISION IS PERMITTED ONE DWELLING UNIT FOR A TOTAL OF 41 DWELLINGS (WITHIN THE ENTIRE SUBDIVISION).
- (11) ALL POWER LINES TO BE 6" UNLESS OTHERWISE NOTED.
- (12) ALL WATER LINES TO BE 8" .

BENCHMARK:

6040 - 442881
EAST QUARTER CORNER OF SECTION 2, TOWNSHIP 3 NORTH,
RANGE 1 EAST, FOUND CHISELED 4" IN CONCRETE BRIDGE DECK.
ELEVATION - 1814.79 CITY OF PHOENIX DATUM

BASIS OF BEARINGS:

N07°34'43" E ALONG THE EAST LINE OF THE SOUTHWEST
QUARTER OF SECTION 8, TOWNSHIP 3 NORTH, RANGE
1 EAST OF THE GILA AND SALT RIVER MERIDIAN, ACCORDING
TO BOOK 883 OF MAPS, PAGE 13, RECORDS OF MARICOPA
COUNTY, ARIZONA.

FLOOD ZONE INFORMATION:

THE MARICOPA COUNTY, ARIZONA AND INCORPORATED AREAS FLOOD INSURANCE
RATE MAP (FRIM) PANEL NUMBERS 0410C1101H1 MAP REVISED SEPTEMBER 30, 2006
PREP 9, INDICATED THE SUBJECT SITE FALLS WITHIN ZONE 'X'.

ZONE 'X' IS DETERMINED FROM AS:
AREAS OF 0.2% ANNUAL CHANCE FLOOD AREAS OR 1% ANNUAL CHANCE FLOOD WITH
APPROXIM DPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1
SQUARE MILE; AND AREAS PROTECTED BY LEVERS FROM 1% ANNUAL CHANCE FLOOD.*

LAND USE TABLE					
SUBDIVISION NAME	TOTAL SF OF LOTS	ROW SF	LANDSCAPE AREAS (SF)	TOTAL ACRES	TOTAL SF
TERRA BUENA	279,751 SF	60,346 SF	63,027	9.25 AC	403,124 SF

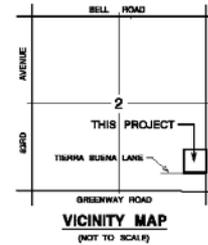
SITE DATA TABLE	
APN #	200-53-646
	200-53-647
	200-53-648
GROSS AREA	9.25 AC
NET AREA	9.25 AC
CURRENT ZONING	PAD
PROPOSED ZONING	R1-6
UNITS	41
DENSITY	4.17 DU/AC
REQUIRED OPEN SPACE	0.83 AC/ 9%
PROPOSED OPEN SPACE*	1.45 AC/ 15.6%
USEABLE OPEN SPACE*	0.95 AC/ 10.3%
PUBLIC R.O.W	1.39 AC
MINIMUM LOT WIDTH REQUIRED	50'
MINIMUM LOT DEPTH/REQUIRED	100'

TRACT TABLE		
TRACT	AREA (AC)	DESCRIPTION
A	0.07	3053.56 8' REQUIRED STREET FRONTAGE AREA (COLLECTOR)
B*	1.08	47001.24 LANDSCAPE/RETENTION/ACTIVE OPEN SPACE/AMENITIES
C*	0.23	10044.94 10' FOOT REQUIRED STREET FRONTAGE AREA (ARTERIAL), PEDESTRIAN ACCESS AND FIRE EMERGENCY ACCESS
D	0.03	1158.70 8' FOOT REQUIRED STREET FRONTAGE AREA (LOCAL)
E	0.04	1768.54 RETENTION/DRAINAGE
TOTAL	1.45	63026.96

* USED TO CALCULATE OPEN SPACE

LOT AREA DATA TABLE			
LOT #	AREA SF	LOT WIDTH	LOT DEPTH
1	6360	53'	120'
2	6360	53'	120'
3	6360	53'	120'
4	6360	53'	120'
5	6360	53'	120'
6	6360	53'	120'
7	6369	53'	120'
8	7739	53'	120'
9	13906	53'	143'
10	9138	53'	120'
11	6369	53'	120'
12	6360	53'	120'
13	6360	53'	120'
14	6360	53'	120'
15	6360	53'	120'
16	6258	53'	120'
17	6183	53'	120'
18	7411	53'	120'
19	10402	60'	120'
20	6266	53'	120'
21	6360	53'	120'
22	6360	53'	120'
23	6360	53'	120'
24	7081	63'	120'
25	7785	66'	120'
26	6360	53'	120'
27	6360	53'	120'
28	6360	53'	120'
29	6360	53'	120'
30	6360	53'	120'
31	6360	53'	120'
32	6360	53'	120'
33	6360	53'	120'
34	6360	53'	120'
35	6360	53'	120'
36	6320	53'	120'
37	6360	53'	120'
38	6360	53'	120'
39	6360	53'	120'
40	6360	53'	120'
41	6320	53'	120'

LOT AREAS			
MINIMUM LOT AREA	MAXIMUM LOT AREA	AVERAGE LOT AREA	LOT SIZE
6,183 SF	13,906 SF	6,823 SF	53' X 120'



PRELIMINARY PLAT FOR TIERRA BUENA

PROPERTY OWNER:

DR. HORTON
16430 N. SCOTTSDALE ROAD, SUITE 200
SCOTTSDALE, AZ 85254
PHONE: (480) 483-0006
CONTACT: HOLLY JAMES

PREPARED BY:

COE & VAN LOG CONSULTANTS INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 286-4782
FAX: (602) 286-4783
CONTACT: DAVE COBLE

PROJECT DESCRIPTION:

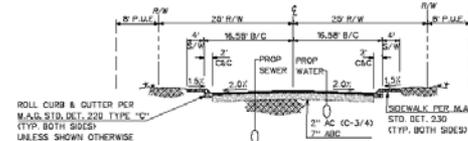
THIS SITE IS A PROPOSED SINGLE-FAMILY DETACHED RESIDENTIAL DEVELOPMENT UNDER THE R1-6 ZONING DISTRICT.

LEGAL DESCRIPTION:

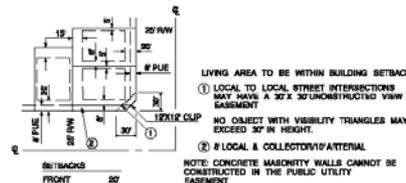
A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGEND

- EXISTING CONTOUR ——— 1000' ———
- EXISTING WATER ——— EX W ———
- EXISTING SEWER ——— EX S ———
- PROPOSED WATER ——— W ———
- PROPOSED SEWER ——— S ———
- PROPOSED ROW ——— ———
- PROPOSED CENTER LINE (ROW) ——— ———
- PROPOSED VALVE ——— (V) ———
- PROPOSED MANHOLE ——— (M) ———
- FIRE HYDRANT ——— (FH) ———
- SURFACE DRAINAGE ——— ———
- RIGHT VISIBILITY LINE ——— ———
- INDICATES VEHICULAR NON-ACCESS EASEMENT ——— ———
- INDICATES PUBLIC UTILITY EASEMENT ——— ———



TYPICAL INTERIOR SECTION



TYPICAL LOT LAYOUT AND BUILDING SETBACKS (NOT TO SCALE)



EXHIBIT

PRELIMINARY PLAT FOR TIERRA BUENA

PROPERTY OWNER:

DR. HORTON
16430 N. SCOTTSDALE ROAD, SUITE 200
SCOTTSDALE, AZ 85254
PHONE: (480) 483-0006
CONTACT: HOLLY JAMES

PREPARED BY:

COE & VAN LOG CONSULTANTS INC.
4550 N. 12TH STREET
PHOENIX, AZ 85014
PHONE: (602) 285-4752
FAX: (602) 285-4753
CONTACT: DAVE COBLE

PROJECT DESCRIPTION:

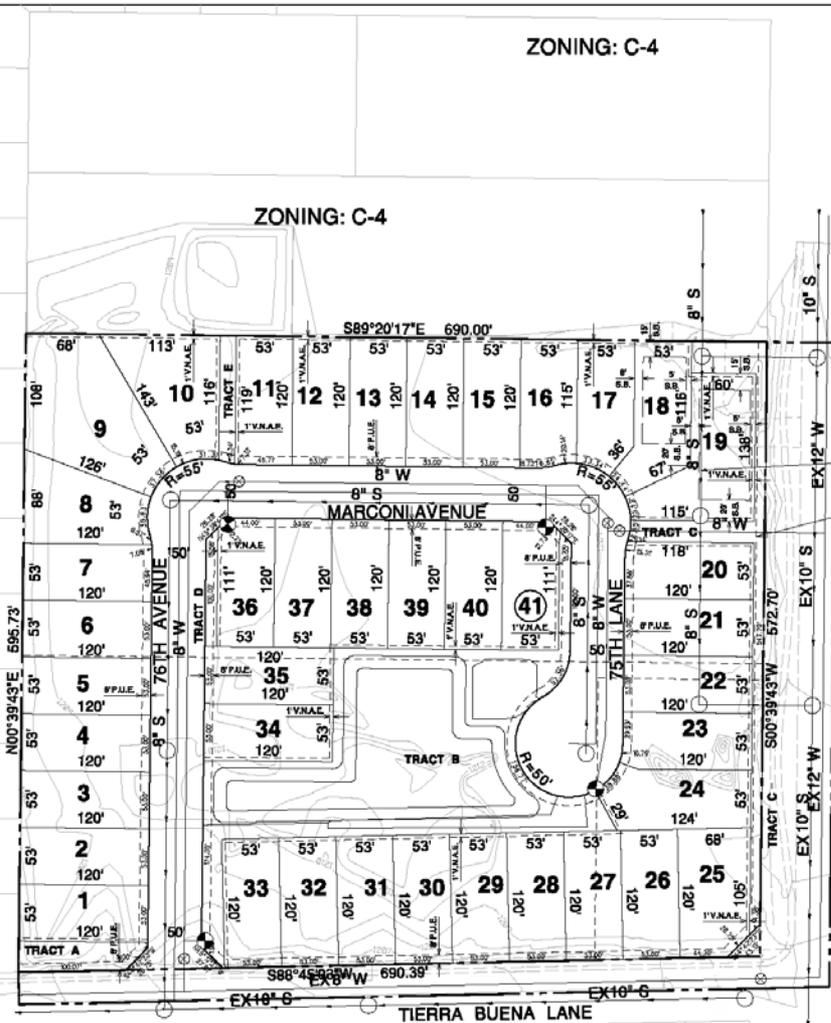
THIS SITE IS A PROPOSED SINGLE-FAMILY DETACHED RESIDENTIAL DEVELOPMENT UNDER THE R-1-6 ZONING DISTRICT.

LEGAL DESCRIPTION:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 3 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGEND

EXISTING CONTOUR		1000'
EXISTING WATER		EX W
EXISTING SEWER		EX S
PROPOSED WATER		w
PROPOSED SEWER		s
PROPOSED ROW		R
PROPOSED CENTER LINE (ROW)		C
PROPOSED VALVE		
PROPOSED MANHOLE		
FIRE HYDRANT		
SURFACE DRAINAGE		
RIGHT VISIBILITY LINE		
INDICATES VEHICULAR NON-ACCESS EASEMENT		V.N.A.E.
INDICATES PUBLIC UTILITY EASEMENT		P.U.E.



ZONING: C-4

ZONING: C-4

ZONING: C-3

ZONING: C-3

LEGACY PLACE
SUBDIVISION
ZONING: R1-8

PASEO VERDE
ESTATES
SUBDIVISION
ZONING: R1-8

ARROWHEAD SHADOWS
SUBDIVISION
ZONING: R1-8

EX SEWER TO BE REMOVED
PEDESTRIAN AND
FIRE ACCESS GATE
MOUNTABLE CURB



SHEET
2 OF 2
CVL# 1-01-0215501
DATE: 07/12/2012

EXHIBIT

PUBLIC PARTICIPATION MEETING COMMENTS



April 25, 2012

Re: Tierra Buena Rezone and Preliminary Plat

Dear Property Owner:

You are invited to participate in a neighborhood meeting. The purpose of the meeting is to discuss the proposed rezone and preliminary plat for Tierra Buena that will be submitted to the City of Peoria Planning and Community Development Department for review. The site is at the northwest corner of 75th Avenue and Tierra Buena Lane (see attached land use map). The meeting will be held at:

**Paseo Verde Elementary School
Cafeteria/Multi-Purpose Room
(Enter Building at Main Entrance)
7880 W. Greenway Road
Peoria, AZ 85381**

May 9, 2012, at 6:30 P.M.

If you cannot attend this meeting, but would like more information or provide input on the project, please contact David Coble at (602) 285-4752; fax (602) 285-4753; or email at dcoble@cvlci.com.

Sincerely,

COE & VAN LOO
Consultants, Inc.



David B. Coble
Associate, Project Manager

Enclosure

NEIGHBORHOOD MEETING SIGN-IN SHEET

TIERRA BUENA REZONE

DATE: MAY 9, 2012

TIME: 6:30 PM

PLACE: Paseo Verde Elementary School - Cafeteria/multi-purpose room
7880 W. Greenway Road, Peoria, AZ 85381

NAME	ADDRESS	PHONE	EMAIL
Alyanna Jacob	[REDACTED]	[REDACTED]	[REDACTED]
LISA RODRIGUEZ	[REDACTED]	[REDACTED]	[REDACTED]
LAREN SPENCER	[REDACTED]	[REDACTED]	[REDACTED]
Carol & Ron Miller	[REDACTED]	[REDACTED]	[REDACTED]
DAVID FRIEDMAN	[REDACTED]	[REDACTED]	[REDACTED]
WES HUFF	[REDACTED]	[REDACTED]	[REDACTED]
CARMEN & BILL HORTON	[REDACTED]	[REDACTED]	[REDACTED]
MARCY + GARREY SIMULA	[REDACTED]	[REDACTED]	[REDACTED]
Angela & Benjamin (Pete)	[REDACTED]	[REDACTED]	[REDACTED]
ROSE HUFF	[REDACTED]	[REDACTED]	[REDACTED]
MARY BIRNEY	[REDACTED]	[REDACTED]	[REDACTED]
Mary Coughlin	[REDACTED]	[REDACTED]	[REDACTED]
George Coughlin	[REDACTED]	[REDACTED]	[REDACTED]
Bill & Shelia Thompson	[REDACTED]	[REDACTED]	[REDACTED]
Bob & Wendy Kowalski	[REDACTED]	[REDACTED]	[REDACTED]
Melinda Cron	[REDACTED]	[REDACTED]	[REDACTED]
Curtis Baldron	[REDACTED]	[REDACTED]	[REDACTED]
Esmeralda Saiki	[REDACTED]	[REDACTED]	[REDACTED]
Kathleen Birney	[REDACTED]	[REDACTED]	[REDACTED]
Ran Hutchens	[REDACTED]	[REDACTED]	[REDACTED]
Tim Scheierman	[REDACTED]	[REDACTED]	[REDACTED]

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: RICK THOMPSON

Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

Comments: SUGGESTED
EXIT 75th AVE

EXTRA TRAFFIC CONCERNS T.B.
ELEVATION

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: *Robert Vanderhaar*

Address:

Phone:

Email:

Comments:

1. Access to Housing OFF 75th Ave ONLY
2. Same Level Homes ON LOTS 1-8
3. Low shrubs along 75th NORTH OF TIERRA BUENA
4. FF Access is TO TIERRA BUENA FROM THE HOMES
make it LEFT TURN ONLY.
5. Make LOTS 1-8 & 25-33 SAME SIZE AS
Future homes across the street

PROJECT COMMENTS

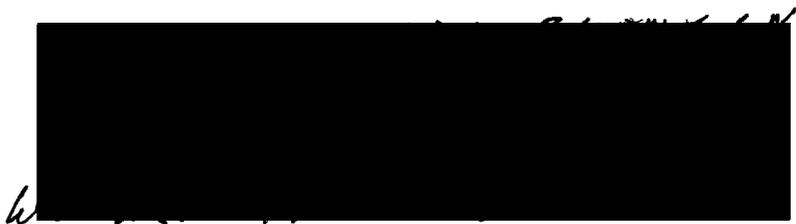
Please provide the information outlined below, as well as any comments about the project.

Name: WESLEY HUFF

Address:

Phone:

Email:



Comments:

ANOTHER OUTLET ON THE AVE
WHERE WILL THE WATER DRAIN. WE HAVE
PROBLEMS NOW ON J. BUENA.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Esmeralda Saiki

Address:

Phone:

Email: <

Comments:

Concerned about entrance on Tierra Buena, square footage of homes - would prefer mid-size vs. 1500sq ft. homes, and multifamily homes. Appreciate that it's a small community and HOA.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: MARY BIRNEY

Address: [REDACTED]

Phone: [REDACTED]

Email:

Comments: 1- AWKWARD LOOKING PLAN / SEEMS CRAMPED
2- PRICE CONCERN + UNSYMMETRICAL
3- GRADING CONCERN
4- BACK ONTO FENCE SO WOULD NOT
WANT 2 STORIES LOTS 1-8

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Dan Hutchens

Address: [REDACTED]

Phone: [REDACTED]

Email:

Comments: Concerned about Additional traffic onto Tierra B. during busy times. Concerned about two story home backing up to our subdivision. Also smaller cheaper homes bringing down our comps.

PROJECT COMMENTS

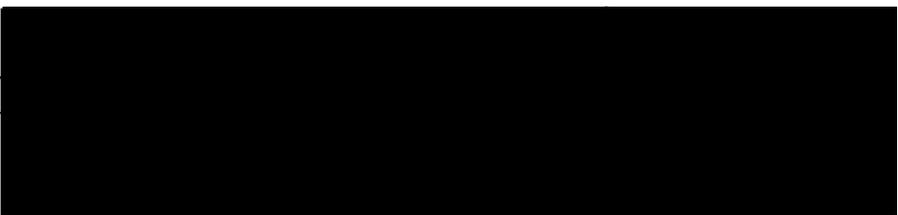
Please provide the information outlined below, as well as any comments about the project.

Name: Tim Scheienman

Address:

Phone:

Email:



Comments: Strongly oppose access road location & prefer 75th Avenue access point. I was pleased to hear there is potential to build homes in this area but I'm strongly opposed to the access point on the southwest side of the development due to the number cars this would add to street congestion on Tienna Buena & the access road would be pointing directly at my home & adding a 3rd North-South street linking to Tienna Buena all ^{3 of which} ~~would be~~ ^{would be} less than 250 feet of ~~width~~ ^{width}

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: CURTIS BOLDMAN

Address:

Phone:

Email:

Comments:

2 stories behind 76th LN.
Entrance on TIERRA Buena
DRAINAGE

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: *Aleyamma Jacobs*

Address:

Phone: (

Email: *h*

Comments: Needs a new exit to 75th due to traffic congestion.

Elevation given to several houses cant be given due to overlooking houses

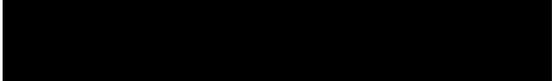
Huge traffic disadvantage for people right off of 75th and tierra Buena.
Traffic bugged for kids. Single level housing face to face. Sports events and July 4th
will be the biggest amount of traffic and it already is.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: MARY + GARY Sundberg

Address: 

Phone: 

Email: 

Comments: cost per unit
access to Tierra Buena only ??
Traffic control —
% Homeowner vs Rental ?

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: *Amparo B Pérez # Ezequiel*

Address:

Phone:

Email:

Comments: *Do not agree with only one entrance & exit. There needs to be another that I will exit right into 75th. In case of an emergency one exit is not enough, too many cars exiting.*

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: CARMEN HORTON

Address:

Phone:

Email:

Comments: Concern with only one exit out of the complex. It will create too much traffic on Sierra Buena. Also, for safety reasons for that complex/home owners there should be another exit off/into 75th directly

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: William & CARMEN HORTON

Address:

Phone: 6

Email: c

Comments: A TRAFFIC LIGHT NEEDS TO BE INSTALLED AT
75TH AVE. AND TIERRA BUENA
NEEDS MORE THAN ONE ENTRANCE/EXIT

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: George Vaughn

Address: [REDACTED]

Phone: [REDACTED]

Email:

Comments: No mention of parking for visitors or guests - Does not appear to be any available in the project.

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: VAUGHN, PATRICK

Address: 

Phone: —

Email: —

Comments: Concerns over traffic as access to 75th has no stop light -

PROJECT COMMENTS

Please provide the information outlined below, as well as any comments about the project.

Name: Ron Miller

Address:

Phone:

Email:



Comments: 1. Elevation of property is much higher than existing lots on west side. Elevation of lots backing up to existing houses needs to be the same. Also only put one story houses along west wall.

2. Would be much better to have entrance on 75th Ave. Too much traffic in Tierra Buena already. ^{Already} Very difficult to make a left turn from Tierra Buena to 75th Ave.

3. Support lots 1-8 being restricted to one story.

(OVER)

5. Prefer single family homes. • Support this project.

ORDINANCE NO 2012-23

AN ORDINANCE OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA REZONING CERTAIN PROPERTY FROM PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO R1-6 SINGLE-FAMILY RESIDENTIAL; AMENDING THE ZONING MAP AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Peoria Planning and Zoning Commission held a public hearing on September 6, 2012 in zoning case Z12-0002 in the manner prescribed by law for the purpose of considering an amendment to the district boundaries of property within the City of Peoria, Arizona to provide for rezoning of the subject parcel as described below from Planned Area Development (PAD) zoning district to R1-6 Single-Family Residential as provided in Section 14-39 of Chapter 14 of the Peoria City Code (1977 edition);

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in the Peoria Times Newspaper on August 17, 2012; and

WHEREAS, the City of Peoria Planning and Zoning Commission has recommended to the Mayor and the Council of the City of Peoria, Arizona, the zoning of property as aforesaid and the Mayor and the Council of the City of Peoria, Arizona desires to accept such recommendation and rezone the property as described below as aforesaid.

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

SECTION 1. A parcel of land in Peoria, Maricopa County, Arizona, which is more accurately described in Exhibits A and B to this Ordinance, is hereby rezoned from Planned Area Development (PAD) zoning district to R1-6 Single-Family Residential zoning district.

SECTION 2. The amendment to the zoning herein provided be conditioned and subject to the following stipulations:

1. The development shall be limited to 43 units.
2. A Final Drainage Report shall be submitted with the improvement plans.

3. The developer shall provide a certified letter to the property owner to the north acknowledging the construction of the sewer line and addressing potential conflicts with daily site activities during construction.
4. Due to the multiple water and sewer taps within Tierra Buena for the 9 lots along the frontage, a complete mill and overlay of the street will be required from the existing northern curb line to the extent of the taps to the south.
5. A Traffic Impact Analysis (TIA) for the site shall be approved prior to final plan approval.
6. A 30'x30' chamfer is required at NWC of 75th and Tierra Buena. A 6-foot screen wall will be required around the perimeter. The proposed grading will need to take into account the grade difference of this lot with respect to the adjacent lots to the west. The finish pad elevation shall be designed to maximize privacy to the west.
7. Two access roads are required and shall be located a distance apart equal to not less than one half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses. The design of a secondary / emergency access road shall be subject to review by the Fire Safety Division during the Preliminary Plat review process.
8. Developments of one- or two-family dwellings where the number of dwelling units exceeds 30 shall be provided with separate and approved fire apparatus access roads and shall meet the requirements of Section D104.3.

Exceptions:

- Where there are more than 30 dwelling units on a single public or private fire apparatus access road and all dwelling units are equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1, 903.3.1.2 or 903.3.1.3.3, access from two directions shall not be required.
- The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

SECTION 3. Amendment of Zoning Map. The City of Peoria zoning map is herewith amended to reflect the change in districts referred to in Section 1 above and as defined by the Legal Description as represented in Exhibit A and the corresponding parcel map as shown as Exhibit B.

SECTION 4: Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council for the City of Peoria, Arizona this 23rd day of October, 2012.

Bob Barrett, Mayor

Date Signed

ATTEST:

Rhonda Geriminsky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Published in: Peoria Times

Pub. Dates: October 26, 2012 and November 2, 2012

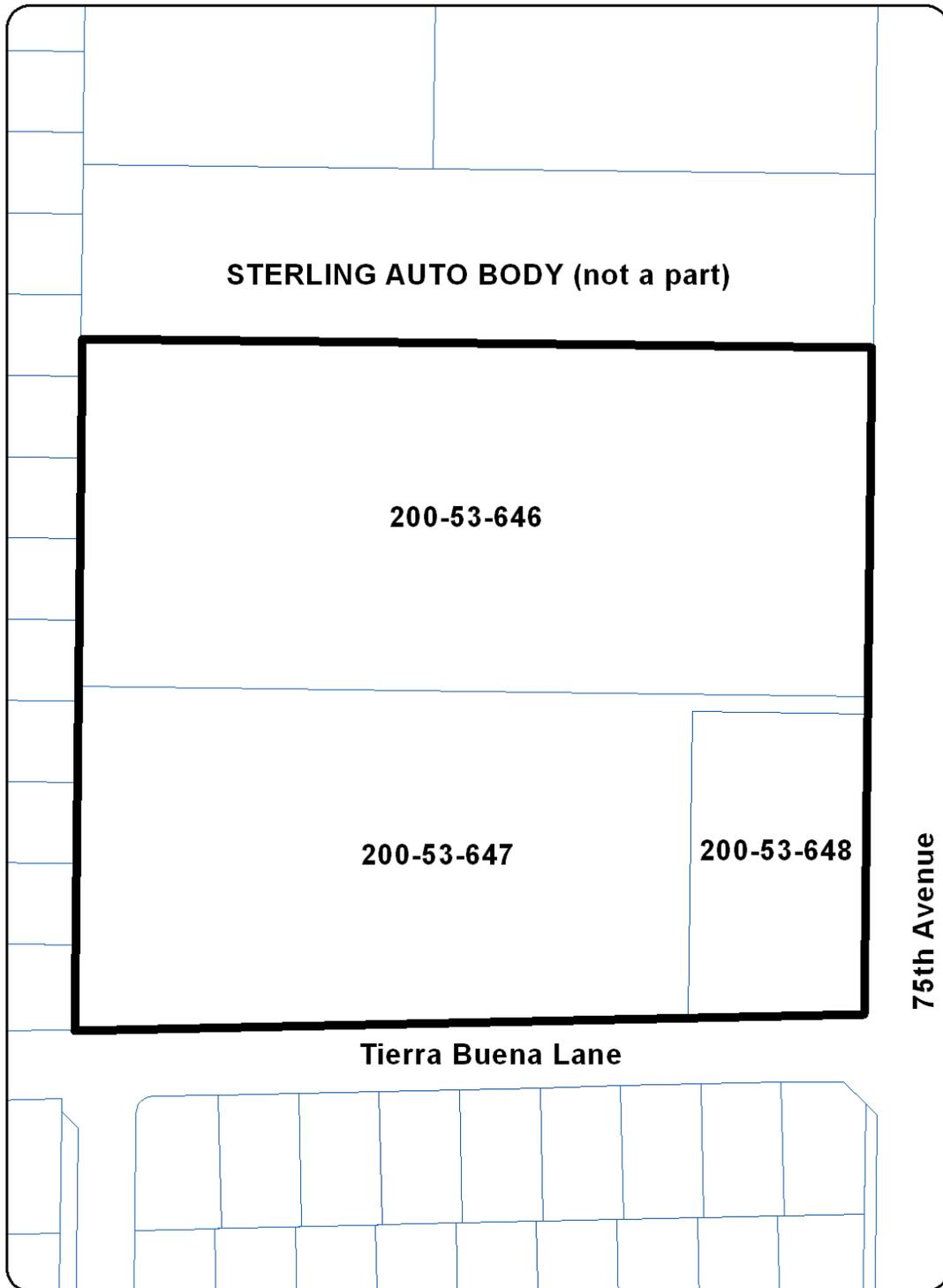
Effective Date:

EXHIBIT A

LEGAL DESCRIPTION:

LOT 3B, 3C AND 3D OF STERLING AUTO BODY, ACCORDING TO THE PLAT OF RECORD IN OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, IN BOOK 651 OF MAPS, PAGE 13

EXHIBIT B
Map



**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 14R

Date Prepared: July 30, 2012

Council Meeting Date: October 23, 2012

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: City Council authorization to enter into an Economic Development Agreement (EDA) with Trine University

Purpose:

This is a request for the City Council to approve an Economic Development Agreement (EDA) with Trine University for the development of a university branch campus in Peoria.

Background on Trine University and the Peoria Project:

Trine University offers more than 35 degree programs on its main campus, as well as online and seated courses at regional campuses and education centers throughout Indiana and Michigan. The university has become the fastest-growing private university in Indiana over the last five years, with a 68 percent increase in enrollment. *U.S. News and World Report* and the *Princeton Review* have ranked Trine among the Midwest's Best Colleges every year since 2008. Trine is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools, and its education, engineering and business programs are nationally recognized and accredited. Trine has succeeded in achieving an extremely high job placement rate among its graduates.

Trine and the City believe this Project will be of great value to the City of Peoria and the region, not only in the area of higher education and community education, but also supporting economic development and job growth through technology commercialization efforts, assisting business, as well as entrepreneurs. Trine's partnership with the City will be visible in two more important ways: by partnering with Bioinspire to advance technology innovation through their biomedical engineering program and through the creation of a future Peoria Innovation Center that will seek to develop technology innovations into commercial applications.

The first step in the partnership is a physical branch campus. Initial offices for administrative and instructional use would be housed at the Thunderbird 101 office park at 14100 N. 83rd Avenue, occupying 17,000SF that was previously used by Western International University. A new build-to-suit facility to house Trine and possibly other universities is anticipated by year 3 and at that time, if necessary, the parties may agree to amend this agreement in writing.

Community support for this Project, which will create a university campus that focuses on Science, Technology, Engineering, and Math programs in Peoria, has been overwhelming. Supporters include the Arizona Commerce Authority, Science Foundation Arizona, BioAccel, Greater Phoenix Economic Council, Western Maricopa Coalition, the Arizona Technology Council, Glendale Community College, Peoria Unified School District, and Maxwell Technologies.

A listing of Trine's planned educational programs is contained in Exhibit B to the EDA.

Agreement Summary

The Economic Development Agreement includes the following deal points (See Exhibit A):

(a) Performance Threshold 1: The Higher Learning Commission and the Arizona State Board for Private Post Secondary Education must approve the location of a Trine campus in Peoria. Upon completion City pays \$100,000.

(b) Performance Threshold 2:

- (i) Trine submits to the City a university-approved marketing plan with final tuition and enrollment projections for the first five years of the program. Also, Trine submits to the City a final listing of undergraduate and graduate programs to be offered at the Peoria location
- (ii) Trine submits to the City a university-approved and funded faculty and staff plan for the first five years of the program.
- (iii) Trine submits to the City executed articulation agreements between Trine and Maricopa Community College for each major offered by Trine.
- (iv) Trine enters into lease agreement for 17,000 SF of existing space at 14100 N. 83rd Ave., Peoria, AZ 85381.
- (v) City conducts further market and feasibility analysis of Trine's submitted documents to validate the success of Trine's Peoria location. Upon the City's approval, which will not be unreasonably withheld, of the feasibility and market analysis, the City shall release its next payment.

Upon completion of threshold 2, City pays \$700,000.

(c) Performance Threshold 3: Trine opens Peoria facility with enrollment in a minimum of 10 university classes including undergraduate and graduate programs in Engineering (mechanical, electrical, biomedical, and engineering technology). Upon completion, City pays \$142,750.

(d) Rental Tax Lease Payment for years 1-3 = \$19,049

(e) Total City investment = \$962,000

Additional Enrollment Support

In the case that Trine does not meet its enrollment targets in the first two years, the City will provide financial support up to an additional \$1,550,000 (\$1,050,000 in fixed costs and a

maximum of \$500,000 in marginal costs depending on actual enrollment). Trine and the City will meet quarterly to proactively manage the enrollment process and take corrective actions on enrollment targets as necessary to mitigate the potentiality of the need for additional support.

Estimated Student Enrollment

Student enrollment in all programs at the Peoria location, seated, online, blended, and adult are projected at the following targets:

Year 1	199
Year 2	498
Year 3	1,246
Year 4	2,180
Year 5	3,270

Estimated Job Creation

Administrative FTEs = 16 at average salary of \$63,075 by year 5. Trine estimates adjunct faculty members (part time) to total 1,479 by year 5, with an average salary of \$30,000 a year.

Estimated Investment by Trine after 5 years

- \$28 million in salaries
- \$9 million in local campus operations
- \$11 million in main campus support and overhead
- \$17 million in Peoria Center for Innovation

\$65 million Total Estimated Investment in Peoria Campus Development

GPEC Impact Analysis

The Greater Phoenix Economic Council prepared an “Economic and Revenue Impact” (October 2012) for the Project showing that, over ten years, the Project will provide to the City of Peoria \$240.7M in direct and indirect economic output and \$12.5.M in total revenue.

Trine Obligations and Verification

Trine will be a partner in economic development activities with the City for the attraction of high-wage and technically-skilled jobs, including the development of customized work force development plans and programs for targeted industries sought by the City as part of its business attraction efforts. Trine is also obligated to not engage in a similar activity with another Arizona community that would compete with the Peoria branch campus.

For verification purposes, Trine will submit to the City documentation as each performance threshold is achieved.

Previous Actions:

City Council discussed potential deal points with Trine University in executive session on both June 19, 2012 and September 18, 2012.

Options:

A: **Approve an EDA with Trine University.** This action will enable the university to open a branch campus in Peoria with programs starting in 2013.

B: **Reject an EDA with Trine University.** This action will terminate the project.

Staff's Recommendation:

Authorize the City Manager to enter into an Economic Development Agreement with Trine University for the development of a branch campus in Peoria.

Fiscal Analysis:

The city has budgeted \$1,000,000 in the Economic Development Opportunity Fund project in the Capital Improvement Program (CIP). Staff recommends that the City Council approve a budget transfer in the amount of \$1,000,000 from the Economic Development Opportunity Fund project (4550-4550-540500-CIPOF-ED00007) to a new project called Trine University (4550-4550-540500-CIPOF-ED00013).

The additional support for the fixed cost of \$1,050,000 will be appropriated in future budget years once enrollment targets have been verified.

Exhibits:

Exhibit A: Economic Development Agreement

Exhibit B: Education Programs

Contact Name and Number: Maria Laughner at x 5121

ECONOMIC DEVELOPMENT INCENTIVE AND INVESTMENT AGREEMENT
BETWEEN
THE CITY OF PEORIA, ARIZONA
AND
TRINE UNIVERSITY

This Economic Development Incentive and Investment Agreement ("Agreement") is entered into on _____, 2012 ("Effective Date") between the City of Peoria, Arizona, an Arizona municipal corporation ("City") and Trine University, an Indiana non-profit corporation ("Trine"); each entity separately as a "Party" and collectively as "the Parties."

RECITALS

A. On October 19, 2010, the City adopted an Economic Development Implementation Strategy ("EDIS") which provides an implementation-based plan for achieving the economic development goals of the City;

B. One of the strategies to implement the EDIS is through the City-adopted Economic Development Incentive and Investment Policy ("EDIIP") and accompanying Economic Development Incentive and Investment Policy Guidelines ("EDIIP Guidelines"), which provide a framework for evaluating City financial incentives and investment towards the retention and expansion of existing local businesses and attraction and expansion of targeted industries within the City in a manner that is consistent with applicable laws;

C. The City is authorized pursuant to Arizona Revised Statutes, Sections 9-500.5 and 9-500.11 to negotiate and enter into development agreements that include expenditures for economic development;

D. Trine has submitted a proposal to the City with a request for public incentives and investment to develop an accredited branch university campus offering undergraduate and graduate degrees within Peoria, Arizona (the "Project");

E. The City has contracted with Elliott D. Pollack and Company to conduct a feasibility and economic impact analysis regarding the Project, proposed enrollment figures and the proposed tuition rates associated with this Project. These initial feasibility analysis documents will be supplemented by further market and feasibility analysis required pursuant to Section 2(b) prior to substantial disbursement of funds under this Agreement;

F. The Greater Phoenix Economic Council prepared an "Economic and Revenue Impact" (October 2012) for the Project showing that, over ten years, the Project will provide to the City of Peoria \$240.7M in direct and indirect economic output and \$12.5M in total revenue;

G. The City has reviewed Trine's request and determined that the Project qualifies and should be approved under the EDIIP;

H. Community support for this Project, which will create a university campus that focuses on Science, Technology, Engineering, and Math programs in Peoria, has been overwhelming. Supporters include the Arizona Commerce Authority, Science Foundation Arizona, BioAccel, Greater Phoenix Economic Council, Western Maricopa Coalition, the Arizona Technology Council, Glendale Community College, Peoria Unified School District, APS, Power One, and Maxwell Technologies;

I. The City has concluded that the project will benefit the public interest and promote the public welfare of the citizens in the City and that the City and its residents will receive an equitable or proportional economic return in exchange for the incentives and investments that will be provided by the City under this Agreement; and

J. The Parties acknowledge that the activities related to the Project are economic development activities within the meaning of the State of Arizona's laws concerning such matters, and that all expenditures by the City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Description of the Project.

Trine University offers more than 35 degree programs on its main campus, as well as online and at regional campuses and education centers throughout Indiana and Michigan. The university has become the fastest-growing private university in Indiana over the last five years, with a 68 percent increase in enrollment. *U.S. News and World Report* and the *Princeton Review* have ranked Trine among the Midwest's Best Colleges every year since 2008. Trine is accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools, and its education, engineering and business programs are nationally recognized and accredited. Trine has succeeded in achieving an extremely high job placement rate among its graduates.

Trine and the City believe this Project will be of great value to the City of Peoria and the region, not only in the area of higher education and community education, but also supporting economic development and job growth through technology commercialization efforts, assisting business as well as the entrepreneur. To do this, Trine will be developing a branch campus to launch engineering, business, computer science, and other degree programs in the City of Peoria, Arizona.

Initial offices for administrative and instructional use would be housed at the Thunderbird 101 office park at 14100 N. 83rd Avenue taking over the 17,000SF that was previously occupied by Western International University. A build-to-suit development is

anticipated by year 3 and at that time, if necessary, the parties may agree to amend this agreement in writing.

A listing of Trine's planned educational programs is contained in Appendix A.

Estimated Student Enrollment

Student enrollment in all programs at the Peoria location, seated, online, blended, and adult are projected at the following targets (the "Estimated Enrollment Targets"):

Year	Time Period	Estimated Enrollment Target
Year 1	January 1, 2013 – September 30, 2013	199
Year 2	October 1, 2013 – September 30, 2014	498
Year 3	October 1, 2014 – September 30, 2015	1,246
Year 4	October 1, 2015 – September 30, 2016	2,180
Year 5	October 1, 2016 – September 30, 2017	3,270

These estimated Enrollment Targets are the result of the following analysis:

- Trine's curriculum and programming, focusing on engineering and other skill-based courses rather than liberal arts, will produce work ready students able to fill the skills gap, which has been a defining trend in higher education;
- Trine's tuition is more competitive than that of other private schools across the country and schools in the state, with rates starting at only \$60 more a semester than ASU.; and
- Trine is working hard to establish partnerships with high schools and articulation agreements with community colleges, which will serve as feeders.

In summary, Trine's enrollment strategy is different from other schools, targeting a specific student population.

Estimated Job Creation

Administrative FTEs = 16 at average salary of \$63,075 by year 5. Trine estimates adjunct faculty members (part time) to total 1,479 by year 5, with an average salary of \$30,000 a year.

Estimated Investment by Trine after 5 years

\$28 million in salaries
\$9 million in local campus operations
\$11 million in main campus support and overhead
\$17 million in Peoria Center for Innovation
\$65 million Total Estimated Investment in Peoria Campus Development

2. City Financial Incentives and Investment.

The City shall provide a post-performance financial incentive package to Trine that is tied to performance thresholds that must be achieved in order for Trine to offer accredited programs in Arizona. The performance thresholds and incentive amounts are as follows:

(a) Performance Threshold 1: The Higher Learning Commission and the Arizona State Board for Private Post Secondary Education approve the location of a Trine campus in Peoria:

= City pays \$100,000 to Trine.

(b) Performance Threshold 2:

- (i) Trine submits to the City a university-approved marketing plan with final tuition and enrollment projections for the first five years of the program. Also, Trine submits to the City a final listing of undergraduate and graduate programs to be offered at the Peoria location;
- (ii) Trine submits to the City a university-approved and funded faculty and staff plan with estimates for the first five years of the program;
- (iii) Trine submits to the City executed articulation agreements between Trine and Maricopa Community College for each major offered by Trine;
- (iv) Trine enters into lease agreement for 15,000 SF of existing space at 14100 N. 83rd Ave., Peoria, AZ 85381; and
- (v) City will contract with Elliott D. Pollack and Associates to conduct further market and feasibility analysis of Trine's submitted documents to assess the success of Trine's Peoria location. Upon the City's approval of the feasibility and market analysis, which will not be unreasonably withheld, conditioned or delayed, the City shall release its next payment.

= City pays \$700,000 to Trine.

(c) Performance Threshold 3: Trine opens Peoria facility with enrollment in a minimum of 10 university classes including undergraduate and graduate programs in Engineering (mechanical, electrical, biomedical, and engineering technology). Ongoing class offerings will be determined by student enrollment.

= City pays \$142,750 to Trine.

(d) Rental Tax payment on Lease: The City will reimburse Trine the rental tax that Trine pays under its lease agreement for the first three (3) years of the lease agreement. Each year, when Trine submits to the City an invoice and documentation indicating that Trine made all of its annual lease payments, the City will submit payment

to Trine within 15 days of receipt of an invoice. The annual amounts will be the following:

Year 1 = \$6,047.16 (\$262,920 x 2.3%)
Year 2 = \$6,349.52 (\$276,066 x 2.3%)
Year 3 = \$6,651.88 (\$289,212 x 2.3%).

(e) Total City investment = \$961,798.56.

3. Trine Obligations and Verification.

(a) Trine shall participate in economic development activities with the City for the attraction of high-wage and technically-skilled jobs, including the development of customized work force development plans and programs for targeted industries sought by the City as part of its business attraction efforts. Such activities will include participation in meetings with business prospects, the creation of custom training programs to meet workforce development needs, and marketing activities.

(b) Additionally, Trine will participate with the City in the development of a Technology Innovation Center to further support the City's innovation economy, technology commercialization and technology transfer opportunities. To do so, Trine will reinvest a substantial portion of tuition dollars earned during the term of this Agreement, back into the local community to include the purchase of additional laboratory equipment and equipping facilities needed to support education, technology commercialization and innovation.

(c) If prior to the end of 60 months (5 years) from the Effective Date, Trine engages in any similar activity with another Arizona community that would compete with the Peoria branch campus, Trine shall repay the City all of the financial assistance that it had received from the City to date.

(d) Trine shall submit to the City documentation as each performance threshold contained in Section 2 is achieved. The City may request additional documentation from Trine as necessary to verify that a performance threshold has been achieved.

(e) Within 30 days of verifying that a performance threshold has been achieved, the City shall submit payment to Trine in the amount corresponding to that performance threshold.

(f) If Trine has not met Performance Threshold 3 in Subsection (2)(c) as of the termination date of this Agreement, Trine agrees to repay the City for all of the financial assistance that Trine had received from the City through that date. The Parties agree that this will be the sole remedy for Trine's failure to meet Performance Threshold 3.

4. Enrollment Support from City.

(a) The City has engaged the assistance of Elliott D. Pollack and Company to assess the demand for the scope of education services described on Appendix A and being provided under the terms of this Agreement (the "Demand Study"). Based in part upon the Demand Study, Trine and the City have established the Estimated Enrollment Targets described above. In order to attempt to meet the Estimated Enrollment Targets, Trine will incur certain fixed expenses (the "Fixed Expenses") and certain marginal expenses (the "Marginal Expenses").

The Fixed Expenses are comprised primarily of building rent and utilities at the Peoria Campus, along with advertising expenses. Together, the Fixed Expenses will be Five Hundred Twenty-Five Thousand Dollars (\$525,000) in each of year one (1) and year two (2).

The Marginal Expenses will vary based on actual enrollment and will range from an estimated One Hundred Thousand Dollars (\$100,000) to Two Hundred Fifty Thousand Dollars (\$250,000).

(b) As additional financial support, should Trine fail to achieve the Estimated Enrollment Targets at the conclusion of years one (1) and two (2), the City shall promptly reimburse Trine for (i) the Fixed Expenses in each such year (the aggregate of such reimbursements will not exceed One Million Fifty Thousand Dollars (\$1,050,000); and (ii) the Marginal Costs, which shall be estimated as Seven Hundred Fifty Four Dollars (\$754.00) for each student short of the Estimated Enrollment Target, but in no event shall the reimbursement to Trine from the City for Marginal Costs (regardless of actual enrollment) be less than One Hundred Thousand Dollars (\$100,000) (the "Minimum Marginal Cost Reimbursement Amount") at the conclusion of year one (1) and year two (2). If the targets are met, then no additional City financial support will be required.

By way of example only, in the event actual enrollment at the Peoria Campus in year one (1) is 149 students, the City would owe Trine for reimbursement for Marginal Costs at the Minimum Marginal Cost Reimbursement Amount (i.e. \$100,000). In the event actual enrollment during year two (2) is 350 students, the City would owe Trine as the reimbursement for Marginal Cost the sum of One Hundred Eleven Thousand Five Hundred Ninety Two Dollars (\$111,592) (\$754 per student times 148 students, constituting the number of students less than the Estimated Enrollment Target).

(c) Trine shall submit quarterly enrollment target and market share assessment reports to the City so that both parties can proactively manage and monitor the success of the marketing plan and take corrective actions Trine deems appropriate if any warning signs of missing key enrollment targets are identified. Trine and City staff, to include a representative from Elliott D. Pollack and Associates, shall meet at least quarterly to confirm the actual Enrollment and to discuss in good faith possible

actions to maximize the public benefit and enhance enrollment. Any modifications to the Estimated Enrollment Targets may only be made by mutual agreement between the City and Trine.

(d) The City and Trine agree to work together in good faith to attempt to achieve the Estimated Enrollment Targets and minimize the financial support required from the City hereunder. Furthermore, as the City pursues and recruits other universities to Peoria, through the end of year three (3), the City agrees to first review those candidates with Trine and engage and/or financially support only those universities willing to collaborate and not compete with Trine.

5. Term. This Agreement shall commence upon the date when both Parties have executed this Agreement (the "Effective Date"). Unless terminated earlier as provided herein, the term of this Agreement shall be 60 months (5 years), starting from the Effective Date.

6. Breach, Cure, Remedies, and Termination.

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the thirty (30) business day time period and thereafter diligently pursue the cure to completion. Both parties agree to work together in good faith to attempt to resolve such disputes.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Subsection (a), the Parties agree that any Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Subsections (a) and (b), (i) each Party shall also have the right, in its sole and unfettered discretion, to terminate this Agreement in the event that any or all of the Parties reach an impasse in negotiations under this Agreement for any reason whatsoever; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; (iii) the Parties each shall have the right to terminate this Agreement if at any time any such Party reasonably determines that the Project is not feasible financially or for other business reasons; and (iv) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, whereupon the

Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

7. Assignment. No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, Trine may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which Trine owns the majority beneficial interest and has operational control.

8. Representations and Warranties / Limitations.

(a) Trine represents and warrants that it is a non-profit corporation duly formed and validly existing under the laws of the State of Indiana and is admitted and is in good standing in the State of Arizona.

(b) Trine represents and warrants that the person(s) executing this Agreement on behalf of Trine has full right, power, and authority to execute this Agreement and bind Trine hereunder.

(c) Trine shall comply with all applicable federal, state and local regulations, codes and laws regarding its operations. Nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws.

(d) City represents and warrants that the person(s) executing this Agreement on behalf of City has full right, power, and authority to execute this Agreement and bind City hereunder.

(e) Any estimates or targets provided by Trine are intended only as good faith estimates and not intended in any way as a binding commitment. The failure to achieve such estimates or targets shall not in any way constitute a breach by Trine or constitute grounds for any claim by the City hereunder. Estimates or targets are necessarily speculative in nature and may be impacted by a number of factors beyond the control of Trine.

9. General Provisions.

(a) Applicable Law and Venue. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the

exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to Trine's right to terminate this Agreement in accordance with Section 5, Trine's exclusive remedy for an uncured City breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall Trine have the right, and Trine expressly waives the right to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) from the City in the event of a default by the City under this Agreement or any action related to this Agreement.

(d) **Indemnity.** Trine shall indemnify, protect, defend, and hold harmless the City, and its officials, officers, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the grossly negligent acts, errors, or omissions and willful misconduct with respect of the obligations of Trine, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the City. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) **Notices, Demands, and Communications Between the Parties.** All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City: City Manager
City of Peoria
P.O. Box 4038
Peoria, Arizona 85380-4038

With a copy to: Economic Development Services Director
City of Peoria
P.O. Box 4038
Peoria, Arizona 85380-4038

With a copy to: City Attorney
City of Peoria
P.O. Box 4038
Peoria, Arizona 85380-4038

To Trine: Trine University
Attn: President Earl D. Brooks
One University Avenue
Angola, Indiana 46703

With copy to: Trine University
Attn: Michael Bock
One University Avenue
Angola, Indiana 46703

With copy to: Robert D. Moreland, General Counsel
Faegre Baker Daniels LLP
111 East Wayne Street, Suite 800
Fort Wayne, Indiana 46802

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) Nonliability of City Officials and Employees. No elected official, officer, employee, agent, or contractor of the City shall be personally liable to Trine in the event of any default or breach by the City or for any amount, which may become due to Trine on any obligations under the terms of this Agreement.

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) Entire Agreement, Waivers, and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Trine.

(i) Counterparts; Signatures. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) Successors. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) Time is of the Essence. Time is of the essence for each of the Parties' obligations under this Agreement.

(m) Recitals. The recitals set forth above are incorporated herein by this reference.

(n) Attorneys' Fees. The prevailing Party or Parties in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party or Parties (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).

(o) No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and Trine. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) No Partnership or Joint Venture. Nothing in this Agreement is intended to or does establish the Parties as partners, joint ventures, or principal and agent with each other.

[Signature page follows]

IN WITNESS WHEREOF, the City and Trine have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations contained in this Agreement on the Effective Date.

TRINE UNIVERSITY:

[REDACTED]

Its: PRESIDENT

THE CITY OF PEORIA:

Carl Swenson, City Manager

ATTEST:

Rhonda Geriminsky, Acting City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

Trine University: Proposed Programs

Bachelor Degrees

Bachelor of Engineering (with majors in):

- Civil Engineering
- Mechanical Engineering
- Electrical Engineering
- Biomedical Engineering

Bachelor of Science in Engineering Technology

Bachelor of Applied Management

Bachelor of Business Administration (with majors in):

- Accounting
- Auctioneering
- Entrepreneurship
- Golf Management
- Healthcare Management
- Human Resource Management
- Hospitality & Tourism Management
- Management

Bachelor of Science with a major in Communication

Bachelor of Computer Science

Bachelor of Science in Criminal Justice

Bachelor of Science with a major in Emergency Management

Bachelor of Arts with a major in General Studies

Bachelor of Science with a major in Psychology

Masters Degrees

Master of Engineering

Master of Science with a major in Criminal Justice (with the following concentrations):

- Public Administration
- Emergency Management
- Forensic Psychology

Master of Science with a major in Leadership (with the following concentrations):

- Athletic Administration
- Healthcare Systems Studies
- Instructional Leadership
- Instructional Leadership - Higher Education
- International Studies
- Nonprofit Organizational Studies
- Political Leadership & Civic Engagement
- Regulatory Affairs
- Strategic Foresight & Entrepreneurship
- Sustainable Business Administration

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 15R

Date Prepared: July 30, 2012

Council Meeting Date: September 18, 2012

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: City Council authorization to enter into an Economic Development Agreement (EDA) with Genome Identification Corp.

Purpose:

This is a request for the City Council to approve an Economic Development Agreement (EDA) with Genome Identification Corp (GID) to locate its forensic DNA facility in Peoria.

Background on GID Project:

GID, previously Casework Genetics, is a start-up forensic DNA company that owns intellectual property that significantly advances the field of forensic DNA. "Current" forensic technology looks at 13 genetic differences or less than 0.0001% of the human genome, while GID looks at 5 million differences that span the entire human genome. GID has validated and prepared this technology for commercialization into the market immediately. GID states that the Peoria facility would be the only lab in the world with this technology at the time of entering into this Agreement.

GID will be absorbing vacant space in the City to build out a laboratory and conduct its analyses. GID intends to commence operations in January 2013.

Agreement Summary

The Economic Development Agreement includes the following deal points:

- a) The City agrees to provide to GID a pre-performance package that will be structured as a 3-year 0% forgivable loan ("Loan") equal to \$300,000 (the equivalent of \$12,766 per job for 23.5 jobs). This loan to GID is to be used for the purchase of furniture, fixtures, and equipment (FFE) and computers.
- b) The City will not be required to provide the loan amount until GID has met certain obligations:
 - (i) GID signs a lease for real property located within the City of Peoria as the site for the Project for the duration of the loan term; and
 - (ii) GID provides to the City a staffing plan showing that employee positions are in place in order to operate the Project prior to receiving the City loan.

- (iii) GID provides documentation to the City that GID has raised at least \$800,000 in private capital funds to be used for operational expenses of the Project.
- c) At the end of Year 3, the City will reduce the amount of the loan owed by GID by \$12,766 per job for each job created and documented by GID that is filled at that time.
- d) Security for the loan is comprised of a UCC-1 filing on the equipment and FFE purchased using City funds indicating the City of Peoria as the secured party and beneficiary. The City of Peoria will also hold a first position lien on GID company accounts receivables. The amount of the lien on accounts receivables will also be reduced annually in the same manner as the principal amount of the loan is reduced based on actual job creation.
- e) Total City Investment = \$300,000. The City's investment is designed to offset the capital expenditures, totaling \$301,230, that will occur in Year 1 (see Exhibit 4).

Estimated Job Creation

New jobs created at the laboratory facility will include administrative and analytical personnel:

- Year 1: 11.5 total jobs, \$76,000 average salaries
- Year 2: 16.5 total jobs, \$88,000 average salaries (5 new)
- Year 3: 23.5 total jobs, \$77,000 average salaries (7 new)

Estimated Capital Investment

\$2.7 million	Capital Investment
\$1.8 million	Payroll (in year 3)
<u>\$300,000</u>	<u>Equipment Purchases (City loan)</u>
\$4.8 million	Total Estimated Investment

Economic and Revenue Impact

The Greater Phoenix Economic Council prepared an “Economic and Revenue Impact” report in June 2012, showing that over ten years the Project will provide to the City of Peoria \$45.3M in direct and indirect economic output, and \$5.3M in total revenue.

Verification of Compliance

At the end of each year for three consecutive years from the Effective Date, GID shall provide to the City the Employment Security Commission reports which summarize the number of employees, wages paid, and unemployment taxes due as a result of the Project. As a result of such demonstrated job creation, the City will reduce the loan amount annually by the number of jobs created multiplied by \$12,766.

If at least 23.5 jobs are filled at the end of Year 3 and the average salary of all jobs is equal to or greater than \$69,300, the City's loan to GID shall be discharged and GID shall owe no amounts under the loan. If fewer than 23.5 jobs are filled at that time, GID shall pay the City an amount equal to the number of jobs that are less than 23.5 x \$12,766. GID shall make such payment within 30 days of the end of Year 3.

Previous Actions:

City Council discussed this project in Executive Session on June 19, 2012.

Options:

- A:** Authorize the City Manager to sign the Economic Development Agreement. This action will fulfill the offer that the City made to GID in June 2012.
- B:** Reject this agreement. This action would negate the incentive offer provided to GID from the City and could result in the termination of the Project.

Staff's Recommendation:

Authorize the City Manager to sign the Economic Development Agreement with Genome Identification Corp.

Fiscal Analysis:

The city has identified funds in the Economic Development Implementation Strategy Matrix (EDIS) for this project. Staff recommends City Council approve the use of reserves and a budget adjustment in the amount of \$300,000 from the Half Cent Sales Tax contingency account 1210-1210-570000 to a new project called Genome Identification Corp. (GID) account 1210-1210-540500-CIPOF-ED00012.

Exhibit(s):

- Exhibit 1: Economic Development Agreement
- Exhibit 2: Estimated Job Creation
- Exhibit 3: GPEC Economic and Revenue Impact Report
- Exhibit 4: Capital Expenditure Summary

Contact Name and Number: Dina Green 623-773-7781

ECONOMIC DEVELOPMENT INCENTIVE AND INVESTMENT AGREEMENT
BETWEEN
THE CITY OF PEORIA, ARIZONA
AND
GENOME IDENTIFICATION CORP

This Economic Development Incentive and Investment Agreement (“Agreement”) is entered into on 2012 (“Effective Date”) between the City of Peoria, Arizona, an Arizona municipal corporation (“City”) and Genome Identification Corp, a Delaware C Corporation (“GID”); each entity separately as a “Party” and collectively as “the Parties.”

RECITALS

A. On October 19, 2010, the City adopted an Economic Development Implementation Strategy (“EDIS”) which provides an implementation-based plan for achieving the economic development goals of the City;

B. One of the strategies to implement the EDIS is through the City-adopted Economic Development Incentive and Investment Policy (“EDIIP”) and accompanying Economic Development Incentive and Investment Policy Guidelines (“EDIIP Guidelines”), which provide a framework for evaluating City financial incentives and investment towards the retention and expansion of existing local businesses and attraction and expansion of targeted industries within the City in a manner that is consistent with applicable laws;

C. The City is authorized pursuant to Arizona Revised Statutes, Sections 9-500.5 and 9-500.11 to negotiate and enter into development agreements that include expenditures for economic development;

D. GID has submitted a request to the City for public incentives and investment to locate its forensic DNA facility within Peoria, Arizona (the “Project”);

E. The Greater Phoenix Economic Council prepared an “Economic and Revenue Impact” (June 2012) for the Project showing that, over ten years, the Project will provide to the City of Peoria \$45.3M in direct and indirect economic output and \$5.3M in total revenue;

F. The City has reviewed GID’s request and determined that the Project qualifies and should be approved under the EDIIP;

G. The City has concluded that the project will benefit the public interest and promote the public welfare of the citizens in the City and that the City and its residents will receive an equitable or proportional economic return in exchange for the incentives and investments that will be provided by the City under this Agreement; and



H. The Parties acknowledge that the activities related to the Project are economic development activities within the meaning of the State of Arizona’s laws concerning such matters, and that all expenditures by the City pursuant to this Agreement constitute the appropriation and expenditure of public monies for and in connection with economic development activities.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Description of the Project.

GID is a start-up Forensic DNA company that owns intellectual property that significantly advances the field of Forensic DNA. “Current” forensic technology looks at 13 genetic differences or less than 0.0001% of the human genome, while GID Genetics looks at 5 million differences that span the entire human genome. GID Genetics has validated and prepared this technology for implementation into the market immediately. GID states that the Peoria facility would be the only lab in the world with this technology at the time of entering into this Agreement.

To build its laboratory to do its analyses, GID will be absorbing vacant space in Peoria at one of these potential locations: 83rd Avenue and Thunderbird; 91st Avenue and Bell; 94th Avenue and Thunderbird. GID intends to commence operations in January 2013.

Estimated Job Creation

New jobs created at the new laboratory facility will include administrative and analytical personnel:

Year 1: 11.5 total jobs, \$76,000 average salaries

Year 2: 16.5 total jobs, \$88,000 average salaries (5 new)

Year 3: 23.5 total jobs, \$77,000 average salaries (7 new)

Estimated Project Investment

\$2.7 million	Operating Expenditures
\$1.8 million	Payroll (in year 3)
\$300,000	Equipment and FFE Purchases
\$4.8 million	Total Estimated Investment

2. City Financial Incentives and Investment

(a) The City agrees to provide to GID a pre-performance package that will be structured as a 3-year 0% forgivable loan (“Loan”) equal to \$300,000 (the equivalent of



\$12,766 per job for 23.5 jobs). This loan to GID is to be used for the purchase of furniture, fixtures, and equipment (FFE).

(b) The City shall not be required to provide the loan amount until GID has met its obligations contained in Subsections 3(a), 3(b), 3(c), and 3(d).

(c) At the end of Year 3 as prescribed in Section 3(b)(iii), for each job created by GID that is filled at that time, the City shall reduce the amount of the loan owed by GID by \$12,766 per job.

3. GID Obligations, Verification and City Remedies

(a) In consideration for the assistance provided by the City in this Agreement, GID shall record a UCC-1 filing on the equipment and FFE purchased using City funds stating the City of Peoria as the secured party and beneficiary. The City of Peoria will also hold a first position lien on GID company accounts receivables until such time as GID achieves 7 full time employees averaging \$12,766 per employee, at which point said lien will be removed as security for the assistance; however, both parties understand that at no time will the amount of the security be less than the amount of the loan.

(b) GID shall acquire an interest (such as fee title or leasehold) in real property located within the City of Peoria as the site for the Project for the duration of the loan term.

(c) GID shall provide to the City a staffing plan showing that employee positions are in place in order to operate the Project prior to receiving the City loan.

(d) GID shall provide documentation to the City that GID has raised at least \$800,000 in private capital funds to be used for operational expenses of the Project.

(e) GID agrees to create the following new jobs at the minimum identified salaries (see Attachment A listing of positions to be filled from the EDIIP application, incorporated into this agreement by this reference):

- (i) By the end of Year 1 (365 days from the Effective Date): At least 11.5 new jobs having a minimum of \$68,400.00 in average salary.
 - (ii) By the end of Year 2 (730 days from the Effective Date): A cumulative total of at least 16.5 new jobs having a minimum of \$79,200.00 in average salary.
 - (iii) By the end of Year 3 (1,095 days from the Effective Date): A cumulative total of a minimum of 23.5 new jobs having a minimum of \$69,300 in average salary.
- 

(f) At the end of each year for three consecutive years from the Effective Date, GID shall provide to the City the Employment Security Commission reports which summarize the number of employees, wages paid, and unemployment taxes due as a result of the Project. As a result of such demonstrated job creation, the City will reduce the loan amount annually by the number of jobs created multiplied by \$12,766.

(g) If at least 23.5 jobs are filled at the end of Year 3 and the average salary of all jobs is equal to or greater than \$69,300, the City's loan to GID shall be discharged and GID shall owe nothing under it. If fewer than 23.5 jobs are filled at that time, GID shall pay the City an amount equal to the number of jobs that are less than 23.5 x \$12,766. GID shall make such payment within 30 days of the end of Year 3.

(h) If prior to the Termination Date, GID engages in a Loss of Revenue Event as defined in Subsection (i), GID shall pay the City the balance of the Loan remaining at that time.

(i) A Loss of Revenue Event shall consist of any one or more of the following actions taken by GID:

(ii) Cease operations in the City.

(iii) Substantially downsize operations in the City.

(iv) Otherwise adversely impact the City's ability to recoup its investment through the two security forms provided by GID.

(j) If GID is unable to make the payments required if the circumstances described in Subsections (g) and/or (h) occur, then as an additional remedy the City may seek to recover its investment by recouping the equipment as per the UCC-1 filing and exercise its first position lien status on the applicable accounts receivables, as referenced in Section 3(a).

(k) GID shall provide to the City annual verification of GID's compliance with the security measures contained in this Section. While the Parties may agree to additional verification components, at a minimum GID shall provide to the City the Employment Security Commission reports which summarize the number of employees, wages paid, and unemployment taxes due as a result of the Project. If the verification is not sufficient to allow the City to confirm GID's compliance with this Section, the City may declare a breach of this Agreement pursuant to Section 5.

4. Term. This Agreement shall commence upon the date when both Parties have executed this Agreement (the "Effective Date"). The term of this Agreement shall be 3 years, starting from the Effective Date ("Termination Date").



5. Breach, Cure, Remedies, and Termination.

(a) In the event that a Party fails to perform any obligation imposed by this Agreement, including failing to negotiate diligently and in good faith, the non-breaching Party shall provide written notice of such breach to the other Party. The Party receiving the written notice shall have ten (10) business days after receipt of such written notice within which to remedy such breach unless additional time is reasonably required to remedy the breach, in which event the Party shall commence the cure of the breach within the ten (10) business day time period and thereafter diligently pursue the cure to completion.

(b) If the Party in breach fails to remedy the breach in a timely and reasonable manner as provided in Subsection (a), the Parties agree that any Party who provided written notice of such breach may cancel and terminate this Agreement by providing written notice of termination to the other Party. In the event of such termination, the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

(c) In addition to the termination rights under Subsections (a) and (b), (i) each Party shall also have the right, in its sole and unfettered discretion, to terminate this Agreement in the event that any or all of the Parties reach an impasse in negotiations under this Agreement for any reason whatsoever; (ii) the City shall have the right to terminate this Agreement for conflict of interest pursuant to A.R.S. § 38-511; (iii) the Parties each shall have the right to terminate this Agreement if at any time any such Party reasonably determines that the Project is not feasible financially or for other business reasons; and (iv) this Agreement may be terminated at any time upon the mutual written agreement of the Parties. In the event of any termination under the preceding sentence, the Party exercising the termination right shall provide written notice of termination and the applicable basis above to the other Party, whereupon the Parties shall be fully and completely released from all of their respective rights, duties, obligations, and liabilities under this Agreement.

6. Assignment. No Party may assign this Agreement without first obtaining the advance written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party. The City agrees that, notwithstanding the foregoing, GID may assign without the prior written approval of the City, but with thirty (30) days prior written notice to the City, its respective rights, duties, obligations, and liabilities under this Agreement to a limited liability company, corporation, trust, or partnership of which GID owns the majority beneficial interest and has operational control.

7. Representations and Warranties.



(a) GID represents and warrants that it is a for-profit corporation duly formed and validly existing under the laws of the State of Delaware and is admitted and is in good standing in the State of Arizona.

(b) GID represents and warrants that the person(s) executing this Agreement on behalf of GID has full right, power, and authority to execute this Agreement and bind GID hereunder.

(c) GID shall comply with all applicable federal, state and local regulations, codes and laws regarding its operations. Nothing in this Agreement constitutes an exemption or grant of a variance from applicable codes and laws.

(d) City represents and warrants that the person(s) executing this Agreement on behalf of City has full right, power, and authority to execute this Agreement and bind City hereunder.

8. General Provisions.

(a) **Applicable Law and Venue.** The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Peoria, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

(b) **Rights and Remedies are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

(c) **Specific Performance as Exclusive Remedy.** Subject to GID's right to terminate this Agreement in accordance with Section 5, GID's exclusive remedy for an uncured City breach of this Agreement is to institute an action for specific performance of the terms of this Agreement, and in no event shall GID have the right, and GID expressly waives the right to seek monetary damages of any kind (including but not limited to actual damages, economic damages, consequential damages, or lost profits) from the City in the event of a default by the City under this Agreement or any action related to this Agreement.

(d) **Indemnity.** GID shall indemnify, protect, defend, and hold harmless the City, and its officials, officers, employees, representatives, and agents (collectively, "Indemnified Parties") from and against any and all challenges to this Agreement, and any and all losses, liabilities, damages, claims or costs (including reasonable attorneys' fees) (collectively, the "Losses") arising from the negligent acts, errors, or omissions and

willful misconduct with respect of the obligations of GID, its officers, employees, representatives, members, and agents hereunder or the Project, excluding any such Losses arising from the negligent acts, errors, or omissions and willful misconduct of the City. This indemnity obligation in connection with events occurring prior to the termination of this Agreement shall survive the termination of this Agreement.

(e) **Notices, Demands, and Communications Between the Parties.** All notices, demands, and communications between the Parties under this Agreement shall be given either by (i) personal service, (ii) delivery by a reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (iii) facsimile or email with a hard copy sent by United States mail; or (iv) by mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to:

To City:
City Manager
City of Peoria
8401 W. Monroe Street
Peoria, Arizona 85345

With a copy to
Economic Development Services Director
City of Peoria
9875 N. 85th Avenue
Peoria, Arizona 85345

With a copy to:
City Attorney
City of Peoria
PO Box 4038
Peoria, Arizona 85380-4038

To GID: Genome Identification Corp
 7109 W. Windrose Dr.
 Peoria, Arizona 85381

Notices personally delivered, sent by fax or email with a confirmation by United States mail or delivered by document delivery service shall be deemed effective on the second business day following deposit in the United States mail. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate by mail.

(f) **Nonliability of City Officials and Employees.** No elected official, officer, employee, agent, or contractor of the City shall be personally liable to GID in the event



of any default or breach by the City or for any amount, which may become due to GID on any obligations under the terms of this Agreement.

(g) Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The part and paragraph headings used in this Agreement are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

(h) Entire Agreement, Waivers, and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and GID.

(i) Counterparts; Signatures. This Agreement may be executed in counterparts, each of which, after all the Parties hereto have signed this Agreement, shall be deemed to be an original, and such counterparts shall constitute one and the same instrument. Facsimile or electronically scanned signatures shall have the same force and effect as original signatures.

(j) Successors. This Agreement shall be binding upon and shall inure to the benefit of the permitted successors of each of the Parties hereto.

(k) Severability. In the event any section or portion of this Agreement shall be held, found, or determined to be unenforceable or invalid for any reason whatsoever, the remaining provisions shall remain in effect, and the Parties hereto shall take further actions as may be reasonably necessary and available to them to effectuate the intent of the Parties as to all provisions set forth in this Agreement.

(l) Time is of the Essence. Time is of the essence for each of the Parties' obligations under this Agreement.

(m) Recitals. The recitals set forth above are incorporated herein by this reference.

(n) Attorneys' Fees. The prevailing Party or Parties in any action to enforce this Agreement shall be entitled to recover reasonable attorneys' fees and costs from the other Party or Parties (including fees and costs in any subsequent action or proceeding to enforce any judgment entered pursuant to an action on this Agreement).



(o) No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and GID. No other person shall have any right of action or claim under or by reason of this Agreement.

(p) No Partnership or Joint Venture. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

IN WITNESS WHEREOF, the City and GID have executed this Agreement through their representatives duly authorized to execute this document and bind their respective entities to the terms and obligations contained in this Agreement on the Effective Date.

GENOME IDENTIFICATION CORP:



Its: Chief Executive Officer

THE CITY OF PEORIA:

Carl Swenson, City Manager

ATTEST:

Rhonda Germinisky, Interim City Clerk

APPROVED AS TO FORM:

Stephen M. Kemp, City Attorney

GENOME IDENTIFICATION CORP. JOB CREATION

PERSONNEL	Base Salary Increased 4%/Yr	Education Level	No. of Staff at Opening	Year 1		Year 2		Year 3		Total	
				FTE	Payroll	FTE	Payroll	FTE	Payroll	FTE	Payroll
General and Administrative Personnel											
CEO/CFO	\$190,000	MBA	1.00	1.00	\$190,000	1.00	\$197,600	1.00	\$205,504	1.00	\$593,104
COO/CTO	\$190,000	Ph.D.	1.00	1.00	\$190,000	1.00	\$197,600	1.00	\$205,504	1.00	\$593,104
CFO	\$150,000	MBA		1.00	\$12,500	1.00	\$156,000	1.00	\$162,240	1.00	\$330,740
Controller	\$60,000	Masters		1.00	\$45,000	1.00	\$62,400	1.00	\$64,896	1.00	\$172,296
Programmer	\$65,000	B.S.	1.00	1.00	\$65,000	1.00	\$67,600	1.00	\$70,304	1.00	\$202,904
Accounting Assistant	\$41,000	B.S.		0.25	\$5,125	0.25	\$10,660	0.25	\$11,086	0.25	\$26,871
Evidence Custodian-Level 1/Customer Service Rep.	\$42,000	B.S.		0.00	\$0	1.00	\$3,640	1.00	\$45,427	1.00	\$49,067
Admin Assist.	\$36,000	B.S.		0.00	\$0	1.00	\$37,440	1.00	\$38,938	1.00	\$76,378
Sub Total			3.00	5.25	\$507,625	7.25	\$732,940	7.25	\$803,899	7.25	\$2,044,464
Production Personnel (Cost of Sales)											
Technical Leader	\$90,000	Masters		1.00	\$52,500	1.00	\$93,600	1.00	\$97,344	1.00	\$243,444
Research Director	\$150,000	Ph.D.		0.00	\$0	1.00	\$91,000	1.00	\$162,240	1.00	\$253,240
DNA Analyst-Level 1	\$41,520	B.S.	1.00	1.00	\$41,520	1.00	\$43,181	1.00	\$44,908	1.00	\$129,609
DNA Analyst-Level 2	\$50,000	Masters	1.00	1.00	\$50,000	1.00	\$52,000	1.00	\$54,080	1.00	\$156,080
DNA Analyst-Level 3	\$65,000	Masters		1.00	\$21,667	1.00	\$67,600	1.00	\$70,304	1.00	\$159,571
DNA Analyst-Additional Staff Based on Volume Cases	\$42,000	Masters		0.00	\$0	1.00	\$28,000	8.00	\$231,000	8.00	\$259,000
Quality Control Officer	\$75,000	B.S.	1.00	1.00	\$75,000	1.00	\$78,000	1.00	\$81,120	1.00	\$234,120
QA Assistant	\$41,000	B.S.		0.25	\$5,125	0.25	\$10,250	0.25	\$10,250	0.25	\$25,625
Subtotal			3.00	5.25	\$245,812	7.25	\$463,631	14.25	\$751,246	14.25	\$1,460,688
Sales and Marketing Personnel											
VP Marketing & Sales	\$150,000	MBA/Masters		1.00	\$125,000	1.00	\$156,000	1.00	\$162,240	1.00	\$443,240
Channel Co-Marketing	\$100,000	Masters/B.S.		0.00	\$0	1.00	\$104,000	1.00	\$108,160	1.00	\$212,160
Subtotal			0.00	1.00	\$125,000	2.00	\$260,000	2.00	\$270,400	2.00	\$655,400
TOTAL SALARIES & WAGES			6.00	11.50	\$878,437	16.50	\$1,456,571	23.50	\$1,825,545	23.50	\$4,160,553
Average Compensation Per FTE Year					\$76,386		\$88,277		\$77,683		\$177,045



Forensic Technology Project Economic and Revenue Impact

Project Specifications

Lease Cost:	\$140,000-\$160,000 annually
Capital Investment:	\$212,351
Facility Size:	7,000 SF
Jobs:	11.5 in year one, 23.5 in year 3
Average wage:	\$75,000+

Economic and Revenue Impact to City of Peoria

10-Year Economic Impact

- 23.5 direct jobs.
- \$22.7 M in direct and indirect personal income.
- \$45.3 M in direct and indirect economic output.

10-Year Revenue Impact

- \$5.1 M in direct revenue
- \$155,366 in indirect revenue
- \$5.3 M in total revenue

Direct Revenue Impact

Year	Direct Tax Revenue	Cumulative Revenue
1	\$507,921	\$507,921
2	\$508,772	\$1,016,693
3	\$517,760	\$1,534,453
4	\$517,657	\$2,052,110
5	\$517,545	\$2,569,655
6	\$517,545	\$3,087,200
7	\$517,766	\$3,604,966
8	\$517,766	\$4,122,732
9	\$517,766	\$4,640,498
10	\$517,766	\$5,158,264

GENOME IDENTIFICATION CORP - CAPITAL EXPENDITURES

Item	Total Year 1	Total Year 2	Total Year 3	Grand Total
Furniture & Fixtures	\$72,800	\$6,150	\$13,950	\$92,900
Added/Replacement FF&E	\$0	\$7,280	\$7,280	\$14,560
Total Furniture & Fixtures Cumulative Total	\$72,800	\$13,430	\$21,230	\$107,460
Computer & Software	\$29,700	\$0	\$0	\$29,700
Added/Replacement Computer & Software	\$0	\$5,940	\$5,940	\$11,880
Total Computer & Software Cumulative Total	\$29,700	\$5,940	\$5,940	\$41,580
Lab Equipment	\$198,730	\$0	\$0	\$198,730
Added/Replacement Lab Equipment	\$0	\$9,937	\$9,937	\$19,873
Total Lab Equipment Cumulative Total	\$198,730	\$9,937	\$9,937	\$218,603
Total Asset Purchases/Leasehold Improv.	\$301,230	\$29,307	\$37,107	\$367,643

**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 16R

Date Prepared: October 9, 2012

Council Meeting Date: October 23, 2012

TO: Carl Swenson, City Manager

FROM: Scott Whyte, Economic Development Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: City Council authorization to enter into a Memorandum of Understanding (MOU) with Peoria Sports Park, LLC

Purpose:

This is a request for the City Council to approve a Memorandum of Understanding (MOU) with Peoria Sports Park (PSP), LLC to redevelop the 17-acre parking lot west of the Peoria Sports Complex into an entertainment destination that will offer formal and informal entertainment opportunities.

Background/Summary:

Peoria Sports Park, LLC has an executed ENA with the City of Peoria, which provides the freedom to explore this redevelopment opportunity in depth, and to negotiate a public/private partnership for the financing, acquisition, development and operation of the project.

The purpose of the MOU is to set forth the general understanding of the basic terms and conditions of the Ground Lease and Purchase Option Agreement for the lease and development of the Project Parcel. In addition, the MOU provides guiding principles for more detailed negotiations that may lead to a package of agreements including:

- Ground Lease
- Development Agreement
- Master Signage Agreement
- Parking Garage Use and Development Agreement

Pursuant to the terms and conditions of the future Development Agreement, PSP will be required to meet certain obligations including tenant and financing commitments, as well as supplying the city with project-related financial documentation for economic analysis, and legal and financial analysis for the potential development of the city-owned parking garage to support this redevelopment project.

Tenant and Financial Commitments

To proceed with construction of the parking garage(s) and other portions of the Project, PSP must provide the City documentation satisfying developer performance measures. The following stipulations will pertain to provisions contained in the development agreement:

1. At least 80% of the Project retail, restaurant and entertainment space must be absorbed with executed leases
2. An unconditional commitment from PSP's construction lender to lend funds to construct the project
3. An equity commitment to leverage PSP's construction loan
4. If PSP's residential and hotel assets will be financed separately from the balance of the Project, then the information described in sections 2 and 3 above for those assets.

City Parking Garage Development

The city is pursuing further discussions with the Teams on the location, size and height of the parking garage and upon their agreement on the ultimate location of the garage, a Parking Garage Use and Development Agreement will be developed for Council approval.

Project Technical Studies and Zoning

As part of evaluating the technical impacts of the proposed project, several technical studies were completed by PSP and reviewed by city staff including a:

- Traffic Impact Analysis
- Parking Study
- Planned Area Development (PAD) Amendment

City staff is also pursuing the P83 public improvements through the Engineering Department's DCR process:

- Project kick-off meeting was held on July 26, 2012
- Preliminary cost estimates by November 2012
- Preferred DCR scheduled for completion January 2013
- Final DCR scheduled for completion April 2013

Previous Actions:

An Exclusive Negotiating Agreement (ENA) between the City and Osage West, LLC was approved by the City Council on March 22, 2011. A request to extend the ENA for another year was approved by the City Council on February 8, 2012.

Options:

A: Approve the request to enter into an MOU with Peoria Sports Park, LLC. This action will continue progress on the mixed-use redevelopment project.

B: Reject the request to enter into an MOU with Peoria Sports Park, LLC. This action will terminate the project.

Staff's Recommendation:

Authorize the City Manager to enter into a Memorandum of Understanding with Peoria Sports Park, LLC for development of the mixed-use redevelopment project.

Fiscal Analysis:

There is no fiscal impact at this time.

Exhibits:

Exhibit A: MOU

Contact Name and Number: Dina Green, 623-773-7781

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "Memorandum"), dated _____, 2012, is by and between PEORIA SPORTS PARK, LLC, an Arizona limited liability company (the "PSP"), and CITY OF PEORIA, ARIZONA, a municipal corporation of the State of Arizona (the "City"). The City and PSP may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

A. City is the owner of certain real property with surface parking improvements consisting of approximately seventeen and one half (17.5) acres located south of Bell Road adjacent to 83rd Avenue and Mariner Way in Peoria, Arizona along with all easement, water, signage, and parking rights appurtenant thereto (identified herein and on the attached **Exhibit A** map as the "Project Parcel/Preliminary Site Plan") located within the City's Peoria Eighty-Three (P83) Entertainment District (identified on the attached **Exhibit B** map as the "Map of District and Project Location").

B. On December 7, 2010 City issued a Request for Proposal (P11-0039) ("RFP") soliciting detailed proposals for the redevelopment of all the Project Parcel at the Peoria Sports Complex (the "Project").

C. On January 14, 2011 PSP (then under the corporate name "Osage West, LLC," which was changed on May 2, 2012 to "PSP") submitted to City a detailed Proposal in response to the Request for Proposal, and PSP was the only entity to submit a Proposal.

D. On March 29, 2011 City and PSP entered into an Exclusive Negotiating Agreement for Redevelopment of the Peoria Sports Complex Parking Areas ("ENA") so that the Parties would have a period of time to exclusively negotiate with each other in good faith for the purpose of forming a public/private partnership for the financing, development, and operation of the Project.

E. On February 8, 2012 City and PSP entered into an Extension of Exclusive Negotiation Agreement for Redevelopment of the Peoria Sports Complex Parking Areas extending the Term of the ENA until March 28, 2013.

F. Subsequent to the name change to "PSP" in May of 2012, Managing Member Michael Oliver added Jared Chandler and the Chandler Hotel Group to the PSP team. As part of the City's due diligence concerning PSP, the City has researched and confirmed that no lawsuits presently exist against Michael Oliver (personally), Jared Chandler (personally), Chandler Hotel Group (corporate), and Peoria Sports Park, L.L.C. (corporate).

G. PSP and the City are entering into this Memorandum to set forth their general understanding of the basic terms and conditions of the Project negotiations which have occurred under the ENA, for the redevelopment of the Project Parcel pursuant to the City RFP. PSP and the City acknowledge that this Memorandum is entered into in contemplation of, and in order to

provide guiding principles for, more detailed negotiations that may lead to legally enforceable contractual commitments, including potentially a package of agreements listed in Recital II below.

H. The Parties anticipate that definitive contract documents may include a Ground Lease and Purchase Option Agreement ("Ground Lease") (with provisions addressing the Government Property Lease Excise Tax ("GPLET"), A.R.S. §§ 42-6201, et seq., as applicable), a Development Agreement, a Parking Facility Development and Use Agreement (including the Parking Garage(s) and Surface Parking Lots, collectively the "Parking Facilities"), a Master Signage Agreement, CC&R's and related Property Owner Association documents for the management of the uses within the Project, easements for infrastructure, and the use of the on-site water well (if any), and the Parking Facilities. Collectively these documents will memorialize the understanding of the Parties pursuant to the City's lease of a portion of the Project Parcel to PSP (the "Lease Parcel") authorizing PSP to develop, operate and maintain a mixed use commercial development on the Lease Parcel, PSP's obligation to pay rent to the City, PSP's authorization to construct, landscape, maintain and use the Parking Facilities and PSP's authorization to construct, operate and maintain Signage to the extent authorized under the RFP and ENA. The term "Signage" as used in this MOU includes static, digital and wireless components. Prior to entering in the Development Agreement, the City will complete, using an independent firm, an economic analysis of the deal points agreed to by the Parties, including the City contributions.

I. The Parties understand and agree that PSP's initiation of Project development on the Leased Parcel is conditioned upon the following being completed prior to any work proceeding:

1. City Council approval of this Memorandum.
2. City Council approval of the Ground Lease.
3. Completion of an economic analysis for the Project and the City Parking Garage(s) construction.
4. City Council approval of a Development Agreement, including a Parking Facilities Development and Use Agreement and Master Signage Agreement.
5. PSP satisfying the Tenant and Project Financing Commitments pursuant to Section 1(a) of this Memorandum.
6. City Council approval of any documents needed for the issuance of City debt for the design and construction of the Parking Garage(s).
7. City Council approval for implementation of the District identity, place-making and pedestrian connectivity improvements per the existing Design Concept Report process underway.

The Parties acknowledge that the various agreements and documents identified above must be entered into by the Parties before the City can pursue the issuance of any City debt for the construction of the Parking Garage(s) and related improvements. As a result, the Parties agree to make reasonable best efforts to finalize all of the necessary agreements after entering into this Memorandum.

NOW, THEREFORE, the Parties agree to enter into this Memorandum of Understanding as follows:

UNDERSTANDINGS

1. **PROJECT PREPARATION**

(a) **Tenant and Project Financing Commitments.**

In order to proceed with construction of the Parking Garage(s), the hotel and the retail portion of the Project, PSP must provide to the City documentation satisfying all of the following developer performance measures (“Tenant and Project Financing Commitments”):

(i) At least eighty percent (80%) of Phase 2 of the project retail, restaurant, and entertainment space must be absorbed, as evidenced by executed contingent leases, with the only contingency being construction of the Parking Garage(s). In the event PSP obtains written, unconditional approval from a viable construction lender to provide construction financing for the entirety of the Project (Phases 1 and 2), except for that portion of the Project devoted to multi-family housing (Phase 3), and upon City review of the construction lender’s due diligence and underwriting package, the City agrees to accept executed contingent leases, with the only contingency being construction of the Parking Garage(s), absorbing no less than 60% of Phase 2 of the Project retail, entertainment, and restaurant space, as well as 100% of the Phase 1 hotel space. As part of the City accepting 60% contingent executed leases for the Phase 2 retail, restaurant and entertainment space in the Project, PSP must establish that 100% of the City approved anchor tenants are included in the 60% space absorption threshold.

(ii) An unconditional written commitment from PSP’s construction lender to lend the funds necessary to construct Phase 2 of the Project.

(iii) An equity commitment to leverage PSP’s construction loan.

(iv) If PSP’s residential and hotel assets will be financed separately from the balance of the Project, then the information described in Subsections (ii) and (iii) for those assets.

(v) To the extent permitted by PSP’s construction lender, PSP agrees to provide the City a copy of its construction lender’s due diligence and underwriting package for

the Project construction loan for the purpose of assessing the degree of additional documentation and information needed to assess the likely success of the Project going forward.

(b) City Parking Facilities Development.

(i) Parking Garage(s) and Surface Parking Lot(s)

City intends to own one or more Parking Garage(s) to accommodate 1,930+/- spaces within the Project Parcel to serve both the Peoria Sports Complex uses and Project. PSP will be responsible, at its cost, for the construction and maintenance of all surface parking lots within the Project (currently estimated to provide 374 spaces). The preliminary cost estimate for designing and constructing the Parking Garage(s) is approximately \$30,000,000. The Parties agree to work together in good faith and perform additional analysis to refine and update this cost figure. The Parties intend to enter into a Parking Facilities Development and Use Agreement whereby the City will (1) contract with PSP to design and construct one or more Parking Garage(s), (2) design and construct the Surface Parking Lot(s), and (3) if necessary, convey easement/license rights to PSP to access and use the Parking Facilities for the benefit of the Project. Under the contract the Parking Garage(s) would be constructed by PSP for a not-to-exceed fee to be set by the Parties after the Garage(s) have been designed and a final construction cost contract is established by PSP. Upon completion of construction, the City will own the Parking Facilities. The Parking Facilities Development and Use Agreement will also address the post-construction management, operation, and maintenance of the Parking Facilities. PSP and the City agree to research and analyze the viability of constructing solar panels on shade structures constructed on the top parking level of the Parking Garage(s) and in the surface parking lot, which may be in partnership with the Seattle Mariners Baseball Club and/or San Diego Padres.

(ii) Parking Garage Financing.

The City is prepared to pay approximately \$30,000,000 for the cost of constructing a number of parking spaces in the Parking Garage(s) which are equivalent to the number of parking spaces currently within the Project Parcel. Depending on the location of the Parking Garage(s) on the final Site Plan and the number of parking spaces planned for the Parking Garage(s), PSP may need to add or reserve a specific number of parking spaces in the Parking Garage(s) for the exclusive use of the Project. In the event that PSP does desire to add or reserve a designated number of parking spaces for the Project, PSP shall pay an amount calculated by the total Parking Garage(s) construction cost ÷ total number of parking spaces x the number of reserved spaces for PSP = PSP cost towards the cost to construct the Parking Garage(s). If PSP desires to add or modify design elements to the Parking Garage(s) (and the City approves of such design changes), PSP shall be responsible for paying for all such additional costs. The City will determine the best source(s) of funding for its share of the Parking Garage design and construction costs. As such, it may issue Municipal Development Authority (MDA) bonds backed by all City excise taxes. When the Parking Garage(s) design is completed, if the total construction cost of the Parking Garage(s), minus any funds contributed by PSP for Project purposes, is greater than the amount of available City funding, the Parties agree to meet in good

faith to attempt to resolve the issue. If the issue cannot be resolved, the agreements will contain remedy provisions outlining the process by which the Parties may terminate the agreements.

(iii) Design and Construction.

Pursuant to the Parking Facilities Development and Use Agreement the Parties will enter into an agreement whereby PSP will design and build the Parking Garage(s). The Parties will designate representatives who will be extensively involved in all design and preconstruction activities. The Parties will choose different design elements and ideas, different construction elements and methods, as well as different improvements and finishes, etc. to ensure the Parking Garage(s) conform to the design elements of the mixed use project and the Sports Complex structures and improvements. All aspects of the Parking Garage(s) design will be subject to the approval of both Parties, both prior to bidding and throughout construction, including all change orders. PSP must follow all applicable State laws regarding public bidding, procurement, design, and construction.

(iv) Construction Schedule

PSP agrees to begin construction of the Parking Garage(s) at such time as (1) PSP obtains the necessary Tenant and Project Financing Commitments, (2) all final legal agreements are in place between the City and PSP, and (3) the City obtains the concurrence of the Seattle Mariners and San Diego Padres of the location, size, and design (including ingress and egress) of any applicable Parking Garage(s). The Parties acknowledge and agree that time is of the essence. The goal of the Parties is that construction of the Parking Garage(s) will begin no earlier than April 15, 2013 and be completed no later than February 15, 2014. The parties jointly will develop a timeline and will use their reasonable best efforts to meet the timeline for completion of the entitlement, contract drafting and negotiation and construction processes. At the time of entering into the Development Agreement, the Parties should be able to establish a firm construction schedule. Both Parties acknowledge that other construction activities will be taking place in the Peoria Sports Complex (the remodeling of two baseball clubhouses and the stadium) that will need to be coordinated in order to obtain the timely completion of the Project. The Parking Facilities Development and Use Agreement will include a liquidated damages provision imposing appropriate penalties upon PSP if it begins construction but then fails to complete the Parking Garage(s) by the beginning of any Spring Training season on February 15th. In the event the Parties are unable to begin construction in time to complete construction of the Project prior to February 15, 2014, the Parties agree to work together in good faith to establish a revised construction schedule and with a goal of constructing the Project between April 15, 2014 and February 15, 2015.

(c) Technical Studies and Project Zoning.

In addition to the foregoing, and in support of the RFP and ENA, the following technical studies and Project zoning activities have occurred:

(i) Traffic Study.

PSP has completed, and City staff has reviewed, the initial Traffic Impact Analysis (“TIA”). Upon full build out, the proposed development is expected to add approximately 20,570 new trips with 1,460 occurring in the AM peak hour, and 940 occurring in the PM peak hour. The TIA indicates that the intersections along the 83rd Avenue corridor are predicted to operate at acceptable Level of Service D, or better. Some individual approaches of these intersections are predicted to experience poor levels of service; however, they can be improved by small adjustments to the signal timings.

The progression analysis concludes that the PM traffic along this corridor is expected to experience slightly lower speeds and increased delays in the future years. Additional traffic from events at the Peoria Sports Complex will have an impact on 83rd Avenue traffic by increasing travel time between Skunk Creek and Bell Rd.

(ii) Parking Study.

PSP has completed, and City staff has reviewed, a Project Parking Study (“Parking Study”). As part of assessing Project parking impacts, the Parking Study was completed to determine the maximum parking usage during high-demand daytime and nighttime Spring Training games on weekends and identify an appropriate standard to apply to the Project to ensure adequate capacity. It is required that the Project fully replace any stadium surface parking which it disrupts. The proposed Parking Garage(s) (1,930+/- spaces) will accommodate all of the affected surface parking spaces and provide adequate parking for the Project. The Parking Study concludes that 85% to 90% parking space utilization should be expected on days with maximum parking demand, which is consistent with numerous similar mixed use entertainment areas around the country. City staff agrees with the Parking Study’s conclusions and shared parking solution.

(iii) Design Concept Report.

As part of the City advancing the principals of the adopted Sports Complex Urban Design Plan, the City has completed conceptual place-making and pedestrian orientation designs for the District and is now in the Design Concept Report process. The P83 Design Concept Report (DCR) process to transition from conceptual designs to engineered designs, alternatives and costs estimates is underway.

- Project kick-off meeting was held July 25, 2012
- Preliminary cost estimates are due by November 2012
- Preferred DCR scheduled for completion January 2013
- Final DCR scheduled for completion April 2013
- An objective of completing construction of appropriate portions of the DCR at the City’s discretion on or before September 2014

(iv) **Minor Planned Area Development Amendment.**

As part of the District, the underlying Planned Area Development (“PAD”) zoning regulations must be amended to accommodate the urban, pedestrian-friendly, quality-designed development desired for the Project. City staff has been working closely with the design team to craft regulations which speak to these needs while preserving the interests of the two baseball teams. The regulations will specify high-quality materials, pedestrian connectivity, exciting and dynamic signage and a variety of retail, dining, entertainment, lodging, convention, and residential uses. The PAD will promote multi-story, dense development that will begin the transition of the district from a suburban shopping and dining area to the vibrant district envisioned by the Peoria Sports Complex Urban Design Plan and the P83 identity plan. The draft regulations are expected to be complete in the fall of 2012.

The Minor PAD amendment was not subject to a protest within the applicable window pursuant to Section 14-33-4.E.2 of the City of Peoria Zoning Ordinance and is therefore an administrative review which does not require action by the City Council or Planning and Zoning Commission.

(v) **Technical Studies are Public Records.**

PSP and the City each have prepared and will continue to prepare (internally or through the use of consultants) various technical studies in furtherance of the investigation and analysis of the potential development of the Project. The Parties agree that such studies are Public Records that may be used by either Party for any future purpose.

(vi) **Economic Analysis.**

Prior to the Parties entering into the Development Agreement, an economic analysis by a City-commissioned third party consultant will be required. PSP will be required to submit the following documents as part of the economic analysis:

- Final tenant mix matrix.
- Executed Letters of Intent absorbing eighty percent (80%) of the retail, restaurant and entertainment space of the Project.
- Final development program and structure for the hotel and residential portions of the Project.
- Project construction pro forma.
- Parking Garage(s) construction pro forma.
- Project operating pro forma.
- Project as-built appraisal.

2. **Agreements and Understandings.**

(a) **Development Agreement.**

The Parties intend to draft and enter into a Development Agreement in compliance with the provisions of A.R.S. § 9-500.05, whereby the City would, among other things, contract with PSP to ground lease, plan, develop and construct the Project, to design and construct, or cause to be designed and constructed, the Parking Garage(s) and the Surface Parking Lot(s), and to construct, operate and maintain Signage to the extent authorized under the RFP and ENA. The Development Agreement will provide authorizations for PSP to conduct its work, as may be necessary, on adjacent City owned property and in the City's rights of way. It will address the process and procedures for the Parties to identify and share the costs of any necessary street and infrastructure needs of the Project. In order to enter into a Development Agreement, the Parties must agree on a Project Site Plan with a location and design of the Parking Garage(s) acceptable to all affected third parties (such as the baseball teams and potentially the Alter Group), PSP must submit to the City and the City approve a new market study (providing PSP's rent rolls, CAM charges, costs per square foot, and other relevant information), and the City must complete an economic analysis of the benefits and costs of the Project to the City.

(b) Ground Lease.

The Parties intend to enter into a Ground Lease in which the City would lease to PSP the Lease Parcel permitting PSP to develop a mixed use development that will include hotel, commercial, retail and multi-family uses. The Ground Lease would be for an initial term of 50 years with two 24.5 year extension options triggered by mutual agreement of the Parties. PSP would pay rent to the City based on an agreed upon percentage of the appraised value of the Lease Parcel. The Ground Lease may contain GPLET provisions providing property tax relief to PSP during the Lease term as authorized by State law. PSP would have the right to mortgage its leasehold interest so long as all Ground Lease terms continue to apply, but the City's fee simple interest in the land could not be encumbered or be subordinated to the lease or the lenders. The Project Parcel may be partitioned into no more than four (4) separate parcels. Three of those parcels would be located on the Lease Parcel covering the hotel, retail and multi-family portions of the Project, and the fourth parcel would be located on the lands the City retains within the Project Parcel. The Lessee would have an option to purchase all or portions of the Lease Parcel as well as a Right of First Refusal in the event the City was to elect to sell all or a portion of the Lease Parcel.

(c) Master Signage Agreement.

The Parties intend to enter into a Master Signage Agreement permitting PSP to construct, operate and maintain Signage to the extent authorized under the RFP and ENA. Signage within the Project Parcel will be addressed separately in the Ground Lease. Any Signage providers must be approved by the City, which may not unreasonably be delayed or withheld. Wireless signage is intended to broadcast information to the patrons of the District in the form of digital communication to all wireless devices in or near the District. A portion of all Signage may be used to communicate specifically with users of the Peoria Sports Complex for City events and to support promotion and advertising related to such events, including Spring Training baseball. The Parties agree to work in good faith to determine how Signage opportunities will be

coordinated and addressed in relation to the Stadium's advertising, sponsorship, and marketing programs. All Signage shall comply with content standards provided by the City.

(d) Easements and Licenses; Potential Water Use.

The City intends to convey to PSP those certain easement or license rights necessary to support the development and operation of the Project, including easements for PSP to locate, construct and maintain, or cause to be located, constructed and maintained, all necessary City infrastructure, public and private utilities. In addition, subject to further research and discussion among the Parties, it is possible that the Parties may agree that the City will convey to PSP an easement to access the on-site water well and use water therefrom within the Project Parcel (which would need to comply with all applicable laws and Peoria City Code provisions, including potentially those addressing Non-Potable Water Service, Sections 25-68 *et seq.* and the City's adopted non-potable water rate). PSP is willing to bear the cost of the necessary water system improvements and the electricity to pump and deliver the water.

(e) Covenants, Conditions and Restrictions (CC&R's).

The Parties intend to draft and record against the Project Parcel a set of CC&R's that will set forth and regulate the approved land uses, to manage and direct the design and development, and to manage and maintain the Project area in order to promote its orderly development, maintenance, preservation, use and enjoyment.

(f) Site Plan.

The Site Plan reflects the proposed mixture of uses within the Project. The uses include a full service boutique Hilton Hotel with between 155 to 175 rooms and with 15-25 thousand square feet of conference room space (See example exhibit of Potential Hotel Design attached hereto as **Exhibit C**), a retail component of approximately 215,000 square feet, a multi-family development of approximately 110 units, and a parking garage for 1,930+/- spaces. A copy of the preliminary Project Site Plan (which the Parties understand will change before it is finalized) is attached hereto as **Exhibit A**. A copy of the Preliminary Construction Cost Pro Forma is attached hereto as **Exhibit D**.

(g) Design and Architecture.

PSP will design and construct the Project. The Parties will designate representatives who will be extensively involved in all design and preconstruction activities. PSP will choose different design elements and ideas, different construction elements and methods, as well as different improvements and finishes, etc. to ensure the Project conforms to the design elements of the Sports Complex structures and improvements and the Parking Garage(s). PSP's designs for the Project must comply with the City's approved Urban Design Plans for the District and will be processed through the Site Plan Review process for the City's approval, which will not unreasonably be delayed or withheld.

(h) Parking Facilities.

The Parties intend to draft and enter into a Parking Facilities Development and Use Agreement whereby the City would contract with PSP to develop, construct and landscape, or cause to be developed, constructed and landscaped:

- The Parking Garage(s),
- The Surface Parking Lot(s)

and convey the necessary easement or license rights authorizing PSP to access and use these Parking Facilities for the benefit of the Project. It is intended that the Parking Facilities will be shared by the Project and the Spring Training Baseball Games but the Parties agree to work together to ensure that nothing hinders the City's use of the Parking Facilities for Spring Training Baseball Games and other events held at the Peoria Sports Complex by the City or by entities under contract with the City.

(i) Compliance with Baseball Agreements.

The City has provided to PSP three agreements that the City recently entered into with the Seattle Mariners and San Diego Padres concerning their continued use of the Peoria Sports Complex for Spring Training baseball and other baseball uses throughout the year ("Baseball Team Agreements"). The Baseball Team Agreements are comprised of an Improvements Agreement among the City and both teams (effective June 19, 2012) and two substantively-identical Use Agreements between the City and each of the teams (Mariners: effective June 19, 2012 and Padres: effective June 29, 2012). The Baseball Team Agreements include provisions (Sections 4.1 and 4.2 of the Improvements Agreement and Section 7 of the Use Agreements) relating to development of the Peoria Sports Complex, including the Project Parcel. PSP has reviewed the Baseball Team Agreements generally and the cited provisions specifically, and PSP acknowledges and agrees that the Project as it moves forward is required to comply with the Baseball Team Agreements.

IN WITNESS WHEREOF, the Parties have executed this Memorandum as of the date first above written.

PEORIA SPORTS PARK LLC, an Arizona limited liability company

By: 
Name: Michael Oliver
Title: Managing Member

CITY OF PEORIA, ARIZONA a municipal
corporation of the State of Arizona

By: _____
Name: _____
Title: _____

Attest:

City Clerk

Approved as to Form:

City Attorney

List of Exhibits

- Exhibit A - Project Parcel/Preliminary Site Plan
- Exhibit B - Map of District and Project Location
- Exhibit C - Potential Hotel Design
- Exhibit D - Preliminary Construction Cost Pro Forma

Exhibit A
Project Parcel/Preliminary Site Plan

Exhibit B
Map of District and Project Location



THE PEORIAN @
THE SPORTS COMPLEX
PEORIA, AZ.
PREPARED FOR PEORIA SPORTS PARK, LLC.

DRAFT
NOT
FOR
CONSTRUCTION



NO PORTION OF THIS PLAN OR THESE MAPS MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN CONSENT OF THE PROJECT ARCHITECT. ANY REPRODUCTION OR TRANSMISSION IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN CONSENT OF THE PROJECT ARCHITECT, IS PROHIBITED. THE PROJECT ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED TO THE PUBLIC BY THE ARCHITECT. © 2012 PEORIA SPORTS PARK, LLC.

DATE: 09-27-2012 SCALE: 1" = 300'-0"
SHEET NUMBER: 1

ENTERTAINMENT DISTRICT PLAN

Exhibit C
Potential Hotel Design

Hotel Indigo

San Diego, California



**Hensel Phelps
Construction Co.**

Exhibit D
Preliminary Construction Cost Pro Forma

The Peorian @ The Sports Complex
Preliminary Cost Model Estimate

Concept Master Plan				Building Areas/Unit Cost			Parking Analysis			
ITEM	Keys	Net SF/Key	Gross SF/Key	AREA	UNIT COST	TOTAL	Area	Stalls	SF/Stall	U.P./Stall
Lobby Level - (Core & Shell)				30,000	GSF	\$120.00	\$3,600,000			
Conf/Mtg Rooms Level 1 - (Core & Shell)				20,000	GSF	\$120.00	\$2,400,000			
Level 2 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	\$110.00	\$1,760,000			
Level 3 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	\$110.00	\$1,760,000			
Level 4 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	\$110.00	\$1,760,000			
Level 5 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	\$110.00	\$1,760,000			
Level 6 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	\$110.00	\$1,760,000			
Level 7 - Guestrooms (Core & Shell)	26	462	615	16,000	GSF	\$110.00	\$1,760,000			
Level 8 - Guestroom Suites (Core & Shell)	19	632	842	16,000	GSF	\$110.00	\$1,760,000			
Level 9 - Rooftop Bar (Core & Shell)				7,000	GSF	\$110.00	\$770,000			
Interior Finishes (Public Spaces & BOH)			0.80	40,000	GSF	\$80.00	\$3,200,000			
Interior Finishes (Guestrooms)			0.75	84,000	GSF	\$60.00	\$5,040,000			
Interior Finishes (Rooftop Bar)			0.85	5,950	GSF	\$150.00	\$892,500			
FF&E/OS&E Allowance							w/ Hotel Dev			
Totals	175		966	169,000	GSF	\$167.00	\$28,222,500			
Total Cost / Key							\$161,271			
Hotel - Underground Parking										
Parking Level P1				30,000	GSF	\$55.00	\$1,650,000	30,000	85	353
Parking Level P2				30,000	GSF	\$55.00	\$1,650,000	30,000	85	353
Totals				60,000	GSF	\$55.00	\$3,300,000	60,000	170	
Total Cost / Stall							\$19,412			
Multi Family Residential										
(SF/Unit assumes 87% Eff. Factor)			0.85							
Level 1 - Parking Access / Misc.	8		2,125	20,000	GSF	\$110.00	\$2,200,000			
Level 2 - Residential Units (Core & Shell)	24		1,240	35,000	GSF	\$110.00	\$3,850,000			
Level 3 - Residential Units (Core & Shell)	22		1,352	35,000	GSF	\$110.00	\$3,850,000			
Level 4 - Residential Units (Core & Shell)	22		1,159	30,000	GSF	\$110.00	\$3,300,000			
Level 5 - Residential Units (Core & Shell)	20		1,063	25,000	GSF	\$110.00	\$2,750,000			
Level 6 - Residential Units (Core & Shell)	14		1,214	20,000	GSF	\$110.00	\$2,200,000			
Interior Finishes (Residential Net Area)				140,250	GSF	\$65.00	\$9,116,250			
Add for Pool / Misc. Site Amenities				1	LSUM	\$500,000	\$500,000			
Totals	110			165,000	GSF	\$168.28	\$27,766,250			
							\$252,420			
Retail										
Level 1 - Under Residential Condos/Apts.				19,239	GSF	\$120.00	\$2,308,680			
Anchor Retail - Multi Story (Core & Shell)				30,800	GSF	\$120.00	\$3,696,000			
Level 1 - Cup Cakes Bldg (Core & Shell)				6,700	GSF	\$120.00	\$804,000			
Retail - Ent. 2 Stories (Core & Shell)				18,000	GSF	\$120.00	\$2,160,000			
Retail - (Core & Shell)				3,000	GSF	\$120.00	\$360,000			
Retail - NW Prkg 2 Stories (Core & Shell)				13,200	GSF	\$120.00	\$1,584,000			
Retail - Coffee (Core & Shell)				1,800	GSF	\$120.00	\$216,000			
Retail - Hotel Pad (Core & Shell)				8,600	GSF	\$120.00	\$1,032,000			
Retail - 2 Stories (Core & Shell)				18,400	GSF	\$120.00	\$2,208,000			
Retail - Balance to Site Plan (7/20/12)				18,570	GSF	\$120.00	\$2,228,400			
Tenant Finish Allowance				138,309	GSF	\$40.00	\$5,532,360			
Totals				138,309	GSF	\$160.00	\$22,129,440			
Entertainment										
Dave & Buster's - 2 Stories (Core & Shell)				34,200	GSF	\$130.00	\$4,446,000			
Z Strike - 2 Stories (Core & Shell)				24,500	GSF	\$100.00	\$2,450,000			
Misc. - (Core & Shell)				1,900	GSF	\$100.00	\$190,000			
Tenant Finish Allowance				58,700	GSF	\$80.00	\$4,696,000			
Totals				60,600	GSF	\$194.42	\$11,782,000			
Restaurant										
Restaurant - Lux. Apts. (Core & Shell)				6,300	GSF	\$130.00	\$819,000			
Restaurant - Anchor Retail (Core & Shell)				5,300	GSF	\$120.00	\$636,000			
Restaurant - (Core & Shell)				4,400	GSF	\$130.00	\$572,000			
Restaurant - Bagels (Core & Shell)				1,700	GSF	\$130.00	\$221,000			
Restaurant - Separate Pad (Core & Shell)				5,000	GSF	\$130.00	\$650,000			
Restaurant - Hotel Pad (Core & Shell)				8,000	GSF	\$130.00	\$1,040,000			
Restaurant - Coffee (Core & Shell)				1,800	GSF	\$140.00	\$252,000			
Tenant Finish Allowance				32,500	GSF	\$125.00	\$4,062,500			
Totals				32,500	GSF	\$253.92	\$8,252,500			
Structured Parking Garage										
Precast Parking Garage				653,030	GSF	\$37.81	\$24,687,869	653,030	2004	326
Escalator Elevator Tower				16,500	GSF	\$349.58	\$5,768,132			\$12,319
Sitework				1	LSUM		\$1,197,818			\$2,878
							\$598			
Totals				669,531	GSF	\$47.28	\$31,653,819	653,030	2,004	\$15,795
Sitework										
Site Demolition & Preparation				20	ACRE	\$9,500	\$190,000			
New Surface Parking				130,900	SQFT	\$5.00	\$654,500	130,900	374	350
Roadways & Parking Lots				1	LSUM	\$250,000	\$250,000			
Pedestrian Paving & Hardscape				20	ACRE	\$15,000	\$300,000			
Landscape and Irrigation per Site Plans *				20	ACRE	\$45,500	\$910,000			
Site Utilities (Sewer, Water, Storm)				20	ACRE	\$25,000	\$500,000			
Site Utilities (City Well Site Work)				1	LSUM	\$150,000	\$150,000			
Site Utilities (Electrical Distribution)				20	ACRE	\$20,000	\$400,000			
Site Lighting				20	ACRE	\$25,000	\$500,000			
Retail Kiosks - Enclosed				2	EACH	\$100,000	\$200,000			
Retail Kiosks - Open				4	EACH	\$25,000	\$100,000			
Monument Signage				1	LSUM	\$50,000	\$50,000			
Overall Site Signage				1	LSUM	\$50,000	\$50,000			
Off Site Improvements				1	LSUM	\$250,000	\$250,000			
Totals				20.0	ACRE	\$225,225	\$4,504,500			

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**CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION**

Agenda Item: 17R

Date Prepared: September 17, 2012

Council Meeting Date: October 23, 2012

TO: Carl Swenson, City Manager

FROM: Andrew Granger, P.E., Engineering Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Agreement, Mortenson Construction, Peoria Sports Complex Improvements, 83rd Ave & Stadium Way (Solicitation No. P12-0048, Project No. CS00022)

Purpose:

This is a request for the City Council to a) authorize the City to enter into an agreement with Mortenson Construction for an amount not to exceed \$26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and b) authorize the City Manager to execute any applicable agreement or amendment documents related thereto.

Background/Summary:

In May 2012, the City Council authorized the City to enter into agreement with Construction Manager at Risk, Mortenson Construction. At that time, staff outlined a series of formal Council actions that would be required to undertake the proposed Sports Complex Improvements:

1. Approval of a Memorandum of Understanding, which lays out the basic terms and conditions as agreed in principle by both teams and the City;
2. Approval of a Sports Complex Improvements Agreement which verifies financial obligations and commitments and details planned facility improvements;
3. Approval of a contract amendment with the Project Design Consultant;
4. An Intergovernmental Agreement with the Arizona Sports and Tourism Authority primarily focused on conditions of reimbursement;
5. An agreement for Construction Manager at Risk (CMAR) preconstruction services
6. A Sports Facilities Use Agreement between the City and both baseball teams;
7. A defeasance of Series 2003 Bonds related to the original sports complex improvements;
8. Action to approve a resolution regarding the sale of MDA Bonds;
9. Various agreements and amendments related to the GMP for construction.

This Council action corresponds to item no. 9 above - approval of various agreements and amendments related to the Guaranteed Maximum Price (GMP) contract for construction.

The design of the clubhouse improvements is concurrently underway under an accelerated schedule in order to obtain building permits and procure long-lead construction equipment and materials prior to Spring Training 2013. The clubhouses will commence construction on Monday April 15, 2013 and will be constructed concurrently under an 8.5 month accelerated schedule in order to re-open in time for Spring Training 2014.

The accelerated construction schedule for this phase of improvements demands that structural steel, concrete tilt-wall panels, concrete foundations, major air conditioning units, and hydrotherapy equipment be procured early, allowing for subcontracts, submittals, fabrication, and delivery to occur before May 2013. The design effort was structured around this non-traditional sequence with documents made available to Mortenson Construction for bidding in October 2012. Bid results will be received concurrent with this Council action allowing for the swift execution of subcontracts thereafter.

The total project cost is anticipated to exceed the City's total available capital funding. In accordance with the terms of the City of Peoria / Seattle Mariners / San Diego Padres Sports Complex Improvements Agreement, dated June 19, 2012, the respective teams have committed to fund the project's shortfall, currently estimated at up to \$1 million per team. In March 2013, staff will present to the City Council for action the respective financial contributions of each team and the final GMP value for each team's clubhouse.

With bidding occurring concurrent with this Council action, staff requests that the City Council authorize the City Manager to execute any applicable agreement or amendment documents prior to the presentation of the final GMP in March 2013, thus supporting the project's critical procurement timelines.

Previous Actions:

On May 15, 2012, the City Council authorized the City to enter into an agreement with Mortenson Construction for Construction Manager at Risk (CMAR) preconstruction services for the Seattle Mariners and San Diego Padres clubhouse improvements. The City Council authorized the City Manager to execute any applicable agreement documents related thereto.

Future Actions:

The aggressive timeline for the construction of clubhouse improvements between Spring Training 2013 and 2014, and the subsequent construction of stadium improvements between Spring Training 2014 and 2015 will require the following future Council actions:

- March 2013: City Council acceptance of team funds and the final GMP construction agreement for the construction of both clubhouses.
- Spring 2013: Award of a contract amendment for additional preconstruction services for the design and construction of a subsequent phase of stadium improvements.

Options:

- A:** Authorize the City to enter into agreement with Mortenson Construction for an amount not to exceed \$26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and authorize the City Manager to execute any applicable agreement or amendment documents related thereto.
- B:** Do not authorize the City to enter into agreement with Mortenson Construction for incremental Guaranteed Maximum Price (GMP) procurement packages and do not authorize the City Manager to execute any applicable agreement or amendment documents related thereto. This option will compromise the ability of the City to construct the clubhouse improvements for the Seattle Mariners and the San Diego Padres between Spring Training 2013 and Spring Training 2014.

Staff's Recommendation:

Staff recommends that the City Council authorize the City to enter into agreement with Mortenson Construction for an amount not to exceed \$26,360,000 for incremental Guaranteed Maximum Price (GMP) procurement packages for the Seattle Mariners and San Diego Padres clubhouse improvements, and authorize the City Manager to execute any applicable agreement or amendment documents related thereto.

The project will also include the City-paid project expenses outlined below. These values supersede those preliminary values included in the May 15, 2012 Council Action 11R.

\$ 20,000	Budget allowance for out-of-state travel in support of the pre-design phase scope and fee development for the Phase 2 Stadium Improvements. All travel to be approved by the City Manager in advance of travel;
\$ 130,000	Study phase design contingency to be re-purposed for a) pre-design phase scope and fee development efforts for the Phase 2 Stadium Improvements (including possible parking garage), or b) re-purposed toward any of the City-paid project expenses below;

\$ 250,600	Clubhouse design and preconstruction professional services scope contingency which if not used may be repurposed toward any of the City-paid project expenses below;
\$ 109,200	Project charged allocation for a contract building inspector, either via a direct hired fixed term position or services contracted from a third party;
\$ 195,060	Plan review, permit, and development impact fees payable to the City of Peoria;
\$ 80,000	Arizona Public Service, Southwest Gas, Century Link Communications, and Cox Communications capital charges incurred for the design and construction of building utility infrastructure;
\$ 58,340	US Green Building Council LEED registration and certification fees, hazardous materials testing services, and other soft cost contingency;
\$ 32,400	Building Peoria construction signage, AED's, and building startup equipment or supplies not otherwise provided by the building tenants;
\$ 400,000	IT network and CATV cabling, network equipment, and cell phone repeater system expenditures utilizing State of Arizona contracts and small dollar direct purchases;
\$ 268,315	Internal funds transfers for Engineering Department chargebacks which support two part-time fixed term project managers;
<hr/>	
\$1,543,915	Total City paid project expenses
\$26,360,000	Not To Exceed GMP Package(s) to Mortenson Construction
<hr/>	
\$ 27,903,915	Total Mortenson GMP Packages + City Paid Expenses

Fiscal Analysis:

Funding for this agreement is available in the 2013 Capital Improvement Program in the 1) Municipal Development Authority Bond fund, Building Improvements account 4232-4232-540500-CIPPK-CS00022, and 2) General Fund, Building Improvements account 1000-0310-CIPPK-540500-CS00022.

Narrative:

Approval of this agreement will allow for the early procurement of construction components that are essential to the completion of construction between Spring Training 2013 and 2014.

Exhibits:

Exhibit 1: Location Map

Exhibit 2: Vicinity Map

Contact Name and Number: Edward Striffler, Design & Construction Manager, 623-773-7721



PARADISE LN

83RD AVE



San Diego Padres Clubhouse



Seattle Mariners Clubhouse



City of Peoria
Peoria Sports Complex
Improvements
Location Map



NOTE:
This Map is based on imprecise source data, subject to change and FOR GENERAL REFERENCE ONLY.



NOT TO SCALE

DOVE VALLEY RD

LONE MOUNTAIN RD

MONTGOMERY RD

DIXILETA DR

PEAK VIEW RD

DYNAMITE BL

PINNACLE VISTA DR

JOMAX RD

YEARLING RD

HAPPY VALLEY RD

CALLE LEJOS

PINNACLE PEAK RD

WILLIAMS RD

DEER VALLEY RD

ROSE GARDEN LN

BEARDSLEY RD

UTOPIA RD

UNION HILLS DR

GROVERS AVE

BELL RD

PARADISE LN

GREENWAY RD

ACOMA DR

THUNDERBIRD RD

SWEETWATER AVE

CACTUS RD

CHOLLA ST

PEORIA AVE

MOUNTAIN VIEW RD

OLIVE AVE

BUTLER DR

NORTHERN AVE

LEGEND



Sports Complex
Improvements
83rd Ave & Paradise Ln

115TH AVE
111TH AVE
107TH AVE
103RD AVE
99TH AVE
95TH AVE
91ST AVE
87TH AVE
83RD AVE
79TH AVE
75TH AVE
71ST AVE



VICINITY MAP



City Council Calendar

Color Key:
City Council

< September	October 2012						November >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
	1	2	3	4	5	6	
7	8	9  Regular City Council Meeting	10  City Council Subcommittee on Policy & Appointments	11	12	13	
14	15	16	17	18  ** Canceled**City Council Subcommittee on Community Culture & Public Safety	19	20	
21	22	23  Regular City Council Meeting  Special City Council Meeting & Study Session	24	25	26	27	
28	29	30	31				



City Council Calendar

Color Key:
City Council

< October	November 2012						December >
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13  Regular City Council Meeting  Special City Council Meeting & Study Session	14  City Council Subcommittee on Policy & Appointments	15  City Council Subcommittee on Community Culture & Public Safety	16	17	
18	19	20	21	22	23	24	
25	26  Special Meeting form Election Canvass	27	28	29	30 Oldtown Holiday Festival		

**CITY OF PEORIA, ARIZONA
CITY MANAGER REPORT**

RCM: 20A

Date Prepared: October 8, 2012

Council Meeting Date: October 23, 2012

TO: Carl Swenson, City Manager

FROM: John R. Sefton Jr., Community Services Director

THROUGH: Susan J. Daluddung, Deputy City Manager

SUBJECT: Upcoming Special Events

Halloween Monster Bash – October 27, 5-9pm

The City of Peoria invites the community to enjoy the Halloween Monster Bash on Saturday, October 27th from 5:00 pm – 9:00 pm. The Monster Bash offers a safe alternative to Trick or Treating and another opportunity to show off your costume during the Parade of Costumes beginning at 5:30pm. The event will feature inflatables, carnival games, climbing wall, fright zone, slime making, haunted house and make-n-take crafts. The main stage will show case entertainment by On Stage Dance Academy, A Little Drama “Thriller” and Oasis Gymnastics. Bring your candy bags to fill them with candy and trinkets at special locations around the complex. Gates open at 5pm at the Peoria Sports Complex, located at 16101 N. 83rd Ave just south of Bell Rd. Parking and admission is free with a donation of canned food to benefit St. Mary’s/Westside Food Bank Alliance.

“Mish Mash!” a multi-media exhibit – November 1, 4-7pm

On November 1st from 4:00 p.m. to 7:00 p.m., the West Valley Art Museum will debut; “Mish Mash!” a multi-media exhibit at the City Hall Art Gallery. This exhibit includes lithographs from Seacourt Press, Bangor, Ireland. Most of the artists of Seacourt Press are residents of our Sister City in the Borough of Ards, Northern Ireland. In conjunction with the Northern Ireland exhibit, a five-piece painting series by artist Julian Schnabel from Congregation Beth Israel’s Slvia Plotkin Judaica Museum, and tiny treasures from the West Valley Art Museum will also be on display. This exhibit will be on display at the City Hall Art Gallery from Monday, October 29, 2012 through Thursday, January 3, 2013.

5th Annual Veterans Day Run and Veterans Recognition – November 10, 7am

In honoring those who have served or are serving in our military to protect our country, the City of Peoria and Veterans Memorial Board is hosting the 5th Annual Veterans Day Run and Veterans Recognition Event on Saturday, November 10. The annual 5K run and fun walk will begin at 7:00 a.m. at Rio Vista Community Park, 8866A West Thunderbird Road. The Veterans recognition event is focused on hosting a number of Veteran’s services organizations as exhibitors at the Rio Vista Recreation Center, Lakeside meeting room, between 9:30 a.m. and

12:00 noon. The intent is to have Veterans from the west valley area attend our open house and learn about all the possible benefits that exist for veterans through a variety of organizations. A continental breakfast will be served during this open house for those who participate in the event. This year's Veteran's Day activities are much different from previous years. Members of the Veterans Memorial Board has spent time during the past six months in focus group meetings, asking a number of veterans what is important, and how can the Board provide better outreach. The Board has learned there are many veterans who do not know what services and entitlements are available. A Board goal is to educate our Peoria and west-valley veterans about available services.

Exhibit(s): Halloween Flyer
Mish Mash Flyer
5K Race Series Flyer - Veterans Day

Contact Name and Number: Kelli Kincaid, 623-773-7178 & Kirk Haines, 623-773-7120



CITY OF PEORIA

HALLOWEEN MONSTER BASH

**Saturday
October 27th**

5 p.m. - 9 p.m. Peoria Sports Complex 16101 N. 83rd Ave

FREE admission with canned food item(s) to help support The St. Mary's / Westside Food Bank Alliance

HAY MAZE • PARADE OF COSTUMES

MONSTER STREET • PUMPKIN PATCH

**FOOD & OTHER ACTIVITIES
(Nominal fee for some activities)**

FOR MORE INFORMATION

VISIT WWW.PEORIA.IL.GOV/SPECIAL_EVENTS OR CALL (623) 773-7137



West Valley Art Museum Presents:

Mish Mash!

a multi-media exhibit
October 29, 2012-January 3, 2013



Helen Sanlon, 'Ice Cream Row'

The exhibit includes lithographs from Seacourt Press, Bangor, Ireland, a five piece painting series by artist Julian Schnabel from Congregation Beth Israel's Sylvia Plotkin Judaica Museum, Scottsdale, Arizona and tiny treasures from the West Valley Art Museum collection.

Opening reception for the public Thursday, November 1st, 4-7pm
Peoria City Hall Art Gallery



For more information contact:
West Valley Art Museum at
623-972-0635 or www.wvam.org

City Hall Art Gallery
8401 W. Monroe
Peoria, Arizona 85382
623-773-7053

Gallery Hours:
Monday-Wednesday 10-4pm
Thursday 12-6pm and by

