# City of Avondale

City Council Meeting

Monday, December 9, 2019

## Mayor and Council

Kenn Weise, Mayor

Pat Dennis, Vice Mayor

Tina Conde, Council Member | Bryan Kilgore, Council Member

Veronica Malone, Council Member | Curtis Nielson, Council Member

Mike Pineda, Council Member

## Administration

Charles A. Montoya, City Manager

Gina Montes, Assistant City Manager

Michael Wawro, City Attorney

Marcella Carrillo, City Clerk

## City Council Chambers

11465 West Civic Center Drive

Avondale, AZ 85323

# City Council Meeting
# Agenda
## Monday, December 9, 2019

**CITY COUNCIL CHAMBERS | 11465 WEST CIVIC CENTER DRIVE | AVONDALE, AZ 85323**

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## WORK SESSION
## 6:00 PM

### CALL TO ORDER BY MAYOR

1. **ROLL CALL BY THE CITY CLERK**

2. **HISTORIC AVONDALE MARKET ANALYSIS FOR THE PROPOSED HISTORIC AVONDALE SPECIFIC PLAN**
   City Staff will present an update and request feedback from City Council on the Historic Avondale Market Analysis. This item is for discussion only.

3. **ADJOURNMENT**

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should fill out a card located at the back of the Council Chambers and hand it to the City Clerk prior to consideration of that agenda item.

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## REGULAR MEETING
## 6:30 PM

**CALL TO ORDER BY MAYOR**
**PLEDGE OF ALLEGIANCE**
**MOMENT OF REFLECTION**

**1. ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK**

**2. UNSCHEDULED PUBLIC APPEARANCES**
(Limit three minutes per person. Please state your name.)

**3. CONSENT AGENDA**
Items on the consent agenda are of a routine nature or have been previously studied by the City Council at a work session. They are intended to be acted upon in one motion. Council members may pull items from consent if they would like them considered separately.

**a. MINUTES**
City Council will consider a request to approve the November 12, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

**b. PLANNING COMMISSION MEETING SCHEDULE CHANGE**
City Council will consider a request to move the monthly Planning Commission meeting from the third Thursday each month to the third Wednesday of each month. The Council will take the appropriate action.

**c. ESTABLISHMENT OF AN AD HOC CITIZENS QUALITY OF LIFE COMMITTEE**
City Council will consider a request to establish an Ad Hoc Citizens Quality of Life Committee to prepare for the upcoming local elections and explore solutions to enhance the quality of life to the residents of the City of Avondale and authorize the City Clerk to make appointment recommendations to City Council. The Council will take appropriate action.

**d. RESOLUTION 3598-1219 - BYLAWS OF THE NEIGHBORHOOD AND FAMILY SERVICES COMMISSION**
City Council will consider a request to adopt Resolution 3598-1219 amending the bylaws of the Neighborhood and Family Services Commission, adding the library division and providing for several administrative changes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**e. USE OF CONTINGENCY FUNDS FOR CIVIC CENTER ANNEX BUILDING CONSTRUCTION MANAGER AT RISK SERVICES**

City Council will consider a request to approve a budget amendment for expenditure authority from the Grant Contingency Fund in the amount of $119,938 to establish a new CIP project, the Civic Center Annex Building, authorizing the complete design, construction and project management services for a new 20,000 S.F two story office building on the Civic Center campus and authorize the City Manager and City Clerk to execute the necessary documents, including a Construction Manager At Risk Agreement with Haydon Building Corporation for pre-construction services. The Council will take the appropriate action.

**f. USE OF CONTINGENCY FUNDS FOR CIVIC CENTER ANNEX OFFICE BUILDING DESIGN SERVICES**

City Council will consider a request to approve the transfer of expenditure authority from the Grant Contingency Fund in the amount of $1,205,500 to establish a new CIP project, the Civic Center Annex Building, authorizing the complete design services for a new 20,000 S.F two story office building on the Civic Center campus and authorize the City Manager and City Clerk to execute the necessary documents, including a Professional Services Agreement with Architekton, Inc. The Council will take the appropriate action.

**g. CONTRACT AWARD WITH RUMMEL CONSTRUCTION FOR MCDOWELL RECHARGE BASIN SEDIMENTATION REMOVAL**

City Council will consider a request to approve a Contract with Rummel Construction, Inc. for McDowell Recharge Basin Sedimentation and Berm Removal in the amount of $175,442; approve a budget amendment in the amount of $41,591; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**h. ORDINANCE 1711-1219 107TH AVENUE (VERDE TRAILS) DEANNEXATION**

City Council will consider a City initiated request to adopt Ordinance 1711-1219 deannexing 32 feet of City right-of-way previously dedicated to the City by the Master Plat for Verde Trails Unit I Phase I and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The approximately 1.84-acre property is a segment of right-of-way along 107th Avenue south of Broadway Road, about 150 feet north of Roeser Road. The Council will take appropriate action.

**i. ORDINANCE 1714-1219 DEDICATING A WATER LINE AND ACCESS EASEMENT TO THE CITY OF GOODYEAR IN AVONDALE BOULEVARD, ELWOOD STREET AND ON CITY OWNED PROPERTY SOUTH OF FESTIVAL FIELDS.**

City Council will consider a request to adopt Ordinance 1714-1219 dedicating a Water Line and Access Easement to the City of Goodyear in Avondale Boulevard, Elwood Street and on City owned property south of Festival Fields and authorize the Mayor or City Manager, and the City Clerk to execute the necessary documents. The Council will take the appropriate action.

**j. RE-PLAT OF VERDE TRAILS UNIT I, PARCEL 3 - APPLICATION PL-19-0242**

City Council will consider a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Re-Plat of Verde Trails Unit I, Parcel 3, approximately 27.26 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. The proposed Re-Plat eliminates an unneeded 20'x176' sewer easement in Tract M. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 3 Final Plat approved by City Council in May 2019. The Council will take appropriate action.

**k. RE-PLAT OF VERDE TRAILS UNIT I, PARCEL 4 - APPLICATION PL-19-0243**

City Council will consider a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Re-Plat of Verde Trails Unit I, Parcel 4, approximately 25.82 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. The proposed Re-Plat eliminates an unneeded 20'x149' sewer easement in Tract A. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 4 Final Plat approved by City Council in May 2019. The Council will take appropriate action.

**l. RE-PLAT OF "99TH & ENCANTO" FOR AVONDALE STATION (FORMERLY VIRTUA99) - APPLICATION PL-19-0230**

City Council will consider a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., for approval of a Re-Plat of "99th & Encanto" for Avondale Station (formerly Virtua99), approximately 59.77 gross acres located north of the northwest corner of 99th Avenue and McDowell Road. In conformance with the approved Avondale Station/Virtua99 Planned Area Development (PAD), the proposed Re-Plat divides the subject property into seven lots, dedicates 99th Avenue half-street right-of-way, and dedicates tracts for private streets and public and private easements to serve the future development. The Council will take appropriate action.

**m. RE-PLAT OF CITY OF AVONDALE "RILEY PROPERTY" - AVONDALE RESOURCE CENTER**

City Council will consider a City initiated request for approval of a Re-Plat of the "Riley Property", approximately 9.94 acres of City-owned land located at the southwest corner of Riley Drive and 10th Street. The proposed Re-Plat will reconfigure three existing lots into two lots, one for development of the City's new Resource Center, and the second for future development. The proposed Re-Plat also dedicates right-of-way triangles at the southwest corner of Riley Drive and 10th Street and the northwest corner of Western Avenue and 10th Street. The Council will take appropriate action.

## 4. REGULAR AGENDA

**a. PUBLIC HEARING AND RESOLUTION 3596-1219 - MINOR GENERAL PLAN LAND USE MAP AMENDMENT FOR AVONDALE 50 – APPLICATION PL-19-0159**

City Council will hold a public hearing and consider a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., to adopt Resolution 3596-1219 approving a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Avondale 50, a proposed 50.56 gross acre planned commerce park development at the northwest corner of 119th Avenue and Corporate Drive. The proposed Minor General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designation for the property from High Intensity Office to Business Park. The requested Business Park category accommodates development of campuses for light manufacturing, corporate commerce, office, research and development, limited warehouse and distribution uses, and other similar light industrial uses. The Council will take appropriate action.

**b. PUBLIC HEARING AND ORDINANCE 1713-1219 - REZONING FROM AGRICULTURAL (AG) TO PLANNED AREA DEVELOPMENT (PAD) FOR AVONDALE 50 – APPLICATION PL-19-0160**

City Council will hold a public hearing and consider a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., to adopt Ordinance 1713-1219 rezoning 50.56 gross acres located at the northwest corner of 119th Avenue and Corporate Drive from Agricultural (AG) to Planned Area Development (PAD). The proposed Avondale 50 PAD will allow a mix of light industrial and commercial uses based on the City's Commerce Park (CP) zoning district, with allowances for heavier uses such as warehousing and distribution on portions of the site where those uses will have the least impacts on surrounding properties. Development will take the form of a campus, featuring multiple buildings of varying sizes. A request to change the General Plan 2030 Land Use Map designation of the property from High Intensity Office to Business Park will be considered separately. The Council will take appropriate action.

**c. PUBLIC HEARING AND ORDINANCE 1712-1219 – MAJOR PLANNED AREA DEVELOPMENT (PAD) AMENDMENT FOR ROOSEVELT PARK II– APPLICATION PL-19-0245**

City Council will hold a public hearing and consider a request by Ms. Jordan Rose, Rose Law Group PC, to adopt Ordinance 1712-1219 approving a Major Amendment to the 144.9-acre Roosevelt Park II Planned Area Development (PAD) located at the northwest corner of Van Buren Street and 107th Avenue. The proposed Major PAD Amendment reorders the project's phasing, including modifications to the phasing of required off-site infrastructure improvements. The Council will take appropriate action.

**d. PRELIMINARY PLAT FOR ROOSEVELT PARK II PHASE 2 – APPLICATION PL-19-0232**

City Council will consider a request by Mr. Joe Petrucci, EPS Group, Inc., for approval of a Preliminary Plat for Roosevelt Park II Phase 2, a proposed 147-lot single family subdivision on approximately 26.80 gross acres at the northeast corner of Van Buren Street and 111th Avenue. The Council will take appropriate action.

**e. PUBLIC HEARING AND RESOLUTION 3597-1219 - MAJOR GENERAL PLAN AMENDMENT FOR ENTRADA – APPLICATION PL-19-0054**

City Council will hold a public hearing and consider a request by Ms. Toni Bonar, AICP, HILGARTWILSON, LLC, to adopt Resolution 3597-1219, approving a Major Amendment to the Avondale General Plan 2030 Land Use Map for Entrada, a proposed 191 gross acre planned development at the northwest corner of 107th Avenue and Broadway Road. The proposed Major General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations for the property from 166 acres of Estate Low Density Residential, 13 acres of Medium Density Residential, 9 acres of Local Commercial, and 3 acres of High Density Residential to 181 acres of Medium Density Residential and 10 acres of Local Commercial. The Council will take appropriate action.

**f. PRELIMINARY PLAT FOR PARKSIDE – APPLICATION PL-19-0197**

City Council will consider a request by Mr. Troy Wahlberg, William Lyon Homes, for approval of a Preliminary Plat for Parkside (formerly Parkside Village), a proposed 662-lot single family subdivision on approximately 128.5 acres located one-quarter mile west of the southwest corner of 99th Avenue and Indian School Road. The Council will take appropriate action.

**g. PUBLIC HEARING - CONDITIONAL USE PERMIT FOR BIOLIFE PLASMA SERVICES – APPLICATION PL-19-0187**

City Council will hold a public hearing and consider a request by Mr. Paul E. Gilbert, Beus Gilbert PLLC, for approval of a Conditional Use Permit (CUP) to allow a plasma center use in the Planned Area Development (PAD) zoning district. The use is proposed on 2.95 gross acres of vacant/undeveloped land located approximately 220 feet north of the northeast corner of McDowell Road and 107th Avenue. The subject property is zoned Harbor Shores PAD, which allows for use of the subject property in accordance with the permitted uses in the City's C-2 (Community Commercial) zoning district; City Council approval of a Conditional Use Permit is required for a plasma center use in the C-2 district. The Council will take appropriate action.

**h. PUBLIC HEARING - EXTENDING THE LOCALLY CONTROLLED ALTERNATIVE EXPENDITURE LIMITATION - HOME RULE OPTION**

City Council will hold the first of two required public hearings on the alternative expenditure limitation (home rule option).

**5. ADJOURNMENT INTO EXECUTIVE SESSION**

City Council will consider a request to adjourn the meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(5) for the purpose of discussions or consultations with designated representatives of the public body and/or legal counsel in order to consider its position and instruct its representatives regarding labor negotiations with the Avondale Professional Firefighters Association, International Association of Fire Fighters, Local 3924.

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Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Item Number: 2.

# CITY COUNCIL REPORT

**SUBJECT:** Historic Avondale Market Analysis for the proposed Historic Avondale Specific Plan

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager, (623) 333-1014

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Staff will present an update and request feedback from City Council on the Historic Avondale Market Analysis. This item is for discussion only.

**BACKGROUND:**

City Council has prioritized the Historic Avondale neighborhoods for many years. These neighborhoods include Cashion, Las Ligas/Rio Vista and Historic Avondale as identified on the attached map. Policies, programs, incentives, and other public improvements have been installed, with some good results to build from in the ensuing years.

In 2012, the Historic Avondale Design and Development Guidelines were adopted as a guiding document for continued development, redevelopment, and infill in these areas. An incentive plan has been put in place specifically for Historic Avondale to attract new development with reduced fees. The City is now creating a Specific Plan for the neighborhoods within Historic Avondale to include Las Ligas and Cashion.

City entered into a cooperative purchase agreement available through the AZ Department of Administration Procurement Office with Elliot D. Pollack & Company to perform a market analysis of the Historic Avondale neighborhoods. The respective neighborhood areas addressed in the analysis include; Las Ligas/Rio Vista, Cashion, and Historic Avondale, as part of the larger Historic Avondale Specific Plan. Staff has complimented this report with feedback from brokers and investors and businesses and area residents through special tours and surveys.

**DISCUSSION:**

The results of these community and professional outreach efforts have provided some excellent feedback as the city plans its next steps forward. The brokers and investors recommended that the City be patient and know that this effort will take long-term planning, a continuous marketing effort, and increased residential density in the area. The local businesses and residents expressed similar comments, with an additional emphasis on the need for neighborhood monument signs, more marketing efforts on Western Avenue, reducing crime, adding more residential development, and bringing more restaurants to area. Many saw MC-85 as an option for increased employment opportunities, and the need to keep Cashion special with its history.  Staff has also requested feedback and involvement from the Avondale Interfaith Council.

The Market Analysis performed by Elliott D. Pollack & Company recommends, among others, the following:

- Encourage high density residential and enhance neighborhoods with infill/renovation
- More public events, more often
- City should buy vacant land to plan for future development
- Western Avenue and Dysart Rd as entertainment or restaurant district destination
- MC 85 employment and high-density residential corridor over the long term
- Encourage pride of ownership
- Small format retail could be supported in residential neighborhoods

Some key considerations from the market analysis include:

- Patience is key as density increases in 3-5-mile radius
    - Demographic difference between Avondale and Chandler/Gilbert
        - Addition of entertainment district at The BLVD may compete

Finally, the market analysis performed case studies of two successful examples: Downtown Gilbert and Downtown Chandler. Some key policies and programs that each implemented over a 20-30 year period includes:

**Gilbert**

- Aggressive economic development strategy with land acquisition
- 1989 Heritage District Redevelopment Area designated, Updated 2008, 2018
- Growth area designation
- Public investments: Public street and garage parking, open space, office building

**Chandler**

- 1995 Chandler Redevelopment Element
- 2001 Commercial Reinvestment Program
- City Center District zoning with Architectural Review Committee
- 2006 South Arizona Avenue Entry Corridor Study
- 2009 Infill Incentive Program
- Arizona Avenue Corridor Improvement Program
- Enhanced Municipal Services District
- Public investments: Parking garage, civic campus, more
- Aggressive land acquisition strategy

Staff is requesting feedback from the City Council on the market analysis and overall vision for the area to include the three neighborhoods and Western Avenue.

Through the study and specific planning staff will begin to identify areas for potential rezone to match market demand, pursue annexation of the Cashion area north of MC 85 west of 107$^{th}$ Avenue, identify potential land use options for City owned properties, and key parcels in the area. Potential acquisition of key vacant parcels will also be proposed for City Council consideration as well as an

economic development strategic marketing plan, and development implementation strategies.

As next steps, staff is planning to continue public involvement with an Ad-hoc meeting with stakeholders in January, a community meeting in March, presentation to the Neighborhood and Family Services Commission, and a work session with Planning Commission and City Council in April/May. The City has also hired Norris design consultants to assist with site design, street cross sections, monumentation options, and overall architectural and landscape concepts throughout the study area. The Community Relations Department is also working on a branding component to the Specific Plan and will be shared with City Council at the work session this spring.

Final adoption is planned for June of 2020.

**BUDGET IMPACT:**

No budget impact at this time.

**RECOMMENDATION:**

For discussion only.

# Market Analysis of Revitalization Areas
# Avondale, Arizona

Prepared for:

City of Avondale

November 2019

Prepared by:

Elliott D. Pollack & Company
7505 East 6th Avenue, Suite 100
Scottsdale, Arizona 85251

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## Executive Summary

Elliott D. Pollack & Company has assessed the market area surrounding three of Avondale's designated Revitalization Areas including Historic Avondale, Las Ligas, and Cashion. The study considered potential opportunities to develop residential and commercial projects in the short and long term. The following outlines key findings of the analysis.

**Case Studies**

The downtown cores of Gilbert and Chandler range significantly in size. The currently developed village core of Downtown Gilbert is approximately 35 acres in size but will be expanding to 44 acres with the development of Heritage North. Downtown Chandler's core is much larger at approximately 135 acres. This is due to the substantial amount of municipal buildings that have been developed in their downtown, such as City Hall, Police, Fire, municipal courts, and a city library.

As noted above, Chandler has developed its city government within their downtown, which helps drive traffic to the area. A resort was built in the late 1980s as an anchor development. Most importantly, several high-density residential developments have been built. These new residents have substantially increased the feasibility of new retail and restaurants in the area. Downtown Gilbert received its spark in 1998 with the redevelopment of a historic grocery store into Joe's Real BBQ. The popularity of the restaurant attracted additional interest and public investment in acquiring residential properties to convert to commercial development and public parking. Hale Theater was built in 2003, followed by Oregano's in 2006 and Liberty Market in 2008.

In both cases for Chandler and Gilbert, while public planning and investment had occurred for decades, most of the success for these downtowns has come to fruition in just the last five years. The critical mass of residential density, incomes, and incremental risks taken by commercial developments to locate in the downtown eventually created enough sustained buzz to create a distinct district that have both become regional draws for patrons.

According to Discover Gilbert, 26 restaurants have been added to the Heritage District in the last 5 years, including some of the top restaurant brands in Metro Phoenix, the Gilbert Farmers Market every Saturday and the Art Walk on the first and third Saturdays from October through March. The district is also connected to Gilbert's 135-mile bike path system.

Chandler's Arizona Avenue Corridor Improvement program is used to enhance Downtown properties and amenities to create a vibrant City Center and employment corridor. During the past five years, Chandler has invested in revitalizing its downtown, building new City facilities to anchor pedestrian-oriented amenities and services. A deterrent to revitalization could be the perception of the area as a low to moderate income area that is not attractive and therefore deters pedestrian-

oriented activity. Poor property maintenance, numerous obsolete buildings and a lack of onsite parking contribute to this perception. However, significant development is now occurring in the area including new housing and commercial development.

The Town of Gilbert has been an active participant in the development of the Core Area of the District and has acquired much of the land west of Gilbert Road as well as land on the east side of the Road. Most of the land has been acquired for public parking lots in support of development of the area. Gilbert has invested tens of millions of public dollars in land acquisition, parking improvements and new buildings. Gilbert's Heritage District represents an aggressive economic development initiative on the part of the Town that has taken decades to produce results.

**Historic Avondale**

Historic Avondale is currently at a competitive disadvantage characteristically compared to both Downtown Gilbert and Downtown Chandler in two important areas – population density and household income. Historic Avondale is somewhat similar to Historic Chandler in terms of household incomes within one mile, but the discrepancy widens in the more traditional market area of three miles and five miles. Downtown Gilbert has a substantial advantage in terms of higher household incomes.

Population density within one mile of each downtown area is quite similar, ranging from 15,900 residents up to 20,700 residents. However, Downtown Chandler and Downtown Gilbert benefit from a much higher population density within three and five miles of their locations compared to Historic Avondale today. The downtowns of Chandler and Gilbert contain roughly double the population within three miles and five miles compared to Avondale.

**Demographic Comparisons**

| | Historic Avondale | | | Historic Chandler | | | Historic Gilbert | | |
|---|---|---|---|---|---|---|---|---|---|
| | 1 mile | 3 mile | 5 mile | 1 mile | 3 mile | 5 mile | 1 mile | 3 mile | 5 mile |
| Population | 16,189 | 69,408 | 174,437 | 20,660 | 142,797 | 322,192 | 15,891 | 124,896 | 404,069 |
| Households | 4,752 | 21,339 | 55,611 | 6,512 | 52,550 | 116,387 | 5,864 | 43,522 | 141,669 |
| Families | 3,455 | 15,900 | 42,759 | 4,416 | 34,680 | 80,825 | 3,987 | 31,701 | 97,227 |
| Average Household Size | 3.38 | 3.23 | 3.13 | 3.16 | 2.71 | 2.76 | 2.71 | 2.86 | 2.84 |
| Owner Occupied Housing Units | 2,096 | 12,084 | 37,879 | 2,562 | 30,399 | 75,220 | 3,445 | 29,942 | 88,018 |
| Renter Occupied Housing Units | 2,655 | 9,255 | 17,732 | 3,949 | 22,151 | 41,168 | 2,420 | 13,580 | 53,651 |
| Median Age | 28.4 | 30.1 | 32.3 | 28.6 | 33.9 | 35.4 | 33.7 | 34.9 | 33.6 |
| Median Household Income | $42,671 | $58,494 | $67,787 | $49,244 | $74,542 | $84,028 | $64,662 | $80,553 | $66,258 |

Source: ESRI Business Analyst 2019

Avondale should consider these issues as only temporary disadvantages. As of the latest projections from the Maricopa Association of Governments (MAG), over 20,000 new residents are expected within three miles of Historic Avondale by 2030. Beyond 2030, MAG expects the South Avondale region to grow by over 12,500 new residents between 2030 and 2040 within three miles and an

additional 8,600 residents in the decade following (2040-2050). Thus, by 2040, Historic Avondale is expected to mirror the population density of both Downtown Chandler and Downtown Gilbert. Using those two districts as a blueprint, Avondale can start planning today to bring a similar district to fruition for Historic Avondale.

Of the three historic areas, Historic Downtown Avondale is the most likely candidate for substantial redevelopment opportunities over the long term. This area benefits from relatively close proximity to the I-10 as well as higher traffic roadways such as Dysart and MC-85.

A mixed-use downtown core with a restaurant and entertainment district appears to be a viable opportunity in the long term. Corridors such as Western Avenue between Dysart and Central have redevelopment prospects similar to Downtown Gilbert. The Dysart Road/Western Avenue area resembles the Gilbert Heritage District 20 years ago. Just like Gilbert received its spark with the iconic local eatery Joe's BBQ, the development of Carolina's in 2017 at the northeast corner of Dysart and Western could be Avondale's historic district restaurant and entertainment district anchor. Western Avenue has another nationally renowned eating establishment, Laura's Burgers, which has been included in several food critic lists as a top burger establishment in the entire State of Arizona. These are just the kinds of destination restaurants needed to create momentum for a district. Deconcini Park is also an asset for public gathering spaces.

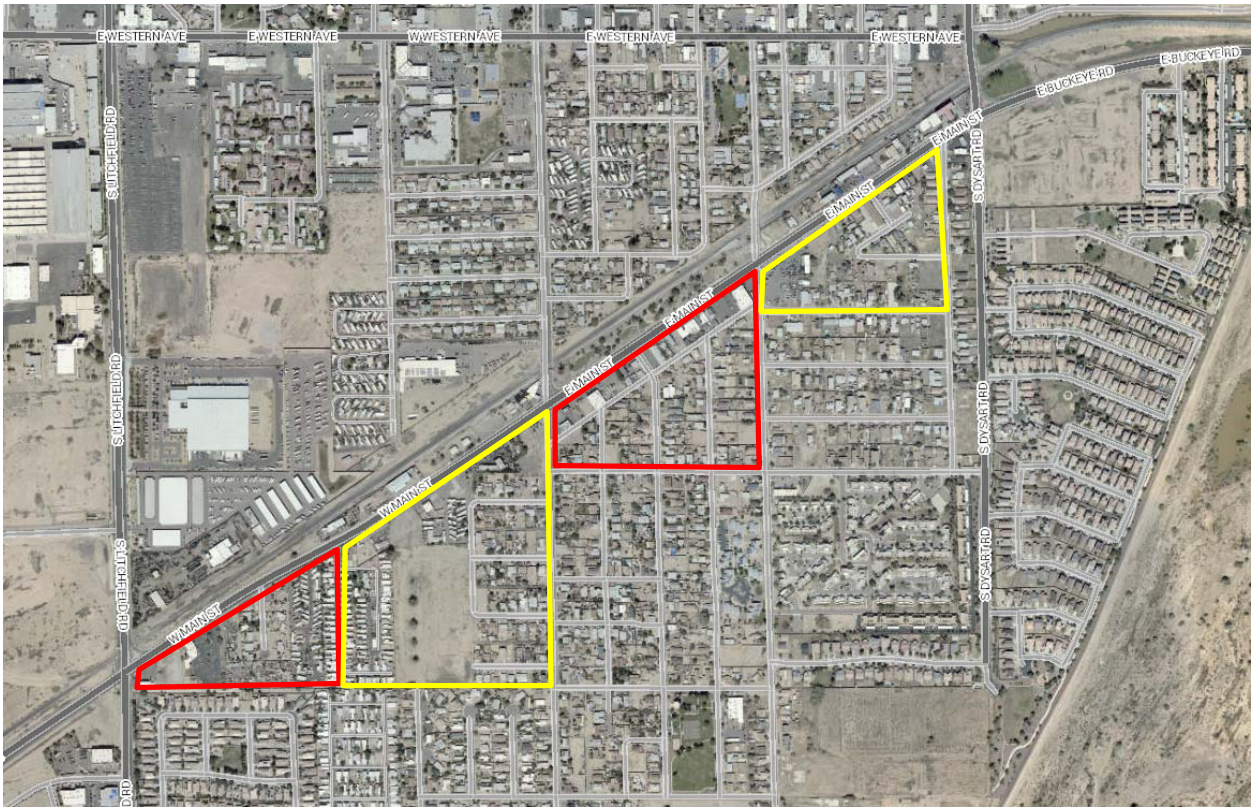
Avondale should give consideration to the following to help create a more attractive economic environment for a future restaurant and entertainment district:

1. Continue to enhance residential neighborhoods through infill and renovation. High density residential should also be encouraged in the area to help induce additional retailers and restaurateurs.
2. Hold Public events during interim years and perhaps even after the district is established. This includes food truck events, concerts, movies at the park, farmers markets, etc.
3. Public acquisition of private parcels over time for consolidation, redevelopment, and increased parking capacity.

Our analysis gives preference to Western Avenue over MC-85 for a downtown commercial core, perhaps on the eastern boundary near Dysart Road to be close to higher traffic counts on Dysart and MC 85. Dysart Road South of Riley Road could also be a consideration, with Carolina's as an anchor tenant. The MC 85 corridor appears problematic for redevelopment the railroad barrier to the north and lack of lot depth fronting the roadway.

Consideration should also be given to the BLVD district as the addition of a restaurant entertainment district plan in Historic Avondale could be competing with the BLVD.

The MC 85 corridor has opportunities for light industrial, business park, or multi-family development over the long term. Despite significant barriers currently (no land along the north side of the roadway that is large enough for major development and the rail line presents access issues, residential development abutting the roadway on both sides, and small lot sizes fronting the roadway), over the long term, a plan of lot acquisition, relocation of homes and businesses, and consolidation of parcels on the south side of MC 85 could occur. As the following map illustrates, if sufficient lot sizes could be made vacant, commercial or high density residential uses could be attracted to the corridor.




**Las Ligas**

Las Ligas is largely residential and is also surrounded by new and future single family residential development, including Alamar to the south, Cantada Ranch and Hermosa Ranch to the east, and Del Rio Ranch to the north. The vacant parcels scattered throughout the community are also most appropriate for continued residential investment.

There appear to be just three undeveloped commercial parcels in this area, all concentrated at the intersection of Lower Buckeye Road and El Mirage Road. There is a 0.81-acre site at the northwest corner and two parcels totaling 3.15 acres on the south side of the road adjacent to the Circle K. The lack of commercial land limits the economic opportunities of the Las Ligas area,

but the continued residential development in the immediate area could attract small users to these sites. Just to the east of Las Ligas, a Family Dollar was constructed on an approximately one-acre site. There are several retail types that only need a limited amount of space such as the parcels offered within Las Ligas, including car washes and small format fast food.

**Cashion**

Similar to Las Ligas, Cashion is almost entirely residential and effectively at buildout with very few undeveloped parcels. The commercial parcels within the Cashion area along Buckeye Road were previously single family lots. Because of this, the lot depth of the commercial parcels limits the type of redevelopment that is possible. Similar, local serving retail that is small format such as restaurants, coffee, and services are still the most likely candidates. Proximity to the existing Fry's neighborhood center would be most attractive to retailers. It is not uncommon for a Fry's anchored center to attract adjacent retail development such as a bank, pharmacy, or restaurant pads if space is available.

Similar to the Historic Avondale MC-85 corridor, there may be an opportunity to attract a light industrial user to the northwest corner of Buckeye Road and 107th Avenue located just north of the Cashion neighborhood. There is an industrial user along the same corridor at the northeast corner of Buckeye Road and Avondale Boulevard. Similarly sized parcels could take advantage of access from 107th Avenue (due to access restrictions on Buckeye Road from the rail line). The proposed single family subdivision to the north appears to have an open space buffer designed similarly to the subdivision that borders the existing industrial development. Additionally, parcels east of 107th Avenue and north along 107th Avenue contain industrial uses and would be compatible with an industrial use at this site.

**Interim/Temporary Uses**

In all three areas, interim uses, "pop-up" activities, and other strategies can be employed to encourage investment.

- **Pop-Up Events:** As discussed previously for Historic Avondale, food truck, movies at the park and other public events could be held at any of the historic neighborhoods. These events provide additional foot traffic to nearby commercial establishments.

- **Pride of Ownership**: For the historic residential neighborhoods, grants and loans for home and yard improvement could help improve overall aesthetics which can create a ripple effect in the neighborhood and also attract new development. Along these same lines, additional sidewalk and vacant lot edge planting would also improve the overall look of the neighborhoods. Heritage signage could also be a consideration for neighborhood identitiy. Finally, code education/DIY workshops regarding neighborhood safety (block watch/signage) as well as beautification could be held periodically in each neighborhood.

# 1.0 Greater Phoenix Economy Overview

## 1.1 Employment

Greater Phoenix historically outperforms the nation as a whole in population and employment growth whether in times of expansion or recession. From 1991 to 2006, Greater Phoenix was one of the fastest growing metropolitan areas in the country in terms of employment, typically ranking no worse than fifth but often in first or second position. The recession of 2001 saw a small slowdown in job growth, but the region rebounded to higher rankings in subsequent years. However, the Great Recession which started in late 2007 and ended in mid-2009 had a severe effect on job growth. In both 2009 and 2010 it ranked among the worst of the largest metro areas in the country. Only Detroit ranked worse in 2009. The region's economy has since improved and in 2017 and 2018 Greater Phoenix returned to one of the leaders in job growth.

**Greater Phoenix Employment Growth Rank**

**Metro Areas With More than 1 Million Jobs**

| Year | Greater Phx Rank | Number of Metro Areas | Year | Greater Phx Rank | Number of Metro Areas |
|---|---|---|---|---|---|
| 1991 | 6 | 19 | 2006 | 1 | 26 |
| 1992 | 4 | 19 | 2007 | 10 | 28 |
| 1993 | 2 | 19 | 2008 | 24 | 28 |
| 1994 | 1 | 19 | 2009 | 22 | 23 |
| 1995 | 1 | 20 | 2010 | 22 | 22 |
| 1996 | 1 | 21 | 2011 | 13 | 24 |
| 1997 | 2 | 22 | 2012 | 10 | 27 |
| 1998 | 1 | 22 | 2013 | 7 | 28 |
| 1999 | 2 | 23 | 2014 | 15 | 30 |
| 2000 | 6 | 24 | 2015 | 11 | 31 |
| 2001 | 6 | 25 | 2016 | 7 | 33 |
| 2002 | 5 | 24 | 2017 | 4 | 33 |
| 2003 | 3 | 24 | 2018 | 3 | 35 |
| 2004 | 2 | 24 | 2019* | 3 | 36 |
| 2005 | 1 | 25 | | | |

*Data through March 2019

Source: U.S. Bureau of Labor Statistics

While mobility across the U.S. has decreased since the Great Recession, Greater Phoenix has started to see significant levels of in-migration over the last few years and is now one of the leaders in population growth in the nation. According to the U.S. Census, in 2018 Greater Phoenix was the second fastest growing metro area in terms of absolute population increase with over 96,000 new residents. Because of its overall size at more than 4.7 million persons, Greater Phoenix ranks fifth in percentage growth behind several smaller metro areas such as Austin and Las Vegas. Between 2010 and 2018, Greater Phoenix grew by 664,835 persons, ranking third in the country behind the Dallas and Houston metro areas.

**Fastest Growing Metro Areas 2017 & 2018**
**By Numeric Growth**

| Rank | Metro Area | Net Change 2016-2017 | Net Change 2017-2018 |
|---|---|---|---|
| 1 | Dallas-Fort Worth | 146,238 | 131,767 |
| 2 | Phoenix | 88,772 | 96,268 |
| 3 | Houston | 94,417 | 91,689 |
| 4 | Atlanta | 89,013 | 75,702 |
| 5 | Orlando | 56,498 | 60,045 |
| 6 | Seattle | 64,386 | 54,894 |
| 7 | Austin | 55,269 | 53,086 |
| 8 | Riverside-San Bernardino | 57,017 | 51,934 |
| 9 | Tampa-St. Petersburg | 54,874 | 51,438 |
| 10 | Washington D.C. | 65,908 | 49,949 |

Source: U.S. Census

**Fastest Growing Metro Areas 2017 & 2018**
**By Percentage Growth**

| Rank | Metro Area | Net Change 2016-2017 | % Change 2017-2018 |
|---|---|---|---|
| 1 | Austin | 2.68% | 2.51% |
| 2 | Orlando | 2.30% | 2.39% |
| 3 | Las Vegas | 2.20% | 2.21% |
| 4 | Raleigh | 2.31% | 2.11% |
| 5 | Phoenix | 1.91% | 2.02% |
| 6 | Jacksonville | 1.93% | 1.98% |
| 7 | Dallas-Fort Worth | 2.02% | 1.78% |
| 8 | San Antonio | 1.97% | 1.77% |
| 9 | Charlotte | 2.01% | 1.76% |
| 10 | Tampa-St. Petersburg | 1.81% | 1.66% |

Source: U.S. Census

Greater Phoenix is also a top 10 metro area in employment growth. In 2018, 68,100 jobs were created, second only to the Dallas-Fort Worth area. On a percentage basis, Greater Phoenix ended with a job increase of 3.34% for the year.

**Fastest Growing Employment Centers 2018**
**By Numeric Growth**

| Rank | Metro Area | Net Change 2017-2018 |
|---|---|---|
| 1 | Dallas-Fort Worth | 86,800 |
| 2 | Phoenix | 68,100 |
| 3 | Houston | 64,900 |
| 4 | Atlanta | 58,400 |
| 5 | San Francisco-Oakland | 55,000 |
| 6 | Miami-Fort Lauderdale | 49,900 |
| 7 | Riverside-San Bernardino | 49,300 |
| 8 | Seattle | 48,700 |
| 9 | Orlando | 44,800 |
| 10 | Chicago | 44,800 |

Source: U.S. BLS

**Fastest Growing Employment Centers 2018**
**By Percentage Growth**

| Rank | Metro Area | % Change 2017-2018 |
|---|---|---|
| 1 | Orlando | 3.58% |
| 2 | Riverside-San Bernardino | 3.39% |
| 3 | Phoenix | 3.34% |
| 4 | Austin | 3.32% |
| 5 | Nashville | 3.07% |
| 6 | Las Vegas | 2.99% |
| 7 | Denver | 2.47% |
| 8 | Seattle | 2.44% |
| 9 | Dallas | 2.41% |
| 10 | Charlotte | 2.41% |

Source: U.S. BLS

Greater Phoenix has fully recovered from the Great Recession. After losing 239,800 jobs in the recession, it has regained another 443,500 jobs (185% of jobs lost) since the bottom of the job market in September 2010. The outlook for job growth in Greater Phoenix is very positive over the next ten years. It is notable that since 2009, 87% of all job growth in the State has occurred in Greater Phoenix.

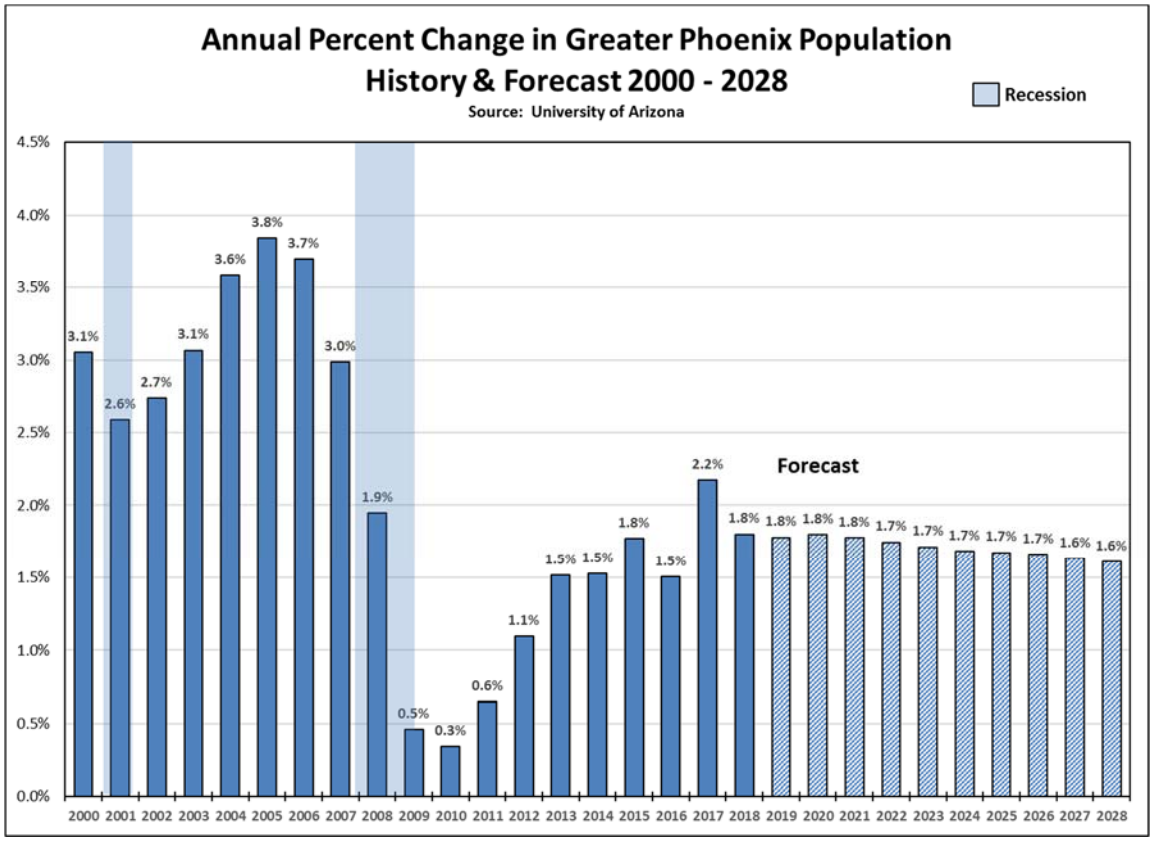
### 1.2 Residential Development

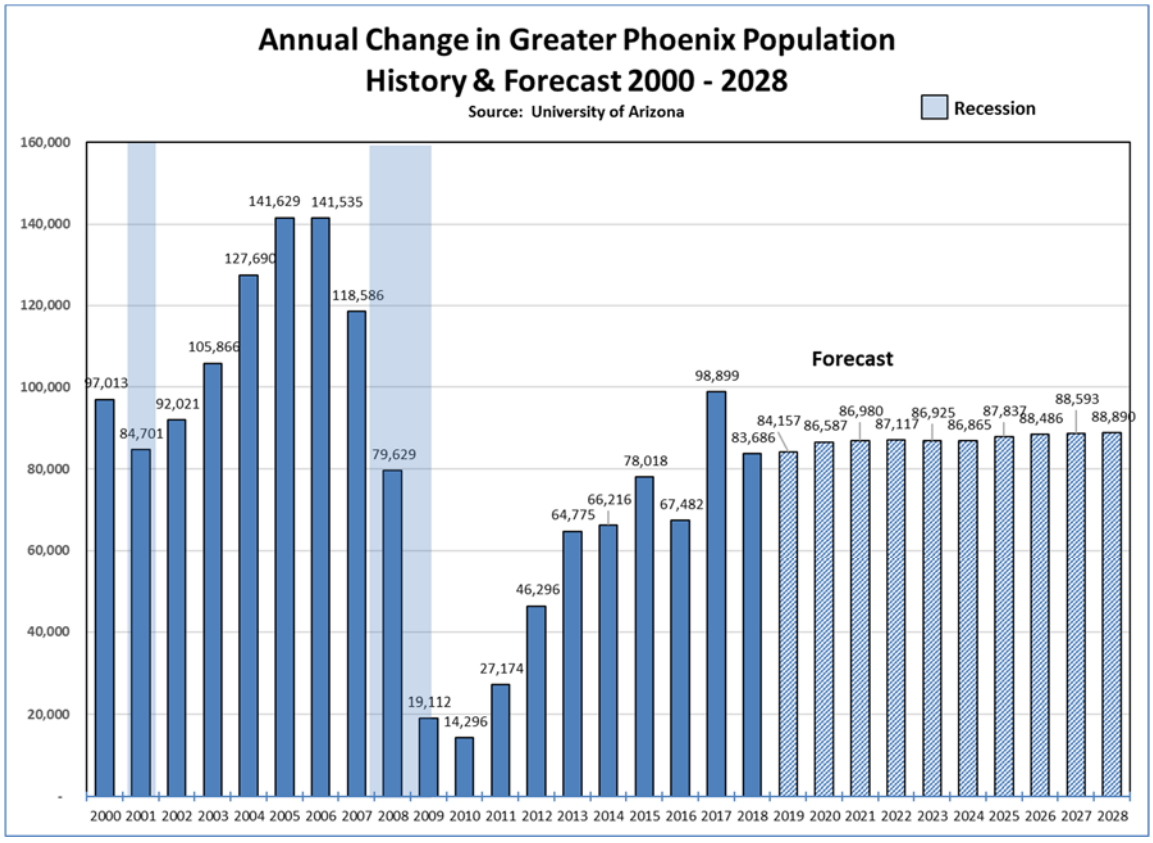
While Greater Phoenix is now experiencing strong growth, the overall recovery since the end of the recession has been slow. The region's residential homebuilding market has still not returned to levels of historical performance typically following a recession. In contrast, the multi-family market has been very strong, partly due to restrictions on the availability of credit for home loans, student debt burden, and households that can't purchase a home due to poor credit or foreclosure. During the recession, Greater Phoenix experienced a downturn that was more severe than in other metropolitan areas of the country, a result of overbuilding in both the single family and commercial real estate sectors. Real estate market downturns have occurred before in Greater Phoenix but not to this extent.

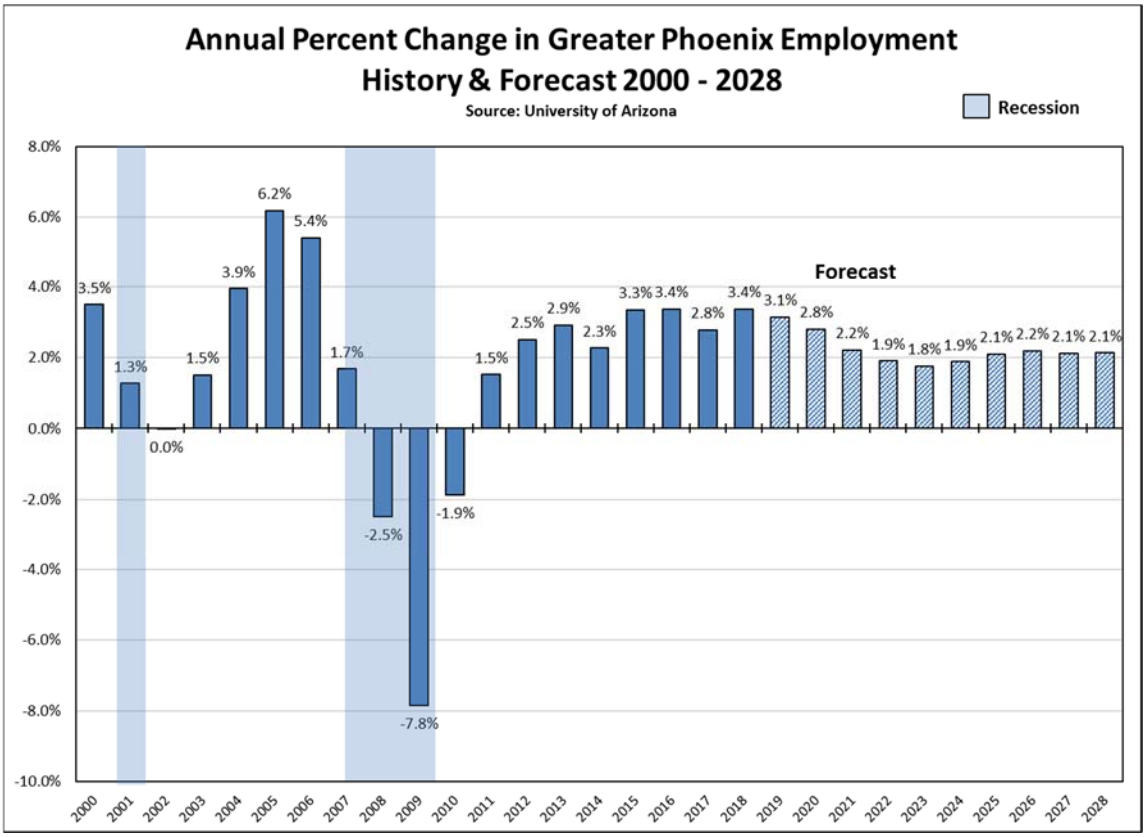
### 1.3 Forecasts

Despite the slow recovery, Greater Phoenix is expected to see significant population and employment growth over the next ten years. Forecasts from the University of Arizona show that Greater Phoenix should grow by an average of 1.6% to 1.8% per year through 2018. While this growth rate is significantly lower than previous economic expansions, the absolute number of forecasted new residents is impressive at more than 80,000 persons per year. Because of the size of Greater Phoenix at more than 4.7 million persons, the area's growth rate will be lower compared to earlier years. Overall, Greater Phoenix is expected to grow by 872,400 persons by 2028. (Note: the forecasts from the University of Arizona differ from the population estimates produced by the U.S. Census.)

Likewise, job growth is finally occurring again and is forecasted by the University of Arizona to grow at an average of 52,000 jobs each year over the next ten years. Healthy job growth could stimulate additional population growth and the region could possibly see population growth rates increase above 2.0%. Greater Phoenix has become an important job center of the Southwest U.S. because of its moderate cost of living relative to the West Coast.


Annual Percent Change in Greater Phoenix Population
History & Forecast 2000 - 2028
Source: University of Arizona
Recession
Forecast
4.5%
4.0%
3.5%
3.0%
2.5%
2.0%
1.5%
1.0%
0.5%
0.0%
3.1% 2.6% 2.7% 3.1% 3.6% 3.8% 3.7% 3.0% 1.9% 0.5% 0.3% 0.6% 1.1% 1.5% 1.5% 1.8% 1.5% 2.2% 1.8% 1.8% 1.8% 1.8% 1.7% 1.7% 1.7% 1.7% 1.7% 1.6% 1.6%
2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028


Annual Change in Greater Phoenix Population
History & Forecast 2000 - 2028
Source: University of Arizona
Recession
Forecast
160,000
140,000
120,000
100,000
80,000
60,000
40,000
20,000
-
97,013 84,701 92,021 105,866 127,690 141,629 141,535 118,586 79,629 19,112 14,296 27,174 46,296 64,775 66,216 78,018 67,482 98,899 83,686 84,157 86,587 86,980 87,117 86,925 86,865 87,837 88,486 88,593 88,890
2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023 2024 2025 2026 2027 2028


Annual Percent Change in Greater Phoenix Employment
History & Forecast 2000 - 2028
Source: University of Arizona
Recession
Forecast
8.0%
6.0%
4.0%
2.0%
0.0%
-2.0%
-4.0%
-6.0%
-8.0%
-10.0%
3.5%
1.3%
0.0%
1.5%
3.9%
6.2%
5.4%
1.7%
-2.5%
-7.8%
-1.9%
1.5%
2.5%
2.9%
2.3%
3.3%
3.4%
2.8%
3.4%
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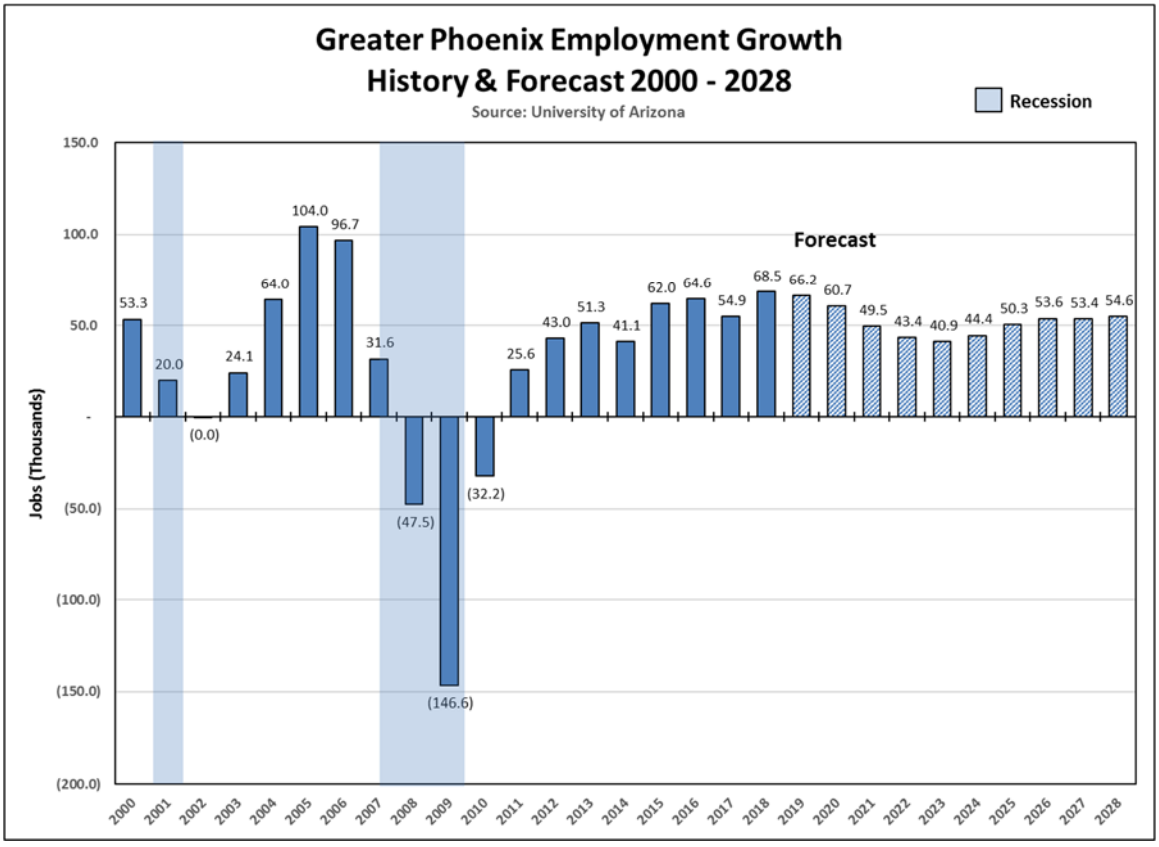
Greater Phoenix Employment Growth
History & Forecast 2000 - 2028
Source: University of Arizona
Recession
Forecast
Jobs (Thousands)
150.0
100.0
50.0
-
(50.0)
(100.0)
(150.0)
(200.0)
53.3
20.0
(0.0)
24.1
64.0
104.0
96.7
31.6
(47.5)
(146.6)
(32.2)
25.6
43.0
51.3
41.1
62.0
64.6
54.9
68.5
66.2
60.7
49.5
43.4
40.9
44.4
50.3
53.6
53.4
54.6
2000
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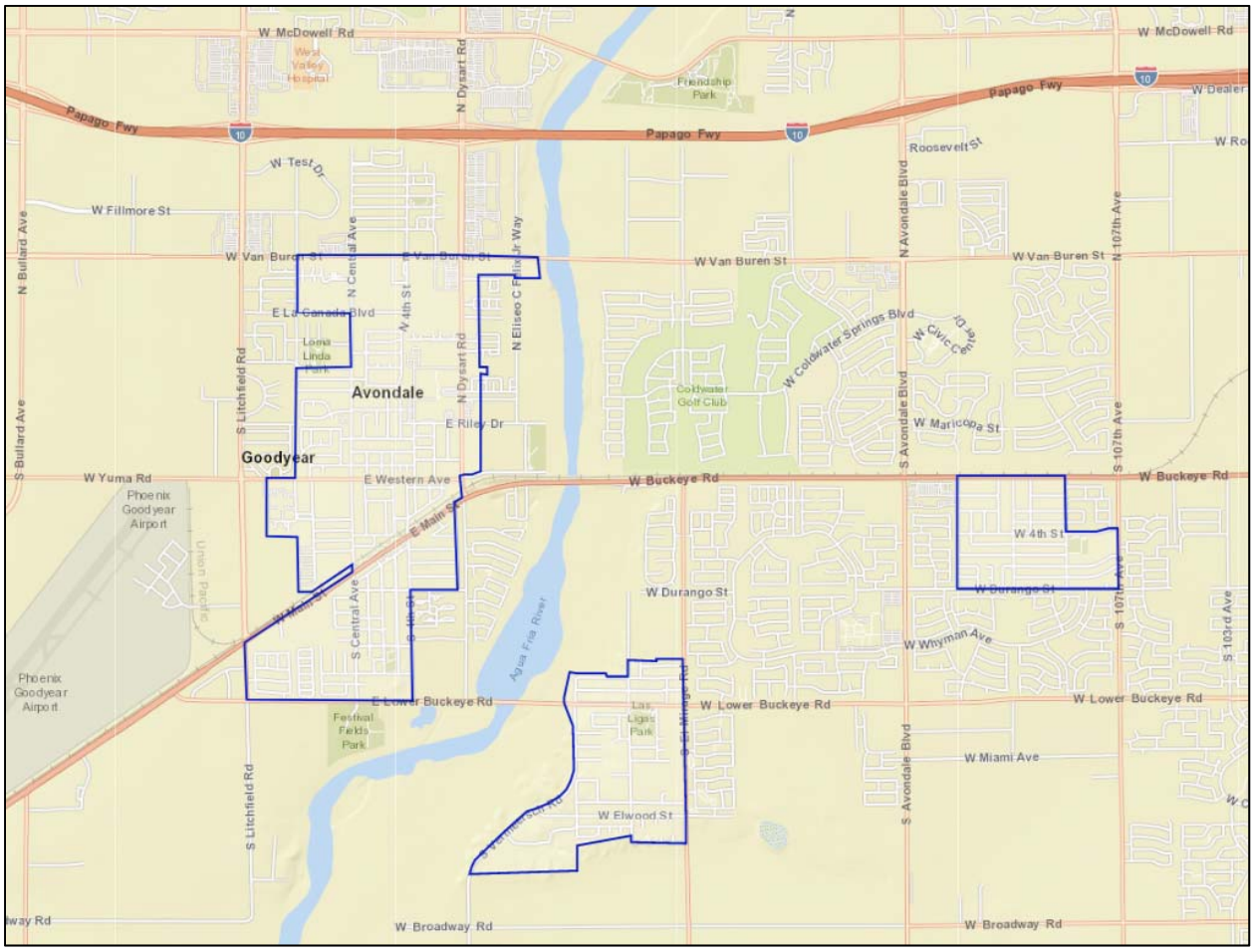
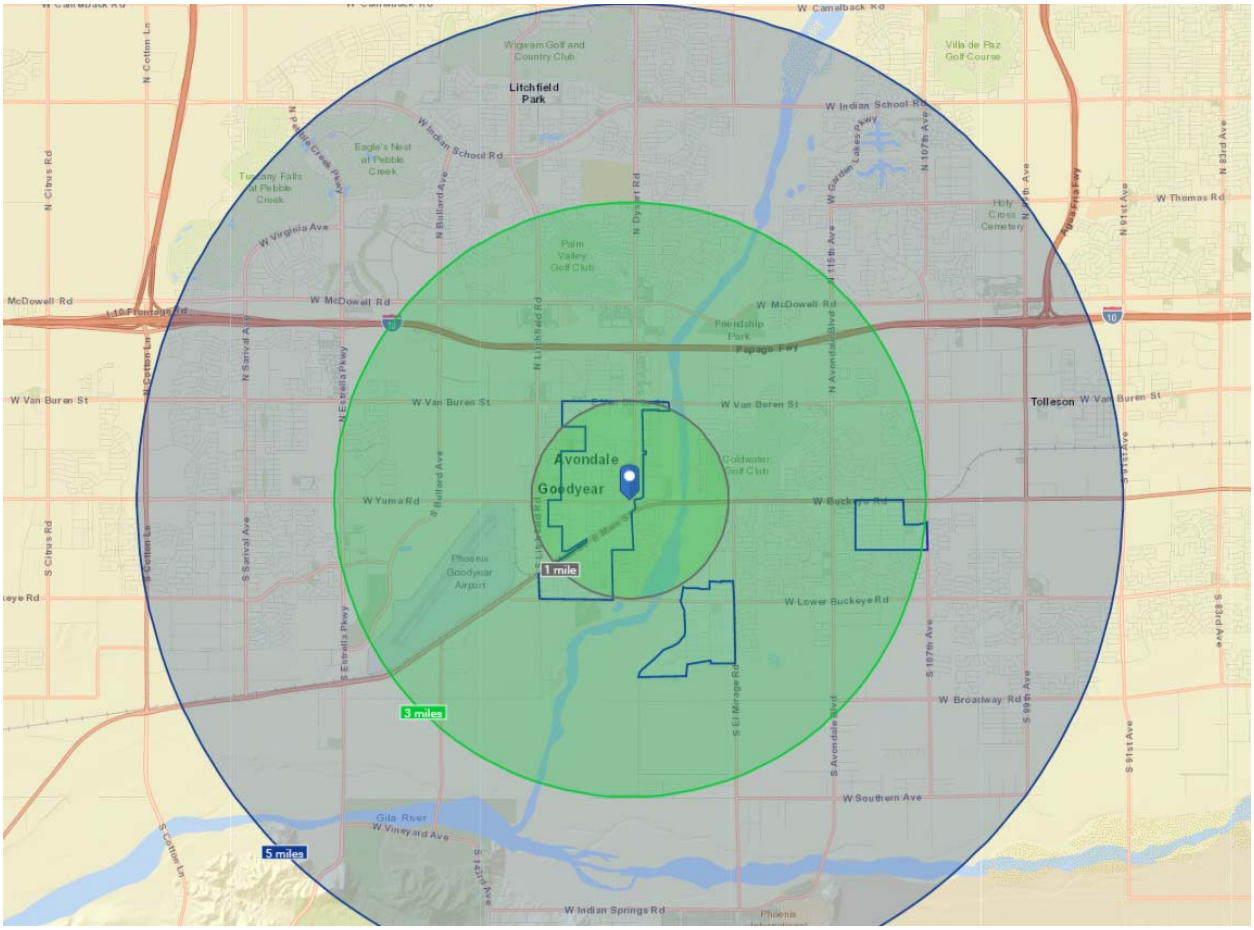
2027
2028

## 2.0 Market Area Overview

The three historic areas are all located within south Avondale and within three miles of each other. Due to the relatively close proximity of the sites, all three areas are considered to be within the same market area, though each area's unique characteristics will generate differing redevelopment opportunities.




Throughout this study, a one-mile, three-mile, and five-mile radius will be referenced to help illustrate the historic areas' near-term and long-term opportunities. In general, a three-to-five-mile radius is considered to be a suitable market area in which a given real estate development product competes. This varies by development type. On the low end of the distance scale are local serving uses, such as neighborhood retail (grocery, fitness, personal services, fast food, etc.). On the high end of the scale would be uses that can generate a more regional draw, such as a restaurant and entertainment district. The following map illustrates the extent of these regions from Historic Avondale.




## 2.1 Demographic Summary

There are approximately 16,200 residents within one mile of the Historic Avondale downtown. This figure grows to 69,400 residents within three miles and 174,400 residents within 5 miles. The median age is young (28.4) within one mile and gradually reports an older population as the market area grows outward, though still much younger than the Maricopa County average. Median household income in the area ranges from $42,671 to $67,787.

| South Avondale Demographic Summary | | | |
|---|---|---|---|
| | 1 mile | 3 miles | 5 miles |
| **2019 Summary** | | | |
| Population | 16,189 | 69,408 | 174,437 |
| Households | 4,752 | 21,339 | 55,611 |
| Families | 3,455 | 15,900 | 42,759 |
| Average Household Size | 3.38 | 3.23 | 3.13 |
| Owner Occupied Housing Units | 2,096 | 12,084 | 37,879 |
| Renter Occupied Housing Units | 2,655 | 9,255 | 17,732 |
| Median Age | 28.4 | 30.1 | 32.3 |
| Median Household Income | $42,671 | $58,494 | $67,787 |
| **2024 Summary** | | | |
| Population | 17,303 | 75,069 | 191,356 |
| Households | 5,076 | 23,015 | 60,950 |
| Families | 3,679 | 17,113 | 46,711 |
| Average Household Size | 3.38 | 3.24 | 3.13 |
| Owner Occupied Housing Units | 2,304 | 13,319 | 42,021 |
| Renter Occupied Housing Units | 2,771 | 9,695 | 18,930 |
| Median Age | 28.9 | 30.8 | 32.5 |
| Median Household Income | $50,310 | $65,645 | $77,359 |

Source: ESRI Business Analyst 2019

## 2.2 Population Projections

As of the latest projections from the Maricopa Association of Governments (MAG), modest growth in residential development is anticipated in the region. By 2030, MAG is projecting just over 20,000 new residents within three miles of historic Avondale. Nearly 43,400 new residents are expected during the same timeframe within 5 miles of the subject sites.

Beyond 2030, MAG expects the South Avondale region to experience continued growth. These projections report over 12,500 new residents between 2030 and 2040 within three miles and an additional 8,600 residents in the decade following (2040-2050). Within five miles, an additional 21,400 new residents are expected between 2030 and 2040. From 2040 to 2050 an additional 14,800 new residents are projected.

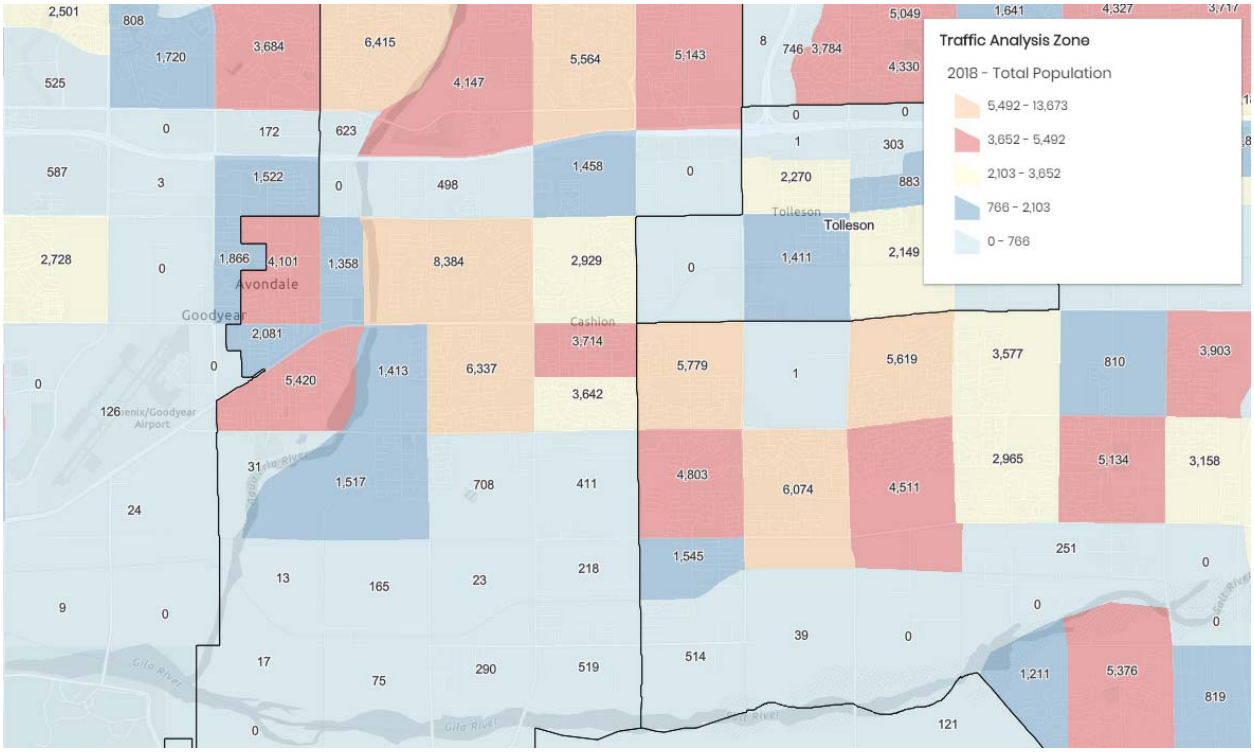
In terms of commercial development and new jobs, there are 8,800 new jobs projected by 2030 within 3 miles and over 17,000 new jobs within five miles. New job growth is expected to continue at a higher rate between 2030 and 2050 in both the immediate and larger market areas.

| South Avondale Long Term Projections 2018-2055 | | | | | | |
|---|---|---|---|---|---|---|
| | 2018 | 2020 | 2030 | 2040 | 2050 | 2055 |
| **3-Mile Radius** | | | | | | |
| **Total Population** | 83,174 | 86,206 | 103,211 | 115,739 | 124,306 | 127,866 |
| **New Population** | | 3,032 | 17,005 | 12,528 | 8,567 | 3,560 |
| **Annual % Growth** | | 1.8% | 1.8% | 1.2% | 0.7% | 0.6% |
| **Site Based Jobs** | 25,879 | 27,068 | 34,686 | 44,384 | 54,171 | 58,106 |
| **New Jobs** | | 1,189 | 7,618 | 9,698 | 9,787 | 3,935 |
| **Annual % Growth** | | 2.3% | 2.5% | 2.5% | 2.0% | 1.4% |
| **5-Mile Radius** | | | | | | |
| **Total Population** | 184,364 | 190,682 | 227,762 | 249,169 | 263,940 | 271,020 |
| **New Population** | | 6,318 | 37,080 | 21,407 | 14,771 | 7,080 |
| **Annual % Growth** | | 1.7% | 1.8% | 0.9% | 0.6% | 0.5% |
| **Site Based Jobs** | 54,572 | 57,451 | 71,658 | 89,626 | 107,309 | 115,843 |
| **New Jobs** | | 2,879 | 14,207 | 17,968 | 17,683 | 8,534 |
| **Annual % Growth** | | 2.6% | 2.2% | 2.3% | 1.8% | 1.5% |

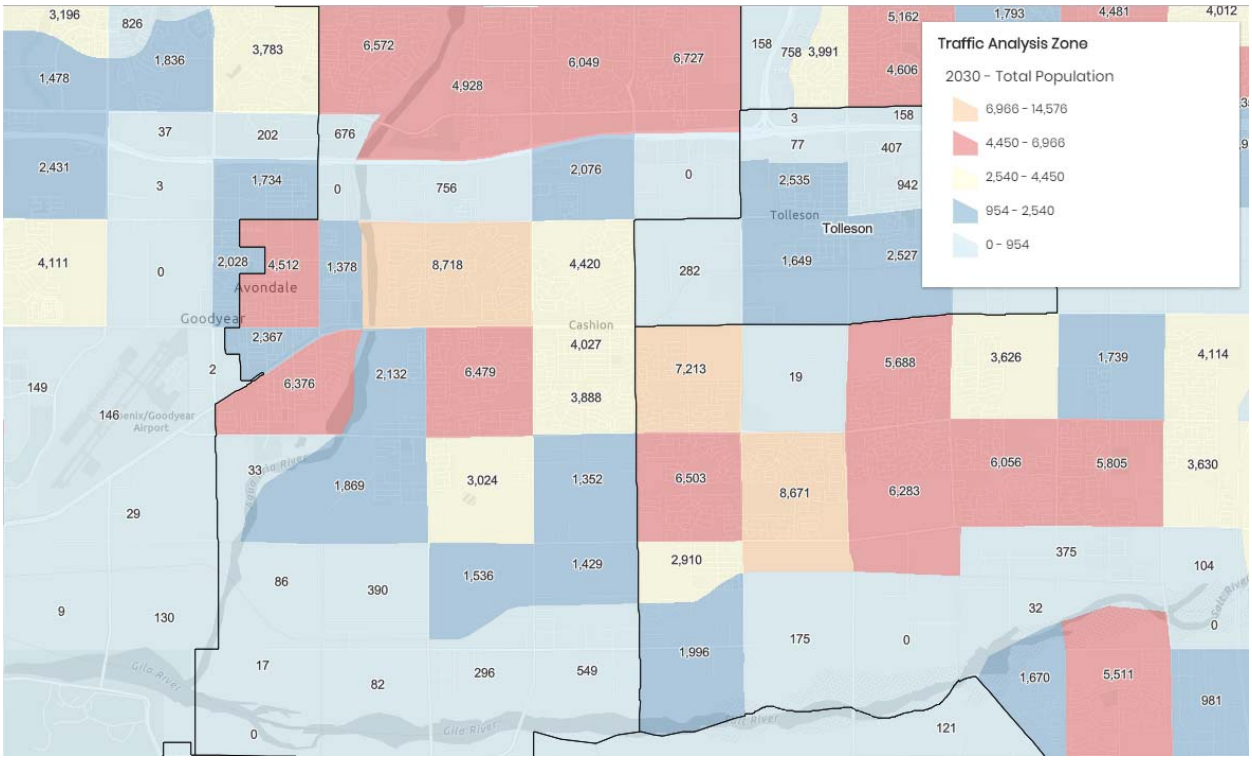
Source: Maricopa Association of Governments 2019

The following maps illustrate the growth and density of population in the south Avondale region.

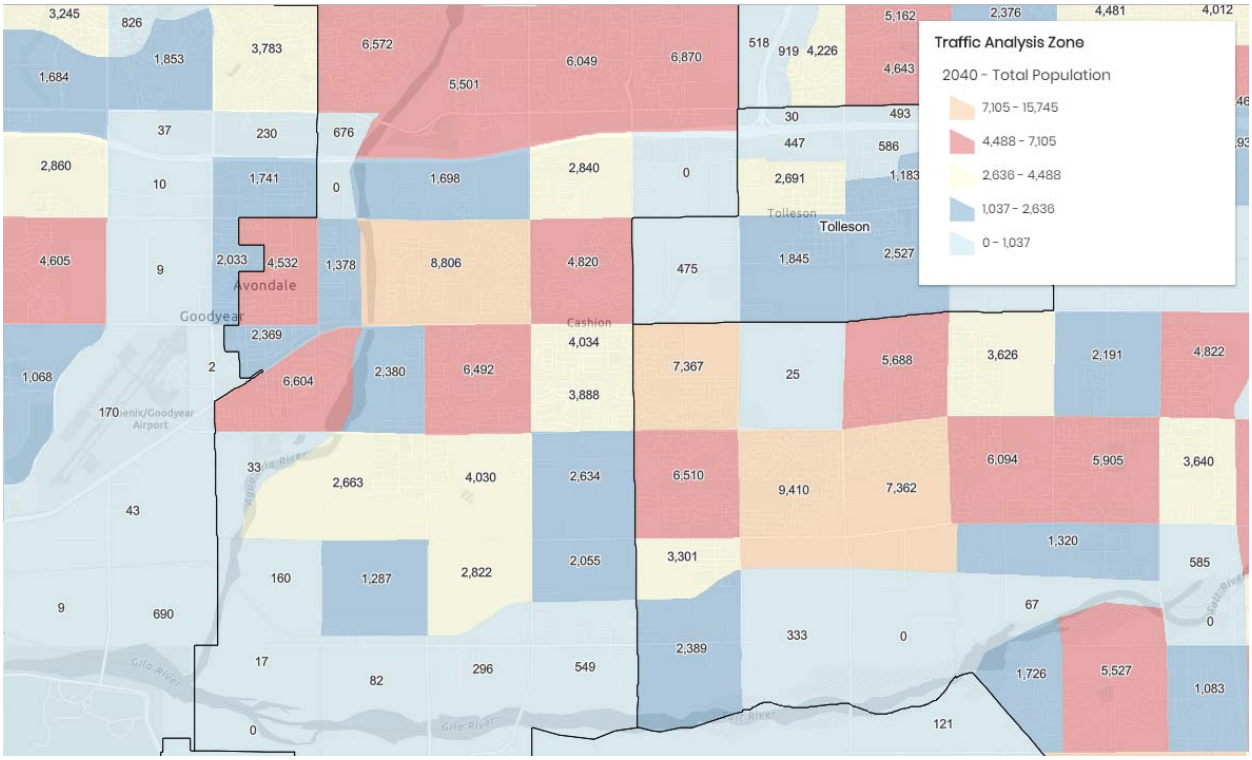
**2018**



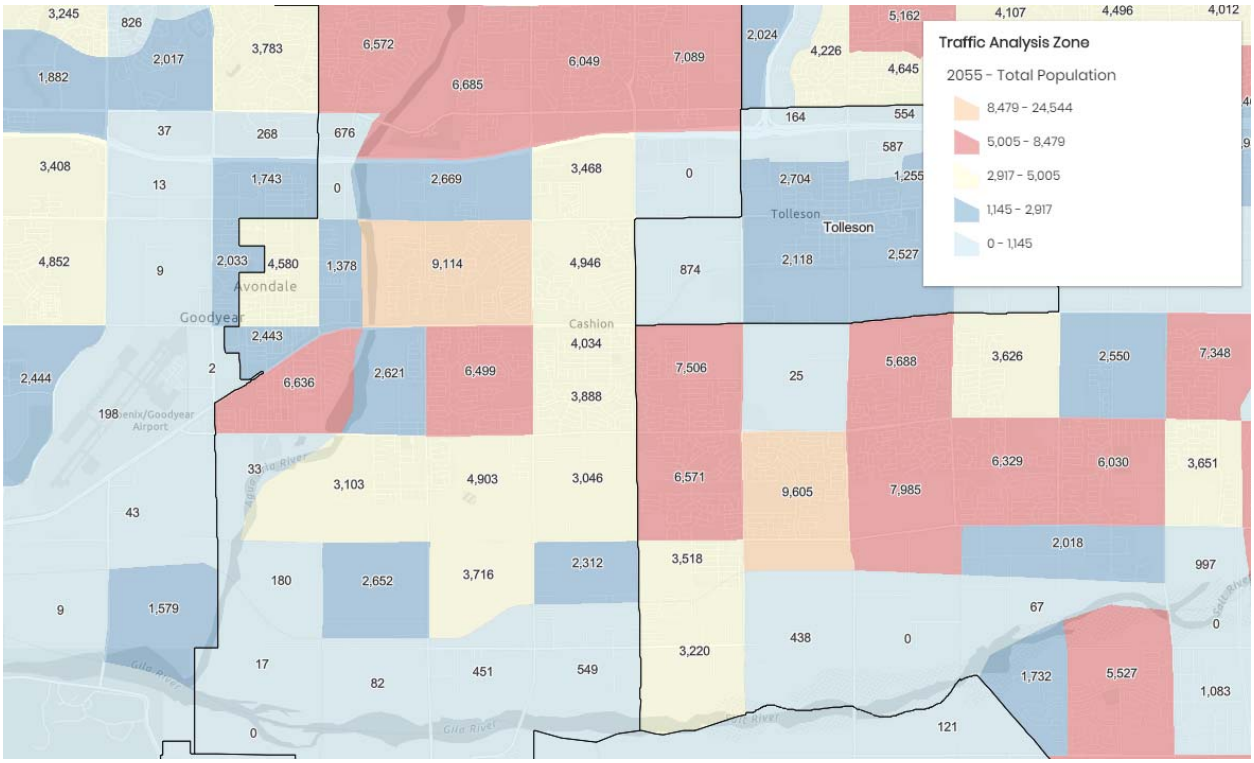
## 2030


Traffic Analysis Zone
2030 - Total Population
6,966 - 14,576
4,450 - 6,966
2,540 - 4,450
954 - 2,540
0 - 954
Avondale
Goodyear
Cashion
Tolleson
Phoenix/Goodyear Airport
Gila River

## 2040


Traffic Analysis Zone
2040 - Total Population
7,105 - 15,745
4,488 - 7,105
2,636 - 4,488
1,037 - 2,636
0 - 1,037
Avondale
Goodyear
Cashion
Tolleson
Phoenix/Goodyear Airport
Gila River

**2055**

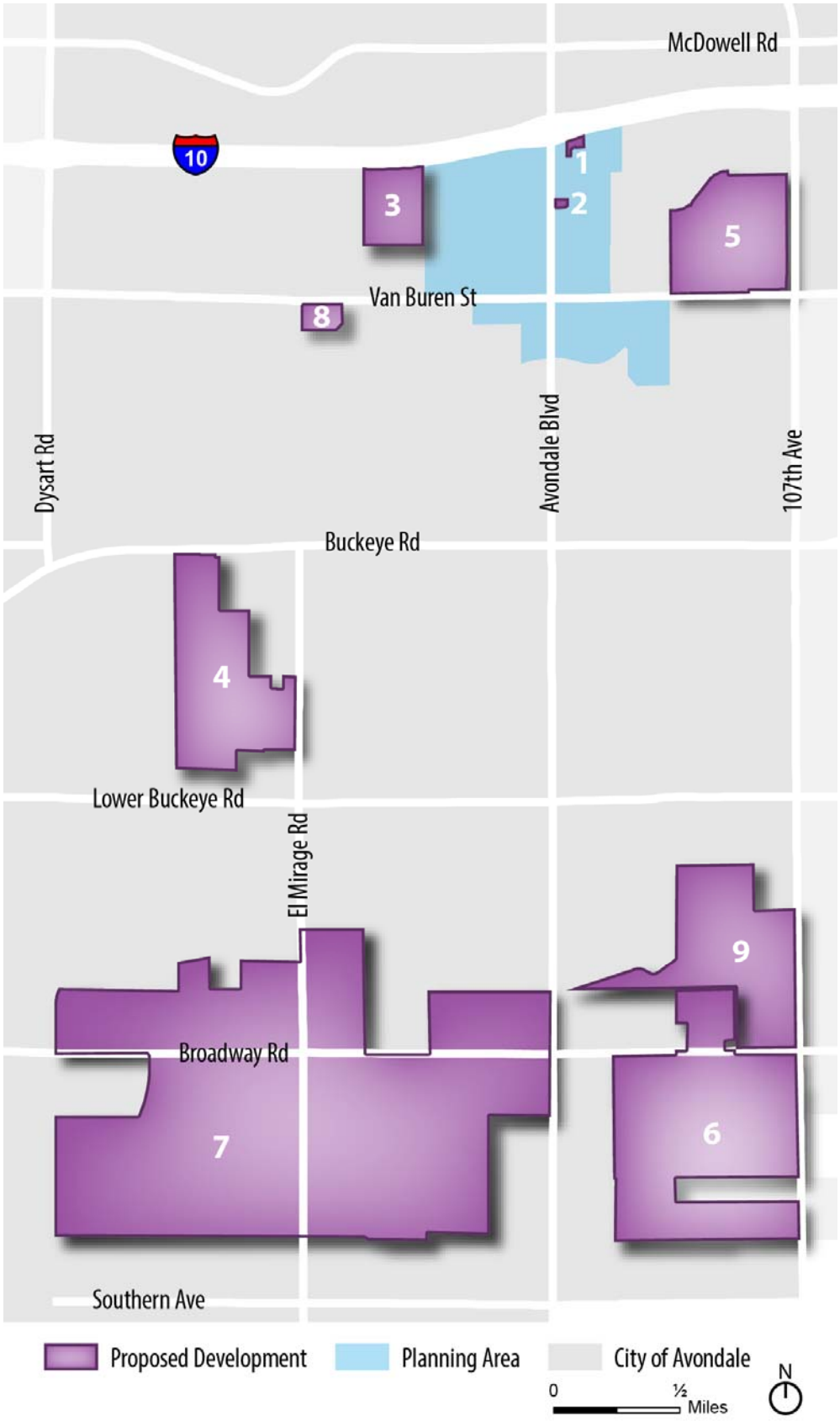



## 2.3 New Development

Several new residential developments are planned for South Avondale. Roosevelt Park (607 total homes at build out), Fairway Townhomes (161 units at the SEC of Fairway and Van Buren) Del Rio Ranch (491 homes), Verde Trails (over 1,000 homes), Alamar (3,695 homes), Entrada (estimated 600 homes), and Hermosa Ranch (309 acres) are all positive trends for the continued growth in the southern region of Avondale.

**South Avondale Residential Development Pipeline**

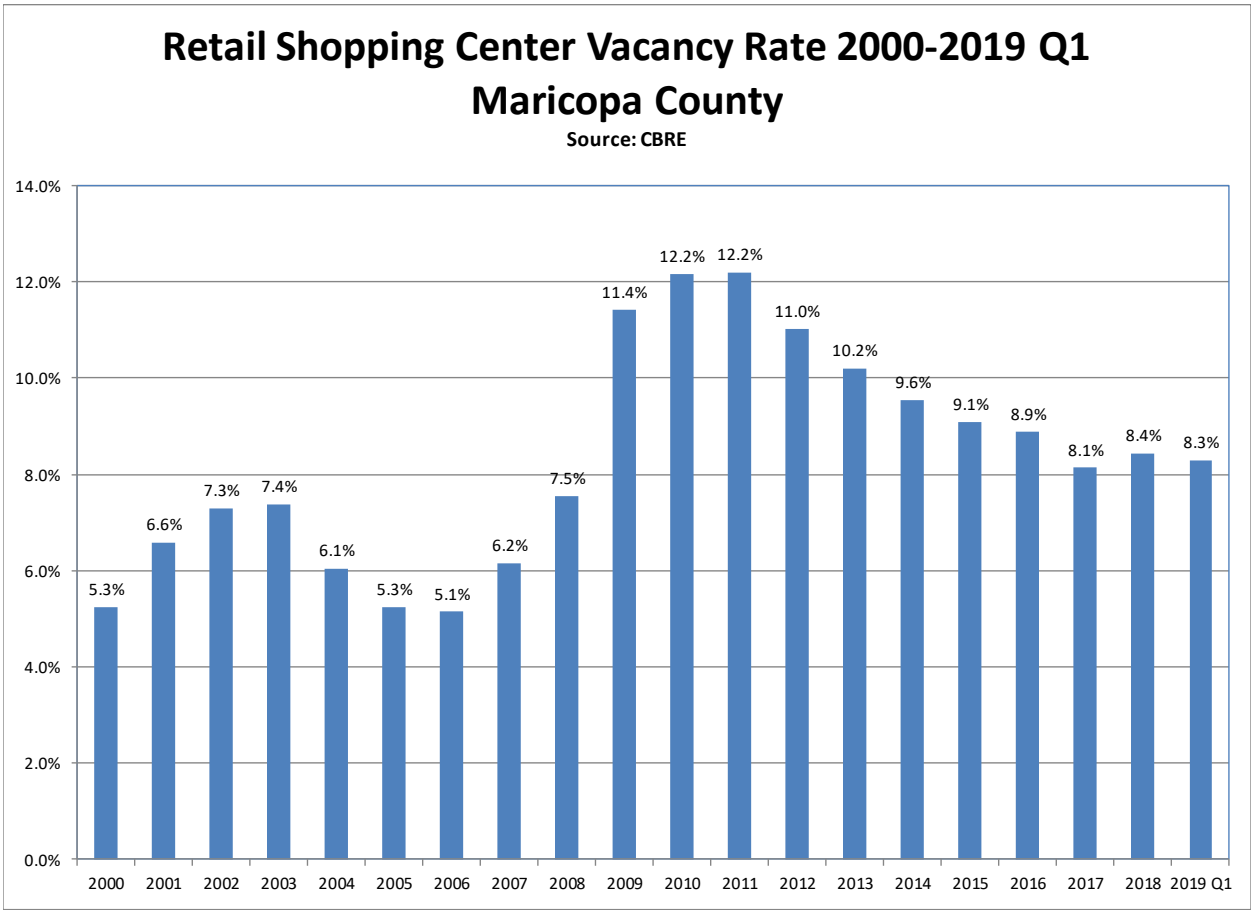
| Map | Project | Location | Type | Size | | Status |
|---|---|---|---|---|---|---|
| 4 | Del Rio Ranch Phase III | W of El Mirage Rd S of Buckeye Rd | SFR | 491 | homes | Planned 2019 |
| 5 | Roosevelt Park Phase II | NWC 107th Ave & Van Buren | SFR | 607 | homes | Planned 2019 |
| 6 | Verde Trails I & II | SWC 107th Ave & Broadway | SFR | 675 | homes | Planned 2019 |
| 7 | Alamar Phase I | SWC Avondale Blvd & Broadway | SFR | 461 | homes | Planned 2020 |
| 8 | Fairway Townhomes | SEC Fairway Dr & Van Buren | TH | 161 | homes | Proposed |
| 9 | Entrada | NWC 107th Ave & Broadway | SFR | 600 | homes | Proposed |


McDowell Rd
10
1
2
3
5
Van Buren St
8
Dysart Rd
Avondale Blvd
107th Ave
Buckeye Rd
4
Lower Buckeye Rd
El Mirage Rd
9
Broadway Rd
7
6
Southern Ave
Proposed Development
Planning Area
City of Avondale
0
½
Miles
N

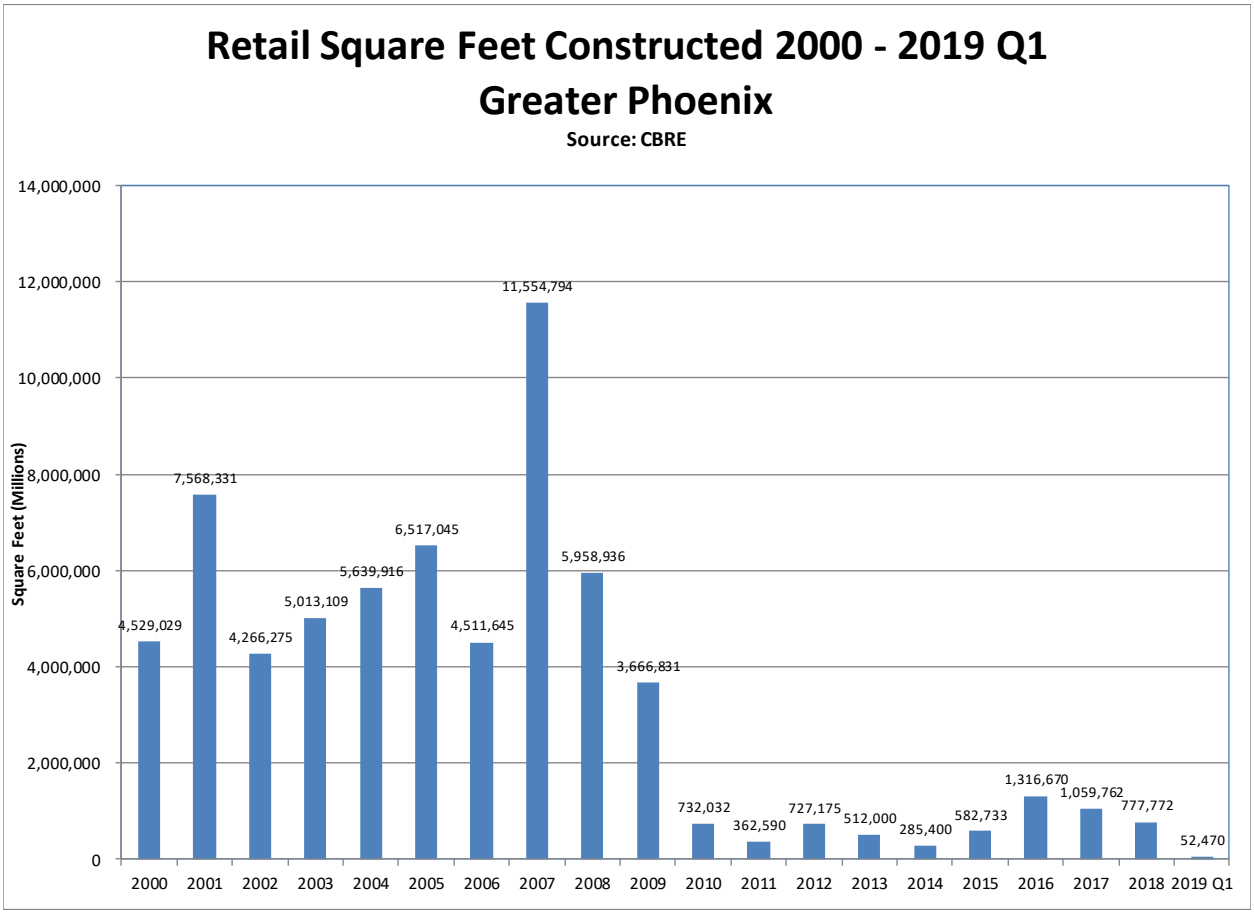
# 3.0 Retail

## 3.1 Maricopa County Retail Market

Over the past 10 years, the Maricopa County retail market has experienced some of its highest vacancy rates in history resulting from the effects of the Great Recession. According to CBRE, the vacancy rate across the Valley reached 12.2% in 2010 and 2011, the highest vacancy rate for retail space ever recorded in the region. Since that time, the vacancy rate has trended downward to 8.3% at the start of 2019.




As a result of the recession and high vacancy rates, shopping center construction activity has declined dramatically. According to CBRE, between 2000 and 2008, an average of 6.1 million square feet of retail space was constructed each year in Maricopa County with 11.6 million square feet constructed in 2007 alone. Since 2010, only 6.4 million square feet of total retail space has been completed or an average of 700,000 square feet each year.




Market conditions existing today in the retail real estate sector have been affected by the last recession. The latest business cycle illustrated longer-term challenges for the brick-and-mortar retail market in Greater Phoenix as well as trends that will affect how the market performs in the future. Following are some of those trends and challenges.

- **Domination:** The market has become dominated by big box retailers and power/community shopping centers.
- **Obsolescence:** Retailing is constantly changing resulting in some companies going out of business as others are entering the marketplace. Currently, restaurants and value-oriented retail are the most viable in the market and actively expanding.
- **Consolidation:** As retail market conditions change, consolidation of companies within the industry occurs. This trend is particularly evident in the grocery store sector.
- **Internet or E-Commerce Sales:** E-Commerce will continue to grow for the foreseeable future. This places more emphasis for development opportunities on restaurants, entertainment, and other experiential retail.

The Greater Phoenix retail market had a relatively healthy 2018, with both reduced vacancy and continued absorption, albeit more modest than in 2017. With the local economy remaining

healthy and the housing market continuing on its path of development, expanding retailers will likely sustain the momentum in the market, particularly among restaurants and other small-space users that thrive when household incomes increase.

Some of the most actively developed retail types in today's market include restaurants, value-oriented retail, fitness centers, and local services. These users may be located within anchor buildings, shops or freestanding pads.

### 3.2 Southwest Valley Retail Market

In the West/Southwest submarket, there is 1.2 million square feet of retail space planned in existing and future shopping centers.

**Retail Construction Phases**
**Under Construction & Planned**

| Property Name<br>Address | Total SF<br>Year Built | Existing | Under Construction | Planned | Development Type |
|---|---|---|---|---|---|
| ALDI Laveen Center<br>SE Baseline Rd/59th Ave | 52,900<br>2019 | | | 52,900 | Neighborhood Center |
| Canyon Trails Towne Center<br>NE Yuma Rd Cotton Ln | 700,000<br>2008 | 389,271 | | 139,300 | Power Center |
| EoS Fitness<br>NE Encanto Ave/75th Ave | 81,000<br>2018 | 35,000 | | 46,000 | Neighborhood Center |
| Estrella Commons<br>SEC I-10/Estrella Pkwy | 190,400<br>2019 | | | 190,400 | Neighborhood Center |
| Laveen Park Place<br>SW Baseline Rd/59th Ave | 273,763<br>2018 | | | 273,763 | Power Center |
| Maya Cinemas<br>SW McDowell Rd/67th Ave | 83,076<br>2019 | | | 83,076 | Neighborhood Center |
| Park 10<br>SE Mcdowell Rd107th Ave | 146,305<br>2016 | 69,665 | | 76,640 | Retail/Office |
| Pebblecreek Village<br>SW Mcdowell Rd Pebble Creek Pkwy | 176,420<br>2018 | | | 176,420 | Neighborhood Center |
| Sundance Marketplace<br>SE Yuma Rd Watson Rd | 64,151<br>2018 | | | 64,151 | Community Center |
| Village Grove at Verrado<br>NW Indian Schl Rd Jackrabbit Trl | 173,557<br>2018 | | | 140,270 | Neighborhood Center |
| **Properties: 10** | **1,941,572** | **493,936** | | **1,242,920** | |

Source: CBRE

### 3.3 Market Area Spending Potential

The U.S. Consumer Expenditure Survey is an important source of information that describes the spending habits of U.S. residents. The Survey has been conducted for decades and provides a consistent, long term history of spending trends.

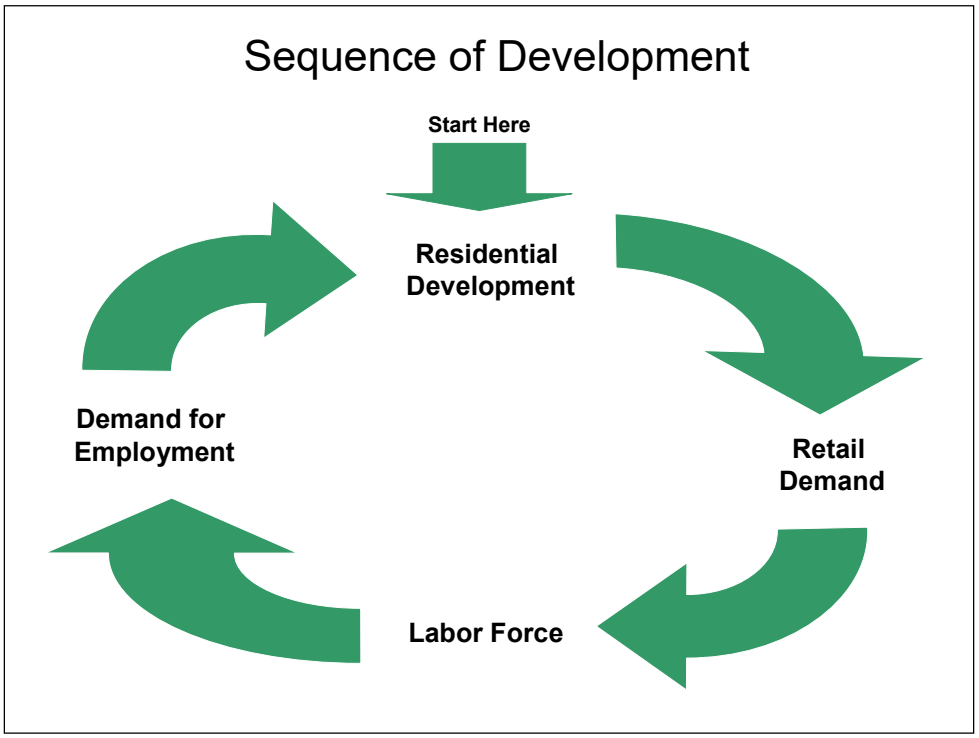
Due to the extensive amount of retail along the I-10 within the market area, the current retail gap analysis shows very few gaps in the market today. Based on the data below, a gas station is the only category that shows any short term potential.

**Retail MarketPlace Profile**
**Avondale Revitalization Areas - 3 Mile Radius**

| Summary Demographics | | | |
|---|---|---|---|
| 2019 Population | 69,408 | | |
| 2019 Households | 21,339 | | |
| 2019 Median Disposable Income | $50,534 | | |
| 2019 Per Capita Income | $22,108 | | |
| **2017 Industry Group** | **Demand** (Retail Potential) | **Supply** (Retail Sales) | **Retail Gap** |
| Motor Vehicle & Parts Dealers | $124,322,513 | $236,560,451 | -$112,237,938 |
| Furniture & Home Furnishings Stores | $19,510,168 | $26,400,666 | -$6,890,498 |
| Electronics & Appliance Stores | $19,641,897 | $28,274,020 | -$8,632,123 |
| Bldg Materials, Garden Equip. & Supply Stores | $39,559,337 | $60,992,957 | -$21,433,620 |
| Food & Beverage Stores | $98,341,569 | $140,940,039 | -$42,598,470 |
| Health & Personal Care Stores | $35,092,355 | $44,986,527 | -$9,894,172 |
| Gasoline Stations | $55,988,593 | $25,297,676 | $30,690,917 |
| Clothing & Clothing Accessories Stores | $27,292,863 | $17,894,315 | $9,398,548 |
| Sporting Goods, Hobby, Book & Music Stores | $16,418,535 | $31,773,695 | -$15,355,160 |
| General Merchandise Stores | $112,520,002 | $277,718,976 | -$165,198,974 |
| Miscellaneous Store Retailers | $22,681,256 | $29,403,633 | -$6,722,377 |
| Nonstore Retailers | $5,752,599 | $133,527 | $5,619,072 |
| Food Services & Drinking Places | $63,550,407 | $136,731,537 | -$73,181,130 |

**Source:** Esri and Infogroup. Esri 2019 Updated Demographics. Esri 2017 Retail MarketPlace. Copyright 2019 Esri. Copyright 2017 Infogroup, Inc. All rights reserved.

Despite the obvious surplus in most of the retail categories, each new additional resident will create demand for additional local serving retail. Continued residential development in all forms within the market area will be critical to the eventual success of additional commercial development. As the following graphic helps to illustrate, local residents will be the main source of retail demand and also provide a local workforce for office development. This residential development must come first, eventually building to a critical mass of residents to attract additional retailers.




Based on the future growth of the area outlined previously, the following table illustrates that new, local serving retail development will be warranted in the future. By 2030, new residential development in South Avondale should create demand for just over 50,000 square feet of grocery store space. This would be equivalent to a small format grocer such as Sprout's. In addition to grocery store space, an estimated 82,300 square feet of new space will be demanded in other local serving retail categories such as restaurants. By 2040, there will be an estimated 82,200 square feet of grocery store demand and 133,700 square feet of other local serving retail demand.

## Future Retail Spending Analysis
## Avondale Revitalization Areas 3-Mile Radius

| Income & Spending Assumptions | Dollars | Percent of Income |
|---|---|---|
| Market Area Average Household Income 2019 | $71,924 | |
| Total Retail Spending/Hhld (Excluding vehicles) | $18,874 | 26.2% |
| **Local-Serving Retail Spending** | **$8,106** | **11.3%** |
| Grocery Spending/Hhld | $4,102 | 5.7% |
| Other Non-Grocery Local-Serving Retail Spending/Hhld | $4,003 | 5.6% |
| **Regional-Serving Retail Spending/Hhld** | **$7,504** | **10.4%** |
| **Restaurant Spending/Hhld** | **$3,264** | **4.5%** |

| | 2030 | 2040 |
|---|---|---|
| New Population | 20,037 | 32,565 |
| Households (based on 3.25 pers/hhld) | 6,165 | 10,020 |
| **Supportable Local-Serving Retail Demand** | | |
| Total Grocery Spending | $25,292,426 | $41,106,345 |
| Supportable SF at $500 Per SF in Sales | 50,585 | 82,213 |
| Other Local-Serving Retail Spending (excluding Groceries) | $24,680,655 | $40,112,070 |
| Supportable SF at $300 Per SF in Sales | 82,269 | 133,707 |

Sources: U.S. Consumer Expenditure Survey, ESRI 2019, AZ DOA

# 4.0 Multi-Family

## 4.1 Maricopa County Overview

The following table illustrates a 15-year history of multi-family trends for Maricopa County by certain performance metrics such as vacancy and rent. As the table shows, periods of high vacancy lead to softening of rents and depressed construction activity during the Great Recession. Ultimately as the economy recovered, lower vacancy and rent appreciation resulted.

The region is currently in a period of historically high occupancy levels and increasing rents which are expected to continue. From 2013 through 2018, rents rose by an annual average of 6.7% on a compounded basis (6.3% growth in price per square foot annually). The market is expected to continue in this pattern for the near term.

**Maricopa County Multi-Family Trends**

| Year | % Vacant | Average Rent/Unit | % Rent Growth | Average SF/Unit | Average Rent/SF | % Growth |
|---|---|---|---|---|---|---|
| 2004 | 10.7% | $659 | 0.3% | 804 | $0.82 | 0.2% |
| 2005 | 8.3% | $672 | 2.0% | 801 | $0.84 | 2.4% |
| 2006 | 7.3% | $711 | 5.8% | 796 | $0.89 | 6.5% |
| 2007 | 9.4% | $739 | 3.9% | 797 | $0.93 | 3.8% |
| 2008 | 12.0% | $745 | 0.8% | 799 | $0.93 | 0.5% |
| 2009 | 14.3% | $726 | -2.6% | 803 | $0.90 | -3.1% |
| 2010 | 12.7% | $716 | -1.3% | 805 | $0.89 | -1.5% |
| 2011 | 9.9% | $717 | 0.1% | 807 | $0.89 | -0.2% |
| 2012 | 8.7% | $736 | 2.7% | 821 | $0.90 | 1.3% |
| 2013 | 8.0% | $749 | 1.7% | 822 | $0.91 | 1.2% |
| 2014 | 7.5% | $791 | 5.6% | 829 | $0.95 | 4.7% |
| 2015 | 7.3% | $847 | 7.1% | 831 | $1.02 | 6.9% |
| 2016 | 7.3% | $904 | 6.7% | 833 | $1.09 | 6.4% |
| 2017 | 7.9% | $952 | 5.3% | 836 | $1.14 | 4.9% |
| 2018 | 7.3% | $1,037 | 9.0% | 839 | $1.24 | 8.6% |
| Q2 2019 | 7.3% | $1,075 | 7.5% | 839 | $1.28 | 7.5% |
| **2004-2018 Average Annual Growth Rate** | | **3.3%** | | | **3.0%** | |
| **2013-2018 Average Annual Growth Rate** | | **6.7%** | | | **6.3%** | |

Source: RealData

Since 2015, over 34,500 apartment units have been built in the county. The average size and rents for these units are higher than the typical apartment complex found in the region. Overall, the typical unit constructed in the last five years is 937 square feet in size with a rent of $1.63 per square foot. Rents for the newest communities are averaging $1.85 per square foot.

### 4.2 West Valley Overview

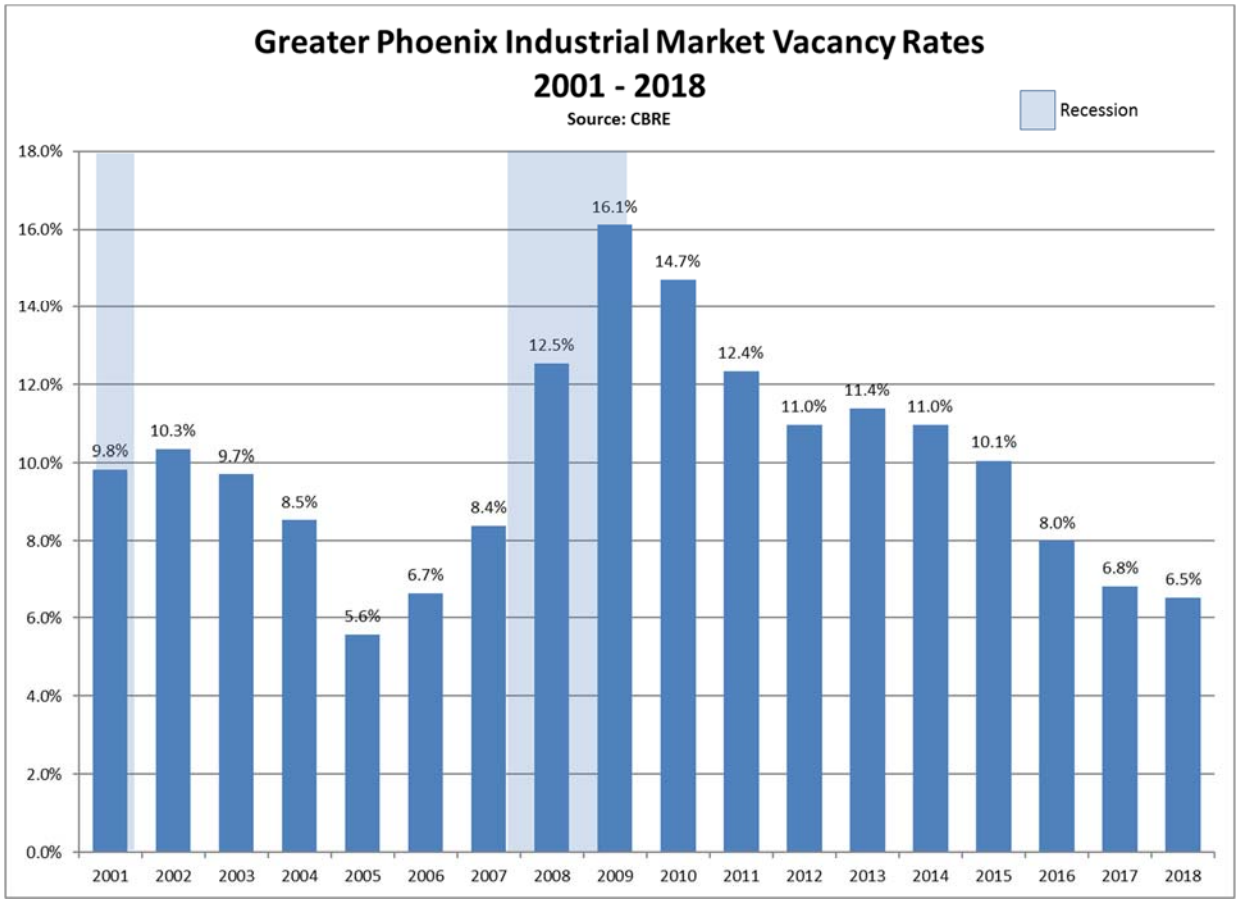
Of the 145 complexes built in the county since 2015, the majority (88 complexes) have been built in Phoenix, Scottsdale and Tempe. These cities also command the highest rents with complexes in the remaining suburban cities having rents generally much lower. Most of the construction activity has occurred in Phoenix (primarily the central city), and the East Valley. An estimated 18 communities (12%) have been completed in the West Valley.

There have been positive trends in apartment development for the suburban areas of the Valley, especially for sites with freeway access. Just a few years ago, there were no active apartment projects west of the I-17. Today, there are several projects that have been built, under construction, or in the planning stages. Close proximity to the freeway is a common site selection factor for these suburban apartment projects. The recently completed 400-unit Avalon apartment community (located north of McDowell on 103rd Avenue, north of the Harkins and Costco anchored Gateway Pavilions shopping center) is one example of that positive trend for continued suburban and West Valley multi-family development.

## 5.0 Industrial

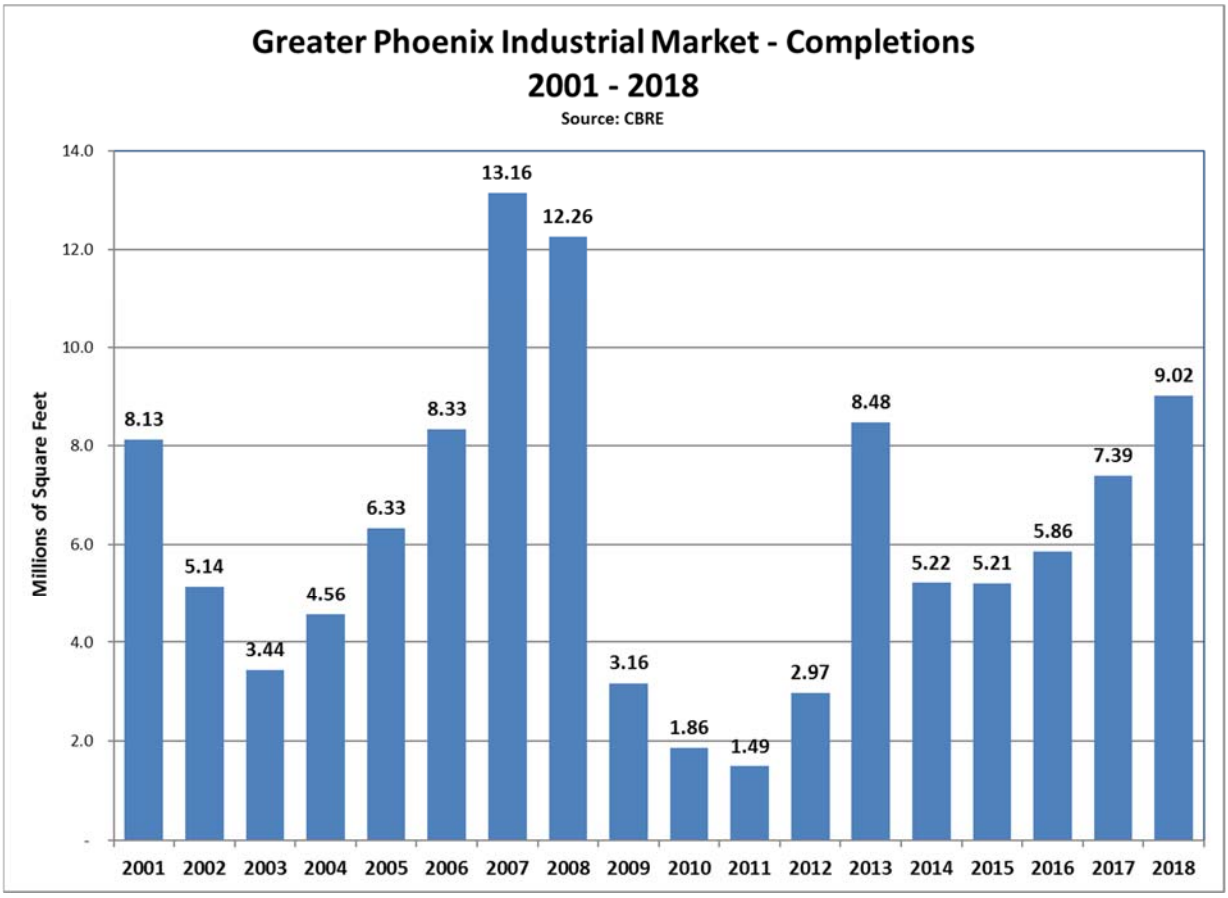
At the end of 2018, the Greater Phoenix industrial market was comprised of 318.2 million square feet of building space according to CBRE, an increase of approximately 113.4 million square feet since 2001. The market is affected by economic cycles, similar to most real estate products. However, for the most part, the swings in vacancy and occupancy of industrial buildings have been less severe than other real estate sectors, particularly when compared to the office sector.

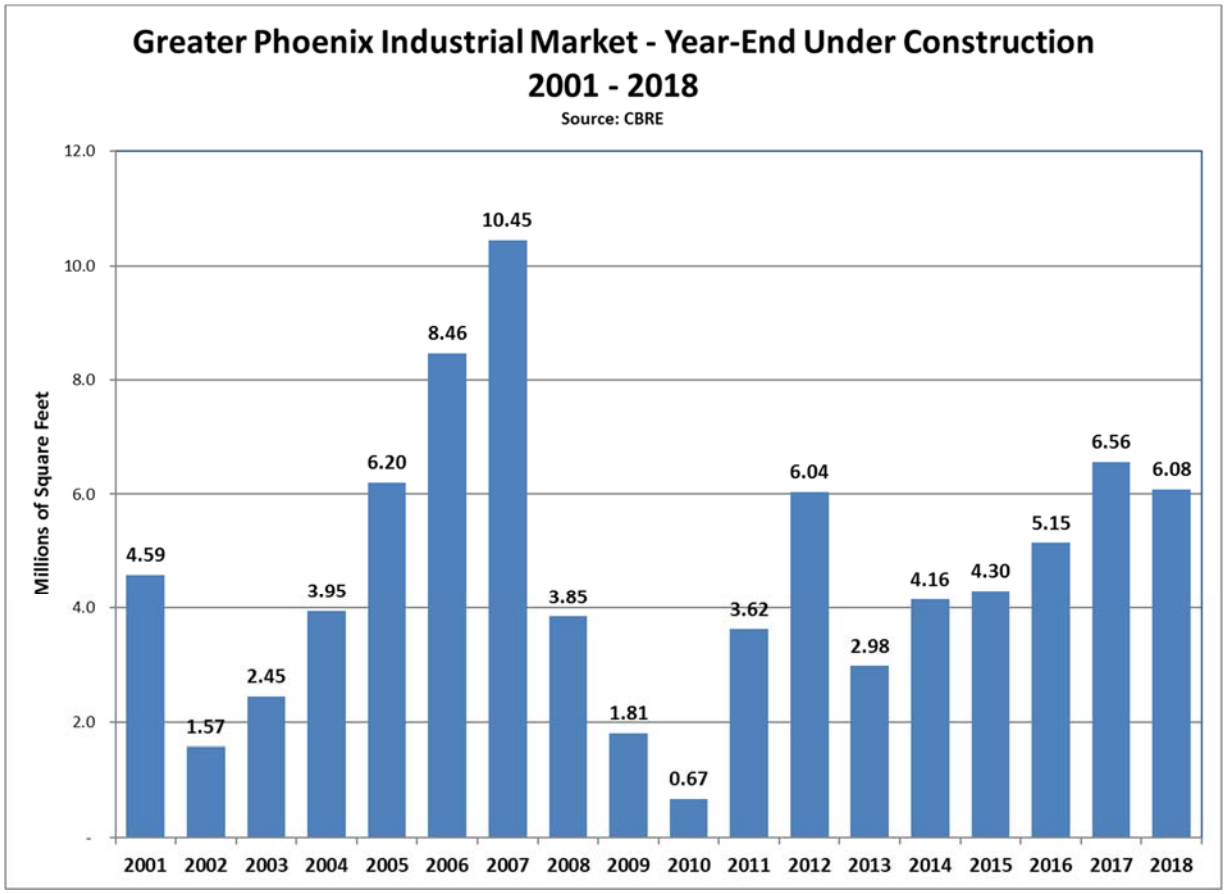
The vacancy rate for the industrial market has averaged just under 10% over the last 17 years. Prior to the Great Recession, the vacancy rate declined to 5.6% before spiking to 16.1% at the height of the recession. Since 2009, vacancy rates have declined to 6.7% suggesting near full occupancy of the industrial inventory.




The Greater Phoenix industrial market experienced significant levels of construction activity in 2007 and 2008 in response to the strong demand for industrial space in the 2004 to 2006 timeframe. More than 25 million square feet of industrial space was constructed in 2007 and 2008 which led to the high vacancy rates as the effects of the Great Recession took hold and companies delayed expansion or eliminated unneeded space. Starting in 2013, construction activity returned to more sustainable levels with more than five million square feet constructed between 2014 and 2016. In response to low vacancy rates, 7.4 million square feet of industrial

buildings were completed in 2017 and another 9.0 million square feet in 2018. An additional 6.1 million square feet was under construction at the end of 2018.






Across the country, the industrial market has been the most dynamic real estate sector over the past five years, buoyed by strong employment growth. E-commerce is a primary driver of the sector as online retailers continue to perfect their supply chains to deliver goods more rapidly and cost effectively. The growth in E-commerce is also contributing to high demand at the nation's port. In some cities, former big box retail sites that became vacant are being converted to distribution and logistics buildings. Strong employment and population growth in Phoenix are driving local demand. Manufacturing, third-party logistics, pharmaceuticals and E-commerce are fueling the demand for industrial space in Greater Phoenix.

Over the long-term, from 1990 to 2018, the Greater Phoenix industrial market has grown at an average rate of 160,300 square feet of space for every 1,000 jobs (or a ratio of 160 square feet per new employee). The employment forecast over the next ten years is expected to bring more than 517,000 jobs to the region. This level of growth will continue to drive the industrial real estate market.

The forecasted demand for industrial space over the next ten years is based on the long-term (from 1990 to 2018) relationship between job growth and the development of industrial properties. Based on that relationship, the forecasted demand for industrial space is 66.3 million square feet through 2028. To be conservative, this number represents a 20% reduction to the calculated demand estimate to account for the potential for a mild economic recession.

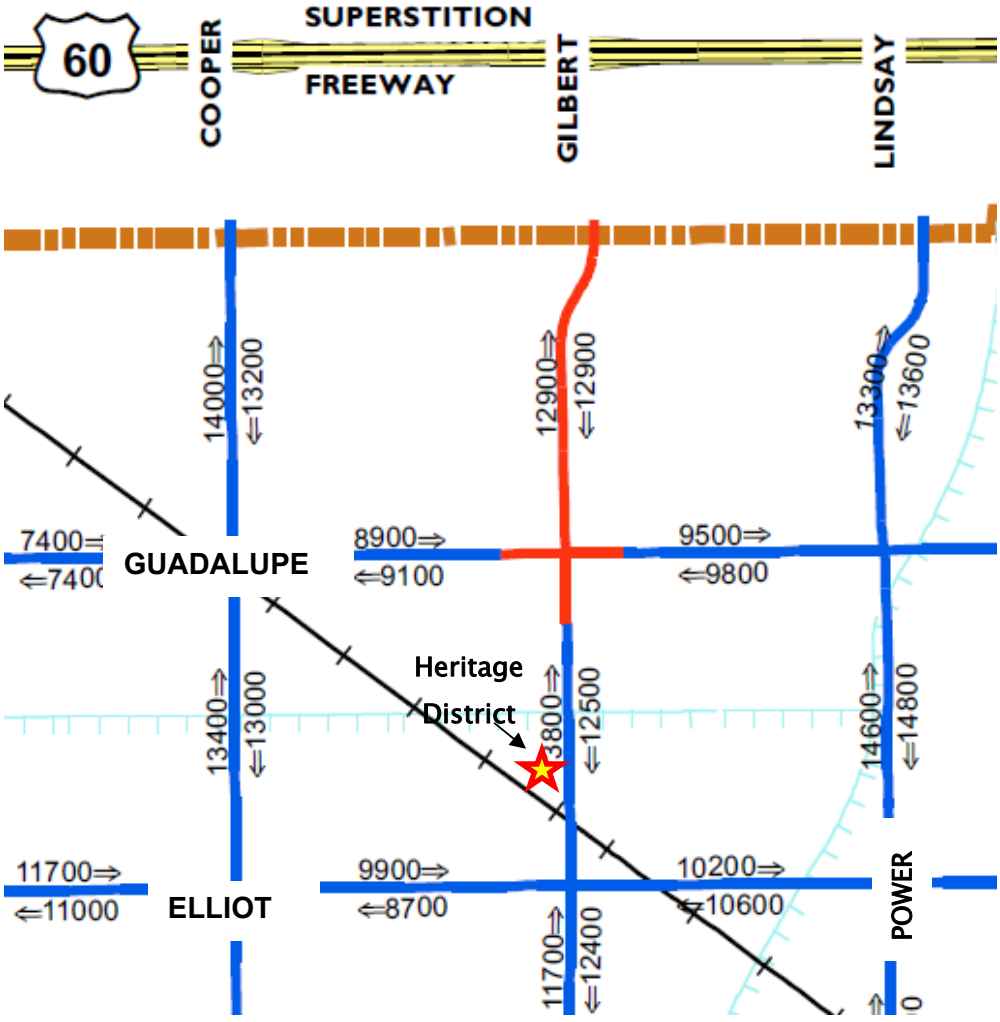
# 6.0 Case Studies

## 6.1 Historic Gilbert Heritage District

### *6.1.1 Site Access and Visibility*

Average daily traffic volumes on nearby arterial streets area shown on the following graphic. Traffic count data comes from the Town of Gilbert. As of 2017, northbound Gilbert Road carries 13,800 vehicles per day and southbound Gilbert Road experiences 12,500 vehicles per day (26,300 VPD total). Westbound Guadalupe Road reports between 9,100 and 9,800 vehicles per day while eastbound traffic reports between 8,900 and 9,500 vehicles per day (18,000 to 19,300 VPD total). Westbound Elliot Road reports between 8,700 and 10,600 vehicles per day while eastbound traffic reports between 9,900 and 10,200 vehicles per day (18,600 to 20,800 VPD total). The frontage along Gilbert Road will provide excellent visibility for the development.

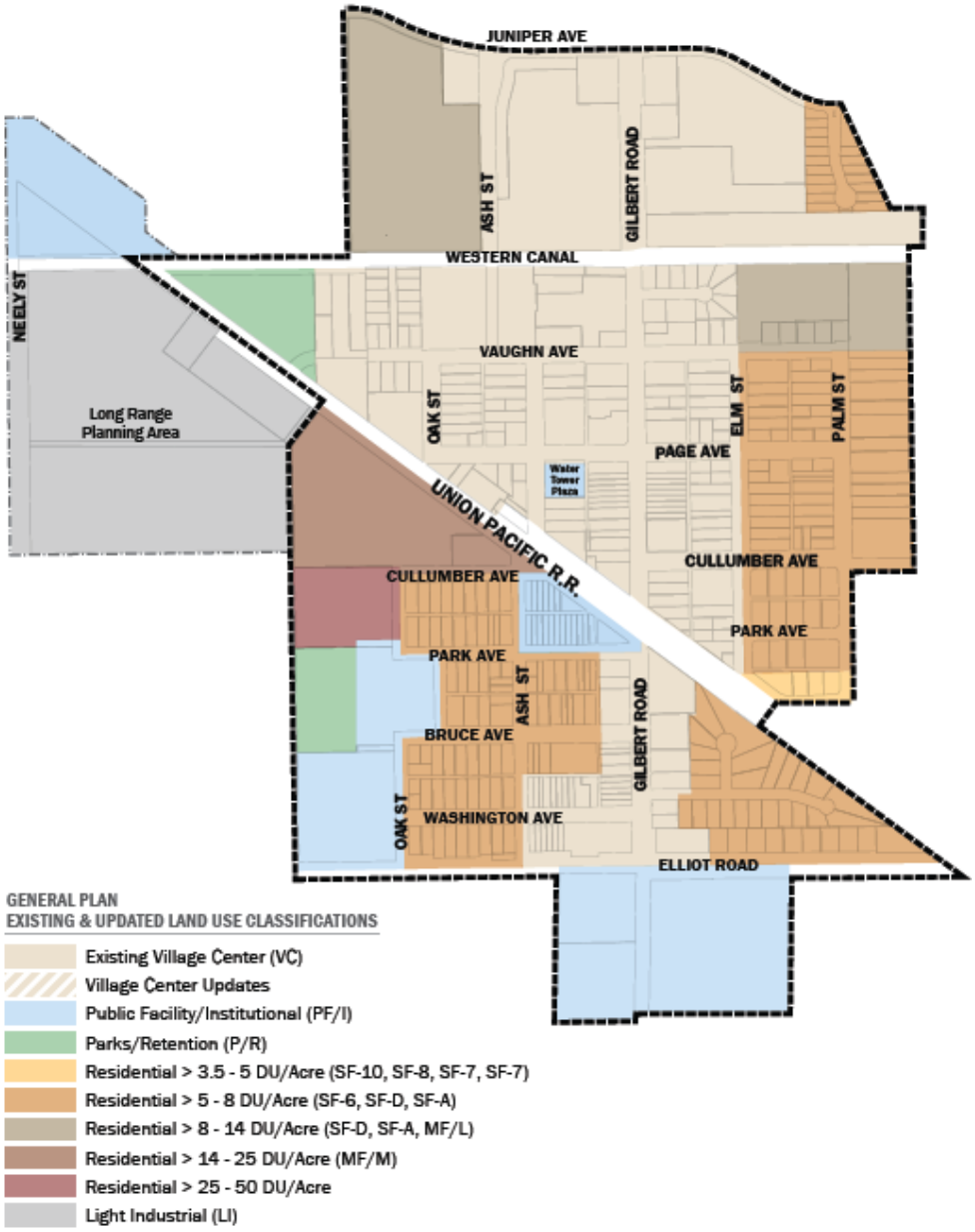
**2017 Average Daily Traffic Counts**



*6.1.2 Regional Character*

Downtown Gilbert is referred to as the Heritage District. The Heritage District has been the subject of numerous planning efforts including a master plan, several redevelopment plans (1991, 2001, 2008, 2018), and design guidelines. The objective of the area is to become a mixed-use, pedestrian-oriented project focused on the Village Center concept.

The Heritage District land use plan encompasses 192 acres. It is located along both sides of Gilbert Recker Road extending approximately 1,000 feet east and west from Juniper Avenue to 600 feet south of Elliot Road. The Village Center is much smaller, with current development found on 35 acres (an additional 8.5 acres is in pre-development).



The Heritage District is identified by the Town of Gilbert as a Growth Area, which is intended to create viable and concentrated areas of development that integrate a variety of land uses and open space and is a prime location for infill development. The Town of Gilbert's goal is to continue to see the Heritage District develop as a core area and development types will consist of retail shops, restaurants, offices, lodging, entertainment, public plazas, and very high-density residential units. Estimated market absorption over the next 10 years by land use is as follows:

- 151,500 square feet of retail.
- 322,000 square feet of commercial office.
- 320 hotel rooms.
- 2,010 units of multi-family housing.
- 5,400 parking spaces.

The 2018 Redevelopment Plan envisions the North Anchor as an 18-hour employment and entertainment development with ground floor retail. Suggested land uses include office, restaurants/entertainment retail, hotel, and parking. A proposed plan by LGE would satisfy significant development goals for the Heritage District in terms of multi-family, office, hotel, and retail.

According to Discover Gilbert, 26 restaurants have been added to the Heritage District in the last 5 years, including some of the top restaurant brands in Metro Phoenix as well as locally grown creations such as Joe's Barbecue and Liberty Market. The district also features the Hale Theater with Broadway shows, the Gilbert Farmers Market every Saturday and the Art Walk on the first and third Saturdays from October through March. The district is also connected to Gilbert's 135-mile bike path system. The following map illustrates the various retail, dining, and entertainment options currently found within the Heritage District.

# HERITAGE DISTRICT

## SHOP

1. **Arizona Hardwood Flooring Supply**
   15 N Gilbert Rd
   480-632-9111
   azwood.com
2. **Art Intersection**
   207 N Gilbert Rd, Ste 201
   480-361-1118
   artintersection.com
3. **C&J's Antiques and Garden**
   40 N Gilbert Rd
   480-539-0401
   facebook.com/cjsantiquesandgarden
4. **Flashback Antiques**
   225 N Gilbert Rd
   480-503-2255
   facebook.com/flashbackantiques
5. **Gilbert Convenience Mart**
   118 N Gilbert Rd
   480-926-4478
6. **Godar Electronics**
   339 N Gilbert Rd
   480-892-8207
   godarusa.com
7. **Norwood Furniture**
   216 N Gilbert Rd
   480-892-0174
   norwoodfurniture.com
8. **Studio 223**
   223 N Gilbert Rd
   480-892-2808
   studio223az.com
9. **The District, a Vintage Boutique**
   20 N Gilbert Rd, Ste A
   480-382-3044
   the-district-a-vintage-boutique.business.site
10. **Tuft & Needle**
    350 N Gilbert Rd, Ste 104
    877-842-2586
    tuftandneedle.com

## EXPLORE

11. **American Legion Post #39**
    206 N Gilbert Rd
    480-892-7038
    azlegion39.org
12. **The Art House - Gilbert**
    36 N Gilbert Rd
    480-818-5831
    thearthousegilbert.com
13. **Boys & Girls Club of the East Valley**
    44 N Oak St
    480-813-2020
    clubzona.org
14. **Gilbert Farmers Market**
    Saturdays: 8 - 12 pm,
    Year-round
    gilbertmarket.com
15. **Gilbert Art Walk**
    1st and 3rd Saturdays
    October - March
    9 am -1 pm
    gilbertartwalk.com
16. **Gilbert Chamber of Commerce**
    119 N Gilbert Rd, Ste 101
    480-892-0056
    gilbertaz.com
17. **Gilbert Community Center**
    130 N Oak St
    480-503-6290
    gilbertaz.gov
18. **HD SOUTH | Home of the Gilbert Historical Museum**
    10 S Gilbert Rd
    480-926-1577
    hdsouth.org
19. **Hale Centre Theatre**
    50 W Page Ave
    480-497-1181
    haletheatrearizona.com
20. **Heritage Marketplace Pocket Park**
    Behind Barrio Queen & LoLo's
21. **Gilbert Mural Pocket Park**
    N Gilbert Rd @ E Cullumber Ave
    480-503-6200
    gilbertaz.gov
22. **Page Park**
    120 N Oak St
    480-503-6200
    gilbertaz.gov
23. **Veteran's Park**
    70 W Park Ave
    480-503-6200
    gilbertaz.gov
24. **Water Tower Plaza**
    45 W Page Ave
    480-503-6200
    gilbertaz.gov

Indicates Events In Gilbert

## DINE

25. **Barrio Queen**
    388 N Gilbert Rd
    480-634-5025
    barrioqueen.com
26. **Bergies Coffee Roast House**
    309 N Gilbert Rd
    480-497-3913
    bergiescoffee.com
27. **Burger King**
    450 N Gilbert Road
    602-497-1847
    bk.com
28. **Champions Sports Saloon**
    211 N Gilbert Rd
    480-545-9669
    championssportssaloon.com
29. **Clever Koi**
    384 N Gilbert Rd, Ste 104
    480-306-4237
    thecleverkoi.com
30. **Creamistry**
    335 N Gilbert Rd
    creamistry.com
31. **Dairy Queen**
    437 N Gilbert Rd
    480-892-9180
    dairyqueen.com
32. **Dutch Bros. Coffee**
    459 N Gilbert Rd
    480-539-8888
    dutchbros.com
33. **Even Stevens Sandwiches**
    384 N Gilbert Rd
    480-319-7220
    evenstevens.com
34. **Farmhouse Restaurant**
    228 N Gilbert Rd
    480-926-0676
    farmhouseofgilbert.com
35. **Grubstak**
    384 N Gilbert Rd, Ste 106
    480-699-9188
    grubstak.com
36. **Joe's Real BBQ**
    301 N Gilbert Rd
    480-503-3805
    joesrealbbq.com
37. **Joyride Taco House**
    302 N Gilbert Rd
    480-632-8226
    joyridetacohouse.com
38. **Liberty Market**
    230 N Gilbert Rd
    480-892-1900
    libertymarket.com
39. **LoLo's Chicken & Waffles**
    366 N Gilbert Rd
    480-207-6173
    loloschickenandwaffles.com
40. **Nico Heirloom Kitchen**
    366 N Gilbert Rd
    480-584-4760
    nicoaz.com
41. **Oregano's Pizza Bistro**
    328 N Gilbert Rd
    480-882-9336
    oreganos.com
42. **O.H.S.O. Brewery + Distillery**
    335 N Gilbert Rd
    602-900-9004
    ohsobrewery.com
43. **Petersen's Ice Cream & Café**
    366 N Gilbert Rd
    480-497-3878
    petersenicecream.com
44. **Pomo Pizzeria Napoletana**
    366 N Gilbert Rd
    480-878-2222
    pomopizzeria.com
45. **Postino East**
    302 N Gilbert Rd
    480-632-2251
    postinowinecafe.com
46. **Rocket Fizz**
    350 N Gilbert Rd, Ste 2
    480-219-6981
    rocketfizz.com
47. **Romeo's Euro Café**
    207 N Gilbert Rd, Ste 105
    480-962-4224
    eurocafe.com
48. **Snooze A.M. Eatery**
    310 N Gilbert Rd
    480-664-4488
    snoozeeatery.com
49. **SoCal Fish Taco Company**
    219 N Gilbert Rd
    480-807-6225
    socalfishtacos.com
50. **SushiBrokers**
    350 N Gilbert Rd
    480-515-5000
    sushibrokers.com
51. **The Brass Tap**
    313 N Gilbert Rd
    813-226-2333
    brasstapbeerbar.com/gilbert
52. **Dierks Bentley's Whiskey Row**
    325 Gilbert Rd
    480-476-8595
    dierkswhiskeyrow.com/gilbert
53. **Zinburger**
    98 W Vaughn Ave
    480-387-5000
    zinburgeraz.com

The Gilbert Heritage District extends for approximately ¼ mile on the east and west sides of Gilbert Road from Juniper Avenue to Elliott Road. The Heritage Core Area, where all of the recent construction activity has occurred, extends from the Western Canal to the Union Pacific railroad tracks. However, within the Core Area, all new development has occurred within a six block long area along Gilbert Road extending from the Western Canal to Cullumber Avenue. This is the area that most visitors and residents consider the Heritage District. Its total area is 26 acres in size.

The Gilbert Heritage District consists of existing historic buildings, some office buildings and a variety of new restaurants that have been built in the last 20 years. The largest private building in the area is Norwood Furniture at 36,000 square feet that has operated in the District for more than 50 years. Most of the recent construction activity has been in the form of restaurants and two mixed-use office/retail/restaurant buildings. An 8,200 square foot theater was built in 2003.

The Town of Gilbert has been an active participant in the development of the Core Area of the District and has acquired much of the land west of Gilbert Road as well as land on the east side of the Road. Most of the land has been acquired for public parking lots in support of development of the area. Gilbert has invested tens of millions of public dollars in land acquisition, parking improvements and new buildings.

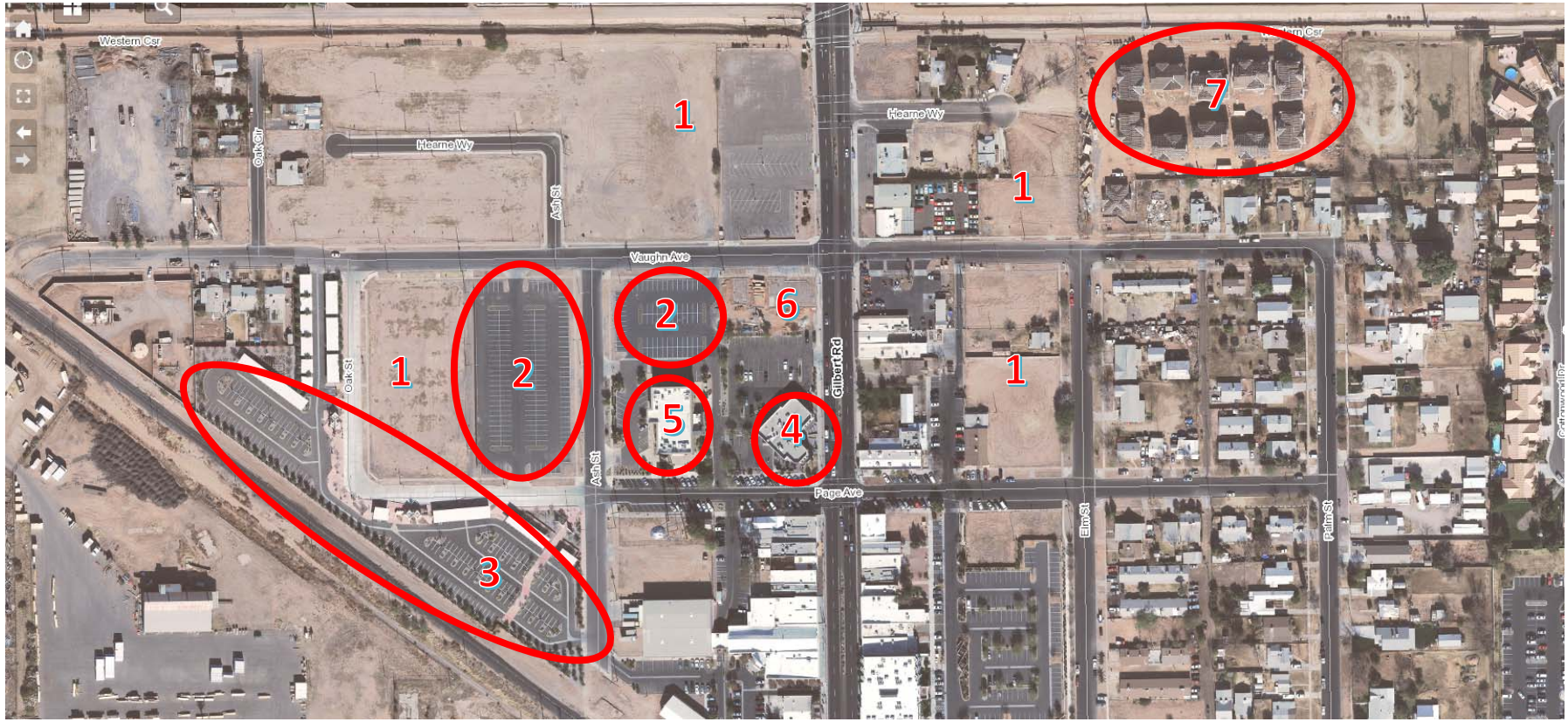
The Town of Gilbert constructed an 87,000 square foot building and parking structure for use by St. Xavier University (now partially occupied by Park University) at a cost of more than $40 million.

The population that supports the Heritage District comes from a much broader geographic area that includes most of Gilbert and parts of surrounding cities such as Mesa and Chandler. The restaurants that have located in the Heritage District have been attracted to the area because of the high household incomes in the market area. Gilbert has the second highest median household incomes in the County at nearly $81,500, second only to the Town of Queen Creek.

**1998**

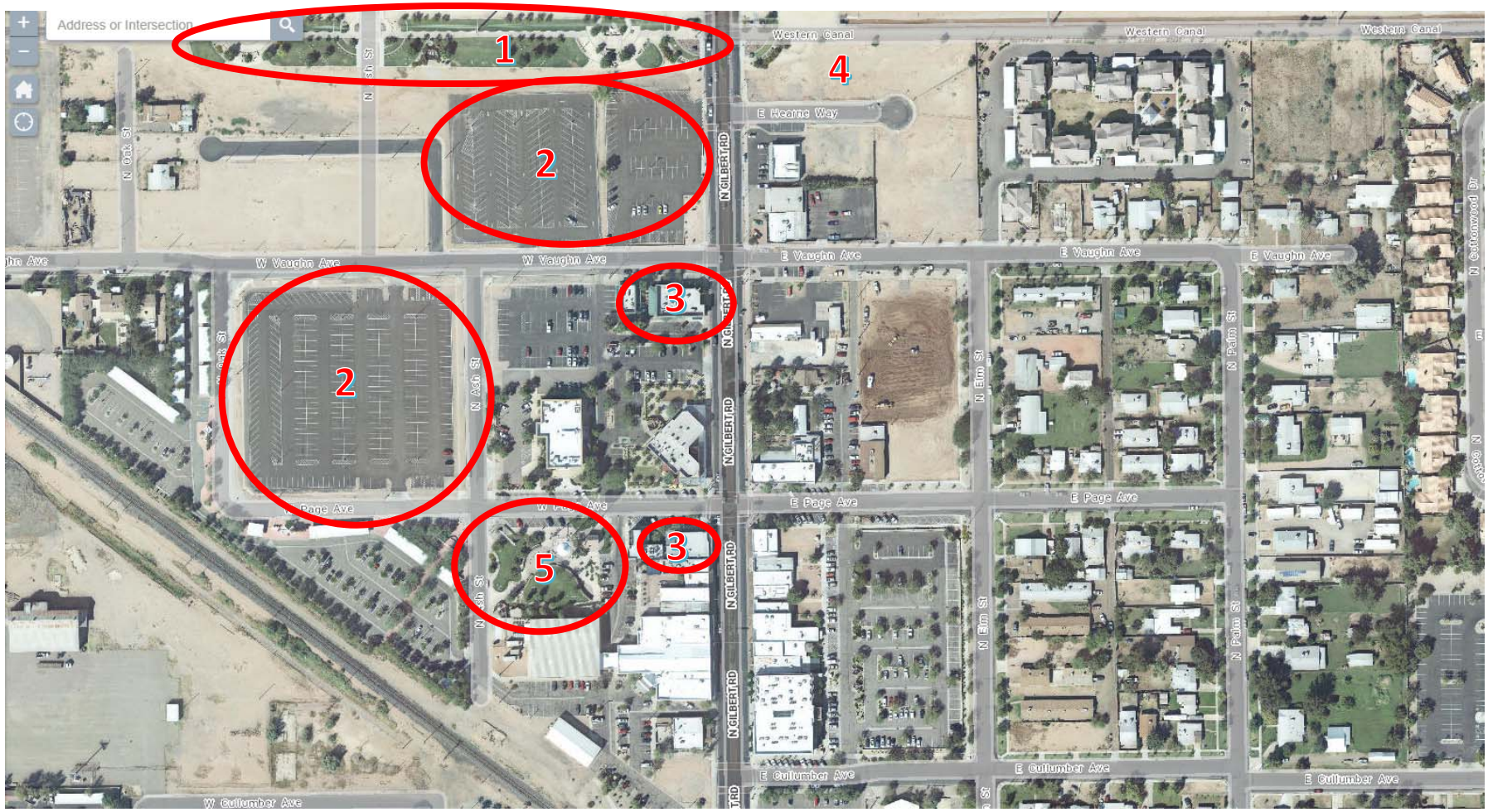
- Joe's Real BBQ opens (1)
- Commercial district still limited to area along Gilbert Road between Page Avenue and Railroad
- Residential properties found along and near Gilbert Road

**2006**




1. Large areas acquired and cleared for development
2. Additional public surface parking
3. Park and Ride facility
4. New restaurant at NWC Page and Gilbert Road
5. Hale Theatre constructed (2003)
6. Oregano's restaurant under construction at SWC Gilbert Road and Vaughn
7. New higher density residential

**2013**




1. Public improvements along Western Canal
2. Additional surface parking
3. Additional restaurants such as Liberty Market (2008), Oregano's
4. Acquisition of residential parcels cleared for development
5. Splash Pad/Public gathering area

**2015**

1. New parking garage
2. Several new restaurants along west side of Gilbert Road (Barrio Queen, Zinburger, Lo-Lo's Chicken & Waffles)
3. Food truck Friday venue on undeveloped dirt lot
4. Public construction of higher education building under construction

**2019**

1. New restaurants/entertainment behind Gilbert Road frontage
2. New restaurants/entertainment and office space on east side of Gilbert Road
3. District Lofts apartments east of railroad
4. Second parking garage on east side

The newest project planned for the Heritage District, known as Heritage North, will be located along Gilbert Road south of Juniper Avenue at the north end of the Heritage District in Gilbert, Arizona. The location of the site is shown below. The plan includes over 500,000 square feet of development consisting of multi-family housing, retail, a hotel, and 125,000 square feet of Class A office space.

*6.1.3 Financing*

Based on information from the Town of Gilbert's 2015 Capital Improvement Plan (CIP), Heritage District projects were all financed by bonds and one small state grant. This includes a parking structure, a parking lot and the St. Xavier University building. For the University, however, the bonds are revenue bonds (issued assuming the University would essentially pay for the bond cost through lease payments). Due to the subsequent failure of Xavier University, it is unclear how

the Town is paying for this particular project. It is most likely that Gilbert has undertaken paying off the bonds through their General Fund as well as through new lease payments by the new university that has partially occupied the building. For the other projects, there are PFMPC bonds (public facilities municipal property corporation bonds) which can be repaid by user fees (for instance for water system improvements) or through dedicated sales taxes. They do not affect property tax rates.

For the 2020 CIP, the list of projects is much more expansive, involving street and utility projects in addition to parking structures. The Town is financing these with a variety of sources including street, parks, and GO bonds, CDBG funds, water and wastewater funds, and $14.6M from the general fund (out of a total of $108M over ten years). Most of the general fund dollars are going toward building the parking garage II project. Some of the projects are contingent on unidentified sources of funding. The largest project is a $35.8M Living Room Plaza that is conceived as a central gathering spot for the Heritage District which includes an underground parking garage. Funding is shown as a public private partnership and timing is uncertain, based on the availability of funding.

**2008 Funding Strategies**

Within the Town's 2008 Redevelopment Plan, the following section on financing options was included (*Heritage District Redevelopment Plan, 2008*):

**"Municipal Resources**

1. **Development Agreements** - Agreements must demonstrate community benefit in order for incentives to be granted. Possible incentives include full or partial permit fee waivers, fast track approval process, and assistance with locating financing.
2. **Redevelopment Bonds** - Issue debt for redevelopment purposes. This debt is in the form of revenue bonds, and the proceeds must be repaid from other than municipal property tax sources. The debt is outside of regular municipal debt limits and must stand on its own merit.
3. **Private Placement Activity Bonds** – As a matter of policy, Gilbert has not used capacity for anything other than manufacturing and employment purposes. Other communities have used these funds for single and multifamily housing construction. The future of these funds and their legal application is subject to renewal by Congress.
4. **Improvement Districts** - There are several forms of improvement districts available under state law. Benefited property owners financially participate in their share of the improvements through special assessments. Formation of districts requires consent and approval, through petitions and election.

**State Resources**

1. **State Historic Preservation Office (SHPO) Rehabilitation Resources** - These state funds are targeted for historic preservation activities, particularly as

they relate to housing and commercial properties. Possible resources include some tax abatement and grants for rehabilitation and restoration.

2. **Arizona Heritage Fund** - Applications are available annually for urban parks, open space and trail development funding. The funding for this grant program is provided by proceeds from the Arizona Lottery. Applications are limited to government entities.

3. **State Housing Fund** - Loans and grants for housing activities through the Arizona Department of Housing. Loans are available for first-time homebuyer and rental housing projects. Grants are available for housing rehabilitation, rental assistance, and planning projects.

4. **Low Income Housing Tax Credits** – Tax credits for rental housing projects that are willing to develop housing units for lower income, special needs, and large family households.

**Federal Resources**

1. **Community Development Block Grant (CDBG) Program** - Historically, approximately 50% of each year's CDBG funds have been allocated to public facility projects in or near the Heritage District. CDBG funds also provide emergency and minor home repairs, down payment assistance, and support for public services for qualified residents.

2. **Home Investment Partnership (HOME) Program** - Gilbert is part of the Maricopa County HOME Consortium. HOME funds are required to be used for affordable housing activities and are allocated annually. In years past these funds have been utilized to provide housing rehabilitation grants and down payment assistance for qualified homeowners. The majority of the rehabilitation program's clients reside in the Heritage District with most grants between $5,000 and $15,000.

3. **Section 108 Loan Guarantee Program** - Available for economic development projects that benefit lower income persons. Section 108 projects must meet the CDBG program's low income benefit and other requirements. The loans are secured by CDBG funds which will repay the loan if the project is unable to meet the repayment schedule.

4. **Economic Development Initiative (EDI)** - Special purpose EDI grants are available for Congressionally earmarked projects. Once approved by Congress, the project completes the application process, funds are awarded, and the project can begin.

**Methods of Financing Redevelopment**

The majority of new project financing is expected to be provided through private developers. Gilbert may provide incentives to desired development and may use System Development Fees and the sale of General Obligation Bonds to help fund redevelopment projects.

**Residential and Commercial Relocation Assistance**

The underlying goal of Gilbert's commercial and residential relocation assistance program is to encourage displaced residents and businesses to remain living and doing business in Gilbert. The main consideration of the relocation program is to put the relocated business and/or household into similar facilities that it occupied before the move.

The benefits available under the Gilbert relocation assistance program shall comply with the amounts established by State and Federal laws. The Gilbert Council may exercise it discretion in setting this amount and such discretion should be exercised in a uniform and consistent manner. Eligible displaced persons in like circumstances will be treated equally.

**Estimated cost for land acquisition/preparation for redevelopment**

Voluntary acquisition (purchase) is Gilbert's initial method to acquire property for redevelopment. One or more acquisition appraisals by independent fee appraisers will be made of all properties to be acquired. Based on the appraisal(s), an offer reflecting fair market value will be made to reach an acceptable price. If an agreement cannot be reached, condemnation with the fair market value established by a court may be considered but would be the last resort. Since Gilbert already owns most of the vacant property in the District there no immediate plans to acquire additional properties at this time.

**Estimated income from disposal of properties**

An estimated seven to eight million dollars may be generated as income from the disposal of the properties owned by Gilbert as of the date of this publication. Additional private investment in buildings and other improvements would generate property tax, sales tax, and other income for the life of the improvements.

**Public site improvements/utilities**

There are no immediate additional public site improvements or utilities anticipated to support the new land uses in the area after redevelopment. In the longer term it is anticipated that a roadway will be built along the eastern border of Arbor Walk which will connect Juniper Avenue to Vaughn Avenue via an extension of Ash Street. Additionally, as development occurs at the Gilbert & Elliot roads intersection in future years there may be a need to provide additional parking in the area. It is anticipated that any parking constructed may be a public/private partnership."

**2018 Funding Strategies**

Within the Town's 2018 Redevelopment Plan, the following section on funding options was included (*Heritage District Redevelopment Plan, 2018*):

**"Infrastructure Funding**

For Arizona cities, the primary sources of public infrastructure funding, beyond local general fund capital improvement budgets, comes from federal, state and regional grants. The U.S. Department of Transportation's (USDOT) Better Utilizing Investments to Leverage Development (BUILD) Grants program supports investments in surface transportation infrastructure and awards funding on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, and rail or intermodal transportation. The USDOT BUILD grant allows for larger dollar amounts and should be considered a possible funding source for roadway infrastructure projects within the Gilbert Heritage District, such as the proposed Access Road connecting Long Range Planning Area to the Heritage District .

The Maricopa Association of Governments (MAG) is a major source of regional funding for infrastructure projects include the following mechanisms:

1. **MAG Federal Transportation Funds** - Of the multiple programs and grants offered, the most flexible of the federal transportation funds that may be most applicable to funding Gilbert Heritage District infrastructure projects, are the MAG Surface Transportation Block Grant Program and Congestion Mitigation and Air Quality Improvement (CMAQ) Program. These transportation funds may be used for highways, transit or streets improvements.
2. **Half-Cent Sales Tax** - The half-cent sales tax for transportation went into effect in January 2006. The tax is levied on business activities in Maricopa County, including retail sales, contracting, utilities, rental of real and personal property, restaurant and bar receipts, among others. The revenues collected from the half-cent sales tax are deposited in the Arizona Department of Revenue account and allocated between the Regional Area Road Fund (56.2% for highway and 10.5% for arterial street improvements) and the Public Transportation Fund (33.3% for transit). For continued funding of redevelopment projects, extension of the half cent sales tax is critical as these funds expire at the end of 2025.
3. **Local Funds** - Local resources, including taxes, bonds, general funds, the Highway User Revenue Fund (HURF), state funds, and impact fees, allow member agencies to locally fund transportation projects, operations and maintenance, and pavement preservation, and to meet various match requirements for capital projects. Local funds are also available through the Arizona Public Service (APS) to assist residents in undergrounding overhead electric lines, with SRP or the Town of Gilbert subsidizing the cost by up to 67 percent.
4. **Arizona Department of Transportation (ADOT) Funds** - ADOT relies on funding from two primary sources: the Highway User Revenue Fund (HURF) and federal transportation funds. The HURF comprises funds from the gasoline and fuel use taxes, a portion of the vehicle license tax, registration fees and other miscellaneous sources collected within the state.

**Financing Strategies**

1. **Opportunity Zone Legislation** - The Tax Cuts and Jobs Act passed by Congress and enacted into law on December 22, 2017, added Opportunity Zones to the tax code. These zones were created to spur economic development by providing tax benefits to private investors. Some of the benefits include:

   - Investment held for ten years — taxable amount of the capital gains reinvested is reduced by 15 percent and no tax is owed on appreciation.
   - Investment held for seven years — taxable amount of the capital gains reinvested is reduced by 15 percent.
   - Investment held for five years — taxable amount of the capital gains reinvested is reduced by 10 percent.

   Governors were required to submit their zone nominations to the U.S. Treasury Secretary within 90 days of enactment of the Tax Cuts and Jobs Act. Zones must be located in either a low income census tract or a census tract contiguous with a low income census tract to qualify for nomination. Following certification of the nominations by the US Treasury, designation as a qualified Opportunity Zone remains in effect until year-end 2028.

   In May of 2018, the US Treasury Department approved 18 Opportunity Zones in the East Valley including one census tract in Gilbert. This tract, bounded by South Gilbert Road on the east, West Elliot Road on the south, North Cooper Road on the west and West Guadalupe Road on the north, includes the portion of the Heritage District west of South Gilbert Road.

   Opportunity Zone designation, combined with the adoption of the Redevelopment Plan and the Downtown Master Plan, creates a highly favorable investment climate for the Heritage District.

**Parking In-Lieu Fee**

Currently the Town of Gilbert provides public parking in the downtown and does not require private commercial development to provide parking. This strategy greatly improves a developer's return and serves as a strong economic development incentive for the downtown. Once the downtown commercial district is more established, the Town would be in position to impose parking requirements and provide developers the option of a Parking In-Lieu Fee payment to help fund future public parking and other parking related facilities."

*6.1.4 Summary*

In summary, Gilbert's Heritage District represents an aggressive economic development initiative on the part of the Town that has taken decades to produce results. The Town has committed tens of millions of dollars to the effort in the acquisition of property, construction of public parking lots and development of a higher education building.

### 6.2 Downtown Chandler

This area encompasses the commercial historic district and several areas of low-income concentration. The southern portion of the Corridor is comprised of strip commercial uses and freestanding buildings situated on small lots. A new City Hall was recently constructed to anchor revitalization in the area while preserving Chandler's historic resources. Key strategies in this plan include:

1. Development of high density residential along selected corridors.
2. A more pedestrian-friendly environment.
3. A cultural and commercial entertainment environment linked to the historic downtown square.
4. Preservation and enhancement of residential neighborhoods through infill and renovation.
5. Attracting new businesses, employers, offices and housing to the downtown area

Recognizing a need to reinvest in older shopping centers/retail buildings, the Chandler City Council approved a Commercial Reinvestment Program (CRP) in 2001 to encourage private reinvestment in existing centers to upgrade their appearance and lower vacancy rates. In February 2009, the City Council approved a new Infill Incentive Plan that shifts the focus of the program to projects that redevelop all or a significant portion of an existing commercial center in order to introduce new and/or additional uses such as residential and/or office components. This program rebates 50% of the impact fees for new construction that meets Energy Star standards and 100% of the impact fees for new construction that meets LEED standards.

The Arizona Avenue Corridor Improvement program is used to enhance Downtown properties and amenities to create a vibrant City Center and employment corridor. During the past five years, Chandler has invested in revitalizing its downtown, building new City facilities to anchor pedestrian-oriented amenities and services. A deterrent to revitalization could be the perception of the area as a low to moderate income area that is not attractive and therefore deters pedestrian-oriented activity. Poor property maintenance, numerous obsolete buildings and a lack of onsite parking contribute to this perception. However, significant development is now occurring in the area includes new housing and commercial development.

**Financing**

An Enhanced Municipal Services District, similar to a Business Improvement District, was created in the City of Chandler to promote and manage the downtown area and provide beautification and maintenance services. The district is funded by annual assessments of all privately-and

publicly-owned property within the district. Assessments are based on assessed value, building square footage and land square footage.

The City of Chandler's 2016 CIP identifies an appropriation for a new parking garage that is categorized under General Government for Downtown redevelopment. The CIP indicates that this project ($17 million) will be funded from the General Fund. The "Downtown Redevelopment" program includes funding for a variety of Downtown Redevelopment programs and projects. Included are: acquisitions, demolitions and associated real estate costs, maintenance activities for Downtown Chandler, and the Colonnade program. The first five years of the program do not include any funding for acquisitions as funding will be dedicated to Downtown street improvements.

**Planning Documents**

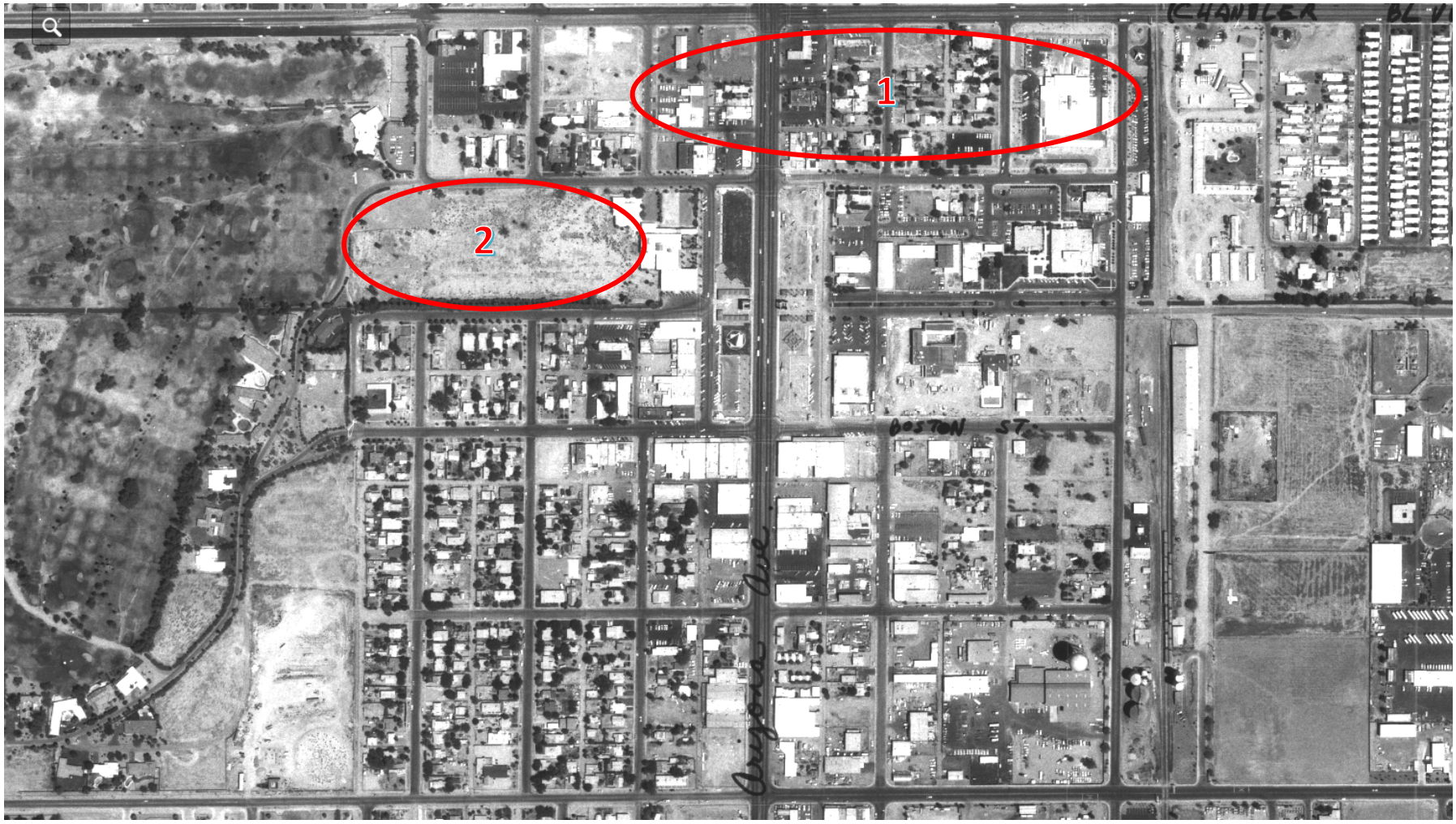
The following are official planning documents that guide the redevelopment of Downtown Chandler.

- Chandler Redevelopment Element, 1995
- South Arizona Avenue Entry Corridor Study, 2006
- Chandler General Plan, 2016

**1959**

- Largely residential
- Business district on southern end

**1986**

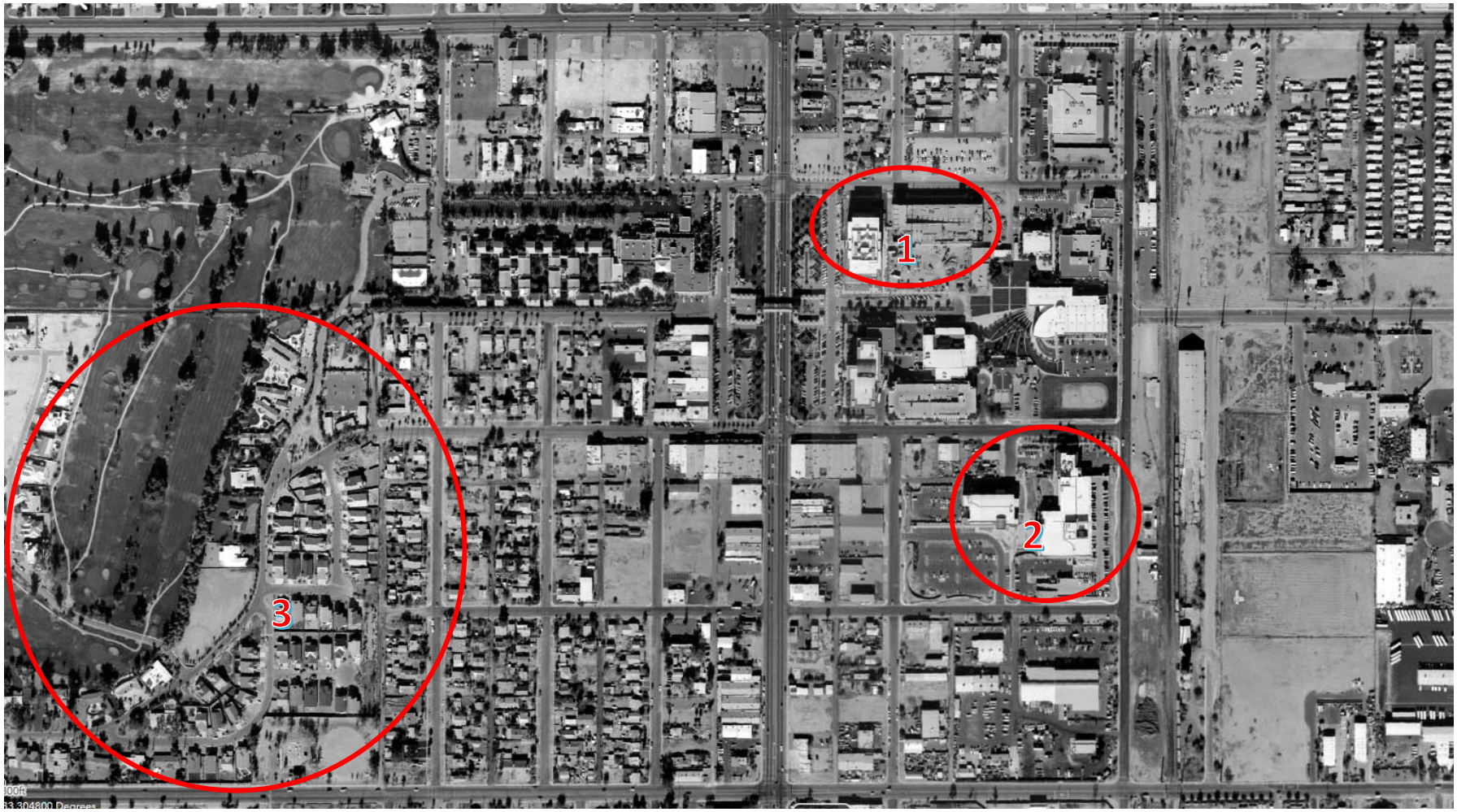



1. Residential replaced with commercial along major arterials
2. Resort Hotel planned

**1996**

1. New public library
2. Public park improvements
3. Resort Hotel
4. New residential homes on periphery and residential cleared out in downtown core
5. New office building and parking garage
6. Sites cleared for Police Department and Municipal Court

**1998**




1. Ports America Office complex and parking garage
2. Additional public buildings (police and fire department, municipal court)
3. New homes

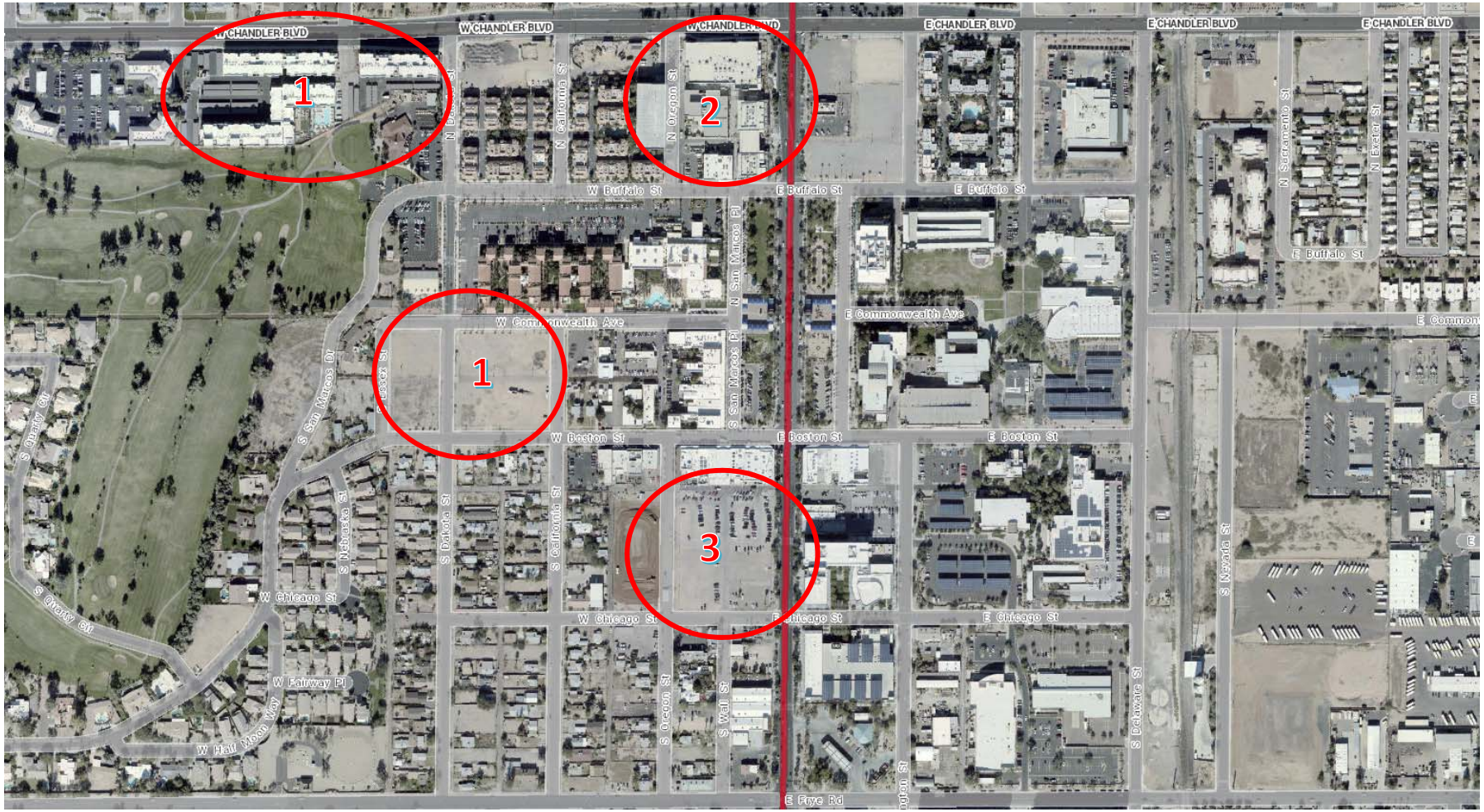
**2004**

1. Additional land acquisition and cleared for development

**2011**

1. New high-density residential developments

**2019**




1. 573 new multi-family units (additional 250 planned)
2. Northwest mixed use anchor – Overstreet at SWC Chandler Blvd and Arizona Ave
3. Phase 1 of New Square mixed use development (office, retail, hotel, parking garage) at NWC Chicago and Arizona Ave

# 7.0 Conclusions & Recommendations

## 7.1 Historic Avondale

As the following demographic summary shows, Historic Avondale is at a competitive disadvantage characteristically compared to both Downtown Gilbert and Downtown Chandler in two important areas – population density and household income. Historic Avondale is somewhat similar to Historic Chandler in terms of household incomes within one mile, but the discrepancy widens in the more traditional market area of three miles and five miles. Downtown Gilbert has a substantial advantage of higher household incomes.

Population density within one mile of each downtown area is quite similar, ranging from 15,900 residents up to 20,700 residents. However, Downtown Chandler and Downtown Gilbert benefit from a much higher population density within three and five miles of their locations compared to Historic Avondale today. The downtowns of Chandler and Gilbert contain roughly double the population within three miles and five miles compared to Avondale.

**Demographic Comparisons**

| | Historic Avondale | | | Historic Chandler | | | Historic Gilbert | | |
|---|---|---|---|---|---|---|---|---|---|
| | 1 mile | 3 mile | 5 mile | 1 mile | 3 mile | 5 mile | 1 mile | 3 mile | 5 mile |
| Population | 16,189 | 69,408 | 174,437 | 20,660 | 142,797 | 322,192 | 15,891 | 124,896 | 404,069 |
| Households | 4,752 | 21,339 | 55,611 | 6,512 | 52,550 | 116,387 | 5,864 | 43,522 | 141,669 |
| Families | 3,455 | 15,900 | 42,759 | 4,416 | 34,680 | 80,825 | 3,987 | 31,701 | 97,227 |
| Average Household Size | 3.38 | 3.23 | 3.13 | 3.16 | 2.71 | 2.76 | 2.71 | 2.86 | 2.84 |
| Owner Occupied Housing Units | 2,096 | 12,084 | 37,879 | 2,562 | 30,399 | 75,220 | 3,445 | 29,942 | 88,018 |
| Renter Occupied Housing Units | 2,655 | 9,255 | 17,732 | 3,949 | 22,151 | 41,168 | 2,420 | 13,580 | 53,651 |
| Median Age | 28.4 | 30.1 | 32.3 | 28.6 | 33.9 | 35.4 | 33.7 | 34.9 | 33.6 |
| Median Household Income | $42,671 | $58,494 | $67,787 | $49,244 | $74,542 | $84,028 | $64,662 | $80,553 | $66,258 |

Source: ESRI Business Analyst 2019

Avondale should consider these issues as only temporary disadvantages. As of the latest projections from the Maricopa Association of Governments (MAG), over 20,000 new residents are expected within three miles of historic Avondale by 2030. Beyond 2030, MAG expects the South Avondale region to experience continued growth. These projections report over 12,500 new residents between 2030 and 2040 within three miles and an additional 8,600 residents in the decade following (2040-2050).

Of the three historic areas, Historic Downtown Avondale is the most likely candidate for substantial redevelopment opportunities over the long term. This area benefits from relatively close proximity to the I-10 as well as higher traffic roadways such as Dysart and MC-85. Also, the Historic Avondale area is expected to mirror the population density of both Downtown Chandler and Downtown

Gilbert in the next 20 to 30 years. Using those two districts as a blueprint, Avondale can start planning today to bring a similar district to fruition for Historic Avondale.

A mixed-use downtown core with a restaurant and entertainment district appears to be a viable opportunity in the long term. Corridors such as Western Avenue between Dysart and Central have redevelopment prospects similar to Downtown Gilbert and Downtown Chandler, especially the Town of Gilbert. Unlike Chandler, Avondale has established their municipal civic center campus further east along Avondale Boulevard south of Van Buren. However, the Dysart Road/Western Avenue area resembles the Gilbert Heritage District 20 years ago. Just like Gilbert received an iconic local eatery with Joe's BBQ, the development of Carolina's at the northeast corner of Dysart and Western could be Avondale's historic district restaurant and entertainment district anchor. Western Avenue has another nationally renowned eating establishment. Laura's Burgers has been included in several food critic lists as a top burger establishment in the entire State of Arizona. These are just the kinds of destination restaurants needed to create momentum for a district. Deconcini Park is also an asset for public gathering spaces.

Avondale should give consideration to the following to help create a more attractive economic environment for a future restaurant and entertainment district:

4. High density residential should be encouraged in the area to help induce additional retailers and restaurateurs.

5. Public events should be held during interim years and perhaps even after the district is established. This includes food truck events, concerts, movies at the park, farmers markets, etc.

6. Preservation and enhancement of residential neighborhoods through infill and renovation.

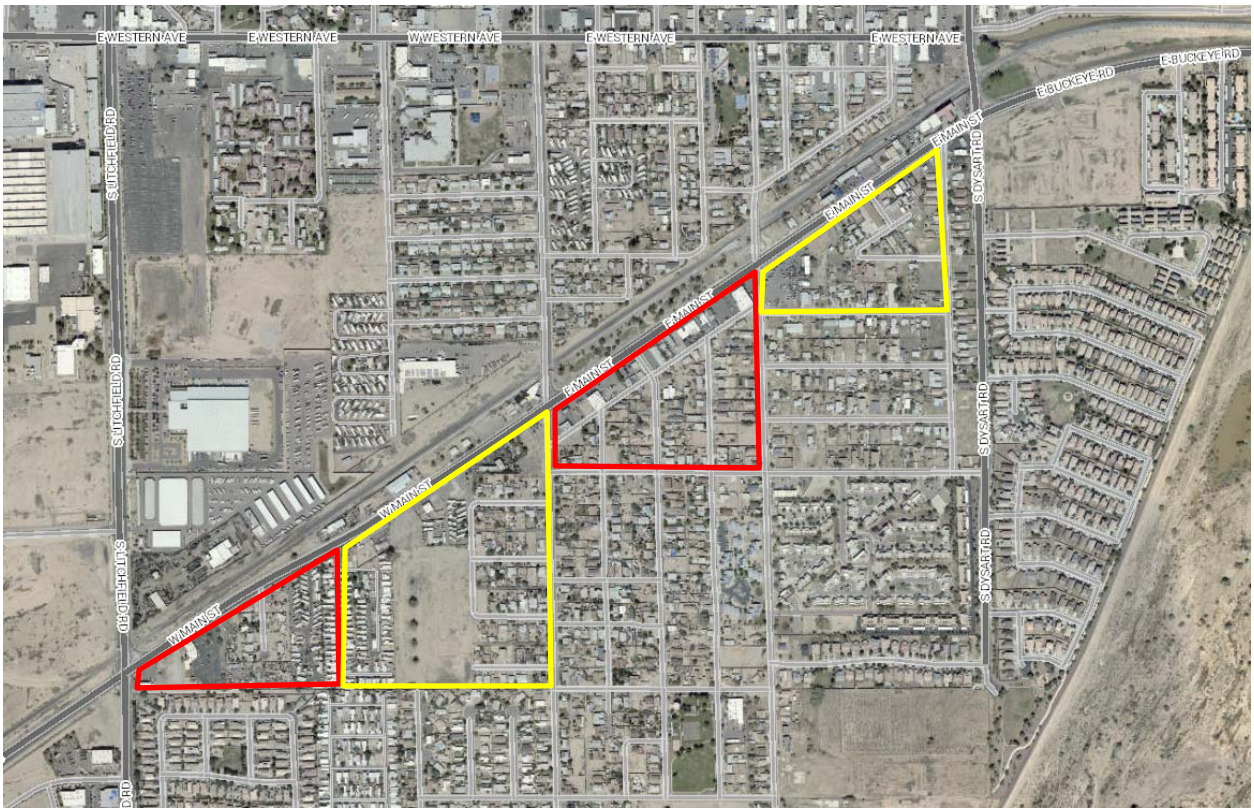
7. Public acquisition of private parcels over time for consolidation and redevelopment.

Our analysis gives preference to Western Avenue over MC-85 for a downtown commercial core, perhaps on the eastern boundary near Dysart Road to be close to higher traffic counts on Dysart and MC 85. Dysart Road South of Riley Road could also be a consideration, with Carolina's as an anchor tenant. The MC 85 corridor appears problematic for redevelopment the railroad barrier to the north and lack of lot depth fronting the roadway.

The MC 85 corridor has significant barriers to substantial redevelopment despite having high traffic volumes. There is no land along the north side of the roadway that is large enough for

major development. On the south, residential development presents a major impediment even for the parcels that are currently undeveloped.

Over the long term, there may be some opportunities for light industrial, business park, or multi-family development with lot acquisition and consolidation on the south side of MC 85 between Litchfield Road and Dysart Road. This would require current uses such as mobile home communities, commercial, and single family homes to be relocated. As the following map illustrates, if sufficient lot sizes could be made vacant, commercial or high density residential uses could be attracted to the corridor, somewhat mirroring the north side of MC-85. In terms of timing, the parcels located closest to Litchfield Road appear to be the most feasible for acquisition and consolidation.




For planning purposes, the following table illustrates the land use needs for a potential new multi-family development based on currently existing apartment communities within the City. As the table displays, existing apartment communities range in size from 50 units all the way up to 715 units and also range in density from 6.5 units per acre up to 36.8 units per acre. The average apartment community in Avondale is 230 units on 13.0 acres of land with an average density of 18.4 units per acre. As the table also shows, newer, market rate communities tend to

be larger, typically exceeding 300 units per community which would require a parcel of at least 15 acres.

| Avondale Apartment Community Lot and Size Characteristics | | | | | |
|---|---|---|---|---|---|
| **Community** | **Address** | **Year Built** | **Units** | **Acres** | **Density (units/ acre)** |
| Parkside Palms | 109 E. Brinker Dr. | 1964 | 54 | 4.0 | 13.6 |
| Las Casitas | 1408 N. Central Ave. | 1978 | 168 | 8.9 | 18.9 |
| Vianney Villa | 750 S. 4th St. | 1980 | 50 | 4.2 | 11.8 |
| Mountain View | 333 E. Van Buren St. | 1984 | 150 | 4.6 | 32.7 |
| Edgewater | 102 S. 4th Ave. | 1985 | 196 | 10.4 | 18.9 |
| Newport | 1333 N. Dysart Rd. | 1986 | 204 | 6.8 | 30.0 |
| Sedona Peaks | 12721 W. Buckeye Rd. | 1999 | 96 | 5.1 | 18.8 |
| Rio Santa Fe | 13015 W. Rancho Santa Fe Blvd | 1999 | 336 | 14.6 | 23.0 |
| Aventura | 10350 W. McDowell Rd. | 2000 | 408 | 36.8 | 11.1 |
| Siesta Pointe | 12851 W. Buckeye Rd. | 2001 | 104 | 6.5 | 16.0 |
| Crystal Springs I | 11885 W. McDowell Rd. | 2001 | 200 | 12.3 | 16.3 |
| Rose Terrace | 525 E. Harrison Dr. | 2002 | 120 | 18.5 | 6.5 |
| Crystal Springs II | 11875 W. McDowell Rd. | 2002 | 200 | 10.4 | 19.2 |
| Oceana | 1700 N. 103rd Ave. | 2004 | 240 | 10.9 | 22.0 |
| Club at Coldwater Springs | 105 N. Links Dr. | 2005 | 251 | 14.1 | 17.8 |
| Versante | 11120 W. Van Buren St. | 2007 | 336 | 18.3 | 18.4 |
| Coldwater Springs | 12115 W. Van Buren St. | 2007 | 301 | 16.5 | 18.3 |
| Avondale Hacienda | 910 S. Dysart Rd. | 2008 | 69 | 5.5 | 12.6 |
| Ashton Pointe | 12175 W. McDowell Rd. | 2009 | 314 | 15.5 | 20.3 |
| Bella Mirage | 3800 N. El Mirage Rd. | 2009 | 715 | 32.3 | 22.1 |
| Madison Heights | 1110 N. Dysart Rd. | 2016 | 143 | 9.5 | 15.0 |
| Avalon | 2005 N. 103rd Ave. | 2018 | 400 | 19.3 | 20.7 |
| **Averages** | | | **230** | **13.0** | **18.4** |
| Minimum | | | 54 | 4.0 | 6.5 |
| Max | | | 408 | 36.8 | 32.7 |

Source: RealData Inc.

### 7.2 Las Ligas

The Las Ligas region is predominantly residential. There are an estimated 681 parcels in the area with 672 parcels zoned R1-6 (98.7% of total parcels). Of the residential parcels, 532 parcels (79%) have a designated construction year while the remaining 140 do not. Most of those parcels are vacant and have the potential for residential development in the future.

The Las Ligas area has continued to gradually add new residential housing over the past century. An estimated 45% of the homes were built in the 1970s and an additional 11% of the housing stock was built prior to that. Homebuilding slowed in the area during the 1980s and 1990s but picked back up during the last housing boom. Even after the recession, Las Ligas has seen 61 new homes built.

Las Ligas is also surrounded by new and future single family residential development, including Alamar to the south, Cantada Ranch and Hermosa Ranch to the east, and Del Rio Ranch to the north.

There appear to be just three undeveloped commercial parcels, all concentrated at the intersection of Lower Buckeye Road and El Mirage Road. There is a 0.81 acre site at the northwest corner and two parcels totaling 3.15 acres on the south side of the road adjacent to the Circle K.

The lack of commercial land limits the economic opportunities of the Las Ligas area, but the continued residential development in the immediate area could attract small users to the site. Just to the east of Las Ligas, a Family Dollar was constructed on an approximately one-acre site. There are several retail types that only need a limited amount of space such as the parcels offered within Las Ligas, including car washes and small format fast food.

### 7.3 Cashion

Similar to Las Ligas, Cashion is largely residential. This neighborhood includes a school, public park, and senior village as well. The Cashion neighborhood is also much older with an estimated 50% of the housing stock built prior to 1960 and only about 15% of the housing stock built since 2000. There are also very few undeveloped parcels remaining in Cashion, with roughly a dozen scattered single family lots throughout the neighborhood.

There is one stretch of commercial parcels along Buckeye Road. Some of these parcels are still zoned residential but contain commercial businesses. Establishments include restaurants, bars, services (tire shop, barber, etc.), a church, gas station, post office, and an industrial yard. There are also a few remaining undeveloped lots.

As these commercial parcels were previously single family lots, the lot depth of the commercial parcels limit the type of redevelopment that is possible. Similar, local serving retail that is small

format such as restaurants, coffee, and services are still the most likely candidates. Proximity to the existing Fry's neighborhood center would be most attractive to retailers. It is not uncommon for a Fry's anchored center to attract adjacent retail development such as a bank, pharmacy, or restaurants if space is available.

Similar to the Historic Avondale MC-85 corridor, there may be an opportunity to attract a light industrial user to the northwest corner of Buckeye Road and 107th Avenue located just north of the Cashion neighborhood. There is an industrial user along the same corridor at the northeast corner of Buckeye Road and Avondale Boulevard. The parcels outlined in the map below are similarly sized and would take advantage of access from 107th Avenue (due to access restrictions on Buckeye Road from the rail line). The proposed single family subdivision to the north appears to have an open space buffer designed similarly to the subdivision that borders the existing industrial development. Additionally, parcels east of 107th Avenue and north along 107th Avenue contain industrial uses and would be compatible with an industrial use at this site.

### 7.4 Interim/Temporary Uses

In all three areas, interim uses, "pop-up" activities, and other strategies can be employed to encourage investment.

- **Pop-Up Events:** As discussed previously for Historic Avondale, food truck, movies at the park and other public events could be held at any of the historic neighborhoods. These events provide additional foot traffic to nearby commercial establishments.

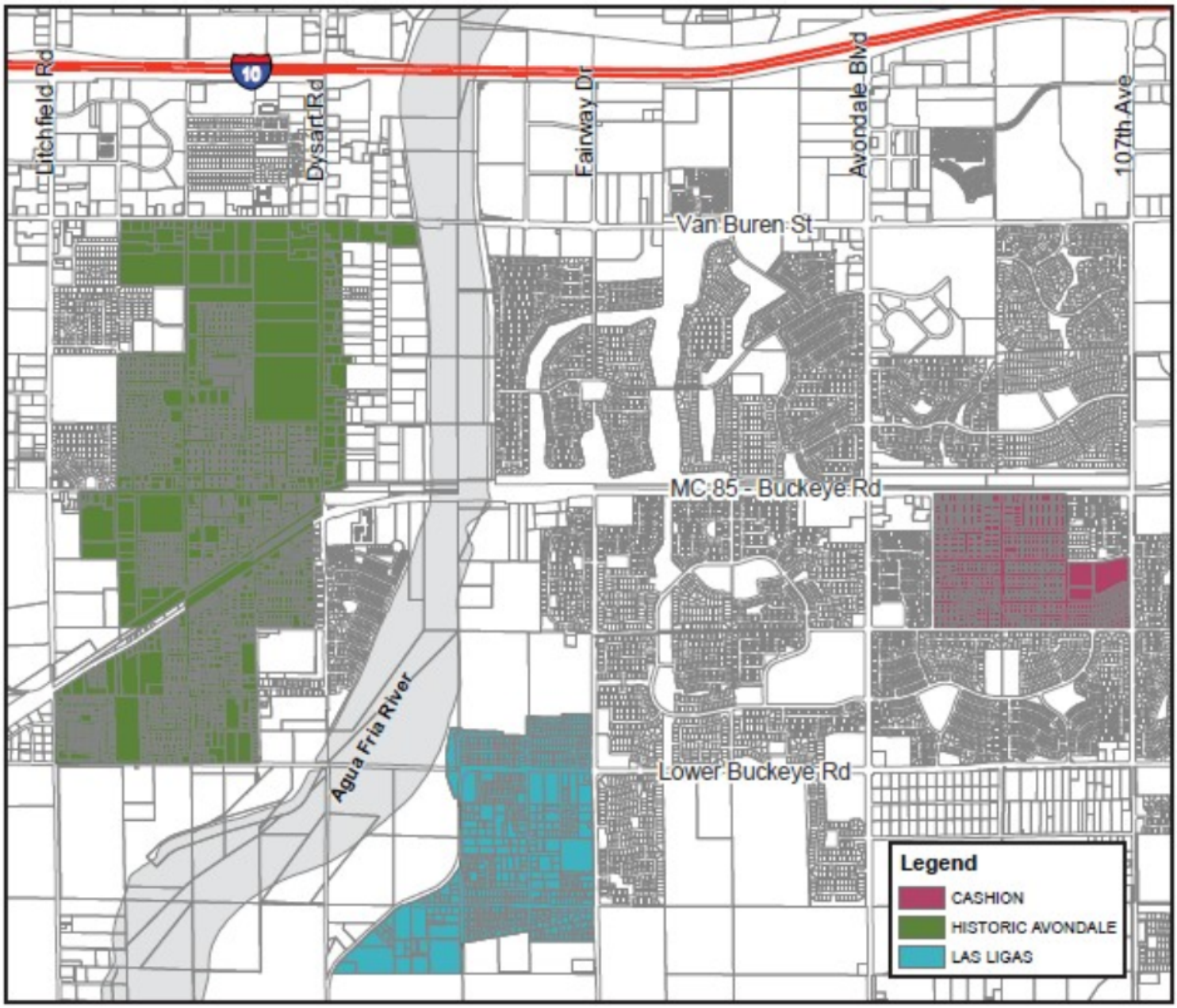
- **Pride of Ownership**:

    - For the historic residential neighborhoods, grants and loans for home and yard improvement could help improve overall aesthetics which can create a ripple effect in the neighborhood and also attract new development.

    - Along these same lines, additional sidewalk and vacant lot edge planting would also improve the overall look of the neighborhoods.

    - Heritage signage could also be a consideration for neighborhood identity.

    - Finally, code education/DIY workshops regarding neighborhood safety (block watch/signage) as well as beautification could be held periodically in each neighborhood.




**Historic Avondale Specific Plan Map – Study Area**

Item Number: 3.a.

# CITY COUNCIL REPORT

**SUBJECT:** Minutes

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Marcella Carrillo, City Clerk, (623) 333-1214

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**
City Council will consider a request to approve the November 12, 2019 City Council Meeting Minutes. The Council will take the appropriate action.

**BACKGROUND:**
n/a

**DISCUSSION:**
n/a

**BUDGET IMPACT:**
This item has no budget impact.

**RECOMMENDATION:**
Staff recommends City Council approval of the November 12, 2019 City Council Meeting minutes.

**MINUTES OF THE AVONDALE CITY COUNCIL**
CITY OF AVONDALE, ARIZONA
CITY HALL – MOJAVE CONFERENCE ROOM
November 12, 2019

A **Special Meeting** of the City Council of the City of Avondale, Arizona was convened at 11465 Civic Center Drive in open and public session at 6:02 p.m.

**Members Present:** Mayor Kenn Weise; Vice Mayor Pat Dennis; Council Members Tina Conde, Bryan Kilgore, Veronica Malone, and Mike Pineda.

**Members Absent:** Council Member Curtis Nielson.

**Other Municipal Officials Present:** Michael Wawro, City Attorney and Marcella Carrillo, City Clerk.

**Audience:** No members of the public were present.

**1. ROLL CALL BY THE CITY CLERK**

**2. ADJOURNMENT INTO EXECUTIVE SESSION**
Vice Mayor Dennis moved to adjourn the meeting and hold an executive session pursuant to Ariz. Rev. Stat. § 38--431.03(A)(1) for discussion or consideration of the employment evaluation of the City Manager; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 6 to 0.

| | |
|---|---|
| Council Member Conde | Aye |
| Council Member Kilgore | Aye |
| Council Member Malone | Aye |
| Council Member Pineda | Aye |
| Vice Mayor Dennis | Aye |
| Mayor Weise | Aye |

Meeting adjourned at 6:02 p.m.

_____
Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 4th day of November 2019. I further certify that the meeting was duly called and held and that the quorum was present.

_____
Marcella Carrillo, City Clerk

Item Number: 3.b.

# CITY COUNCIL REPORT

**SUBJECT:** Planning Commission Meeting Schedule Change

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Marcella Carrillo, City Clerk, (623) 333-1214

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request to move the monthly Planning Commission meeting from the third Thursday each month to the third Wednesday of each month. The Council will take the appropriate action.

**BACKGROUND:**

The Planning Commission meets on the third Thursday each month at 6:00 p.m. in the Council Chamber. After each Planning Commission meeting, Planning staff submits related supporting documents for the City Council meeting agenda. Changing the meeting date from Thursday to Wednesday will provide staff with an additional working day to prepare and complete projects for scheduled City Council meeting agendas.

All Planning Commission members were surveyed and support the meeting day change except for one member that has not responded to Staff.

**DISCUSSION:**

The Planning Commission is governed by City Council. Therefore, Staff is requesting City Council approval on moving the date of the monthly meeting to Wednesday evening as agreed upon by Staff and the Planning Commission members.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDATION:**

Staff recommends approval of moving the monthly Planning Commission meeting from the third Thursday to the third Wednesday of each month. The Council will take the appropriate action.

Item Number: 3.c.

# CITY COUNCIL REPORT

**SUBJECT:** Establishment of an Ad Hoc Citizens Quality of Life Committee

**MEETING DATE:** 12/9/2019

---

**TO:** Mayor and Council

**FROM:** Marcella Carrillo, City Clerk, (623) 333-1214

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request to establish an Ad Hoc Citizens Quality of Life Committee to prepare for the upcoming local elections and explore solutions to enhance the quality of life to the residents of the City of Avondale and authorize the City Clerk to make appointment recommendations to City Council. The Council will take appropriate action.

**BACKGROUND:**

Every year, the city prepares a budget that reflects current revenues and allocates funds according to the needs of the community to provide the levels of service that residents have come to expect. Improvements are scheduled according to need and the feedback from the residents. To prepare for the 2020/2022 City Elections, feedback and input from the residents is being requested through the creation of an Ad Hoc Citizens Quality of Life Committee.

**DISCUSSION:**

The Ad Hoc Citizens Quality of Life Committee would be comprised of at least seven (7) qualified electors of the City of Avondale who will be appointed by City Council. A Chair and Vice Chair would be elected from among the ad hoc committee members. Committee members will be expected to work with residents to get community feedback and make recommendations to the Council. Applications may be submitted to the City Clerk's Office through January 6th and appointments will be presented to City Council for approval on January 21st. Due to short time constraints, appointments will be recommended by staff as opposed to the Council Subcommittee. Although only seven members will be appointed, all interested applicants will be invited to participate in each meetings or outreach effort.

Duties of the Ad Hoc Citizens Quality of Life Committee will include:

1. Comply with the Arizona Open Meetings Act.
2. Attend City events to obtain community feedback.
3. Make recommends to staff regarding election outreach efforts.
4. Review population growth and community needs to identify future facilities, services and/or improvements within the City.
5. Identify and recommend potential revenue sources and financial strategies to support the cost of the identified improvements.

| Committee Schedule: | |
|---|---|
| **Date** | **Task** |
| January 6 | Deadline to Apply |
| January 21 | City Council Appointment |
| **February 11** | **Meeting (Home Rule / Permanent Base Adjustment Discussion)** |
| **March 17** | **Meeting (Election Outreach Discussion)** |
| March 28 | Attend Culture Pop Event |
| **April 7** | **Meeting (Community Needs/Improvements)** |
| April 11 | Attend Kid Fest Event |
| **April 14** | **Meeting (Financial Strategies)** |

**BUDGET IMPACT:**
No budget impact.

**RECOMMENDATION:**
Staff recommends City Council Establish an Ad Hoc Citizens Quality of Life Committee.

Item Number: 3.d.

# CITY COUNCIL REPORT

**SUBJECT:** Resolution 3598-1219 - Bylaws of the Neighborhood and Family Services Commission

**MEETING DATE:** 12/9/2019

---

**TO:** Mayor and Council

**FROM:** Marcella Carrillo, City Clerk, (623) 333-1214

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request to adopt Resolution 3598-1219 amending the bylaws of the Neighborhood and Family Services Commission, adding the library division and providing for several administrative changes and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

The Neighborhood and Family Services Commission (NFSC) was first established in 2006 with the purpose of identifying family and neighborhood issues as well as possible resources to meet those needs. The NSFC was merged with the Social Services Advisory Board in 2011. The NFSC's duties where modified to add a focus on social services. In 2018, the library division was moved under the Neighborhood and Family Services department. On November 20, 2019, NFSC approved an amendment to the board bylaws, adding the library division and providing for several administrative changes.

**DISCUSSION:**

Since the library division is now under the Neighborhood and Family Services (NFS) department, all library references are being removed from the Parks and Recreation Advisory Board bylaws and are being added into the Neighborhood and Family Services Commission bylaws.

The NFS Commission is currently composed of eleven voting members with two alternate members. Having such a large membership makes it is often difficult to reach quorum. The revised bylaws reduces the number of voting members to nine (from eleven). Since there are currently two vacancies on the NFS Commission, none of the active members will be impacted by this change.

Additionally, various administrative changes have been included within the bylaws. The revised bylaws, including a version with the track changes, is attached for reference.

**BUDGET IMPACT:**

This item has no budget impact.

**RECOMMENDATION:**

Staff is recommending that Council adopt a resolution amending the bylaws of the Neighborhood and Family Services Commission.

**RESOLUTION NO. 3598-1219**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE NEIGHBORHOOD AND FAMILY SERVICES COMMISSION BYLAWS.

**BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The City of Avondale Neighborhood and Family Services Commission Bylaws, Amended and Restated December 9, 2019 (the "Bylaws"), are hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 9, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Michael Wawro, City Attorney

EXHIBIT A TO

RESOLUTION NO. 3598-1219

[Bylaws]

See following pages.

**AMENDED AND RESTATED**
**DECEMBER 9, 2019**
**CITY OF AVONDALE**
**NEIGHBORHOOD AND FAMILY SERVICES COMMISSION**
**BYLAWS**

I. Name. The name of this organization shall be the Neighborhood and Family Services Commission (the "Commission").

II. Powers and Duties of the Commission. The Commission shall:

A. Serve as an advisory commission to the City Council for the purpose of identifying Neighborhood and Family issues and the possible resources to meet these needs through collaboration with community groups, agencies, other cities and similar organizations.

B. Recommend strategies to strengthen families and neighborhoods and provide staff with input on a variety of community projects and programs.

C. Appoint ad hoc committees as necessary to accomplish the Commission's mission.

D. Advise the staff of the Neighborhood and Family Services Department as they work to support, nurture and develop strong families and the neighborhoods in which they live. The functions that will interrelate with this Commission are: Family Services, Youth Services & Community Engagement, Housing & Community Development, Neighborhood Revitalization, and Libraries.

E. Complete specific duties as determined by the City Council, including, but not limited to the following:

1. Family Services
   - Identifying human service needs of the community to include the CAP service area of Avondale, Goodyear, Litchfield Park and designated unincorporated parts of Maricopa County
   - Provide suggestions for new partners and services
   - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the Resource Center's role and usefulness to the community
   - Provide ideas and suggestions for the enhancement of senior services
   - Support outreach and marketing efforts to promote the use of services

2. Youth Services & Community Engagement
   - Support outreach and marketing efforts to promote the use of services
   - Share ideas and suggestions for the improvement of youth services including, but not limited to:
     - Youth Workforce Development
     - Volunteerism and Service Learning
     - Leadership and Civic Engagement
     - Academic Enrichment
     - Health and Life Skills

3. Housing & Community Development
   - Provide input regarding the Consolidated Plan and Annual Action Plan
   - Reviewing the assessment of community needs and priorities

- Outreach and participation in housing redevelopment strategies and activities
- Provide input regarding fair housing activities and recommending fair housing outreach strategies

4. Neighborhood Revitalization
   - Participate in neighborhood engagement meeting and events when appropriate
   - Help identify community needs and gaps in services
   - Provide recommendations regarding support services for small businesses
   - Support outreach and marketing efforts to increase levels of program participation

5. Library Services:
   - Provide input for future libraries and modifications of existing facilities
   - Promote the interest and foster closer relationships between the library and consortium partners
   - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the library's role and usefulness to the community

III. Membership and Composition.

A. Number of Commission Members. The Commission shall be composed of nine voting members (collectively, the 'Members"). The Commission shall also have up to two alternate members ("Alternate Members") who shall attend and may participate in Commission meetings but shall not vote on any matter before the Commission, except as provided in Section V(E) below.

B. Membership Eligibility and Appointment. Members and Alternate Members shall meet all eligibility criteria as outlined in the City Council Rules of Procedure; appointment of Members and Alternate Members shall be conducted according to the same. Every effort shall be made to obtain representation from all the neighborhoods in Avondale. Additionally, every effort shall be made to recruit at least one low-income resident as a member.

C. Term. Unless appointed to fill a vacancy mid-term, each Members' term of office shall be three years, unless the Member resigns sooner or is removed from his/her position.

D. Term Limits. No Member may serve more than two consecutive terms; provided, however, that a Member appointed to fill a vacancy may serve two consecutive terms after the conclusion of the unexpired term to which he or she was appointed.

E. Vacancy. Any vacancy on the Commission shall be filled for the unexpired term by the Alternate Member if one has been appointed by the City Council per the established procedures or by the first Alternate Member if more than one Alternate Member has been appointed by the City Council. If an Alternate Member has not been so appointed, the position shall remain vacant until a new Member is appointed by the City Council to fill the vacancy. In cases of a vacancy due to the expiration of a Member's term, the Member shall remain seated until a successor is appointed and qualified.

F. Attendance. All Members and Alternate Members are required to attend all Commission meetings unless excused by the Chairperson. Three successive unexcused or unexplained absences from any regular or special meeting shall be grounds for removal as outlined in Section G below.

G. Removal. Any Member or Alternate Member may be removed upon a vote of not less than five City Council members for any cause, provided, however, that in the case of removal of a Member or Alternate Member due to excessive absences, it shall be assumed that said Member, or Alternate Member, has chosen to forfeit his/her seat on the Commission.

IV. Commission Officers and Staff.

A. Chairperson and Vice-Chairperson. At the first regularly scheduled Commission meeting of each calendar year, the Commission shall elect a Chairperson and Vice-Chairperson from among the Members. The Chairperson and Vice-Chairperson shall assume responsibilities at the next scheduled meeting. The term of the Chairperson and Vice-Chairperson shall be for one year. Any Member serving as Chairperson or Vice-Chairperson shall be eligible for re- election; provided, however, that each Member may serve no more than two terms per office.

B. Duties of the Chairperson and Vice-Chairperson. The Chairperson shall (i) preside at all Commission meetings, (ii) decide all points of order and procedure, (iii) appoint work groups if necessary and coordinate the work of the work groups, (iv) serve as a representative of the Commission to other governmental units on such matters as have been approved and designated by the Commission and (v) perform any duties as required by law, ordinance or these Bylaws. The Chairperson shall have the right to make motions, second motions and vote on all matters before the Commission. The Vice-Chairperson shall act as an aid to the Chairperson and shall perform the duties of the Chairperson in his or her absence or inability to serve. In the absence of the Chairperson and the Vice-Chairperson, the City Staff Liaison shall call the meeting to order and a simple majority of the Members then present shall select an acting Chairperson for the meeting. If the Commission Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice- Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Commission at the next meeting of the Members.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.

E. City Staff Liaison. The Director of Neighborhood and Family Services or authorized designee shall serve as the City Staff Liaison to furnish support to the Commission as requested or required to advise and furnish professional and technical advice.

F. Legal Counsel. The Commission may request that the City Attorney, or authorized designee, provide legal advice and rulings on points of order, procedure or other matters related to the Commission's duties.

V. Commission Meetings.

A. Frequency. Commission meetings shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Commission Meetings. Additional Commission meetings may be held on the call of the Chairperson or the request of two or more Members by giving notice to all the Members and Alternate Members by telephone or personal delivery or by verbal comment

during a regular meeting. All notices shall be given, and posted according to applicable law, at least 24 hours before the meeting.

C. Participation by the Public. Commission meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A Commission meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. Alternate Members may not vote at any Commission meeting, except as provided in Section V(E) below.

E. Alternate Member Quorum. At a Commission meeting where a majority of the Members are not present, and the Alternate Member is present, the Alternate Member may be counted to constitute a quorum to conduct the meeting. The Alternate Member may also vote at the meeting. At a Commission meeting where a majority of the Members are present to constitute a quorum, the Alternate Member will not count towards the quorum and may not vote at the meeting.

F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Commission meeting in accordance with the Arizona Open Public Meeting Law.

G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

H. Open Meeting Law. The Commission is subject to the Arizona Open Public Meeting Law.

## VI. Special Committees.

The Commission may create special committees for specific purposes. Such committees shall be subject to the provisions of the open meeting law. Any special committee created by the Commission shall automatically dissolve when its work is done and after its final report has been accepted by the Commission,

## VII. Amendments.

By the affirmative vote of a two-thirds majority, the Members may recommend amendments to these Bylaws. The Commission will forward any such recommendation for amendments to the City Council for its approval.

**AMENDED AND RESTATED**
**CITY OF AVONDALE**
**NEIGHBORHOOD AND FAMILY SERVICES COMMISSION**
**BYLAWS**

I. Name. The name of this organization shall be the Neighborhood and Family Services Commission (the "Commission").

II. Powers and Duties of the Commission. The Commission shall:

A. Serve as an advisory commission to the City Council for the purpose of identifying Neighborhood and Family issues and the possible resources to meet these needs through collaboration with community groups, agencies, other cities and similar organizations.

B. Recommend strategies to strengthen families and neighborhoods and provide staff with input on a variety of community projects and programs.

C. Appoint ad hoc committees as necessary to accomplish the Commission's mission.

D. Advise the staff of the Neighborhood and Family Services Department as they work to support, nurture and develop strong families and the neighborhoods in which they live. The functions that will interrelate with this Commission are: Family Services, Youth Services & Community Engagement ~~Development~~, ~~Code Enforcement,~~ Housing & ~~and~~ Community Development, Neighborhood Revitalization, and Libraries~~Transit~~.

E. Complete specific duties as determined by the City Council, including, but not limited to the following

1. Family Services
    - Identifying human service needs of the community to include the CAP service area of Avondale, Goodyear, Litchfield Park and designated unincorporated parts of Maricopa County
    - Provide suggestions for new partners and services
    - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the Resource Center's role and usefulness to the community
    - Provide ideas and suggestions for the enhancement of senior services
    - Support outreach and marketing efforts to promote the use of services

2. Youth ~~Development Program Development and Review~~ Services & Community Engagement
    - Support outreach and marketing efforts to promote the use of services
    - ~~Mentoring for emotional development, social skills and decision-making skill~~Share ideas and suggestions for the improvement of youth services including, but not limited to:
        - ~~Anger management, relational aggression (bullying issues)~~Youth Workforce Development
        - ~~After School Programs including homework support, social skills, responsibility and work ethic training~~Volunteerism and Service Learning
        - ~~Teen Truancy programs~~Leadership and Civic Engagement
        - ~~Teen Pregnancy programs~~Academic Enrichment
        - Health and ~~Gang and Drug prevention strategies~~Life Skills

- ~~Neighborhoods Programs~~
  - ~~Neighborhood Safety - Neighborhood Watch~~
  - ~~G.A. I.N. event~~
  - ~~Criminal abatement strategies~~
  - ~~Code Enforcement and maintenance strategies~~
  - ~~Graffiti Program Development~~
  - ~~Section 8 - Education and Solutions to behavioral issues~~
  - ~~Rentals and CC&R issues, training for rental property owners~~
  - ~~Neighborhood traffic circulation and connectivity issues and solutions~~
  -
- ~~CDBG & HOME Programs~~ Housing & Community Development
  - Provide input regarding the Consolidated Plan and Annual Action Plan ~~Evaluation~~
  - Reviewing the assessment of community needs and priorities
  - Outreach and participation in housing redevelopment strategies and activities
  - ~~Evaluating~~ Provide input regarding fair housing activities and recommending fair housing outreach strategies

~~Human Services and Community Action Program (CAP)~~

~~Identifying human service needs of the community to include the CAP service area of Avondale, Goodyear, Litchfield Park and designated unincorporated parts of Maricopa County~~

~~Finding resources to meet these needs through collaboration with other community organizations~~

~~Participating in outreach and special events in support of human service needs~~

~~Acting in harmony with Maricopa County Community Action Program policies~~

3. Neighborhood Revitalization
   - Participate in neighborhood engagement meeting and events when appropriate
   - Help identify community needs and gaps in services
   - Provide recommendations regarding support services for small businesses
   - Support outreach and marketing efforts to increase levels of program participation

4. Library Services:
   - Provide input for ~~Plan~~ future libraries and modifications of existing facilities
   - Promote the interest and foster closer relationships between the library and consortium partners
   - Provide ideas to enhance services, expand programs, and add new dimensions that maximize the library's role and usefulness to the community

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Commission Members present are unable to select an acting Chairperson, the City Staff Liaison shall act as the Chairperson for the meeting but without voting privileges.

C. Vacancy. A vacancy in the office of Chairperson shall be filled by the Vice- Chairperson. A vacancy in the office of Vice-Chairperson shall be filled by a vote of the Commission at the next meeting of the Members.

D. Removal. The Chairperson or Vice-Chairperson may be removed from office at any time at a meeting of the Members by an affirmative vote of a three-fourths majority of Members, who must be present to vote.

E. City Staff Liaison. The Director of Neighborhood and Family Services or authorized designee shall serve as the City Staff Liaison to furnish support to the Commission as requested or required to advise and furnish professional and technical advice.

F. Legal Counsel. The Commission may request that the City Attorney, or authorized designee, provide legal advice and rulings on points of order, procedure or other matters related to the Commission's duties.

V. Commission Meetings.

A. Frequency. Commission meetings shall be held quarterly at the City of Avondale Civic Center, Avondale, Arizona, unless posted differently at least 24 hours in advance.

B. Additional Commission Meetings. Additional Commission meetings may be held on the call of the Chairperson or the request of two or more Members by giving notice to all the Members and Alternate Members by telephone or personal delivery or by verbal comment during a regular meeting. All notices shall be given, and posted according to applicable law, at least 24 hours before the meeting.

C. Participation by the Public. Commission meetings shall be open to the public. For any matter under consideration, any person may submit written comments and if attending in person, may speak to the issue upon being recognized by the Chairperson and stating his or her name and, if applicable, the names of any person or organization on whose behalf he or she is appearing.

D. Quorum. A Commission meeting where a majority of its Members are present shall constitute a quorum. A majority vote of those Members present shall be required to take official action. No action shall be taken at any meeting in absence of a quorum, except to adjourn the meeting to a subsequent date. Alternate Members may not vote at any Commission meeting, except as provided in Section V(E) below.

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F. Agenda. The agenda shall be prepared by the City Staff Liaison, reviewed by the Chairperson, and posted no less than 24 hours before the Commission meeting in accordance with the Arizona Open Public Meeting Law.

G. Minutes. Minutes of the proceedings shall be retained and filed with the City Clerk's Department who will, in turn, file and post the minutes according to applicable law.

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## VI. Special Committees.

The Commission may create special committees for specific purposes. Such committees shall be subject to the provisions of the open meeting law. Any special committee created by the Commission shall automatically dissolve when its work is done and after its final report has been accepted by the Commission,

## VII. Amendments.

By the affirmative vote of a two-thirds majority, the Members may recommend amendments to these Bylaws. The Commission will forward any such recommendation for amendments to the City Council for its approval.

Item Number: 3.e.

# CITY COUNCIL REPORT

**SUBJECT:** Use of Contingency Funds for Civic Center Annex Building Construction Manager at Risk Services

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

## PURPOSE:

City Council will consider a request to approve a budget amendment for expenditure authority from the Grant Contingency Fund in the amount of $119,938 to establish a new CIP project, the Civic Center Annex Building, authorizing the complete design, construction and project management services for a new 20,000 S.F two story office building on the Civic Center campus and authorize the City Manager and City Clerk to execute the necessary documents, including a Construction Manager At Risk Agreement with Haydon Building Corporation for pre-construction services. The Council will take the appropriate action.

## BACKGROUND:

As the City continues to grow and expand services, the Civic Center campus must also grow to accommodate the demand. Apart from the Police, Library, and Court buildings, there are two office buildings on the Civic Center campus; City Hall and the adjacent city-owned building which is leased to commercial tenants, referred to as the "ISM Building" for its most notable tenant, ISM Raceway. City Hall is fully occupied, as is the "ISM Building", resulting in an immediate need for additional office space for staff as well as the opportunity to attract future tenants to the Civic Center campus.

The City has $70,000 allocated this fiscal year for completion of a space needs analysis of City Hall and the City owned ISM building. The space needs study is currently under review with planned completion in December. The intent of the study is to recommend space allocations for both buildings as well and the proposed 20,000 S.F. two-story office building located at the corner of Avondale Blvd and Jefferson Street.

## DISCUSSION:

Staff is requesting a budget amendment for expenditure authority in the amount of $119,938 to commence pre-construction services with the selected CMAR firm for the 20,000 S.F. two-story Civic Center Annex Building. The additional project budget is estimated at $14.2 million which will be requested as a CIP project in the FY 2020-2021 budget.

Staff completed a competitive process to procure the Construction Manager at Risk (CMAR) services also for this project. The evaluation panel recommended awarding the design services agreement to Haydon Building Corp.

Anticipated project costs through June 30, 2019 are as follows:

| | |
|---|---|
| Project Management | $ 83,000 |
| Architekton | $1,122,500 |
| Haydon Building Corp | $ 119,938 |
| Total: | $1,325,438 |

**BUDGET IMPACT:**

Staff is requesting a budget amendment for expenditure authority from the Grant Contingency Fund 209-5300-00-6990 in the amount of $119,938 for pre-construction services. Transfers from this line item are for unbudgeted items where there are existing resources in the City. The existing resource for this item is the fund balance in the One-Time Capital Fund. The construction of the Civic Center Annex Office Building is currently not included in the Capital Improvement Plan and resources for the construction of the building will need to be identified during the FY2021 budget process.

**RECOMMENDATION:**

Staff recommends that City Council approve the budget amendment for expenditure authority from the Grant Contingency Fund in the amount of $119,938 to establish a new CIP project, the Civic Center Annex Building, and authorize the pre-construction services for a new 20,000 S.F two-story office building on the Civic Center campus.

**CONSTRUCTION MANAGER**
**AT RISK AGREEMENT**
**BETWEEN**
**CITY OF AVONDALE**
**AND**
**HAYDON BUILDING CORPORATION**

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Agreement") is made December 09, 2019, by and between the City of Avondale, an Arizona municipal corporation (the "City"), and Haydon Building Corporation, a/n Arizona corporation (the "Construction Manager"), for design phase review and complete construction services related to the Civic Center Annex Building, to be located on the existing building pad north of Jefferson Street adjacent to the existing City Hall building in Avondale Arizona, and other items as deemed necessary by the City (the "Project"). The City and the Construction Manager are referred to herein individually as a "Party" and collectively as the "Parties."

## ARTICLE 1
## GENERAL

1.1 Project Summary. The Construction Manager shall perform all pre-construction services set forth in Article 2 below (the "Pre-Construction Services") and, subject to Section 1.2 below, management and construction services set forth in Article 4 below (the "Construction Services") (the Pre-Construction Services and the Construction Services are collectively referred to as the "Services"), including providing all material, equipment, tools and labor necessary to complete the Work (as defined below) described herein and reasonably inferable from the Contract Documents (as defined below), including the upgrades and improvements to be encompassed in the Project. The Construction Manager will also coordinate with and provide comments to Architekton (the "Project Designers") to ensure that the Project design is constructible within the established budget.

1.2 Phased Agreement. The Services contemplated by this Agreement shall be carried out in several distinct phases. The initial Services shall be to provide Pre-Construction Services including (A) such environmental investigation services as applicable pursuant to Section 2.1 below, (B) review of the Project Designers' Construction Documents pursuant to Section 2.2 below and (C) the Pre-Construction Phase General Services, pursuant to Section 2.3 below (the "Pre-Construction Phase General Services"). The Construction Manager shall be compensated on an hourly basis, at the agreed-upon hourly rates and a stipulated not-to-exceed total fee, for the Pre-Construction Services as set forth in Section 7.1 below, provided that such services may extend through the construction phase for various components of the Project. At the point in the Pre-Construction Services as determined by the City, the City may, in its sole discretion, request that the Construction Manager submit a proposal for a guaranteed maximum price ("GMP") for construction of the Project, which may be submitted as a single GMP or as multiple GMPs at the City's sole discretion. The Construction Manager shall prepare and submit the GMP Proposals pursuant to Article 3 below. If the City and the Construction Manager agree upon the respective GMP Proposals, the Construction Manager shall furnish, with respect to each GMP Proposal (A) such environmental investigation services as applicable pursuant to Section 2.1 below and (B) the Construction Services set forth in Article 4 below. If the City and the Construction Manager

cannot, after good faith efforts, agree on the GMP, the City may, in its sole discretion, terminate this Agreement (subject to the terms and conditions set forth in Section 12.2 below).

1.3 Definitions.

A. "Additional Services" means services not initially included as part of the Work, but which are later identified as necessary or desirable by the City, as more fully described in Section 4.17 below.

B. "Applicable Law" means any law, rule, code, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by, any governmental body having jurisdiction, applicable or relating to the design, permitting, construction, equipping, financing, ownership, possession, or any other transaction or matter contemplated hereby relating to the design and construction of the Project.

C. "Change Directive" means a written order prepared and signed by the City and the Construction Manager, approving a change in the Work that does not require an adjustment in the Contract Price or the Contract Time.

D. "Change Order" means a contract amendment issued after execution of this Agreement or future GMP Amendments signed by the City, Construction Manager and other parties, as may be required or appropriate, agreeing to an addition, deletion or revision in the scope of Work, an adjustment to the Contract Price, an adjustment to the Contract Time or other modifications to Contract terms.

E. "City's Contingency" means a fund used at the discretion of the City, usually for costs that result from City-directed changes.

F. "Construction Documents" means the plans, Specifications and drawings prepared by the Project Designers after correcting for permit review requirements, and as approved by the City Manager or authorized designee. The Construction Documents, once approved by the City as 100% complete, shall be attached hereto as Exhibit A and incorporated herein by reference.

G. "Construction Fee" means the portion of Construction Manager's compensation not related to Direct Construction Costs, as set forth in Subsection 3.4 below.

H. "Contract Documents" means all of the following:

1. Change Orders and written amendments to this Agreement, including the amendments, if any, relating to the respective GMPs (the "GMP Amendments"), signed by both the City and the Construction Manager, attached hereto as Exhibit B and incorporated herein by reference.

2. This Agreement.

3. The Construction Documents.

4. The Construction Manager's Guaranteed Maximum Price Proposals (the "GMP Proposals"), attached hereto as Exhibit C and incorporated herein by reference, including but not limited to:

a. The Construction Manager's proposed scope of services and fee breakdown for each GMP Proposal (the "Scope").

b. The Master Schedule relating to the applicable Scope developed in accordance with Subsection 2.3(C) below and updated as set forth in this Agreement, attached hereto as Exhibit D and incorporated herein by reference.

5. The City's Request for Qualifications (the "RFQ") attached hereto as Exhibit E and incorporated herein by reference.

6. The Construction Manager's response to the City's RFQ attached hereto as Exhibit F and incorporated herein by reference.

In case of any inconsistency, conflict or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

I. "Contract Price" means the total compensation to be paid to the Construction Manager, as more fully described in Article 7 below.

J. "Contract Time" means the Days, as set forth in Article 6, indicating the period of time, including authorized adjustments, allotted in the Contract Documents to achieve Substantial Completion of the Work.

K. "Cost Model" means the detailed cost information for the Project as described in Subsection 2.3(D) below.

L. "Cost of the Work" means the portion of Direct Construction Costs necessarily incurred by the Construction Manager in the proper performance of the Work as more specifically set forth in Section 3.3(B) below.

M. "Critical Path" means the sequence of activities from the start of the Work to Substantial Completion of the Project for which any delay in the completion of these activities will delay achieving Substantial Completion.

N. "Day(s)" means calendar day(s) unless otherwise specifically noted in the Contract Documents.

O. "Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that (1) materially differ from the conditions indicated in the Contract Documents or (2) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized in the area of the Site as inherent in the Work.

P. "Direct Construction Costs" means General Conditions Costs and Cost of the Work as set forth in Section 3.3 below.

Q. "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks.

R. "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, that are incurred at any time as a result of the existence of Environmental Conditions upon, about or beneath the Project Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site.

2. Fees incurred for the services of attorneys, consultants, the Construction Manager, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Environmental Conditions or violation of Environmental Requirements.

3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in Subsections 1.3(R)(1) and (2) above.

S. "Environmental Requirements" means all applicable laws, statutes, regulations, rules, ordinances, common law codes, licenses, permits, orders and similar items of all governmental agencies or other instrumentalities of the United States, the State of Arizona, Maricopa County and all applicable, judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1. (a) Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA") (42 U.S.C. § 9601, *et seq.*), as amended by the Superfund Amendments and Reauthorization Act of 1986, and as further amended from time to time, and regulations promulgated thereunder; (b) defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. § 6691 *et seq*.), as amended from time to time, and regulations promulgated thereunder; (c) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act (33 U.S.C. § 1321), as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. § 1317), as amended from time to time, and the regulations promulgated thereunder; (d) the Clean Air Act (42 U.S.C. § 7401 *et seq*.), as amended from time to time, and regulations promulgated thereunder; (e) regulated under the Toxic Substances Control Act (15 U.S.C. § 2601, *et seq*.); (f) Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. § 136 *et seq*.); (g) the Solid Waste Disposal Act (42 U.S.C. § 6901 *et seq*.), as amended from time to time, and regulations promulgated thereunder; or (h) defined as

"hazardous", "toxic", or otherwise regulated, under any Environmental Requirements adopted by the state in which the Site is located, or its agencies or political subdivisions.

2. Asbestos or asbestos-containing materials.

3. All requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials.

4. All requirements pertaining to the protection of the health and safety of employees or the public.

T. "Final Completion" means completion of the Project, including Punch List items, by the Construction Manager in accordance with the Contract Documents, certified to the City by the Construction Manager.

U. "Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

V. "General Conditions Costs" means a portion of the costs incurred by Construction Manager during the construction phase, as set forth in Section 3.3(A) below.

W. "Hazardous Materials" means any substance as defined under Environmental Requirements including:

1. The presence of which requires notification, investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law.

2. Which is or becomes defined as a "hazardous waste", "hazardous substance", pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto.

3. Which is petroleum, petroleum products, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons; and, ethanol, methyl tertiary butyl ether or derivatives or constituents of or vapors from any of the foregoing.

4. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality of the United States or the State of Arizona.

5. The presence of which on the Project Site causes or threatens to cause a nuisance upon the Project Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project Site.

6. The presence of which on adjacent properties could constitute a trespass by the Construction Manager or the City.

X. "Master Schedule" is defined as set forth in Subsection 2.3(C) below.

Y. "Project Record Document(s)" means the document(s) created pursuant to Section 4.12.

Z. "Punch List" means that list of items provided by City to the Construction Manager at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by the Construction Manager after Substantial Completion.

AA. "Shop Drawings" means drawings, diagrams, schedules and other data specially prepared for the Work by the Construction Manager or a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

AB. "Site" means the land or premises on which the Project is located.

AC. "Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

AD. "Subcontractor" means a person or entity employed or engaged by the Construction Manager or any person or entity directly or indirectly in privity with the Construction Manager to perform any portion of the Work. The term Subcontractor does not include any separate contractor employed by the City.

AE. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the City can use or occupy the entire Project, or the designated portion of the Project for the use intended without any outstanding, concurrent construction at the Site, except as may be required to complete or correct Punch List items.

AF. "Underground Storage Tank" shall have the definition assigned to that term by § 9001 of RCRA, 42 U.S.C. § 6991, as amended, and also shall include: (1) any tank of 1,100 gallons or less capacity used for storing motor fuel; (2) any tank used for storing heating oil for consumption on the premises where stored; (3) any tank used for storing waste oil; (4) any septic tank; and (5) any pipes with oil dispensers connected to items listed in clauses 1.3(AA)(1) and 1.3(AA)(2) above.

AG. The "Work" means, collectively, the (1) environmental investigation set forth in Section 2.1 below, (2) Review of Construction Documents and design remedies set forth in Section 2.2 below, (3) Pre-construction Phase General Services set forth in Section 2.3 below, (4) Construction Services provided in accordance with Article 4 below, if applicable, (5) Additional Services that may be provided pursuant to an approved Change Directive or Change Order in accordance with Article 8 below and (6) other services that are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

1.4 Cooperative Relationship. The City and the Construction Manager agree to proceed with the Project on the basis of trust, good faith and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, but without sacrificing quality. The City and the Construction Manager agree to consider design modifications and alternative materials or equipment if necessary to permit the Project to be constructed by the dates of Substantial Completion and Final Completion, as established by the mutually-agreed-upon Master Schedule attached hereto.

1.5 City Representations.

A. Project Designer Selection. The City has contracted separately with the Project Designers to provide engineering and design for the Project.

B. City's Project Manager. City has either designated a City staff member to act as City's Project Manager and/or has contracted separately with a person, firm or corporation to act as City's Project Manager. The City's Project Manager has no design responsibilities of any nature. None of the activities of City's Project Manager supplant or conflict with the design, budget, or any other services and responsibilities furnished by the Construction Manager, the Project Designers or sub-consultants. All instructions by the City relating to this Agreement will be issued or made through the City's Project Manager. All communications and submittals of Construction Manager to the City shall be issued or made through the City's Project Manager unless the City or the City's Project Manager shall otherwise direct. The City's Project Manager shall not unreasonably withhold approval for the Construction Manager to communicate directly with other City officials or the Project Designers. Throughout the term of this Agreement the City's Project Manager shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Construction Manager and to call periodic conferences to be attended by the Construction Manager and the Construction Manager's Subcontractors.

C. Limited Project Management. None of the City's project management activities are intended to supplant or conflict with the design, budget, or any other services and responsibilities customarily furnished by the Construction Manager or its Subcontractors, except as otherwise specifically modified by this Agreement.

D. No Third Party Relationships. The Construction Manager assumes responsibility to City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained

in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the City or the Construction Manager.

E. Requests for Information. The City shall examine requests for information/direction submitted by the Construction Manager and shall render decisions thereto promptly. The City shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work (1) in cooperation with the Construction Manager, (2) consistent with this Agreement and (3) in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by the City.

F. Notice to Construction Manager of Defect. If the City, or other delegated representative, observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, the delegated representative shall provide notice o to the City and, upon receipt of the City, shall give written notice thereof to the Construction Manager.

G. Approvals. The City shall secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the Project.

H. Communication. The City, its representatives and consultants shall communicate with the Subcontractors only through the Construction Manager unless otherwise directed or permitted by the Construction Manager.

I. Notices. The City shall send to the Construction Manager, and shall require the Project Designers to send to the Construction Manager, copies of all notices and communications sent to or received by the City or the Project Designers relating to the Construction Manager's Services with respect to the Project.

1.6 Construction Manager Representations.

A. Standards. The Construction Manager shall provide the professional management and construction services for the Project in accordance with the terms and conditions of this Agreement. The Construction Manager covenants with the City to furnish its skill and judgment with due care and in accordance with the highest standards of its profession and with Applicable Law in effect on the date of this Agreement or as subsequently amended.

B. Subcontractor Selection Program. In conjunction with its response to the City's RFQ, the Construction Manager submitted to the City a written procedure in conformance with ARIZ. REV. STAT. § 34-601 *et seq.*, as amended, for qualifications-based selection of Subcontractors to be utilized in completion of the Project (the "Subcontractor Selection Program"), which is attached hereto as Exhibit G and incorporated herein by reference. The Construction Manager shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Construction Manager shall develop and coordinate procedures to provide answers to Subcontractors' questions. The Construction Manager shall use best efforts to utilize minority business enterprises, woman business enterprises and local contractors or suppliers. The Construction Manager shall ensure that each Subcontractor has secured the required

business licenses, permits, insurance and bonds. The Construction Manager shall be solely responsible for ensuring that (1) the Subcontractor Selection Program is in conformance with Applicable Law and (2) all Subcontractors are selected in accordance with the Subcontractor Selection Program. The Construction Manager shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees for, from and against all claims, damages, losses and expenses (including, but not limited to, attorney fees, court costs and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the Construction Manager's failure to appropriately select its Subcontractors. Additionally, as part of the Construction Manager's submittal of any GMP Proposal under this Agreement, the Construction Manager shall utilize the Subcontractor Selection Program to meet its requirements under Section 3.7 below.

C. Key Personnel. The Construction Manager shall provide to the City a list of the proposed key project personnel of the Construction Manager and its Subcontractors to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by the City. Such key personnel and consultants shall be satisfactory to the City and shall not be changed except with the consent of the City. The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by the City, to ensure acceptable and timely completion of the Services described in this Agreement. If the City objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to the City and, if required, remove such personnel from the Project and replace with new personnel with qualifications acceptable to the City. Additionally, the City shall have the right to request that the Construction Manager personnel be removed from the Project if, in the City's sole discretion, such personnel are detrimental to the Project delivery process. Upon receipt of such request, the Construction Manager shall remove such personnel unless the Construction Manager can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel with similarly qualified personnel. The City's approval of substituted personnel shall not be unreasonably withheld.

D. Site Conditions. The Construction Manager represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work related to the Project, and that it has investigated and satisfied itself as to the general and local conditions and constraints that are applicable to the Work such as (1) conditions bearing on transportation, disposal, handling and storage of materials, (2) the availability of labor, water, power and roads, (3) normal weather conditions, (4) observable physical conditions at the Site, (5) the surface conditions of the ground and subsurface conditions investigated per Article 2.1A and (6) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent the Construction Manager encounters subsurface or concealed conditions that differ materially from those which could reasonably have been determined from a Site surface and subsurface investigation per Article 2.1A by the Construction Manager on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents, then the Construction Manager shall give notice to the City promptly before conditions are disturbed and in no event later than seven Days after the first observance of the conditions if a Change Order is contemplated by the Construction Manager due to such conditions. Such materially different conditions, if discovered after a GMP is approved, may

entitle the Construction Manager to an equitable adjustment in the applicable GMP or schedule pursuant to the Change Order provisions set forth in Article 8 below.

1.7 City and Subcontractors. The City will require the Construction Manager to contract directly with such Subcontractors as may be necessary for construction or supply of the Project. All such contracts shall be issued consistent with (A) the applicable provisions of this Agreement and (B) Applicable Law, including, but not limited to, the requirements of ARIZ. REV. STAT. § 34-603(N) relating to inclusion of the Project's physical location in all subcontracts.

1.8 Construction Manager to Other Project Participants. In providing the Services described in this Agreement, the Construction Manager shall endeavor to maintain a working relationship with the Project Designers. The Construction Manager's cost estimating, constructability analysis and design collaboration are critical to the successful design within the existing budget. The Project Designers are solely responsible for the Project design and shall perform in accordance with their respective agreements with the City. Nothing in this Agreement shall be construed to mean that the Construction Manager is responsible for the design of the Project or that the Construction Manager assumes any of the contractual or customary responsibilities or duties of the Project Designers or any other persons or parties not specified by this Agreement; provided, however, that the Construction Manager shall provide comment and input as described above and as with respect to the Project Designers' designs as set forth in Section 2.2 below.

1.9 Data Confidentiality.

A. Data Defined. As used in this Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Agreement.

B. Confidentiality. The Parties agree, subject to Arizona public records law, that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Agreement is confidential and proprietary information belonging to the City.

C. Use of Data. The Construction Manager will not divulge data to any third party without prior, written consent of the City. The Construction Manager will not use the data for any purposes except to perform the Services required under this Agreement. These prohibitions will not apply to any of the following data, provided the Construction Manager has first given the required notice to the City:

1. Data that was known to the Construction Manager prior to its performance under this Agreement, unless such data was acquired in connection with work performed for the City.

2. Data that was acquired by the Construction Manager in its performance under this Agreement, and which was disclosed to the Construction Manager

by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence.

3. Data that is required to be disclosed by the Construction Manager by virtue of law, regulation, or court order.

D. Disclosure Notice. In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction Manager became privy as a result of any other contract with the City, the Construction Manager will first notify the City as set forth in this section of the request or demand for the data. The Construction Manager will timely give the City sufficient facts, such that the City can have a meaningful opportunity to either first give its consent or take such action that the City may deem appropriate to protect such data or other information from disclosure.

E. Return After Completion. The Construction Manager, unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by the City, will promptly deliver, as set forth in this Section, a copy of all data to the City. All data will continue to be subject to the confidentiality requirements of this Agreement.

F. Construction Manager Responsible. The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate the City if any of the provisions of this Section are violated by the Construction Manager, its employees, agents or Subcontractors. For the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.

## ARTICLE 2
## PRE-CONSTRUCTION SERVICES

2.1 Environmental Investigation.

A. Discovery. Upon written notice from the City or upon the Construction Manager's discovery of Environmental Conditions on the Site, the Construction Manager shall recommend, for execution by the City, one or more contracts ("Environmental Contracts") with suitably qualified consultants and/or engineers ("Environmental Engineers"), each of which Environmental Engineer and which form of Environmental Contract shall be subject to the approval of the City, for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation and costs approved by the City, and may provide for conducting the investigation and testing in phases acceptable to the City. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as the City is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that the Construction Manager, acting as agent of the City, shall coordinate the activities of the Environmental Engineers with the Work.

B. Assessment; Remediation Analysis. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans in accordance with applicable local, state, and federal rules, regulations, and laws, including the federal "all appropriate inquiry" Standard and American Society for Testing and Materials, ASTM E §1527-13 ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup or remediation of such Environmental Conditions (1) that are required by Environmental Requirements, or (2) that are reasonably necessary to mitigate Environmental Damages.

C. Impact on Master Schedule. The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide the City and the Construction Manager with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. The Construction Manager shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to the City a written report setting forth the Construction Manager's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Master Schedule and the progress of the Work.

D. Notice; Permitting. The Environmental Contracts shall require the Environmental Engineers to (1) give notice to the City of the presence of Environmental Conditions, (2) only upon the written consent of the City, give any necessary notice to the Federal government and the State of Arizona or other agencies of the presence of any Environmental Conditions, (3) assist the City in negotiations with Federal and Arizona agencies concerning preparation and approval of a plan for clean-up to the extent required and (3) obtain all necessary permits to perform any Remedial Actions.

E. Remediation Contractors. If so instructed by the City, based upon the results of the Environmental Assessments, the Construction Manager shall assist the City with obtaining bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by the City to perform the Remedial Actions selected by the City. If the City elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, the City will so advise the Construction Manager in a written notice on or before the date that is 60 Days after receipt of the foregoing matters from the Construction Manager. Thereafter, the City shall execute contracts with the selected Remediation Contractors ("Remediation Contracts").

F. Coordination. Unless otherwise instructed, the Construction Manager, as agent for the City, shall be responsible for coordinating the work and services performed by the Remediation Contractors with the Work.

G. Payment for Remediation. The City will make all payments due under the Environmental Contracts and the Remediation Contracts directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by the Construction Manager prior to submission to the City. All payments due

under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the applicable GMP, and shall be the sole responsibility of the City, except as expressly provided otherwise.

H. Additional Discovery. If, in the course of performance of the Work, the Construction Manager encounters on the Site any Environmental Conditions not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, the Construction Manager shall immediately suspend the Work in the area affected and promptly thereafter report the condition to the City.

I. Construction Manager Responsibility. Except as set forth in Subsection 2.1(L) below, it is understood and agreed that with respect to any Environmental Conditions existing on the Site, the Construction Manager is not, and shall not be deemed to be, a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that the Construction Manager shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

J. City Indemnity. To the extent that the Construction Manager or the Subcontractors are not in violation of Subsection 2.1(L) below and to the extent sufficient appropriations are made pursuant to Section 14.18 below, the City shall indemnify, defend and hold harmless the Construction Manager, the Subcontractors, and the directors, officers, agents and employees of each (the "Construction Manager Indemnitees"), for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Construction Manager Indemnities being deemed or determined to be a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

K. Delay for Remedial Actions. The City acknowledges and agrees that the Construction Manager shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation Contractor and any required approvals of any applicable government agencies. The Construction Manager agrees to use good faith efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

L. Hazardous Materials Prohibited. The Construction Manager shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Construction Manager shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

M. Construction Manager Indemnity. The Construction Manager shall indemnify, defend and hold harmless the City, its agents, representatives, officers and employees for, from and against any Environmental Damages asserted against or sustained by such parties as

a result of any violation by the Construction Manager or the Subcontractors of any Environmental Requirements arising out of Subsection 2.1(L) above.

2.2 Design Phase Services.

A. Discovery. The CMAR shall review the Phase I Report, the Geotechnical report, the site concept diagram, utilities information and other information available for the selected site. After reviewing the available documentation and information, the CMAR shall perform a site visit to confirm the site feasibility. The CMAR shall perform subsurface investigation of utilities utilizing, including but not limited to, potholing, utility locating detection, video camera, ground penetrating radar, etc. of existing utilities impacted by project. Any findings or site attributes that may impact the construction and occupation of the Civic Center Annex Building shall be reported to the City.

B. Collaboration. The CMAR's collaboration with the design team is critical to the success of the design and the resulting construction and, as such, shall be provided by the CMAR in a constructive and cooperative fashion.

C. Constructability Analysis. The CMAR shall provide design review and evaluation of systems, components, finishes and features as necessary to optimize the design and achieve the quality, safety and environmental goals within the project budget.

D. Estimating Notice; Permitting. The CMAR shall provide costs estimates based on the documents and specifications provided by the Design consultant weekly, or at the time of or as a result of substantive design changes.

E. City Indemnity. To the extent that the Construction Manager or the Subcontractors are not in violation of Subsection 2.1(L) below and to the extent sufficient appropriations are made pursuant to Section 14.18 below, the City shall indemnify, defend and hold harmless the Construction Manager, the Subcontractors, and the directors, officers, agents and employees of each (the "Construction Manager Indemnitees"), for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Construction Manager Indemnities being deemed or determined to be a generator, arranger, owner, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

G. Construction Manager Indemnity. The Construction Manager shall indemnify, defend and hold harmless the City, its agents, representatives, officers and employees for, from and against any Environmental Damages asserted against or sustained by such parties as a result of any violation by the Construction Manager or the Subcontractors of any Environmental Requirements arising out of Subsection 2.1(L) above.

2.3 Review of Construction Documents; Design Remedies.

A. Program Evaluation. The Construction Manager will provide to the City a written evaluation of the City's proposed Project and Project budget, with recommendations as to

the appropriateness of each, and an analysis as to how each contribute to successfully achieving the City's goal for the Project.

B. Design Document Review. The Construction Manager shall assist the City in reviewing the Construction Documents for clarity, consistency, constructability and coordination among the various contractors. The Construction Manager's first review of the Construction Documents shall occur at the 30% stage of the design for each component of the Project as designated by the City and shall be ongoing until 100% plans are final and complete for all phases of the Project. If the Construction Manager recognizes that portions of the Construction Documents are (1) in violation of Applicable Law or (2) in any way inadequate to achieve the intended result of the Project, the Construction Manager shall immediately notify the City in writing, describing the apparent violation or inadequacy.

1. The Construction Manager will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design, and other factors that may impact the Cost Model, GMP Proposals and/or the Master Schedule.

2. The Construction Manager will identify those additional surface and subsurface investigations that are required to provide the necessary information for the Construction Manager to construct the Project. After completion of pre-construction services, the Construction Manager may provide additional investigations to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents. The Construction Manager will be responsible for the time and cost required to obtain such additional investigations, except as otherwise provided by specific Additional Services.

3. The Construction Manager will meet with the Project team as required to review designs during their development. The Construction Manager will thoroughly familiarize itself with the evolving documents through conceptual design, preliminary design, and development of the Construction Documents (detailed design). The Construction Manager will proactively advise the Project team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment and building systems, and, labor and material availability. The Construction Manager will also advise the Project team on proposed Site improvements, excavation and foundation considerations, as well as, concerns that exist with respect to coordination of the Construction Documents. The Construction Manager will recommend cost effective alternatives.

C. Constructability and Bidability Reviews. The Construction Manager will conduct constructability and bidability reviews of the Construction Documents. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and suppliers. The Construction Manager shall provide the City with a written report containing, at a minimum, (i) a summary of the research and analysis conducted, (ii) a detailed description of any constructability issues or challenges and (iii) recommendations for correcting any constructability issues or challenges.

1. Constructability Review. The Construction Manager will evaluate whether (a) the Construction Documents are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Construction Documents, (d) module/preassembly design are prepared to facilitate fabrication, transport and installation, (e) the design promotes accessibility of personnel, material and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Construction Documents are practicable, and (g) the design has taken into consideration, efficiency issues concerning access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2. Bidability Review. The Construction Manager will check cross-references and complementary Project drawings and sections within the Construction Documents and evaluate whether (a) the plans and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include alternatives in the event a requirement cannot be met in the field, (e) and the Project is likely to be subject to Differing Site Conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

3. Reports. The results of the reviews will be provided to the City in written reports clearly identifying all discovered discrepancies and inconsistencies in the Project, plans and Specifications with notations and recommendations made on the plans, Specifications and other Construction Documents. If requested by the City, the Construction Manager will meet with the City's Project Manager and Project Designers to discuss any findings and to review reports.

D. Notification of Variance or Deficiency. Construction Manager is responsible for assisting the Project Designers in ascertaining that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with applicable laws, statutes, ordinances, building codes, rules and regulations it will promptly notify the Project Designers and City in writing, describing the apparent variance or deficiency.

E. Value Analysis. The Construction Manager shall make recommendations to the City and the Project Designers with respect to constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction and separation of the Project into contracts for various categories of the Work. Construction Manager shall evaluate all design options to provide value analysis services and cost savings recommendations to the City. The Construction Manager shall consider options most effective in first costs as well as long term operational costs and life cycle costs when evaluating each design option. The Construction Manager shall submit to the City and Project Designers (1) written cost studies, (2) cost-benefit evaluations of each cost studies, (3) a formal report to the

design team, (4) a final written analysis study document and (5) a tracking report for the increases or decreases in Project cost due to value engineering or scope changes. The City will decide which alternatives will be incorporated into the Project. The Project Designers will have full responsibility for the incorporation of the alternatives into the Contract Documents. The Construction Manager will include the cost of the alternatives into the Cost Model and any GMP Proposals.

F. Certification. At the completion of its review of the Construction Documents for each phase of the Project, the Construction Manager shall certify, without assuming engineering responsibility therefore, that the Construction Documents are sufficient and complete to build the respective portion of the Project within (1) the time available before the respective Substantial Completion date and (2) the Project budget. The Construction Manager's assistance in reviewing the Project design, Construction Documents and in making recommendations as provided herein is only for the purpose of providing advice to the City. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.

G. Construction Manager Not Responsible for Design. Notwithstanding the foregoing, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design and contents of the Construction Documents. By assisting with the reviews described herein, the Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and Construction Documents.

2.4 Pre-Construction Phase General Services.

A. Personnel; Project Meetings; Project Analysis. The Construction Manager will meet with the City, the Project Designers and all the other Project stakeholders to fully understand the program, the Construction Documents and all other aspects of the Project. The Construction Manager shall attend the regularly scheduled meetings with the City and the Project Designers to advise the City on matters of Site use, improvements, selection of materials, building methods, construction details, building systems, equipment, phasing and sequencing.

1. The Construction Manager will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Construction Documents. The Construction Manager will promptly notify the City in writing whenever the Construction Manager determines that any Construction Documents are inappropriate for the Project and or cause changes in the scope of Work requiring an adjustment in the Cost Model, Master Schedule, GMP Proposals and/or in the Contract Time for the Work, to the extent such are established.

2. The Construction Manager, when requested by the City or at its own initiative, if sanctioned by the City, will attend, make presentations and participate as may be appropriate in public agency and/or community meetings, germane to the Project. The Construction Manager will assist the Project Designers in the preparation of drawings, schedule diagrams, budget charts and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

B. Construction Management Plan.

1. Preparing Plan. The Construction Manager will prepare a construction management plan (the "Management Plan"), that will detail, but not necessarily be limited to, the Construction Manager's determinations concerning: (a) Project milestone dates and the Master Schedule, including the broad sequencing of the design and construction of the Project; (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (c) alternate strategies for fast-tracking and/or phasing the construction; (d) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials; (e) the number of separate subcontracts to be awarded to Subcontractors and suppliers for the Project construction; (f) permitting strategy; (g) safety and training programs; (h) construction quality control; (i) the Project Cost Model and basis of the model; (j) a matrix summarizing each Project team member's responsibilities and roles related to the Services; and (k) construction security.

2. Maintaining Plan. The Contract Manager shall keep the Management Plan current throughout the pre-construction services phase so that the Management Plan is ready for implementation at the start of the construction phase. The update/revisions will take into account: (a) revisions in Construction Documents; (b) the Construction Manager's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by the City, Project Designers or the Construction Manager; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and rights-of-way; (d) the fast-tracking (if any) of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment and/or materials; and (g) funding issues identified by the City.

C. Schedule Development. In accordance with the Management Plan, the Construction Manager shall prepare a master schedule for the Project (the "Master Schedule"). In preparing the Master Schedule, the Construction Manager shall establish: (i) detailed Critical Path Method ("CPM") schedules for the pre-construction/design phase and the construction phase of the Project with concurrence of the City and the Project Designers, (ii) monitor the Project schedules during the pre-construction phase and ensure that the Master Schedule is updated as necessary and advise the City of any schedule deficiencies. The Construction Manager shall utilize Microsoft Project scheduling software to prepare, provide and maintain the detailed CPM schedules unless the City requests use of a different scheduling product.

1. Each Project team member is responsible for its compliance with the Master Schedule requirements. The Construction Manager will update and maintain the Master Schedule on behalf of and to be used by the Project team based on input from other team members. The Master Schedule will be consistent with the most recent revised/updated Management Plan. The Master Schedule will be presented in graphical and tabular reports as agreed upon by the Project team. The Master Schedule will include

all tasks and deliverables required by each member of the Project team to identify long lead items, real property transactions, utility relocation activity, permitting requirements, etc. If Project phasing as described below is required, the Master Schedule will indicate milestone dates for the phases. The Master Schedule's activities will directly correlate with the Schedule of Values (as defined in Subsection 2.3(D)(4) below). The Master Schedule shall include resource loading for manpower and cash flow. The manpower loading shall include the daily manpower required to complete the task as shown on the Master Schedule.

2. The Construction Manager will include and integrate in the Master Schedule the services and activities required of the City's Project Manager, Project Designers and Construction Manager, including all construction phase activities. The Master Schedule will detail activities to the extent required to show: (a) the coordination between conceptual design, schematic design, and development of the Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed Work by the City. The Master Schedule will include, by example and not limitation, proposed activity sequences and durations for design, procurement, construction and testing activities, milestone dates for actions and decisions by the Project team, preparation and processing of Shop Drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various construction phases, total Float for all activities, relationships between the activities, City's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

3. The Master Schedule will be updated and maintained by the Construction Manager with assistance from the Project team throughout the pre-construction services phase such that it will not require major changes at the start of the construction phase to incorporate Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Master Schedule for use by the Project team, whenever required, but no less often than monthly; provided, however, that no such changes shall alter the date of Substantial Completion without the City's prior, written approval. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved versus that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

4. Prior to transmitting Contract Documents to Subcontractors, the Construction Manager shall prepare a pre-proposal construction schedule for each part of the Project and make the schedule available to the Subcontractors. The Construction Manager shall provide a copy of the Master Schedule to the Subcontractors. As part of the notice of award by the Construction Manager to each Subcontractor, the Construction Manager shall inform each Subcontractor of the requirements for the preparation of the Master Schedule. Each Subcontractor shall prepare its own Subcontractor construction schedule in accordance with the requirements of the Contract Documents.

D. Cost Models; Cost Estimates and Schedule of Values. The Construction Manager shall provide the City with detailed cost information for all aspects of the Project. Each cost model will contain a detailed estimate of the direct cost (including materials, labor and equipment) pertaining to each aspect of the Project along with the cost of the contract bonds, the cost of the Project's required insurance, the cost of all applicable taxes, Construction Manager's general conditions, Construction Manager's fee and the amount of Construction Manager's Contingency and shall be consistent with such requirements as determined by the City or the Project Designers. The individual aspect cost models shall be collectively referred to as the "Cost Model."

1. As soon as practical during the conceptual design phase, the Construction Manager will review all available information regarding the design and scope of the Project, and based on the Construction Manager's experience in performing similar work, develop a Cost Model for review and approval by the City. Once approved by the City, the Cost Model will be continually updated and kept current as the design progresses throughout the pre-construction phase until a final GMP for the entire Project is established. The Cost Model will be the Construction Manager's best representation of the complete functional Project's construction costs. The Construction Manager will communicate to the Project team any assumptions made in preparing the Cost Model. The Cost Model will support the Construction Manager's construction cost estimates and may be broken down initially as dictated by the available information. The Cost Model will also include allowances as agreed to by the Project team, including but not limited: (a) allowances for potential additional quantities and/or additional Work that the City may require, and (b) any costs related to investigations described in Subsection 2.1.

2. After receipt of the Project Designers' most current documents from certain specified design milestones, the Construction Manager will provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the Construction Manager's review of Construction Documents made available at the specified design milestone. The City's Project Manager, Project Designers and the Construction Manager will reconcile any disagreements on the estimate to arrive at an agreed upon estimate for the construction costs based on the scope of the Project through that specified design milestone. The design milestones applicable to this paragraph are: conceptual design completion, schematic design completion, and detailed design completion at 30%, 60%, 90% and 100%. If no consensus is reached, the City will make the final determination. If the Project team requires additional updates of the Cost Model beyond that specified in this Subsection, the Construction Manager will provide the requested information in a timely manner.

3. If, at any point, the estimate submitted to the City exceeds previously-accepted estimates or other key aspects of the Cost Model or the City's Project budget, the Construction Manager will make appropriate recommendations to the City's Project Manager and Project Designers on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs, (without altering the City's basic program) such that it is equal to or less than the established Project budget.

4. Near completion of the 60% detailed design review and included with the associated report, the Construction Manager will also submit to the City for review and approval a "Schedule of Values" which complies with the following requirements. The Schedule of Values will highlight significant variances from any previously submitted preliminary Schedule of Values. The Schedule of Values will be directly related to the breakdowns reflected in the Management Plan and the Construction Manager's Cost Model. In addition, the Schedule of Values will: (a) detail unit prices and quantity take-offs, (b) segregate Work covered by any changes to construction phase Work already in progress, (c) reconcile used and remaining Construction Manager's Contingency (as defined in Subsection 3.3(D)(1) below) allowance, (d) detail all other allowances and unit price Work shown and specified in the detailed Construction Documents and (e) material and equipment costs, labor costs, General Conditions costs, hourly labor rates, payment for pre-construction services and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes and other payroll burdens. The total cost for any portion of the Work to be performed by Subcontractors will include Subcontractor overhead and profit.

5. The Construction Manager will submit to the City a final Schedule of Values based on the 100% detailed design set of Construction Documents for the entire Project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

6. Upon request by the City, the Construction Manager will submit to the City a cash flow projection for the Project based on the current updated/revised Master Schedule and the anticipated level of payments for the Construction Manager during the pre-construction and construction phases. In addition, if requested by the City and based on information provided by the City, the Construction Manager will prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist the City in the financing process.

E. Traffic Control/Sequencing Plans. The Construction Manager shall provide the City with (1) a detailed traffic control plan, in accordance with Subsection 4.5(R) below and (2) construction sequencing plans. Upon approval by the City, the traffic control plan and the construction sequencing plan shall be attached hereto as Exhibit H and incorporated herein by reference.

F. Phasing; Long Lead Procurement. The Construction Manager shall review the Construction Documents and make recommendations to the City with respect to the phase issuance of the Construction Documents to facilitate phased construction of the Work, if appropriate. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost. The Construction Manager may also recommend to the City and to the Project Designers a list and a schedule for purchasing items necessary for the Project which may require substantial lead time for procurement (the "Long Lead Items"), which may be separately procured by the City or included as a separate GMP in this Agreement,

at the discretion of the City. The Construction Manager shall make such adjustments to the Master Schedule as necessary to accommodate the procurement process for the Long Lead Items. Upon purchase, the Construction Manager shall safeguard the Long Lead Items until installed as part of the Project.

G. Other Deliverables; Pre-Construction Progress Payments. The Construction Manager shall provide the City with written plans for the pre-qualification of Subcontractors (according to the Subcontractor Selection Program), subcontract bid packages, project safety, quality control, owner training and commissioning. The Construction Manager will prepare and submit monthly pay applications to the City for work performed during the specific payment period for the pre-construction phase of the Project.

## ARTICLE 3
## GUARANTEED MAXIMUM PRICE PROPOSAL

3.1 GMP Submittal Process. At the stage of the pre-construction phase services as determined by the City, the Construction Manager shall, if requested by the City, submit a GMP Proposal, which shall be the sum of the estimated Cost of the Work relating to completion of the Scope for the Project and the Construction Fee relating to the Project based upon the most-current version of the Cost Model. Each GMP Proposal shall include, in the Cost of the Work, those taxes that are applicable at the time the GMP is established. Each GMP is the total cost of the applicable portion of the Project including the cost of labor, equipment, supplies, materials, services and allowances to complete the applicable portion of the Project. The cost data is directly correlated to the specific Construction Documents in existence at the time each GMP Proposal is prepared. The assumptions used in the preparation of the GMP Proposal shall be identified by the Construction Manager as part of the GMP Proposal. In submitting this proposal, Construction Manager represents that:

A. Document Review. Construction Manager has examined and carefully studied the Contract Documents for the construction phase, including all addenda.

B. Site Visit. Construction Manager has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, performance and furnishing of the Work.

C. Laws and Regulations. Construction Manager is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, performance and furnishing of the Work, including, but not limited to, ARIZ. REV. STAT. § 42-5075(P), which applies to the Project contemplated within this Agreement.

D. Reports; Subsurface Conditions. Construction Manager has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents for the construction phase. Construction Manager acknowledges that such new reports may not be complete for Construction Manager's purposes. Construction Manager acknowledges that City and Project Designers do not assume responsibility for the accuracy or completeness of

information and data shown or indicated in the Contract Documents for the construction phase with respect to underground facilities at or contiguous to the Site. Construction Manager has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Construction Manager and safety precautions and programs incident thereto. Construction Manager does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this GMP Proposal for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents for the construction phase.

E. Work by Others. Construction Manager is aware of the general nature of Work to be performed by City and others at the Site that relates to Work for which the GMP Proposal is submitted as indicated in the Contract Documents for the construction phase.

F. Conditions and Plans Correlated. Construction Manager has correlated the information known to Construction Manager, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents for the construction phase and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents for the construction phase.

G. Inconsistencies Resolved. Construction Manager has given Project Designers written notice of all conflicts, errors, ambiguities or discrepancies that Construction Manager has discovered in the Contract Documents for the construction phase and the written resolution thereof by Project Designers is acceptable to Construction Manager, and the Contract Documents for the construction phase are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the GMP Proposal is submitted.

H. No Improper Actions. The proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Construction Manager has not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposing; and Construction Manager has not sought collusion to obtain for itself any advantage over any other contractor or over the City.

3.2 Acknowledged Construction Documents. The Construction Manager, in preparing any GMP Proposal, will obtain from the Project Designers three sets of signed, sealed, and dated Construction Documents (including all addenda). The Construction Manager will prepare its GMP Proposal in accordance with the City's requirements and the most-current completed Construction Documents at that time. The Construction Manager will mark the face of each document of each set upon which its GMP Proposal is based. The Construction Manager will send one set of those documents to the City's Project Manager, keep one set and return the third set to the Project Designers.

3.3 Direct Construction Costs. Direct Construction Costs means the sum of the amounts that the Construction Manager actually and necessarily incurs constructing the Work in strict compliance with the Contract Documents. Direct Construction Costs include only the cost categories set forth in this Article and does not include the Pre-Construction Phase Fees or the Construction Phase Fees unless specifically noted.

A. General Conditions Costs. Construction Manager is entitled to receive reimbursement for the actual cost of the allowable General Conditions items incurred between issuance of the applicable Notice to Proceed and 30 days after the date scheduled for Substantial Completion. Construction Manager is entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed, or after Substantial Completion, only with prior written approval of the City. "Allowable General Conditions Cost Line Items" are identified below and in Exhibit I, attached hereto and incorporated herein by reference. These items shall be included in the General Conditions Cost amount shown as a line item in the applicable GMP Proposal and as detailed on the Schedule of Values. Items not specifically included below or in Exhibit I will not be allowed as a General Condition Costs.

1. Personnel costs, which include wages paid for Construction Manager's hourly employees and salaries of Construction Manager's salaried personnel when (a) stationed at the field office located at the Site and working on matters directly related to the Project, in whatever capacity employed; (b) engaged on the road expediting the production or transportation of material and equipment; and (c) performing functions directly related to the Work from the principal or branch office. The project manager's salary may be included in the General Conditions Costs only when the project manager is directly managing the Project. Personnel costs also include the cost of all employee benefits and taxes including but not limited to, unemployment compensation, Social Security, health, welfare, retirement and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy. All personnel costs are subject to audit to determine the actual cost of the wages, salaries and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

2. Reasonable transportation, travel and hotel expenses of the Construction Manager's personnel incurred in connection with the Work.

3. Costs of long-distance telephone calls, telegrams, postage, package delivery and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's jobsite office if incurred at the Site and directly and solely in support of the Work.

4. Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Construction Manager, if such items are fully consumed in the construction of the Work and are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit I. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is

not fully consumed in the construction of the Work, its recoverable cost under this Contract shall be based on the original cost of the item less its fair market salvage value.

5. Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Construction Manager, provided they are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit I and the City has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery or construction equipment rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by the City and shall be in accordance with either the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, or the most-recent rates provided by Equipmentwatch.com, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.

6. The aggregate rental cost of any item charged to the City shall not exceed 75% of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds 75% of the purchase and maintenance price, Construction Manager shall purchase the equipment and turn it over to the City upon final completion of the Work or, at the City's option, credit the City with the fair market resale value of the item.

7. Permit and inspection fees paid by Construction Manager where the City is exempt will not be reimbursed by the City.

8. Cost of premiums for normal and customary Construction Manager's Subcontractor default insurance at the rate of 1.25% of the cost of subcontracts and Subcontractor's liability, workman's compensation and builders risk insurance as required pursuant to Article 10 below, which shall be identified as separate line items within the applicable GMP. If the Construction Manager intends to utilize Subcontractor Liability Wrap-up Coverage (Z-25), it will be reimbursed at the rate of 1.5% of the Subcontract amount, and credited from the Subcontractor bids. Commercial General Liability Insurance shall be reimbursed at the rate of 1.1% of the applicable GMP amount; Builders Risk Insurance shall be reimbursed at the rate of 0.47% of the applicable GMP amount; Performance and Payment Bonds shall be reimbursed at 0.76% of the applicable GMP amount. All amounts shall be identified as separate line items within the applicable GMP.

9. Cost of bond premiums to the extent directly attributable to the Project.

10. Governmental transaction privilege sales and use taxes directly attributable to the General Conditions Items that are not subject to exemption, in the form and at the rates legally enacted on the date of the first GMP, whether such taxes are effective or scheduled to go into effect. Such taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by the City as Direct Construction Costs.

B. Cost of the Work. Construction Manager is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of the City's written Notice to Proceed with the Construction Phase Work through Final Completion of the Project. Construction Manager is not entitled to reimbursement for Cost of the Work costs incurred before receipt of the City's written Notice to Proceed. Cost of the Work includes the following:

1. Costs of materials, supplies and equipment purchased directly by the Construction Manager and incorporated into or consumed in the performance of the Work, including transportation charges, to the extent such costs of materials, supplies and equipment are not included in the General Conditions Costs.

2. Costs of removal and disposal in accordance with all applicable laws and regulations of Site debris, non-hazardous substances and waste materials, if not otherwise included in General Conditions.

3. Payments made by Construction Manager to Subcontractors and their vendors or suppliers for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors or suppliers.

4. Payments earned by Construction Manager for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Contract and approved by the City.

5. Fees and expenses for design services procured by the Construction Manager related to necessary modifications to the Construction Documents.

6. Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

7. All costs associated with establishing, equipping, operating, maintaining and demobilizing the field office at the Site.

8. All water, power and fuel costs necessary for the Work.

9. Costs incurred due to an emergency affecting the safety of persons and/or property, excluding such costs related to the negligence or willful acts of the Construction Manager or any person or entity for whom the Construction Manager is responsible.

10. All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Contract Price as set forth in Article 7 below, which are reasonably inferable from the Contract Documents as necessary to produce the intended results, subject to the maximum price limitation established by the respective GMP.

11. Costs related to the Construction Manager's safety program related to the Project.

C. Exclusions from General Conditions Costs and Cost of the Work. The General Conditions Costs and Cost of the Work shall not include the following:

1. Any professional fees paid by the City to the Project Designers or other consultants retained directly by the City.

2. Any costs paid directly by the City to Subcontractors or suppliers retained directly by the City and outside the scope of all GMPs.

3. Any additional service costs as defined herein.

4. Any other costs not within the control of the Construction Manager or identified as being not within any GMP.

5. Any fees paid to the Construction Manager except those fees that may be paid to Construction Manager for Pre-construction Phase Services above.

D. Construction Manager's Contingency.

1. The GMP Proposal may include an amount (the "Construction Manager's Contingency") to be used in the Direct Construction Costs of the Project identified through the refinement, development and completion of the Construction Documents or procurement of the Work. The Construction Manager's Contingency shall be negotiated between the Parties and it shall reflect the risk inherent in the state of completion of the Construction Documents at the time the GMP Proposal is submitted.

2. Any re-allocation of funds from the Construction Manager's Contingency to cover increases in the Direct Construction Costs must be approved by the City in advance and in writing, which approval shall not to be unreasonably withheld. In written requests to use the Construction Manager's Contingency, the Construction Manager shall provide detailed documentation of the scope of work affected and the basis for any increases in costs resulting in the need to use Construction Manager's Contingency funds.

3. As the Construction Documents are finalized and the buyout of the Work progresses the Construction Manager's Contingency amount shall be reduced by mutual agreement of the City and Construction Manager. The buyout shall occur within the first 20% of the construction duration for each Notice to Proceed issued for construction. Should savings occur after the buyout stage, such savings, and related reductions to the Construction Manager's Contingency amount, will be retained by the City. Construction Manger shall submit open book buyout detail with each Pay Application for approval of the application.

E. Calculation Methods; Audits.

1. The City and the Construction Manager understand and agree that any GMP agreed to under this Project will be administered as a measured quantity/unit price guaranteed not-to-exceed contract. This not-to-exceed amount is defined by the individual work items and their associated competitively bid and/or negotiated unit prices plus negotiated on-site general conditions, fee structures, markups and Construction Manager's Contingency. Final contract price/payout will be based on field measured final completed quantities, approved unit prices and approved Change Directives and Change Orders. Furthermore, the term "actual cost" is defined as the final negotiated unit prices (costs) mutually agreed to by the City and Construction Manager. The City and the Construction Manager understand and agree that individually priced, "self-performed" items may include the cost associated with the risk of delivering the work.

2. The City and the Construction Manager understand and agree that the City, its authorized representatives, and/or the appropriate federal or state agencies may audit the Construction Manager's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate any GMP, and including, but not limited to, self-performed items, qualifications-only selected Subcontractor items, Change Orders, use of allowance funds and use of Construction Manager's Contingency funds. The City and its authorized representatives shall have access, during normal working hours, to all necessary Construction Manager and Subcontractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this Subsection. The City shall give Construction Manager or Subcontractor reasonable advance notice of intended audits.

F. Discounts. All discounts for prompt payment shall accrue to the City to the extent such payments are made directly by the City. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

3.4 Construction Fee. The "Construction Fee" is the maximum amount payable to the Construction Manager for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by the City elsewhere in this Agreement. The Construction Fee includes, but is not limited to, the following items.

A. Profit. All profit, profit expectations and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of the Construction Manager, which shall not exceed 7.5% of the total applicable GMP amount, excluding Construction Manager's Contingency.

B. Salaries. Salaries of Construction Manager's officers, project manager(s), estimators, schedulers and all other employees not stationed at the Project site and performing services directly related to the Project.

C. Overhead. Any and all overhead, labor or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are not limited to:

costs for the purchase, lease, rental, allowance or maintenance of vehicles, radios/communication equipment, jobsite computers, copiers and other business equipment, specialized telephone systems and cellular/digital phones; home office operations and support staff (i.e. accounting, purchasing); trade or professional association dues; costs for hiring and/or relocation of any of the Construction Manager's personnel; and travel, per diem and subsistence expense of Construction Manager, its officers or employees except as specifically allowed under General Conditions, which shall not exceed 5.0% of the total applicable GMP amount, excluding Construction Manager's Contingency.

D. Financial Costs. Any financial costs incurred by the Construction Manager including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.

E. Professional Fees. Any legal, accounting, professional or other similar costs incurred by the Construction Manager, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation or other such proceeding related to or arising from the Project.

F. Taxes. Any Federal and/or State income and franchise taxes paid by Construction Manager. Any levies, assessments, fines, penalties, sanctions or other impositions made by any governmental body against Construction Manager.

G. Damages and Related Costs. Any cost arising out of a breach of this Agreement or the fault, failure or negligence of Construction Manager, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming work, materials or equipment; costs due to failure to coordinate the Work or meet CPM schedule milestones; costs arising from Construction Manager's contractual indemnification obligations; liquidated or actual damages imposed by the City for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.

H. Insurance Deductibles. The cost of any and all insurance deductibles payable by the Construction Manager and costs due to the failure of Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

I. Costs in Excess of GMP. Any and all costs that would cause the Guaranteed Maximum Price to be exceeded.

J. Other Unidentified Costs. Any and all costs not specifically identified as an element of the Direct Construction Costs.

3.5 Competitive Bidding and Sub-Bids.

A. Subcontractor Selection. The Construction Manager will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors for each trade in the Project for approval by the City and solicit bids for the various Work categories. If

there are not three qualified Subcontractors available for a specific trade, the Construction Manager will request approval by the City's Project Manager to submit less than three names. No change in the City approved Subcontractors will be allowed without prior, written approval by the City.

B. City Objections. If, prior to receipt of sub-bids or prior to award of Subcontractors or suppliers, the City objects to any nominated Subcontractor or supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or supplier, preferably if such option is still available, from those who submitted sub-bids for the Work affected. Once such substitute Subcontractors and suppliers are consented to by the City, the Construction Manager's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

C. Documents; Pre-bid Conference. The Construction Manager will distribute Construction Documents, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

D. Subcontractor Bid Submittal. The Construction Manager, at the required time, will close the bidding and collect all sub-bids received within the prescribed deadline for receipt of sub-bids. Promptly, after the closing of sub-bids, the Construction Manager will (in the presence of the City's Project Manager and Project Designers) open and read all properly and timely submitted sub-bids. The Construction Manager will submit a completed Sub-Bid tabulation form to the City's Project Manager within a reasonable time after the closing of the sub-bid opening proceedings.

E. Subcontractor Bid Evaluation. The Construction Manager, upon opening of sub-bids will evaluate them including, but not limited to, the evaluation of lower tier Subcontractors, Subcontractor qualification submittals and prospective suppliers selected by each apparent low sub-bidder. The Construction Manager will resolve any sub-bid withdrawal, protest or disqualification in connection with the award at no increase in the Cost of the Work.

F. Notice of Intent for Subcontracts. Within 15 Days after sub-bid opening, the Construction Manager will deliver to the City's Project Manager a written notice of intent to award subcontracts, itemizing the Subcontractors and suppliers selected by the Construction Manager. The notice of intent to award subcontracts will detail (1) for each Subcontract the amount of the sub-bid and the corresponding Subcontractor or supplier, (2) the sum of sub-bids received for all intended Subcontract, (3) trade work that the Construction Manager intends to self-perform, if any.

G. Pre-award Conference. Promptly after receipt of the notice of intent to award subcontracts, the City will conduct a pre-award conference with the Construction Manager and other Project team members. At the pre-award conference, the Construction Manager will (1) review the nominated slate of Subcontractors and suppliers and discuss any concerns with or objections that the City has to any nominated Subcontractor or supplier; (2) discuss City concerns relating to any proposed self-performed Work; (3) review the Construction Manager's proposed Contract Price for the Work during the construction phase; (4) resolve possible time frames for the

commencement date of the Contract Time for the construction phase Work; (5) schedule the pre-construction conference; and (6) discuss other matters as necessary.

3.6 Submittal Requirements. The Construction Manager shall include with each GMP Proposal a written statement of its basis, which shall include:

A. Detailed Scope. A detailed scope of services related to the respective GMP Proposal, including a breakdown of the GMP as it relates to the applicable part of the overall Scope.

B. Documents. A list of the Construction Documents, including all addenda, that were used in preparation of the respective GMP Proposal.

C. Allowances. A list of allowances and a statement of their basis.

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the respective GMP Proposal to supplement the information contained in the Construction Documents.

E. Substantial Completion. The Substantial Completion date, if applicable, upon which the respective GMP Proposal is based and the Master Schedule for the Work upon which the respective Substantial Completion date is based, including a clear statement of the number of rain delay days included within the Master Schedule.

F. Alternate Prices A schedule of applicable alternate prices.

G. Unit Prices. A schedule of applicable unit prices.

H. Additional Services. A statement of Additional Services included, if any.

I. Acceptance Period. The time limit for acceptance of the GMP Proposal.

3.7 GMP Proposal Review. The Construction Manager shall meet with the City and the Project Designers to review each GMP Proposal. In the event that the City discovers any inconsistencies or inaccuracies in the information presented, the City shall give written notice to the Construction Manager, who shall make appropriate adjustments to the GMP, its basis or both.

A. Independent Estimate. Upon receipt of any GMP Proposal from the Construction Manager, the City may submit the same documents that were used by Construction Manager in developing its GMP to an independent third party or to the Project Designers for review and verification. The third party or Project Designers will develop an independent estimate of the Cost of the Work and review the Master Schedule for the associated scope of the GMP Proposals.

B. GMP Exceeding Independent Estimate. If the Construction Manager's GMP Proposal is greater than the independent third party or Project Designers' estimate, the City may require the Construction Manager to reconfirm its GMP Proposal. The Construction Manager

will accept the independent third party's or Project Designer's estimate for the Cost of the Work as part of its GMP or present a written request, within seven Days of receiving the estimates, to the City identifying, explaining and substantiating the differences. The Construction Manager may be requested to, or at its own discretion may, submit a revised GMP Proposal for consideration by the City. At that time the City may do one of the following.

1. Accept the Construction Manager's original or revised GMP Proposal, if within the City's budget, without comment.

2. Accept the Construction Manager's original or revised GMP Proposal that exceeds the City's budget, and indicate in writing to the Construction Manager that the Project budget has been increased to fund the differences.

3. Reject the Construction Manager's original or revised GMP Proposal because it exceeds either or both the City's budget and the independent third party's or Project Designers' estimate, in which event, the City may terminate this Agreement.

C. Design Changes During Negotiation. If, during the review and negotiation of GMP Proposals, design changes are required, the City will authorize and cause the Project Designers to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the Construction Manager. The Construction Manager will promptly notify the Project Designers and City's Project Manager if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

3.8 No Prior Costs. Prior to the City's acceptance of a GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work related to such GMP Proposal, except as provided in this Agreement or as the City may specifically authorize in writing.

3.9 Acceptance; Effect. Upon acceptance by the City of each GMP Proposal, the GMP contained therein and its basis shall be set forth in the applicable GMP Amendment. Once established, the GMP and the corresponding Substantial Completion date shall be subject to modification only as provided in Articles 6 and 8 below. The City's approval of the GMP Amendment will include the amount of the City's Contingency. The amount of the City's Contingency will be set solely by the City and will be in addition to the Project costs included in the Construction Manager's GMP Proposals. Use and management of the City's Contingency is at the City's sole direction.

3.10 GMP Effective Date. Each GMP Proposal shall not become a part of this Agreement until the City accepts such GMP Proposal in writing by executing the applicable GMP Amendment, on or before the date specified in each such GMP Proposal for such acceptance.

3.11 Failure to Agree Upon GMP. If the City and the Construction Manager do not agree to any provisions of the GMP Proposal, including the designated Default Neutral Arbitrator,

all references in this Agreement to the GMP shall not be applicable, and the Parties shall proceed on the basis of reimbursement as provided in Article 7 below.

## ARTICLE 4
## CONSTRUCTION SERVICES

4.1 Control of Construction. After the date any Amendment to this Agreement is executed by the City and the Construction Manager approving a GMP Proposal, the Construction Manager shall become responsible for the means, methods, sequences and procedures used in the construction of the portion of the Project related to such GMP Proposal and shall proceed with the Construction Manager's Construction Services related to the GMP Proposal under this Agreement.

4.2 Completeness and Accuracy of Construction Manager Work. The Construction Manager will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction deliverables prepared or compiled pursuant to its obligations under this Agreement and will at its sole own expense correct its work or deliverables. The fact that the City has accepted or approved the Construction Manager's work or deliverables will in no way relieve the Construction Manager of any of its responsibilities under the Agreement, nor does this requirement to correct the work or deliverable constitute a waiver of any claims or damages otherwise available by law or contract to the City.

4.3 Alteration in Character of Work. In the event an alteration or modification in the character of work or deliverable materially increases or decreases the scope of service, cost of performance, or Master Schedule as determined by the City, the Work or deliverable will nonetheless be performed as directed by the City. However, before any altered or modified work begins, a Change Directive or Change Order must be approved and executed by the City and the Construction Manager to address such change. Such Change Directive or Change Order will not be effective until approved by the City. Additions to, modifications to, or deletions from the Project provided herein may be made, and the compensation to be paid to the Construction Manager may be adjusted accordingly, only by mutual agreement of the Parties. No claim for extra work done or materials furnished by the Construction Manager will be allowed by the City except as provided herein, nor will the Construction Manager do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing by the City. Work or material(s) furnished by the Construction Manager without such prior written authorization will be the Construction Manager's sole jeopardy, cost, and expense, and the Construction Manager hereby agrees that, without prior written authorization, no claim for compensation for such work or materials furnished will be made.

4.4 Construction Phase General Services. The Construction Manager shall furnish any and all labor, materials, equipment, transportation, utilities, services and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good and workmanlike and substantial manner according to the standards set forth in Subsection 1.6(A) above. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents, as modified and agreed to by the City. Construction Manager's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Construction Manager's Representative

shall communicate regularly with City but not less than once each week and shall be vested with the authority to act on behalf of Construction Manager. Construction Manager's Representative may be replaced only with the written consent of City.

A. Government Approvals and Permits.

1. The Construction Manager shall be primarily responsible to obtain all necessary permits, approvals and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The Contractor is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices. The City will be the applicant for the following permits; however, the Construction Manager shall be responsible for any work associated with obtaining the permits, as directed by the City:

a. Aquifer Protection Permit (APP) No. P-100573

b. MAG 208 Amendment

c. Maricopa County Environmental Services Department

i. Approval to Construct

ii. Approval of Construction

iii. Air Quality Permit 980869, for plant operations and generators

d. Well Drilling Permit

e. Flood Plain Use Permit

f. Arizona Pollution Discharge Elimination Systems (AZPDES), AZ0023281

g. Architectural Approval; Site Plan/Conditional Use Permit Approval; Building Permit

h. Stormwater Multi-Sector General Permit (AZMSG2010-002) relating to the WRF's industrial operations; provided that any construction permit necessary in conjunction with this permit shall be obtained by the Construction Manager.

2. Copies of the required permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

3. City shall be responsible for permit(s) and fees for building and demolition permits. City will also pay review fees for grading and drainage, water, sewer, and landscaping. City shall also pay for utility design fees for permanent services.

4. Construction Manager shall be responsible for all other permits and review fees not specifically listed in Subsection 4.4(A)(1) above.

5. Construction Manager is responsible for all water bills on the Project meters until Substantial Completion of the Project. Arrangements for construction water are the Construction Manager's responsibility.

B. Pre-construction Activities.

1. Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference. The purpose of this conference is to establish a working relationship between the Construction Manager, utility firms, various City agencies and other entities as may be appropriate or beneficial. The agenda will include critical elements of the Work and Master Schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, coordination with the involved utility firms, the level of Project Record Documents required and emergency telephone numbers for all representatives involved in the course of construction. Minimum attendance at the preconstruction conference shall be the Construction Manager's Representative, the job superintendent, the Construction Manager's safety officer and the individuals deemed necessary by the City.

2. The Notice to Proceed date will be set by the City. At or after the pre-construction conference and upon delivery of the required bonds and insurance in a City-approved format or at such other time as the City may elect, a Notice to Proceed letter will be issued confirming the construction start date, the Contract Time and the Substantial Completion date. Failure by the Construction Manager to provide the properly executed bond and insurance forms in a timely manner may delay the construction start date; however, it will not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

3. The Construction Manager shall update the Schedule of Values based on the categories used in the buy out of the Work but not greater than the approved GMP; the update shall identify the Construction Manager's Contingency. The Schedule of Values will subdivide the Work into all items comprising the Work.

C. Project Management.

1. The Construction Manager shall refine the Management Plan for the Project. In refining the Management Plan, the Construction Manager shall consider the City's schedule, cost and design requirements for the Project. The Construction Manager shall then develop various alternatives for the sequencing and management of the Project and shall make recommendations to the City. The Management Plan shall also include a

description of the various proposal packages recommended for the Project. The Management Plan shall be presented to the City for acceptance.

2. The Construction Manager shall conduct periodic Project meetings attended by the City's Representative, the Project Designers and other necessary parties. Such meetings shall serve as a forum for the exchange of information concerning the Project and the view of construction progress. The Construction Manager shall prepare and distribute minutes of these meetings to the City's Representative, the Project Designers and others in attendance.

3. The Construction Manager shall coordinate transmittal of documents to regulatory agencies for review and shall advise the City of potential problems in completing such reviews.

4. The Construction Manager shall assist the City in public relations activities and shall prepare information for and attend public meetings regarding the Project.

D. Reports.

1. The Construction Manager shall prepare and distribute design phase change reports monthly to the City that shall list all City-approved Change Directives and Change Orders as of the date of the report and shall state the effect of the Change Directives and Change Orders on the Project budget and the Master Schedule.

2. The Construction Manager shall prepare and distribute schedule maintenance reports monthly to the City comparing the actual and scheduled dates for Subcontractors' contract awards and completion of each such Subcontractor's portion of the Project.

3. The Construction Manager shall prepare and distribute the Project cost reports monthly to the City specifying actual award prices and construction costs for each of the individually awarded components of the Project as compared to the Project budget.

4. The Construction Manager shall prepare and distribute cash flow reports monthly to the City specifying actual cash flow for each of the individually awarded components of the Project as compared to the projected cash flow.

5. The requirements for filing reports set forth in this Subsection 4.4(D) shall not be deemed to meet the requirements for requests for extensions of time or requests for Change Directives and Change Orders as set forth in Section 6 and Section 8 below.

4.5 Work Management.

A. Construction Manager Resources. Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Construction Manager shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Construction Manager to complete the Work according to the Contract Documents. The Construction Manager shall provide and maintain a management team on the Site to provide contract administration. The Construction Manager shall establish and implement coordination and communication procedures among the Construction Manager, the City, the Project Designers and Subcontractors.

B. Means, Methods and Techniques. Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

C. Supervisor Presence. Construction Manager's Representative or the Construction Manager's Superintendent shall be present at the Site at all times that construction activities are taking place.

1. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2. In the event of noncompliance with this Subsection, the City may require the Construction Manager to stop or suspend the Work in whole or in part.

D. Manufacturer Requirements. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the Construction Manager's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

E. Measurements. Before ordering materials or doing work, the Construction Manager and each Subcontractor shall verify measurements at the Site and shall be responsible for the accuracy of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the plans; differences shall be submitted to the City for resolution before proceeding with the Work.

F. Field Measurements and Conditions. The Construction Manager shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Construction Manager with the Construction Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately.

G. Grades, Lines, Levels and Bench Marks. The Construction Manager shall establish and maintain all building and construction grades, lines, levels, and bench marks, and

shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

H. Proper Employee Conduct. Any person employed by the Construction Manager or any Subcontractor who, in the opinion of the City, does not perform his work in a proper, skillful and safe manner or is intemperate or disorderly or is otherwise found to be inappropriate due to the setting of the Site, shall, at the written request of the City, be removed from the Site by Construction Manager or Subcontractor employing such person, and the person shall not be employed again in any portion of Work without the written approval of the City. The Construction Manager or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Subsection.

I. Coordination of Activities. Construction Manager shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, Construction Manager agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

J. Change Processing. The Construction Manager shall establish and implement procedures for expediting and processing requests for information, Shop Drawings, material and equipment sample submittals, contract schedule adjustments, Change Directives, Change Orders, substitutes, payment requests and the maintenance of logs. The Construction Manager shall maintain daily job reports. The Construction Manager shall be the party to whom requests for information, submittals, Subcontractor schedule adjustments, substitutions, Change Directive requests, Change Order requests and payment requests shall be submitted.

K. Subcontractor Meetings. Periodically, the Construction Manager shall conduct meetings at the Site with each Subcontractor. The Construction Manager shall conduct coordination meetings with all Subcontractors. The Construction Manager shall record, transcribe and distribute minutes to all attendees, the City and the Project Designers.

L. Coordination of Inspections and Testing. Technical inspection and testing provided by the Project Designers or others who are not Subcontractors shall be coordinated with the Construction Manager. The Construction Manager shall be provided a copy of all inspection and testing reports on or before the next business day after the inspection or test. The Construction Manager is not responsible for providing, nor does the Construction Manager control, the actual performance of such technical inspection and testing. The Construction Manager is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing.

M. Self-Performed Work. The Construction Manager shall perform, with its own forces, construction work that amounts to not less than 45% of the total Contract Price for construction of the Project. For the purposes of this paragraph, the total Contract Price for construction of the Project (1) includes the total of the GMP amounts as agreed upon by the Construction Manager and the City and (2) does not include the cost of preconstruction services, design services or any other related services or the costs to procure any right-of-way or other costs of condemnation.

N. No Subcontractor Reliance. Construction Manager shall ensure that each Subcontractor (1) has inspected the Site and has thoroughly reviewed this Agreement as the same may be revised by the City, and is not relying on any opinions or representations of the City, (2) agrees to perform and complete the Work in strict accordance with this Agreement and under the Construction Manager's direction, (3) agrees that any exclusions of any Work must be approved in writing by the Construction Manager prior to acceptance of any agreement between Construction Manager and a Subcontractor or same shall not be excluded hereunder, (4) is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs as set forth in Section 4.13 below, (5) shall provide all competent supervision necessary to execute all Work and any work incidental thereto in a thorough, first-class, workmanlike manner and (6) has acknowledged that it is Subcontractor's responsibility that all of the Work and any work incidental thereto conforms to, and is performed in accordance with, Applicable Law.

O. Subcontractor Change Request. The Construction Manager shall review the contents of a request for changes to the subcontract time or price submitted by a Subcontractor, assemble information concerning the request and endeavor to determine the cause of the requests. In instances where the Construction Manager's analysis reveals that the request is valid, the Construction Manager shall prepare a detailed report to the City for approval in accordance with Articles 6 and 8 below, as applicable. The Construction Manager shall also prepare and timely deliver a detailed report to the City of other such requests and requests found to be invalid and timely inform the Subcontractor of any such determination. The Construction Manager shall prepare the necessary change documents for signature by the Subcontractor.

P. Quality Control. The Construction Manager shall establish and implement a program to monitor the quality of construction by itself and by Subcontractors. The purpose of the program shall be to protect the City against defects and deficiency in the Work of the Construction Manager or the Subcontractors. The Construction Manager shall reject the Work and transmit to the Subcontractor a notice of nonconforming work when the Construction Manager believes the Work does not conform to the requirements of the Contract Documents. Except for minor variations as stated herein, the Construction Manager is not authorized as part of this service to change, enlarge, relax, alter, or release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents.

Q. Subcontractor Document Request. The Construction Manager shall coordinate and expedite submittals of information from the Subcontractors for record drawings and specification preparations and shall coordinate and expedite the transmittal of Project Record Documents to the City.

R. Traffic Control. All traffic affected by the Work under this Agreement shall be regulated in accordance with the most recent revision of the United States Department of Transportation *Manual on Uniform Traffic Control Devices* (the "MUTCD") and the City of Phoenix Traffic Barricade Manual (the "Barricade Manual") (the MUTCD and the Barricade Manual are collectively referred to herein as the "Traffic Control Requirements"), which are incorporated herein by reference; provided, however, that this Agreement shall govern in a conflict with the terms of the MUTCD or the Barricade Manual. At the time of the pre-construction

conference, each Subcontractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time the Construction Manager will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents. The Construction Manager shall ensure that Subcontractors adhere to the following:

1. All traffic control devices and advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) required for the Work under this Agreement shall be placed in accordance with the Traffic Control Requirements.

2. The Subcontractor provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Subcontractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes.

3. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Subcontractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of the Agreement.

4. The Subcontractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Subcontractor shall notify the City at least 48 hours in advance for City personnel to temporarily relocate said signs. The City will direct the Subcontractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Subcontractor that construction is complete.

5. When construction activities or traffic hazards at the Site require the use of flagmen, it shall be the Subcontractor's responsibility to provide trained flagmen to direct traffic safely.

6. Manual traffic control shall be in conformity with the MUTCD, except that the designated liaison officer shall be contacted at the Avondale Police Department.

7. When traffic hazards at the Site warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.

8. The assembly and turnarounds of the Subcontractor's equipment shall be accomplished using adjacent local streets when possible.

9. Equipment used and/or directed by the Subcontractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Subcontractor shall provide a flagman or off-duty, uniformed law enforcement officer to assist with spotting.

10. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Traffic Control Requirements.

11. No street within the Project area may be closed to through traffic or to local emergency traffic without prior written approval of the City. The City may give written approval at its sole discretion and only if sufficient time exists to allow for notification of the public at least two Days in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the City's written directions.

12. Caution should be used when excavating near intersections with traffic signal underground cable. Subcontractor shall notify the City 24 hours in advance of any work at such intersections. The Subcontractor shall install and maintain temporary overhead traffic signal cable as specified by the City when underground conduit is to be severed by excavations at intersections. The Subcontractor shall provide an off-duty uniformed City of Avondale police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the City's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

13. The Subcontractor shall accommodate local access to adjacent properties in accordance with the specification set forth below.

14. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the City or its authorized representative in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Subcontractor shall provide a detour.

4.6 Control of the Work Site.

A. Debris Removal. Throughout all phases of construction, including suspension of Work, Construction Manager shall keep the Site reasonably free from debris, trash and construction wastes to permit Construction Manager to perform its Construction Services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or an agreed upon portion of the Work, Construction Manager shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or an agreed upon portion of the Project for its intended use.

B. Dust Control. Construction Manager shall take whatever steps, procedures or means necessary to prevent any dust nuisance due to construction operations. The dust control

measures shall be maintained at all times to the satisfaction of the City and in accordance with the requirements of Applicable law and such other Specifications as the Parties may agree to in writing.

C. Accessibility. Construction Manager shall maintain "ADA" and "ANSI" accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. Construction Manager shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

D. Material and Equipment Storage. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by the Construction Manager. When equipment or materials are no longer required for the Work, each shall be removed promptly from the Site.

E. Protection of Site. Protection of the Work, the Site, and construction materials and equipment stored at the Site from weather, theft, damage and all other adverse conditions is solely the responsibility of the Construction Manager.

4.7 Time Management.

A. Master Schedule Updates. The Construction Manager shall, not less than monthly, adjust and update the Master Schedule and distribute copies to the City and the Project Designers. All adjustments to the Master Schedule must be (1) made for the benefit of the Project and (2) acceptable to the City; provided, however, that such adjustments or updates shall not extend the time for performance of the Work beyond the Substantial Completion date unless such extension is requested by the Construction Manager and approved by the City in accordance with Section 6 below.

B. Subcontractor Schedule Verification. The Construction Manager shall review each Subcontractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

C. Subcontractor Progress Monitoring. The Construction Manager shall (1) review the progress of construction of each Subcontractor on a monthly basis, (2) evaluate the percentage completion of each construction activity as indicated in the Subcontractor's construction schedule and (3) review such percentages with the Subcontractor. This evaluation shall serve as data for input to the periodic construction schedule report that the Construction Manager shall prepare and distribute to the appropriate Subcontractor, the City's Representatives and the Project Designers. The report shall serve as the basis for (i) determining the actual progress compared to scheduled progress and (ii) determining the progress payment due to the Subcontractor. The Construction Manager shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Subcontractor.

D. Change Evaluation. The Construction Manager shall, prior to the issuance of a Change Directive or Change Order, determine the effect on the Master Schedule of time extensions requested by a Subcontractor. The Construction Manager may require a Subcontractor to prepare and submit a recovery schedule in the event the Subcontractor fails to meet the Master Schedule.

E. Minor Schedule Revisions. The Master Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve the Construction Manager of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

F. Payment Requests. An updated Master Schedule shall be submitted monthly to the City as part of the Payment Request.

1. The Construction Manager shall provide City with a monthly status report for the Master Schedule detailing the progress of the Work, including (a) if the Work is proceeding according to schedule, (b) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (c) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the applicable GMP and within the Contract Time.

2. With each schedule submittal the Construction Manager shall include a transmittal letter including the following:

a. Description of problem tasks (referenced to field instructions and requests for information), as appropriate.

b. Current and anticipated delays including:

i. Cause of the delay.

ii. Corrective action and schedule adjustments to correct the delay.

iii. Known or potential impact of the delay on other activities, milestones, and the Substantial Completion date.

c. Changes in construction sequence.

d. Pending items and status thereof including but not limited to:

i. Time Extension requests.

ii. Other items.

e. Substantial Completion date status:

i. If ahead of schedule, the number of Days ahead.

ii. If behind schedule, the number of Days behind.

f. Other project or scheduling concerns.

G. City Review. City's review of and response to the Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not: (1) relieve the Construction Manager from (a) compliance with the requirements of the Contract Documents or (b) the time extension request process set forth in Section 6 below; or (2) be construed as relieving the Construction Manager of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

H. CPM Diagram. The updated Master Schedule shall include a CPM diagram schedule that shows the sequence of activities, the interdependence of each activity and indicate the Critical Path.

1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time scaled graphical format for the Project as a whole.

2. The CPM diagram schedule shall indicate all relationships between activities.

3. The activities making up the Master Schedule shall be in sufficient detail to ensure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4. The CPM diagram schedule shall be based upon activities that coincide with the Schedule of Values.

5. The CPM diagram schedule shall show all submittals associated with each Work activity and the review time for each submittal.

6. The schedule shall show milestones, including milestones for City-furnished information, and shall include activities for City-furnished equipment and furniture when those activities are interrelated with the Construction Manager activities.

7. The schedule shall include a Critical Path activity that reflects anticipated rain and weather delay during the performance of the Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on information provided by the National Weather Services or other source approved in writing by the City.

I. Occupancy Consideration. The Master Schedule shall consider the City's occupancy requirements showing portions of the Project having occupancy priority.

J. Float Time. Float time shall be as prescribed below:

1. The total Float within the overall Master Schedule, is not for the exclusive use of either the City or the Construction Manager, but is jointly owned by both and is a resource available to and shared by both Parties as needed to meet contract milestones and the Project completion dates.

2. The Construction Manager shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing. Float time within the schedule is jointly owned; no time extensions will be considered or granted nor delay damages considered or paid until a delay occurs that extends the Work beyond the Substantial Completion date.

3. City-caused delays on the Project may be offset by City-caused time savings (i.e., Critical Path submittals returned in less time than anticipated by the Master Schedule; approval of substitution requests and credit changes which result in savings of time to the Construction Manager). In such an event, the Construction Manager shall not be entitled to have considered or receive a time extension or delay damages until all City-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

K. Occupancy/Use Plan. The Construction Manager shall prepare an occupancy plan for the Project. This plan shall be provided to the City not later than 60 Days prior to the scheduled Substantial Completion date.

4.8 Cost Management.

A. Subcontract Schedule of Values. The Construction Manager shall, in participation with the Subcontractors, determine a Schedule of Values for each of the construction subcontracts. The Schedule of Values shall be the basis for the allocation of the Contract Price to the activities shown on the Subcontractors' construction schedule. The City shall approve the subcontract Schedule of Values before acceptance for progress billings.

B. Contract Price Allocation Each Subcontractor's construction schedule shall have the applicable portions of the Contract Price allocated among the Subcontractor's scheduled activities so that each of the Subcontractor's activities shall be allocated a price and the sum of the prices of the activities shall equal to or less than the total Contract Price. The Construction Manager shall review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to a Subcontractor and Construction Manager shall be based on the Subcontractor's percentage of completion of the scheduled activities as set out in each Subcontractor's construction schedule report and the Subcontractor's compliance in accordance with the Contract Documents.

C. Additional Information. In instances where a lump sum or unit price is not determined prior to performing Work described in a request for changes to the Contract Price, the Construction Manager shall request from the Subcontractor records for the cost of payroll, materials and equipment and the amount of payments to its Subcontractors, if any, incurred by the Subcontractor in performing the Work.

D. Trade-off Studies. The Construction Manager shall provide trade-off studies for various minor construction components. The results of the trade-off studies shall be in report form and distributed to the City's Representative and the Project Designers.

E. Payment Applications. In consultation with the Project Designers, the Construction Manager shall review the payment applications submitted by each Subcontractor and determine whether the amount requested reflects the progress of the Subcontractor's work. The Construction Manager shall make appropriate adjustments to each payment application and shall prepare and forward a progress payment report to the City. The progress payment report shall state the total Contract Price, payments to date, current payment requested, open book buyout detail, retainage and actual amounts owed for the current period. Included in this report shall be a certificate for payment that shall be signed by the Construction Manager and delivered to the City. The Construction Manager shall keep the Project and the Site free and clear of all liens and claims from its Subcontractors, suppliers or materialmen.

4.9 Shop Drawings, Product Data and Samples.

A. Purpose. Shop Drawings, product data, samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. Review. The Construction Manager shall review, approve, verify, and submit to the Project Designers five copies of each Shop Drawing, product data, sample, and similar submittal required by the Contract Documents as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the Construction Manager that are not required by the Contract Documents may be returned without action.

C. Project Designer Approval. The Construction Manager shall perform no portion of the Work requiring submittal and review of Shop Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Project Designers. Such Work shall be in accordance with approved submittals.

D. Construction Manager Verification. By approving, verifying and submitting Shop Drawings, product data, samples and similar submittals, the Construction Manager represents that the Construction Manager has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

E. No Deviation Approval; Errors. The Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Designer's approval of Shop Drawings, product data, samples or similar submittals unless the Construction Manager has specifically informed the Project Designer in writing of such deviation at the time of submittal and the Project Designer has given written approval to the specific deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples, or similar submittals by the Project Designer's approval thereof.

F. Highlight Changes. The Construction Manager shall direct specific attention, in writing or on resubmitted Shop Drawings, product data, samples, or similar submittals, to revisions other than those requested by the Project Designers on previous submittals.

G. Informational Submittals. Informational submittals upon which the Project Designer is not expected to take responsive action may be so identified in the Contract Documents.

H. Other Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Project Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4.10 Quality Control, Testing and Inspection.

A. New Materials. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

B. Inspection and Approval. All construction materials to be used in the Work or incorporated into the Work, equipment, plant, tools, appliances or methods to be used in the Work may be subject to the inspection and approval or rejection by the City or the Project Designers. Any material rejected by the City or the Project Designers shall be removed immediately and replaced in an acceptable manner.

C. Test Methods. The procedures and methods used to sample and test material will be determined by the Project Designers. Unless otherwise specified, samples and tests shall be made in accordance with MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series.

D. Testing Facility. The Construction Manager will select a pre-qualified independent testing laboratory and will pay for initial City acceptance testing.

1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and retesting will be paid for by the Construction Manager. Construction Manager's Contingency cannot be utilized for the cost of re-testing.

2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

E. Cooperation. The Construction Manager will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide the laboratory's employees or agents access to the Work at all times.

F. At-source Approval. At the option of the City, materials may be approved at the source of supply before delivery.

G. Code Compliance. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority shall be the responsibility of and shall be paid by the Construction Manager, unless otherwise provided in the Contract Documents.

H. Responsibility. Construction Manager's quality control testing and inspections shall be the sole responsibility of the Construction Manager and shall be paid solely by the Construction Manager.

4.11 Trade Names and Substitutions.

A. Substitutions. Substitute or alternate items to Contract Document references to equipment, materials or patented processes by manufacturer, trade name, make or catalog number may be permitted, unless indicated that no substitutions are permitted, and if permitted are subject to the following:

1. The substitution shall be submitted by Construction Manager in writing to the Project Designers.

2. The Construction Manager shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

3. The submittal shall outline any required changes in the Contract Documents to adapt the design to the proposed substitution.

4. The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the submittal shall include any request for adjustment in the Contract Time created by the substitution.

B. Samples; Additional Information. The Construction Manager, if requested by the Project Designers, shall submit samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

C. Project Designer Determination. The Project Designers will make the final decision and will notify the Construction Manager in writing as to whether the substitution has been accepted or rejected.

D. Presumed Rejection. If the Project Designers do not respond in a timely manner, the Construction Manager shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

Article rd Documents.

A. Redline Prints. During the construction period, the Construction Manager shall maintain at the Site a set of redline, blueline or blackline prints of the Construction Documents and Shop Drawings for Project Record Document purposes. The Construction Manager will certify that these documents are up to date when it submits its monthly pay application. The Construction Manager shall also:

1. Mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents and give particular attention to information regarding concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations below first floor.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Duct size and routing.
- Locations of concealed internal utilities.
- Changes made by Change Order or Change Directive.
- Details not on original Contract Documents.
- Similar deviations, variations and modifications.

2. Mark completely and accurately Project Record Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents.

3. Mark Project Record Document sets with red erasable colored pencil.

4. Note Change Order or Change Directive numbers, as required to identify the source of the change to the Construction Documents.

5. As a condition of Substantial Completion, submit Project Record Documents and Shop Drawings to the City Representative for review and comment.

B. Corrections. Upon receipt of the reviewed Project Record Documents from the City, the Construction Manager shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to the City within 14 Days:

1. A complete set of electronic Project Record Documents prepared in AutoCAD format compatible with City CADD technology. The Project Designers will provide files of the original Construction Documents to the Construction Manager for the use of preparing these final Project Record Documents or the Construction Manager may contract with the Project Designers to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2. The original copy of the Project Record Documents (including all redline mark-ups).

4.13 Project Safety. Construction Manager recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

A. Responsibility. Construction Manager assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

B. Safety Representative. Construction Manager shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Construction Manager's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

C. Daily Inspections. The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Construction Manager's personnel, Subcontractors and others as applicable. Construction Manager shall provide the City copies of daily inspection reports and weekly safety meeting minutes, with the monthly payment applications.

D. Legal Requirements. Construction Manager and Subcontractors shall comply with Applicable Law relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate Applicable Law. If Construction Manager believes a City-specific requirement violates

Applicable Law, the Construction Manager shall notify the City of such violation within 24 hours of discovery.

E. Hazardous Materials. The Construction Manager shall not bring Hazardous Materials to the Site and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Construction Manager shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

F. Reporting. Construction Manager will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to City's Representative and, to the extent mandated by Applicable Law, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

G. Subcontractor Responsibility. Construction Manager's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of their own contractual and legal obligations and responsibility for (1) complying with Applicable Law, including those related to health and safety matters, and (2) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

4.14 Substantial Completion. When the Construction Manager considers that the Work has reached Substantial Completion, it shall submit a request to the City's Project Manager for a certificate of Substantial Completion. Substantial Completion must occur not later than the date set forth in the applicable GMP Amendment, subject to modification by changes in the Contract Time according to Article 6 below. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the City of acceptable documentation that Construction Manager has successfully tested and demonstrated all systems for their intended uses. In consultation with the Project Designers, the City shall determine when the Project and the Construction Manager's Work is substantially complete. The Substantial Completion date shall be confirmed by a Certificate of Substantial Completion signed by the City and Construction Manager. The Certificate of Substantial Completion shall state the respective responsibilities of the City and the Construction Manager for security, maintenance and damage to the work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Construction Manager and modified by the Project Designers in consultation with the City and establish the time for completion and correction of all Punch List items. The Construction Manager shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. If the City and the Construction Manager cannot agree as to the appropriate Substantial Completion date, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article 13 below. Notwithstanding such disagreement, the Construction Manager shall diligently proceed with completion of the Punch List items. Warranties required by the Contract Documents shall commence on the Substantial Completion date or designated portion thereof unless otherwise provided in the Contract Documents.

4.15 Final Completion. In consultation with the Project Designers, the City shall determine when the Project and the Construction Manager's Work has reached Final Completion. Final Completion must occur not later than 60 Days after the Substantial Completion date, subject to modification by changes in the Contract Time in Article 6 below. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by the Construction Manager that the Work functions as required by the Contract Documents and meets all Contract Document requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed Project Record Documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the 100% complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Construction Manager's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the City shall issue a Certificate of Final Completion to the Construction Manager on behalf of the City. Following receipt of payment from the City, the Construction Manager shall make all payments due to the Subcontractors.

4.16 Correction of Defective Work.

A. During the Work. During the Work, Construction Manager shall take meaningful steps to commence correction of such nonconforming Work as notified by the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work.

B. During Warranty Period. Construction Manager agrees to correct any Work that is found to not be in conformance with the Contract Documents within the warranty period described in Subsection 5.6(A) below, or within such longer period to the extent required by the Contract Documents or as may be allowed by law. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work not in accordance with the Contract Documents.

C. Commencement by Construction Manager. Construction Manager shall take meaningful steps to commence correction of nonconforming Work subject to Subsections 4.16(A) and (B) above within seven Days of receipt of written notice from the City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Construction Manager fails to commence the necessary steps within such seven-Day period, the City, in addition to any other remedies provided under the Contract Documents or allowed by law, may provide Construction Manager with written notice that the City will commence correction of such nonconforming Work with its own forces. If the City corrects such nonconforming Work with its own forces, the GMP will be adjusted to deduct the cost to the City. If the City performs corrective Work after final payment, Construction Manager shall be responsible for all reasonable costs incurred by the City in performing such correction.

D. Emergencies. In the event nonconforming Work creates an emergency requiring an immediate response, the Construction Manager will respond and initiate corrections within 24 hours.

E. No Effect on Limitations Period. The two-year period referenced in Subsection 5.6(A) below applies only to Construction Manager's obligation to correct nonconforming Work as provided in this Section and is not intended to constitute a period of limitations for any other rights or remedies the City may have regarding Construction Manager's obligations under the Contract Documents or as may be allowed by law.

4.17 Additional Services. Any Additional Services must be authorized in advance by the City in writing; the Construction Manager shall furnish or obtain from others such authorized services. The Construction Manager shall be paid for these Additional Services by the City as herein provided to the extent they exceed reasonably inferable obligations of the Construction Manager under this Agreement. Potential Additional Services include:

A. Planning. Providing additional planning surveys or alternative site evaluations other than as required or reasonably inferred in this Article 4.

B. Future/Outside of Project Design. Providing design services relative to future facilities, systems and equipment that are not intended to be constructed as part of the Project, other than general planning and master planning for future work as indicated by the City's Project program. Providing design and engineering of any work outside the Site if said work is not expressly identified and included in the Scope.

C. Major Document Revisions/Additional Documents. Making major revisions in the construction documents, or other documents when such revisions are inconsistent with written approvals or instructions previously given by the City or are due to causes beyond the control and without the fault and negligence or partial fault or negligence of the Construction Manager or its consultants or agents. Preparing additional documents for alternate, separate, or sequential bids or providing services in connection with bidding, negotiation, or construction prior to the completion of the construction phase, other than as required or reasonably inferred in this Article 4. Making revisions to Construction Documents after the City has approved them when revisions are due to causes beyond the control and not the fault or partial fault of the Construction Manager.

D. Advanced Soils Analysis. Providing additional soils sampling, classification, and analysis other than as required or reasonably inferred in the foregoing sections of Article 4. Construction Manager is entitled to rely upon the soils analysis and recommendations as provided by a geotechnical consultant, however, Construction Manager is responsible for interpretation of such data for the purpose of establishing the means and methods of construction and such interpretation shall not be considered Additional Services during the design phase or the construction phase.

E. Expert Testimony. Preparing to serve or serving as an expert witness for the City in connection with any public hearing, arbitration proceeding, or legal proceeding wherein the Construction Manager or Subcontractor of the Construction Manager is not a party or allegedly at fault; provided, however, preparing to serve or serving as a fact witness for the City or rendering testimony necessary to secure governmental approval for the Project shall not constitute an additional service.

F. Survey. Providing surveying services such as platting, mapping, subdivision agreements, or recording subdivision plats other than as required or reasonably inferred in this Article 4.

G. Additional Travel. Providing Additional Services and costs necessitated by out-of-town travel required of and approved in writing by the City other than visits to the Project and other than for travel required to accomplish the Work.

H. Unrelated Services. Providing any other services not otherwise included in this Agreement, not reasonably inferred by this Agreement or not customarily furnished in accordance with generally accepted contractual practices consistent with the term of this Agreement.

I. Replacement Work. Providing consultation concerning replacement of Work damaged by fire or other causes and not due in whole or in part to Construction Manager's action or inaction during construction, or furnishing services required in connection with the replacement of such work.

J. Special Studies. Providing additional special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project, other than as required or reasonably inferred in this Article 4.

K. O&M Analysis. Providing analyses of operating and maintenance costs other than as required for value analysis in Subsection 2.2(E) above, unless provided for in the Scope.

L. Assisting with City-Performed Work. Designing, and providing other services supporting the procurement of materials to be obtained, or work, if any, to be performed by the City, that are not a part of the Work.

## ARTICLE 5
## POST-CONSTRUCTION PHASE

5.1 Final Accounting and Close-out. At the conclusion of the Project, the Construction Manager shall prepare final Project accounting and close-out reports.

5.2 Occupancy Plans. The Construction Manager shall prepare and distribute reports as necessary associated with the occupancy plan.

5.3 Certificates. The Construction Manager shall secure required certificates of inspection, testing or approval and deliver them to the City.

5.4 Manufacturer Manuals and Warranties. The Construction Manager shall require the Subcontractors to provide manufacturers' operations and maintenance manuals, warranties and guarantees for materials and equipment installed in the Project. Prior to Final Completion of the Project, the Construction Manager shall compile such manuals, warranties and guarantees, bind

same in an organized manner and deliver the bound materials to the City; the City shall not be required to issue the final payment to the Construction Manager pursuant to Section 9.6 below until after the compiled manuals, warranties and guarantees have been delivered to the City. At the discretion of the City, electronic records may be substituted for the bound materials required in this section.

5.5 Inspection and Testing. With the assistance of the City's maintenance personnel, the Construction Manager shall direct the inspection of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing.

5.6 Warranties.

A. Warranty for the Work. Construction Manager or its assignee shall give to the City a two-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Engineer, which warranty shall begin on the Substantial Completion date. Any material deficiencies in material or workmanship identified by City staff during the two-year warranty period shall be brought to the attention of the Construction Manager or its assignee that provided the warranty, which both shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional two-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Construction Manager agrees to repair any damage to the Work caused by construction activities on the Site. Nothing contained herein shall prevent the City or the Construction Manager from seeking recourse against any other third party for damage to the Work caused by such third party.

B. New Materials. The Construction Manager warrants that all materials and equipment furnished under construction phase(s) of this Agreement are (1) new unless otherwise specified and approved by the City, (2) of good quality, (3) in conformance with the Contract Documents and (4) free from defective workmanship, defective materials and Hazardous Materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion if the warranted items are fully installed, operational and available for use and if not, at such time after the date of Substantial Completion as they are fully installed, operational and available for use.

C. Actions by Others. Construction Manager's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Construction Manager or anyone for whose acts Construction Manager may be responsible and/or liable.

D. No Limitation on Other Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty that provides City with greater warranty rights than set forth in this Section or the Contract Documents.

E. No Limitation on Legal Remedies. Nothing in this warranty is intended to limit any other remedy at law that may be available to the City.

## ARTICLE 6
## CONTRACT TIME

6.1 Progress and Completion. The City and the Construction Manager agree the time limits stated in the Contract Documents, as the same may be amended and updated by the Parties, are of the essence of this Agreement.

6.2 Commencement of the Work. The Work, except for the (A) environmental investigation services set forth in Section 2.1 above, (B) review of Construction Documents and design remedies services set forth in Section 2.2 above, and (C) Pre-Construction Phase General Services set forth in Section 2.3 above, shall commence on the Notice to Proceed date of the applicable GMP Amendment, and shall proceed in general accordance with the Schedule for the Work set forth therein. Each GMP Amendment shall establish a separate Notice to Proceed date, Substantial Completion date and portion of the Contract Time applicable to that GMP. The Substantial Completion dates may be sequential or may run consecutively.

6.3 Prosecution of the Work. The Construction Manager shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Master Schedule. If the delay is an Inexcusable Delay, as defined below, the Construction Manager shall prepare a recovery schedule for the City's review and approval, showing how the Construction Manager will compensate for the delays and achieve Substantial Completion by the date shown on the Master Schedule. If the Construction Manager is unable to demonstrate how it will overcome Inexcusable Delays, the City may order the Construction Manager to employ such extraordinary measures as are necessary to bring the Work into conformity with the date of Substantial Completion set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the City shall either (A) authorize an equitable extension in the Master Schedule to account for such delay, and equitably adjust the GMP on account of such delay or (B) request that the Construction Manager prepare a recovery schedule showing how (if possible) the Construction Manager can achieve Substantial Completion by the date shown on the Master Schedule, and equitably adjust the applicable GMP in accordance with the Change Order provisions of this Agreement related to any extraordinary activities required of the Construction Manager on account of such recovery schedule.

6.4 Critical Path Activities. To the extent the Construction Manager completes activities on the Critical Path earlier than scheduled, the savings in time on account thereof shall belong solely to the Construction Manager.

6.5 Construction Activities. At such time as the Construction Documents, or any portion thereof, are complete, the Construction Manager shall submit a revised Master Schedule to the City for incorporation into the Contract Documents, which will expand the Master Schedule approved to date, but which will not, in and of itself, change the Substantial Completion date for the Project. This revised Master Schedule shall be based upon a CPM and shall show in complete detail starting and completion time of detail activities, the sequence of the Work and all significant activities.

6.6 Extensions of Time.

A. Limited to Excusable Delay. An extension in the scheduled Substantial Completion date will only be granted in the event of Excusable Delays affecting Work activities on the Critical Path. The Construction Manager shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work; however, the Construction Manager must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the contract sum and Substantial Completion date shall be issued in an amendment to this Agreement.

B. Excusable Delays. To the extent any of the following events results in an actual delay in the Work affecting activities on the Critical Path, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure events. The term *"Force Majeure"* means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the Party declaring Force Majeure which such Party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the Party declaring Force Majeure notifies the other Party, in accordance with Subsection 14.6, of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the Party from resuming performance in accordance with this Agreement. Force Majeure shall not include: (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences, or (b) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Subsection 6.6(B). Any delay or failure in performance by either Party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing. The time of Substantial Completion or Final Completion shall be extended by written amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed Party from performing in accordance with this Agreement.

2. Differing, unusual or concealed Site conditions that could not reasonably have been anticipated by the Construction Manager in preparing the Master Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned or not properly identified utility lines and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by or on behalf of the Construction Manager.

4. Delays resulting from changes in Applicable Law occurring after the date of execution of this Agreement.

5. Delays occurring due to the acts or omissions of the City and those within the control of the City.

6. Delays occurring due to the acts or omissions of a utility, so long as Construction Manager has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Construction Manager to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Master Schedule.

C. Process for Requesting Extension of Time. In order to obtain an extension of time due to an Excusable Delay, the Construction Manager must comply with the following requirements: The Construction Manager shall notify the City of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Construction Manager becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Construction Manager expects to be delayed. After the cessation of the Excusable Delay, the Construction Manager shall notify the City of the number of Days the Construction Manager believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal or amendment to this Agreement, as applicable, shall be deemed sufficient for purposes of this Subsection.

D. City Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the Parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the Parties as to the then-current status of Excusable Delays and Inexcusable Delays, the City will provide the Construction Manager with written notice of City's determination of the number of Days of Excusable Delay and/or Inexcusable Delay within 10 Days after receipt by the City of the Construction Manager's written request for such determination. The Construction Manager shall not, however, deem an issuance by the City of such a determination to be a concurrence with any matters set forth in the Construction Manager's request. The Construction Manager may invoke the dispute resolution procedures set forth in Article 13 below with respect to such determination.

6.7 Concurrent Delays. To the extent the Construction Manager may be entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Construction Manager or by an Inexcusable Delay, the Construction Manager shall not be entitled to any additional costs for the period of such concurrency.

6.8 Weather Delays. The Construction Manager shall include and clearly identify an appropriate number of Days of weather-related delays within (A) the aggregate Master Schedule for the Work and within the portions of the Master Schedule submitted with each GMP Proposal

relating to any phase of the Project and (B) each GMP Amendment. If the Construction Manager experiences additional weather-related delays beyond the number of Days set forth in the Master Schedule and the GMP Amendment, the Construction Manager shall be entitled to commensurate extension of time and reimbursement of costs associated with such delay; provided such requests for extensions of time are submitted and approved according to the process set forth in Section 6.6 above. If the Construction Manager fails to include an appropriate number of Days of weather-related delays within the applicable GMP Proposal for any portion of the Project, the Construction Manager shall not be eligible for any extension of time or reimbursement of costs related to otherwise Excusable Delays relating to weather for the applicable GMP Proposal.

6.9 Liquidated Damages.

A. Established. The Construction Manager and the City acknowledge that in the event that the Construction Manager fails to achieve Substantial Completion or Final Completion of the Project by the dates established therefore in the applicable GMP Amendment, as adjusted, the City will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the Parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that the City would incur as a result of late Substantial Completion or Final Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of the City for late completion of the Project, and the City hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

B. Amount of Liquidated Damages.

1. If the Construction Manager fails to achieve Substantial Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the Substantial Completion date set forth in the applicable GMP Proposal, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to the City liquidated damages in the amount per Day as determined by the Maricopa Association of Governments specifications existing on the date this Agreement is approved by the City Council (the "MAG Specifications") for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable GMP Amendment.

2. If the Construction Manager fails to achieve Final Completion of for that portion of the Work applicable to a particular GMP Proposal on or before the Final Completion date, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to the City liquidated damages in the amount per Day as determined by MAG Specifications for each Day Final Completion is delayed beyond the Final Completion date established according to the applicable GMP Amendment.

3. In no case may the amount of liquidated damages due under this Subsection 6.9(B) for any single Day of delay exceed the highest amount, as determined according to MAG Specifications, that would be charged for any single Inexcusable Delay existing on such Day.

4. Payment of liquidated damages is to be made contemporaneously with any required payment to the Construction Manager, and such payments may be offset against each other.

## ARTICLE 7
## CONTRACT PRICE

7.1 Pre-construction Phase Compensation.

A. Project Designers' Services Not Included. The cost of services performed directly by the Project Designers are not included in the Construction Manager's compensation.

B. Amount. The City shall pay the Construction Manager an amount not to exceed $119,938.00 for services performed during the Pre-construction Phase, as set forth in Article 2 above, and as more particularly described in the Pre-Construction cost summary, attached hereto as Exhibit J and incorporated herein by reference, including all cost items, allowances and reimbursable expenses.

C. Equitable Adjustment. Compensation of Pre-construction Services shall be equitably adjusted if such services extend beyond December 31, 2019, for reasons beyond the reasonable control and not the fault or partial fault of the Construction Manager or as provided in Section 8.2 below. For changes in Pre-construction Services, compensation shall be adjusted as mutually agreed upon by the City and the Construction Manager at the time of such extended services.

D. Payments. Payments for Pre-construction Services shall be due and payable within 30 Days following approval of the Construction Manager's monthly invoice by the City. Payments due the Construction Manager that are unpaid for more than 30 Days from the due date of the invoice shall bear interest at the statutory rate.

7.2 Construction Phase Compensation. The portion of Contract Price applicable to the Construction Services shall be the aggregate of all approved GMP Amendments.

A. GMP. The Guaranteed Maximum Price is composed of the Direct Construction Costs and the Construction Fee. The Construction Manager is at risk to cover any additional Project costs. To the extent the combined total of the Direct Construction Costs and the Construction Fee at the conclusion of the Project is less than the GMP, the difference shall be retained by the City.

B. GMP Adjustment. If a GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 8. The markups permitted on such changes shall be no greater than the markups delineated in the approved GMP.

C. City's Contingency. City's Contingency funds are to be used at the discretion of the City to cover any increases in Project costs that result from City-directed changes or unforeseen Site conditions. City's Contingency will be approved in conjunction with the applicable GMP Amendment but will not be included in the full Contract Price. Markups for

Construction Fee and taxes will be applied by the Construction Manager at the time that City's Contingency is used. The amount of contingency for each GMP amendment will be negotiated separately.

D. Payment Data. The Construction Manager shall submit to the City, upon request, all payrolls, reports, estimates, records and any other data concerning the Work performed or to be performed or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all contracts between the Construction Manager and its Subcontractors and Consultants. The City may exercise its rights under this Section as often as reasonably necessary in the City's sole judgment to ensure the City has a complete and accurate understanding of all Project costs.

7.3 Adjustment in the Contract Price. Adjustment to the respective components of the Contract Price shall be made as follows:

A. Changes in the Work. For changes in the Work as provided in Article 8 below, the applicable Contract Price shall be adjusted as mutually agreed by the Parties, in writing, prior to commencement of any work pursuant to such changes.

B. Delays in the Work. For delays in the Work not caused, in whole or in part, by the Construction Manager, Subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, there will be an equitable adjustment in the Contract Price to compensate the Construction Manager for increased expenses due to unforeseeable circumstances, according to the requirements of Article 6 above.

C. Replacement Work. If the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss not caused by or the fault of the Construction Manager or other parties identified in Subsection 7.3(B) above, the Construction Manager shall be paid an additional fee in the same proportion that the applicable portion of the Contract Price bears to the estimated applicable Cost of the Work, or as otherwise agreed to by the Parties.

## ARTICLE 8
## CHANGES IN THE WORK

8.1 Prescribed Methods for Changes. Changes in Construction Manager's Services shall only be made by a written Change Directive or Change Order to this Agreement signed by the City and the Construction Manager. Changes involving (A) a change in the lump sum for the Pre-Construction Services set forth in Section 7.1 above or (B) a change in any GMP, shall be considered a Change Order and must be approved as an amendment to this Agreement and executed by the City and the Construction Manager. The Construction Manager shall not (A) perform any additional Services or (B) eliminate any duties included in the Services until a written amendment addressing the Change Order has been properly approved and executed by both Parties. The Construction Manager shall proceed to perform the Services required by the Change Order only after receiving written notice from the City directing the Construction Manager to proceed.

8.2 Change Control System. The Construction Manager shall establish and implement a change control system. All proposed changes shall first be described in detail in writing by the requesting party. The requesting party shall submit detailed information to the Construction Manager for evaluation concerning the costs and time adjustments, if any, necessary to perform the proposed changed work. The Construction Manager shall discuss the proposed change with the appropriate Subcontractor and endeavor to determine the Subcontractor's basis for the cost to perform the work and the effect, if any, on the applicable GMP. The Construction Manager shall make a recommendation to the City pursuant to this Article 8 prior to the City's acceptance of all change requests.

8.3 Change Directives; Change Orders; GMP Adjustments. Changes in the Work that are within the general scope of this Agreement may be accomplished by Change Directive without invalidating this Agreement; provided, however, that any change in the Work that will result in an increase to a GMP or extension of the Substantial Completion date shall be pursuant to a Change Order approved by a written amendment to this Agreement clearly delineating the amounts attributable to compensation for the General Conditions Costs, the Construction Fee and other Cost of the Work.

8.4 Determination of Cost. An increase or decrease in a GMP resulting from a change in the Work shall be determined by one or more of the following methods:

A. Unit prices set forth in this Agreement or as subsequently agreed.

B. Mutually accepted, itemized lump sum.

C. Costs determined as defined in Article 3 above.

D. If an increase or decrease cannot be agreed to as set forth in Subsections 8.4(A) and (B) and the City issues a written order for the Construction Manager to proceed with the change, the cost of the change in the Work shall be determined by the reasonable expense or savings of the performance of the Work resulting from the change.

8.5 No Obligation to Perform. The Construction Manager shall not be obligated to perform changed Work until a Change Directive or a Change Order/amendment to this Agreement, as applicable, has been executed by the City and the Construction Manager, except as provided in Subsection 8.4(D) above.

8.6 Adjustment of Unit Prices. If a proposed change alters original quantities to a degree that application of previously agreed to unit prices would be inequitable to either the City or the Construction Manager, the unit prices shall be equitably adjusted and, if the result is an increase to a GMP, an amendment to this Agreement shall be executed.

8.7 Unknown Conditions. If, in the performance of the Work, the Construction Manager or its Subcontractor finds latent, concealed or subsurface physical conditions that (A) differ from the conditions the Construction Manager or its Subcontractor should have reasonably anticipated, (B) differ substantially from available soils reports or (C) differ substantially and

materially from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement at this location (occurrence of shifting and expansive soils, including clay soils and sandstone expressly noted as commonly occurring in the Project area), then the applicable GMP compensation and/or the Substantial Completion date may be equitably adjusted only if the Construction Manager notifies the City within seven Days after the conditions are first observed in accordance with Article 6 above.

8.8 Emergencies. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in a GMP, compensation for Pre-construction Services, the Contract Price and/or extension of the Substantial Completion date on account of emergency work shall be determined as provided in this Agreement.

## ARTICLE 9
## PAYMENT

9.1 Progress Payments.

A. Submittal Process. On or before the 15th day of each month after the construction phase has commenced, the Construction Manager shall submit to the City an "Application for Payment" consisting of the Cost of the Work performed up to the end of the prior month, including the cost of material stored on the Site or at other locations approved by the City, along with a proportionate share of the Construction Fee. For the purpose of audit, prior to submission of the next Application for Payment, the Construction Manager shall make available at the request of the City a statement accounting for the disbursement of funds received under the previous Application. The form and extent of such statement shall be as agreed upon between the City and Construction Manager.

B. City's Payment. Within seven Days after approval of each monthly Application for Payment, the City shall pay directly to the Construction Manager the appropriate amount for which Application for Payment is made, less amounts (1) previously paid by the City, (2) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies that are set forth in writing and provided to the Construction Manager and (3) any retainage as set forth in Section 9.2 below.

C. No Liens. The Construction Manager warrants and guarantees that the title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to the City upon receipt of such payment by the Construction Manager free and clear of all liens, claims, security interests or encumbrances.

D. Non-Conforming Work. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Agreement or the Contract Documents.

E. Unfinished Items. Upon Substantial Completion of the Work, the City shall pay the Construction Manager the unpaid balance of the Cost of the Work, General Conditions Costs and the Construction Fee, less a sum equal to the Construction Manager's estimated cost of

completing any unfinished items as agreed to between the City and the Construction Manager as to extent and time for completion. The City thereafter shall pay the Construction Manager monthly the amount retained for unfinished items as each item is completed.

9.2 Retainage.

A. Exceptions to Retainage Requirement. No retainage shall be withheld with respect to gross receipts tax and premiums for bonds and insurance.

B. Amount Retained. With respect to the Work, the City shall retain 10% of the amount of each estimate until Final Completion and acceptance of all material, equipment and work covered by the Contract Documents.

1. Any securities submitted by Construction Manager in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payee with Construction Manager on all such securities.

2. When the Work is 50% completed, one-half of the amount retained including any securities substituted pursuant to Subsection 9.2(B)(1) shall be paid to the Construction Manager upon the Construction Manager's request, provided the Construction Manager is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is 50% completed, no more than 5% of the amount of any subsequent progress payments made under the Contract Documents may be retained, provided the Construction Manager is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, 10% retention shall be reinstated for all progress payments made under the Contract Documents after the determination.

9.3 Payment for On-site and Off-site Stored Materials. Payment shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the Site, conditioned upon the Construction Manager furnishing evidence to the Owner that (A) title to the materials and equipment will pass to the City upon payment therefore, (B) the materials and equipment are adequately insured and (C) such other matters as the City may reasonably request in order to protect its interests.

9.4 Title to Construction Work. The Construction Manager warrants that title to all Work covered by an Application for Payment shall pass to the City no later than the time of payment. The Construction Manager further warrants that, upon submittal of an Application for Payment, all Work for which Applications for Payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Construction Manager, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

9.5 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset against any money due to the Construction Manager any amounts Construction Manager owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset against any money due to the Construction Manager any amounts Construction Manager owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

9.6 Final Payment.

A. Fully Completed Work. Final payment, consisting of the unpaid balance of (1) the Cost of the Work, (2) compensation for Pre-Construction Services and (3) the Construction Fee, shall be due and payable when the Work is fully completed and accepted by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

B. Waiver of Claims. In making final payment, the City waives all claims against the Construction Manager except for:

1. Outstanding liens.

2. Improper workmanship or defective materials.

3. Work not in conformance with the Contract Documents or work not completed.

4. Terms of any special warranties required by the Contract Documents.

5. Delivery to City of all warranties, operation and maintenance manuals, record drawings and other documents as required by the Contract Documents.

6. Right to audit Construction Manager records for a period of three years.

7. Claims previously made in writing that remain unsettled.

C. Acceptance as Waiver. Acceptance of final payment by the Construction Manager shall constitute a waiver of affirmative claims by the Construction Manager against the City, its employees, elected officials and agents, except those previously made in writing and identified as unsettled at the time of final payment.

9.7 Payments to Subcontractors.

A. The Construction Manager shall pay its Subcontractors or suppliers within seven Days of receipt of each progress payment from the City and as required by Arizona law. The Construction Manager shall pay for the amount of Work performed or materials supplied by each Subcontractor or Supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the Construction Manager shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The Construction Manager shall pay Subcontractors or suppliers the reduced retention within 14 Days of the payment of the reduction of the retention to the Construction Manager. No Contract between the Construction Manager and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein or by Arizona law.

B. Failure to Timely Pay. The Construction Manager agrees that if it fails to make payments in accordance with these provisions, the City may take any one or more of the following actions:

1. Hold the Construction Manager in default under this Agreement.

2. Withhold future payments, including retention, until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.

3. Reject all future offers to perform work for the City from the Construction Manager for a period not to exceed one year from Substantial Completion date of this Project.

4. Terminate this Agreement.

5. Make a claim against the bonds required pursuant to Article 11.

C. No Waiver. Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

D. Inclusion in Subcontracts. The Construction Manager shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

9.8 Record Keeping and Finance Controls.

A. Retention Requirement. Records of the Construction Manager's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the Construction Manager shall be kept on a generally recognized accounting basis and shall be available for three years after Final Completion of the Project.

B. Audit Rights. The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Construction Manager's records to verify the accuracy

and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

C. Pricing Data Inaccuracies. The City reserves the right to decrease Contract Price and/or payments made on this Agreement, in an amount determined by the City in its sole discretion, if, upon audit of the Construction Manager's records, the audit discloses the Construction Manager has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Subcontracts. The Construction Manager shall include a similar provision in all of its agreements with Subconsultants and Subcontractors providing services under the Contract Documents to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the Subconsultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. City Remedies. The City reserves the right to decrease Contract Price and/or payments made under this Agreement, in an amount determined by the City in its sole discretion, if the above provision is not included in Subconsultant's and Subcontractor's contracts, and one or more Subconsultants and/or Subcontractors do not allow the City to audit their records to verify the accuracy and appropriateness of pricing data.

## ARTICLE 10
## INSURANCE AND INDEMNITY

10.1 Insurance Representations and Requirements.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of the Construction Manager, the Construction Manager shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Construction Manager. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Construction Manager from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

5. Primary Insurance. Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Construction Manager. Construction Manager shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Construction Manager shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Construction Manager shall execute written agreements with its subcontractors containing the indemnification provisions set forth below and insurance requirements set forth herein protecting the City and Construction Manager. Construction Manager shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Construction Manager will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s)

of the insurance policies as required by this Agreement, issued by Construction Manager's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Construction Manager's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

i. Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.

iii. Excess Liability – Follow Form to underlying insurance.

b. Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Construction Manager under this Agreement.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Construction Manager shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Article.

B. Required Insurance Coverage.

1. Commercial General Liability. Construction Manager shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Construction Manager shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Construction Manager's owned, hired and non-owned vehicles assigned to or used in the performance of the Construction Manager's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Construction Manager engages in any professional services or work in any way related to performing the work under this Agreement, the Construction Manager shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Construction Manager, or anyone employed by the Construction Manager, or anyone for whose negligent acts, mistakes, errors and omissions the Construction Manager is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

4. Workers' Compensation Insurance. Construction Manager shall maintain Workers' Compensation insurance to cover obligations imposed by federal and

state statutes having jurisdiction over Construction Manager's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. Builder's Risk Insurance. Unless expressly waived by the City in a written amendment to this Agreement, the Construction Manager shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the City, the Construction Manager, and the Construction Manager's Subcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Construction Manager shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

10.2 Indemnity. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Construction Manager, its officers, employees, agents, or any tier of subcontractor in connection with Construction Manager's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

## ARTICLE 11
## BONDS

11.1 Performance Bond. After the City and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish the City with an irrevocable security binding the Construction Manager to provide faithful performance of the Agreement in the amount of 100% of the percentage of the GMP attributable to the Construction Services, payable to the City, and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services or any other related services. Performance security shall be in the form of a performance bond, certified check or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. In case of default the City reserves all rights. All performance bonds shall be executed on the form attached hereto as Exhibit K, duly executed by

the Construction Manager as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

11.2 Payment Bond. After the City and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish the City with an irrevocable security for the protection of claimants supplying labor or materials to the Construction Manager or any Subcontractor in the prosecution of the construction and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance services, operations services or other related services related to the Agreement. Payment security shall be in the amount of 100% of the portion of the GMP attributable to the Construction Services and be payable to the City. Payment security shall be in the form of a payment bond, certified check or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting the City to terminate this Agreement for cause as set forth in Section 12 below. All payment bonds shall be executed on a the form attached hereto as Exhibit L, duly executed by the Construction Manager as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

## ARTICLE 12
## TERMINATION AND SUSPENSION

12.1 Termination by the Construction Manager.

A. Procedure. Upon 30 Days' written notice to the City of one of the reasons set forth below, and if the City fails to cure or initiate reasonable action to cure within 30 Days of receipt of said notice, the Construction Manager may terminate this Agreement for any of the following:

1. If the Work has been stopped for a 60-Day period:

a. Under court order or order of other governmental authorities having jurisdiction; or

b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available.

2. If the Work is suspended by the City for more than 60 Days.

3. If the City materially delays the Construction Manager in the performance of the Work.

4. If the City otherwise materially breaches this Agreement.

B. Payment to Construction Manager. Upon termination by the Construction Manager in accordance with Subsection 12.1(A) above, the Construction Manager shall be entitled to recover from the City payment for all Work completed to the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead, extended general conditions and profit on the Work performed. The City may subtract reasonable estimates of costs for deficient work from the payments noted above.

12.2 Termination by the City for Cause.

A. Construction Manager Default. If the Construction Manager refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for 15 Days after the Construction Manager receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Agreement.

B. Construction Manager Insolvency. Upon the appointment of a receiver for the Construction Manager, or if the Construction Manager makes a general assignment for the benefit of creditors, the City may terminate this Agreement, without prejudice to any right or remedy otherwise available to the City, upon giving three Days' written notice to the Construction Manager. If an order for relief is entered under the bankruptcy code with respect to the Construction Manager, the City may terminate this Agreement by giving three Days' written notice to the Construction Manager unless the Construction Manager or the trustee does all of the following:

1. Promptly cures all breaches within such three-Day period.

2. Provides adequate assurances of future performance.

3. Compensates the City for actual pecuniary loss resulting from such breach(es).

4. Assumes the obligations of the Construction Manager within the established time limits.

C. Failure to Agree on a GMP. If the City and the Construction Manager fail, after good faith efforts, to agree upon a GMP, this Agreement may be terminated upon 15 Days' notice from either Party to the other. In the event of a termination for failure to agree on a GMP, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of

termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination under this Subsection.

12.3 Termination by the City for Convenience. The City may, upon 30 Days' written notice to the Construction Manager, terminate this Agreement, in whole or in part, for the convenience of the City, without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Construction Manager shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination of convenience by the City.

12.4 Set Off. Upon termination of this Agreement by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Construction Manager by whatever method the City may deem expedient. Also, in such case, the Construction Manager shall not be entitled to receive any further payment until completion of the Work and the total compensation to the Construction Manager under this Agreement shall be the amount that is equitable under the circumstances. If the City and the Construction Manager are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Construction Manager may dispute the City's assessment of the termination amount by the method of dispute resolution under Article 13 of this Agreement.

12.5 Suspension by the City for Convenience.

A. Procedure. The City may order the Construction Manager in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience, but not in abrogation of the rights given Construction Manager in Section 12.1 above.

B. Adjustments to GMP and Schedule. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable GMP and/or the applicable Substantial Completion date. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

## ARTICLE 13
## DISPUTE RESOLUTION

13.1 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for Subsection 13.4 (G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or

disputes arising under, relating to or touching upon the Agreement, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to agreements containing this ADR provision.

13.2 Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process. The City and Construction Manager shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

13.3 Neutral Evaluation Process. If the Parties have been unable to resolve the disputes after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the City or the Construction Manager declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that it shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five Days after the hearing.

13.4 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in Subsection 13.4(G) below, shall serve as the exclusive method to resolve a dispute if any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator in writing within three Days of receipt of the Neutral Evaluator's decision of a request for arbitration. If the Construction Manager requests arbitration it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the Parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in Subsection 13.4(M) and the proceeds from the bond shall be allocated in accordance with Subsection 13.4(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Construction Manager's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the Parties' arbitrators as set forth in Subsection 13.4(B) below. If one or more Subcontractor(s) is (are) involved in a dispute, the Subcontractors shall agree on an appointee to serve as arbitrator on behalf of all such Subcontractors. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The Parties' arbitrators shall choose the Neutral Arbitrator within five Days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 13.2 above. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator." The Default Neutral Arbitrator shall be selected as follows: the City and the Construction Manager shall each submit two names to the presiding judge of the Maricopa County Superior Court, who shall select one person to serve as the Default Neutral Arbitrator.

C. Expedited Hearing. The Parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any Party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the Parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost-effective manner giving regard to the rights of all parties. Each Party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision. The chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the Parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any Party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the chairman.

E. Hearing Days. In order to effectuate Parties' goals, the hearing once commenced, will proceed from Day to Day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to Subsection 13.4(M) below. The award is to be rendered in accordance with this Agreement and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual Party in excess of 20% of the original Agreement amount, but in no event shall any award exceed $2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual Party in excess of $100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Agreement amount or in excess $2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any Party may contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any Party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any Party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any Party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications, the Neutral Evaluator or the Arbitration Panel, may: (1) at the request of any Party, join and/or sever Parties, and/or claims arising under other contracts containing this ADR provision and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever Parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the Parties' goal of the prompt and efficient resolution of disputes; provided, however, that the Construction Manager, the Project Designers and other Project professionals shall not be joined as a Party to any claim made by a Subcontractor. Nothing herein shall create the right by any Party to assert claims against another Party not germane to the Agreement or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel is authorized to join to the proceeding Parties not in privity with the City. The Construction Manager cannot be joined to any pending arbitration proceeding, without the Construction Manager's express written consent, unless the Construction Manager is given the opportunity to participate in the selection of the non-City appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of $100,000, (2) the exercise by the chairman or Arbitration Panel of any powers contrary to or inconsistent with this Agreement or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or

remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing *de novo*.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq*.

M. Fees and Costs. Each Party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fees, and the prevailing Party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing Party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of $200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing Parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be paid by the City.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no Party shall, except for disclosures to a Party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the Parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any Party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a Party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Construction Manager against the City or in favor of the City against the Construction Manager shall be reduced to a Change Order amendment to this Agreement and executed by the Parties in accordance with the award and the provisions of this Agreement.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Agreement performance period which reasonably should have or could have been brought against any Party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any Party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Construction Manager shall cooperate with the City in efforts to include this ADR provision in all other Project subcontracts. The Construction Manager agrees that any modification to this ADR provision that is included in the construction or other subcontracts shall also apply to the Construction Manager. It is the intent of the Parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

## ARTICLE 14
## ADDITIONAL PROVISIONS

14.1 Confidentiality. The Construction Manager shall not disclose or permit the disclosure of any confidential information except to its agents, employees and Subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

14.2 Limitation and Assignment. The City and the Construction Manager each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the City nor the Construction Manager shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank for securing loans without approval of the City. Nothing contained in this Section shall prevent the Construction Manager from employing such consultants, associates or Subcontractors as the Construction Manager may deem appropriate to assist in performance of the Services hereunder.

14.3 Entire Agreement. This Agreement represents the entire and integrated agreement between the City and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the City and the Construction Manager. Nothing contained in this Agreement is intended to benefit any third party. Subcontractors, if any, and the Project Designers are not intended third-party beneficiaries of this Agreement.

14.4 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable without such provision.

14.5 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

14.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

With copies to: City of Avondale
11465 West Civic Center Drive

Avondale, Arizona 85323
Attn: Tiffany Copp, Procurement Administrator
Attn: Michael Wawro, City Attorney

If to Project Designers: Architekton, Inc.
4646 South Farmer Avenue, Suite 101
Tempe, Arizona 85281
Attn: Joseph Salvatore

If to Construction Manager: Haydon Building Corporation
4640 E. Cotton Gin Loop
Phoenix, Arizona 85040
Attn: Fritz Behrhorst

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.7 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and venue shall be in Maricopa County.

14.8 No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition right with respect to further performance.

14.9 Headings. The headings given to any of the provisions of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.10 Asbestos Free Materials. The Project is to be constructed by the Construction Manager with asbestos free materials. A written, notarized statement on company letterhead shall be submitted to the City by the Construction Manager with the final payment request certifying that the Construction Manager has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Construction Manager shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Construction Manager or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Construction Manager shall be liable for all costs related to the abatement of such asbestos and damages or claims against the City not withstanding any statute of limitations or other legal bar to any claim by the City.

14.11 Cancellation. This Agreement may be cancelled by the City pursuant to ARIZ. REV. STAT. § 38-511.

14.12 Survival of Representations and Warranties. Notwithstanding any other provision of this Agreement, the representations, warranties and covenants herein shall survive termination of this Agreement.

14.13 Endangered Hardwoods Prohibited. Construction Manager shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless exempted pursuant to ARIZ. REV. STAT. § 34-201(J), as amended.

14.14 Records and Audit Rights. Construction Manager's and its Subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Construction Manager and its Subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Construction Manager and its Subcontractors are complying with the warranty under Subsection 14.15 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Construction Manager's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Construction Manager's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 14.15 below. To the extent necessary for the City to audit Records as set forth in this Subsection, Construction Manager and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Construction Manager pursuant to this Agreement. Construction Manager and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Subsection. The City shall give Construction Manager or its Subcontractors reasonable advance notice of intended audits. Construction Manager shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Construction Manager and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Construction Manager's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.16 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a boycott of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

14.17 Independent Contractor. The Construction Manager is and will be an independent contractor and whatever measure of control the City exercises over the work or deliverable pursuant to the Contract will be as to the results of the work only. No provision in this Agreement will give or be construed to give the City the right to direct the Construction Manager as to the details of accomplishing the work or deliverable. These results will comply with all applicable laws and ordinances.

14.18 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then-current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City Council elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City Council shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Construction Manager informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Construction Manager hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this Section.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Charles A. Montoya, City Manager

ATTEST:

_____
Marcella Carrillo, City Clerk

**"Construction Manager"**

HAYDON BUILDING CORPORATION,

[redacted]

Name: Fritz Behrhorst

Title: Vice President

EXHIBIT A
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORPATION

[Construction Documents]

See following pages.

EXHIBIT B
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Amendments]

See following pages.

EXHIBIT C
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[GMP Proposals]

See following pages.

EXHIBIT D
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Master Schedule]

See following pages.

# Avondale Civic Center

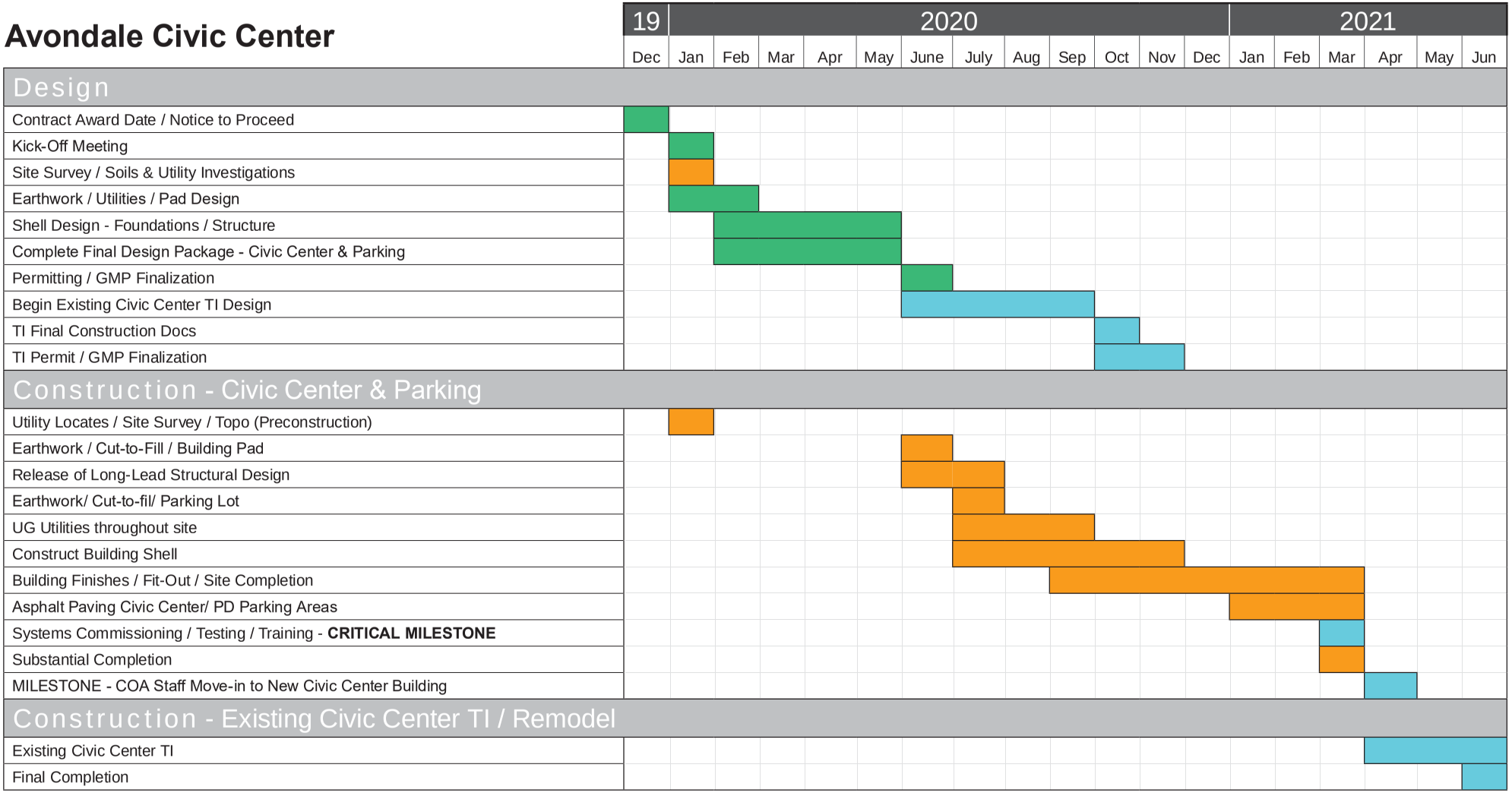

EXHIBIT E
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[The City's RFQ]

See following pages.

# REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CONSTRUCTION MANAGER AT RISK (CMAR): CIVIC CENTER OFFICE BUILDING

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323

## SOLICITATION INFORMATION AND SELECTION SCHEDULE

| | |
|---|---|
| Solicitation Number: | **DS 20-021** |
| Solicitation Title: | **Civic Center Office Building CMAR** |
| Release Date: | **October 02, 2019** |
| **NON-MANDATORY** Pre-Submittal Conference: | **October 09, 2019**<br>**09:00 a.m.** (local time, Phoenix, Arizona)<br>Avondale Civic Center<br>Mesquite Conference Room (2nd Floor City Hall)<br>11465 West Civic Center Drive<br>Avondale, Arizona 85323 |
| Final Date for Inquiries: | **October 14, 0219** |
| SOQ Due Date and Time: | **October 23, 2019**<br>**5:00 p.m.** (local time, Phoenix, Arizona) |
| Letters to Final Listed Firms: | **October 31, 2019** |
| Oral Interviews (if needed): | **November 7, 2019** |
| Target City Council Award: | **December 2019** |
| Anticipated Agreement Start Date: | **December 2019** |
| RFQ Administrator: | **Tiffany Copp tcopp@avondaleaz.gov** |

* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

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## PART I. RFQ PROCESS; AWARD OF AGREEMENT

1.1 Purpose; Scope of Work. The City of Avondale (the "City") is issuing this Request For Qualifications (this "RFQ") seeking statements of qualifications ("SOQ") from qualified, licensed Construction Manager at Risk firms ("CMAR Firms") interested in providing design phase review and complete construction services related to the construction of a new 20,000 sf office building and selective remodel of existing City Hall and city-owned ISM building to expand the Civic Center campus and additional parking for the Avondale Police Department (the "Services"), as more particularly described in Subsection 1.1(A) below. This will be a one-step, qualifications-based process as authorized by ARIZ. REV. STAT. § 34-601 *et. seq.* A separate Request for Proposal will not be issued. In accordance with the City's Procurement Code, the City will accept sealed SOQ for the Services.

A. Background.

B. Design Review. The City is in the process of procuring a firm (the "Consultant") to design the Improvements.

C. Reference Materials. Reference materials related to this project can be accessed online at www.avondaleaz.gov/procurement.

1.2 Preparation/Submission of SOQ. CMAR Firms are invited to participate in the competitive selection process for the Services outlined in this RFQ. Responding parties shall review their SOQ submissions to ensure the following requirements are met.

A. Irregular or Non-responsive SOQ. The City may consider as "irregular" or "non-responsive" and reject any SOQ not prepared and submitted in accordance with this RFQ, or any SOQ lacking sufficient information to enable the City to make a reasonable determination of compliance to the minimum qualifications. Unauthorized conditions, limitations, or provisions may be cause for rejection. An SOQ may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the City, any of the following are true:

(1) CMAR Firm does not meet the minimum required skill, experience or requirements to perform or provide the Services.

(2) CMAR Firm has a past record of failing to fully perform or fulfill contractual obligations.

(3) CMAR Firm cannot demonstrate financial stability.

(4) CMAR Firm's SOQ contains false, inaccurate or misleading statements that, in the opinion of the City Manager or authorized designee, are intended to mislead the City in its evaluation of the SOQ.

B. Submittal Quantities. Interested CMAR Firms must submit **one hardcopy original** and **one PDF copy** of the SOQ on a CD-ROM or similar electronic storage device. The PDF file must be in one file. Failure to adhere to the submittal quantity criteria shall result in the Proposal being determined non-responsive.

C. Required Submittal. The SOQ shall be a maximum of **12** pages to address the SOQ criteria (excluding cover letter, resumes and the CMAR Firm Information Form, but including the materials necessary to address Project understanding, general information, organizational chart, photos, tables, graphs, and diagrams). Each page side (maximum 8 1/2" x 11") with criteria information shall be counted. However, one page may be substituted with an 11" x 17" sheet of paper, folded to 8 1/2" x 11", showing a proposed Project schedule or organizational chart and only having information on one side. Cover, back, table of contents and tabs may be used and shall not be included in the page count, unless they include additional project-specific information or SOQ criteria responses. CMAR Firms are encouraged to utilize recyclable materials and endeavor to be considerate of the environment in preparation of the SOQ. The minimum allowable font for the SOQ is **11 pt, Arial or Times New Roman**. Failure to adhere to the page limit, size and font criteria and shall result in the SOQ being determined non-responsive. Each SOQ shall be submitted with the documents necessary to meet all of the requirements of this solicitation, including the information required in Part II and the following:

(1) Cover letter with an **original ink signature** by a person authorized to bind the Vendor. Proposals submitted without a cover letter with an **original ink signature** by a person authorized to bind the Vendor may be determined non-responsive.

(2) CMAR Firm Information Form, with **original ink signature**.

(3) References.

(4) Project Schedule, if required.

(5) Resumes, Licenses and Certifications (if required).

(6) Acknowledgment page, with an **original ink signature**, for any Addendum received.

D. CMAR Firm Responsibilities. All CMAR Firms shall (1) examine the entire RFQ, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting an SOQ and (4) submit the entire SOQ by the official SOQ Due Date and Time. A late SOQ will not be accepted. A CMAR Firm submitting a late SOQ shall be so notified. Negligence in preparing an SOQ shall not be good cause for withdrawal after the SOQ Due Date and Time.

E. Sealed Submittals. All SOQ shall be sealed and clearly marked with the SOQ number and title**, (DS 20-021) CMAR Civic Center Office Building**, on the lower left-hand corner of the mailing envelope. A return address must also appear on the outside of the sealed SOQ. The

City is not responsible for the pre-opening of, post-opening of, or the failure to open, any SOQ not properly addressed or identified.

F. Address. All SOQ shall be directed to the following address: Tiffany Copp c/o City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323. Proposals must be received in the City Clerk's office by the SOQ Due Date and Time indicated on the cover page of this RFQ. Telegraphic (facsimile), electronic (e-mail) or mailgram SOQ will not be considered.

G. Amendment/Withdrawal of SOQ. At any time prior to the specified SOQ Due Date and Time, a CMAR Firm (or designated representative) may amend or withdraw its SOQ. Any erasures, interlineations, or other modifications in the SOQ shall be initialed in **original ink** by the authorized person signing the SOQ. Facsimile, electronic (e-mail) or mailgram SOQ amendments or withdrawals will not be considered. No SOQ shall be altered, amended or withdrawn after the specified SOQ Due Date and Time.

1.3 Cost of SOQ Preparation. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation. An SOQ submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The CMAR Firm is responsible for all costs incurred in responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of the City and will not be returned.

1.4 Inquiries.

A. Written/Verbal Inquiries. Any question related to the RFQ shall be directed to the City Representative whose name appears on the cover page of this RFQ. Questions shall be submitted in writing or via e-mail by the close of business on the Final Date for Inquiries indicated on the cover page of this RFQ. Any inquiries related to this RFQ shall refer to the number and title, page and paragraph. However, the Respondent should not place the RFQ number and title on the outside of any envelope containing questions, because such an envelope may be identified as a Submittal and may not be opened until after the RFQ Deadline.

B. Inquiries Answered. All inquiries must be directed to the RFQ Administrator in writing. Verbal or telephone inquiries **will not be answered** and Vendors attempting to do so will be directed to submit written inquiries. The RFQ Administrator shall provide a compilation of all questions received in writing with official answers that will be made available on the City's website at https://www.avondaleaz.gov/procurement.

C. Pre-Submittal Conference. A mandatory Pre-Submittal Conference shall be held. The date and time of this conference will be indicated on the cover page of this RFQ; Failure to attend shall render that CMAR Firm's SOQ non-responsive. The purpose of this conference will be to clarify the contents of this RFQ in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this RFQ or any apparent omission or discrepancy should be presented to the City at this conference. The City will issue written answers to any

questions raised at the Pre-Submittal Conference. The City may issue a written amendment or addendum to this RFQ. Oral statements or instructions are provided for informational purposes only and do not become a part of this RFQ. Any change to the RFQ shall be made in the form of an addendum.

1.5 Addenda. Any addendum issued as a result of any change in this RFQ shall become part of the RFQ and must be acknowledged in the SOQ submittal. Failure to indicate receipt of any addendum may result in the SOQ being rejected as non-responsive. It shall be the CMAR Firm's responsibility to check for addenda issued to this RFQ. Any addendum issued by the City with respect to this RFP will be posted on the City's procurement website at www.avondaleaz.gov/procurement.

1.6 Public Record. All SOQ shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.

1.7 Confidential Information. If a CMAR Firm believes that an SOQ or protest contains information that should be withheld from the public record, a statement advising the City Representative of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the CMAR Firm as confidential shall not be disclosed until the City Representative makes a written determination. The City Representative shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the City Representative shall inform the CMAR Firm in writing of such determination.

1.8 CMAR Firm Licensing and Registration. Prior to the award of the Agreement, the successful CMAR Firm shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Request for Vendor Number on file with the City Financial Services Department. The CMAR Firm shall provide licensure information with the SOQ. Corporations and limited liability entities must be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.

1.9 Certification. By submitting an SOQ, the CMAR Firm certifies:

A. No Collusion. The submission of the SOQ did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer or agent in connection with the submitted SOQ. It (including the CMAR Firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) has refrained, under penalty of disqualification, from direct or indirect contact for

the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the Selection Committee, elected officials, the City Manager, Assistant City Managers, Department Heads, and other City staff, unless such person is designated as a City Representative. All inquiries must be addressed to the City's Procurement Agent, except for questions submitted as set forth in Section 1.4 (Inquiries) above. Any attempt to influence the selection process by any means shall void the submitted SOQ and any resulting Agreement.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Agreement.

E. No Signature/False or Misleading Statement. The signature on the cover letter of the SOQ and the CMAR Firm Information Form is genuine, and the person signing has the authority to bind the CMAR Firm. Failure to sign the cover letter and the CMAR Firm Information Form, or signing either with a false or misleading statement, shall void the submitted SOQ and any resulting Agreement.

F. Construction Manager at Risk Agreement. In addition to reviewing and understanding the submittal requirements, it has reviewed the attached sample Construction Manager at Risk Agreement and agrees to be bound by its terms.

1.10 Award of Agreement.

A. Evaluation; Selection. A Selection Committee composed of representatives from the City will conduct the selection process according to the schedule on the cover page of this RFQ. The Selection Committee will create a final ranking of the CMAR Firms based upon its evaluation of (1) the SOQ, (2) information provided by references and (3) criteria outlined in this RFQ. The Selection Committee may select up to three finalists that will be invited for oral interviews with the Selection Committee. The City will conduct the oral interviews with the selected CMAR Firms and upon completion of the final tabulation of points for scored components, will create a final list, in order of preference, of the three most qualified CMAR Firms. The RFQ Administrator will enter into negotiations with the highest scoring CMAR Firm from the final list.

B. Form of Agreement. The selected CMAR Firm will be required to execute the City's standard Construction Manager at Risk Agreement in a form acceptable to the City Attorney. A sample of the Construction Manager at Risk Agreement is included with this RFQ. The City reserves the right to terminate the selection process at any time.

C. Waiver; Rejection; Reissuance. Notwithstanding any other provision of this RFQ, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all SOQ or portions thereof and (3) cancel or reissue an RFQ.

D. Protests. Any CMAR Firm may protest this RFQ, the proposed award of an Agreement, or the actual award of an Agreement. All protests will be considered in accordance with the City Procurement Code.

1.11 Offer. An SOQ submittal is an offer to contract with the City based upon the terms, conditions and specifications contained in this RFQ, including the sample Construction Manager at Risk Agreement, and the CMAR Firm's responsive SOQ, unless any of the terms, conditions, or specifications are modified by a written addendum or agreement amendment. Provided, however, that no contractual relationship shall be established until the CMAR Firm has signed, and the City has approved, a Construction Manager at Risk Agreement between the City and the CMAR Firm in the form acceptable to the City Attorney.

## PART II. STATEMENT OF QUALIFICATIONS FORMAT; SCORING

2.1 Evaluation Process. Each submittal will be reviewed for compliance with the submittal requirements and scored by the Selection Committee.

2.2 Proposal Format and Scoring. The SOQ shall be organized and submitted in the format as outlined below. Failure to conform to the designated format, standards and minimum requirements shall result in a determination that the SOQ is non-responsive. Additionally, the Selection Committee will evaluate and award points to each SOQ based upon the evaluation criteria as outlined in this document. Points listed below are the maximum number of points possible for each criteria.

A. General Information - 10 pts.

(1) One page cover letter as described in Subsection 1.2(C) (Required Submittal).

(2) Provide CMAR Firm identification information. Explain the CMAR Firm's legal organization including the legal name, address, identification number and legal form of the CMAR Firm (e.g., partnership, corporation, joint venture, limited liability company, sole proprietorship). If a joint venture, identify the members of the joint venture and provide all of the information required under this section for each member. If a limited liability company, provide the name of the member or members authorized to act on the company's behalf. If the CMAR Firm is a wholly owned subsidiary of another company, identify the parent company. If the corporation is a nonprofit corporation, provide nonprofit documentation. Provide the name, address and telephone number of the person to contact concerning the SOQ.

(3) Identify the location of the CMAR Firm's principal office, the local work office, if different from the principal office and the percent of work expected to be done locally. Include any documentation that supports the CMAR Firm's authority to provide services in Arizona.

(4) Provide a general description of the CMAR Firm that is proposing to provide the Services, including years in business.

(5) Identify any contract or subcontract held by the CMAR Firm or officers of the CMAR Firm that has been terminated within the last five years. Briefly describe the circumstances and the outcome.

(6) Identify any claims arising from a contract that resulted in litigation or arbitration within the last five years. Briefly describe the circumstances and the outcome.

(7) Provide the Arizona professional and contractor license numbers held by the CMAR Firm/team and the key personnel who will be assigned to this Project; please indicate if the individual or the firm holds the license.

(8) CMAR Firm Information Form, with an **original ink signature** (may be attached as separate appendix).

(9) CMAR Firms selected as finalists for this Project will be required to provide a statement from a surety company licensed to do business in Arizona with an A.M. Best rating of not less than A- to verify the Firm's bonding capacity.

B. Experience and Qualifications of the CMAR Firm - 20 pts.

(1) List at least three comparable projects in which the CMAR Firm served as Construction Manager at Risk during design and construction phases (without providing construction services), as the Builder in a Design-Build project, and/or General Contractor. Special consideration will be given to CMAR Firms that have provided Construction Manager at Risk services on similar successful projects. For each project, provide:

(a) Project description. Include details about how your project is similar to the one described in this SOQ.

(b) Role of the CMAR Firm (i.e. Construction Manager at Risk, Construction Manager, or General Contractor). If Construction Manager at Risk or General Contractor, state the percent and type of work self-performed for each project. Specify services provided during the design phase, i.e. cost estimating, scheduling, value engineering and other services.

(c) Describe the CMAR Firm's experience in the vertical construction of municipal facilities.

(d) Project's original contracted construction cost and final construction cost.

(e) Project's original completion date and final completion date.

(f) Project owner.

(g) Project references, including telephone number and email address.

(2) List all Arizona projects, whether completed, ongoing, or selected, but not yet under contract, where the CMAR Firm/team provided either Construction Manager at Risk, Builder in a Design-Build project, or general construction services in the last three years.

(3) The City's representative may conduct any investigation deemed necessary to determine the CMAR Firm's ability to perform the Project. CMAR Firms may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

C. Key Positions - 30 pts.

(1) Provide an organizational chart showing key personnel to be involved in this Project and CMAR Firm affiliation. At a minimum, identify the following:

(a) Project Manager for Preconstruction Services and during construction.

(b) Chief Estimator.

(c) Construction Engineer.

(d) Superintendent.

(e) Other key personnel as desired.

(2) Identify the home office location of key personnel, length of time with the firm and the percent of work to be done locally.

(3) If a subcontractor will be used for all work of a certain type, include information on this subcontractor. A detailed plan for providing supervision must be included.

(4) Attach a résumé and evidence of certification, if any, for each key personnel member and/or subcontractor to be involved in this Project, including experience

in construction manager at risk projects. At a minimum, the listed projects should include two comparable projects, the project name, project owner, location, key person's role, reference information and brief description of the work. Résumés should be attached together as a single appendix at the end of the SOQ and will not count toward the SOQ page limit. However, each resume shall not exceed two pages in length.

D. Project Understanding and Approach - 30 pts.

(1) Discuss your understanding of this Project. Include major issues your firm/team has identified and how you intend to address those issues.

(2) Describe your approach to performing the required Services in the Scope of Work described in the Construction Manager at Risk Agreement in Exhibit B, including the following processes:

(a) Planning.
(b) Estimating.
(c) Scheduling.
(d) Budget and Cost controls.
(e) Project management and team organization during design and construction phase services.
(f) Bid package management.
(g) Management of overhead costs.
(h) Managing subcontractors.
(i) Quality control.
(j) Safety.
(k) Dispute resolution.

(3) Submit a subcontractor selection plan that meets ARIZ. REV. STAT. § 34-601 *et seq.* requirements. Discuss the benefits that your selection provides to the Project.

E. Project Schedule - 20 pts.

Provide a project schedule showing key project milestones and deliverables. The schedule shall demonstrate CMAR Firm's ability to meet the designated milestones as listed below. Assumptions used in developing the schedule shall be identified and at a minimum the proposed schedule shall include the following dates:

(1) Contract Award Date
(2) Notice to Proceed Date
(3) Proposed Kick-Off Meeting
(4) Substantial Completion Date
(5) Final Completion Date

**Total Possible Points for SOQ Submittal: 100**

PART III. ORAL INTERVIEWS; SCORING

Three CMAR Firms may be selected for oral interviews. The selected CMAR Firms will be invited to participate in discussions with the Selection Committee and awarded points as outlined below. CMAR Firms selected for oral interviews will be given additional information for these oral interviews.

**Oral Interview**

**100 Total Possible Points for Oral Interview**

**Total Points Possible for this RFQ: 200**

## PART IV. CMAR FIRM INFORMATION FORM

By submitting your Statement of Qualifications, the submitting CMAR Firm certifies that it has reviewed the administrative information and draft of the Construction Manager at Risk Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

| | |
|---|---|
| CMAR FIRM SUBMITTING SOQ | FEDERAL TAX ID NUMBER |
| PRINTED NAME AND TITLE | AUTHORIZED SIGNATURE |
| ADDRESS | TELEPHONE FAX # |
| CITY STATE ZIP | DATE |
| WEB SITE: | EMAIL ADDRESS: |

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise?

If yes, please provide details and documentation of the certification.

EXHIBIT A
TO
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT RISK

[Scope of Work]

See following pages.

# SCOPE OF WORK

CMAR Civic Center Office Building Design Services
RFQ DS 20-021

The City of Avondale ("City") is seeking a qualified construction manager at risk ("CMAR") firm to provide construction services for a new office building facility.

## 1.0 – Project History

Due to the current and future growth needs of the City of Avondale, the City needs a new office building to expand the Civic Center campus. The campus has been master planned for future buildings with existing pad sites, and this new office building will be located on the existing building pad north of Jefferson Street. The building will be a 2 story 20,000 square foot office building. The building may house city staff/departments or other professional office users Site work associated with the new building includes parking, driveways, landscape, utilities, etc. Should departments relocate to the new building from the existing City Hall, minor tenant improvements may be needed at the existing City Hall. In addition, the design scope includes enlarging the secure parking lot at Police Headquarters (separate parcel) in an open area immediately East and contiguous with the current secure lot (see attached graphic).

## 2.0 – Project Description

2.1 The project consists of:

a) Design of the new City Office Building (approximately 20,000 square feet)
b) Potential TI renovations in 2 existing City buildings
c) Enlarging the Police secure parking lot (separate parcel)
d) Permitting of the Construction Documents
e) Collaboration with the City's designated Project Manager and CMAR during the design and construction process
f) Construction Administration for the project

2.2 The new City Office Building design will incorporate, but not be limited to:

a) Entry Lobby; Waiting Area, Covered spaces as refugee areas, Restrooms, Break Rooms, Conference Rooms, Exercise Room, Stairs and Elevator
b) IT Equipment Room (MDF) and IT Facility Systems
c) Building Services Spaces, building-mounted signs or monument signs
d) Low Impact Development (LID), Parking, Parking canopies, Lighting, and Site Improvements
e) Off-site utilities and street improvements

## 3. – Project Schedule

3.1 Below is a conceptual schedule to complete the associated tasks:

| | |
|---|---|
| Procure Design Team | November 2019 |
| Procure CMAR | April 2020 |
| Complete new City Office Building Final Design | July 2020 |
| Complete Construction of new City Office Building | June 2021 |

4. - Scope of Work

4.1 It is the intent of the City to hire one design firm (Consultant) to perform and/or manage the above tasks. One contract will be issued to the Consultant for the completion of these tasks. Consultant Scope of Work (SOW) will include Tasks 1 – 3 as described below.

4.2 Phase 1 – New City Office Building Programming

4.2.1 Coordinate and collaborate with City Staff and develop space planning and the preliminary design basis which will identify amenities agreed upon by the team for inclusion in the preliminary design basis documentation.

4.2.2 Phase 1 Deliverables include but are not limited to:

a) Preliminary Design Basis narrative
b) Design Concept plans and perspectives

4.3 Phase 2 – New City Office Building Construction Documents

4.3.1 All work shall conform to the latest edition and amendments of the following:

a) City of Avondale Standard Details and Specifications
b) MAG Uniform Standard Specifications and Details
c) The Code of the City of Avondale
d) Other applicable specifications and details required by a governmental agency or utility company (SRP, etc.)

4.3.2 The Construction Documents shall include, but not be limited to the following:

a) Civil design (onsite grading & drainage, paving and offsites)
b) Structural design
c) Architectural design
d) Plumbing design
e) Mechanical design
f) Electrical design
g) Low Voltage Systems design
h) Interior design
i) Hardscape and Landscape designs which incorporate LID
j) Construction fencing (graphics)
k) Fire and Life Safety design

The Consultant shall provide value engineering throughout the design process. The Consultant shall collaborate with the Construction Manager at Risk (CMAR) and provide drawings and specifications updates weekly during the design process for utilization by the CMAR in the development of construction cost estimates.

4.3.1 Phase 2 – The new City Office Building design deliverables include but are not limited to:

a) Final design document including executive summary and all supporting materials.

b) Presentation of the design to City Council, City Staff, and project team.
c) Overall design color graphics that capture the proposed amenities with existing conditions and infrastructure identified.
d) Supporting graphics including site sections, elevations, perspectives and design details.
e) Charts / graphs and supporting information.
f) Complete Construction Document Package and Construction Permits. The City will pay for city plan review and permit fees.

4.4 Phase 3 – Construction Administration

Tasks for phase 3 may include, but are not limited to, the following:

4.4.1 Contractor Requests for Information (RFI) Responses
4.4.2 Submittal review and approval
4.4.3 Schedule update review and comment
4.4.4 Attend weekly construction progress meetings
4.4.5 Job site observation reports
4.4.6 Invoice review and comment
4.4.7 Change order request review and comment
4.4.8 Document control
4.4.9 Final As-Built Construction Documents

END OF SCOPE OF WORK

EXHIBIT B
TO
REQUEST FOR STATEMENTS OF QUALIFICATIONS
FOR
CONSTRUCTION MANAGER AT RISK

[Construction Manager at Risk Agreement]

See following pages.

EXHIBIT F
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[CMAR Response to RFQ]

See following pages.

Avondale

STATEMENT OF QUALIFICATIONS FOR
CONSTRUCTION MANAGER AT RISK (CMAR):

# CIVIC CENTER OFFICE BUILDING

**ORIGINAL**

Solicitation Number:
DS 20-021

SOQ Due Date and Time:
October 23, 2019, 5:00 p.m.
(local time, Phoenix, Arizona)

HAYDON

HAYDON BUILDING CORP | 4640 East Cotton Gin Loop | Phoenix, Arizona 85040
602.296.1496 tel | 602.297.6972 fax | www.haydonbc.com

# A GENERAL INFORMATION

## 1 | COVER LETTER

October 23, 2019

City Clerk, City of Avondale
11465 West Civic Center Drive, Suite 200
Avondale, Arizona 85323

Re: Statement of Qualifications for Construction Manager at Risk (CMAR) Civic Center Office Building, Solicitation Number DS 20-021

Dear Members of the Selection Committee:

On behalf of Haydon Building Corp, we would like to thank you for the opportunity to submit our response to your Request for Qualifications. We are eager to continue our relationship with the City of Avondale and become a member of this project team. Your Civic Center Office Building project is an excellent fit for the Haydon team we have proposed.

**Office and Administrative Construction Experience:** We offer you a project team that is experienced in delivering office/administrative projects to a wide variety of private and public clients, such as American Express, Charles Schwab, Fedex, Southwest Ambulance, and ACO Polymer. Haydon also has an extensive catalogue of projects that feature conference and meeting spaces, including many municipal buildings, community centers, libraries, and schools. The experience and knowledge our team brings to your project sets Haydon apart as uniquely prepared to deliver your project on schedule and within budget. The team's familiarity with office projects will be extremely helpful during your pre-construction phase, when constructability reviews, options analysis, and "lessons learned" will be paramount.

**The Haydon Team:** Project Manager Cub Carter has 39 years of project experience, as well as extensive experience working with private clients to deliver successful projects. Pre-Construction Director Fritz Behrhorst, LEED AP, has been involved on each of the office and administrative facilities that Haydon has constructed, and Project Superintendent Matt Herrmann has worked closely with both Cub and Fritz on several projects that have featured office, administrative, and conference components. Our team offers solid experience working together to meet client needs, focusing on dynamic teamwork and communication from the start.

**The Haydon Culture:** Haydon has a defined team culture that is built around delivering excellent customer service and doing what's best for the client. We provide upfront and honest communication, have a strong willingness to work through problems, and think outside-the-box for alternative solutions.

**The Haydon Advantage:** Haydon has provided pre-construction and construction services for over 220 CMAR and Alternative Delivery projects. Our extensive experience has allowed us to refine the Haydon method into a proactive collaboration between the owner, engineer, contractor, and stakeholders. Our service is based on this cornerstone principle: Achieve the team's overall vision by working collaboratively during pre-construction to provide the client with a project that will meet their functional and budgetary requirements.

We appreciate your time and consideration. For further information about this submittal, please do not hesitate to contact me at (602) 296-1496 or fbehrhorst@haydonbc.com. We hereby acknowledge receipt of all addenda and modifications.

Sincerely,

HAYDON BUILDING CORP

[redacted]

Fritz Behrhorst, Vice President (Authorized to Bind)

## 2 | FIRM IDENTIFICATION

**Legal Organization:** Haydon Building Corp (Haydon) has operated from Phoenix as an "S" Corporation since its inception in 1991. Haydon's senior management team is comprised of its four principals of the company, who play an active role in the company's day-to-day operations.

**Address:** 4640 E. Cotton Gin Loop, Phoenix, AZ 85040

**Identification Number:**
- 86-0782387 (Federal Tax ID Number)
- 07-495029W (Arizona Tax ID Number)

**Legal Form of CMAR Firm:** Corporation

**Joint Venture:** Not Applicable

**Limited Liability Company:** Not Applicable

**Wholly Owned Subsidiary:** Not Applicable

**Nonprofit Corporation:** Not Applicable

**Person to Contact:** Fritz Behrhorst, Vice President
4640 E. Cotton Gin Loop, Phoenix, AZ 85040
(602) 296-1496

## 3 | PRINCIPAL OFFICE / LOCAL WORK

Haydon's principal office and local work office of key staff is located at 4640 E. Cotton Gin Loop, Phoenix, AZ 85040. **100% of the work will be done locally.** Haydon is a State of Arizona Licensed Contractor. As documentation of our authority to provide services in Arizona, please see the **chart to the right (Question 7)** for a list of our license numbers. Hard copies of these licenses have been provided in the Appendix. Upon request, a Certificate of Good Standing from the Arizona Corporation Commission can be provided.

## 4 | FIRM DESCRIPTION

Haydon Building Corp provides Construction Management at Risk (CMAR), Design/Build (D/B), and Design-Bid-Build services. We are unique in that we are a General Building Contractor for vertical construction, as well as a Heavy Civil Contractor with the ability to self-perform horizontal work. Additionally, we have a landscaping division, Earthscapes, that is capable of self-performing landscaping scopes. Haydon has been in business for 28 years.

## 5 / 6 | TERMINATED CONTRACTS / CLAIMS

No contracts or subcontracts held by either the firm or firm officers have been terminated within the last five years. No claims have resulted in litigation or arbitration within the last five years.

## 7 | ARIZONA PROFESSIONAL AND CONTRACTOR LICENSES

- Avondale Vendor License Number 10097 (Firm)
- Arizona Corporation Commission Entity ID 07407946 (Firm)
- Arizona Class B-01 #108085 General Commercial Contractor (Firm)
- Arizona Class A #108937 General Engineering Contractor (Firm)

## 8 | CMAR FIRM INFORMATION FORM

Please find Haydon's CMAR Information Form, with an original ink signature, in the **Appendix.**

## 9 | BONDING CAPACITY

Haydon has a bond line in place for single projects of $150,000,000 with an aggregate program of $550,000,000. Upon request, a letter from Travelers Casualty and Surety Company of America, who holds an A++ A.M. Best rating, can be provided.

## 1 | COMPARABLE PROJECTS

**C. Experience in the Vertical Construction of Municipal Facilities:** Haydon has extensive experience building a wide variety of vertical municipal facilities, including 20 community and recreation facilities, as well as city hall and administration buildings, libraries, public works and safety facilities, and government facilities. Our team's familiarity with municipal design and construction will be extremely helpful during your pre-construction phase, when constructability reviews, options analysis, and "smart" scheduling will be paramount. We are proud to have earned the reputation as being one of the West's top community builders.

### *El Mirage City Hall* CMAR

**(a) Project Description / Similarities:** *El Mirage, AZ.* This new 25,000 SF two-story City Hall houses administration, City Council chambers, development and community services, engineering, finance, human resources, information technology, and emergency operations functions.

**(b) Firm Role / % Self-Performed / Services Provided:** CMAR / 0% Self-Performed (N/A) / Estimating, Constructability Reviews, VE, Team Meetings, Safety Plan, Scheduling, Sequencing, Submittal Review & Processing, Quality Control, and Subcontractor Management

**(c) Vertical Construction of Municipal Facilities Experience:** Please see the write-up to the left for our relevant experience.

**(d) Original / Final Construction Cost:** $3.3M / $3.3M (Completed on Budget)

**(e) Original / Final Completion Dates:** 02/2016 / 02/2016 (Completed on Schedule)

**(f) Project Owner:** City of El Mirage

| SIMILAR FEATURES: | |
|---|---|
| Municipal Facility | IT Equipment Room |
| Office Space | Landscaping |
| Parking Lot | |

**(g) References:** Dr. Spencer Isom, City Manager, City of El Mirage, (623) 876-2940, sisom@cityofelmirage.org

Joe Salvatore, Principal, Architekton, (480) 894-4637, joesalvatore@architekton.com

| SIMILAR FEATURES: |
|---|
| Municipal Facility |
| Office Space |
| Parking Lot |
| Exercise Space |
| Offsite Utilities |
| Landscaping |

### *Development & Community Services Building* Design/Build

**(a) Project Description / Similarities:** *Peoria, AZ.* This new 75,000 SF Development and Government Services Building houses 60,000 SF of administrative space for the Engineering, Community Development, Community Services, Public Works, and Utilities departments, 5,000 SF academic training classrooms / conferencing space, 6,000 SF exercise and locker space, and 4,000 SF for bulk and secure storage. The development services counter services the construction community and general public.

**(b) Firm Role / % Self-Performed / Services Provided:** Design/Builder / 0% Self-Performed (N/A) / Estimating, Constructability Reviews, VE, Team Meetings, Safety Plan, Scheduling, Sequencing, Submittal Review & Processing, Quality Control, and Subcontractor Management

**(c) Vertical Construction of Municipal Facilities Experience:** Please see the write-up at the top of this page for our relevant experience.

**(d) Original / Final Construction Cost:** $19.3M / $19.3M (Completed on Budget)

**(e) Original / Final Completion Dates:** 12/2007 / 12/2007 (Completed on Schedule)

**(f) Project Owner:** City of Peoria

**(g) References:** Ed Striffler, Design & Construction Manager, City of Peoria, (623) 773-7721, ed.striffler@peoriaaz.gov

Andy Granger, Deputy City Manager, City of Peoria, (602) 920-4915, Andrew.Granger@peoriaaz.gov

| SIMILAR FEATURES: |
|---|
| Office Space |
| Parking Lot |
| Conference Rooms |
| Exercise Space |
| Offsite Utilities |
| Active Campus |
| Landscaping |

## *Ottawa University Athletic Complex Phases II & III* CMAR

**(a) Project Description / Similarities:** *Surprise, AZ.* This multi-phased project, in the middle of the Ottawa University and City of Surprise joint-use campus, includes the addition of a new 42,000 SF multi-purpose, three-story facility that will include locker rooms and indoor/outdoor support services, classroom/laboratory space, teacher/coach space, and press boxes. An attached one-story 30,000 SF gymnasium and 20,000 SF recreation building will be used jointly by the University and the City. Scope also includes new grandstands, scoreboard, ticketing, concessions and restrooms in their outdoor sports plaza area. The multi-purpose gymnasium features audiovisual components and will be used for large-scale events.

**(b) Firm Role / % Self-Performed / Services Provided:** CMAR / 5% Self-Performed (Utilities) / Estimating, Constructability Reviews, VE, Team Meetings, Safety Plan, Scheduling, Sequencing, Submittal Review & Processing, Quality Control, and Subcontractor Management

**(c) Vertical Construction of Municipal Facilities Experience:** Please see the write-up at the top of page 2 for our relevant experience.

**(d) Original / Final Construction Cost:** $19.5M / $19.5M (Completed on Budget)

**(e) Original / Final Completion Dates:** 10/2019 / 10/2019 (Currently on Schedule)

**(f) Project Owner:** Ottawa University

**(g) References:** Keith Johnson, Chief Operating Officer, Ottawa University Arizona, (623) 233-7553, keith.johnson@ottawa.edu

Paul Devers, Project Architect, Cawley Architects, (602) 393-5060, paulad@cawleyarchitects.com

| SIMILAR FEATURES: |
|---|
| Office Space |
| Parking Lot |
| Conference Rooms |
| Offsite Utilities |
| Landscaping |

## *South East Valley Regional Association of Realtors (SEVRAR) Avion Conference Center* CMAR

**(a) Project Description / Similarities:** *Chandler, AZ.* This new 21,000 SF luxury event and conference center features two conference suites outfitted with state-of-the-art technology, classrooms, administrative space, a reception area, ballroom, courtyard, retail area, breakroom, storage space, restrooms, and parking. In addition to hosting special occasions, it serves as the professional association headquarters of the South East Valley Regional Association of Realtors.

**(b) Firm Role / % Self-Performed / Services Provided:** CMAR / 0% Self-Performed / Estimating, Constructability Reviews, VE, Team Meetings, Safety Plan, Scheduling, Sequencing, Submittal Review & Processing, Quality Control, and Subcontractor Management

**(c) Vertical Construction of Municipal Facilities Experience:** Please see the write-up at the top of page 2 for our relevant experience.

**(d) Original / Final Construction Cost:** $6.1M / $5.8M (Completed Under Budget)

**(e) Original / Final Completion Dates:** 06/2018 / 06/2018 (Completed on Schedule)

**(f) Project Owner:** South East Valley Regional Association of Realtors (SEVRAR)

**(g) References:** Pam Frestedt, CEO, SEVRAR, (480) 477-5882, pfrestedt@sevrar.com

John Douglas, FAIA, Principal, John Douglas Architects, (480) 951-2242, johndouglas@douglasarchitects.com

## Additional Municipal and Office Experience

***Southwest Ambulance Operational Headquarters -*** *Glendale, AZ*

***Peoria Police Patrol Services Building -*** *Peoria, AZ*

***Casa Grande Municipal Court Facility -*** *Casa Grande, AZ*

***Haydon Corporate Office -*** *Phoenix, AZ*

## 2 | TEAM'S THREE-YEAR PROJECT LIST

The table below shows the Haydon team's project list within the last three years (completed, ongoing, or for which our firm has been selected) for our Building Division, for which the team has provided CMAR, Design/Build, or general construction services. Currently, Haydon has the following projects for which we have been selected, but for which we are not yet under contract: Banner Ironwood's 4th & 5th Floor Renovation, and Nexcore's Post-Acute Care project.

**Ongoing Projects:**

- Avondale Senior & Resource Center CMAR
- Surprise Asante Branch Library D/B
- Avondale Festival Fields Park Expansion & Renovation D/B
- Pima County Kino South Sports Complex CMAR
- Casa Grande Carr McNatt Park Renovation Phase I CMAR
- Summit Community Church Campus CMAR
- Summit Healthcare Regional Medical Center Geriatric Behavioral Healthcare Renovation CMAR
- Ottawa University AZ Athletic Complex Phases II & III CMAR
- The Edge Class A Office Development

**Completed Projects:**

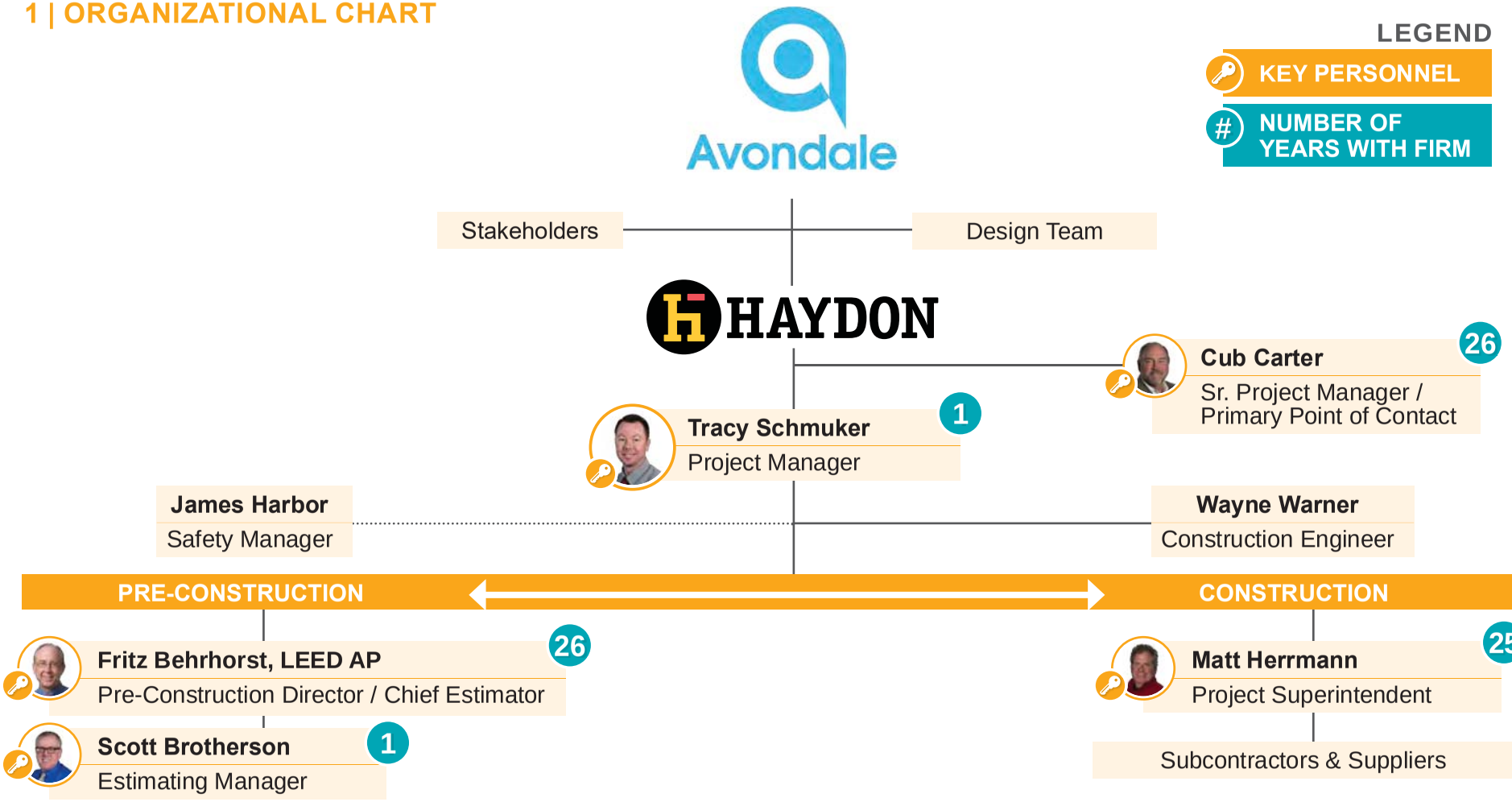
- El Mirage City Hall CMAR
- Gilbert Regional Park Phase 1 CMAR
- NexCore Group Summit Healthcare Regional Medical Center Outpatient Pavilion CMAR
- Summit Healthcare Regional Medical Center East Campus Call Center CMAR
- Gilbert Cactus Yards (Elliot District Park) Improvements CMAR
- Queen Creek Mansel Carter Oasis Park CMAR
- Hobbs Center of Recreational Excellence CMAR
- Southlake Tennis Center CMAR
- Mesa Pioneer Park CMAR
- Montrose Recreation District Community Center CMAR
- Franciscan Renewal Center Our Lady of the Angels Church
- Watauga Senior Center CMAR
- Anthem Community Council Opportunity Way Park CMAR
- SEVRAR Avion Conference Center CMAR
- ASU Polytechnic Preparatory High School Academy Expansion CMAR
- ASU Herberger Young Scholars School Academy, West Campus CMAR
- NAU Center for Aquatics & Tennis CMAR

## 3 | ADDITIONAL DOCUMENTATION

Haydon will submit any necessary additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

# KEY POSITIONS

## 1 | ORGANIZATIONAL CHART




## 2 | HOME OFFICE LOCATION, LENGTH OF TIME WITH FIRM, AND LOCAL WORK

The home office for all key personnel is located at 4640 E. Cotton Gin Loop, Phoenix, AZ 85040. The length of each individual's time with Haydon can be found in the **Organizational Chart above**. 100% of the work will be done locally.

## 3 | PROPOSED SUBCONTRACTORS

Haydon Building Corp does not propose to include any subcontractors on our team at this time. Please see the Managing Subcontractors text within **Section D on page 10** for Haydon's overall approach to providing subcontractor supervision.

## 4 | KEY PERSONNEL RESUMES

Please find individual resumes for key personnel in the Appendix tab at the end of this submittal.

## 1 | PROJECT UNDERSTANDING AND MAJOR ISSUES

Haydon has performed thorough due diligence for your project and understands the project goals. We believe our experience and flexible CMAR culture will bring great value to the City of Avondale and stakeholders. Our goal will be to provide superior customer service to complete your Civic Center project. The Haydon team defines an 'issue' as any impactful aspect of the project that requires a specific management approach to account for or provide resolution. On your project, we have identified and detailed the following issues:

1. **Drainage / Stormwater Retention**
2. **Working Safely on an Active Site / Site Access and Staging**
3. **Phasing Logistics**
4. **Facilitating Great Architecture**
5. **Stretching the Budget to Obtain the Full Program**

### Issue #1: Drainage / Stormwater Retention

Avondale's Civic Center and Secure Police Department Parking Lot are proposed to sit within existing stormwater retention basins that take on water from Civic Center Drive, Madison, and the existing Police Department's secure parking areas. As this retention volume will need to be maintained, relocated, or replaced, this creates a potential budget challenge for these sites and will need to be the first decision made during the initial design phase. In our experience, this can be approached in many ways; the first, and typically most cost-effective option is simply to deflect or re-route the stormwater to the adjacent retention basins. This can be accomplished by installing catch basins in the new parking lot and piping it underground to the closest retention basin. The basin to the south of the future secure parking area appears to be the closest and logical place to run this stormwater to if this option is selected.

The second, more expensive option would be incorporating an underground retention system, allowing the parking lot to be built directly over the drainage field. This is a great option when there is no opportunity to drain the site into an open basin and maximizes the space without losing any real estate. Another option that may benefit the new Civic Center parcel is to add more drywells to the existing retention basins, thus increasing their overall retention capacity. This would be a great option, especially if the footprint of the Civic Center building requires the existing retention basins to shrink in overall surface area. A final option to consider is constructing the Police Department Parking Lot to an elevation above the highest stormwater event to avoid flooding. This will necessitate adding a significant amount of fill material to the basin to raise the grade to the new elevations, which can have major cost implications. The site design must also consider the connectivity of the basin system and maintain that balance. Additionally, the current structures that bring stormwater onto the site will need to be addressed to maintain overall onsite drainage.

Regardless of which option is ultimately selected, it is important to understand the critical relationship between the overall project budget, and the significance of the decision that is made with regard to the drainage and retention of the existing site. Haydon has the expertise to assist in this critical front-end decision-making process by verifying topographic and existing utility information and providing accurate costing information while examining various scenarios during pre-construction. Haydon will utilize our extensive expertise to ensure that the most cost-effective solution is found early in the process in order to maximize the amount of program that can be fit into the project.

***DEMONSTRATED EXPERIENCE:***
Drainage / Stormwater Retention

The Asante Branch Library is a 10,000 SF public library located on a 2-acre existing retention basin in the City of Surprise. Similar to your project, this rather budget-constrained, fast-tracked library project shared a similar challenge in that the library itself was set to sit in the middle of a large, existing retention basin that took water from parcels on three sides of the property. As with the Avondale Civic Center Project, understanding the design parameters of this critical piece of front-end infrastructure needed to be the primary focus of the design and contracting teams to ensure the program for the project could fit within the existing budget. As proposed on your project, Haydon provided extensive pre-construction services by providing accurate topographic and drainage information, confirmation of existing utility locations, sizes and capacities, as well as accurate budgetary information as different potential scenarios were analyzed by the design team. In the end, the most efficient way to build the library was to keep the building in its intended location and build up a structural plinth within the retention, and re-route and re-shape the retention and flow lines to accommodate the new facility. This solution was not the first choice of the Civil Engineer or the City on this project, but it proved to be the most cost-effective, allowing the full program for this project to be realized while fitting within the original budget for the project.

## Issue #2: Working Safely on an Active Site / Site Access and Staging

The proposed location for the new Civic Center Building and parking lot are not only located in a condensed, busy civic corridor, but are also situated apart from one another, which presents a unique challenge for your contracting team responsible for constructing a project of this nature while keeping both the workmen and public safe and efficient.

The majority of the work for this project will be performed adjacent to the City of Avondale Civic Center, Avondale Police Department, and neighboring tenant-occupied office building. The continuing operation of these facilities and the convenience, comfort, and safety of the staff and visitors should be of primary importance to your project team. Due to our extensive experience working on higher education, hospital, data center, and other highly congested locations, we are experts at navigating and balancing the demands of complex construction projects within the confines of tight, urban campus environments.

Careful planning and precise execution will be key. It will be crucial to provide proper timing and coordination of material deliveries and staging of operations to ensure a safe and efficiently-run jobsite. Further, the site will be tight for the construction of this facility. These factors create several challenges involving access of manpower and materials, public safety, construction staging, trash removal and parking. We have developed a proposed access and staging plan (see **Figure A below**) that addresses some of the identified possible staging/storage areas. Haydon will develop a final specific site access plan, to be approved by the City, prior to the start of construction. Techniques Haydon will employ to ensure a safe and orderly workflow with minimum disruptions include:

- Formal traffic and site access plan
- Project planning with Haydon's corporate Safety Director
- Defined parking plan for workers
- Strictly regulated site staging
- Scheduled deliveries and trash pickup

Haydon will draw upon the collective expertise of our highly qualified team to construct your project in the most safe and efficient manner possible. We are often told by our clients that our "out of sight, out of mind" approach to our extensive logistics coordination is a primary reason our projects are such an enjoyable and rewarding experience. Haydon will bring that experience to your exciting project.

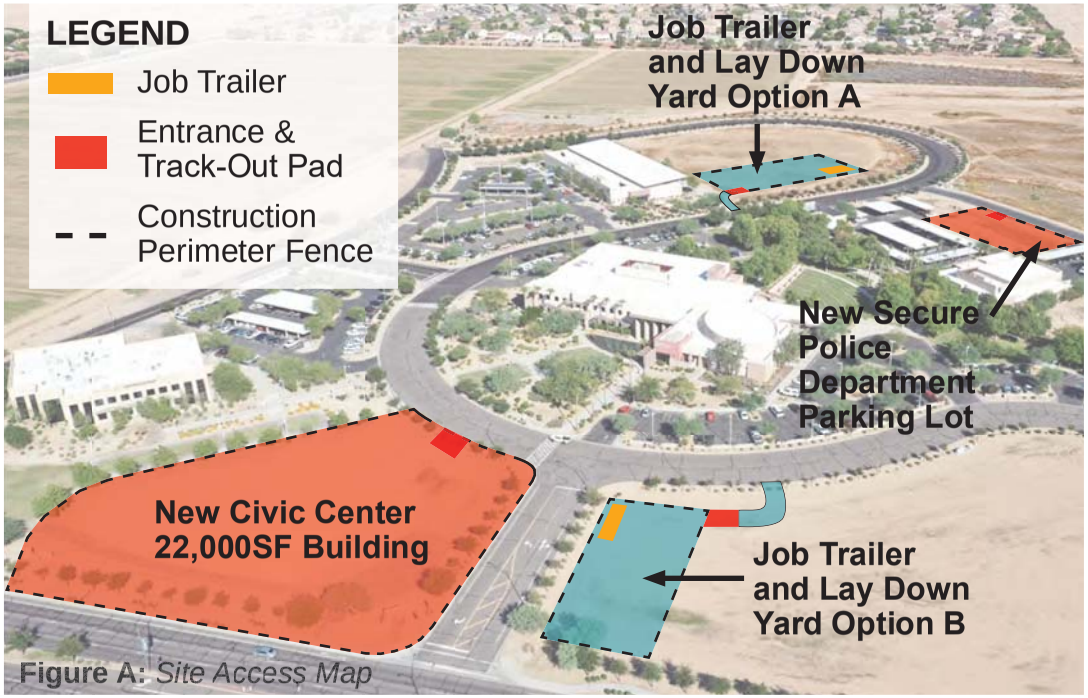



**Figure A:** *Site Access Map*

### *DEMONSTRATED EXPERIENCE:*
Working Safely on an Active Campus

The Ottawa University Athletic Complex was constructed in the heart of the busy, fully operational campus and active City of Surprise Civic Center, necessitating the rerouting of roadways and pedestrian pathways. In developing and executing the construction plan, Haydon first studied traffic patterns and habits to develop an understanding of the impact of the construction. We also coordinated with campus leadership, security, facilities, and staff to best understand their priorities and how the construction would impact their respective operations. This information was used in pre-construction to strategize the best and least impactful project approach, such as where to place the new building, how to accommodate displaced parking, how to provide necessary pathways for vehicles and pedestrians, and timing of renovations and new construction. These, and a myriad of other variables, were weighed in developing the optimum design, phasing, and approach to construction to minimize disruption, assure safety, and control cost.

## Issue #3: Phasing Logistics

One of the unique challenges of this project will be the coordination and phasing of the completion of the new Civic Center building, as well as the relocation of the current tenants from the existing Civic Center Building. These types of multi-phased logistical challenges can be fraught with uncertainty if your CMAR partner does not understand the importance of starting the critical task planning associated with this element at the very beginning stages of the project.

We understand that several of the City staff will be moving from the existing Civic Center into the new building after it is completed. As such, a seamless transition with no disruptions to existing operations needs to be the goal established from the outset. Haydon understands this challenge and will focus on these critical milestones. The coordination starts with the development of the master schedule and incorporating realistic turnover and systems commissioning milestones that precede the actual move date. This ensures that the critical functions of the new building are complete, tested, and ready for their intended use long before the first relocated tenant arrives in the new facility.

Haydon's extensive experience constructing large-scale renovation, re-purpose, and relocated facility projects that require these extremely robust and complex planning sequences ensures that the entire project team will be focused on more than just the final completion date for your project. Identifying the important intermediate milestones that precede completion and facilitate complete functionality will undoubtedly ensure a smooth, orderly, and pleasant move-in experience for both the client group and the end-users.

## Issue #4: Facilitating Great Architecture

Your new Civic Center will be one of the most important facilities that the City will construct in the near future. As a building in a highly visible location that seeks to draw in the public, an appropriate architectural statement should be a priority for your Civic Center project. The City's combined goal of unique architecture with high-quality construction and durable materials creates an exciting challenge for the project team. It will be important for your CMAR firm to be sensitive to the City's desire to create a striking building, and to the design team's vision to realize that goal. It will also be important for your CMAR firm to maintain design integrity while meeting the project budget. Haydon has worked successfully with many of the top architectural designers in the United States to create exciting public buildings that are both beautiful and affordable. The Haydon team is focused on approaching your project with an open mind and a willingness to innovate, in order to achieve great design and deliver projects on budget.

## Issue #5: Stretching the Budget to Obtain the Full Program

One of the major challenges during pre-construction will be balancing the use of available funding among the important priorities for your project and associated planned amenities. Ambitious projects like this one present a special design challenge for the project team to balance the alignment of the desired program elements and features with available budget for the project. Every specific component - office space, break rooms, conference rooms, and IT facility systems - all represent important and defined features of the complex, and each has a significant impact on the project infrastructure, with a unique cost profile to construct. Additional aspects to consider beyond the desired amenities include: aesthetic features, types of landscaping, sustainability features, perimeter fencing, signage, and artwork. Each feature can have an impact on project cost, which must be weighed when considering the entire budget. It is our job as your CMAR to work in concert with the City and design team to help you strike the right balance for this project.

The challenge in the planning stages is to provide an accurate cost projection for each feature and to be able to combine those features and their associated cost into a comprehensive budget for the project. Our process facilitates accurate budgeting at the earliest design stages and helps set the stage for defining pertinent features and guiding the design and budget control process. The process will start from the programmatic phase. Pre-Construction Director Fritz Behrhorst will prepare a detailed Parametric Estimate, drawing upon recent experience with similarly complex community center projects, which is based on the program for the entire project with input from the design team on the likely approach to various systems.

This early phase estimate will serve as a test fit of the program and the budget and will aid the team in evaluating the critical balancing act that the project team must perform to maximize the program, functionality, and aesthetics of the project. We will employ our proven estimating and cost control techniques to assure that as the design finalizes, all decisions are made based on accurate cost information and with the best realization of the program in mind. One of the significant advantages you will receive by utilizing Haydon as your CMAR is that our comprehensive cost database for these projects will allow us to quickly develop a reliable baseline budget for the project within a very short time. This will allow the entire project to begin moving forward in a more expedient manner than if it were being led by a less experienced CMAR partner.

## 2 | APPROACH TO PERFORMING THE REQUIRED SERVICES / PROCESSES

**a. Planning / c. Scheduling:** Through collaborative efforts led by Project Manager Tracy Schmuker, our team will produce a master **Critical Path Method (CPM) schedule (Primavera P6 software)** encompassing the design and construction phases. This schedule will be updated weekly and submitted on a monthly basis. During construction, Haydon utilizes formal planning tools such as Job Hazard Analysis, Work Plans, Pre-Activity Meetings, and "3-Week Look-Ahead Schedules" for the project team, work crews, and subcontractors.

**b. Estimating:** Haydon's estimating approach is an integral part of the entire design, pre-construction, and construction process. Our system provides each team member full access to all budget information at all times during the project. The process begins with a review of the City's needs and wants for the project. Drawing on our team's extensive experience designing and constructing similar community and resource center projects, we can then link these program possibilities with known cost data for each option. This crucial first step will provide invaluable budget confirmation, guidance, and confidence moving forward with subsequent designs and estimates.

**d. Budget and Cost Controls:** Once construction commences, Haydon will utilize **Viewpoint** as our Project Management and Accounting Software to track each work activity (phase code) and contract pay item within the established budget. Some specific tools used to control cost inside of Viewpoint include formal Work Plans, which are developed before the start of any major activity, and 3-Week Look-Ahead Schedules. These tools account for crew size, equipment type, rates, material types, ingress/egress, traffic control, sequencing, and subcontractor involvement. We believe that proper planning and subsequent execution is the secret to controlling our construction costs.

**e. Project Management and Team Organization:** The process of planning and constructing your project will be the culmination of Haydon's comprehensive and integrated pre-construction and construction services. Our project management approach is based upon team consistency and commitment. Haydon's philosophy ensures that the team proposed to perform your project will be the same team that works with you throughout all project stages, and will remain with you until project close-out.

**Cub Carter (Sr. Project Manager)** will be the single point of contact for both phases. All team members will report directly to Cub. Cub will provide a seamless transition as he will manage both pre-construction and construction phases.

**Tracy Schmuker (Project Manager)** will be responsible for managing, directing, and coordinating onsite construction activities, and assisting Fritz during pre-construction. As the primary point of contact, he will work directly with the City, owner's representative, design team, and field personnel to ensure work is completed on schedule and in accordance with all requirements.

**Fritz Behrhorst (Pre-Construction Director / Chief Estimator)** will lead Haydon's pre-construction efforts in the areas of budgeting, value engineering, and technical review. He will attend all critical team meetings with support from **Scott Brotherson, Estimating Manager.**

**Matt Herrmann (Project Superintendent)** will be responsible for day-to-day onsite management for the community and resource center components, project documentation, directing and coordinating onsite construction activities, managing quality control, constructability reviews during pre-construction, and assisting our Safety Director in developing and maintaining a site and project-specific safety plan.

**Wayne Warner (Construction Engineer)** will assist Tracy in onsite day-to-day management functions. He will interface with local residents and facilities to maintain open lines of communication with all project stakeholders. Wayne is currently serving as Project Engineer on Avondale's Festival Fields project.

**f. Bid Package Management:** Haydon utilizes an extremely thorough bid process to ensure the right subcontractors are solicited for the scope(s) of work that not only best suit their skillsets, but ensures the most scope coverage and best price possible. Ensuring the most qualified and competitive subcontractors are employed for each scope of work is the first line of defense in mitigating risk on your project. The second, and equally important step in mitigating risk is to ensure that each scope of work is clearly defined and that the work will be executed by the construction team in the same manner that it is being bid by the subcontractor community. Our extensive bid instruction packages include very detailed and specific information regarding scope delineation, scheduling and sequencing expectations, and pertinent information gleaned through the pre-construction process that eliminates any possibility of confusion regarding specific scope objectives. Finally, ensuring manpower expectations are understood and agreed to up-front, eliminates the risk of not having available manpower when needed. The culmination of these extensive efforts ensures that the project is staffed with the most qualified and available subcontractors, that are fully invested in the project schedule and strategy, at the very best price the market can bear.

**g. Management of Overhead Costs:** Based upon our team's extensive experience with this type of project, we understand that project demands on day one are quite different from those on the final day of close-out. Based on this experience, we evaluate the project's demands and requirements, and staff the project appropriately as work progresses through pre-construction and construction. We will put an office onsite to oversee field staff and add or subtract resources as the project progresses to efficiently and properly manage the work. Our approach balances the staffing needs for the project with the best overall value for the owner.

**h. Managing Subcontractors:** While bringing on the right subcontractor is vital, it is our job to manage them properly. Through careful scheduling and close coordination, Haydon assures its subcontractors that they will have adequate access and opportunity to perform their work correctly, efficiently, and with quality. Each of our subcontractors will work under a well-defined scope, with a set schedule, and a thorough understanding of the quality, safety, and performance goals expected.

**i. Quality Control:** At each project step, we will establish a well-defined set of objectives to meet. Our service quality will be measured against those objectives. During design, Project Manager Tracy Schmuker will work with Haydon's project team in establishing and maintaining the quality of our service. During construction, Project Superintendent Matt Herrmann will be responsible for all onsite quality, assuring the work in place is continuously inspected and verified against the standard of quality established.

**j. Safety:** Haydon demands the highest of safety standards within our organization. Our full-time corporate Safety Director, James Harbor, leads the safety department. His responsibilities include: developing a site-specific safety program, mentoring / educating subs, maintaining a safe work site, proactive public relations, and safe access for the public at all times. Our Safety Program has been developed to assure compliance with all Federal, State, and local regulations, with particular emphasis on the Occupational Health Act of 1970 (OSHA), and the OSHA requirements that apply to our construction operations. **Haydon maintains an excellent E-MOD factor of 0.89.**

**k. Dispute Resolution:** Haydon is structured to handle project issues before they become disputes. In the unlikely event that an issue becomes a dispute, we will utilize a formal dispute resolution plan that we create during pre-construction. Also, Haydon Principal Les Keeble is authorized to make all decisions on behalf of Haydon.

## 3 | SUBCONTRACTOR SELECTION PLAN

We believe that the best way to achieve balance between cost and quality is to partner with the most proven subcontractors for the project. We understand that a large part of project success will depend on the selection and management of our subcontractors and vendors. Accordingly, our subcontractors will be selected through a qualifications and pricing competition, in accordance with Ariz. Rev. Stat. § 34-601 et seq. requirements. Due to the complex nature of this project, we may recommend that some major or specialized subcontractors be selected early in design. The benefit of this approach is two-fold: 1) the input of key subcontractors can be invaluable in producing an efficient and well-coordinated design, and 2) the early selection of some key trades can expedite the project by facilitating preparation of shop drawings and early procurement of long-lead items. Please see **Figure B below** for our seven-step subcontractor selection process.

**Figure B:** *Haydon s Subcontractor Selection Plan*

1. **ASSESSMENT:** Review and pre-qualify subcontractors in Haydon Managed Database
2. **APPROVAL:** Submit list of pre-qualified subcontractors to owner for approval
3. **DOCUMENTATION:** Issue documents to pre-qualified subcontractors and vendors
4. **RESPONSE:** Respond to bidding questions and RFIs
5. **BIDDERS MEETING:** Haydon conducts a pre-award meeting for selected bidders (optional)
6. **NOTIFICATION:** Haydon notifies owner of recommended subcontractors and vendors
7. **CONTRACT:** Subcontract or purchase orders are issued to subcontractors

## SCHEDULE NARRATIVE

After a thorough review of the goals for this project, we believe that completion of both the new Civic Center Facility and the renovations of the existing facility(s) could be achieved by June 2021, provided your CMAR and design team are focused and invested in the process from the outset. Haydon's approach to ensuring this focus and commitment is to guide the design and decision-making process from Day 1 in a way that affords the design and ownership teams the maximum amount of time in each of the critical design decision-making phases, while still ensuring that the overall project stays within the allotted budget and the timeframes established from the outset.

Haydon's philosophy to manage such an ambitious goal is to immediately develop a Critical Path Design, Permitting, and Construction Schedule that encompasses all major milestones required to reach each successive milestone, with realistic durations for each activity, that ensures all team members understand their decision-making time constraints for every critical activity leading from Concept to Completion. This schedule will be developed with buy-in from all team members and will act as the roadmap to success, holding each team member accountable for their individual deliverables and decision timelines. In our experience, once all members of a team are committed to a common goal and invested in their part in the process, the team functions at an extremely high level, ensuring a proper sense of urgency is placed in the appropriate place at all times through the process.

Our team has reviewed your project in great detail and developed an initial milestone schedule that illustrates what we believe is the best approach to achieve both completion goals. Please see the preliminary schedule on **page 12**. The first construction task we will perform begins in pre-construction, well in advance of the earthwork and utility design. This task involves mitigating risk to the schedule and budget by confirming all our assumptions on the existing site. Haydon will utilize our state-of-the-art equipment and expertise to take a topographic survey of the project site, in order to verify that all assumed onsite conditions are in line with actual conditions. After that, we will locate all existing utilities to confirm that our understanding of these utilities is correct. Avoiding surprises and verifying the game plan is an essential component to mitigating risk on the project from the outset.

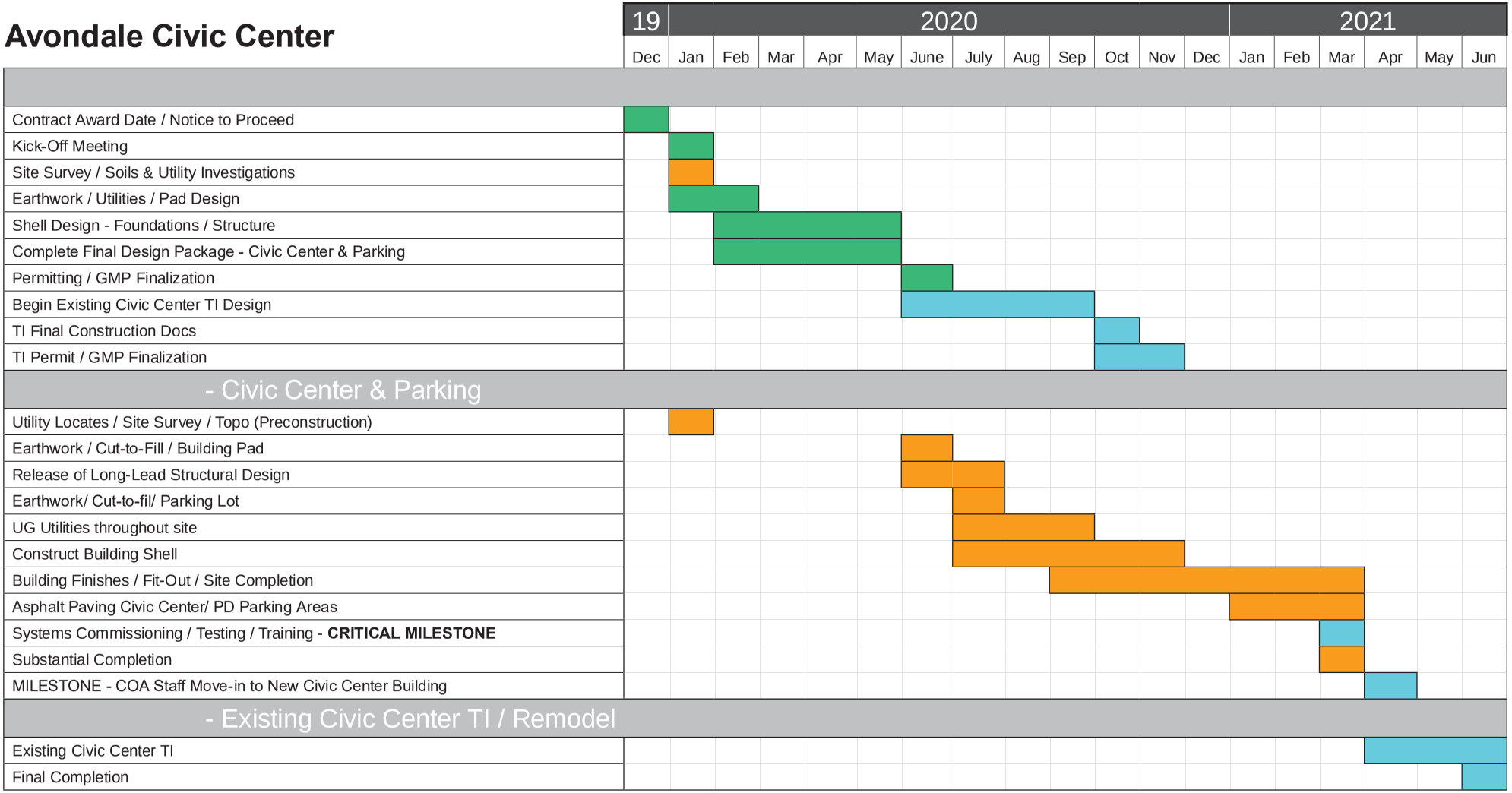
After verifying the location and capacity of existing utilities as well as the existing site topography, efficient planning for abandonment, relocation, and installation of the utilities onsite is the next critical focal point. Storm drain, sewer, water, primary power, and general site lighting and irrigation are all critical elements to the project completion dates and can be major cost drivers if not designed efficiently with accurate information. Concurrently with utility and earthwork design, the overall building shell design and programming for the interior fit-out will be ongoing towards finalizing the overall construction documents. Throughout this entire process, Haydon will be constantly evaluating the design concepts being contemplated in the context of the overall budget, to ensure that the design and budget are always maintaining alignment. The goal of this entire process is to parse the design into manageable pieces so that each discipline is always working within the context of both the budget and the schedule, while the key decision-makers have real-time, relevant information to rely upon while prioritizing project goals.

Once Construction Documents are completed and a GMP is finalized, construction of the new Civic Center Office Building and Secure Parking Lot Facility can begin. The optimal approach to this build-out is to get through structure to a dried-in shell as quickly and efficiently as possible, allowing the maximum amount of time possible for the critical fit-out of the space. In order to achieve an orderly relocation of existing staff and have the proper time for the renovation of the existing Civic Center, focusing on the critical fit-out of the new Civic Center space is the key to the success of this project. Allowing optimal time for critical completion milestones such as building acclimation, controls integration, and systems start-up, commissioning and user training ensures that these critical functional components of the building are well thought-out, not rushed, and properly installed for their intended use, well in advance of the completion date.

Further, allowing more time for quality control during the installation of high-end architectural finishes ensures a facility that "pops" and achieves the signature architectural intent of the project. When a project is rushed to the finish line, the quality of the finished product can be compromised and the move-in experience for the client and end-user(s) suffers. Haydon's tried-and-true approach to focusing on the end from the beginning of the project ensures a robust and positive completion experience and brings about efficiencies that ensures the goals of the project will be met or exceeded. We believe your Civic Center Office Building project will benefit greatly from this approach and look forward to the opportunity to execute this plan in the service of the City of Avondale.

**Assumptions include the following:** all utilities/infrastructure are onsite or within the adjacent roadways; that we can build the secured parking lot and the new Civic Center concurrently, and that there is a pre-determined location for temporary parking; and that normal working hours will be Monday-Friday.

# Avondale Civic Center



# CUB CARTER

## SR. PROJECT MANAGER

**YEARS EXPERIENCE**
26 Years at Haydon /
39 Years Total Experience

**EDUCATION & CERTIFICATIONS**
BS, Construction
Arizona State University

### SELECT PROJECT EXPERIENCE AS SR. PROJECT MANAGER

**El Mirage City Hall CMAR -** *El Mirage, AZ*
22,000 SF two-story city hall. $7.6M
*Owner/Reference: Dr. Spencer Isom, City Manager, City of El Mirage; (623) 876-2940*

**Peoria Development & Community Services Building D/B -** *Peoria, AZ*
75,000 SF facility. $19.3M
*Owner/Reference: Ed Striffler, Design and Construction Manager, City of Peoria; (623) 773-7721*

**Haydon Building Corp Corporate Headquarters D/B -** *Phoenix, AZ*
22,000 SF two-story office building. $4.0M
*Owner/Reference: John Dick, Principal, Dick & Fritsche Design Group; (602) 954-9060*

**Watauga Senior Center CMAR -** *Watauga, TX*
5,300 SF senior center addition. $1.6M
*Owner/Reference: Paul D. Hackleman, P.E., Director of Public Works, City of Watauga; (817) 514-5837*

**City of Casa Grande Municipal Court CMAR -** *Casa Grande, AZ*
10,000 SF facility. $3.2M
*Owner/Reference: Larry Rains, Deputy City Manager, City of Casa Grande; (520) 421-8600*

**City of Peoria Rio Vista Recreation Center & Park Phase II D/B -** *Peoria, AZ*
52,000 SF multi-generational center and 22-acre city park. $19.0M
*Owner/Reference: Andy Granger, Deputy City Manager, City of Peoria; (623) 773-7300*

**City of Phoenix Pecos Community Center & Police Sub-Station CMAR -** *Phoenix, AZ*
40,000 SF community center and full-service police substation. $7.4M
*Owner/Reference: Holly Bosch, Procurement Manager, City of Phoenix; (602) 683-3862*

**Peoria Police Patrol Services Building D/B -** *Peoria, AZ*
17,000 SF police precinct building. $8.0M
*Owner/Reference: Andy Granger, Deputy City Manager, City of Peoria; (623) 773-7300*

# TRACY SCHMUKER
## PROJECT MANAGER

### YEARS EXPERIENCE
1 Year at Haydon /
12 Years Total Experience

### EDUCATION & CERTIFICATIONS
BS, Business Management
Grand Canyon University

AS, Quality Control
Spartan College of Aeronautics & Technology

OSHA 10-Hour

### SELECT PROJECT EXPERIENCE AS PROJECT MANAGER

**Ottawa University Arizona Athletic Complex Phases II & III -** *Surprise, AZ*
42,000 SF three-story athletic complex and a 20,000 SF recreation building. $17M
*Owner/Reference: Keith Johnson, Chief Operating Officer, Ottawa University Arizona; (623) 233-7553*

**Avondale Festival Fields Park Expansion & Renovation D/B -** *Avondale, AZ*
30-acre park expansion and improvements. $17.5M
*Owner/Reference: Kirk Haines, Parks, Recreation & Libraries Director, City of Avondale; (623) 333-2400*

**City of Mesa Hohokam / Fitch Park Improvements CMAR -** *Mesa, AZ*
Spring training facility and year around training/ rehabilitation center for the Oakland As. $25.0M*
*Owner/Reference: Will Warman, Engineering Chief Inspector, City of Mesa; (480) 644-2251*

**Mesa Pioneer Park Improvements CMAR -** *Mesa, AZ*
Improvements to an existing 18-acre park. $5.8M
*Owner/Reference: Roxana Rojo Yantos, Project Manager, City of Mesa; (480) 644-4836*

**Mesa Fire Station #203 CMAR -** *Mesa, AZ*
Ground up new build project including ICF/ CMU construction, structural steel, landscape, hardscape, G2 Fire Alarm Communication System, and hi-end finishes throughout. $ 4.5M*
*Owner/Reference: Pat Miller, Management Assistant, City of Mesa Fire Department; (480) 644-2101*

**City of Mesa Police Department Holding Facility Improvements CMAR - Mesa, AZ**
Holding facility upgrades including a new HVAC system, security cameras, new holding cell layout, and extensive electrical upgrades. $2.0M*
*Owner/Reference: Will Warman, Engineering Chief Inspector, City of Mesa; (480) 644-2251*

**City of Mesa Health and Wellness Center JOC - Mesa, AZ**
Tenant Improvement including demo of the existing build-out and complete reconstruction of the new wellness center layout. $800K*
*Owner/Reference: Will Warman, Engineering Chief Inspector, City of Mesa; (480) 644-2251*

**Pima-Maricopa Irrigation Project & Gila River Indian Community Interpretive Trail and Education Center CMAR - GRIC, AZ**
Community park located in Sacaton AZ includes walking trails, cultural information signage, restroom building, and 18 acre aquifer recharge site. $1.9M*
*Owner/Reference: David DeJong, Director, Pima-Maricopa Irrigation Project; (520) 562-6799*

**Performed prior to employment with Haydon Building Corp.*

# FRITZ BEHRHORST, LEED AP
## PRE-CONSTRUCTION DIRECTOR

**YEARS EXPERIENCE**
26 Years at Haydon /
36 Years Total Experience

**EDUCATION & CERTIFICATIONS**
BS, Construction Engineering
Kansas State University

### SELECT PROJECT EXPERIENCE AS PRE-CONSTRUCTION DIRECTOR

**El Mirage City Hall CMAR -** *El Mirage, AZ*
22,000 SF two-story city hall. $7.6M
*Owner/Reference: Dr. Spencer Isom, City Manager, City of El Mirage; (623) 876-2940*

**Peoria Development & Community Services Building D/B -** *Peoria, AZ*
75,000 SF facility. $19.3M
*Owner/Reference: Ed Striffler, Design and Construction Manager, City of Peoria; (623) 773-7721*

**Ottawa University Arizona Athletic Complex Phases II & III -** *Surprise, AZ*
42,000 SF three-story athletic complex and a 20,000 SF recreation building. $17.0M
*Owner/Reference: Keith Johnson, Chief Operating Officer, Ottawa University Arizona; (623) 233-7553*

**Southeast Valley Regional Association of Realtors (SEVRAR) Professional Association Headquarters Building CMAR -** *Chandler, AZ*
21,000 SF office and conference center. $6.5M
*Owner/Reference: Pam Frestedt, Chief Executive Officer, SEVRAR; (480) 477-5882*

**Haydon Building Corp Corporate Headquarters D/B -** *Phoenix, AZ*
22,000 SF two-story office building. $4.0M
*Owner/Reference: John Dick, Principal, Dick & Fritsche Design Group; (602) 954-9060*

**Watauga Senior Center CMAR -** *Watauga, TX*
5,300 SF senior center addition. $1.6M
*Owner/Reference: Paul D. Hackleman, P.E., Director of Public Works, City of Watauga; (817) 514-5837*

**City of Casa Grande Municipal Court CMAR -** *Casa Grande, AZ*
10,000 SF facility. $3.2M
*Owner/Reference: Larry Rains, Deputy City Manager, City of Casa Grande; (520) 421-8600*

**City of Peoria Rio Vista Recreation Center & Park Phase II D/B -** *Peoria, AZ*
52,000 SF multi-generational center and 22-acre city park. $19.0M
*Owner/Reference: Andy Granger, Deputy City Manager, City of Peoria; (623) 773-7300*

**City of Phoenix Pecos Community Center & Police Sub-Station CMAR -** *Phoenix, AZ*
40,000 SF community center and full-service police substation. $7.4M
*Owner/Reference: Holly Bosch, Procurement Manager, City of Phoenix; (602) 683-3862*

# SCOTT BROTHERSON
## ESTIMATING MANAGER

**YEARS EXPERIENCE**
1 Years at Haydon /
34 Years Total Experience

**EDUCATION & CERTIFICATIONS**
AS, Civil Engineering

Iowa Western
Community College

### SELECT PROJECT EXPERIENCE AS ESTIMATING MANAGER

**Margaret T. Hance Park Phase I Improvements CMAR -** *Phoenix, AZ*
Improvements to an existing 32-acre park and bridge repair. $35.0M
*Owner/Reference: Judy Weiss, Deputy Parks & Recreation Director, City of Phoenix; (602) 262-6862*

**Marana City Hall CMAR -** *Marana, AZ**
113,674 SF new city hall. $17.5M
*Owner/Reference: Patti Comerford, Councilmember, Town of Marana; (520) 382-1908*

**Surprise City Hall CMAR -** *Surprise, AZ**
131,301 SF new city hall. $48.0M
*Owner/Reference: Terry Lowe, Former Project Manager, City of Surprise; (623) 222-6022*

**Maricopa County Sheriff's Office CMAR -** *Phoenix, AZ**
123,479 SF Maricopa county sheriffs headquarters. $47.0M
*Owner/Reference: Rich Wegele, Facilities Management Director, Maricopa County; (602) 506-1141*

**Maricopa County Downtown Courts D/B -** *Phoenix, AZ**
Phoenix, 240,000 sf Maricopa county courts & central offices building. $24.0M
*Owner/Reference: John Dick, Principal, Dick & Fritsche Design Group; (602) 954-9060*

**Maricopa S/W Courts Hard Bid -** *Phoenix, AZ**
76,000 sf Maricopa county courts building.
*Owner/Reference: Joe Salvatore, Principal, Architekon; (480) 894-4637*

**Goodyear Police Station CMAR -** *Goodyear, AZ**
22,696 SF Police Headquarters $5.1M
*Owner/Reference: Regis Reed, former Project Manager with the City of Goodyear; (623) 256-3600*

**Goodyear 911 CMAR -** *Goodyear, AZ**
12,563 SF 911 center. $4.0M
*Owner/Reference: Regis Reed, former Project Manager with the City of Goodyear; (623) 256-3600*

**Goodyear Maintenance CMAR -** *Goodyear, AZ**
12,855 SF field operation maintenance facility. $2.4M
*Owner/Reference: Regis Reed, former Project Manager with the City of Goodyear; (623) 256-3600*

**Performed prior to employment with Haydon Building Corp.*

# MATT HERRMANN
## PROJECT SUPERINTENDENT

**YEARS EXPERIENCE**
25 Years at Haydon /
35 Years Total Experience

**EDUCATION & CERTIFICATIONS**
BS, Industrial Technology
Building Construction
University of Wisconsin

### SELECT PROJECT EXPERIENCE AS PROJECT SUPERINTENDENT

**El Mirage City Hall CMAR -** *El Mirage, AZ*
22,000 SF two-story city hall. $7.6M
*Owner/Reference: Dr. Spencer Isom, City Manager, City of El Mirage; (623) 876-2940*

**Peoria Development & Community Services Building D/B -** *Peoria, AZ*
75,000 SF facility. $19.3M
*Owner/Reference: Ed Striffler, Design and Construction Manager, City of Peoria; (623) 773-7721*

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42,000 SF three-story athletic complex and a 20,000 SF recreation building. $17.0M
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**Southeast Valley Regional Association of Realtors (SEVRAR) Professional Association Headquarters Building CMAR -** *Chandler, AZ*
21,000 SF office and conference center. $6.5M
*Owner/Reference: Pam Frestedt, Chief Executive Officer, SEVRAR; (480) 477-5882*

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*Owner/Reference: Paul D. Hackleman, P.E., Director of Public Works, City of Watauga; (817) 514-5837*

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40,000 SF community center and full-service police substation. $7.4M
*Owner/Reference: Holly Bosch, Procurement Manager, City of Phoenix; (602) 683-3862*

## PART IV. CMAR FIRM INFORMATION FORM

By submitting your Statement of Qualifications, the submitting CMAR Firm certifies that it has reviewed the administrative information and draft of the Construction Manager at Risk Agreement's terms and conditions and, if awarded the Agreement, agrees to be bound thereto.

| | |
|---|---|
| Haydon Building Corp | 86-0782387 |
| CMAR FIRM SUBMITTING SOQ | FEDERAL TAX ID NUMBER |
| Fritz Behrhorst, Vice President | [redacted] |
| PRINTED NAME AND TITLE | AUTHORIZED SIGNATURE |
| 4640 E. Cotton Gin Loop | (602) 296-1496 (602) 297-6972 |
| ADDRESS | TELEPHONE FAX # |
| Phoenix AZ 85040 | October 23, 2019 |
| CITY STATE ZIP | DATE |

WEB SITE: www.haydonbc.com

EMAIL ADDRESS: fbehrhorst@haydonbc.com

MINORITY/WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
_____ Women-Owned Business Enterprise (WBE)
_____ Minority Business Enterprise (MBE)
_____ Small Business Enterprise (SBE)

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? No

If yes, please provide details and documentation of the certification.

# STATE OF ARIZONA

## Office of the

# Registrar of Contractors

This is to Certify that:

HAYDON BUILDING CORP

formerly known as BUILDING DIVISION (S D B INC BUILDING DIVISION DB)

is the holder of a Class B-01 license. Issued on the 10th day of July, 1995, which permits the Licensee to pursue the business of

Commercial GENERAL COMMERCIAL CONTRACTOR

in the State of Arizona under LICENSE No.: 108085

This further Certifies that the request for change in business name is hereby granted and duly recorded.

Given under my hand and the seal of the Registrar of Contractors, Phoenix, Arizona, on the 04th day of September, 1998.

Arizona Registrar of Contractors • 1931 •

LICENSE EFFECTIVE THROUGH: 6/30/2021
STATE OF ARIZONA
**Registrar of Contractors** CERTIFIES THAT
Haydon Building Corp

CONTRACTORS LICENSE NO. ROC 108085 CLASS B-1

General Commercial
General Commercial Contractor

THIS CARD MUST BE PRESENTED UPON DEMAND

[redacted]

JEFF FLEETHAM, DIRECTOR

[redacted]

*Director*

# STATE OF ARIZONA

## Office of the

# Registrar of Contractors

This is to Certify that:

HAYDON BUILDING CORP

formerly known as BUILDING DIVISION (S D B INC BUILDING DIVISION DB)

is the holder of a Class A- license. Issued on the 14th day of August, 1995, which permits the Licensee to pursue the business of

Commercial GENERAL ENGINEERING

in the State of Arizona under LICENSE No.: 108937

This further Certifies that the request for change in business name is hereby granted and duly recorded.

Given under my hand and the seal of the Registrar of Contractors, Phoenix, Arizona, on the 04th day of September, 1998.

Arizona Registrar of Contractors • 1931 •

LICENSE EFFECTIVE THROUGH: 7/31/2021
STATE OF ARIZONA
**Registrar of Contractors** CERTIFIES THAT
Haydon Building Corp

CONTRACTORS LICENSE NO. ROC 108937 CLASS A

General Commercial
General Engineering

THIS CARD MUST BE PRESENTED UPON DEMAND

[redacted]
JEFF FLEETHAM, DIRECTOR

[redacted]
*Director*

EXHIBIT G
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Subcontractor Selection Program]

See following pages.

EXHIBIT H
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Traffic Control Sequencing]

See following pages.

EXHIBIT I
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Allowable General Conditions Cost Line Items]

See following pages.

# ALLOWABLE GENERAL CONDITIONS COST LINE ITEMS

On-Site Project Management Staff
- Safety Coordinator/Assistant(s)
- Project Executive
- Office Engineer(s)
- Project Expeditor(s)
- Assistant Superintendent(s)
- CPM Scheduler
- Superintendent(s)
- Project Manager(s)
- Project Support Staff
- Out-of-State Project Specific Travel*

Bonds and Insurance
- Builder's Risk Insurance
- General Liability Insurance
- Payment and Performance Bonds
- Other Project Insurance as Required by Contract

Temporary Project Utilities
- Non-LEED Recycling Dumpsters
- Project Electricity
- Monthly Telephone / Internet Service
- Street Rental and Barricades
- Fencing and Covered Walkways
- Site Erosion Control (BMP) and Project Entrance(s)
- Temporary Toilets
- Temporary Fire Protection
- Telephone / Internet System Installation
- Temporary Water Distribution and Meters
- Temporary Electrical Distribution and Meters
- Project Water, Ice and Supplements to Prevent Dehydration

Field Offices & Office Supplies
- Partnering Costs
- Job Photos/Videos
- Project Specific Signage
- Postage/Special Shipping
- Project/As-Built (Record) Drawings
- Project Milestone Event(s)*
- Move-In/Out and Office Setup
- Employee Identification System
- Small Tools and Storage Trailers
- Monthly Office Trailer Rental Costs
- Mobilization and Demobilization (Equipment Only)
- First Aid Supplies
- Reproduction Services
- Monthly Office Supplies
- Remote Parking Expenses
- Project Reference Manuals
- Security System/Watchman
- Safety Material and Equipment
- Drinking Water and Accessories (Including Ice)
- Office Clean-Up/Janitorial Services
- Field Engineering

* Specific justification and all estimated costs shall be submitted and approved by the City prior to any travel or event.

EXHIBIT J
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Pre-Construction Cost Summary]

See following pages.

# Haydon Building Corp
# Avondale Civic Center Expansion
# DS 20-021
# Pre-Construction Services

HAYDON

**SCHEDULE OF HOURLY RATES (all rates include overhead, fee, insurance, equipment)**

| | | | |
|---|---|---|---|
| Pre-Construction Director | $ | 138.00 | /hr |
| Pre-Construction Manager | $ | 113.00 | /hr |
| Project Director | $ | 138.00 | /hr |
| Project Manager | $ | 113.00 | /hr |
| Estimator | $ | 110.00 | /hr |
| General Superintendent | $ | 120.00 | /hr |
| Senior Project Superintendent | $ | 113.00 | /hr |
| Project Superintendent | $ | 110.00 | /hr |
| Safety Manager | $ | 110.00 | /hr |
| Project Engineer | $ | 80.00 | /hr |
| Administrative | $ | 73.00 | /hr |
| Virtual Construction/Imaging | $ | 110.00 | /hr |

**ALLOCATION OF PRE-CONSTRUCTION SERVICES COST**

**Civic Center Bldg Shell**

| | |
|---|---|
| Project Initiation / Master Plan | $3,675 |
| 30% Design | $7,554 |
| 60% Design | $13,856 |
| 90% Design | $17,204 |
| 100% Design | $21,338 |
| **Sub total preconstruction services** | **$63,627** |

**Civic Center Bldg TI**

| | |
|---|---|
| Project Initiation / Master Plan | $1,393 |
| 30% Design | $3,458 |
| 60% Design | $6,992 |
| 90% Design | $8,060 |
| 100% Design | $10,952 |
| **Sub total preconstruction services** | **$30,855** |

**City Hall Tenant Improvements**

| | |
|---|---|
| Project Initiation / Master Plan | $0 |
| 30% Design | $527 |
| 60% Design | $979 |
| 90% Design | $1,481 |
| 100% Design | $1,155 |
| **Sub total preconstruction services** | **$4,142** |

| | | |
|---|---|---|
| **ISM Tenant Improvements** | | |
| Project Initiation / Master Plan | $0 | |
| 30% Design | $1,131 | |
| 60% Design | $1,180 | |
| 90% Design | $1,858 | |
| 100% Design | $2,351 | |
| **Sub total preconstruction services** | **$6,520** | |
| **Secured Parking Expansion** | | |
| Project Initiation / Master Plan | $0 | |
| 30% Design | $1,130 | |
| 60% Design | $678 | |
| 90% Design | $678 | |
| 100% Design | $1,908 | |
| **Sub total preconstruction services** | **$4,394** | |
| **TOTAL PRECONSTRUCTION SERVICES** | | **$109,538** |
| **ALLOCATION OF PLAN REPRODUCTION BUDGET** | | |
| Civic Center Bldg Shell | $600 | |
| Civic Center Bldg TI | $400 | |
| City Hall Tenant Improvements | $100 | |
| ISM Tenant Improvements | $200 | |
| Secured Parking Expansion | $100 | |
| **Total Plan Reproduction** | | **$1,400** |
| **OTHER SERVICES** | | |
| **Site investigations** | **$4,000** | |
| **Allowance for Added Services** | **$5,000** | |
| **Total Other Services** | | **$9,000** |
| **GRAND TOTAL PRECONSTRUCTION SERVICES** | | **$119,938** |

**Avondale Civic Center Expansion - Office Building Shell**

**Schedule Of Pre-Construction Services / Manpower Loading**

HAYDON

| Position | Program | 30% Design | 60% Design | 90% Design | 100% Design | | Master Plan | 30% Design | 60% Design | 90% Design | 100% Design | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Pre-Award Preparation** | | | | | | | | | | | | **$502** |
| Precon Director | 2 | | | | | $138.00 | $276 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 2 | | | | | $113.00 | $226 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Project Kickoff Meeting** | | | | | | | | | | | | **$502** |
| Precon Director | 2 | | | | | $138.00 | $276 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 2 | | | | | $113.00 | $226 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Preparation of the Master Schedule** | | | | | | | | | | | | **$477** |
| Precon Director | 1 | | | | | $138.00 | $138 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 3 | | | | | $113.00 | $339 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Regular Project Meetings** | | | | | | | | | | | | **$9,538** |
| Precon Director | 4 | 6 | 12 | 12 | 4 | $138.00 | $552 | $828 | $1,656 | $1,656 | $552 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 4 | 6 | 12 | 12 | 4 | $113.00 | $452 | $678 | $1,356 | $1,356 | $452 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Site Investigations** | | | | | | | | | | | | **$1,180** |
| Precon Director | | 2 | | | | $138.00 | $0 | $276 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 2 | | | 2 | $113.00 | $0 | $226 | $0 | $0 | $226 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | 2 | | | 2 | $113.00 | $0 | $226 | $0 | $0 | $226 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Periodic Plan/Constructability Reviews** | | | | | | | | | | | | **$5,736** |
| Precon Director | | 3 | 3 | 8 | 3 | $138.00 | $0 | $414 | $414 | $1,104 | $414 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 3 | 6 | 6 | 3 | $113.00 | $0 | $339 | $678 | $678 | $339 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | 3 | 6 | 3 | $113.00 | $0 | $0 | $339 | $678 | $339 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Virtual Construction/Imaging Model** | | | | | | | | | | | | **$4,586** |
| Precon Director | | 1 | 2 | 2 | 1 | $138.00 | $0 | $138 | $276 | $276 | $138 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 1 | 2 | 2 | 1 | $113.00 | $0 | $113 | $226 | $226 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Virtual Construction/Imaging | | 4 | 8 | 12 | 4 | $110.00 | $0 | $440 | $880 | $1,320 | $440 | |
| **Virtual Construction/Imaging Coordination** | | | | | | | | | | | | **$4,466** |
| Precon Director | | 2 | 2 | 4 | 2 | $138.00 | $0 | $276 | $276 | $552 | $276 | |
| Precon Manager | | 2 | 2 | 4 | 2 | $113.00 | $0 | $226 | $226 | $452 | $226 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | 3 | 2 | $120.00 | $0 | $0 | $0 | $360 | $240 | |
| Senior Project Superintendent | | 2 | 2 | 6 | 2 | $113.00 | $0 | $226 | $226 | $678 | $226 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Virtual Construction/Imaging | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| **Prepare Project Estimates** | | | | | | | | | | | | **$14,836** |
| Precon Director | 4 | 8 | 14 | 16 | | $138.00 | $552 | $1,104 | $1,932 | $2,208 | $0 | |
| Precon Manager | | 6 | 30 | 36 | | $113.00 | $0 | $678 | $3,390 | $4,068 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 2 | 2 | 2 | 2 | | $113.00 | $226 | $226 | $226 | $226 | $0 | |

**Avondale Civic Center Expansion - Office Building Shell**

**Schedule Of Pre-Construction Services / Manpower Loading**

HAYDON

| Position | Program | 30% Design | 60% Design | 90% Design | 100% Design | | Master Plan | 30% Design | 60% Design | 90% Design | 100% Design | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Prepare/Update Construction Management Plan** | | | | | | | | | | | | **$1,156** |
| Precon Manager | 1 | | | | | $113.00 | $113 | $0 | $0 | $0 | $0 | |
| Project Manager | 2 | 1 | 1 | 1 | 1 | $113.00 | $226 | $113 | $113 | $113 | $113 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | 1 | 1 | 1 | 1 | 1 | $73.00 | $73 | $73 | $73 | $73 | $73 | |
| **Value Engineering Evaluations** | | | | | | | | | | | | **$3,590** |
| Precon Director | | 2 | 2 | 2 | 2 | $138.00 | $0 | $276 | $276 | $276 | $276 | |
| Precon Manager | | 4 | 4 | 6 | 4 | $113.00 | $0 | $452 | $452 | $678 | $452 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 1 | 1 | 1 | 1 | $113.00 | $0 | $113 | $113 | $113 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| **Update Schedule** | | | | | | | | | | | | **$452** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 1 | 1 | 1 | 1 | $113.00 | $0 | $113 | $113 | $113 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Develop Site Utilization, Safety, Security & Access Plans** | | | | | | | | | | | | **$1,544** |
| Precon Director | | | | | 1 | $138.00 | $0 | $0 | $0 | $0 | $138 | |
| Precon Manager | | | | | 2 | $113.00 | $0 | $0 | $0 | $0 | $226 | |
| Project Director | | | | | 2 | $138.00 | $0 | $0 | $0 | $0 | $276 | |
| Project Manager | | | | | 4 | $113.00 | $0 | $0 | $0 | $0 | $452 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | 4 | $113.00 | $0 | $0 | $0 | $0 | $452 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Evaluate and Recommend Pre-Purchas** | | | | | | | | | | | | **$615** |
| Precon Director | | | 1 | | | $138.00 | $0 | $0 | $138 | $0 | $0 | |
| Precon Manager | | | 1 | | | $113.00 | $0 | $0 | $113 | $0 | $0 | |
| Project Director | | | 1 | | | $138.00 | $0 | $0 | $138 | $0 | $0 | |
| Project Manager | | | 1 | | | $113.00 | $0 | $0 | $113 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | 1 | | | $113.00 | $0 | $0 | $113 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| **Qualify, Bid and Recap Sub-Bids** | | | | | | | | | | | | **$6,212** |
| Precon Director | | | | | 12 | $138.00 | $0 | $0 | $0 | $0 | $1,656 | |
| Precon Manager | | | | | 30 | $113.00 | $0 | $0 | $0 | $0 | $3,390 | |
| Project Director | | | | | 2 | $138.00 | $0 | $0 | $0 | $0 | $276 | |
| Project Manager | | | | | 2 | $113.00 | $0 | $0 | $0 | $0 | $226 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | 2 | $113.00 | $0 | $0 | $0 | $0 | $226 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | 6 | $73.00 | $0 | $0 | $0 | $0 | $438 | |
| **Award, Prepare and Process Subcontacts** | | | | | | | | | | | | **$8,235** |
| Precon Director | | | | | 16 | $138.00 | $0 | $0 | $0 | $0 | $2,208 | |
| Precon Manager | | | | | 40 | $113.00 | $0 | $0 | $0 | $0 | $4,520 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | 3 | $113.00 | $0 | $0 | $0 | $0 | $339 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | 16 | $73.00 | $0 | $0 | $0 | $0 | $1,168 | |
| **SUBTOTAL PRE-CONSTRUCTION SERVICES** | | | | | | | **$3,675** | **$7,554** | **$13,856** | **$17,204** | **$21,338** | **$63,627** |

**Avondale Civic Center Expansion - Office Building TI**

**Schedule Of Pre-Construction Services / Manpower Loading**

HAYDON

| Position | Program | 30% Design | 60% Design | 90% Design | 100% Design | | Master Plan | 30% Design | 60% Design | 90% Design | 100% Design | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Preparation of the Master Schedule** | | | | | | | | | | | | **$226** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 2 | | | | | $113.00 | $226 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Regular Project Meetings** | | | | | | | | | | | | **$4,769** |
| Precon Director | 2 | 3 | 6 | 6 | 2 | $138.00 | $276 | $414 | $828 | $828 | $276 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 2 | 3 | 6 | 6 | 2 | $113.00 | $226 | $339 | $678 | $678 | $226 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Periodic Plan/Constructability Reviews** | | | | | | | | | | | | **$1,958** |
| Precon Director | | 1 | 1 | 3 | 1 | $138.00 | $0 | $138 | $138 | $414 | $138 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 1 | 2 | 2 | 1 | $113.00 | $0 | $113 | $226 | $226 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | 1 | 2 | 1 | $113.00 | $0 | $0 | $113 | $226 | $113 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Virtual Construction/Imaging Model** | | | | | | | | | | | | **$2,544** |
| Precon Director | | 1 | 1 | 1 | 1 | $138.00 | $0 | $138 | $138 | $138 | $138 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 1 | 1 | 1 | 1 | $113.00 | $0 | $113 | $113 | $113 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Virtual Construction/Imaging | | 2 | 4 | 6 | 2 | $110.00 | $0 | $220 | $440 | $660 | $220 | |
| **Virtual Construction/Imaging Coordina** | | | | | | | | | | | | **$1,483** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | 1 | 1 | 2 | 1 | $113.00 | $0 | $113 | $113 | $226 | $113 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | 1 | 1 | $120.00 | $0 | $0 | $0 | $120 | $120 | |
| Senior Project Superintendent | | 1 | 1 | 3 | 1 | $113.00 | $0 | $113 | $113 | $339 | $113 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Virtual Construction/Imaging | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| **Prepare Project Estimates** | | | | | | | | | | | | **$8,786** |
| Precon Director | 4 | 6 | 7 | 9 | | $138.00 | $552 | $828 | $966 | $1,242 | $0 | |
| Precon Manager | | 4 | 18 | 20 | | $113.00 | $0 | $452 | $2,034 | $2,260 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | 1 | 1 | 1 | 1 | | $113.00 | $113 | $113 | $113 | $113 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Value Engineering Evaluations** | | | | | | | | | | | | **$1,117** |
| Precon Director | | 1 | 1 | 1 | 1 | $138.00 | $0 | $138 | $138 | $138 | $138 | |
| Precon Manager | | 1 | 1 | 2 | 1 | $113.00 | $0 | $113 | $113 | $226 | $113 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| **Update Schedule** | | | | | | | | | | | | **$339** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 1 | 1 | 1 | | $113.00 | $0 | $113 | $113 | $113 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Evaluate and Recommend Pre-Purchased Materials & Equipr** | | | | | | | | | | | | **$615** |

**Avondale Civic Center Expansion - Office Building TI**

**Schedule Of Pre-Construction Services / Manpower Loading**

HAYDON

| Position | Program | 30% Design | 60% Design | 90% Design | 100% Design | | Master Plan | 30% Design | 60% Design | 90% Design | 100% Design | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Precon Director | | | 1 | | | $138.00 | $0 | $0 | $138 | $0 | $0 | |
| Precon Manager | | | 1 | | | $113.00 | $0 | $0 | $113 | $0 | $0 | |
| Project Director | | | 1 | | | $138.00 | $0 | $0 | $138 | $0 | $0 | |
| Project Manager | | | 1 | | | $113.00 | $0 | $0 | $113 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | 1 | | | $113.00 | $0 | $0 | $113 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | | | | | | | |
| **Qualify, Bid and Recap Sub-Bids** | | | | | | | | | | | | **$3,568** |
| Precon Director | | | | | 8 | $138.00 | $0 | $0 | $0 | $0 | $1,104 | |
| Precon Manager | | | | | 16 | $113.00 | $0 | $0 | $0 | $0 | $1,808 | |
| Project Director | | | | | 1 | $138.00 | $0 | $0 | $0 | $0 | $138 | |
| Project Manager | | | | | 1 | $113.00 | $0 | $0 | $0 | $0 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | 1 | $113.00 | $0 | $0 | $0 | $0 | $113 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | 4 | $73.00 | $0 | $0 | $0 | $0 | $292 | |
| | | | | | | | | | | | | |
| **Award, Prepare and Process Subcontacts** | | | | | | | | | | | | **$5,450** |
| Precon Director | | | | | 8 | $138.00 | $0 | $0 | $0 | $0 | $1,104 | |
| Precon Manager | | | | | 30 | $113.00 | $0 | $0 | $0 | $0 | $3,390 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | 2 | $113.00 | $0 | $0 | $0 | $0 | $226 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | 10 | $73.00 | $0 | $0 | $0 | $0 | $730 | |
| | | | | | | | | | | | | |
| **SUBTOTAL PRE-CONSTRUCTION SERVICES** | | | | | | | **$1,393** | **$3,458** | **$6,992** | **$8,060** | **$10,952** | **$30,855** |

**Avondale Civic Center Expansion - City Hall TI**

**Schedule Of Pre-Construction Services / Manpower Loading**

HAYDON

| Position | Program | 30% Design | 60% Design | 90% Design | 100% Design | | Master Plan | 30% Design | 60% Design | 90% Design | 100% Design | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Regular Project Meetings** | | | | | | | | | | | | **$1,004** |
| Precon Director | | 1 | 1 | 1 | 1 | $138.00 | $0 | $138 | $138 | $138 | $138 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 1 | 1 | 1 | 1 | $113.00 | $0 | $113 | $113 | $113 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | | | | | | | |
| **Prepare Project Estimates** | | | | | | | | | | | | **$1,732** |
| Precon Director | | 2 | 2 | 2 | | $138.00 | $0 | $276 | $276 | $276 | $0 | |
| Precon Manager | | | 4 | 4 | | $113.00 | $0 | $0 | $452 | $452 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | | | | | | | |
| **Develop Site Utilization, Safety, Security & Access Plans** | | | | | | | | | | | | **$502** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | 2 | | $138.00 | $0 | $0 | $0 | $276 | $0 | |
| Project Manager | | | | 2 | | $113.00 | $0 | $0 | $0 | $226 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | | | | | | | |
| **Qualify, Bid and Recap Sub-Bids** | | | | | | | | | | | | **$452** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | 4 | $113.00 | $0 | $0 | $0 | $0 | $452 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | | | | | | | |
| **Award, Prepare and Process Subcontacts** | | | | | | | | | | | | **$452** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | 4 | $113.00 | $0 | $0 | $0 | $0 | $452 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| | | | | | | | | | | | | |
| **SUBTOTAL PRE-CONSTRUCTION SERVICES** | | | | | | | **$0** | **$527** | **$979** | **$1,481** | **$1,155** | **$4,142** |

**Avondale Civic Center Expansion - ISM Building TI**

**Schedule Of Pre-Construction Services / Manpower Loading**

HAYDON

| Position | Program | 30% Design | 60% Design | 90% Design | 100% Design | | Master Plan | 30% Design | 60% Design | 90% Design | 100% Design | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Regular Project Meetings** | | | | | | | | | | | | **$1,757** |
| Precon Director | | 2 | 2 | 2 | 1 | $138.00 | $0 | $276 | $276 | $276 | $138 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 2 | 2 | 2 | 1 | $113.00 | $0 | $226 | $226 | $226 | $113 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| **Site Investigations** | | | | | | | | | | | | **$516** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | 2 | | | | $138.00 | $0 | $276 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | 2 | | | | $120.00 | $0 | $240 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Prepare Project Estimates** | | | | | | | | | | | | **$1,695** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | 1 | 6 | 8 | | $113.00 | $0 | $113 | $678 | $904 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Develop Site Utilization, Safety, Security & Access Plans** | | | | | | | | | | | | **$452** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | 2 | | $113.00 | $0 | $0 | $0 | $226 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | 2 | | $113.00 | $0 | $0 | $0 | $226 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Qualify, Bid and Recap Sub-Bids** | | | | | | | | | | | | **$1,050** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | 8 | $113.00 | $0 | $0 | $0 | $0 | $904 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | 2 | $73.00 | $0 | $0 | $0 | $0 | $146 | |
| **Award, Prepare and Process Subcontacts** | | | | | | | | | | | | **$1,050** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | 8 | $113.00 | $0 | $0 | $0 | $0 | $904 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | 2 | $73.00 | $0 | $0 | $0 | $0 | $146 | |
| **SUBTOTAL PRE-CONSTRUCTION SERVICES** | | | | | | | **$0** | **$1,131** | **$1,180** | **$1,858** | **$2,351** | **$6,520** |

**Avondale Civic Center Expansion - Secured Parking Expansion**

**Schedule Of Pre-Construction Services / Manpower Loading**

HAYDON

| Position | Program | 30% Design | 60% Design | 90% Design | 100% Design | | Master Plan | 30% Design | 60% Design | 90% Design | 100% Design | Total |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| **Site Investigations** | | | | | | | | | | | | **$452** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 2 | | | | $113.00 | $0 | $226 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | 2 | | | | $113.00 | $0 | $226 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Prepare Project Estimates** | | | | | | | | | | | | **$1,582** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | 2 | 6 | 6 | | $113.00 | $0 | $226 | $678 | $678 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Develop Site Utilization, Safety, Security & Access Plans** | | | | | | | | | | | | **$452** |
| Precon Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Precon Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | 2 | | | | $113.00 | $0 | $226 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | 2 | | | | $113.00 | $0 | $226 | $0 | $0 | $0 | |
| Project Engineer | | | | | | $80.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Qualify, Bid and Recap Sub-Bids** | | | | | | | | | | | | **$954** |
| Precon Director | | | | | 2 | $138.00 | $0 | $0 | $0 | $0 | $276 | |
| Precon Manager | | | | | 6 | $113.00 | $0 | $0 | $0 | $0 | $678 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **Award, Prepare and Process Subcontacts** | | | | | | | | | | | | **$954** |
| Precon Director | | | | | 2 | $138.00 | $0 | $0 | $0 | $0 | $276 | |
| Precon Manager | | | | | 6 | $113.00 | $0 | $0 | $0 | $0 | $678 | |
| Project Director | | | | | | $138.00 | $0 | $0 | $0 | $0 | $0 | |
| Project Manager | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| General Superintendent | | | | | | $120.00 | $0 | $0 | $0 | $0 | $0 | |
| Senior Project Superintendent | | | | | | $113.00 | $0 | $0 | $0 | $0 | $0 | |
| Estimator | | | | | | $110.00 | $0 | $0 | $0 | $0 | $0 | |
| Administrative | | | | | | $73.00 | $0 | $0 | $0 | $0 | $0 | |
| **SUBTOTAL PRE-CONSTRUCTION SERVICES** | | | | | | | **$0** | **$1,130** | **$678** | **$678** | **$1,908** | **$4,394** |

EXHIBIT K
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____(Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20___, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20___.

_____
Principal Seal

By:_____

_____
Surety Seal

By:_____

_____
Agency of Record

EXHIBIT L
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
HAYDON BUILDING CORPORATION

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____(Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20___, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20___.

_____
Principal Seal

By:_____

_____
Surety Seal

By:_____

_____
Agency of Record

Item Number: 3.f.

# CITY COUNCIL REPORT

**SUBJECT:** Use of Contingency Funds for Civic Center Annex Office Building Design Services

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager, (623) 333-1014

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request to approve the transfer of expenditure authority from the Grant Contingency Fund in the amount of $1,205,500 to establish a new CIP project, the Civic Center Annex Building, authorizing the complete design services for a new 20,000 S.F two story office building on the Civic Center campus and authorize the City Manager and City Clerk to execute the necessary documents, including a Professional Services Agreement with Architekton, Inc. The Council will take the appropriate action.

**BACKGROUND:**

As the City continues to grow and expand services, the Civic Center campus must also grow to accommodate the demand. Apart from the Police, Library, and Court buildings, there are two office buildings on the Civic Center campus; City Hall and the adjacent city-owned building which is leased to commercial tenants, referred to as the "ISM Building" for its most notable tenant, ISM Raceway. City Hall is fully occupied, as is the "ISM Building", resulting in an immediate need for additional office space for staff as well as the opportunity to attract future tenants to the Civic Center campus.

The City has $70,000 allocated this fiscal year for completion of a space needs analysis of City Hall and the City owned ISM building. The space needs study is currently under review with planned completion in December. The intent of the study is to recommend space allocations for both buildings as well and the proposed 20,000 S.F. two-story office building located at the corner of Avondale Blvd and Jefferson Street.

**DISCUSSION:**

Staff is requesting a budget amendment for expenditure authority in the amount of $1,205,500 to commence design services for the 20,000 S.F. two-story Civic Center Annex Building. The additional project budget is estimated at $14.2 million which will be requested as a CIP project in the FY 2020-2021 budget.

Staff completed a competitive process to procure the design services for this project. The evaluation panel recommended awarding the design services agreement to Architekton, Inc.

Staff completed a competitive process to procure the Construction Manager at Risk (CMAR) services also for this project. It is recommended to award the design services agreement to Haydon Building Corp. Staff will seek approval of the CMAR contract through a separate action.

Anticipated project costs through June 30, 2019 are as follows:

| | |
|---|---|
| Project Management | $ 83,000 |
| Architekton | $1,122,500 |
| Haydon Building Corp | $ 119,938 |
| Total: | $1,325,438 |

**BUDGET IMPACT:**

Staff is requesting a budget amendment for expenditure authority from the Grant Contingency Fund 209-5300-00-6990 in the amount of $1,205,500 for design and project management services. Amendments from this line item are for unbudgeted items where there are existing resources in the City. The existing resource for this item is the fund balance in the One-Time Capital Fund. The construction of the Civic Center Annex Office Building is currently not included in the Capital Improvement Plan and resources for the construction of the building will need to be identified during the FY2021 budget process.

**RECOMMENDATION:**

Staff recommends that City Council approve the budget amendment for expenditure authority from the Grant Contingency Fund in the amount of $1,205,500 to establish a new CIP project, the Civic Center Annex Building, authorizing the complete design and project management services for a new 20,000 S.F two story office building on the Civic Center campus.

**PROFESSIONAL SERVICES AGREEMENT**
**BETWEEN**
**THE CITY OF AVONDALE**
**AND**
**ARCHITEKTON INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the date of last signature below between the City of Avondale, an Arizona municipal corporation (the "City"), and Architekton, Inc., an Arizona corporation (the "Consultant").

RECITALS

A. The City issued a Request for Qualifications, DS 20-017 "Civic Center Office Building Design Services" (the "RFQ"), a copy of which is on file in the City Finance Office and incorporated herein by reference, seeking statements of qualifications from vendors for professional consulting services.

B. The Consultant responded to the RFQ by submitting a Statement of Qualifications (the "SOQ"), which is on file in the City Finance Office and which is incorporated herein by reference, and the City desires to enter into an Agreement with the Consultant for design of a combined community senior and resource center facility (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant hereby agree as follows:

1. Term of Agreement.

1.1 Initial Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until December 08, 2020 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

1.2 Renewal Terms. After the expiration of the Initial Term, this Agreement may be renewed for up to one successive one-year terms (a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of this Agreement, the Consultant requests, in writing, to extend this Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Consultant's failure to seek a renewal of this Agreement shall cause this Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Consultant, elect to waive this requirement and renew this Agreement. The Initial Term and

any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

1.3 Non-Default. By requesting extension for a Renewal Term as set forth above, or by consenting to a Renewal Term in any manner, Consultant shall be deemed to affirmatively assert that (i) the City is not currently in default, nor has been in default at any time prior to the Renewal Term, under any of the terms or conditions of the Agreement and (ii) any and all Consultant claims, known and unknown, relating to the Agreement and existing on or before the commencement date of the Renewal Term are forever waived.

2. Scope of Work. Consultant shall provide the Services as set forth in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The City shall pay Consultant an amount not to exceed $1,122,500.00 for the Services at the rates set forth in the Fee Proposal attached hereto as Exhibit A and incorporated herein by reference.

4. Payments. The City shall pay the Consultant monthly, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.

5. Safety Plan. Consultant shall provide the Services in accordance with a safety plan that is compliant with Occupational Safety and Health Administration ("OSHA"), American National Standards Institute and National Institute for Occupational Safety and Health standards. If, in the Consultant's sole determination, the Services to be provided do not require a safety plan, Consultant shall notify the City, in writing, describing the reasons a safety plan is unnecessary. The City reserves the right to request a safety plan following such notification.

6. Documents. All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

7. Consultant Personnel. Consultant shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Consultant agrees to assign specific individuals to key positions. If deemed qualified, the Consultant is encouraged to hire City residents to fill vacant positions at all levels. Consultant agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days or are expected to devote substantially less effort to the Services than initially anticipated, Consultant shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

8. Inspection; Acceptance. All work shall be subject to inspection and acceptance by the City at reasonable times during Consultant's performance. The Consultant shall provide and maintain a self-inspection system that is acceptable to the City.

9. Licenses; Materials. Consultant shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Consultant. The City has no obligation to provide Consultant, its employees or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Consultant.

10. Performance Warranty. Consultant warrants that the Services rendered will conform to the requirements of this Agreement and with the care and skill ordinarily used by members of the same profession practicing under similar circumstances at the same time and in the same locality.

11. Indemnification. To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

12. Insurance.

12.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Consultant, Consultant shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

B. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Consultant. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

b

C. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

E. Primary Insurance. Consultant's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured.

F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Consultant. Consultant shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Consultant shall be solely responsible for any such deductible or self-insured retention amount.

I. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Consultant shall execute written agreements with its subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Consultant. Consultant shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

J. Evidence of Insurance. Prior to commencing any work or services under this Agreement, Consultant will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance

policies as required by this Agreement, issued by Consultant's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be Consultant's responsibility to forward renewal certificates and declaration page(s) to the City 30 days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing the RFQ number and title or this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without the appropriate RFQ number and title or a reference to this Agreement, as applicable. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ number and title or a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

(1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(a) Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(b) Auto Liability – Under ISO Form CA 20 48 or equivalent.

(c) Excess Liability – Follow Form to underlying insurance.

(2) Consultant's insurance shall be primary insurance with respect to performance of this Agreement.

(3) All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Consultant under this Agreement.

(4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

K. Endorsements. Consultant shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Section.

12.2 Required Insurance Coverage.

A. Commercial General Liability. Consultant shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

B. Vehicle Liability. Consultant shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Consultant's owned, hired and non-owned vehicles assigned to or used in the performance of the Consultant's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

C. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Consultant engages in any professional services or work in any way related to performing the work under this Agreement, the Consultant shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Consultant, or anyone employed by the Consultant, or anyone for whose negligent acts, mistakes, errors and omissions the Consultant is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

D. Workers' Compensation Insurance. If Consultant employs anyone who is required by law to be covered by workers' compensation insurance, Consultant shall maintain Workers' Compensation insurance to cover obligations imposed by federal and

state statutes having jurisdiction over Consultant's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

12.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 days' prior written notice to the City.

13. Termination; Cancellation.

13.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Consultant of written notice by the City. Upon termination for convenience, Consultant shall be paid for all undisputed services performed to the termination date.

13.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.3 Due to Work Stoppage. This Agreement may be terminated by the City upon 30 days' written notice to Consultant in the event that the Services are permanently abandoned. In the event of such termination due to work stoppage, payment shall be made by the City to the Consultant for the undisputed portion of its fee due as of the termination date.

13.4 Conflict of Interest. This Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Agreement without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City or any of its departments or agencies is, at any time while this Agreement or any extension of this Agreement is in effect, an employee of any other party to this Agreement in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement.

13.5 Gratuities. The City may, by written notice to the Consultant, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant

to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Consultant an amount equal to 150% of the gratuity.

13.6 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Consultant informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Consultant hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14. Miscellaneous.

14.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Consultant acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Consultant, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Consultant, its employees or subcontractors. The Consultant, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Consultant meets the requirements of its agreed Scope of Work as set forth in Section 2 above and in Exhibit B. Consultant is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Consultant do not intend to nor will they combine business operations under this Agreement.

14.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

14.3 Laws and Regulations. Consultant shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Consultant is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future OSHA standards.

14.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Consultant.

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

14.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Agreement. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

14.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Consultant without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Consultant in violation of this provision shall be a breach of this Agreement by Consultant.

14.9 Subcontracts. No subcontract shall be entered into by the Consultant with any other party to furnish any of the material or services specified herein without the prior, written approval of the City. The Consultant is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Consultant.

14.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Consultant from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.

14.11 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Agreement or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

14.12 Liens. All materials or services shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

14.13 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Consultant any amounts Consultant owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Consultant any amounts Consultant owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

14.14 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Tiffany Copp, Procurement Administrator

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Consultant:
Architekton, Inc.
464 S. Farmer Avenue, Suite 101
Tempe, Arizona 85281
Attn: Joseph Salvatore

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.15 Confidentiality of Records. The Consultant shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Consultant's duties under this Agreement. Persons requesting such information should be referred to the City. Consultant also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under this Agreement.

14.16 Records and Audit Rights. To ensure that the Consultant and its subcontractors are complying with the warranty under subsection 14.17 below, Consultant's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Consultant and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Consultant's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Consultant's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 14.17 below. To the extent necessary for the City to audit Records as set forth in this subsection, Consultant and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the City to Consultant pursuant to this Agreement. Consultant and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Consultant or its subcontractors reasonable advance notice of intended audits. Consultant shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.17 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Consultant and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Consultant's or its subcontractor's failure to

comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

14.18 Israel. Consultant certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

14.19 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any amendments, the Scope of Work, any City-approved Purchase Order, the Fee Proposal, the RFQ and the Consultant's SOQ, the documents shall govern in the order listed herein. If the Agreement is renewed pursuant to Subsection 1.2 above and such renewal includes any conflicting terms, other than price, those terms will be null and void.

14.20 Non-Exclusive Contract. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

14.21 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Consultant. Consultant may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Consultant. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first set forth above.

"**City**"

CITY OF AVONDALE,
an Arizona municipal corporation

_____ _____
Charles A. Montoya, City Manager Date

ATTEST:

_____ _____
Marcella Carrillo, City Clerk Date

"**Consultant**"

ARCHITEKTON, INC.
An Arizona corporation

By: [redacted]

Name: Joseph M. Salvatore, AIA, LEED AP

Title: Principal, Architekton, Inc.

Date: November 22, 2019

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARCHITEKTON, INC.

[Scope of Work and Fee]

See following pages.

ARCHITEKTON

November 22, 2019

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Tiffany Copp

Re: Architectural and Engineering Services for DS 20-017
Avondale Civic Center Office Building
Avondale, Arizona

Dear Ms. Copp,

Architekton is pleased to provide this design team fee proposal for design services for the new Avondale Civic Center Office Building to be located on Avondale Boulevard and a part of the Avondale City Hall Complex.

Architekton will provide architecture and engineering services to the City of Avondale for the office building and other improvements at the existing City Hall, Police Headquarters Secured Parking Lot, and portions of the existing ISM Building on the campus identified below in the **Scope of the Project** section of this proposal. The services being offered are identified in the subsequent section, **Scope of Services** and the fees requested for the services are identified in the **Compensation** section.

The design team whose fees are included in this fee proposal are:

- **Architekton** will provide Architecture, Interior Design, Graphics and Wayfinding Design and design team management services
- **Wood-Patel Engineering** will provide civil engineering
- **DIG Studios** will provide Landscape Architecture services
- **BDA Engineering** will provide structural engineering services
- **Henderson Engineering** will provide Mechanical, Electrical, Plumbing, limited Fire Protection engineering
- **Speedie & Associates** will provide Geotechnical Engineering services
- **RLB** will provide construction cost estimating services

We understand the City of Avondale will procure the construction services through the Construction Manager at Risk method and is seeking design services in the following phases: Programming, Schematic Design, Design Development, Construction Documents & Permitting and Construction Administration Services.

## Scope of the Project

1. Due to the current and future growth needs of the City of Avondale, the City needs a new office building to expand the Civic Center campus. The campus has been master-planned for future buildings with existing pad sites, and this new office building will be located on the existing building pad north of Jefferson Street. The building will be a 2 story 20,000 square foot office building. The building will house city staff/departments or other professional office users.

Site work associated with the new building includes parking, driveways, landscape, utilities, etc.

In addition, the design scope includes enlarging the secure parking lot at Police Headquarters (separate parcel) in an open area immediately East and contiguous with the current secure lot (see attached graphic).

Project Description
The project consists of:

- Design of the new City Office Building (2-story, 20,000 gross square feet) – This will be the new home for City Departments to be determined; the remaining space will be leasable with the tenant identified and TI design done during the design phases.

    - The new City Office Building design will additionally include:
        - Entry Lobby; Waiting Area, Covered spaces as refugee areas, Restrooms, Break Rooms, Conference Rooms, Stairs and Elevator
        - IT Equipment Room (MDF) and IT Facility Systems
        - Building Services Spaces, building-mounted signs or monument signs
        - Low Impact Development (LID), Parking, Parking canopies, Lighting, and Site Improvements
        - Off-site utilities and street improvements
        - Conceptual floor plans furniture layout, conceptual program of spaces (functional name & SF) including 10-year growth projections, and narratives describing the layout and program will be provided for existing City Hall renovations (Server Room conversion) and the New Office Building by the City of Avondale.
        - Approximately 7,000 SF in the new building will be dedicated to lease space for professional offices.
- TI renovations (1,200sf) in the existing City Hall building (convert vacated server room to offices) – two existing walls will be opened to the new office space
- TI renovations (8,500sf) in the existing ISM Building (relocated from City Hall; includes a 1,400sf server room)
- Enlarging the Police secure parking lot; coordinate with existing (separate parcel)
- Permitting of the Construction Documents
- Collaboration with the City's designated Project Manager and CMAR during the design and construction process
- Construction Administration for the project

## Scope of the Services

Architekton will perform and/or manage the following tasks:

**Phase 1 – New City Office Building Programming**

- Coordinate and collaborate with City Staff and develop space planning and the preliminary design basis which will identify amenities agreed upon by the team for inclusion in the preliminary design basis documentation.

- Phase 1 Deliverables include but are not limited to:
    - Preliminary Design Basis narrative
    - Design Concept plans and perspectives

**Phase 2 – New City Office Building Construction Documents:**

- Work shall conform to the latest edition and amendments of the following:
    - City of Avondale Standard Details and Specifications
    - MAG Uniform Standard Specifications and Details
    - The Code of the City of Avondale
    - Other applicable specifications and details required by a governmental agency or utility company (SRP, etc.)

- The Construction Documents shall include, but not be limited to the following:
    - Civil design (onsite grading & drainage, paving and offsites)
    - Structural design
    - Architectural design
    - Plumbing design
    - Mechanical design
    - Electrical design
    - Interior design
    - Hardscape and Landscape designs which incorporate LID
    - Construction fencing (graphics)
    - Fire and Life Safety design

- The Consultant shall provide value engineering throughout the design process. The Consultant shall collaborate with the Construction Manager at Risk (CMAR) and provide drawings and specifications updates weekly during the design process for utilization by the CMAR in the development of construction cost estimates.

- Phase 2 – Deliverables include but are not limited to:
    - Final design documents including executive summary and all supporting materials.
    - Presentation of the design to City Council, City Staff, and project team.
    - Overall design color graphics that capture the proposed amenities with existing conditions and infrastructure identified.
    - Supporting graphics including site sections, elevations, perspectives and design details.
    - Charts / graphs and supporting information.
    - Complete Construction Document Package and Construction Permits. The City will pay for city plan review and permit fees.

**Phase 3 – Construction Administration**

Tasks for phase 3 may include, but are not limited to, the following:

- Contractor Requests for Information (RFI) Responses
- Submittal review and approval
- Schedule update review and comment
- Attend weekly construction progress meetings

- Job site observation reports
- Invoice review and comment
- Change order request review and comment
- Document control
- Final As-Built Construction Documents

## Compensation

The design fees are presented in lump sum amounts below. The individual fee proposals from each consultant are attached to this proposal including Architekton's services. Architekton's task listing identifies the individual tasks anticipated by the design team and provides a time frame for each task. We would like to use this as the basis for the project work plan and schedule.

| | |
|---|---|
| **Base Design Services Fees:** | |
| Architekton (Architecture, Project Management, Interior Architecture, Graphics & Wayfinding) | $ 630,775.00 |
| Speedie & Associates (Geotechnical Engineering) | 5,100.00 |
| Wood-Patel (Civil Engineering) | 46,050.00 |
| DIG Studios (Landscape Architecture) | 75,500.00 |
| BDA Engineering (Structural) | 73,000.00 |
| Henderson Engineering (Mechanical, Electrical, Plumbing, Fire Protection) | 209,000.00 |
| Total Fees | $ 1,039,425.00 |
| | |
| **Allowances** | |
| Reimbursable Allowance (direct costs for: printing, car rental or mileage, and deliveries) | $ 7,500.00 |
| Additional Services Allowance | 35,000.00 |
| RLB (Construction Cost Estimating; I full estimate for the SD Deliverables and review of the GMP) | 24,200.00 |
| Wood-Patel Surveying (Site Survey as required to complete the civil engineering) | 6,375.00 |
| BDA Engineering (Special Structural Inspections; limited to 25 trips) | 10,000.00 |
| Total Allowances | $ 83,075.00 |
| | |
| Total Contract Request | $1,122,500.00 |

Please see that attached proposed schedule for the design services. It is anticipating a January 2019 start, but it can be reset to the actual date determined by the City of Avondale. We look forward to working with the City on this critical project. Please do not hesitate to contact me at my office if you have any questions regarding this proposal.

Sincerely,

[redacted]

Michael Rosso RA LEED AP
Architect | Principal
ARCHITEKTON

Satellite
Google Map Customizer
ISM Building
New Office Building Site
Avondale City Hall
Expanded Secured Parking
Google

November 18, 2019

Mr. Joe Salvatore, AIA, LEED-AP
**Architekton**
464 South Farmer Avenue, Suite 101
Tempe, AZ 85281

**Re: Fee Proposal**
**Avondale City Center Office Building Project**

Dear Joe:

We are pleased to present to you this proposal for consulting design services covering the structural engineering for this project. The scope of the work is as described in your email of November 18th. The scope includes

> The design of a new two story, 20,000 sf office use building and site improvements located in Avondale, Arizona.

As a design-based consulting firm, it is our desire to create structures that work in harmony with the architecture. For this project, we propose to provide the following services as a portion of the basic design contract:

1. Assist in development of appropriate and acceptable structural systems for the proposed building.
2. Prepare all required structural drawings and details to be incorporated in the final project set, including General Structural Notes, in conformance with all relevant codes, ordinances and guidelines. The construction documents will be produced using Revit software.
4. Prepare all final Structural design calculations reflecting the final design.
5. Include electronic plotting as required for necessary coordination. Progress and Final drawings will be submitted via first generation pdfs as agreed upon with Architect. Prepare electronic copies of calculations and review architect-created specifications as required by reviewing jurisdiction.
6. Include all necessary documentation for permit submittal as required by reviewing jurisdiction.
7. Review of relevant specifications generated by others.

7047 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
480.398.7729
www.bdadesign.com

8. Review and coordinate between final Architectural drawings, as necessary, for accuracy and correctness.
9. Review and address building department comments for building permit issuance, coordinate revisions with Architect, revise and digitally re-plot all drawings and calculations affected.
10. General Construction Administration, including complete review of relevant shop drawings and material submittals, coordinated with Architect, for conformance with construction documents.
11. Provide responses to construction-related questions and RFIs, including review and response to General Contractor change order requests (CORs), and provide clarification sketches, coordinated with Architect.

Currently excluded from this scope are:

1. Reimbursable expenses, which will be billed in conjunction with our current schedule.
2. Construction site services.

The items currently excluded from this proposal may be included under a separate contract or as an addendum to this proposal.

We propose the following fee:

For the scope, as outlined above, we propose a fixed fee of $73,000.00 (Seventy-Three Thousand Dollars), which will be broken apart in phasing as:

| | |
|---|---|
| Schematic Design Narrative | $7,300 |
| Design Development | $11,000 |
| Construction Documents | $47,600 |
| Construction Administration | $7,300 |

Estimate for Special Structural Inspections: $10,000 based on 25 trips. This estimate is based on our experience with similarly scoped projects but is subject to the general contractor's scheduling and may be more than this estimate.

HENDERSON ENGINEERS

# AGREEMENT FOR PROFESSIONAL SERVICES

**Date: November 19, 2019** (Proposal is valid for 30 days)

**Client**

**Architekton**
**464 S. Farmer Avenue, Suite 101**
**Tempe, AZ 85281**
Contact: Joseph Salvatore

**Project**

**Avondale City Center Office Building**
**Tucson, AZ**

## Project Description and Scope of Services

Henderson Engineers, Inc. (Henderson) will provide mechanical, electrical, plumbing, fire protection, and Low Voltage ("M/E/P/FP/LV") drawings and specifications. Henderson's specific scope of services is set forth in the following Scope of Services. This Scope of Services and Fee is based on the information received from Architekton via email on 11-18-2019.

- **General Project Scope** - The project consists of:
  - Design of the new City Office Building (2 story, approximately 20,000 square feet)
  - Renovate the existing City Hall IT Server Room into offices for the Finance Department
  - TI renovations in the ISM Building (8,500sf)
  - Enlarging the Police secure parking lot (separate parcel)
  - Collaboration with the City's designated Project Manager and CMAR during the design and construction process
  - Construction Administration for the project

- **ISM Building Work**
  - IT and Server needs to move into the ISM Building. IT will require approximately 8,500 SF per the Space Plan. This SF includes approximately 1,400 SF for the Server Room. IT will be located on the 1st Floor. This remodel can occur at the same time as the new office construction.
  - The remodel for the ISM Building is to be a typical office remodel for the IT offices and account for a server room with in-rack cooling and FM-200 although we will evaluate sprinklers as well.

- **New City Complex Office Building** - New 20,000 sf City Office Building Shell design will incorporate, but not be limited to:
  - Council, City Attorney, City Manager, Community Relations, and Economic Development departments moving into the new office building with the remaining space as leasable. The City will find a tenant, so the building is fully built out when completed. Plan on providing the design services for the full 20,000 sf buildout. (Please note: The existing abandoned space in city hall to remain as is, do not propose work for that space.)
  - Stairs and Elevator
  - IT Equipment Room (MDF) and IT Facility Systems
  - Building Services Spaces, building-mounted signs or monument signs
  - Low Impact Development (LID), Parking, Parking canopies, Lighting, and Site Improvements
  - Off-site utilities and street improvements

- **Existing City Hall Building Renovations** - limited to:
  - 1,000sf (approx.) full remodel including demolition, HVAC, Lighting, Sprinkler, Fire Alarm, Finishes of the old server room into new office space for the Finance Department

- **Expand the Secured Parking Lot** adjacent to the existing Police Headquarters – limited to:
  - Expand the existing secured police parking lot using the property to the east; including a revised master

parking layout for both areas as one lot

- **All work shall conform** to the latest edition and amendments of the following:
  - City of Avondale Standard Details and Specifications
  - MAG Uniform Standard Specifications and Details
  - The Code of the City of Avondale
  - Other applicable specifications and details required by a governmental agency or utility company (SRP, etc.)

- **Construction Administration:** may include, but are not limited to, the following:
  - Contractor Requests for Information (RFI) Responses
  - Submittal review and approval
  - Attend weekly construction progress meetings
  - Job site observation reports
  - Final As-Built Construction Documents

Henderson Engineering is not including Low Voltage Systems Design in this proposal but will coordinate with the City's selected vendor/installer to coordinate the infrastructure those systems require. The City of Avondale will engage CTS Cabling (Corporate Technology Solutions) or equal to design the low voltage systems required for this project.

CTS will be responsible for the design of the Telecommunications, Security Systems, and AV systems and will provide Henderson Engineers their requirements for back boxes, cable trays, backbones and conduit run locations and their specs. Henderson Engineers will document these requirements in their construction documents and coordinate with the electrical requirements. It is anticipated that CTS will be responsible for all programming and design of these systems with the City. (CTS will also provide Architekton MDF and IDF room sizes and equipment layout designs during the SD and DD phase.)

## Services and Fee Detail

Fee Type Progressively Billed Fixed Fee

| | | |
|---|---|---|
| **MPE/FP** | New Building Complete Build-out (20,000 sf) | $175,000 |
| | ISM Building Remodel (8,500 sf) | $19,500 |
| | Existing City Hall remodel (1,000 sf) | $9,500 |
| | Secured Parking Lot Expansion | $5,000 |
| | **Total Henderson Professional Services Fee** | **$209,000** |
| | | |
| **Low-Voltage System** | **Not Included** | |

**When accepted by Client this Proposal for Engineering Services and its attachments shall become a binding Agreement between the parties and shall make it subject to the Scope of Services and Terms and Conditions, which are incorporated by this reference. Henderson is authorized to begin performance upon its receipt of a copy of this Agreement signed by Client. If Henderson proceeds at the direction of Client and Agreement is not signed, or altered within ten (10) business days, then it is agreed that terms of Agreement are accepted by Client.**

**Accepted for Client:**
By (signature):

_____

Print Name:

Title:

Date:

**Accepted for Henderson Engineers, Inc.**
By (signature):

_____

Print Name: Omid Mottahed

Title: Vice President

Date: November 19, 2019

# SCOPE OF SERVICES

Only services marked with an "X" are included in the Scope of Services.
Services not marked can be provided as Additional Services if requested. Services not listed are excluded.

**Disciplines included in Scope of Services (See following sections for specific tasks):**

- ☒ Mechanical
- ☒ Electrical
- ☒ Plumbing
- ☒ Fire protection (Performance Specification)
- ☐ Refrigeration
- ☐ Acoustics
- ☐ Audio-Visual
- ☐ Security
- ☐ Architectural lighting
- ☐ Telecom
- ☐ Broadcast
- ☐ Energy Modeling

**Document Submittals:**

- ☒ Schematic Design
- ☒ Design Development
- ☒ Construction Documents
- ☒ Issue for Permit
- ☐ Issue for Bid
- ☒ Issue for Construction

**Specifications Format:**

- ☐ Specifications on drawings
- ☒ MasterFormat book specifications

**BIM:**

- ☐ Develop BIM Execution Plan
- ☐ Export Clash Detection Views
- ☐ Perform Clash Detection
- ☐ Host BIM Coordination Meetings

system is excluded.

**Schematic Design Phase:**
*Refer to Meetings and Travel Time for additional services included within this phase.*

- ☐ Basis of design narratives
- ☐ Construction document sheet index
- ☒ Major equipment sizing and location plan
- ☒ Preliminary equipment room sizing
- ☒ Chase sizing estimates (based on rules of thumb)
- ☒ Plenum space allocation analysis
- ☒ Preliminary site plan showing utility connection points
- ☒ HVAC zoning plan
- ☒ HVAC Controls system integration philosophy
- ☒ Define lighting level criteria
- ☒ Establish preliminary sanitary/storm invert elevation
- ☐ Create as-built drawings of existing conditions

**Design Development Phase:**
*Refer to Meetings and Travel Time for additional services included within this phase.*

- ☒ Demolition drawings
- ☒ Electrical single-line Diagrams
- ☒ Mechanical single-line Diagrams
- ☒ HVAC load calculations
- ☒ Ventilation calculations
- ☒ Air balance calculations
- ☒ Incorporate smoke evacuation concept (concept provided by 3rd party code consultant). Excludes rational analysis.
- ☒ Equipment cut sheets
- ☒ Equipment plans
- ☒ Interior lighting design services
  - ☐ Basic lighting design services provided by Henderson.
  - ☐ Architectural Lighting services provided by Henderson.
  - ☒ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
  - ☐ Henderson will not provide lighting design services.
- ☒ Exterior facade lighting design services
  - ☐ Basic lighting design services provided by Henderson.
  - ☐ Architectural Lighting services provided by Henderson.
  - ☒ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.

- ☐ Henderson will not provide lighting design services.
- ☒ Exterior site lighting design services
  - ☐ Basic lighting design services provided by Henderson.
  - ☐ Architectural Lighting services provided by Henderson.
  - ☒ Layout and fixture selection provided by architect, owner, or 3rd party lighting designer.
  - ☐ Henderson will not provide lighting design services.
- ☒ Device layout (for a single typical room)
- ☒ Zone terminal unit layout
- ☒ Preliminary equipment and lighting schedules
- ☒ Two line duct/pipe mains in/out chases
- ☐ Typical floor section
- ☒ Details
- ☒ Specifications table of contents
- ☐ HVAC control diagrams, sequence of operations and initial setpoint matrix
- ☐ HVAC control system performance specification only (in notes on equipment schedule)
- ☒ Roof drain riser location and slope height requirement

**Construction Document Phase:**
*Refer to Meetings and Travel Time for additional services included within this phase.*

- ☒ HVAC Piping plans
- ☐ HVAC duct plans
- ☒ Electrical power plans
- ☒ Interior lighting plans
- ☒ Exterior facade lighting plans
- ☐ Exterior site lighting plans
- ☒ Plumbing piping plans
- ☒ Plumbing riser diagram
- ☒ Final specifications
- ☒ Final calculations
- ☒ Final schedules
- ☒ Final details
- ☒ Final HVAC control sequences and setpoint matrix
- ☒ Drawings for rough-in box and conduit for IT/Voice-Data/POS Outlets.
  - ☒ Layout provided to Henderson by others.
  - ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)
- ☒ Drawings for rough-in box and conduit for security and/or audio-visual devices.
  - ☒ Layout provided to Henderson by others.
  - ☐ Layout **not** provided to Henderson (see "Telecom" for detailed services)
- ☐ Extension of utility services to area of work
- ☐ Generator power design

*System Purpose*

- ☐ Healthcare EPSS (NEC Art. 517)
- ☐ Emergency (NEC Art. 700)
- ☐ Legally Required (NEC Art. 701)
- ☐ Standby (NEC Art. 702)

*Installation Type*

- ☐ Permanently installed
- ☐ Temporary/Portable installation

- ☐ Design for UPS / back-up power
- ☐ Lightning protection performance specification

**Coordination Services**
*Consultants' deliverables must be provided to Henderson at least 5 working days prior to any Henderson deliverable issue date influenced by the consultant content. Refer to Meetings and Travel Time for additional services included within this phase.*

- ☐ Coordinate lighting design provided by architect, owner, or 3rd party lighting consultant
- ☒ Coordinate with IT, security, AV consultant
- ☐ Coordinate with food service consultant
- ☐ Coordinate with 3rd party commissioning agent
- ☐ Coordinate with 3rd party code consultant
- ☐ Coordinate with 3rd party medical equipment consultant

**Bid/Negotiation Phase**
*Refer to Meetings and Travel Time for additional services included within this phase.*

- ☐ Respond to Bidder Questions
- ☐ Bid Review and Analysis

**Limited Construction Administration Services**
*Refer to Meetings and Travel Time for additional services included within this phase.*

- ☐ Participate in weekly construction conference calls. Presuming [#] week(s) in schedule and [#] hour(s) per call.
- ☒ Respond to construction RFI's within [7] business day(s) of receiving construction RFI at Henderson.
- ☒ Review submittals (maximum of [7] review(s) per submittal)
- ☒ Review O&M manual (maximum of [2] review(s)) for general inclusion of all required items.
- ☒ Review Test & Balance report (maximum of [2] review(s))
- ☒ Review contractor as-built drawings (including up to [2] review(s) of each system). Reviews limited to adherence to owner required format and general knowledge of the project.
- ☐ Prepare record drawings to include all issued addendums, change orders requiring drawing updates, and construction RFI's requiring drawing updates.
- ☐ Review and comments on [#] cost estimate(s). Reviews limited to comments on quantities and

general system level costs based on past experience. Review is contingent on adequate back-up documentation from contractor/ estimator.

**Studies:**

- ☐ MEP existing conditions analysis
- ☐ Opinion of probable construction cost
- ☐ Opinions of probable luminaire cost
- ☐ Fault-current study
- ☐ Electrical coordination study
- ☐ Arc flash study
- ☐ Computational Fluid Dynamics (CFD) fire modeling
- ☐ Smoke control rational analysis report. Excludes fire modeling.
- ☐ Lightning protection risk analysis

**Fire Protection:**

- ☒ Fire Alarm layout with performance specification
- ☐ Fire Alarm design drawings with wiring, voltage drop and battery calculations
- ☒ Fire Sprinkler/FM 200 performance specification only (No sprinkler layout)
- ☐ Fire Sprinkler drawings with sprinkler layout and performance specification
- ☐ Fire Sprinkler design drawings with sprinkler locations, pipes and hydraulic calculations
- ☐ Fire Pump design

**Architectural Lighting:**

- ☐ Interior architectural lighting design services
- ☐ Exterior façade architectural lighting design services
- ☐ Exterior site architectural lighting design services
- ☐ Coordination Meetings: [#] in-town, [#] out-of-town.
- ☐ Design intent narrative
- ☐ Lighting Concept Design
- ☐ Lighting layout documents
- ☐ Light fixture cut sheets
- ☐ Lighting control intent diagrams
- ☐ Lighting Calculations
- ☐ Development of custom luminaires
- ☐ Full or partial scale lighting mockups
- ☐ Lighting photometric calculations
- ☐ Lighting detail sketches
- ☐ On-site aiming of lighting fixtures: [#] site visit(s)
- ☐ On-site programming: [#] site visit(s)

**Audio-Visual:** By others

- ☐ AV system design
  - ☐ Conference rooms
  - ☐ Classrooms
  - ☐ Ballroom/large meeting rooms
  - ☐ Restaurant and bars
- ☐ Sound masking system design
- ☐ Television distribution design
- ☐ Public address system design
- ☐ Digital signage system design
- ☐ IPTV (internet protocol television) design
- ☐ A/V Systems Commissioning
- ☐ Master Planning
- ☐ System Programming

**Security:** By others

- ☐ Access control system design
- ☐ Emergency/blue light phone system design
- ☐ Intrusion detection system design
- ☐ Video surveillance system design

**Telecom:** By others

- ☐ Interior structured cabling system design
- ☐ Outside plant structured cabling system design
- ☐ Wi-Fi system design (“HEAT” mapping)
- ☐ Wi-Fi system design (grid layout)
- ☐ Network system specification
- ☐ Telephone system specification

**Acoustics:**

- ☐ On-site acoustical assessment of existing spaces: [#] site visit(s)
- ☐ Environmental noise assessment: [#] site visit(s)
- ☐ MEP systems noise control guidelines
- ☐ Recommendations for noise criteria
- ☐ Recommendations for natural sound reinforcement
- ☐ Review MEP systems documents relating to noise
- ☐ Review architectural documents relating to acoustics
- ☐ Recommendations for sound isolation
- ☐ Recommendations for sound retarding doors and/or operable partitions

**Broadcast:**

- ☐ Venue broadcast prewire
- ☐ Venue broadcast control rooms design
- ☐ Sports complex broadcast design
- ☐ Post-production (edit suite) design
- ☐ Mobile unit design
- ☐ Television studio design
- ☐ Broadcast system commissioning: [#] site visit(s)

**Energy Modeling:**

- ☐ Benchmarking and climate analysis
- ☐ Conceptual Design phase – Simple Box modeling
- ☐ Conceptual Design phase – Energy Model Massing studies. Includes up to 3 alternatives
- ☐ Schematic Design phase Load Reduction energy modeling

- ☐ Schematic Design phase HVAC System Selection energy modeling
- ☐ Design Development phase energy modeling
- ☐ Contract Document phase – Rating system energy modeling
  - ☐ LEED v4:
    - ☐ EA credit Optimize Energy Performance
    - ☐ IP credit Integrative Process
  - ☐ Other Rating System: _____
- ☐ Contract Document phase – energy code performance path compliance modeling
  - ☐ ASHRAE 90.1 / IECC energy code
  - ☐ California Title 24 Part 6 energy code
- ☐ As-Built Energy Modeling. (not calibrated)
- ☐ Post-occupancy / calibrated energy modeling
- ☐ Shading analysis
- ☐ Life Cycle Cost Analysis (LCCA / LCA). Completed with First Cost and O&M Costs by others.

## Additional Services

*The services listed under Scope of Services which are not checked may be considered additional services. Additional services shall be provided only upon authorization by the Client and shall be paid for by the Client as hereinafter provided. Fees will be invoiced on a time and expense basis for any Additional Services authorized in writing by the Client, and will be invoiced separately at the following standard hourly rates. Other additional services may include, but are not limited to:*

- Modifications to base building utilities or utility improvements to space.
- Evaluation of substitutions.
- Value engineering.
- Responses to construction RFIs where such information is available to the contractor.
- Services made necessary due to default or insufficient work of a contractor.
- Envelope compliance documentation based on architect's proposed design.
- BIM Renderings.
- Design of theatrical/stage lighting.
- Photorealistic renderings of lighting designs.
- Under-slab or underground package for submittals or permit.
- Equipment procurement packages.
- Siphonic Storm Systems design
- Design of broadcast lighting.
- Storm water design.
- Documentation of, or modification to, base building utilities within tenant space which services other spaces.
- Street lighting.
- Solar hot water system design.
- Photovoltaic power system design.
- Lightning protection design.
- Wind power system design.
- Mock-ups.
- Daylighting modeling or design.
- Computational fluid dynamics (CFD) modeling applications not explicitly listed elsewhere.
- Preparation or modification of BIM model for the purpose of integration into computer maintenance management system (CMMS).
- Involvement in Water Management Program.

## Assumptions

Basis of Proposal

The Scope of Services above is based on the information provided to Henderson as of the date of this proposal. Changes to the scope, changes in conditions, additional information, or redesigns may necessitate additional services.

Plan documents

Plans are generally coordinated with other disciplines but minor clashes may still exist. It is the expectation of Henderson that an installation contractor will be retained to cross check final equipment and component dimensions once they have completed the submittal process. Specifications and/or details will include some accessories that are not shown on plans due to scale limitations. Plumbing plans cover components within 5'-0" outside of the building and do not include foundation drainage.

BIM Assumptions

**Definition of BIM Model**
Building Information Model (Model) is a digital representation of physical and functional characteristics of a facility. A Model is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

**Level of Development (LOD):**
In general terms, systems covered by this scope of work are graphically represented within the Model as a specific system, object, or assembly with approximate quantities, size, shape, location, and orientation (LOD 300 as defined by AIA Document G202-2013). Model content is limited to show the routing and installation intent of building systems and is generally coordinated with the architectural design and design of other consultants. Final coordination is the responsibility of the installation contractor.

**Authorized Uses are Limited to the Following:**
The Model is suitable for general clash detection with other consultants' elements and systems. If the Model is used to generate quantity take offs for cost estimating purposes, there is no guarantee of completeness or accuracy. When conflicts arise, the contract documents take precedence over the Model. The Model may be used to show ordered, time-scaled appearance of majority of detailed architectural and other consultants' elements and systems. The Model and its content may only be used as stated above and only for this Project. It may not be used for any other purpose without first obtaining Henderson's written permission.

**Copyright and Distribution:**
Henderson is not transferring its copyrights or other rights in the Model or the Model content. The Client will be given a license to use the Model for the Authorized Uses listed above. The recipient may not distribute the Model or the content of the Model, to any other person or entity, including contractors or other consultants on the Project, nor may it be shared with anyone within the Client's organization who does not have a need to access it for the listed uses on this project without the written consent of Henderson.

**BIM Execution Plan (BEP)**
As soon as is practicable, but in no event later than thirty (30) days after the execution of the Contract between the Owner and the Construction Manager, all Project Participants shall meet, confer and use their best efforts to agree upon the terms of or modifications to a BIM Execution Plan. In the event of a conflict between this contract and the BEP, this contract shall control unless all parties agree in writing to adopt the BEP.

**Facility Management Integration Excluded**
The Model will be used to represent the design intent for reference on this Project only. The Model is not intended to be used for data integrated into a Computerized Maintenance Management System (CMMS). It is not intended to be used for ongoing operations. This service use can be provided as an additional service.

**Level of Assumed Reliability**
Unless otherwise stated in the agreed BEP, the reliability of existing objects is assumed to be Level 0 as defined below.

- Level 0 – Object location is based on as-built information. Henderson is not responsible for accuracy of assumed object locations.
- Level 1 – Object location is based on Radar scanning, Lidar scanning, or Photogrammetry identified information. Henderson is entitled to rely on provided information with the assumption that scanned objects

are within 6 inches of their indicated location. Properties of and data associated with scanned objects are not verified.

- Level 2 – Object location is based on Level 1 plus physical verification of object properties.

Expert Witness

Expert witness services and other services related to legal proceedings are explicitly excluded from this Agreement.

Hygrothermal Analysis

Hygrothermal Analysis services and other services related to vapor barriers are explicitly excluded from this Agreement.

## HOURLY RATE SCHEDULE - $ per hour

**Core Rates**

| | |
|---|---|
| Principal | 195 |
| Department Director | 165-175 |
| Senior PM / Engineer / Designer | 165 |
| Lead PM / Engineer / Designer | 145 |
| Engineer / Designer III | 135 |
| Engineer / Designer II | 120 |
| Engineer / Designer I | 110 |
| Site Observation Specialist | 105-110 |
| BIM/CADD Technician | 85-90 |
| Administrative Specialist | 85 |

**Special Rates**

| | |
|---|---|
| Senior Fire Code Consultant | 170 |
| Fire Code Consultant | 150 |
| Senior Broadcast Designer | 170 |
| Senior / Lead Acoustical Consultant | 145-165 |
| Acoustical Consultant | 110-125 |
| Senior Architectural Lighting Designer | 125-166 |
| Architectural Lighting Designer | 110-115 |
| Construction Manager | 145 |
| Electrical Systems / Eng. Manager | 145 |
| Commissioning Manager / Agent | 135 |
| Commissioning Technician | 110-120 |
| Estimator | 135 |
| Certified Energy Manager | 135 |
| Project Developer / Coordinator | 110 |

WOOD
PATEL

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Phoenix AZ 85021
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Darrel E. Wood, PE, RLS
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Michael T. Young, PE, LEED AP
James S. Campbell, PE, LEED GA
Thomas R. Gettings, RLS
Darin L. Moore, PE, LEED GA
Jeffrey R. Minch, PE, CFM
Robert D. Gofonia, PE, RLS
Nicholas E. Brown, PE
John M. Bulka, PE
Daniel J. Cronin, PMP, LEED AP, CDT
James G. Taillon, CFM
Daniel W. Matthews, PE
Joseph C. Daconta, PE, CFM, PH
Ethan A. Boyle, PE
Ronald F. Martinez, PE
Gabriel S. Rios, RLS
Frank M. Koo, PE
John G. Ritchie, PE
Derek C. Nichols, PE
Steven C. McKee, PE
Craig S. Bolze, PE, ENV SP
Robert W. Dalton, PE
Brian J. Diehl, RLS
Ryan Hall, PE
Dennis Harmon, RLS
Anthony J. Beuché, PE
Eric D. Shawd, PE

November 19, 2019

Mr. Joseph M. Salvatore AIA LEED AP
Architect | Principal
Architekton
464 South Farmer Avenue, Suite 101
Tempe, AZ 85281

480.229.4238
joesalvatore@architekton.com

Re: **Avondale City Center Office Building and Secured Parking Lot**
Avondale, Arizona
Professional Civil Engineering Services
WP# 195081

Dear Mr. Salvatore:

Thank you for inviting Wood, Patel & Associates, Inc. (WOODPATEL) to submit this Professional Civil Engineering Services Agreement to **Architekton** (Client) for **Avondale City Center Office Building and Secured Parking Lot**. WOODPATEL has a long history of successfully completing projects in Avondale. This has allowed us to develop solid working relationships with their staff that will bring value to your team.

This project is located on a vacant parcel, approximately 1.54 acres, at the northeast corner of Avondale Boulevard and Jefferson Street and a vacant area adjacent to the existing Police Department secured parking lot, approximately 1.0 acres. We understand the project will consist of one proposed office building on the vacant parcel and an expansion of the existing Police Department secured parking lot on the vacant area. Our services are based on the Client-furnished RFP received via email on November 18, 2019.

Below is our scope of services and fee summary for professional civil engineering services based on our understanding of the project and without specific meetings with the City of Avondale. These items follow your RFP outline for Project Programming, Construction Documents, and Construction Administration services.

## FEES

1. **TOPOGRAPHIC SURVEY BASE FILE** (Approximately 5 acres total) .....$6,375

2. **PHASE 1 – NEW CITY OFFICE BUILDING PROGRAMMING** .....$6,200
   - Site Due Diligence
   - Civil Narrative
   - Meetings and Conference Calls (Assume 4 hours)

3. **PHASE 2 – NEW CITY OFFICE BUILDING CONSTRUCTION DOCUMENTS** .....$33,350
   a. Construction Document Services
      - Grading and Drainage Plan
      - Storm Drain Plan
      - Drainage Report
      - Water & Sanitary Sewer Plan
      - Water and Wastewater Basis of Design Reports
      - Storm Water Pollution Prevention Plan
      - Meetings and Conference Calls (Assume 8 hours)

4. **PHASE 3 – CONSTRUCTION ADMINISTRATION**.....$6,500
   a. Post Design Assistance
      - Contractor Requests for Information Responses
      - Submittal Review and Approval
      - Final As-built Drawing Review
   b. Site Visit (Assume 2 visits)

**TOTAL.....$52,425**

**POTENTIAL CIVIL TASKS**

Fire Flow Test (Subconsultant) .....$1,000

## SCOPE ASSUMPTIONS

- Construction Document plans and reports will be a continuation of Programming documents.
- Civil documents will reference jurisdictional standards and details. Separate specifications will not be prepared.
- A final Architectural Site Plan will be provided in AutoCAD format.
- Offsite utility extensions, roadway or intersection improvements are not expected to be required therefore not included.
- Regional and/or comprehensive Master Studies can be completed under separate contract, if required.
- Civil documents will reference a Geotechnical Report, prepared by others, for pavement, hardscape sections and soil information.
- Civil documents will reference structural plans for retaining wall design information.
- Mechanical pumping or lifting will not be required for utility systems.
- Construction inspection or certification services are not included.
- Existing utilities are shown based on information made available to Wood/Patel. Non-destructive subsurface utility investigation (potholing) is recommended for this project.
- Requests for design alternative studies (Value Engineering) after Design Development can be accomplished under separate contract, if requested.
- Additional services required to meet Client, Owner or Contractor phasing requirements of Construction Documents can be completed under separate contract, if required.
- This scope does not include dry utility (power, gas, telcom, etc.) design or service coordination. WOODPATEL will contact the local area dry utility providers to coordinate potential conflicts with the civil design shown on the plans and provide design information to the dry utility providers for their use. The civil plans can show proposed dry utility routing, conduit locations, service lines and meter locations if provided by the dry utility designer.
- WOODPATEL will assist the design team by reviewing the site geometry of the final Architectural AutoCAD site plan prior to final engineering. Curb radii, drive widths and parking stall layout will be adjusted as necessary to meet local code and fire department turning movement standards.
- This scope does not include a Lot Tie or Final Plat.

Dig Studio, Inc.
600 N. 4th Street, Suite D
Phoenix, Arizona 85004
602.595.4101

*To:* *Joseph M. Salvatore, Architekton*

*From:* *Chad Atterbury, Dig Studio*

*Date:* *November 19th, 2019*

*Subject:* *Proposal for Landscape Architectural Services for the Avondale City Complex Office Building Project*

*Dear Joe,*

*Dig Studio is pleased to present Architekton with the following Scope of Services to provide site and landscape design for the new Office Building project located at Avondale's City Complex.*

*Dig Studio will provide you the personalized service, creative collaboration and abundant expertise required to design and implement an inventive project on time and within budget. Dig Studio will fully devote our team of people to you and this project as needed through completion.*

*The areas at the City Complex which Dig Studio will provide the services outlined in this proposal. This proposal is prepared based on City of Avondale being the permit approval authority. The site design will follow the City of Avondale's Site Improvement Design Guidelines. Specifically, our site is defined per the attached 'New Office Building Site' exhibit; and will promote environmental awareness and water conservation through the use of native plant materials, efficient irrigation systems, and Low Impact Development (LID).*

*Dig Studio will coordinate with the Architect and design team to develop the design in AutoCAD and Sketchup.*

*Detailed Scope of Work:*

## *Phase 1 – New City Office Building Programming*

*Task 1 – Programming and 30% Schematic Design*

*Dig Studio will participate in a project Kick-Off Meeting and Site Visit to gain an understanding of project goals and existing Site Conditions. Dig will then prepare Design Concepts for the site and amenity areas within scope for review with Architekton (Architect) and Client (City of Avondale). A preferred design concept will be developed into a Schematic Design Package for formal submittal to the Client group. Dig Studio will coordinate with the Architect, design team & client and develop the design in AutoCAD and Sketchup.*

*Dig Studio anticipates the following site areas and amenities for development:*
*Entry Plazas, Walkways, Gardens and Greenways, Site Furnishings, Shade Elements, Low Impact Development Elements and Stormwater Management areas.*

*Dig Studio will coordinate with the Architects to obtain:*

- *Project Vision, Goals, Schedule, Team Directory*
- *CAD Bases for use during project design, including existing conditions survey*
- *3D Models of the building and site for site design models*

*Meetings with Client & Design Team:*

- *Project Kick-Off Meeting*
- *Concept Design Presentation*
- *Site Plan Submittal Coordination Meeting*

*Deliverables:*

- *Preliminary Design Basis narrative*
- *Design Concept plans and*

- *Concept Design Presentation (PDF Presentation Material)*
- *Schematic Design Package (PDF Presentation Material)*

### *Phase 2 – New City Office Building Construction Documents:*

*Task 2 - Design Development (60% Documents)*

*Dig Studio will prepare Design Development drawings, for review by the Architect and the Client. These Design Development plans will define the character and essentials of the project including selection of materials and coordination with engineers on Low Impact Development elements. Dig Studio will provide response to the Client and Architect's comments and changes will be applied in the 100% Construction Documents.*

***Design Development Documents:***

- *Planting Plan: Provide Design Development level layout for all planting areas, identifying plant locations and species.*
- *Planting Details: Provide Design Development level construction details for all softscape elements that meet City of Avondale Standards.*
- *Irrigation Tap and Sleeve Location and Sizing: Size of necessary taps for irrigation will be coordinated and shown on Irrigation Plans for submittal.*
- *Materials & Layout Plan: Provide Design Development level layout for all pedestrian hardscape, amenity deck areas and planting areas.*
- *Site Details: Provide Design Development level construction details for all hardscape elements.*
- *Fine Grading Plan: Provide surface grading strategies for areas within site and amenity deck scope for coordination with Civil Engineer.*

***The following items will be prepared by others:***

- *CAD Base map coordinated with Architect, Civil and Structural Engineers*
- *Site Lighting Plan & Details (Dig will coordinate on locations and fixtures)*

***Meetings with Client & Design Team:***

- *Design Development Coordination Meetings ( 2 meetings )*

***Deliverables:***

- *Design Development Drawings ( 60% Documents )*
- *Design Development Graphic Presentation Materials*

*Task 3 - Construction Documents (100% Construction Documents)*

*Upon Client approval of all Design Development documents, Dig Studio will develop drawings and related technical specifications to construct the work in our scope. The Client shall be responsible for construction budget verification, Bidding and Contract Requirements and General Requirements divisions of the specifications.*
*Dig Studio anticipates two (2) Document submissions: 95% Construction Documents (Permitting and Bidding) and 100% Construction Documents.*

*Any additional revisions or submittals will be considered as additional services. Dig Studio shall prepare working drawings and technical specifications to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work.*

- *City of Avondale Standard Details and Specifications*
- *MAG Uniform Standard Specifications and Details*
- *The Code of the City of Avondale*

*In developing working drawings and technical specifications, Dig Studio shall coordinate our services with those of other consultants and to maintain a construction budget in accordance with that established by the Client.*

***Construction Documents (City of Avondale Submittal):***

- *Planting Plan: Locate and specify all plant materials. Include plant schedule for all planting areas that follows the acceptable tree palette by the City of Avondale.*
- *Irrigation Plan: Full irrigation layout plans, including overall mainline, tap sizing, point of connection, sleeving and spray head locations. Includes coordination with Civil Engineer and the MEP.*

- *Details: Provide construction details for all softscape and irrigation elements within scope of work.*
- *Specifications: Provide sheet specifications for all landscape and irrigation within scope of work.*

- *Layout Plan: Provide detailed, dimensioned materials layout for all scope areas.*
- *Materials Plan: Locate and specify all hardscape materials. Include materials schedule.*
- *Fine Grading Plan: Provide detailed spot elevations/surface grading plan for areas within scope of work. Coordinate with Civil Engineer on connections to storm drain (to be final determined by Civil and Mechanical Engineer).*
- *Details: Provide construction details for all hardscape elements within scope of work.*

***The following items will be prepared by others:***

- *CAD Base Map coordinated with Architect, Civil and Structural Engineers.*
- *Site Lighting Plans and Details, Fixture Electrical Circuitry by Electrical Engineer. (Dig will coordinate on locations and fixtures)*
- *Waterproofing and Sub-Surface Drainage Plans, by Civil and Mechanical Engineer.*
- *Signage Plans and Details, by Architect.*

***Meetings with Client & Design Team:***

- *Construction Document Coordination Meetings ( 2 Total )*

***Deliverables:***

- *Construction Document drawings (95% and 100%)*
- *Construction Specifications*

## *Phase 3 – Construction Administration*

*Task 4 - Construction Phase Services –*

*Dig will provided construction observation during the construction phase of the project. The scope of work will consist of:*

- *Contractor Requests for Information (RFI) Responses*
- *Submittal review and approval*
- *Job site visits and observation reports (7 total) to review the general progress of the work and provide a field report of our findings. Any additional site visits will be billed on a time and materials basis.*
- *Nursery Visits (1) to tag plant material for project use.*
- *Punch List walk-through (2 total) with Architect and Client.*
- *Review Record Drawings for completeness*

*Exclusions to the Scope*

1. *SOILS TESTING: Testing of soils for structural and/or horticultural requirements are not part of Dig Studio's Scope.*
2. *ELECTRICAL ENGINEERING: Electrical engineering and circuitry layout will be prepared by the Electrical Engineer.*
3. *STRUCTURAL ENGINEERING: Structural engineering for landscape walls, steps, related site structures and features such as arbors are not included in scope. Dig Studio will coordinate necessary details with the Structural Engineer.*
4. *CIVIL ENGINEERING: Roadway engineering and engineering of vehicular pavement structures or sub-grade systems are by*

*Civil Engineer.*

5. *WATERPROOFING: Waterproofing design and specifications for all site features will be provided by the Waterproofing Consultant. Dig Studio will coordinate site on-structure details with Waterproofing Consultant and/or Architect and reference that consultant's drawings and specifications.*
6. *SUB-SURFACE DRAINAGE: Dig Studio shall provide spot elevations for surface drainage. Sub-surface drainage and connections to storm and sanitary sewer shall be by others. Sizing of surface drainage structures such as area drains and trench drains shall be provided by Civil Engineer.*
7. *LEED and SITES DOCUMENTATION: LEED and SITES analysis, documentation, and tracking are not part of the Dig Studio scope.*

*Assumptions:*

- *"Landscape" items are defined as tree and planter layout, soil preparation, plantings and irrigation.*
- *"Hardscape" items are defined as pedestrian paving zone types with material palette, steps, walls, fixed planters, site furnishings, water features, and site lighting fixtures.*
- *Location, materials and finishes of pedestrian pavements occur from back of curb to building face.*
- *All landscape / hardscape is on grade.*
- *"Site furniture" includes planters and pots, benches, trash receptacles and other site furnishings to be selected as part of an exterior FFE package.*
- *Dig Studio shall review and adhere to all relevant regulatory requirements for the site.*

*Dig Studio shall provide Design Consultation for the following items:*

- *Review of Civil Engineer's conceptual grading plan for all landscape scope areas on the site.*
- *Review selection, location and rim elevations of drainage inlets or other visible utility equipment in landscaped areas.*

*Fee Proposal*

*For the professional services described in the above Scope of Work, excluding Additional Services, Dig Studio proposes the following Professional Services Fee, to be completed on a Lump Sum basis:*

| *TASK #* | *TASK DESCRIPTION* | *FEE* |
|---|---|---|
| *1* | *Schematic Design (30%)* | *$ 19,530* |
| *2* | *Design Development (60%)* | *$ 17,780* |
| *3* | *Construction Documentation (95%-100%)* | *$ 28,960* |
| *4* | *Construction Observation* | *$ 9,230* |
| *TOTAL PROFESSIONAL SERVICES FEE: Task (1-4)* | | *$ 75,500* |

*Reimbursable Expenses:*
*Printing, reproduction, postal delivery, travel expenses, mileage, parking, and meals will be billed at cost on a monthly basis and are not included in the above fee.*

*These fees are based on our current understanding of the project and desired scope of services, and we would appreciate the opportunity to further tailor the scope and fee to best meet your project requirements.*

*11/19/2019*

*Dig Studio, Inc.* *Date* *Architekton* *Date*

*Jay Hicks, RLA, ASLA*
*Principal Partner*
*t. 602-595-4101*

SPEEDIE AND ASSOCIATES
Geotechnical • Environmental • Materials Engineers

November 19, 2019

Joe Salvatore, AIA
Architekton
464 South Farmer Avenue
Suite 101
Tempe, AZ 85281

**RE: Proposal for Geotechnical Investigation**
**Avondale City Office Building & Parking Expansion**
**NEC Avondale Boulevard & Jefferson Street**
**Avondale, AZ**
**Proposal No. 71267 S**

Mr. Salvatore:

Speedie & Associates, Inc. (S&A) is looking forward to continuing our relationship with Architekon and your Design Team in assisting with the design and successful construction of the proposed City of Avondale Office Building development in Avondale, Arizona. In response to your request for proposal, we hereby provide our scope of work and cost proposal to provide Geotechnical Engineering services for this project that will meet local industry standards including conducting a subsurface soil investigation at the above referenced site that will assist your team in developing detailed and cost effective site development and foundation design requirements.

## ASSUMPTIONS

We understand that the development is divided into 2 components, an Office Building and a Secured Parking Lot Expansion. The City Office Building will be a 2 story building totaling 20,000 square feet with slab on grade and masonry, steel frame or concrete tilt panel construction. The parking lot expansion will be a secured area for police use. Structural loads will be light to moderate for the office building and no special considerations regarding settlement tolerances known at this time. Adjacent areas will be landscaped or paved to support moderate volumes of auto and truck traffic.

The intent of this investigation is to provide the best possible information within the allotted budget. ***It is our opinion that the least costly investigation may not result in the most cost-effective design. This project is too important to cut corners in favor of price.*** The scope of work anticipated has been broken down as follows:

## SCOPE of WORK

The following Tasks are anticipated to meet the design needs of this project:

**TASK 1 – Project Preparation**
The site is located on a vacant pad at the Avondale City Hall complex. We will meet locally or otherwise communicate with the design team to finalize a boring and sampling plan. Once established, we will make a site reconnaissance to mark the proposed boring locations in the field with the locations to be approved by the

client and property owner. S&A will take reasonable precautions to avoid damage to subterranean structures, pipelines and utilities including notifying AZ811 (Blue Stake). The client (and owner) agree S&A is not responsible for any damage to underground structures, pipelines and utilities that are not traceable, not called to our attention and/or correctly shown on the plans furnished to S&A.

**TASK 2 – Field Investigation**
We will drill and sample the test borings requested to determine subsoil conditions and provide samples for laboratory testing. Sufficient laboratory tests will be conducted to classify the soils encountered and provide data for engineering design. We presently anticipate drilling the following number of structural borings to the depths indicated or auger refusal, whichever comes first.

| Component | Description | Number of Borings | Depth, feet |
|---|---|---|---|
| Office Building | Structural Borings | 3-4 | 10-20 |
| Parking Expansion | Pavement Subgrade Borings | 2-3 | 10 |

Access to the site by conventional truck-mounted drilling equipment is assumed to be free and unencumbered.

**TASK 3 – Lab Testing**
Sufficient laboratory tests will be conducted to properly classify the soils encountered and provide data for engineering design.

a. Grain Size Analysis
b. Plasticity Index
c. Consolidation
d. Swell Test
e. Moisture/Density Relations (Proctor)

**TASK 4 – Report**
We will analyze the data obtained from field and laboratory testing and prepare a draft report presenting all data obtained, together with our conclusions and recommendations regarding the following.

1. Design data, allowable bearing pressure and depth, for shallow spread footings for light to moderate loads.
2. Alternate foundation systems and design data as dictated by soil conditions and foundation loads.
3. Settlement estimate for each foundation system considered.
4. Seismic Site Classification based on borings and published ground motion data.
5. Lateral pressures on temporary and permanent retaining and foundation walls.
6. Groundwater conditions, if any, to the depths which will influence design and/or construction of the proposed development.
7. Swell potential of in-situ and compacted soils and recommendations for control if highly expansive.
8. Pavement design to provide economy and adequate service.
9. Suitability of site soils for use as compacted fill and preferred earthwork methods, including clearing, stripping, excavation and construction of engineered fill.
10. Local excavation and trenching conditions and stability considerations.

Once the client and/or design team has reviewed the draft report, we will issue a final report with agreed upon comment resolutions.

## FEES

Charges for our services have been determined per the attached. We propose to provide the design services set forth herein for the following lump sum amounts, which includes all testing, engineering, reimbursable expenses, one hard copy of the report and an electronic PDF format file emailed upon completion. Should we be informed that additional copies of the report are needed after it has been finalized, there will be an additional charge of $25.00 per report.

| Component | Description | Fee | |
|---|---|---|---|
| Office Building | 3-4 Auger Borings with Report | $ 3,200.00(1) | Accept ❒ Decline ❒ |
| Parking Expansion | 2-3 Auger Borings with Report | $ 2,300.00(1) | Accept ❒ Decline ❒ |
| Notes: [1] Cost assumes each component completed independently. If both components are completed jointly, the cost of each component can be reduced by $400.00. | | | |

The lump sum amounts included in this proposal do not include delays in the field not caused by Speedie and Associates and its subcontractor. The amount does not include client meetings, additional consultation or other services not specifically stated in this proposal. Should our studies encounter conditions, which warrant additional investigation and/or testing, such conditions will be reviewed with you prior to proceeding.

## SERVICE SCHEDULE

We have the staff available to begin work immediately upon notice to proceed. Once we finalize the boring location plan, 5-7 working days are required to mark, obtain utility clearances and begin auger borings. Fieldwork for auger borings should take one day (weather and land use permitting). Lab testing will require about 2-3 weeks. We can provide preliminary information within a few days after drilling the site. The complete draft report will be issued within seven days of lab testing completion. As always, we stand ready to make reasonable adjustments to this schedule to meet our clients' needs.

We appreciate the opportunity to submit this proposal for your consideration. If the terms set forth are satisfactory, please sign a copy and return it for our records, or attach this scope of work to your standard agreement for professional engineering services.

| Respectfully submitted, | APPROVED AND ACCEPTED |
|---|---|
| SPEEDIE & ASSOCIATES, INC. | For: Architekton |
| [redacted] | By: |
| Kenneth M. Euge II | (Printed Name & Position) |
| Project Coordinator | |
| | (Signature) |
| | |
| | (Date) |

SPEEDIE AND ASSOCIATES
Geotechnical ▪ Environmental ▪ Materials Engineers

# ENGINEERING SERVICES

## *2019 Fee and Rate Schedule*

*Fees for services will be based upon the time worked on the project at the following rates:*

| Title | Rate Per Hour |
|---|---|
| Principal | $ 130.00 |
| Project Manager | 100.00 |
| Sr. Geologist/Engineer | 100.00 |
| Project Engineer/Geologist | 90.00 |
| Environmental Specialist | 85.00 |
| Architectural Special Inspector | 85.00 |
| Structural Special Inspector | 75.00 |
| Staff Engineer/Geologist | 70.00 |
| Sr. Engineering Technician | 55.00 |
| Draftsman | 50.00 |
| Materials Testing Technician | 45.00 |
| Clerical/Administrative | 40.00 |

**REIMBURSABLE EXPENSES**
Light Truck Mileage Rate: $0.50 per mile
The following items are reimbursable to the extent of actual expenses plus 15%:

1. Transportation, lodging and subsistence for out of town travel
2. Special mailings and shipping charges
3. Special materials and equipment unique to the project
4. Duplication or reprinting/copying reports

**TEST BORINGS AND FIELD INVESTIGATIONS**
On projects requiring test borings, test pits, or other explorations, the services of reputable contractors to perform such work shall be obtained.

**SUBCONTRACTORS/SUBCONSULTANTS CHARGES**
Any charges for subcontractors/subconsultants are subject to a 15% handling fee if invoiced by Speedie & Associates or such charges can be directly paid by the CLIENT.

**SPECIAL RATES**
The following rates may be subject to a 35% increase:

- Overtime – time over 8 hours per weekday and on Saturday
- Sunday and Holidays
- Rush orders

**EXPERT WITNESS**
Deposition and testimony; 4-hour minimum, $250.00 per hour.

***The following Terms and Conditions are included and hereto made a part of this agreement.***



**Initials _____**
**Initials _____**

RLB | Rider Levett Bucknall

4343 East Camelback Road
Suite 350
Phoenix, Arizona 85018

T: +1 602 443 4848
F: +1 602 443 4849

SJM:R/PHX-FP:CoA
November 19, 2019

Mr. Joseph M. Salvatore, AIA LEED AP
Architect | Principal
Architekton
464 South Farmer Avenue, Suite #101
**TEMPE, ARIZONA 85281**

Via e-mail: joesalvatore@architekton.com

Dear Joe:

**RE: CITY OF AVONDALE CITY COMPLEX OFFICE BUILDING**
**FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

Thank you very much for inviting Rider Levett Bucknall (RLB) to submit a fee proposal for providing Cost Consultancy Services for the City of Avondale City Complex Office Building.

## Project Background

Due to the current and future growth needs of the City of Avondale, the City needs a new office building to expand the Civic Center campus. The campus has been master-planned for future buildings with existing pad sites, and this new office building will be located on the existing building pad north of Jefferson Street. The building will be a 2-story 20,000 square foot office building as described below. The building will house city staff/departments and leased professional office space. Site work associated with the new building includes parking, driveways, landscape, utilities, etc.

In addition, the design scope includes enlarging the secure parking lot at Police Headquarters (separate parcel) in an open area immediately East and contiguous with the current secure lot. It includes some work at the existing ISM Building, minor renovation to the old server room of the existing City Hall and some graphics and wayfinding improvements.

## General Project Scope

The project consists of:

- Design of the new City Office Building (approximately 20,000 square feet)
- Renovate the existing City Hall IT Server Room into offices for the Finance Department

- TI renovations in the ISM Building (8,500 square feet)
- Enlarging the Police secure parking lot (separate parcel)
- Provide Graphics and Wayfinding design services for the new building and the relocated city departments, based upon the existing City Hall Complex package
- Permitting of the Construction Documents
- Collaboration with the City's designated Project Manager and CMAR during the design and construction process
- Construction Administration for the project

**RE: CITY OF AVONDALE CITY COMPLEX OFFICE BUILDING**
**FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

## General Project Scope

ISM Building Work

IT and Server needs to move into the ISM Building. IT will require approximately 8,500SF per the Space Plan. This SF includes approximately 1,400 SF for the Server Room. IT will be located on the 1st Floor. This remodel can occur at the same time as the new office construction.

The remodel for the ISM Building is to be a typical office remodel for the IT offices and account for a server room with in-rack cooling and FM-200 although we will evaluate sprinklers as well.

New City Complex Office Building

New 20,000GSF City Office Building Shell design will incorporate, but not be limited to:

- Council, City Attorney, City Manager, Community Relations, and Economic Development departments moving into the new office building with the remaining space as leasable.
- The City will find a tenant so the building is fully built out when completed. Plan on providing the design services for the full 20,000gsf buildout
- Exercise Room, Stairs and Elevator
- IT Equipment Room (MDF) and IT Facility Systems
- Building Services Spaces, building-mounted signs or monument signs
- Low Impact Development (LID), Parking, Parking canopies, Lighting, and Site Improvements
- Off-site utilities and street improvements

Existing City Hall Building Renovations – limited to:

- 1,000sf (approx.) full remodel including demolition, HVAC, Lighting, Sprinkler, Fire Alarm, Finishes of the old server room into new office space for the Finance Department

Expand the Secured Parking Lot adjacent to the existing Police Headquarters – limited to:

- expand the existing secured police parking lot using the property to the east; including a revised master parking layout for both areas as one lot

**RE: CITY OF AVONDALE CITY COMPLEX OFFICE BUILDING**
**FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

## Consultant Scope of Work & Proposed Fees

Our fees for providing the following Cost Consultancy Services are as follows:

Schematic Design (SD) Phase

- prepare one (1) Schematic Design (SD) Construction Cost Estimate including estimate review w/ project team and review/reconciliation with the selected CMAR - $16,200 (120 hours x $135/hr)

Guaranteed Maximum Price (GMP) Phase

- prepare one (1) Peer Review Report of the CMAR's final Guaranteed Maximum Price (GMP) submittal to the City of Avondale - $8,100 (60-hours x $155/hr)

Total proposed fee ***$ 24,300***

## Exclusions

Please carefully note that our proposed fees specifically do not include the following:

- preparation of independent Design Development and/or Construction Documents construction cost estimate(s)
- detailed labor, material and equipment build-ups for any unit rates included within RLB's cost estimate(s)
- preparation of new cost estimates or amendments to our cost estimates necessitated by changes in the design or by further redesigns beyond the milestone exercises specifically included within this proposal

**RE: CITY OF AVONDALE CITY COMPLEX OFFICE BUILDING**
**FEE PROPOSAL FOR COST CONSULTANCY SERVICES**

## Additional Services

If any additional Cost Consultancy Services are requested, then those services will be reimbursed in accordance with our current hourly rates which are as follows:

| | |
|---|---|
| President, Executive Vice President | $275.00 |
| Senior Vice Presidents, Vice Presidents | $250.00 |
| Principals, Associates, Resident Managers | $225.00 |
| Senior Cost Manager | $155.00 |
| Cost Manager | $135.00 |
| Cost Estimator | $115.00 |

## Terms & Conditions

The terms will be as per Architekton's contract with Owner and the Standard AIA Consultant Agreement. Unless otherwise agreed to in writing, RLB's scope of services is limited to the extent included in this proposal.

Any additional scope, changes in the scope, or additional scope required by contract terms and conditions shall be an additional service for which additional fees will be required.

## Acceptance

To signify your acceptance of this proposal, please sign below and return it to me. In the meantime, if you have any questions, or would like to discuss some aspect of this proposal, please feel free to contact us.

Yours faithfully,

**RIDER LEVETT BUCKNALL LTD.**

[redacted]

**Scott J. Macpherson MRICS**
Executive Vice President

[redacted]

**Jesse Zunke CM-Lean**
Senior Cost Manager

Accepted: _____

Position / Title: _____

Date: _____

Item Number: 3.g.

# CITY COUNCIL REPORT

**SUBJECT:** Contract Award with Rummel Construction for McDowell Recharge Basin Sedimentation Removal

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Cindy Blackmore, Public Works Director, (623) 333-4410

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request to approve a Contract with Rummel Construction, Inc. for McDowell Recharge Basin Sedimentation and Berm Removal in the amount of $175,442; approve a budget amendment in the amount of $41,591; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

**BACKGROUND:**

The McDowell Recharge Facility is located north of McDowell Road near Friendship Park. Its infrastructure consists of a 36-inch transfer pipe which conveys water via gravity from the Crystal Gardens Wetlands to the Recharge Facility site where the flow can be directed to the four recharge basins. In addition, the Recharge Facility also receives treated effluent from the City's Charles M. Wolf Water Resource Facility (WRF). The Recharge Facility currently operates under an Underground Storage Facility Permit from Arizona Department of Water Resources which allows recharging up to 20,000 acre-feet per year. The recharge credits are an important part of Avondale's water portfolio.

The recharge basins are 20 years old and have not had any major infrastructure work to keep them in optimum working order. As a result, the storage capacity of the facility has declined. Public Works identified and funded project WA1474, McDowell Recharge Basin Improvements, in the Council approved FY2020 Capital Improvement Plan (CIP). On February 6, 2019, The City entered into Professional Services Agreement 19-037C with Stanley Engineers to provide design services and construction oversight to improve the facility's operational efficiencies and optimize storage retention in all four basins. On July 9, 2019 the City entered in to a Job Order Contract (JOC) with B & F Contracting to complete the infrastructure work on the facility upgrade project.

**DISCUSSION:**

The B & F Contracting JOC project, that focused on the installation of a new meter, basin piping and associated structures, is underway and the final cost will be less than estimated and appropriated in the CIP WA1474 project budget. Public Works is seeking to use savings realized from that project to fund basin sedimentation and berm removal. Although basin sedimentation and berm removal were not specifically identified in the original CIP project scope, this work will improve the efficiency of the recharge basins and ensure they operate as originally designed.

On October 9, 2019, the City issued IFB PI-020, McDowell Recharge Basin Sedimentation & Berm Removal.

Three bids were received and Rummel Construction, Inc. was the only bidder considered responsive. The total cost for Rummel Construction's low bid plus alternative #1 is $175,442.

Rummel Contract $175,442
WA1474 Project Balance $133,851
Additional Funding Needed $ 41,591

**BUDGET IMPACT:**

Project funding in the amount of $133,851 is currently available in the approved Capital Project line item 514-1474-00-8520, McDowell Recharge Basin Improvements. Staff is requesting that $41,591 be transferred from Water Administration Operating Budget line item 501-9110-00-6180, Other Professional Services.

**RECOMMENDATION:**

Staff recommends that City Council approve a Contract with Rummel Construction, Inc. for McDowell Recharge Basin Sedimentation and Berm Removal in the amount of $175,442; approve a budget amendment in the amount of $41,591; and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Avondale
Aspiring. Achieving. Accelerating.

City of Avondale
Public Works Department

# INVITATION FOR BIDS

## SOLICITATION INFORMATION AND SCHEDULE

| | |
|---|---|
| Solicitation Number: | **PW 20-020** |
| Project Number: | **WA 1474** |
| Solicitation Title: | **McDowell Recharge Basin Sedimentation & Berm Removal** |
| Release Date: | **October 9, 2019** |
| **NON-MANDATORY** Prospective Bidders' Conference: | **October 15, 2019**<br>**8:00 a.m.** (local-time, Phoenix, Arizona)<br>Lantana Conference Room at the<br>Municipal Operations Service Center (MOSC)<br>399 E. Lower Buckeye Road<br>Avondale, Arizona 85323<br><br>**Site Visit to Follow** |
| Final Date for Inquiries: | **October 21, 2019** |
| Bid Deadline: | **October 30, 2019**<br>5:00 p.m. (local-time, Phoenix, Arizona) |
| Bid Opening: | **October 30, 2019**<br>5:00 p.m. (local-time, Phoenix, Arizona)<br>Avondale City Hall<br>11465 W. Civic Center Drive<br>Avondale, Arizona 85323 |
| Procurement Administrator: | Tiffany Copp tcopp@avondaleaz.gov |

In accordance with the City of Avondale Procurement Code, competitive sealed Bids for the services specified herein will be received by the City Clerk at the City Clerk's Office at City Hall until the date and time referenced above (the "Bid Deadline"). Bids received by the Bid Deadline shall be publicly opened and the Bid Price read. Bids must be in the actual possession of the City Clerk on, or prior to, the Bid Deadline. Late Bids shall not be considered, except as provided in the City Procurement Code. Each Bid shall be submitted in a sealed envelope with the Solicitation Number and the Bidder's name and address clearly indicated on the front of the envelope.

* The City of Avondale reserves the right to amend the solicitation schedule as necessary.

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits and other documents included as part of this Contract (the "Contract Documents").

| | |
|---|---|
| Arizona Transaction (Sales) Privilege Tax License Number: 07-524273<br><br>Federal Employer Identification Number: 86-0826768<br><br>Contractor Name Rummel Construction, Inc.<br><br>Address 7520 East Adobe Drive<br><br>Scottsdale AZ 85255<br>City State Zip Code | For Clarification of this Bid contact:<br><br>Name: Mike Claflin, Project Estimator<br>Telephone: 480-222-9922<br>Facsimile: 480-222-8521 Estimating Fax<br>Email: mclaflin@rummelconstruction.com<br><br>Authorized Signature for Contractor<br><br>Printed Name Eric Decker<br><br>Title Vice President |
| ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY) | |
| Effective Date: Contract No. Official File: | |
| CITY OF AVONDALE, an Arizona municipal corporation<br><br>Charles A. Montoya, City Manager<br><br>ATTEST:<br><br>Marcella Carrillo, City Clerk | APPROVED AS TO FORM:<br><br>_____, City Attorney |

OFFER

The undersigned (the "Bidder") hereby offers this Bid as an offer to contract with the City under the terms and conditions set forth below and certifies that Bidder has read, understands and agrees to fully comply with, and be contractually bound by, all terms and conditions as set forth in this Invitation For Bids ("IFB"), the Contract formed hereby (as defined below) and any amendments thereto, together with all Exhibits and other documents included as part of this Contract (the "Contract Documents").

| | |
|---|---|
| Arizona Transaction (Sales) Privilege Tax License Number: 07-524273<br><br>Federal Employer Identification Number: 86-0826768<br><br>Contractor Name Rummel Construction, Inc.<br><br>Address 7520 East Adobe Drive<br><br>Scottsdale AZ 85255<br>City State Zip Code | For Clarification of this Bid contact:<br><br>Name: Mike Claflin, Project Estimator<br>Telephone: 480-222-9922<br>Facsimile: 480-222-8521 Estimating Fax<br>Email: mclaflin@rummelconstruction.com<br><br>Authorized Signature for Contractor [redacted]<br><br>Printed Name Eric Decker<br><br>Title Vice President |
| ACCEPTANCE OF OFFER (FOR CITY OF AVONDALE USE ONLY) | |
| Effective Date: Contract No. Official File: | |
| CITY OF AVONDALE, an Arizona municipal corporation<br><br>Charles A. Montoya, City Manager<br><br>ATTEST:<br><br>Marcella Carrillo, City Clerk | APPROVED AS TO FORM:<br><br>_____, City Attorney |

# CITY OF AVONDALE
# ACKNOWLEDGMENT OF REFERENCE DOCUMENTS RECEIVED

## INVITATION FOR BIDS

McDowell Recharge Basin Sedimentation & Berm Removal
PW 20-020

Vendor certifies that it has reviewed and verified the reference documents associated with IFB PW 20-020, released on October 9, 2019, and that the information contained therein has been incorporated in formulating the Vendor's Offer:

[redacted], October 30, 2019
Signed Date

Eric Decker, Vice President
Print Name and Title

Rummel Construction, Inc.
Company Name

## ARTICLE I - DEFINITIONS

For purposes of this Invitation for Bids, the following definitions shall apply:

1.1 "Bid" or "Offer" means a responsive bid or quotation submitted by a Bidder in response to this Invitation for Bids.

1.2 "Bid Deadline" means the date and time set forth on the cover of this IFB for the City Clerk to be in actual possession of the sealed Bids.

1.3 "Bid Opening" means the date and time set forth on the cover of this Invitation for Bids for opening of sealed Bids.

1.4 "Bidder" means any person or firm submitting a competitive Bid in response to this IFB.

1.5 "City" means the City of Avondale, an Arizona municipal corporation.

1.6 "City Representative" means the City employee who has specifically been designated to act as a contact person to the City's Procurement Administrator, and who is responsible for monitoring and overseeing the Contractor's performance under this Contract and for providing information regarding details pertaining to the Work.

1.7 "Confidential Information" means that portion of a Bid, proposal, Offer, Specification or protest that contains information that the person submitting the information believes should be withheld, provided (i) such person submits a written statement advising the City of this fact at the time of the submission and (ii) the information is so identified wherever it appears.

1.8 "Contract" means, collectively, (i) the executed Offer/Bid, (ii) the executed Acknowledgment of Plans and Specifications, (iii) this IFB, including all completed exhibits, (iv) the Notice of Award, (v) the Notice to Proceed or Purchase Order(s), (vi) any approved Addendum, Change Order or Amendment, (vii) the Contractor's Certificates of Insurance and a copy of the Declarations Page(s) of the insurance policies, (viii) the Certificate of Completion and (ix) any Plans, Specifications, Reference Documents or other documents attached, appended or incorporated herein by reference. Alternate or optional bid items will become part of this Contract only if they are accepted by the City in writing on the Price Sheet.

1.9 "Contractor" means the individual, partnership, corporation or limited liability company who has submitted a Bid in response to this IFB and who, as a result of the competitive bidding process, is awarded a contract for Materials or Services by the City.

1.10 "Contract Time" means the time period during which the Contractor must complete all of the Work related to the Project.

1.11 "Day(s)" means calendar day(s) unless otherwise specified.

1.12 "Engineer" means the City Engineer or authorized designee.

1.13 "Final Completion" shall be defined as set forth in Section 3.18 and shall occur not later than 30 Days from the date of Substantial Completion unless otherwise designated by the Engineer and subject to modification by changes in the Work as provided in Section 3.16 below.

1.14 "Invitation for Bids" or "IFB" means this request by the City for participation in the competitive bidding process according to all documents, including those attached or incorporated herein by reference, utilized for soliciting Bids for the Materials and/or Services in compliance with the City's Procurement Code.

1.15 "MAG Specifications" means, collectively, the "Uniform Standard Specifications for Public Works Construction," current edition as of the date of Contract award and the "Uniform Standard Details for Public Works Construction," current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments ("MAG") and any amendments or supplements adopted by the City.

1.16 "MAG Supplement" means the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details for Public Works Construction, dated April, 2008.

1.17 "Materials" means any personal property, including equipment, materials, replacements and supplies provided by the Contractor in conjunction with this Contract and shall include, in addition to Materials incorporated in the Project, equipment and other material used and/or consumed in the performance of the Work.

1.18 "Multiple Award" means an award of an indefinite quantity contract for one or more similar products, commodities or Services to more than one Bidder.

1.19 "Plans" means drawings relating to the Project, prepared by or on behalf of the City, bearing the seal of the professional who is responsible for their preparation.

1.20 "Price" means the total expenditure for the defined Project, inclusive of all Materials, commodities or Services.

1.21 "Procurement Administrator" means a City employee, as designated on the cover of this IFB, who has specifically been designated to act as a contact person to the Bidders and/or Contractor relating to their IFB.

1.22 "Procurement Agent" means the City Manager or authorized designee.

1.23 "Procurement Code" means the City's Procurement Code, as amended from time to time.

1.24 "Project" means the purpose and Work described as set forth in Section 2.1, in the "Purpose/Scope of Work" of the IFB.

1.25 "Punch List" means that list of items provided by City to Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by Contractor after Substantial Completion.

1.26 "Reference Documents" means information provided by the City relating to the Project that must be evaluated by the Contractor and incorporated into its Bid.

1.27 "Services" means the furnishing of labor, time or effort by a Contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance and as further defined in this Contract. This term does not include "professional and technical services" as defined in the Procurement Code.

1.28 "Specification" means any description of the physical characteristics, functional characteristics, or the nature of a commodity, product, supply or Services. The term may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

1.29 "Subcontractor" means those persons or groups of persons having a direct contract with the Contractor to perform a portion of the Work and those who furnish Materials according to the plans and/or Specifications required by this Contract.

1.30 "Substantial Completion" shall be defined as set forth in Section 3.17 below and shall occur not later than the date set forth in the Schedule, subject to modification by changes in the Work as provided in Section 3.16 below.

1.31 "Substitutions" means Contractor's proposed changes in products, materials, equipment and methods of construction from those required by the Contract Documents.

1.32 "Substitutions for Cause" means changes proposed by Contractor that are required due to changed product conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.

1.33 "Substitutions for Convenience" means changes proposed by Contractor or City that are not required in order to meet other Project requirements, but which may offer advantage to Contractor or City.

1.34 "Vendor" means any firms, entities or individuals desiring to prepare a responsive Bid in response to this Invitation for Bids.

1.35 "Work" means all labor, Materials and equipment incorporated or to be incorporated in the Project that are necessary to accomplish the construction required by this Contract.

## ARTICLE II – BID PROCESS; BID AWARD

2.1 Purpose/Scope of Work. The Work included in this Project consists of removing accumulated sediment from the bottom of an 18-acre site comprised of four (4) recharge basins and the possible removal of a berm. The City is issuing this IFB to secure a qualified Class A, A-5 or KA Licensed Contractor to perform the Work and provide Materials as more particularly described in the Scope of Work attached hereto as Exhibit A and incorporated herein by reference. Bidders must submit Bids encompassing the entire Project, inclusive of the related construction drawings and Reference Documents. Failure to do so may result in a determination that the Bid is non-responsive.

2.2 Amendment of IFB. Except as set forth in Section 3.57 below, no alteration may be made to this IFB or the resultant Contract without the express, written approval of the City in the form of an official IFB addendum or Contract amendment. Any attempt to alter this IFB/Contract without such approval is a violation of this IFB/Contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City including, but not limited to, Contract cancellation and suspension and/or debarment of the Bidder or Contractor.

2.3 Preparation/Submission of Bid. Bidders are invited to participate in the competitive bidding process for the Project specified in this IFB. Bidders shall review their Bid submissions to ensure the following requirements are met.

A. Irregular/Non-responsive Bids. The City will consider as "irregular" or "non-responsive" and shall reject any Bid not prepared and submitted in accordance with the IFB and Specifications, or any Bid lacking sufficient information to enable the City to make a reasonable determination of compliance with the Specifications. Unauthorized or unreasonable exceptions, conditions, limitations, or provisions shall be cause for rejection. Bids may be deemed non-responsive at any time during the evaluation process if, in the sole opinion of the Procurement Agent, any of the following are true:

1. Bidder does not meet the minimum required skill, experience or requirements to perform the Work or provide the Materials.

2. Bidder has a past record of failing to fully perform or fulfill contractual obligations.

3. Bidder cannot demonstrate financial stability.

4. Bid submission contains false, inaccurate or misleading statements that, in the opinion of the Procurement Agent, are intended to mislead the City in its evaluation of the Bid.

B. Specification Minimums. Bidders are reminded that the Specifications in this IFB are the minimum levels required and that Bids submitted must be for products that meet or exceed the minimum level of all features specifically listed in this IFB. Bids offering less than the minimums specified will be deemed not responsive. It shall be the Bidder's responsibility to carefully examine each item listed in the Specifications.

C. Required Submittal. Bidders shall provide **the entire IFB document (all pages)** that contains the following completed pages/documents to be considered a responsive Bid:

1. Offer, signed in ink by a person authorized to bind the Bidder (Page i).
2. Acknowledgement of Resource Documents signed in ink (Page ii).
3. Price Sheet (Exhibit C or as subsequently replaced by Addendum).
4. Licenses; DBE/WBE Status (Exhibit E).
5. References (Exhibit F).
6. Bid Bond (Exhibit G).
7. Key Personnel/Subcontractor Listing (Exhibit H).
8. Acknowledgment page, signed in ink, for each Addendum received, if any (Exhibit K).

D. Bidder Responsibilities. All Bidders shall (1) examine the entire Bid package, (2) seek clarification of any item or requirement that may not be clear, (3) check all responses for accuracy before submitting a Bid and (4) submit the entire completed Bid package, in accordance with Subsection 2.3(C) above, by the official Bid Deadline. Late Bids shall not be considered. Bids not submitted with an **original, signed** Offer page by a person authorized to bind the Bidder shall be considered non-responsive. Negligence in preparing a Bid shall not be good cause for withdrawal after the Bid Deadline.

E. Sealed Bids. All Bids shall be sealed and clearly marked with the IFB title and number on the lower left hand corner of the mailing envelope. A return address must also appear on the outside of the sealed Bid.

F. Address. All Bids shall be directed to the following address: City Clerk, 11465 West Civic Center Drive, Suite 200, Avondale, Arizona 85323, or hand-delivered to the City Clerk's office.

G. Bid Forms. All Bids shall be on the forms provided in this IFB. It is permissible to copy these forms if required. Telegraphic (facsimile), electronic (email) or mailgram Bids will not be considered.

H. Modifications. Erasures, interlineations, or other modifications in the Bid shall be initialed in original ink by the authorized person signing the Bid.

I. Withdrawal. At any time prior to the specified Bid Opening, a Bidder (or designated representative) may amend or withdraw its Bid. Facsimile, electronic (email) or mailgram Bid amendments or withdrawals will not be considered. No Bid shall be altered, amended or withdrawn after the specified Bid Deadline, unless otherwise permitted pursuant to the City Procurement Code.

2.4 Inquiries; Interpretation of Plans, Specifications and Drawings.

A. Inquiries. Any question related to the IFB, including any part of the Plans, Specifications, Scope of Work or other Contract Documents, shall be directed to the City Representative and Procurement Administrator whose names appear on the cover page of this IFB. Verbal or telephone inquiries directed to City staff **will not be answered**. Within two business days following the Final Date for Inquiries listed on the cover page of this IFB, answers to all questions received in writing or via e-mail will be mailed, sent via facsimile and/or e-mailed to all parties who obtained an IFB package from the City and who legibly provided a mailing address, facsimile and/or e-mail address to the City. Questions shall be submitted in writing by the date indicated on the cover page of this IFB; the City will not respond to any inquiries submitted later than the Final Date for Inquiries. The Vendor submitting such inquiry will be responsible for its prompt delivery to the City. Any correspondence related to the IFB shall refer to the title and number, page and paragraph. However, the Bidder shall not place the IFB number and title on the outside of any envelope containing questions, because such an envelope may be identified as a sealed Bid and may not be opened until the Bid Opening. Any interpretations or corrections of the proposed Contract Documents will be made only by addenda duly approved and issued by the City. The City will not be responsible for any other explanations or interpretations of the Contract Documents.

B. Addenda. It shall be the Bidder's responsibility to check for addenda issued to this IFB. Any addendum issued by the City with respect to this IFB will be available on the City's procurement website at www.avondaleaz.gov/procurement.

C. Approval of Substitutions. The Materials, products, and equipment described in this IFB establish a standard or required function, dimension, appearance and quality to be met by any proposed substitution. No substitute will be considered unless written Substitution/Equal Request in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. Each such request shall include the name of the Material or equipment for which it is to be substituted and a complete description of the proposed substitute, including any drawings, performance and test data and any other information necessary for evaluation of the substitute. If a substitute is approved, the approval shall be by written addendum to the IFB. Bidder shall not rely upon approvals made in any other manner.

D. Use of Equals. When the Specifications for materials, articles, products and equipment include the phrase *"or equal,"* Bidder may bid upon and use materials, articles, products and equipment that will perform equally the requirements imposed by the general design. The Engineer will have the final approval of all materials, articles, products and equipment proposed to be used as an "equal." No such "equal" shall be purchased or installed without prior, written approval from the Engineer. No "equal" will be considered unless a written Substitution/Equal Request, in the form attached hereto as Exhibit B, has been received by the City Representative at least 10 Days prior to the Bid Deadline. The request shall include the name of the material or equipment for which the item is sought to be considered an equal and a complete description of the proposed equal including any drawings, cuts, performance and test data and any other information necessary for evaluation of the equal. All approval of equals shall be issued in the form of written addendum or amendment, as applicable, to this IFB or the Contract.

E. Bid Quantities. It is expressly understood and agreed by the parties hereto that the quantities of the various classes of Services and/or Materials to be furnished under this Contract, which have been estimated as stated in the Bidders' Offer, are only approximate and are to be used solely for the purpose of comparing, on a consistent basis, the Bidders' Offers presented for the Work under this Contract. The selected Contractor agrees that the City shall not be held responsible if any of the quantities shall be found to be incorrect and the Contractor will not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of Services and/or Materials as estimated and the Services and/or Materials actually provided. Contractor is responsible for ensuring that all Materials contained in the Plans for the project are bid on the Price Sheet. Contractor shall bring any potential discrepancy between the Plans and the Price Sheet

to the City's attention, either at the Prospective Bidders' Conference or by written inquiry, as set forth in Subsection 2.4(A) above. If any error, omission or misstatement is found to occur, the same shall not (1) invalidate this Contract or the whole or any part of the Scope of Work, (2) excuse Contractor from any of the obligations or liabilities hereunder or (3) entitle Contractor to any damage or compensation except as may be provided in this Contract.

2.5 Prospective Bidders' Conference. A Prospective Bidders' Conference may be held. If scheduled, the date and time of the Prospective Bidders' Conference will be indicated on the cover page of this IFB. The Prospective Bidders' Conference may be designated as mandatory or non-mandatory on the cover of this IFB. Bids shall not be accepted from Bidders who do not attend a mandatory Prospective Bidders' Conference. Bidders are strongly encouraged to attend those Prospective Bidder's Conferences designated as non-mandatory. The purpose of the Prospective Bidders' Conference will be to clarify the contents of the IFB in order to prevent any misunderstanding of the City's requirements. Any doubt as to the requirements of this IFB or any apparent omission or discrepancy should be presented to the City at the Prospective Bidders' Conference. The City will then determine if any action is necessary and may issue a written amendment or addendum to the IFB. Oral statements or instructions will not constitute an amendment or addendum to the IFB.

2.6 New Materials. All Materials to be provided by the Contractor and included in the Bid shall be new, unless otherwise stated in the Specifications.

2.7 Prices. Work shall be performed at the unit prices as set forth in the Price Sheet attached hereto as Exhibit C and incorporated herein by reference. Bid prices shall be submitted on a per unit basis by line item, when applicable and include all applicable transaction privilege, sales or use tax. In the event of a disparity between the unit price and extended price, the unit price shall prevail. **NOTE: All pricing blanks must be filled in. Empty or unfilled spaces in the Bid Price Sheet shall result in a determination that a Bid is non-responsive.**

2.8 Payment; Discounts. Any Bid that requires payment in less than 30 Days shall not be considered. Payment discounts of 30 Days or less will not be deducted from the Bid Price in determining the low Bid. The City shall be entitled to take advantage of any payment discount offered, provided payment is made within the discount period. Payment discounts shall be indicated on Price Sheet.

2.9 Taxes. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Please be advised that ARIZ. REV. STAT. § 42-5075(P) applies to the Project contemplated within this Contract. Transaction privilege tax, sales tax and use tax, if any, shall be included in the unit price for each line item. It shall not be considered a lump sum payment item. Bidder should not include tax on any allowances. It is the sole responsibility of the Bidder to determine any applicable tax rates and calculate the tax accordingly. Failure to accurately tabulate any applicable taxes may result in a determination that a Bid is non-responsive. The Bidder shall not rely on, and shall independently verify, any tax information provided by the City.

2.10 Federal Funding. It is the responsibility of the Bidder to verify and comply with federal requirements that may apply to the Work (the "Federal Requirements"). It is also the responsibility of the Bidder to incorporate any necessary amounts in the Bid to accommodate for required federal record-keeping, necessary pay structures or other matters related to the Federal Requirements. Federal Requirements, if any, shall be attached hereto as Exhibit D. In addition to any applicable Federal Requirements, this procurement is subject to a number of state and City regulations. In general, where these rules conflict, the more stringent law or rule applies.

2.11 Cost of Bid/Proposal Preparation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner. The City does not reimburse the cost of developing, presenting or providing any response to this solicitation; the Bidder is responsible for all costs incurred in responding to this IFB. All materials and documents submitted in response to this IFB become the property of the City and will not be returned.

2.12 Public Record. All Bids shall become the property of the City. After Contract award, Bids shall become public records and shall be available for public inspection in accordance with the City's Procurement Code, except that any portion of a Bid that was designated as confidential pursuant to Section 2.13 below shall remain confidential from and after the time of Bid opening to the extent permitted by Arizona law.

2.13 Confidential Information. If a Vendor/Bidder believes that a Bid, Specification, or protest contains information that should be withheld from the public record, a statement advising the Procurement Agent of this fact shall accompany the submission and the information shall be clearly identified. The information identified by the Vendor or Bidder as confidential shall not be disclosed until the Procurement Agent makes a written determination. The Procurement Agent shall review the statement and information with the City Attorney and shall determine in writing whether the information shall be withheld. If the City Attorney determines that it is proper to disclose the information, the Procurement Agent shall inform the Vendor or Bidder in writing of such determination.

2.14 Vendor Licensing and Registration. Prior to the award of the Contract, the successful Bidder shall (A) be registered with the Arizona Corporation Commission and authorized to do business in Arizona and (B) have a completed Vendor Registration Packet on file with the City Finance and Budget Department. Bidders shall provide license and certification information with the Bid, attached as Exhibit E and incorporated herein by reference. Upon the City's request, corporations and limited liability companies shall provide Certificates of Good Standing from the Arizona Corporation Commission.

2.15 Bidder Qualifications.

A. Experience and References. Bidder must demonstrate successful completion of at least three similar projects within the past 60 months, one of which must have a dollar value of at least 75% of the total bid for this Project as set forth in the Price Sheet, attached as Exhibit C. Total bid price does not include any City allowances identified. For the purpose of this Solicitation, "successful completion" means completion of a project within the established schedule and budget and "similar projects" resemble this Project in size, nature and scope. References for these three projects shall be listed on the sheet attached hereto as Exhibit F and incorporated herein by reference. *These references will be checked*, and it is Bidder's responsibility to ensure that all information is accurate and current. Bidder authorizes the City's representative to verify all information from these references and releases all those concerned from any liability in connection with the information they provide.

B. Investigation. The City's representative may conduct any investigation deemed necessary to determine the Bidder's ability to perform the Work in accordance with the Contract Documents. The three lowest Bidders may be requested to submit additional documentation within 72 hours (or as specified) to assist the City in its evaluation.

2.16 Certification. By submitting a Bid, the Bidder certifies:

A. No Collusion. The submission of the Bid did not involve collusion or other anti-competitive practices.

B. No Discrimination. It shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.

C. No Gratuity. It has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor or service to a City employee, officer, agent or elected official in connection with the submitted Bid or a resultant Contract. In the event that the resultant Contract is canceled pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

D. Financial Stability. It is financially stable, solvent and has adequate cash reserves to meet all financial obligations including any potential costs resulting from an award of the Contract.

E. No Signature/False Statement. The signature on the Bid and the Vendor Information Form is genuine. Failure to sign the Bid and the Vendor Information Form, or signing either with a false statement, shall void the submitted Bid and any resulting Contract, and the Bidder may be debarred from further bidding in the City.

2.17 Bid Bond. All Vendors desiring to prepare a responsive Bid shall submit a non-revocable bid security payable to the City in the amount of ten percent (10%) of the total Bid Price. This security shall be in the form of a bid bond, certified check or cashier's check and must be in the possession of the City Representative by the Bid Deadline. All bid security from Contractor(s) who have been issued a Notice of Award shall be held until the successful execution of all required Contract Documents and bonds. If the Contractor fails to execute the required contractual documents and bonds within the time specified, or 10 Days after Notice of Award if no period is specified, the Contractor may be found to be in default and this Contract terminated by the City. In case of default, the City reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the Work and to recover any actual excess costs associated with such completion from the Contractor. All bid bonds shall be executed in the form attached hereto as Exhibit G, duly executed by the Bidder as Principal and having as Surety thereon a Surety company holding a Certificate of Authority from the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All insurers and sureties shall have, at the time of submission of the proposal, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company. As soon as is practicable after the completion of the evaluation, the City will (A) issue a Notice of Award for those Offers accepted by the City and (B) return all checks or bonds to those Bidders who have not been issued a Notice of Award.

2.18 Award of Contract.

A. Multiple Award. The City may, at its sole discretion, accept Bidder's Offer as part of a Multiple Award.

B. Evaluation. The evaluation of this Bid will be based on, but not limited to, the following: (1) compliance with Specifications, (2) tax-inclusive Price, including alternates selected by the City, if any, and taxes, but excluding "as-needed" services requested by the City and (3) Bidder qualifications to perform the Work.

C. Waiver, Rejection, Reissuance. Notwithstanding any other provision of this IFB, the City expressly reserves the right to: (1) waive any immaterial defect or informality, (2) reject any or all Bids or portions thereof and (3) cancel or reissue an IFB.

D. Offer. A Bid is a binding offer to contract with the City based upon the terms, conditions and Specifications contained in this IFB and the Bidder's responsive Bid, unless any of the terms, conditions, or Specifications are modified by a written addendum or Contract amendment. Bids become binding Contracts when the Acceptance of Offer and Notice of Award is executed in writing by the City. Bidder Offers shall be valid and irrevocable for **90** Days after the Bid Opening.

E. Protests. Any Bidder may protest this IFB, the proposed award of a Contract, or the actual award of a Contract. All protests will be considered in accordance with the City Procurement Code.

## ARTICLE III – GENERAL TERMS AND CONDITIONS

### PART A - GENERAL

3.1 Reference Standards and Reference Documents. The Contractor shall perform the Work required in conformance with MAG Specifications and the MAG Supplement, each of which is incorporated herein by reference. In the event of a conflict between the MAG Specifications and the MAG Supplement, the MAG Supplement shall prevail. The Contractor shall also perform the Work in accordance with the Reference Documents, a list of which is attached hereto as part of Exhibit A.

3.2 Plans and Specifications to Successful Contractor. Plans and Specifications for this Project will be available online at www.avondaleaz.gov/procurement if any.

3.3 Contract Time. The Contract Time for this Project shall be two (2) months from the Notice to Proceed. All Work on the Project shall be completed on or before the expiration of the Contract Time.

3.4 Pre-Construction Conference. Within 30 Days of the issuance of the Notice of Award, the Contractor shall attend a pre-construction conference. The City will contact the Contractor to schedule a specific date, time and location for the pre-construction conference. The purpose of this conference is to outline specific items and procedures and to address items that require special attention on the part of the Contractor. The Contractor may also present proposed variations in procedures that the Contractor believes may (A) improve the Project, (B) reduce cost or (C) reduce inconvenience to the public. Any necessary coordination and procedures for construction inspection and staking will be addressed during the pre-construction conference. The Contractor will be required to provide the following items at, or prior to, the pre-construction conference, each of which is subject to review and approval by the Engineer:

A. Key Personnel; Subcontractors. A list of the names and emergency telephone numbers of all proposed key personnel, Subcontractors and suppliers that the Contractor intends to utilize on the Project, in the form attached hereto as Exhibit H and incorporated herein by reference. The term "Key Personnel" means individuals who will be directly assigned to this Project and includes, but is not limited to, the owner, principals, project manager, project superintendent, scheduler, construction engineer and supervisory personnel. At least two of the Bidder's Key Personnel must have a minimum of three years' experience in similar projects (defined above) and the scheduler must have experience in employing scheduling techniques appropriate for this Project. Resumes of Key Personnel shall be submitted upon request by the City's representative. Proposed Subcontractors shall be qualified and have the requisite professional or technical licenses and be licensed to do business in the State of Arizona. The list shall include such information on the professional background of each of the assigned key individuals as may be requested by the City Representative. Such key personnel and Subcontractors shall be satisfactory to the Engineer and shall not be changed except with the consent of the Engineer. Additionally, the Engineer shall have the right to request that the Contractor personnel and Subcontractors be removed from the Project if, in the Engineer's sole discretion, such personnel or Subcontractor(s) are detrimental to the Project delivery process. Upon receipt of such request, the Contractor shall remove such personnel or Subcontractor(s) unless the Contractor can provide the City with sufficient documentation to prove it is commercially impractical to replace the personnel or Subcontractor(s) with substitute personnel possessing similar qualifications. The Engineer's approval of substituted personnel or Subcontractor(s) shall not be unreasonably withheld.

B. Progress Schedule. A construction progress schedule showing the estimated time for start and completion of the major items of Work.

C. Payment Schedule. A payment schedule showing the estimated dollar volume of Work for each calendar month during the life of the Project.

D. Traffic Control. A written proposal, prepared by an individual who is IMSA or ATSSA certified, outlining the intended plans for traffic control and for maintaining continuous access to residences and businesses along the construction site.

E. Drawings, Materials & Equipment. An itemized list of all required shop drawings, material and equipment submittals and a schedule indicating the dates each of these items will be transmitted to the City for review.

3.5 Notice to Proceed. Within 45 Days of the issuance of the Notice of Award the City may issue a written Notice to Proceed. The Notice to Proceed shall stipulate the actual Contract start date, the Contract Time and the dates of Substantial Completion and Final Completion. The time required for the Contractor to obtain permits, licenses and easements shall be included in the Contract Time and shall not be justification for a delay claim

by the Contractor. The time required for the Contractor to prepare, transmit and obtain approval of applicable submittals shall be included in the Contract Time and shall not be justification for a delay claim by the Contractor. No Work shall be started until after all required permits, licenses, and easements have been obtained. The Contractor shall notify the Engineer, in writing, at least 72 hours before the following events:

A. Commencement. The start of construction.

B. City Services Shut Down. Shutdown of City water, sewer, drainage, irrigation and/or traffic control facilities.

C. Well or Pump Shut Down. Shutdown of existing water wells and booster pumps. Such shutdown shall not exceed 72 hours of any facility and only one facility may be shutdown at any one time.

D. Water Lines. All draining and filling of water lines and irrigation laterals and all operations of existing valves or gauges. The City will furnish all required water meters; provided however, that the meter provided is only for construction purposes. Any domestic water meter necessary for the Project shall be included in the Bid.

E. Start-up and Testing. Start-up or testing of any water well or booster pump to be connected to any part of the existing City water system. This includes operation of existing valves necessary to accommodate the water.

3.6 Laws and Regulations. The Contractor shall keep fully informed of all rules, regulations, ordinances, statutes or laws affecting the Work herein specified, including existing and future (A) City and County ordinances and regulations, (B) State and Federal laws and (C) Occupational Safety and Health Administration ("OSHA") standards.

3.7 Affirmative Action Report. It is the policy of the City that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. On any Contract in excess of six months, the Contractor shall provide an annual report to the Engineer highlighting its activities to comply with this Section 3.7.

3.8 Rights-of-Way. The Contractor shall obtain a right-of-way permit for any of the Work completed in the public right-of-way. The Contractor will be responsible for any required Maricopa County permits or other agency permits. The City will provide any necessary easements for Work specified under this Contract, and the Contractor shall not enter or occupy with workers, tools, equipment or materials any private ground outside the property of the City without the written consent of the owner thereof. The Contractor, at its own expense, is responsible for the acquisition of any additional easements or rights-of-way.

3.9 Inspection and Compliance. Each Contractor must inform itself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve the Contractor of its obligation to furnish all material and labor necessary to carry out the provisions of this Contract. Insofar as possible in carrying out its work, the Contractor must employ such methods or means as will not cause any interruption of or interference with the Work of any other contractor. Contractor affirms that it has inspected the jobsite and has thoroughly reviewed this Contract including, without limitation, the Scope of Work and Reference Documents listed on Exhibit A, as the same may be revised by the City, and is not relying on any opinions or representations of City. Contractor agrees to perform and complete such Work in strict accordance with this Contract and under the general direction of the City. Contractor agrees that any exclusions of any Work must be approved in writing by the City prior to acceptance of this Contract or same shall not be excluded hereunder. Contractor shall provide all competent supervision necessary to execute all Work and any Work incidental thereto in a thorough, first-class, workmanlike manner. It is Contractor's responsibility that all of the Work and any Work incidental thereto conforms to, and is performed in accordance with, all applicable Federal, State, County and City laws, codes,

ordinances, regulations (including National Pollutant Discharge Elimination System and air pollution standards) and orders of public authorities bearing on performance of the Work.

3.10 Safety Plan. Contractor is responsible for all safety precautions and programs and shall perform the Work in accordance with a safety plan that is compliant with OSHA, American National Standards Institute and National Institute for Occupational Safety and Health standards. Contractor shall provide all protection and necessary supervision to implement said safety plan. Contractor shall take all reasonable precautions for the safety of and provide reasonable protection to prevent damage, injury or loss to: (A) employees or others on the Project, (B) the Work and materials and (C) other property at the Project or adjacent thereto. Contractor shall designate a responsible person on the Project whose duty shall be prevention of accidents.

3.11 Traffic Regulations. All traffic affected by the Work under this Contract shall be regulated in accordance with the then-current version of the *City of Phoenix-Traffic Barricade Manual* (the "Barricade Manual") which is incorporated herein by reference; provided, however, that this Contract shall govern in a conflict with the terms of the Barricade Manual. At the time of the pre-construction conference, the Contractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring and altering traffic control measures, as necessary. At the same time, the City will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists and workers are protected from hazard and accidents.

A. Major Streets. The following shall be considered major streets: All major parkway, mile (section line), arterial and collector (mid-section line and quarter section line) streets so classified by the City.

B. Traffic Control Devices. All traffic control devices required for the Work under this Contract shall be the responsibility of the Contractor. The Contractor shall place advance warning signs (such as REDUCE SPEED, LOOSE GRAVEL, 25 MPH SPEED LIMIT and DO NOT PASS) in accordance with the Barricade Manual. The Contractor shall provide, erect and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals and signs and shall take all necessary precautions for the protection of the Work and safety of the public. The Contractor shall provide, erect and maintain acceptable and adequate detour signs at all closures and along detour routes. All barricades and obstructions shall be illuminated at night, and all safety lights shall be illuminated from sunset until sunrise. All barricades and signs used by the Contractor shall conform to the standard design generally accepted for such purposes and payment for all such services and materials shall be considered as included in the other pay items of this Contract.

C. Existing Signs. The Contractor shall ensure that all existing traffic signs are erect, clean and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Contractor shall notify the Engineer, in writing, at least 48 hours in advance for City personnel to temporarily relocate or cover said signs. The Engineer will direct the Contractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Contractor that the interfering construction is complete.

D. Manual Traffic Control. Manual traffic control shall be in conformity with the Barricade Manual, except that the designated liaison officer shall be contacted at the Avondale Police Department. When construction activities or traffic hazards at the construction site require the use of flagmen, it shall be the Contractor's responsibility to provide trained flagmen to direct traffic safely. When traffic hazards at construction sites warrant the use of certified police personnel to direct traffic, arrangements must be made with the liaison officer at the Avondale Police Department.

E. Contractor Equipment. The assembly and turnarounds of the Contractor's equipment shall be accomplished using adjacent local streets when possible. Equipment used and/or directed by the Contractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. Contractor shall provide a flagman or off-duty, uniformed Avondale officer to assist with spotting.

F. Traffic Alterations. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Barricade Manual. No street within the Project area may be closed to through traffic or to local emergency traffic without prior, written approval of the Engineer. Written approval may be given if sufficient time exists to allow for notification of the public at least 72 hours in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with the Barricade Manual and the Engineer's written directions.

G. Intersections. Caution should be used when excavating near intersections with traffic signal underground cable. Contractor shall notify the Engineer, in writing, 24 hours in advance of any Work at such intersections. The Contractor shall install and maintain temporary overhead traffic signal cable as specified by the Engineer when underground conduit is to be severed by excavations at intersections. The Contractor shall provide an off-duty, uniformed Avondale police officer to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to the Engineer's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

H. Adjacent Property Access. The Contractor shall maintain access to all businesses, schools and residences along the Project alignment at all times in accordance with the MAG Supplement, Section 107.7.1 (Access).

I. Covered Crossings. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by the Engineer in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Contractor shall provide a detour.

3.12 Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness or intentional misconduct of the Contractor, its officers, employees, agents, or any tier of subcontractor in connection with Contractor's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

3.13 Insurance.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Contract at the City's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Contractor. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Contract but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Contract or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees as Additional Named Insured as specified under the respective coverage sections of this Contract.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all Work or Services required to be performed under the terms of this Contract are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Contract.

5. Primary Insurance. Contractor's insurance shall be primary insurance with respect to performance of this Contract and in the protection of the City as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the Work or Services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any Work under this Contract is subcontracted in any way, Contractor shall execute written agreement with its Subcontractors containing the indemnification provisions set forth above and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its Subcontractor and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Contractor will provide to the City within 10 business days after receipt of the executed Agreement, and prior to commencing any Work or Services under this Contract, suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Contract, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Contract and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Contract. The City shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Contract. If any of the policies required by this Contract expire during the life of this Contract, it shall be Contractor's responsibility to forward renewal certificates and declaration page(s) to the City 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Contract shall be identified by referencing this Contract. A $25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Contract. Additionally, certificates of insurance and declaration page(s) of the insurance policies

submitted without referencing this Contract will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:

(i) Commercial General Liability - Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

(ii) Auto Liability - Under ISO Form CA 20 48 or equivalent.

(iii) Excess Liability - Follow Form to underlying insurance.

b. Contractor's insurance shall be primary insurance with respect to performance of this Contract.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of Work or Services performed by Contractor under this Contract.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

B. Required Insurance Coverage.

1. Commercial General Liability. Contractor shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, officials and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's Work or Services under this Contract. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Contract, the City, its agents, representatives, officers, directors, officials and employees shall be cited as an Additional

Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Contract is the subject of any professional Services or Work, or if the Contractor engages in any professional Services or Work in any way related to performing the Work under this Contract, the Contractor shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Contractor, or anyone employed by the Contractor, or anyone for whose negligent acts, mistakes, errors and omissions the Contractor is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

4. Workers' Compensation Insurance. If Contractor employs anyone who is required by law to be covered by workers' compensation insurance, Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by Federal and State statutes having jurisdiction over Contractor's employees engaged in the performance of Work or Services under this Contract and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. Builder's Risk Insurance. Unless expressly waived by the City Manager in a written addendum or amendment to this Contract, the Contractor shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds the City, the Contractor, the Contractor's Subcontractors and subsubcontractors and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, testing, resulting loss arising from defective design, negligent workmanship or defective material. The Contractor shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

C. Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without 30 Days' prior written notice to the City.

3.14 Performance Bond. The Contractor shall be required to furnish non-revocable security binding the Contractor to provide faithful performance of this Contract in the amount of one hundred percent (100%) of the total Contract Price payable to the City. Performance security shall be in the form of a performance bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the City. In case of default the City reserves all rights. All performance bonds shall be executed in the form attached hereto as Exhibit I, duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the performance bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.15 Payment Bond. The Contractor shall be required to furnish non-revocable security for the protection of all persons supplying labor and material to the Contractor or any Subcontractor for the performance of any Work related to this Contract. Payment security shall be in the amount of one hundred percent (100%) of the total Contract Price and be payable to the City. Payment security shall be in the form of a payment bond, certified check, cashier's check or irrevocable letter of credit. This security must be in the possession of the Engineer within 10 business days after receipt of the executed Agreement from the City. If the Contractor fails to execute and deliver the security instrument as required, the Contractor may be found in default and this Contract terminated by the City. In case of default the City reserves all rights. All payment bonds shall be executed in the form attached hereto as Exhibit J,

duly executed by the Contractor as Principal and having as Surety thereon a Surety company approved by the City and holding a Certificate of Authority to transact surety business in the State of Arizona by the Arizona Department of Insurance. Individual sureties are unacceptable. All Insurers and Sureties shall have, at the time of submission of the payment bond, an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

3.16 Changes in the Work. The City may, without invalidating this Contract, order changes in the Work consisting of additions, deletions or other revisions to this Contract and the Contract Price and the Contract Time shall be adjusted as provided below. The Contract Price and/or the Contract Time may only be changed by the City's written approval authorizing said change, and said changes shall be performed under the applicable conditions of this Contract. The Contract Price shall be adjusted as a result of a change in the Work as follows:

A. Additions. When the City increases the scope of the Work, Contractor will perform the increased work pursuant to Contractor's unit prices set forth on the Price Sheet.

B. Deletions. When the City decreases the Work resulting in a decrease in Contractor's quantity of the Work, the City shall be allowed a decrease in the Contract Price amounting to the quantity of the deleted Work multiplied by the Contractor's unit prices.

C. Estimating. Whenever the City is considering a change to the Work, Contractor shall promptly, and in any event within five business days, estimate the price of the contemplated additional or deleted Work in good faith and as accurately as is then-feasible. The estimate shall show quantities of labor, material and equipment and shall be pursuant to the rates set forth in the Contractor's Bid.

3.17 Substantial Completion. When the Contractor considers that the Work is Substantially Complete, the Engineer shall prepare and submit to the Contractor a comprehensive list of Punch List items, which the Contractor may edit and supplement. The Contractor shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The City shall determine when the Project and the Contractor's Work is substantially complete. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that the City can use or occupy the entire Project, or the designated portion of the Project, for the use intended without any outstanding, concurrent construction at the site, except as may be required to complete or correct Punch List items. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by the City of acceptable documentation that Contractor has successfully tested and demonstrated all systems for their intended use. The date of Substantial Completion shall be confirmed by a Certificate of Substantial Completion signed by the City and Contractor. The Certificate of Substantial Completion signed by the City and Contractor shall state the respective responsibilities of the City and the Contractor for security, maintenance, utilities, damage to the Work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Contractor and modified by the City and establish the time for completion and correction of all Punch List items. If the City and the Contractor cannot agree as to the appropriate date of Substantial Completion, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article III, Part B below. Notwithstanding such disagreement, the Contractor shall diligently proceed with completion of the Punch List items.

3.18 Final Completion. The City shall determine when the Project and the Contractor's Work is finally completed. "Final Completion" means completion of the Project by the Contractor in accordance with the Contract Documents, certified to the City by the Contractor. Final Completion shall be achieved only upon the City's written acceptance of (A) the construction, (B) all testing, (C) demonstration by Contractor that the Work functions as required by the Contract Documents and meets all Contract requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed record documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the one hundred percent (100%) complete O&M manuals, (G) delivery of warranties, inspection certificates, bonds and all other required documents, (H) all pre-requisites for

final payment and (I) submittal of Contractor's request for final payment and acceptance enclosing all required documentation. Upon Final Completion the Engineer shall issue a Certificate of Final Completion to the Contractor on behalf of the City. Following receipt of payment from the City, the Contractor shall make all payments due to the Subcontractors.

3.19 Payments to Contractor. Payment shall be conditioned upon Contractor's compliance with the payment terms and conditions set forth below. Contractor expressly acknowledges and agrees that (A) the Contract Price is an estimated amount based upon an engineer's estimate of the quantities of the Materials deemed necessary to perform the Work and (B) the amount of any payment to be made pursuant to this Contract shall be determined by the field-measured quantities of Materials actually installed by Contractor. Material or equipment delivered to the Project by or on behalf of Contractor shall not constitute material or equipment furnished in the performance of the Work until same has been incorporated into the improvements constituting the Project. Payment shall not constitute acceptance by the City or evidence thereof of any Work performed.

A. Progress Payments.

1. On or before the 15th day of each month after construction has commenced, the Contractor shall submit to the City an application for payment consisting of the cost of the Work performed up to the end of the prior month, including the cost of material stored on the site or at other locations approved by the City. The application shall be deemed approved and certified for payment seven Days after it is submitted unless before that time the City prepares and issues a specific written finding setting forth those items in detail that are not approved for payment under this Contract. Prior to submission of the next application for payment, the Contractor shall make available at the request of the City a statement accounting for the disbursement of funds received under the previous application for purposes of audit. The extent of such statement shall be as agreed upon between the City and Contractor.

2. Within 14 Days after approval of each monthly application for payment, the City shall pay directly to the Contractor the appropriate amount for which application for payment is made, less amounts (a) previously paid by the City, (b) sufficient to pay expenses the City reasonably expects to incur in correcting deficiencies which are set forth in writing and provided to the Contractor and (c) any retainage as set forth in subsection 3.19(B) below.

3. The City's progress payment, occupancy or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Contract.

4. Upon Substantial Completion of the Work, the City shall pay the Contractor the unpaid balance of the cost of the Work, less a sum equal to the Contractor's estimated cost of completing any unfinished items as agreed to between the City and the Contractor as to extent and time for Final Completion. The City thereafter shall pay the Contractor monthly the amount retained for unfinished items as each item is completed.

B. Retainage. With respect to the Work, the City shall retain ten percent (10%) of the amount of each estimate until Final Completion and acceptance of all Material, equipment and Work covered by this Contract.

1. Any securities submitted by Contractor in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by the City. The City shall be listed as payee or multiple payees with Contractor on all such securities.

2. When the Work is fifty percent (50%) completed, one-half of the amount retained including any securities substituted pursuant to subsection 3.19 (B)(1) shall be paid to the Contractor upon the Contractor's request, provided the Contractor is making satisfactory progress on the Work and there is

no specific cause or claim requiring a greater amount to be retained. After the construction Work is fifty percent (50%) completed, no more than five percent (5%) of the amount of any subsequent progress payments made under this Contract may be retained, provided the Contractor is making satisfactory progress on the Project. If, at any time, the City determines satisfactory progress is not being made, ten percent (10%) retention shall be reinstated for all progress payments made under this Contract after the determination.

C. Payment for On-site and Off-site Stored Materials. Payment shall be made on account of Materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. Payment may similarly be made for Materials and equipment suitably stored off the site, conditioned upon the Contractor furnishing evidence to the City that (1) title to the Materials and equipment will pass to the City upon payment therefore, (2) the Materials and equipment are adequately safeguarded and insured, including during transit from the off-site location to the Project site and (3) such other matters as the City may reasonably request in order to protect its interests. With the prior, written approval of the City, Contractor may advance order the bulk delivery of Materials to be incorporated into the Work over the course of this Contract. Upon delivery and receipt of supplier invoice, the City shall pay for the bulk delivery, either directly to the Contractor or to the vendor or by joint check to Contractor and vendor, and shall receive a full release for the amount paid from vendor and Contractor. Contractor agrees to assume full responsibility for the safekeeping of all such Materials and shall guarantee to the City that such Materials shall remain safe from theft or damage from any and all causes (unless caused by the sole negligence of the City). Contractor shall immediately replace, repair or restore said Materials to their original condition so as to not cause any delay in the Work, and Contractor shall indemnify and hold harmless the City for, from and against any and all loss, cost, liability or expense resulting from any loss or damage to any of the Materials described herein from any cause unless due to the City's sole negligence. Should the City have reason to believe Contractor is not properly safeguarding any of the Materials, the City shall have the right, but not the affirmative duty, to immediately take such steps as it deems necessary to do so, including removing Contractor from the job, replacing any Materials or expending any sums to properly carry out Contractor's responsibility hereunder, and any amounts so expended shall be billed back to Contractor or deducted from any sums then or thereafter due to Contractor. Contractor shall fully insure all Materials stored on site as required by the City, and if such insurance is not obtained due to a lack of insurable interest, the City shall have the right to obtain such insurance and charge the amount thereof back to Contractor or deduct said amount from any funds then or thereafter due to Contractor.

D. Title to Construction Work. The Contractor warrants that title to all Work covered by an application for payment shall pass to the City no later than the time of payment. The Contractor further warrants that upon submittal of an application for payment, all Work for which applications for payment have been previously issued and payments received from the City shall be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, Materials and equipment relating to the Work.

E. Final Payment.

1. Final payment, consisting of the unpaid balance of the cost of the Work shall be due and payable at Final Completion and acceptance by the City. Before issuance of final payment, the City may request satisfactory evidence that all payrolls, Materials bills and other indebtedness connected with the Work have been paid or otherwise satisfied.

2. In making final payment the City waives all claims except for:

a. Outstanding liens.

b. Improper workmanship or defective Materials.

c. Work not in conformance with this Contract or Work not completed.

d. Terms of any special warranties required by this Contract.

e. Delivery to City of all warranties, operation and maintenance manuals, "AS-BUILT" record drawings and other documents as required by this Contract.

f. Right to audit Contractor records for a period of three years.

g. Claims previously made in writing and which remain unsettled.

3. Acceptance of final payment by the Contractor shall constitute a waiver of affirmative claims by the Contractor, except those previously made in writing and identified as unsettled at the time of final payment.

F. Warranty. Contractor or its assignee shall give to the City a one-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by the City Engineer, which warranty shall begin on the date that the City accepts the Work as provided in this Section. Any material deficiencies in material or workmanship identified by City staff during the one-year warranty period shall be brought to the attention of the Contractor or its assignee that provided the warranty, which shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for the City to require (1) an extension of the warranty for an additional one-year period and (2) the proper repair of or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Contractor agrees to repair any damage to the Work caused by Contractor's construction activities on the Property. Nothing contained herein shall prevent the City or Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

3.20 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Contract.

B. Offset for Delinquent Fees or Taxes. The City may offset from any money due to the Contractor any amounts Contractor owes to the City for delinquent fees, transaction privilege use taxes and property taxes, including any interest or penalties.

PART B - PERFORMANCE OF THE WORK

3.21 Project Videotape. The Contractor shall produce and provide a project videotape to the Engineer as required by MAG Supplement Section 105.5.3. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.

3.22 Soil and Subsurface Conditions. In addition to conformance to MAG Specifications, Section 102.4 (Examination of Plans, Special Provisions and Site Work), the Contractor shall make its own determinations as to the soil and subsurface conditions, including rock, caliche and ground water and shall complete the Work in whatever material and under whatever conditions may be encountered or created, without extra cost to the City pursuant to the provisions of the MAG Supplement Section 102.4.1.

3.23 Work Scheduling. Time is of the essence for this Contract. Contractor shall provide the Engineer with any requested scheduling information and a proposed schedule for performance of the Work within the Contract Time in a form acceptable to the Engineer and approved by the Engineer, in his sole and absolute discretion, providing for commencement and completion of the Work (the "Schedule"). The Schedule shall include the date for Substantial Completion of the Work. The Engineer may revise the Schedule during the course of the Work. Contractor, to induce the City to enter into this Contract, has and does hereby agree to fully perform and complete the Work for the Contract Price within the Schedule.

3.24 Contractor's Representative. The Contractor or his authorized representative shall be present at the Work site at all times during working hours. Instructions and information provided by the Engineer to the Contractor's representative shall be considered as having been given to the Contractor, per MAG Supplement Section 105.5.2.

3.25 Prosecution of the Work. The Contractor shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the Engineer's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date(s) shown on the Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the Engineer may order the Contractor to employ such extraordinary measures as are necessary to bring the Work into conformity with the Substantial Completion date(s) set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, the Engineer shall either (A) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the contract sum on account of such delay or (B) request that the Contractor prepare a recovery schedule showing how (if possible) the Contractor can achieve Substantial Completion by the applicable date shown on the Schedule, and equitably adjust the Contract Price in accordance with the provisions of this Contract on account of any extraordinary activities required of the Contractor on account of such recovery schedule.

3.26 Extensions of Time.

A. Allowable Extensions. An extension in the scheduled date of Substantial Completion will only be granted in the event of Excusable Delays affecting the Schedule for the Work. The Contractor shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency and lost productivity of the performance of the Work. The Contractor must submit evidence reasonably satisfactory to the City substantiating such costs. Such adjustment to the Price and Substantial Completion date shall be issued in a Change Order or Contract amendment, as applicable.

B. Excusable Delay. To the extent any of the following events results in an actual delay in the Work, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure.

2. Differing, unusual or concealed site conditions that could not reasonably have been anticipated by the Contractor in preparing the Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned utility lines and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by the Contractor.

4. Delays resulting from changes in Applicable Laws occurring after the date of execution of this Contract.

5. Delays occurring due to the acts or omissions of the City and those within the control of the City.

6. Delays occurring due to the acts or omissions of a utility, so long as Contractor has coordinated with the utility causing the delay and the delay occurs despite reasonable steps taken by Contractor to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Schedule; provided, however, that Contractor's Schedule shall be deemed to

include 5 Days for weather delays (the "Expected Delay Days"), regardless of whether such weather delays are specifically set forth in the Schedule. Contractor shall notify the City within 24 hours in writing of a weather-related delay. If Contractor fails to give the required 24-hour notice, no such weather delay will be subtracted from the Expected Delay Days. Weather delays shall not be deemed "Excusable" unless all of the Expected Delay Days have been exhausted.

8. Delays resulting from Additional Work (defined below) that cannot be performed concurrently with the Work on the Schedule.

C. Required Notice. In order to obtain an extension of time due to an Excusable Delay, the Contractor shall comply with the following requirements. The Contractor shall notify the Engineer in writing of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Contractor becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Contractor expects to be delayed. After the cessation of the Excusable Delay, the Contractor shall notify the Engineer of the number of Days the Contractor believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by the City, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

D. Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then-current status of Excusable Delays and Inexcusable Delays, the Engineer will provide the Contractor with written notice of Engineer's determination of the respective number of Days of Excusable Delay and/or Inexcusable Delay. The Engineer's determination may be issued at such time as the Engineer deems reasonable, but not later than 10 Days after receipt by the Engineer of the Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the Engineer of such a determination to be a concurrence of the matters set forth in the Contractor's request. The Contractor may invoke the dispute resolution procedures set forth in Part D below with respect to such determination.

E. Concurrent Delay. To the extent the Contractor is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of the Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

3.27 Liquidated Damages. It is expressly understood that should Contractor fail to complete the Work covered hereby within the Contract Time, the Contractor agrees to pay and shall pay to the City upon request therefore for each Day of delay beyond the original or revised scheduled time of completion of Contractor's Work as liquidated damages, and not as a penalty, in the amount per day as set forth in MAG Specifications for each Day of delay.

A. Prior to Termination. If this Contract is not terminated, the Contractor shall continue performance and be liable to the City for the liquidated damages until the Work is complete.

B. After Termination. In the event the City exercises its right of termination, the Contractor shall be liable to the City for any excess costs and, in addition, for liquidated damages until such time as the City may reasonably obtain delivery or performance of similar Services.

3.28 Suspension by the City for Convenience.

A. City Determination. The City may order the Contractor in writing to suspend, delay or interrupt all or any part of the Work without cause for such period of time as the City may determine to be appropriate for its convenience.

B. Contract Adjustments. Adjustments caused by suspension, delay or interruption shall be made for increases in the applicable contract sum and/or the date(s) of Substantial Completion. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Work, or if another provision of this Contract is applied to render an equitable adjustment.

3.29 Termination by the City for Convenience. The City may, upon 30 Days' written notice to the Contractor, terminate this Contract, in whole or in part, for the convenience of the City without prejudice to any right or remedy otherwise available to the City. Upon receipt of such notice, the Contractor shall immediately discontinue all Services affected unless such notice directs otherwise. In the event of a termination for convenience of the City, the Contractor's sole and exclusive right and remedy shall be payment for all Work performed through the date of termination. The Contractor shall not be entitled to be paid any amount as profit for unperformed Services or consideration for the City's termination by convenience.

3.30 Termination by the City for Cause.

A. Default; Cure. If the Contractor refuses or fails to supply sufficient properly skilled staff or proper Materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Contract, and such nonperformance or violation continues without cure for 15 Days after the Contractor receives written notice of such nonperformance or violation from the City, then the City may, without prejudice to any right or remedy otherwise available to the City, terminate this Contract.

B. Substitute Performance. Upon termination of this Contract by the City, the City shall be entitled to furnish or have furnished the Services to be performed hereunder by the Contractor by whatever method the City may deem expedient. Also, in such case, the Contractor shall not be entitled to receive any further payment until completion of the Work, and the total compensation to the Contractor under this Contract shall be the amount that is equitable under the circumstances. If the City and the Contractor are unable to agree on the amount to be paid under the foregoing sentence, the City shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Contractor may dispute the City's assessment of the termination amount pursuant to the dispute resolution process set forth in in Part D of this Contract.

C. Contractor Insolvency. Upon the appointment of a receiver for the Contractor, or if the Contractor makes a general assignment for the benefit of creditors, the City may terminate this Contract, without prejudice to any right or remedy otherwise available to the City, upon giving three business days' written notice to the Contractor. If an order for relief is entered under the bankruptcy code with respect to the Contractor, the City may terminate this Contract by giving three business days' written notice to the Contractor unless the Contractor or the trustee completes all of the following:

1. Promptly cures all breaches within such three-day period.

2. Provides adequate assurances of future performance.

3. Compensates the City for actual pecuniary loss resulting from such breaches.

4. Assumes the obligations of the Contractor within the established time limits.

3.31 Contract Subject to Appropriation. The City is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and

budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

3.32 Additional Work, Materials and/or Overtime. Contractor expressly agrees that if overtime or additional workers or materials are necessary to meet the Schedule, that such overtime will be performed or additional workers or materials will be procured by the Contractor, and the additional expense thereof shall be borne by Contractor unless the delay requiring overtime was directly caused by the City, in which event Contractor shall be entitled to compensation for such overtime Work. If the City requests Contractor to perform additional Work in connection with the Project ("Additional Work"), Contractor shall charge the City a negotiated fixed amount for the Additional Work. In the event a fixed amount cannot be negotiated, Contractor shall invoice the City on a time and materials basis for the Additional Work at the unit prices set forth in the price sheet.

3.33 No Damage for Delay or Additional Work by the City. Contractor shall adjust its operations to conform to any progress schedule changes and hereby waives and releases the City from any liability for damages or expenses that may be caused to or sustained by Contractor by reason of such changes or by reason of delays in the Work, whether caused in whole or in part by conduct on the part of the City, including without limitation, any breach of this Contract or delays by other contractors or Subcontractors. Contractor's exclusive remedy in the event of delay or Additional Work by the City shall be an extension of time hereunder to complete the Work.

3.34 Risk of Loss. Contractor shall assume the risk of loss occasioned by fire, theft or other damage to Materials, machinery, apparatus, tools and equipment relating to the Work prior to actual installation in final place on the Project and acceptance by the City. Contractor shall be responsible for damage to the Materials, machinery, apparatus, tools, equipment and property of the City and other contractors resulting from the acts or omissions of its Subcontractors, employees, agents, representatives Subcontractors, and for payment of the full costs of repair or replacement of any said damage.

3.35 Protection of Finished or Partially Finished Work. The Contractor shall properly guard and protect all finished or partially finished Work and shall be responsible for the same until the entire Contract is completed and accepted by the Engineer. The Contractor shall turn over the entire Work in full accordance with this Contract before final settlement shall be made.

3.36 Character and Status of Workers. Only skilled foremen and workers shall be employed on portions of the Work requiring special qualifications. When required by the Engineer, the Contractor shall discharge any person who is, in the opinion of the Engineer, disorderly, dangerous, insubordinate, incompetent or otherwise objectionable. The Contractor shall indemnify and hold harmless the City from and against damages or claims for compensation that may occur in the enforcement of this Section. The Contractor shall be responsible for ensuring the legal working status of its employees and its Subcontractor's employees. The Contractor agrees that once assigned to Work under this Contract, key personnel shall not be removed or replaced without written notice to the City. If key personnel are not available for Work under this Contract for a continuous period exceeding 30 Days, or are expected to devote substantially less effort to the Work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

3.37 Work Methods. The methods, equipment and appliances used on the Work shall be such as will produce a satisfactory quality of Work, and shall be adequate to complete this Contract within the Contract Time. Except as is otherwise specified in this Contract, the Contractor's procedure and methods of construction may, in

general, be of its own choosing, provided such methods (A) follow best general practice and (B) are calculated to secure results which will satisfy the requirements of this Contract. The Work covered by this Contract shall be carefully laid out in advance and performed in a manner to minimize interference with normal operation and utilization of the City's right-of-way. The Contractor shall exercise caution during the course of this Work to avoid damage to all known existing or possible unknown existing underground utilities. It shall conduct its operations in such a manner as to avoid injury to its personnel and to avoid damage to all utilities. Any damage done will be repaired without delay and at the expense of the Contractor.

3.38 Safety Fencing Requirement for Trenches and Excavations. The Contractor shall provide safety construction fencing around all open trenches and excavations during all non-working hours. In addition, the Contractor shall provide safety fencing around the Project site during working hours in order to ensure public safety. The Contractor shall provide for the safety and welfare of the general public by adequately fencing all excavations and trenches that are permitted by the Engineer to remain open when construction is not in progress. Fencing shall be securely anchored to approved steel posts located not less than six feet on center, having a minimum height of six feet, and shall consist of wire mesh fabric of sufficient weight and rigidity to adequately span a maximum supporting post separation of six feet. The fencing, when installed about the periphery of excavations and trenches, shall form an effective barrier against intrusion by the general public into areas of construction. The Contractor, at all times when construction is not in progress, shall be responsible for maintaining the fencing in good repair, and upon notification by the Engineer, shall take immediate action to rectify any deficiency. Prior to the start of any excavation or trenching required for the execution of the proposed Work, the Contractor shall submit to the Engineer for approval, detailed plans showing types of materials and methods of fabrication for the protective fencing. There will be no separate measurement or payment for furnishing, installing, or maintaining protective fencing. The cost shall be considered incidental to the cost of the pipe, bridge, and any other structures for which trenching is necessary.

3.39 Plans and Shop Drawings, Samples and Substitution of Materials. All submittals shall conform to MAG Specifications, Section 105.2 (Plans and Drawings) as modified by the MAG Supplement. Contractor shall furnish, within three business days following request therefore by the City, detailed drawings of the Work, samples of Materials and other submittals required for the performance or coordination of the Work. Substitutions shall be equal or superior to Materials specified in the Contract Documents, shall be clearly identified on submittals as "proposed substitutions" and shall be approved by the City in accordance with Section 2.4 above. Contractor shall be fully responsible for the adequacy, completeness and promptness of all such submittals. Materials shall not be furnished to the jobsite unless same is in strict compliance with the Specifications or otherwise approved in writing by the City. Approval by the City shall not relieve Contractor of full responsibility for compliance with scope, intent and performance in accordance with this Contract.

3.40 Cooperation with Utilities. The Contractor shall comply with the requirements of MAG Specifications 105.6, as modified by the MAG Supplement.

3.41 Sampling and Testing. Sampling and testing shall conform to the requirements of the MAG Specifications, Section 106, as modified by the MAG Supplement.

3.42 Cooperation between Contractors. The Contractor shall comply with the requirements of MAG Specifications, Section 105.7, as modified by the MAG Supplement.

3.43 Outdoor Construction Time Restrictions. Unless otherwise permitted by the Engineer, construction will be restricted as listed in the following table:

| **May 1 – October 31** | **November 1 – April 30** |
|---|---|
| 5:00 a.m. to 7:00 p.m. | 6:00 a.m. to 7:00 p.m. |

Construction Work shall not begin Work prior to 7:00 a.m. and shall stop by 7:00 p.m. on Saturdays, Sundays and all City, State and Federal holidays.

3.44 Construction Survey. Construction survey and as-built record drawings shall conform to the requirements of the MAG Specifications, Section 105.8 (Construction Stakes, Lines and Grades), as modified by the MAG Supplement.

3.45 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the City. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the City elects to replace survey benchmarks using its own forces.

3.46 Stockpile of Materials.

A. Engineer Approval. The Contractor may, if approved by the Engineer, place or stockpile Materials in the public right-of-way provided such Materials do not prevent access to adjacent properties or prevent compliance with traffic regulations.

B. No Traffic Interference. Traffic shall not be required to travel over stockpiled Materials and proper dust control shall be maintained.

3.47 Excess Materials. When excavations are made, resultant loose earth shall be (A) utilized for filling by compacting in place or (B) disposed of off-site. Excess or unsuitable material, broken asphaltic concrete and broken portland cement concrete excavated from the right-of-way shall be removed from the Project Site and disposed of by the Contractor. Disposal of material within the Avondale City Limits or Planning Area must be approved by the Engineer. Waste material shall not be placed on private property without express permission of the property owner. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work, Contractor shall remove all equipment, tools and surplus materials, and shall completely clean the premises, removing and disposing of all debris and rubbish and cleaning all stains, spots, marks, dirt, smears or other blemishes. When the Work premises are turned over to the City, they shall be thoroughly clean and ready for immediate use. Clean-up shall include removal of all excess pointing mortar materials within pipes and removal of oversized rocks and boulders left after finish grading. The Contractor shall provide for the legal disposal of all waste products and debris and shall make necessary arrangements for such disposal.

3.48 Dust Control and Water. Contractor shall implement dust control measures in accordance with MAG Specifications, Section 104.1, and the MAG Supplement. Installation and removal of fire hydrant meters should be scheduled at least three business days in advance through the City Water Billing Department. Watering shall conform to the provisions of MAG Specifications, Section 225. A deposit and installation fee in amounts set forth in the City's fee schedule is required for each meter. The cost of the water is at the prevailing rate.

3.49 Temporary Sanitary Facilities. The Contractor shall provide ample toilet facilities with proper enclosures for the use of workers employed on the Work site. Toilet facilities shall be installed and maintained in conformity with all applicable State and local laws, codes, regulations and ordinances and shall be properly lit and ventilated, and kept clean at all times. Adequate and satisfactory drinking water shall be provided at all times and under no circumstances and under no conditions will the use of common cups be permitted. The Contractor must supply sanitary drinking cups for the benefit of all employees.

3.50 Electric Power, Water and Telephone. Unless otherwise specified, the Contractor shall make its own arrangements for electric power, water and telephone. Subject to the convenience of the utility, it may be permitted to connect to existing facilities where available, but Contractor shall meter and bear the cost of such power or water, and installation and disconnect of such power, water and telephone services.

3.51 Energized Aerial Electrical Power Lines. Utility companies may maintain energized aerial electrical power lines in the immediate vicinity of this Project. Contractor shall not presume any such lines to be insulated. Construction personnel working in proximity to these lines may be exposed to an extreme hazard from electrical shock. Contractor shall ensure that its employees and all other construction personnel working on this Project are warned of the danger and instructed to take adequate protective measures, including maintaining a minimum ten feet of clearance between the lines and all construction equipment and personnel. (see: OSHA Std. 1926.550 (a) 15, as amended). As an additional safety precaution, Contractor shall call the affected utility companies to arrange, if possible, to have these lines de-energized or relocated when the Work reaches their immediate vicinity. The cost of such temporary arrangements shall be borne by the Contractor. Contractor shall account for the time necessary to cause such utility disconnection in the preparation of its Bid. Electrical utility companies may maintain energized underground electrical power lines in the immediate vicinity of this Project. These power lines represent an extreme hazard of electrical shock to any construction personnel or equipment coming in contact with them. Arizona law requires all parties planning excavations in public rights-of-way to contact all utility firms for locations of their underground facilities. Contractor shall ensure that its employees and all other personnel working near any underground power lines must be warned to take adequate protective measure. (see: OSHA Std. 1926-651 (A), as amended).

3.52 Site Clean Up. Contractor shall at all times, but not less than daily unless otherwise agreed by City Representative, keep the premises on which the Work is being performed clean and free from accumulation of any waste materials, trash, debris and excess dirt, and at all times shall remove Contractor's implements, machinery, tools, apparatus and equipment from the jobsite when not needed on the jobsite. Should the City Representative find it necessary in his/her opinion to employ help to clean up, remove or store any of the foregoing due to failure of Contractor to do so, the expense thereof shall be charged to Contractor. Verbal notice from the City Representative on clean-up or removal is considered adequate notice hereunder, and failure to conform with his/her request within 24 hours thereof will be construed as a breach of this Contract by the Contractor and such charges will be made against Contractor's account as are necessary to accomplish the clean-up or removal. The cost of cleanup, removal or storage by the City, if not deducted by the City from monies due Contractor, shall be paid by Contractor within five business days of written demand by the City.

3.53 Use of the Site. Contractor shall at all times comply fully with all laws, orders, citations, rules, regulations, standards and statutes with respect to occupational health and safety, the handling and storage of hazardous materials, accident prevention and safety equipment and practices, including any accident prevention and safety program of the City; provided, however, that the City shall not be required to impose any safety requirements or administer any such programs and the review or requirement of any safety plan by the City shall not be deemed to release Contractor or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under this Contract. Contractor shall conduct inspections regularly to determine that safe working conditions and equipment exist and accepts sole responsibility for providing a safe place to Work for its employees and employees of its Subcontractors, laborers, suppliers of material and equipment and any other person visiting the Site, for adequacy of and required use of all safety equipment and for compliance herewith. When so ordered, Contractor shall stop any part of the Work that the City deems unsafe until corrective measures satisfactory to the City have been taken. Should Contractor neglect to adopt such corrective measures, the City may do so and deduct the cost from payments due Contractor. Contractor shall timely submit copies of all accident or injury reports to the City.

3.54 Public Information and Notification. The Contractor shall submit a public information and notification plan for this Project (the "Notification Plan") to the City Representative at the first pre-construction meeting held prior to start of construction. The Notification Plan shall include, at a minimum, the items set forth in this Section 3.54; provided, however, that the Engineer may waive any portion of the requirements of this Section upon a written determination that the Project scope does not warrant such notification. Contractor shall provide Project information to affected residents and homeowners' associations prior to and throughout the Project's duration. The Contractor shall use the Notification Plan to inform the local citizens, businesses and City officials, not less than five business days in advance, of (A) necessary operations that create high noise levels, (B) street

closures, (C) detour locations, (D) haul routes and material delivery routes and (E) disruption of bus routes, mail routes and other delivery/pick-up routes.

A. Neighborhood Notification. Prior to the start of any Work on the Project, the Contractor shall distribute a preliminary "Dear Neighbor" letter (8-1/2"x11"), as submitted to and subject to the approval of the Engineer, to all businesses, property owners and residents within 600 feet of any portion of this Project. This "Dear Neighbor" letter shall include, at a minimum, the following information:

1. Contractor's name, business telephone number and the 24-hour "Hot Line" telephone number for this Project.
2. Name of Contractor's Project Manager.
3. Name of Contractor's Project Superintendent.
4. Brief description of the Project.
5. Construction schedule, including anticipated Work hours.
6. Anticipated lane restrictions, including the expected duration thereof.
7. Name of City's Project Manager.
8. Name of the Engineer.

The Engineer shall provide the Contractor with a distribution list for this "Dear Neighbor" letter. Contractor shall (1) ensure that the letter is distributed to all persons and businesses indicated on the list provided by the Engineer and (2) provide the Engineer with a copy of the letter sent and sufficient proof of mailing. Subsequent to delivery of the "Dear Neighbor" letter, the Contractor shall distribute bi-monthly construction progress updates, including construction schedule and any additional information the Engineer deems important as a result of construction activities, to all persons and businesses included on the aforementioned distribution list. At the request of the Engineer, Contractor may be required to distribute additional public notifications. At the end of construction a final "Dear Neighbor" letter shall be distributed to the persons and businesses on the aforementioned distribution list highlighting the Contractor's and the City's appreciation for their patience during construction of the Project.

B. Project Signs. Unless otherwise directed by the Engineer, the Contractor shall furnish and install at least 0 Project signs, not less than five business days before beginning construction, at locations determined by the Engineer, to inform the public of the forthcoming Project, construction dates and 24-Hour Hotline number. The Contactor shall submit the proposed layout of the Project signs to the Engineer for approval prior to fabrication of the signs. The Contractor shall maintain the signs as necessary and update the information as directed by the Engineer. At the Final Completion of the Project, the Contractor shall remove and dispose of the signs. The Project signs shall be fabricated as follows: (1) the vinyl sheeting for the background, legend, and border shall be applied by heat bonding, except that the decal and legend for the project title, cost, and Contractor's name shall be pressure sensitive application; (2) the four foot by eight foot (4' x 8') signs shall be mounted four feet above the ground level and anchored three feet into the ground with concrete backfill around the posts; and (3) sign colors shall be black letters on white background, over a ghost image of the City of Avondale logo. The information on the Project signs shall be in the format and fonts proportions as depicted on the sample sign below. The image template may be obtained from the City of Avondale Engineering Department as a computer image file.

C. 24-Hour Project Hotline. The Contractor shall be required to furnish a private 24-hour telephone line to be used solely for receiving incoming calls from local citizens or businesses with questions or complaints concerning Project construction operations or procedures (the "Hotline"). The Contractor shall include this Hotline telephone number on all public information distributed throughout the duration of the Project. Contractor shall ensure that Contractor personnel man the Hotline during all hours that there is any Work being performed on this Project; the Hotline shall be answered by a live answering service during all other hours. The Contractor shall maintain a log of incoming calls, responses and action taken that shall be submitted to the Engineer weekly and upon request.

D. Public Meetings. The Contractor shall attend such public meetings as deemed necessary by the Engineer.

E. Press Releases. The Contractor shall, at the request of the Engineer, prepare press releases regarding the Project.

F. Payment for Public Notification. The City will pay, based on time and materials invoices, an amount not to exceed the amount designated in the Price Sheet and entitled COMMUNITY RELATIONS, for Work performed in accordance with the Notification Plan. Work that is eligible for reimbursement includes: the Project signs; the "Dear Neighbor" letters; bi-monthly progress reports; meetings with impacted businesses, residents, schools, churches or other groups; scheduling newsletter when necessary (at least monthly); temporary signs for local access; and maintaining the Hotline. No payment will be made under this item for any Day during which there are substantial deficiencies in compliance, as determined by the Engineer. The Contractor shall submit a final report/evaluation of its Notification Plan process performed for this Project. The report shall be submitted before the Contractor receives final payment.

## PART C - MISCELLANEOUS

3.55 Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona and suit pertaining to this Contract may be brought only in courts in Maricopa County, Arizona.

3.56 Conflict of Interest. This Contract is subject to the provisions of ARIZ. REV. STAT. § 38-511. The City may cancel this Contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Contract on behalf of the City or any of its departments or agencies is, at any time while this Contract or any extension of this Contract is in effect, an employee of any other party to this Contract in any capacity or a consultant to any other party of this Contract with respect to the subject matter of this Contract.

3.57 Contract Amendments. This Contract may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor; provided, however, that Change Orders may be issued and approved administratively by the City when such changes do not alter the Contract Price.

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

3.59 Severability. The provisions of this Contract are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of this Contract which may remain in effect without the invalid provision or application.

3.60 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. The Contractor, and not the City, shall determine the time of its performance of the services provided under this Agreement so long as Contractor meets the requirements of its agreed scope of work and Reference Documents as set forth in Section 2.1 above and Exhibit A. Contractor is neither prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

3.61 Entire Agreement; Interpretation-Parol Evidence. This Contract represents the entire agreement of the parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this Contract are hereby revoked and superseded by this Contract. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the party drafting this Contract. The parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.

3.62 Assignment; Delegation. No right or interest in this Contract shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Contract by Contractor.

3.63 Subcontracts. No subcontract shall be entered into by the Contractor with any other party to furnish any of the Materials, Services or construction specified herein without the prior, written approval of the City. The Contractor is responsible for performance under this Contract whether or not Subcontractors are used.

3.64 Rights and Remedies. No provision in this Contract shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Contract. The failure of the City to insist upon the strict performance of any term or condition of this Contract or to exercise or delay the exercise of any right or remedy provided in this Contract, or by law, or the City's acceptance of and payment for Materials or Services, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Contract.

3.65 Attorneys' Fees. In the event either party brings any action for any relief, declaratory or otherwise, arising out of this Contract or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

3.66 Notices and Requests. Any notice or other communication required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if (A) delivered to the party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Charles A. Montoya, City Manager

With copies to:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Tiffany Copp, Procurement Officer

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: Michael Wawro, City Attorney

If to Contractor:
Rummel Construction, Inc.
7520 East Adobe Drive
Scottsdale, Arizona 85255
Attn: Carlos Gonzalez, Executive Vice President

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

3.67 Overcharges by Antitrust Violations. The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill this Contract.

3.68 Force Majeure. Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party, in accordance with Section 3.66, of the existence of the force majeure and shall be deemed

to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract. Force majeure shall not include the following occurrences:

A. Late Delivery. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies or similar occurrences.

B. Late Performance. Late performance by a Subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Section 3.68.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the Work by force majeure, then the delayed party shall notify the other party in accordance with Section 3.66 and shall make a specific reference to this Section, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of Substantial Completion or Final Completion shall be extended by written Contract amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

3.69 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Contract.

3.70 Records and Audit Rights. To ensure that the Contractor and its Subcontractors are complying with the warranty under Section 3.71 below, Contractor's and its Subcontractors' books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Contract, including the papers of any Contractor and its Subcontractors' employees who perform any Work or Services pursuant to this Contract (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (1) evaluation and verification of any invoices, payments or claims based on Contractor's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of Work under this Contract and (2) evaluation of the Contractor's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Section 3.71 below. To the extent necessary for the City to audit Records as set forth in this Section, Contractor and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the City shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Contract for the duration of the Work and until three years after the date of final payment by the City to Contractor pursuant to this Contract. Contractor and its Subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this Section. The City shall give Contractor or its Subcontractors reasonable advance notice of intended audits. Contractor shall require its Subcontractors to comply with the provisions of this Section by insertion of the requirements hereof in any subcontract pursuant to this Contract.

3.71 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant compliance with all Federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT.§ 23-214(A). Contractor's or its Subcontractors' failure to comply with such warranty shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City.

3.72 Israel. Contractor certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

3.73 Right to Inspect Plant. The City may, at reasonable times, inspect the part of the plant or place of business of the Contractor or Subcontractor that is related to the performance of this Contract.

3.74 Warranties. Contractor warrants to the City that all Materials and equipment furnished shall be new unless otherwise specified and agreed by the City and that all Work shall be of first class quality, free from faults and defects and in conformance with this Contract. If at any time within one year following the date of Final Completion and acceptance of the entire Project (or such longer period as may be provided under warranties for equipment or Materials): (A) any part of the Materials furnished in connection with the Work shall be or become defective due to defects in either labor or Materials, or both, or (B) Contractor's Work or Materials, or both, are or were not in conformance with original or amended Plans and Specifications, or supplementary shop drawings, then the Contractor shall upon written notice from the City immediately replace or repair such defective or non-conforming Material or workmanship at no cost to the City. Contractor further agrees to execute any special guarantees as provided by this Contract or required by law. Contractor shall require similar guarantees from all vendors and from all its Subcontractors. Contractor further agrees, upon written demand of the City and during the course of construction, to immediately re-execute, repair or replace any Work that fails to conform to the requirements of this Contract, whether caused by faulty Materials or workmanship, or both. In the event Contractor shall fail or refuse to make such change upon the City's written demand, the City shall have the right to have such Work re-executed, repaired or replaced, to withhold from or back charge to Contractor all costs incurred thereby.

3.75 Inspection. All Materials and/or Services are subject to final inspection and acceptance by the City. Materials and/or Services failing to conform to the Specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the Work immediately; or (C) bring material or service into compliance and withhold the cost of same from any payments due to the Contractor.

3.76 No Replacement of Defective Tender. Every tender of Materials shall fully comply with all provisions of this Contract. If a tender is made which does not fully conform, this shall constitute a breach of this Contract as a whole.

3.77 Shipment Under Reservation Prohibited. Contractor is not authorized to ship Materials under reservation and no tender of a bill of lading will operate as a tender of the Materials.

3.78 Liens. All Materials, Service or construction shall be free of all liens and, if the City requests, a formal release of all liens shall be delivered to the City.

3.79 Licenses. Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.

3.80 Patents and Copyrights. All Services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this Contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.

3.81 Preparation of Specifications by Persons other than City Personnel. All Specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing Specifications shall receive any direct or indirect benefit from the utilization of Specifications, other than fees paid for the preparation of Specifications.

3.82 Advertising. Contractor shall not advertise or publish information concerning this Contract without prior, written consent of the City.

PART D - ALTERNATIVE DISPUTE RESOLUTION

3.83 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for subsection 3.86(G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to or touching upon this Contract, the interpretation thereof or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to contracts containing this ADR provision.

3.84 Neutral Evaluator, Arbitrators. The City will select a Neutral Evaluator to serve as set forth in this ADR process, subject to the Contractor's approval, which approval shall not be unreasonably withheld. In the event that the City and the Contractor are unable to agree upon a Neutral Evaluator, the neutral evaluation process shall be eliminated and the parties shall proceed with the binding arbitration process set forth in Section 3.86 below. The City and Contractor shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

3.85 Neutral Evaluation Process. If the parties have been unable to resolve the disputes after discussions and partnering, but the parties have agreed to a Neutral Evaluator, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. The City through its Engineer shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of the City or the Contractor declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. The Neutral Evaluator shall require that each party submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding, written decision as soon as possible, but not later than five Days after the hearing.

3.86 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in subsection 3.86(G) below, shall serve as the exclusive method to resolve a dispute if (A) the parties cannot agree to a Neutral Evaluator as set forth in Section 3.84 above or (B) any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator of a request for arbitration in writing within three business days' of receipt of the Neutral Evaluator's decision. If the Contractor requests arbitration or if Contractor rejects the City's selection of a Neutral Evaluator, it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in subsection 3.86(M) and the proceeds from the bond shall be allocated in accordance with subsection 3.86(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: the City's appointed arbitrator, the Contractor's appointed arbitrator and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the parties' arbitrators as set forth in subsection 3.86(B) If more than one consultant or contractor is involved in a dispute, the consultants and/or contractors shall agree on an appointee to serve as arbitrator. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The parties' arbitrators shall choose the Neutral Arbitrator within five business days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 3.84. In the event that the selected arbitrators cannot agree on the Neutral Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator," a person or entity jointly selected by the City and the Contractor. If the City and the Contractor cannot agree on a Default Neutral Arbitrator, the City and the Contractor shall each submit two names to an appropriate judge who shall select one person to serve as the Default Neutral Arbitrator."

C. Expedited Hearing. The parties have structured this procedure with the goal of providing for the prompt, efficient and final resolution of all disputes falling within the purview of this ADR process. To that end, any party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a Chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost efficient manner giving regard to the rights of all parties. Each party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision, if any. The Chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The Chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the Chairman.

E. Hearing Days. In order to effectuate parties' goals, the hearing once commenced, will proceed from business day to business day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote, issue its award. The award shall include an allocation of fees and costs pursuant to subsection 3.86(M) herein. The award is to be rendered in accordance with this Contract and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual party in excess of 20% of the original Contract amount, but in no event shall any award exceed $2,000,000, exclusive of interest, arbitration fees, costs and attorneys' fees. If an award is made against any individual party in excess of $100,000, exclusive of interest, arbitration fees, costs and attorneys' fees, it must be supported by written findings of fact, conclusions of law and a statement as to how damages were calculated. Any claim in excess of 20% of the original Contract amount or in excess $2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any party can contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications: (1) the Neutral Evaluator or the Arbitration Panel may, at the request of any party, join and/or sever parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the parties' goal of the prompt and efficient resolution of disputes, provided, however, that the Contractor, Architect/Engineer and Project professionals shall not be joined as a party to any claim made by a Contractor. Nothing herein shall create the right by any party to assert claims against another party not germane to this Contract or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel are authorized to join to the proceeding parties not in privity with the City. Contractor cannot be joined to any pending arbitration proceeding, without Contractor's express written consent, unless Contractor is given the opportunity to participate in the selection of the non-City appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of $100,000, (2) the exercise by the Chairman or Arbitration Panel of any powers contrary to or inconsistent with this Contract or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512, as amended. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing de novo.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. § 12-1501, *et seq*.

M. Fees and Costs. Each party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fee, and the prevailing party's reasonable attorneys' fees, expert witness fees and costs, will be paid by the non-prevailing party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of $200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by the City, not to exceed a one way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of the City in effect at the time of the hearing. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be divided evenly between the City and the Contractor.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no party shall, except for disclosures to a party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status

quo and prevent immediate and irreparable harm to a party or to the Program pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Contractor against the City or in favor of the City against the Contractor shall be reduced to a Change Order and executed by the parties in accordance with the award and the provisions of this Contract.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of this Contract performance period which reasonably should or could have been brought against any party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Contractor shall cooperate with the City in efforts to include this ADR provision in all other Project contracts. Subject to Contractor's reasonable agreement, the Contractor agrees that any modification to this ADR provision that is included in the construction or other contracts shall also apply to the Contractor. It is the intent of the parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

EXHIBIT A
TO
INVITATION FOR BIDS NO. PW 20-020

[Scope of Work and Reference Documents]

See following pages.

# SCOPE OF WORK

McDowell Recharge Basins Sedimentation & Berm Removal
PW 20-020

**Introduction:**
The City of Avondale invites bids from interested qualified contractors (License Certifications A, A-5 or KA) to remove accumulated sediment ranging in depths from 0.5 to 1.5 feet from the bottom of an 18-acre site comprised of 4 recharge basins and apply them primarily in the low area along the southeast corner of the property and the additional residuals in other designated highland areas shown in Exhibit 3. The sediment removal will allow the recharge basins to more efficiently percolate water into the aquifer for storage. Project location is McDowell Recharge Facility, 12100 McDowell Road, Avondale, Arizona (Vicinity Map).

The basins were designed primarily to percolate incoming SRP and City of Avondale WRF effluent water to the aquifer below for later use. Currently, water infiltration does not occur efficiently from the existing basins to the aquifer due to build-up of sediments in the basins. The inefficiency is causing loss of precious water to evaporation.

Bid base shall, at minimum, include all requirements stated in this Scope of Work and the following:

a) Mobilization and demobilization.
b) Removal of sediments from the 4 basins (Vicinity Map).
c) Application and compaction of removed sediments in designated upland areas of the recharge site (Vicinity Map) per discretion of the City of Avondale site operator.
d) Temporary stormwater pollution prevention measures per the requirements of the Arizona Department of Environmental Quality.
e) Permanent silt fence protective measures downslopes of the utilized upland areas to prevent washouts from the highlands back to the basins.
f) Site cleaning to satisfaction of the City Site Operator.

Add Alternate bid item shall include:

g) Removal of the existing berm that currently splits Basin 4 (Vicinity Map).
h) Application and compaction of the removed berm in designated upland areas of the recharge site (Vicinity Map) per discretion of the City of Avondale site operator.
i) Procedures identified in d) though f) above.

**Work Details:**

1. **Sediment Removal:**
   City of Avondale studied the sediment accumulation patterns and the amount of sediments in the four basins. Table 1 provides characteristics of the basins, depth of sediment removal and estimated quantity of sediments.

   Remove sediments from the basin or the basin sector to the depth specified in Table 1. The maximum time difference between the removal of sediment from each basin shall be between 7 and 10 days.

**Table 1: Basins Characteristics and Sediment Removal Rates**

| Basin (Location) | Area (SF) | Required Removal Depth (ft) | Estimated Sediment Removal (CY) |
|---|---|---|---|
| 1 (North Half) | 55,400 | 1.5 | 3,100 |
| 1 (South Half) | 139,700 | 0.5 | 2,600 |
| 2 | 223,300 | 0.5 | 4,200 |
| 3 | 186,400 | 0.5 | 3,500 |
| 4 (North) | 41,000 | 2.0 | 3,100 |
| 4 (Middle) | 113,600 | 1.0 | 4,300 |
| 4 (South) | 39,800 | 1.5 | 2,300 |
| **Total** | **799,200** | | **23,100** |

2. **Sequence of basins operations:**
City of Avondale will authorize the order of basins' sediment removal activities to be performed by the Contractor. The City Site Operator's decision may depend on availability of a dry bottom basin. It will typically be expected that 2 dry bottom basins will be available upon Contractor's site mobilization and start of sediment removal. Once removal from the first 2 basins are completed, the City will reserve the right to halt sediment removal work for the next 2 basins for a period of one week until the next 2 basins become dry and available for sediment removal.

3. **Basin 4 berm removal (Add Alternate Bid):**
Remove the entire berm that currently splits Basin 4.

   Depth of berm removal shall be to the extent to result a new invert that will be flush and level with the north and middle sections of basin 4 invert after removal of the sediments.

   If any material other than typical soil is encountered during berm removal, notify the City of Avondale, and then dispose of the materials at environmentally accepted manner at your own expense.

   Match the width of the excavated area with the width of Basin 4 in the location. Shape the new side slopes of the removed berm area to create a consistent pattern with the current basin side slopes. Remove and dispose the existing pipe that connects the two basin sides and headwalls or pipe end-sections.

4. **Upland Application:**
The depression area southeast of the property, outside of the flood zone and inside of the fence, will have first priority for the deposit of soil and sediments. Apply the residuals sediment and soil in 3 designated upland areas indicated in Exhibit 3 in order to be determined by the City.

5. **Upland Compaction:**
Compact the upland areas after final delivery of all sediment and or berm soil material to 85% proctor density.

6. **Temporary Stormwater Pollution Prevention:**
   Obtain permits as required and follow requirements of the Arizona Department of Environmental Quality for SWPPP.

7. **Permanent riprap:**
   Install riprap in sizes ½ inch or above in downslope of the used upland area(s) in depth of 3 inches and width of 1 foot to protect sediment wash back to the basins. Sediment and soil applied in the depressed areas will not require permanent riprap.

8. **Air Quality:**
   Dust control measures are required. Contractor may use water from the wet basins for dust control but must submit an estimate of the quarter quantity needed to the City of Avondale Site Operator in advance of use.

REFERENCE DOCUMENTS

Percolation and Soil Evaluation Report

Vicinity Maps 1-3

# Geotechnical Evaluation

## McDowell Recharge Basins Improvements
## 12100 McDowell Road
## Avondale, Arizona

### City of Avondale

399 East Lower Buckeye Road | Avondale, Arizona 85323

August 2, 2019 | Project No. 606042002

Geotechnical | Environmental | Construction Inspection & Testing | Forensic Engineering & Expert Witness

Geophysics | Engineering Geology | Laboratory Testing | Industrial Hygiene | Occupational Safety | Air Quality | GIS

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

August 2, 2019
Project No. 606042002

Mr. Michael Navabi, PE, LEED AP, D.WRE, BCEE
Public Works Engineering Project Manager
City of Avondale
399 East Lower Buckeye Road
Avondale, Arizona 85323

Subject: Geotechnical Evaluation
McDowell Recharge Basins Improvements
12100 McDowell
Avondale, Arizona

Dear Mr. Navabi:

In accordance with our proposal dated April 9, 2019, and your authorization, Ninyo & Moore has performed a geotechnical evaluation for the above-referenced site. The attached report presents our methodology, findings, conclusions, and recommendations regarding the geotechnical conditions at the project site.

Ninyo & Moore appreciates the opportunity to be of service to you on this project.

Respectfully submitted,
**NINYO & MOORE**

[redacted]

**Rachelle E. Mason**
Senior Staff Engineer

[redacted]

**Jeffrey Rodgers, PE, PG**
Principal Engineer

Professional Engineer (Civil)
CERTIFICATE NO.
60171
JEFFREY S.
RODGERS
Date Signed 8/2/19
ARIZONA U.S.A.

REM/JSR/tlp

Distribution: (1) Addressee (via e-mail)

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## APPENDICES

A – Test Pit Logs

B – Laboratory Testing

# 1 INTRODUCTION

In accordance with our proposal dated April 9, 2019, and your authorization, we have performed a sediment evaluation for the proposed McDowell Recharge Basins Improvements project located at 12100 McDowell Road in Avondale, Arizona. The purpose of our evaluation was to assess the presence of sediment accumulation at the bottom of the existing basins at the project site in order to provide remediation approaches to improve the percolation rate. This report presents the results of our evaluation, and our geotechnical considerations and recommendations regarding the proposed remediation.

# 2 SCOPE OF SERVICES

The scope of our services for this project generally included:

- Reviewing readily available geotechnical data, aerial photographs, and published geologic literature, including maps and reports pertaining to the project site and vicinity.
- Conducting a geologic reconnaissance of the site.
- Marking out the boring locations at the project site, and notifying Arizona 811 of the boring locations prior to drilling.
- Excavating, logging, and sampling of 14 exploratory test pits. These test pits extended from 3 to 10-feet below ground surface (bgs). The test pit logs are presented in Appendix A.
- Collecting bulk soil samples in the test pits at selected depths for laboratory testing and analysis.
- Performing laboratory tests on selected samples obtained from the test pits to evaluate in-situ moisture content, particle-size gradation, and Atterberg limits. The in-situ moisture content results are presented on the test pit logs in Appendix A. The remainder of the laboratory test results are presented in Appendix B.
- Preparing this report presenting our findings, conclusions, and recommendations regarding the remediation approaches.

Our scope of services did not include environmental consulting services such as hazardous waste sampling or analytical testing at the site. A detailed scope of services and estimated fee for such services can be provided upon request.

# 3 SITE DESCRIPTION

The project site is located at 12100 McDowell Road in Avondale, Arizona (Figure 1). At the time of our evaluation, the site consisted of four groundwater recharge basins. The basins receive treated effluent from Avondale's Water Reclamation Facility as well as surface water from Salt River Project and Central Arizona Project from the City's Crystal Gardens wetlands facility. The

site was bound by the Agua Fria River to the north and west, residential properties to the east and southeast, and McDowell Road to the south.

According to the Tolleson, Arizona 7.5-Minute United States Geological Survey (USGS) Topographic Quadrangle Map (2018), the site is at an average elevation of roughly 990 feet relative to mean sea level. Based on information from this topographic quadrangle map, the ground surface at the site vicinity gently slopes from the northeast to the southwest.

## 4 AERIAL PHOTOGRAPH REVIEW

Aerial photographs dated 1937 through 2018 from the Flood Control District of Maricopa County website were reviewed for this project. A summary of the observations noted for each aerial photograph is presented in Table 1:

**Table 1 – Summary of Aerial Photograph Review**

| Photograph Date(s) | Site | Adjacent Properties | |
|---|---|---|---|
| 1937, 1949, 1959 | Agua Fria River bed and embankment. | North: | River bed and agricultural land. |
| | | South: | River bed and agricultural land. |
| | | East: | Agricultural land. |
| | | West: | Agua Fria River and agricultural land. |
| 1969, 1976 | Agua Fria River bed and embankment. | North: | River bed and agricultural land. |
| | | South: | River bed, agricultural land and McDowell Road. |
| | | East: | Agricultural land. |
| | | West: | Agua Fria River and agricultural land. |
| 1986, 1993, 1996 | Agua Fria River bed and embankment | North: | River bed and agricultural land. |
| | | South: | River bed, undeveloped land and McDowell Road that has been diverted southwest. |
| | | East: | Agricultural land. |
| | | West: | Agua Fria River and agricultural land. |
| 1998 | Site has been developed for retention basins. | North: | Agua Fria River. |
| | | South: | River bed, undeveloped land and McDowell Road that has been diverted southwest. |
| | | East: | Residential development. |
| | | West: | Agua Fria River and residential. |

| Table 1 – Summary of Aerial Photograph Review | | | |
|---|---|---|---|
| **Photograph Date(s)** | **Site** | **Adjacent Properties** | |
| 2000, 2001, 2002, 2003, 2004, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017 | Retention basins | North: | Agua Fria River. |
| | | South: | River bed, undeveloped land and McDowell Road that has been diverted southwest and beginning development of sports complex and park. |
| | | East: | Residential development. |
| | | West: | Agua Fria River and residential. |

## 5 PROPOSED REMEDIATION

The project includes plans to improve the McDowell Recharge Basins Facility's operational efficiencies at its current water delivery rate of 11,500 acre feet per year including optimizing storage retention in the basins. We understand sedimentation from the incoming water has reduced the infiltration rate of the existing recharge basins. The City of Avondale plans to remediate Basins 1 through 4 to improve infiltration rates in these basins.

## 6 FIELD EXPLORATION AND LABORATORY TESTING

On June 6 through July 10, 2019, Ninyo & Moore conducted a subsurface exploration at the site in order to evaluate the subsurface conditions and to collect soil samples for laboratory testing. Our evaluation consisted of excavating, logging, and sampling fourteen test pits using a Case 560 Super N Backhoe. The test pits, denoted as TP-1 through TP-4, extended to depths between approximately 3 to 10 feet bgs (Figure 2). Bulk soil samples were collected at selected intervals. Descriptions of the soils encountered are presented in the test pit logs in Appendix A. Table 2 presents the depth of each test pit at the site:

| Table 2 – Test Pit Summary | | |
|---|---|---|
| **Basin** | **Test Pit** | **Approximate Depth (ft)** |
| 1 | TP-1A | 6 |
| 1 | TP-1B | 6 |
| 1 | TP-1C | 6 |
| 1 | TP-1D | 6 |
| 2 | TP-2A | 3 |
| 2 | TP-2B | 3 |
| 2 | TP-2C | 3 |
| 3 | TP-3A | 4 |

| Table 2 – Test Pit Summary | | |
|---|---|---|
| Basin | Test Pit | Approximate Depth (ft) |
| 3 | TP-3B | 4 |
| 3 | TP-3C | 3 |
| 4 | TP-4A | 10 |
| 4 | TP-4B | 6 |
| 4 | TP-4C | 6 |
| 4 | TP-4D | 6 |

## 6.1 Laboratory Testing

The soil samples collected from our excavating activities were transported to the Ninyo & Moore laboratory in Phoenix, Arizona. In addition, Ninyo & Moore performed laboratory tests on selected samples obtained from the test pits to evaluate the in-situ moisture content, particle-size gradation, and Atterberg limits.

The in-situ moisture content results are presented on the test pit logs in Appendix A. A description of the laboratory testing as well as the remainder of the laboratory test results are presented in Appendix B.

# 7 GEOLOGY AND SUBSURFACE CONDITIONS

The geology and subsurface conditions at the site are described in the following sections.

## 7.1 Geologic Setting

The project site is located in the Sonoran Desert Section of the Basin and Range physiographic province, which is typified by broad alluvial valleys separated by steep, discontinuous, subparallel mountain ranges. The mountain ranges generally trend north-south and northwest-southeast. The basin floors consist of alluvium with thickness extending to several thousands of feet.

The basins and surrounding mountains were formed approximately 10 to 18 million years ago during the Mid- to Late-Tertiary. Extensional tectonics resulted in the formation of horsts (mountains) and grabens (basins) with vertical displacement along high-angle normal faults. Intermittent volcanic activity also occurred during this time. The surrounding basins filled with alluvium from the erosion of the surrounding mountains as well as from deposition from rivers. Coarser-grained alluvial material was deposited at the margins of the basins near the mountains.

The surficial geology of the site is described as latest Quaternary (0 to 10,000 years) age alluvial channel, fan, and low terraces of major drainages (Demsey, 1989). The United States Department of Agriculture Web Soil Survey described the site as generally consisting of Brios Loamy Sand, Torripsamments and Torrifluvents, and Vint Fine Sandy Loam. Loam is an agriculture soil classification that refers to a soil comprised of a mixture of clay, silt, and sand.

## 7.2 Subsurface Conditions

Our knowledge of the subsurface conditions at the project site is based on the results of our exploratory test pits and our understanding of the general geology of the area. The test pit logs contains our field test results, as well as our interpretation of the conditions likely to exist between actual samples retrieved. Therefore, the test pit logs contains both factual and interpretive information. Lines delineating subsurface strata on the test pit logs are intended to group soils having similar engineering properties and characteristics. They should be considered approximate, as the actual transition between soil types may be gradual. Detailed stratigraphic information as well as a key to the soil symbols and terms used on the test pit logs are provided in Appendix A.

### 7.2.1 Sediment

Sediment was encountered at the surface of the test pits and extended between 0.1 to 1.5 feet bgs. In our test pits, the sediment generally consisted of lean clays (CL) and clayey sands (SC).

### 7.2.2 Alluvium

Native alluvial soil was encountered below the sediment and extended to the test pit termination depths. In our test pits, the alluvium generally consisted of medium dense well graded sands with silt (SW-SM), silty sands (SM) and poorly graded gravels (GP). Varying quantities of cobbles and possible boulders were also observed in our test pits.

### 7.2.3 Groundwater

Groundwater was not encountered in our test pits. Based on well data from the Arizona Department of Water Resources, the depth to groundwater has been estimated to be about 45 feet bgs. Groundwater levels can fluctuate due to seasonal variations, irrigation, groundwater withdrawal or injection, and other factors. In general, groundwater is not anticipated to be a constraint to the construction of the project.

# 8 RECOMMENDATIONS

The following sections present our geotechnical recommendations and were developed based on our understanding of the proposed remediation (Section 5), the observed subsurface conditions (Section 7.2), and our experience. If the proposed remediation is changed from that discussed herein or subsurface conditions other than those shown on the test pit logs (Appendix A) are observed at the time of construction, Ninyo & Moore should be retained to conduct a review of the new information and to evaluate the need for additional recommendations.

## 8.1 Removal of Sediment

If the proposed remediation is changed from that discussed in this report, Ninyo & Moore should be contacted for additional recommendations. Due to the relatively widely spaced nature of our test pits, soil conditions not observed in our test pits may be encountered during remediation.

Sediment removal should be done by scraping the recommended removal depth in each basin and sub basin. Scarification of the exposed surface is not recommended for this project as it may increase the potential of less permeable sediment soils mixing with underlying soils.

Basins 1 and 4 were divided in to sub-boundaries based on varying thickness of sediment encountered in our test pits. Basin sediment removal boundaries as well as recommended removal depths are presented on Figure 3. Table 3 presents the estimated areas, recommended removal depths and estimated volume of sediment removal. The estimated volume of sediment to be removed was based on estimated surface areas of the basin and the recommended thicknesses removed.

**Table 3 – Sediment Removal Recommendations**

| Location | Area, $ft^2$ | Recommended Removal Depth, ft | Estimated Sediment Removal Volume, $yd^3$ |
|---|---|---|---|
| Basin-1North | 55,392 | 1.5 | 3,078 |
| Basin-1South | 139,689 | 0.5 | 2,587 |
| Basin-2 | 223,253 | 0.5 | 4,135 |
| Basin-3 | 186,389 | 0.5 | 3,451 |
| Basin-4North | 40,913 | 2.0 | 3,031 |
| Basin-4Middle | 113,513 | 1.0 | 4,204 |
| Basin-4South | 39,752 | 1.5 | 2,209 |

# 9 LIMITATIONS

The field evaluation, laboratory testing, and geotechnical analyses presented in this geotechnical report have been conducted in general accordance with current practice and the standard of care exercised by geotechnical consultants performing similar tasks in the project area. No warranty, expressed or implied, is made regarding the conclusions, recommendations, and opinions presented in this report. There is no evaluation detailed enough to reveal every subsurface condition. Variations may exist and conditions not observed or described in this report may be encountered during construction. Uncertainties relative to subsurface conditions can be reduced through additional subsurface exploration. Additional subsurface evaluation will be performed upon request. Please also note that our evaluation was limited to assessment of the geotechnical aspects of the project, and did not include evaluation of structural issues, environmental concerns, or the presence of hazardous materials.

This document is intended to be used only in its entirety. No portion of the document, by itself, is designed to completely represent any aspect of the project described herein. Ninyo & Moore should be contacted if the reader requires additional information or has questions regarding the content, interpretations presented, or completeness of this document.

This report is intended for design purposes only. It does not provide sufficient data to prepare an accurate bid by contractors. It is suggested that the bidders and their geotechnical consultant perform an independent evaluation of the subsurface conditions in the project areas. The independent evaluations may include, but not be limited to, review of other geotechnical reports prepared for the adjacent areas, site reconnaissance, and additional exploration and laboratory testing.

Our conclusions, recommendations, and opinions are based on an analysis of the observed site conditions. If geotechnical conditions different from those described in this report are encountered, our office should be notified and additional recommendations, if warranted, will be provided upon request. It should be understood that the conditions of a site could change with time as a result of natural processes or the activities of man at the subject site or nearby sites. In addition, changes to the applicable laws, regulations, codes, and standards of practice may occur due to government action or the broadening of knowledge. The findings of this report may, therefore, be invalidated over time, in part or in whole, by changes over which Ninyo & Moore has no control.

This report is intended exclusively for use by the client. Any use or reuse of the findings, conclusions, and/or recommendations of this report by parties other than the client is undertaken at said parties' sole risk.

# 10 REFERENCES


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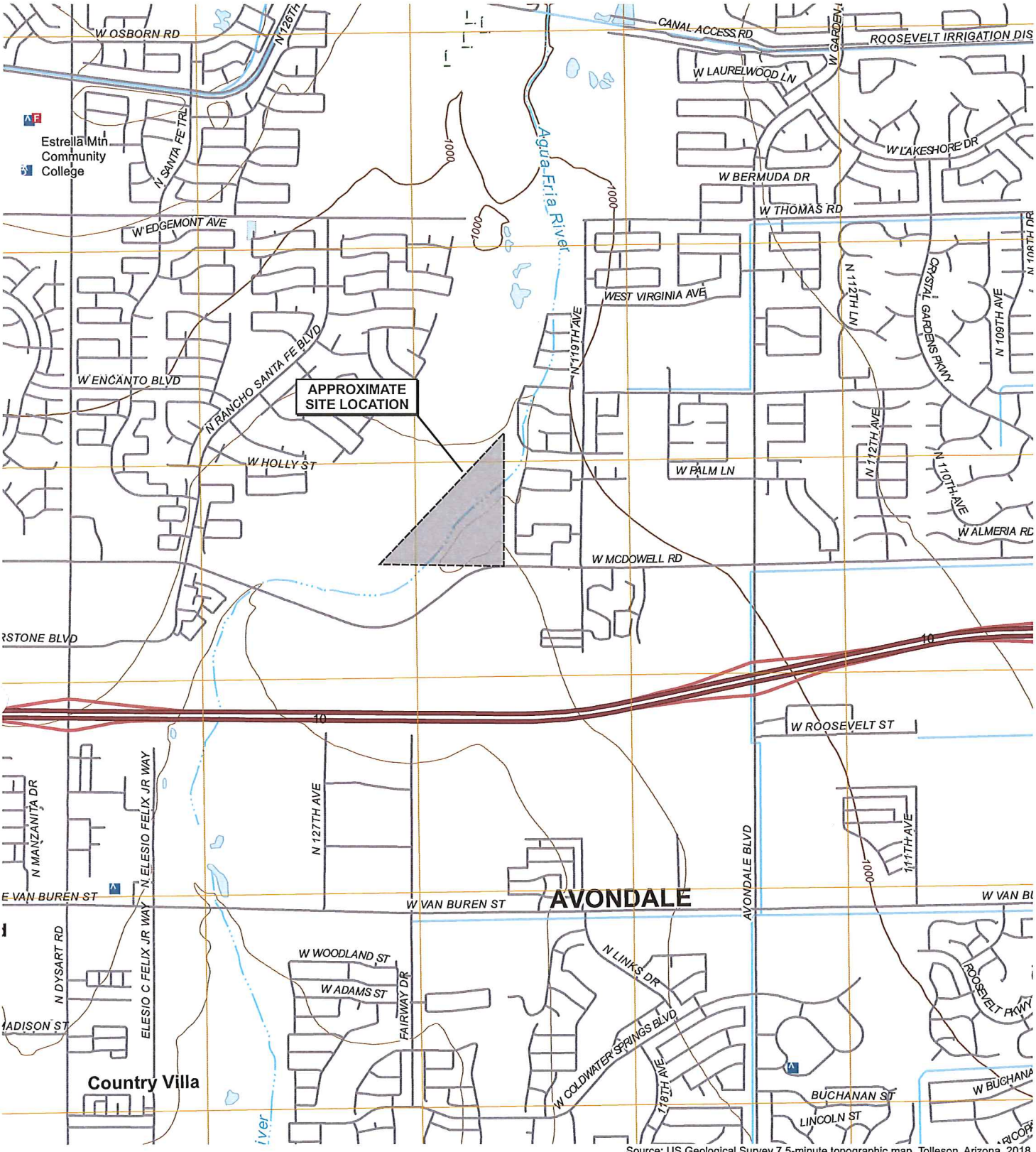
# FIGURES




Source: US Geological Survey 7.5-minute topographic map, Tolleson, Arizona, 2018.

N

FEET

0 2000

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

**FIGURE 1**

## SITE LOCATION

McDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

606042002 | 8/19

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

bsm file no: 604719a

Source: NAVTEQ, 08/28/18.

N

FEET

0 340

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

bsm file no: 6042blm0719a

FIGURE 2

## TEST PIT LOCATIONS

McDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

60[illegible]02 | 8/19

Source: NAVTEQ, 08/28/18.

N

FEET

0 350

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

bsm file no: 6042blm0719bx

**FIGURE 3**

## SEDIMENT REMOVAL BOUNDARIES

McDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

606042002 | 8/19

Ninyo & Moore
Geotechnical & Environmental Sciences Consultants

# APPENDIX A

## Test Pit Logs

# APPENDIX A

## TEST PIT LOGS

**Field Procedure for the Collection of Disturbed Samples**
Disturbed soil samples were obtained in the field using the following method.

**Bulk Samples**
Bulk samples of representative earth materials were obtained from the exploratory test pits. The samples were bagged and transported to the laboratory for testing.

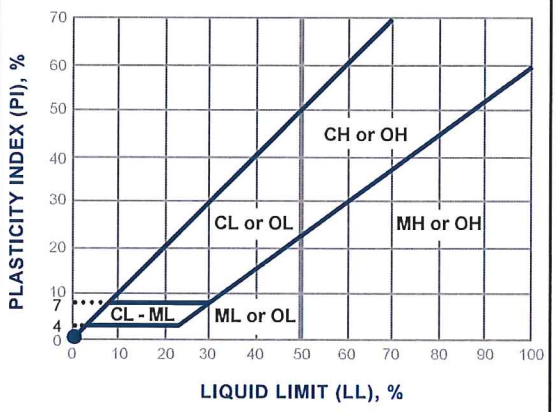
## Soil Classification Chart Per ASTM D 2488

| Primary Divisions | | | Secondary Divisions | |
|---|---|---|---|---|
| | | | Group Symbol | Group Name |
| COARSE-GRAINED SOILS more than 50% retained on No. 200 sieve | GRAVEL more than 50% of coarse fraction retained on No. 4 sieve | CLEAN GRAVEL less than 5% fines | GW | well-graded GRAVEL |
| | | | GP | poorly graded GRAVEL |
| | | GRAVEL with DUAL CLASSIFICATIONS 5% to 12% fines | GW-GM | well-graded GRAVEL with silt |
| | | | GP-GM | poorly graded GRAVEL with silt |
| | | | GW-GC | well-graded GRAVEL with clay |
| | | | GP-GC | poorly graded GRAVEL with |
| | | GRAVEL with FINES more than 12% fines | GM | silty GRAVEL |
| | | | GC | clayey GRAVEL |
| | | | GC-GM | silty, clayey GRAVEL |
| | SAND 50% or more of coarse fraction passes No. 4 sieve | CLEAN SAND less than 5% fines | SW | well-graded SAND |
| | | | SP | poorly graded SAND |
| | | SAND with DUAL CLASSIFICATIONS 5% to 12% fines | SW-SM | well-graded SAND with silt |
| | | | SP-SM | poorly graded SAND with silt |
| | | | SW-SC | well-graded SAND with clay |
| | | | SP-SC | poorly graded SAND with clay |
| | | SAND with FINES more than 12% fines | SM | silty SAND |
| | | | SC | clayey SAND |
| | | | SC-SM | silty, clayey SAND |
| FINE-GRAINED SOILS 50% or more passes No. 200 sieve | SILT and CLAY liquid limit less than 50% | INORGANIC | CL | lean CLAY |
| | | | ML | SILT |
| | | | CL-ML | silty CLAY |
| | | ORGANIC | OL (PI > 4) | organic CLAY |
| | | | OL (PI < 4) | organic SILT |
| | SILT and CLAY liquid limit 50% or more | INORGANIC | CH | fat CLAY |
| | | | MH | elastic SILT |
| | | ORGANIC | OH (plots on or above "A"-line) | organic CLAY |
| | | | OH (plots below "A"-line) | organic SILT |
| | Highly Organic Soils | | PT | Peat |

## Grain Size

| Description | | Sieve Size | Grain Size | Approximate Size |
|---|---|---|---|---|
| Boulders | | > 12" | > 12" | Larger than basketball-sized |
| Cobbles | | 3 - 12" | 3 - 12" | Fist-sized to basketball-sized |
| Gravel | Coarse | 3/4 - 3" | 3/4 - 3" | Thumb-sized to fist-sized |
| | Fine | #4 - 3/4" | 0.19 - 0.75" | Pea-sized to thumb-sized |
| Sand | Coarse | #10 - #4 | 0.079 - 0.19" | Rock-salt-sized to pea-sized |
| | Medium | #40 - #10 | 0.017 - 0.079" | Sugar-sized to rock-salt-sized |
| | Fine | #200 - #40 | 0.0029 - 0.017" | Flour-sized to sugar-sized |
| Fines | | Passing #200 | < 0.0029" | Flour-sized and smaller |

## Plasticity Chart




## Apparent Density - Coarse-Grained Soil

| Apparent Density | Spooling Cable or Cathead | | Automatic Trip Hammer | |
|---|---|---|---|---|
| | SPT (blows/foot) | Modified Split Barrel (blows/foot) | SPT (blows/foot) | Modified Split Barrel (blows/foot) |
| Very Loose | ≤ 4 | ≤ 8 | ≤ 3 | ≤ 5 |
| Loose | 5 - 10 | 9 - 21 | 4 - 7 | 6 - 14 |
| Medium Dense | 11 - 30 | 22 - 63 | 8 - 20 | 15 - 42 |
| Dense | 31 - 50 | 64 - 105 | 21 - 33 | 43 - 70 |
| Very Dense | > 50 | > 105 | > 33 | > 70 |

## Consistency - Fine-Grained Soil

| Consis-tency | Spooling Cable or Cathead | | Automatic Trip Hammer | |
|---|---|---|---|---|
| | SPT (blows/foot) | Modified Split Barrel (blows/foot) | SPT (blows/foot) | Modified Split Barrel (blows/foot) |
| Very Soft | < 2 | < 3 | < 1 | < 2 |
| Soft | 2 - 4 | 3 - 5 | 1 - 3 | 2 - 3 |
| Firm | 5 - 8 | 6 - 10 | 4 - 5 | 4 - 6 |
| Stiff | 9 - 15 | 11 - 20 | 6 - 10 | 7 - 13 |
| Very Stiff | 16 - 30 | 21 - 39 | 11 - 20 | 14 - 26 |
| Hard | > 30 | > 39 | > 20 | > 26 |

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**USCS METHOD OF SOIL CLASSIFICATION**

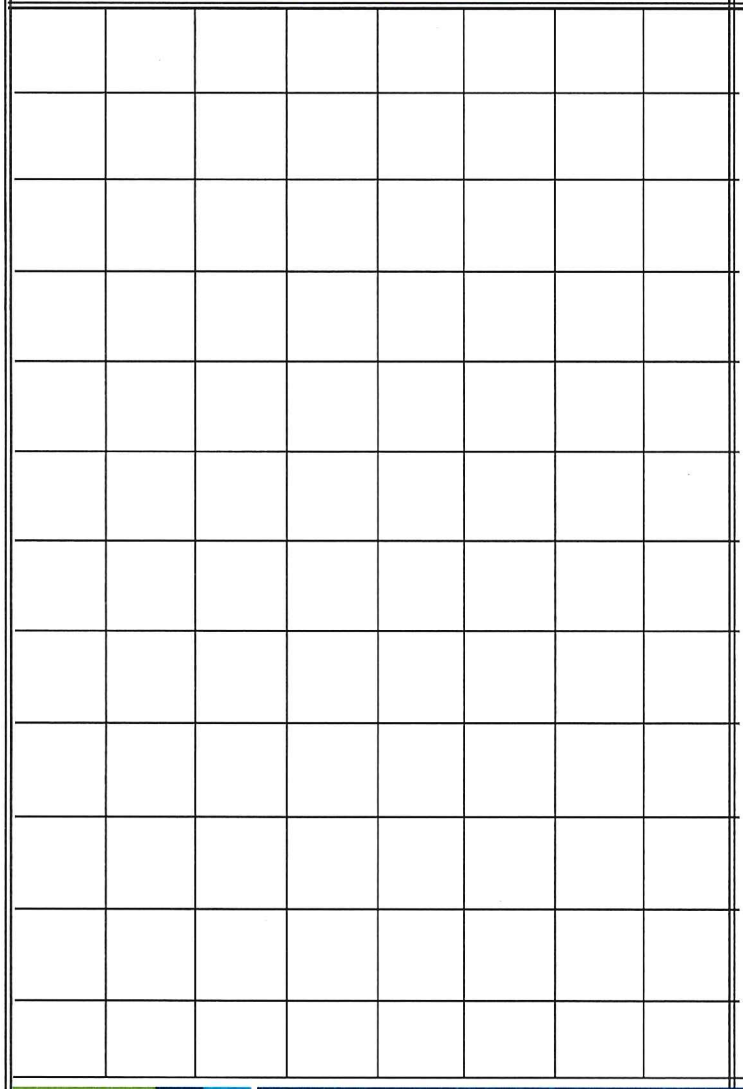
# EXCAVATION LOG EXPLANATION SHEET

DATE EXCAVATED _____

GROUND ELEVATION _____

METHOD OF EXCAVATION _____

## TEST PIT DIAGRAM



SCALE 1 inch = 2 feet

| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | ■ | ■ | | | | SM | FILL: |
| | | | | ← | | | Bulk sample. |
| 1 | ■ | ■ | | | | ML | Dashed line denotes material change. |
| | | | | ← | | | Drive sample. |
| 2 | | | ■ | ← | | | Sand cone performed. |
| | | | | ♀ ← | | | Seepage. |
| 3 | | X | ■ | ▽ ← | | | Groundwater encountered during excavation. |
| | | X | | ← | | | No recovery with drive sampler. |
| 4 | | ■ | | ▼ ← | | | Groundwater encountered after excavation. |
| | | ■ | | ← | | | Sample retained by others. |
| 5 | | ■ | | | | | Shelby tube sample. Distance pushed in inches/length of sample |
| | | ■ | | ← xx/xx | | | recovered in inches. |
| 6 | | ■ | | | | | |
| | | \ | | ← | | | No recovery with Shelby tube sampler. |
| 7 | | \ | | | | SM | ALLUVIUM: |
| | | | | | | | Solid line denotes unit change. |
| 8 | | | | | | | Attitude: Strike/Dip |
| | | | | | | | b: Bedding; s: Shear |
| 9 | | | | | | | c: Contact; bss: Basal Slide Surface |
| | | | | | | | j: Joint; sf: Shear Fracture |
| 10 | | | | | | | f: Fracture; sz: Shear Zone |
| | | | | | | | F: Fault; sbs: Sheared Bedding Surface |
| 11 | | | | | | | cs: Clay Seam |
| 12 | | | | | | | The total depth is a solid line that is drawn at the bottom of the excavation log. |

## DESCRIPTION

FIGURE B-1

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**TEST PIT LOG**
EXPLANATION OF TEST PIT, CORE, TRENCH AND HAND AUGER LOG SYMBOLS

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

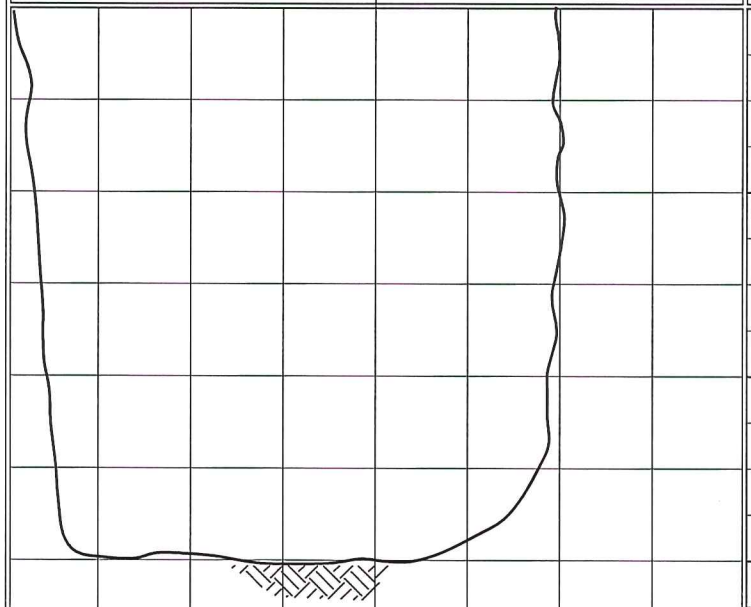
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-1A

GROUND ELEVATION 984' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 1 (SEE FIGURE 2)




| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | ■ | | | | | SC | SEDIMENT:<br>Brown, dry, medium dense, clayey SAND. |
| 2 | ■ | | | | | SM | ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; trace gravel.<br><br>Few gravel.<br><br>Increase in silt content. |
| 4 | ■ | | | | | | |
| 6 | | | | | | | Total Depth = 6 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE * in./2 ft.

FIGURE A-1

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

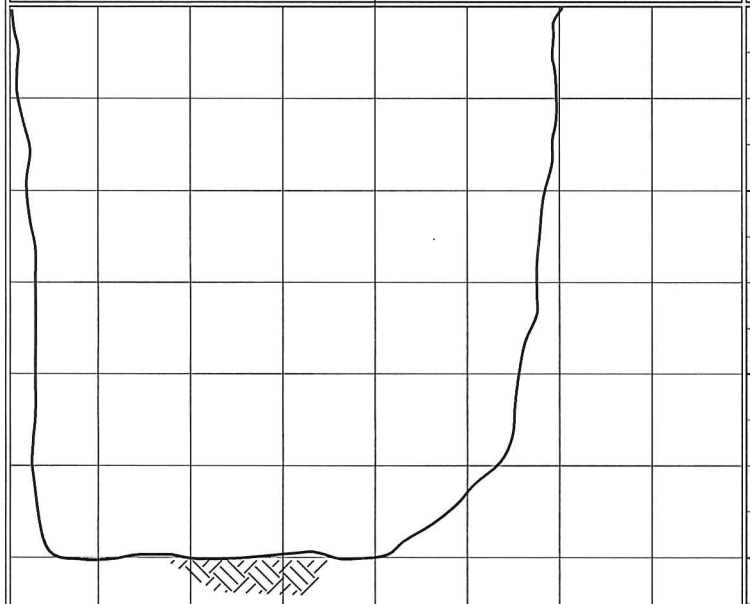
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-1B

GROUND ELEVATION 983' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 1 (SEE FIGURE 2)




| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | ■ | | | | | CL | SEDIMENT:<br>Brown, dry, medium dense, sandy lean CLAY; trace gravel. |
| 2 | | | | | | SM | ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; few gravel. |
| 4 | ■ | | | | | | |
| 6 | | | | | | | Total Depth = 6 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE = 1 in./2 ft.

FIGURE A-2

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

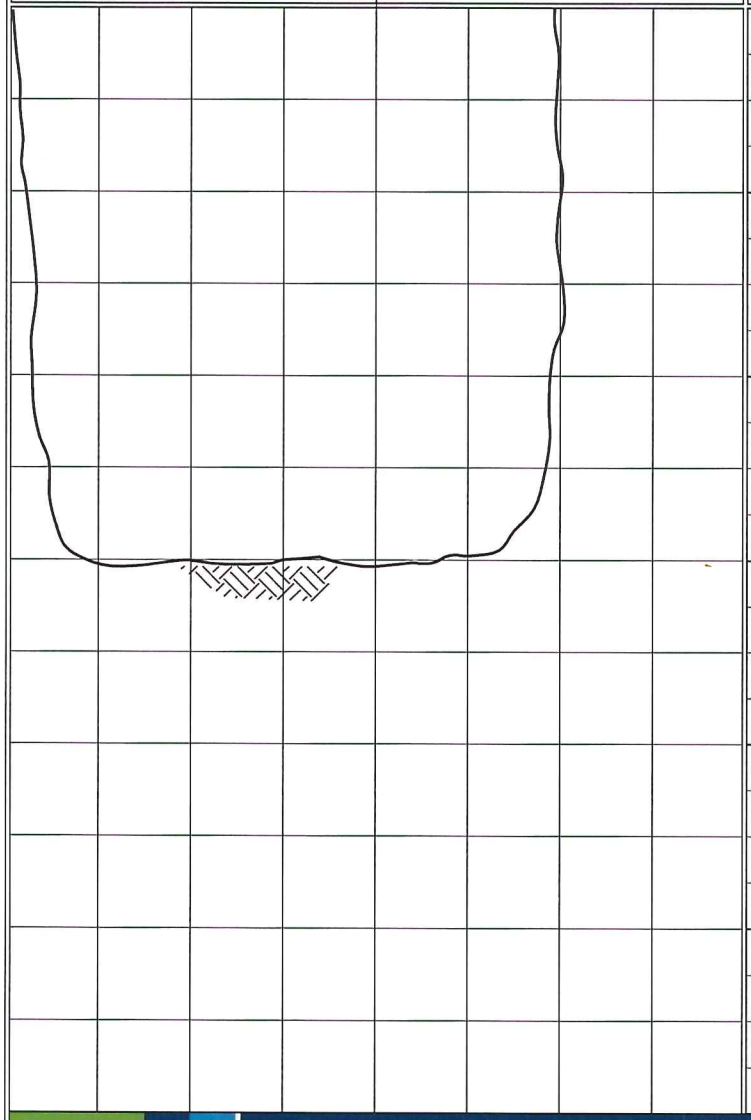
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-1C

GROUND ELEVATION 981' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 1 (SEE FIGURE 2)




| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | | | SC<br>SP | SEDIMENT:<br>Brown, dry, loose, clayey SAND.<br>ALLUVIUM:<br>Brown, moist, medium dense, poorly graded SAND; few gravel; cobbles and possible boulders. |
| 2 | | | | | | SM | Brown, moist, medium dense, silty SAND; few gravel; cobbles and possible boulders. |
| 4 | | | | | | | |
| 6 | | | | | | | Total Depth = 6 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE 1 in./2 ft.

FIGURE A-3

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

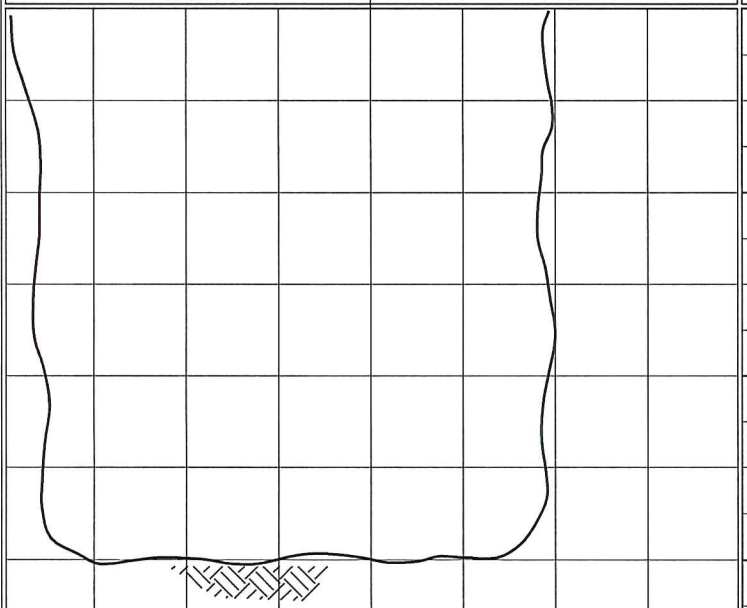
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-1D

GROUND ELEVATION 981' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 1 (SEE FIGURE 2)




| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | ■ | | | 7.4 | | SC | SEDIMENT:<br>Brown, dry, medium dense, clayey SAND. |
| | | | | | | SM | ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; few gravel; cobbles and possible boulders. |
| 2 | ■ | | | 4.8 | | | Increase in silt content. |
| 4 | | | | | | | |
| 6 | | | | | | | Total Depth = 6 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating. |
| 8 | | | | | | | Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE = 1 in./2 ft.

FIGURE A-4

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

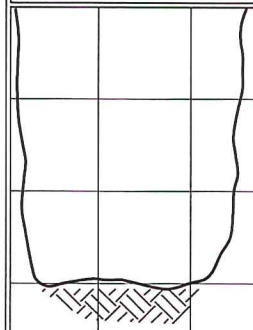
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 7/10/19 TEST PIT NO. TP-2A

GROUND ELEVATION 981' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 2 (SEE FIGURE 2)



| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | | | SC | SEDIMENT:<br>Brown, dry, loose, clayey SAND. |
| | | | | 0.5 | | SM | ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; trace gravel. |
| 2 | | | | | | | |
| 4 | | | | | | | Total Depth = 3 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 7/10/19 shortly after completion of excavating. |
| 6 | | | | | | | Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE 1 in./2 ft.

FIGURE A-5

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

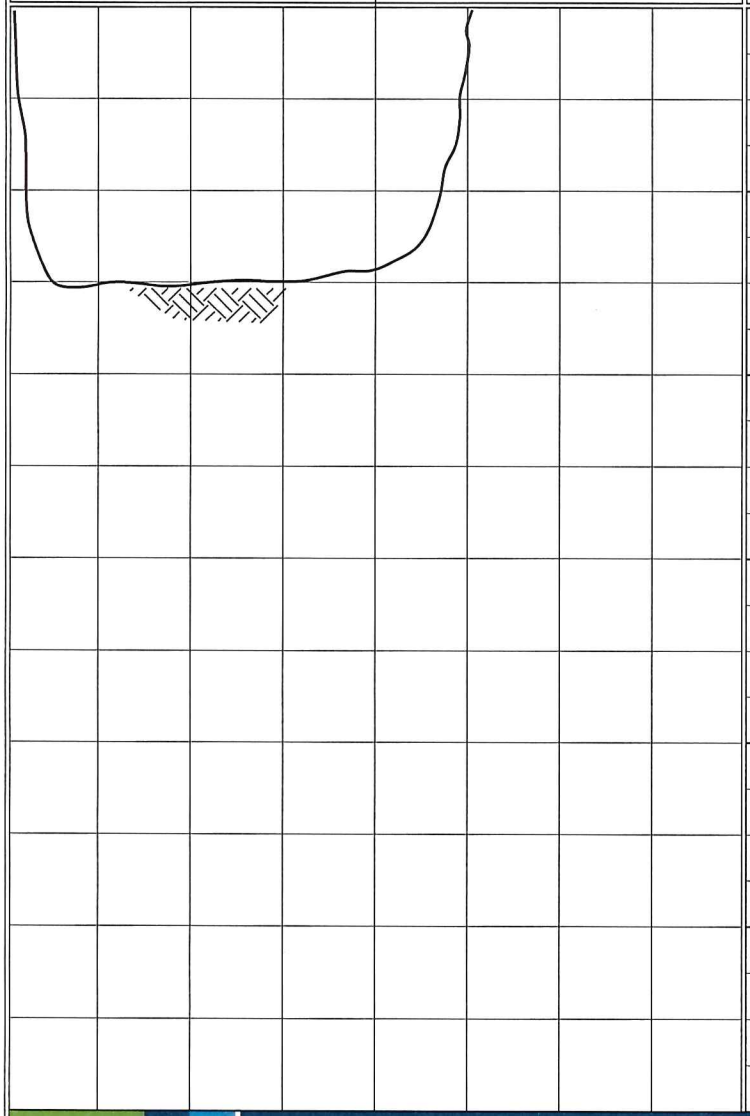
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 7/10/19 TEST PIT NO. TP-2B

GROUND ELEVATION 982' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 2 (SEE FIGURE 2)




| SAMPLES | | | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|
| Bulk | Driven | Sand Cone | | | | |
| ■ | | | | | SC<br>SW-SM | SEDIMENT:<br>Brown, dry, loose, clayey SAND.<br>ALLUVIUM:<br>Brown, moist, medium dense, well-graded SAND with silt; few to little gravel; cobbles and possible boulders. |
| | | | | | | Total Depth = 3 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 7/10/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |

SCALE = 1 in./2 ft.

FIGURE A-6

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

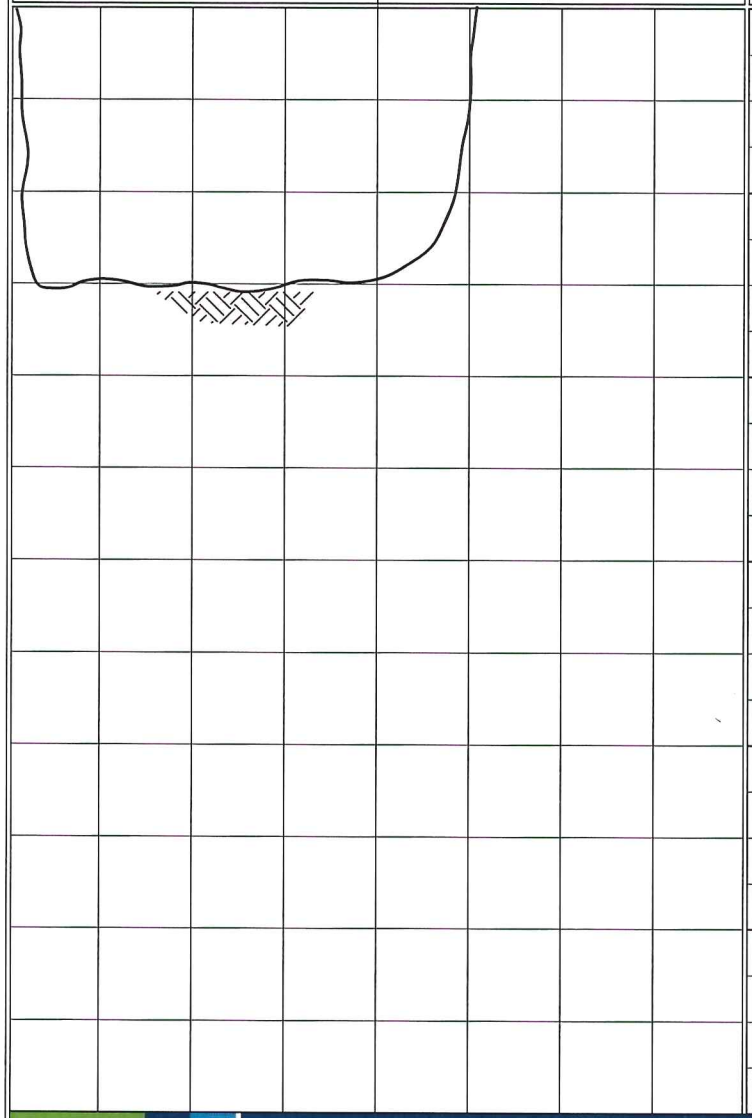
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 7/10/19 TEST PIT NO. TP-2C

GROUND ELEVATION 980' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 2 (SEE FIGURE 2)




| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | 10.4 | | SC<br>SM | SEDIMENT:<br>Brown, dry to moist, medium dense, clayey SAND. |
| 2 | | | | 7.5 | | | ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; few gravel; cobbles and possible boulders. |
| 4 | | | | | | | Total Depth = 3 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 7/10/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 6 | | | | | | | |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE 1 in./2 ft.

FIGURE A-7

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

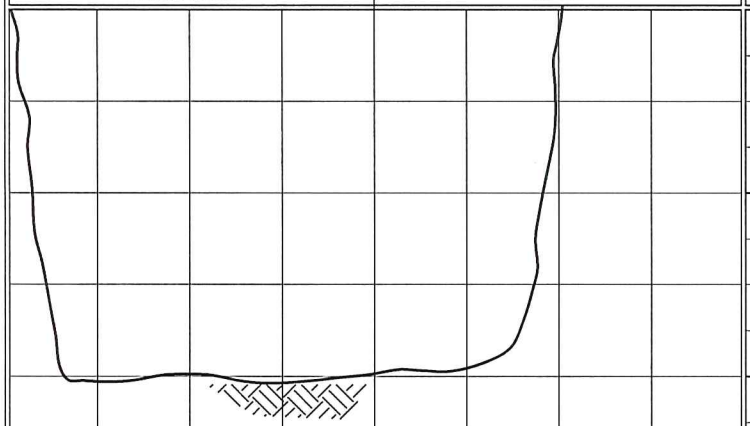
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 7/2/19 TEST PIT NO. TP-3A

GROUND ELEVATION 982' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 3 (SEE FIGURE 2)



| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | | | SC | SEDIMENT: Brown, moist, medium dense, clayey SAND; trace gravel. |
| 2 | | | | | | SM | ALLUVIUM: Brown, moist, medium dense, silty SAND. |
| 4 | | | | | | | Total Depth = 4 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 7/2/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 6 | | | | | | | |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE = 1 in./2 ft.

FIGURE A-8

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

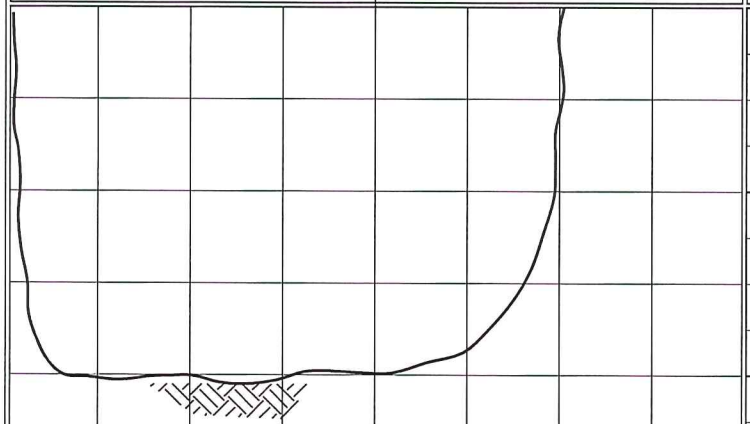
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 7/2/19 TEST PIT NO. TP-3B

GROUND ELEVATION 982' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 3 (SEE FIGURE 2)



| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | 5.0 | | SC | SEDIMENT: Brown, dry, medium dense, clayey SAND. |
| | | | | | | GP | ALLUVIUM: Brown, moist, medium dense, poorly graded GRAVEL with sand; trace silt; cobbles and possible boulders. |
| 2 | | | | 4.7 | | | |
| 4 | | | | | | | Total Depth = 4 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 7/2/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 6 | | | | | | | |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE 1 in./2 ft.

FIGURE A-9

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

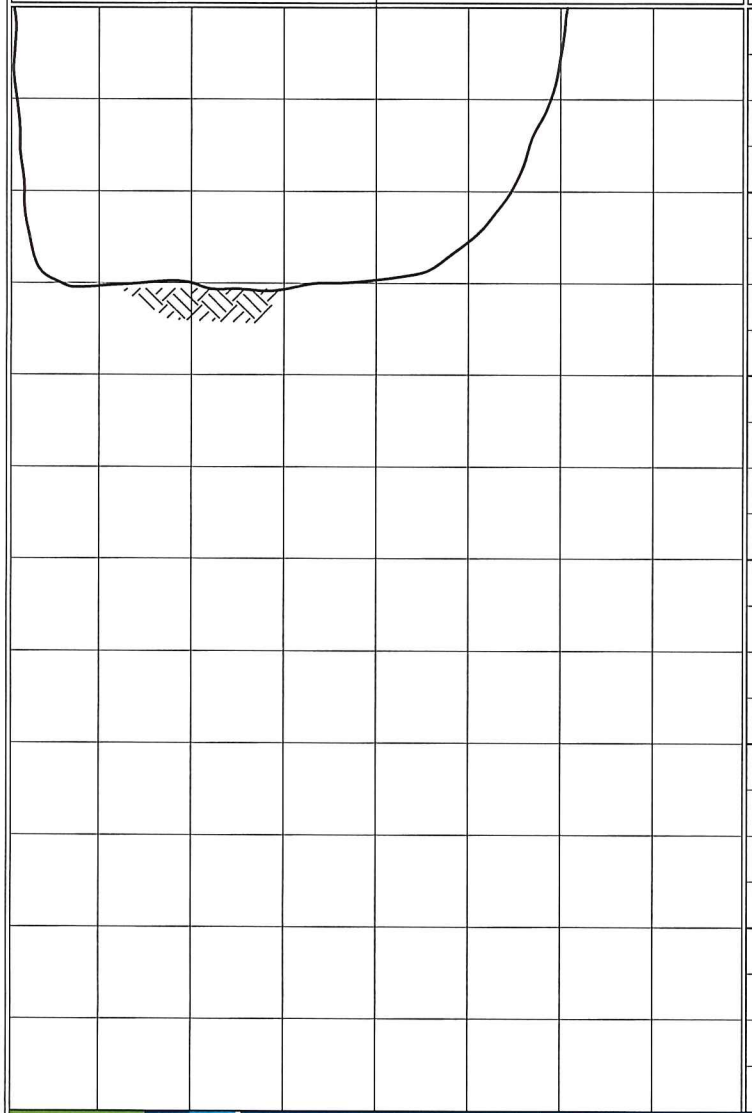
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 7/2/19 TEST PIT NO. TP-3C

GROUND ELEVATION 981' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 3 (SEE FIGURE 2)




SAMPLES: Bulk, Driven, Sand Cone

MOISTURE (%)

DRY DENSITY (PCF)

CLASSIFICATION U.S.C.S.

## DESCRIPTION

| CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|
| SC<br>SM | SEDIMENT:<br>Brown, dry, loose, clayey SAND.<br>ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; trace gravel. |
| | Total Depth = 3 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 7/2/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |

SCALE = 1 in./2 ft.

FIGURE A-10

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

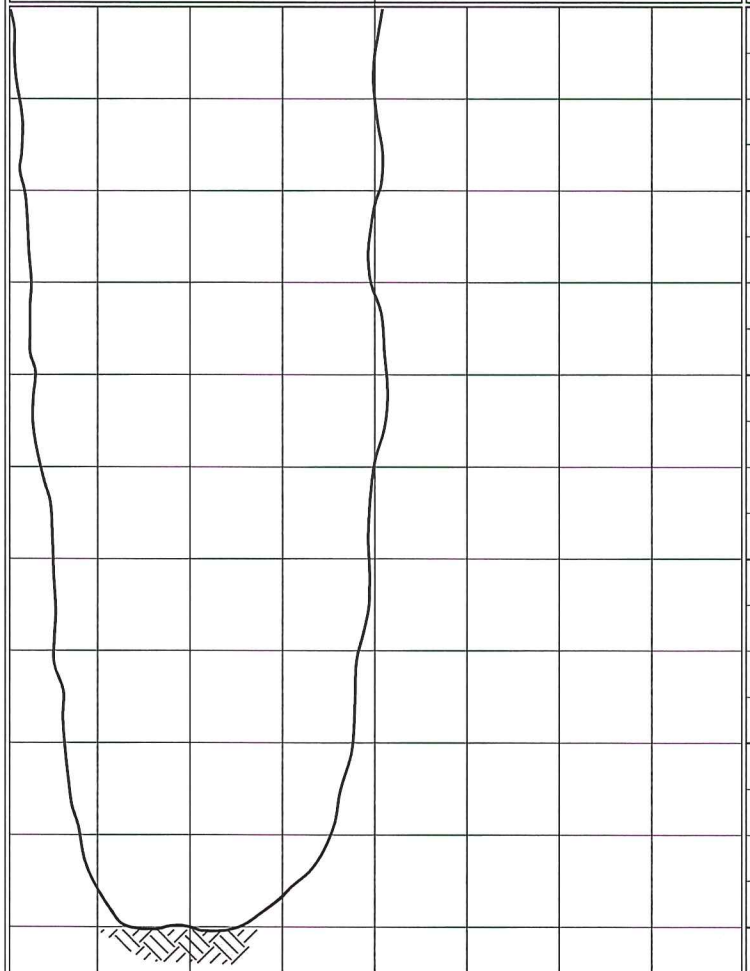
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-4A

GROUND ELEVATION 983' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 4 (SEE FIGURE 2)




| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | | | SC | SEDIMENT:<br>Brown, dry, medium dense, clayey SAND; trace gravel. |
| 2 | | | | | | SM | ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; few gravel. |
| 10 | | | | | | | Total Depth = 10 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors |

SCALE 1 in./2 ft.

FIGURE A-11

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-4A

GROUND ELEVATION 983' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 4 (SEE FIGURE 2)

| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 12 | | | | | | | as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 14 | | | | | | | |
| 16 | | | | | | | |
| 18 | | | | | | | |
| 20 | | | | | | | |
| 22 | | | | | | | |
| 24 | | | | | | | |

SCALE = 1 in./2 ft.

FIGURE A-12

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

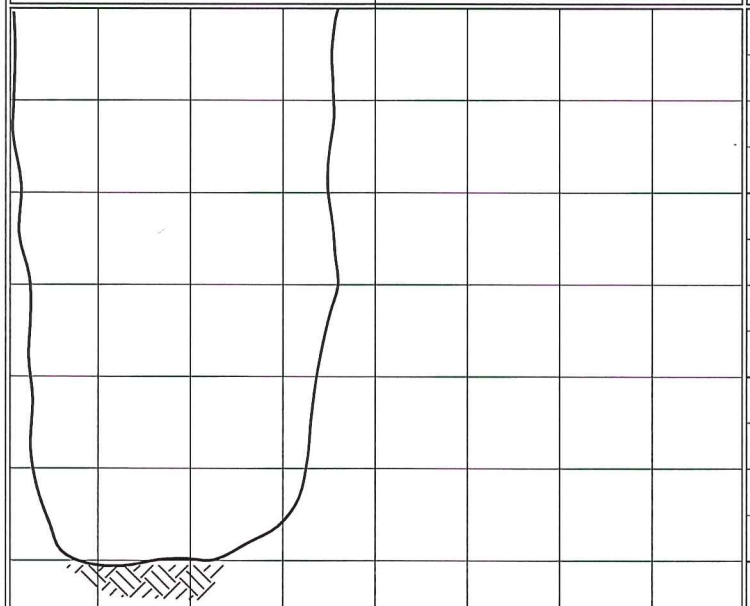
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-4B

GROUND ELEVATION 981' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 3 (SEE FIGURE 2)




| DEPTH (FEET) | SAMPLES (Bulk / Driven / Sand Cone) | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|
| 0 | | 4.5 | | SC | SEDIMENT: Brown, dry, medium dense, clayey SAND. |
| 2 | | 13.4 | | SM | ALLUVIUM: Brown, moist, medium dense, silty SAND; trace gravel. |
| 6 | | | | | Total Depth = 6 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating. |

Notes:
Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.

The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents.

SCALE 1 in./2 ft.

FIGURE A-12

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

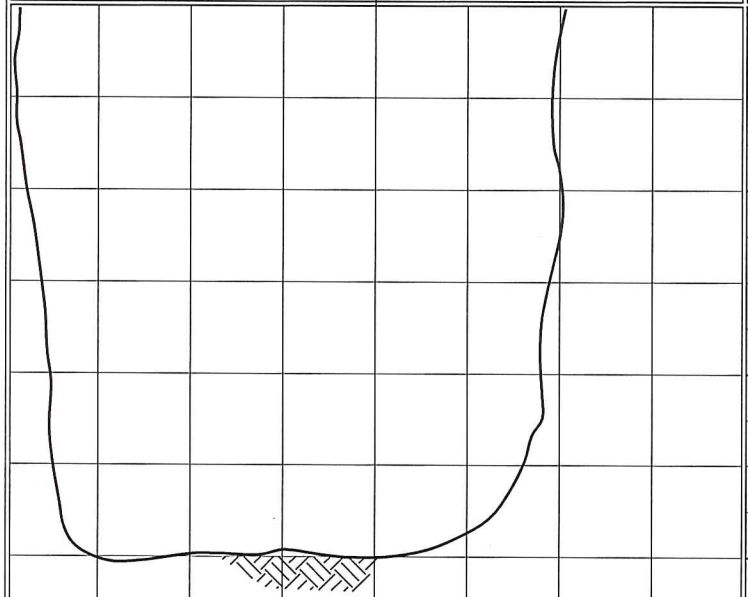
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-4C

GROUND ELEVATION 983' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 3 (SEE FIGURE 2)



| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | | | SC | SEDIMENT: Brown, dry, medium dense, clayey SAND. |
| | | | | | | SM | ALLUVIUM: Brown, moist, medium dense, silty SAND; few gravel; cobbles and possible boulders. |
| 2 | | | | | | | |
| 4 | | | | | | | |
| 6 | | | | | | | Total Depth = 6 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating. |
| 8 | | | | | | | Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE = 1 in./2 ft.

FIGURE A-13

Ninyo & Moore

# TEST PIT LOG

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

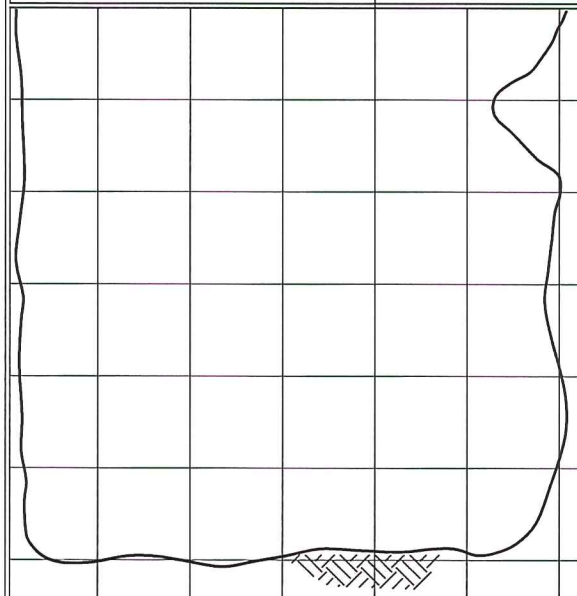
| PROJECT NO. | DATE |
|---|---|
| 606042002 | 8/19 |

DATE EXCAVATED 6/25/19 TEST PIT NO. TP-4D

GROUND ELEVATION 980' ± (MSL) LOGGED BY DM

METHOD OF EXCAVATION CASE 560 SUPER N BACKHOE

LOCATION BASIN 3 (SEE FIGURE 2)



| DEPTH (FEET) | SAMPLES: Bulk | SAMPLES: Driven | SAMPLES: Sand Cone | MOISTURE (%) | DRY DENSITY (PCF) | CLASSIFICATION U.S.C.S. | DESCRIPTION |
|---|---|---|---|---|---|---|---|
| 0 | | | | | | SC | SEDIMENT:<br>Brown, dry, medium dense, clayey SAND. |
| 2 | | | | | | SM | ALLUVIUM:<br>Brown, moist, medium dense, silty SAND; trace gravel; cobbles and possible boulders. |
| 4 | | | | | | | |
| 6 | | | | | | | Total Depth = 6 feet.<br>Groundwater not encountered during excavation.<br>Backfilled on 6/25/19 shortly after completion of excavating.<br><br>Notes:<br>Groundwater, though not encountered at the time of excavating, may rise to a higher level due to seasonal variations in precipitation and several other factors as discussed in the report.<br><br>The ground elevation shown above is an estimation only. It is based on our interpretations of published maps and other documents reviewed for the purposes of this evaluation. It is not sufficiently accurate for preparing construction bids and design documents. |
| 8 | | | | | | | |
| 10 | | | | | | | |
| 12 | | | | | | | |

SCALE 1 in./2 ft.

FIGURE A-14

# APPENDIX B

## Laboratory Testing

# APPENDIX B

## LABORATORY TESTING

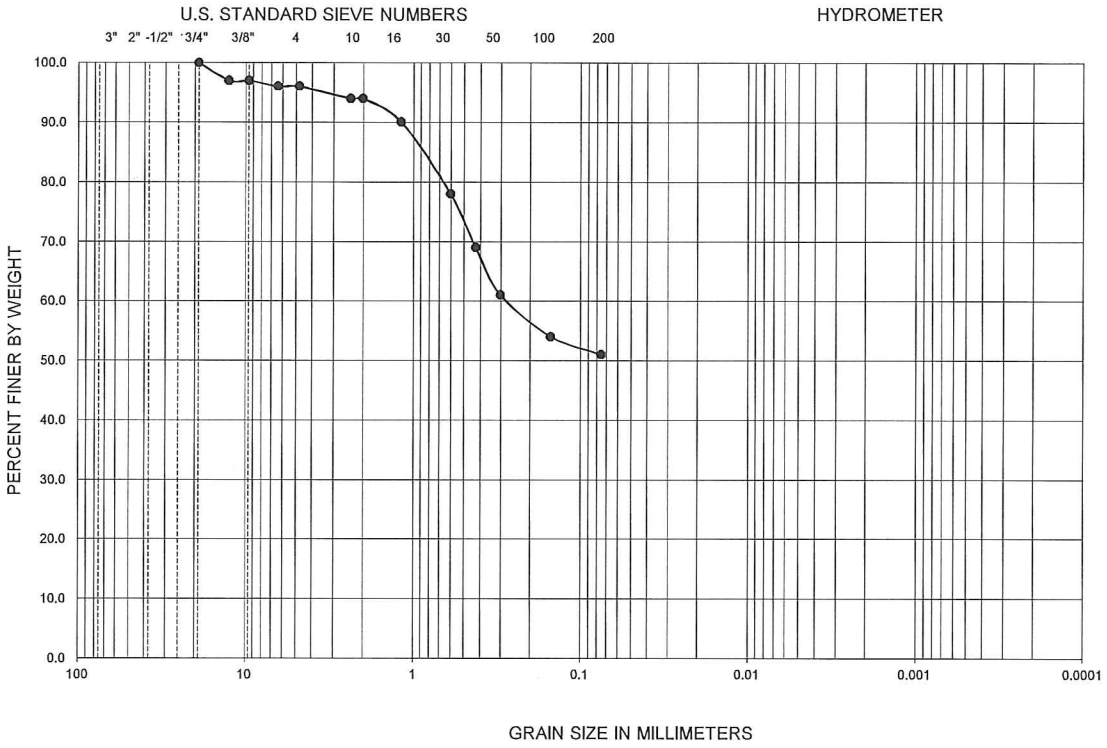
**Classification**
Soils were visually and texturally classified in accordance with the Unified Soil Classification System (USCS) in general accordance with ASTM D2488. Soil classifications are indicated on the logs of the exploratory test pits in Appendix A.

**In-Place Moisture**
The moisture content of disturbed samples obtained from the exploratory test pits were evaluated in general accordance with ASTM D2216. The test results are presented on the logs of the exploratory test pits in Appendix A.

**Gradation Analysis**
Gradation analysis tests were performed on selected representative soil samples in general accordance with ASTM D422. The grain-size distribution curves are shown on Figures B-1 through B-8. These test results were utilized in evaluating the soil classifications in accordance with the USCS.

**Atterberg Limits**
Atterberg limits Tests were performed on selected representative fine-grained soil samples to evaluate the liquid limit, plastic limit, and plasticity index in general accordance with ASTM D4318. These test results were utilized to evaluate the soil classification in accordance with the USCS. The test results and classifications are shown on Figure B-9.

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-1B | 0.0-1.4 | 32 | 16 | 16 | -- | -- | 0.28 | -- | -- | 51.0 | CL |

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

**FIGURE B-1**

**GRADATION TEST RESULTS**

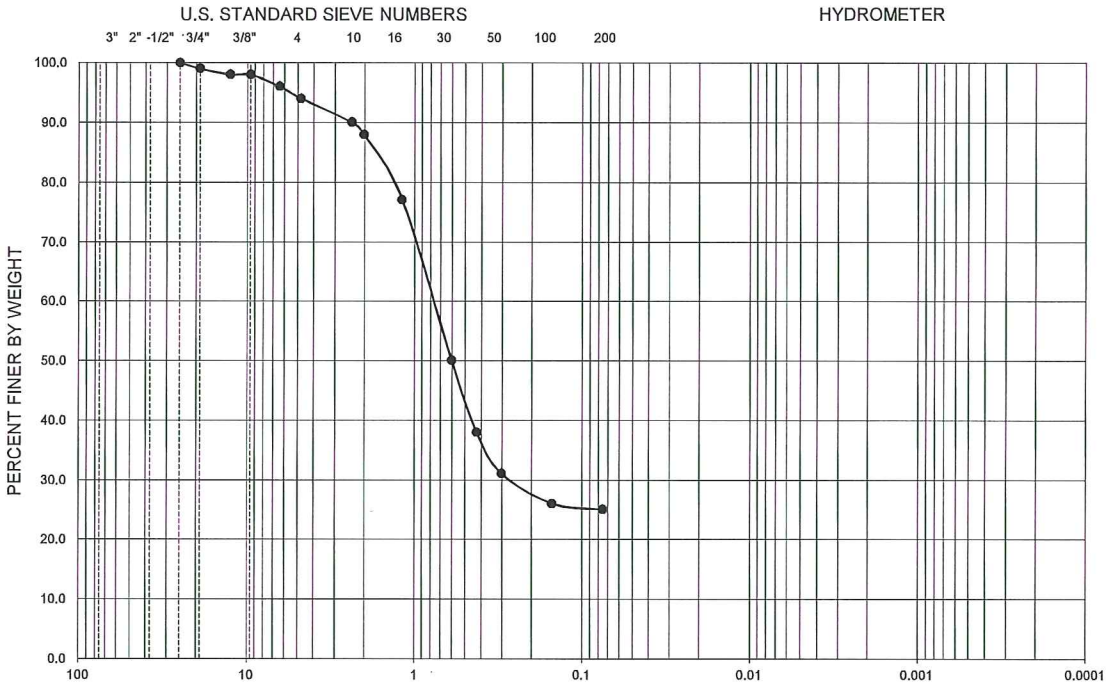
MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

AVONDALE, ARIZONA

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-1C | 2.0-3.0 | -- | -- | NP | -- | 0.264 | 0.76 | -- | -- | 25.0 | SM |

NP - INDICATES NON-PLASTIC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-2

**GRADATION TEST RESULTS**

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

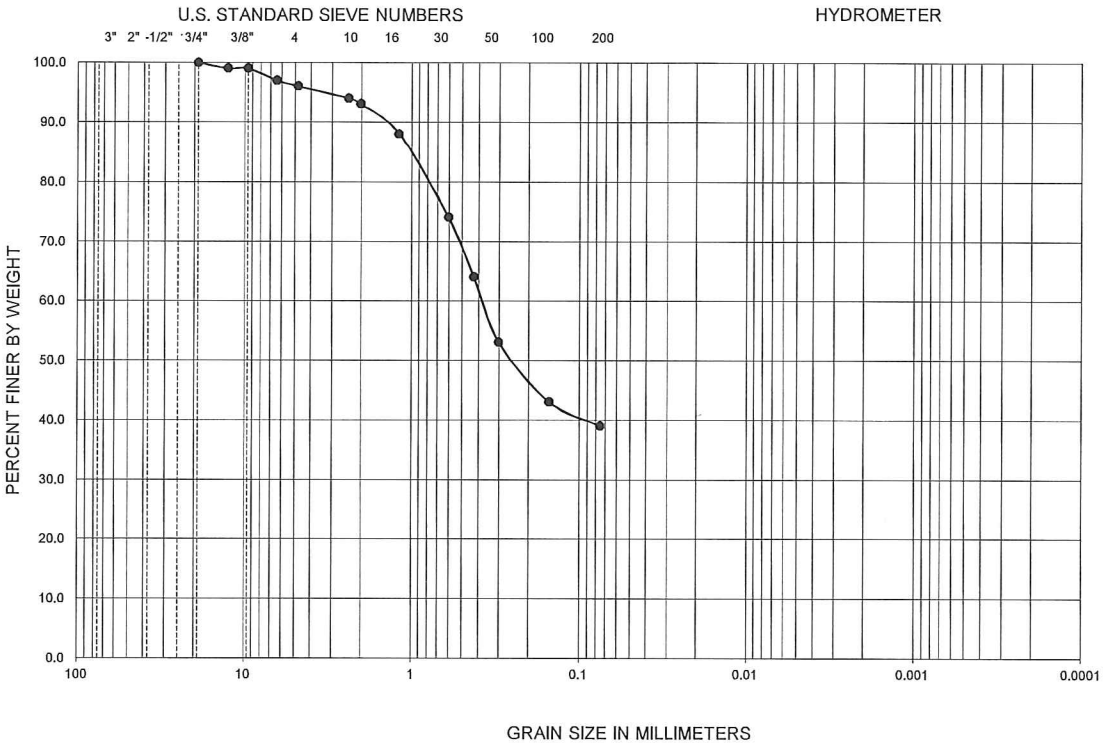
AVONDALE, ARIZONA

606042002 | 8/19

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-2A | 0.0-0.5 | 33 | 17 | 16 | -- | -- | 0.38 | -- | -- | 39.0 | SC |

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-3

**GRADATION TEST RESULTS**

MCDOWELL RECHARGE BASINS SEDIMENT EVLAUTION

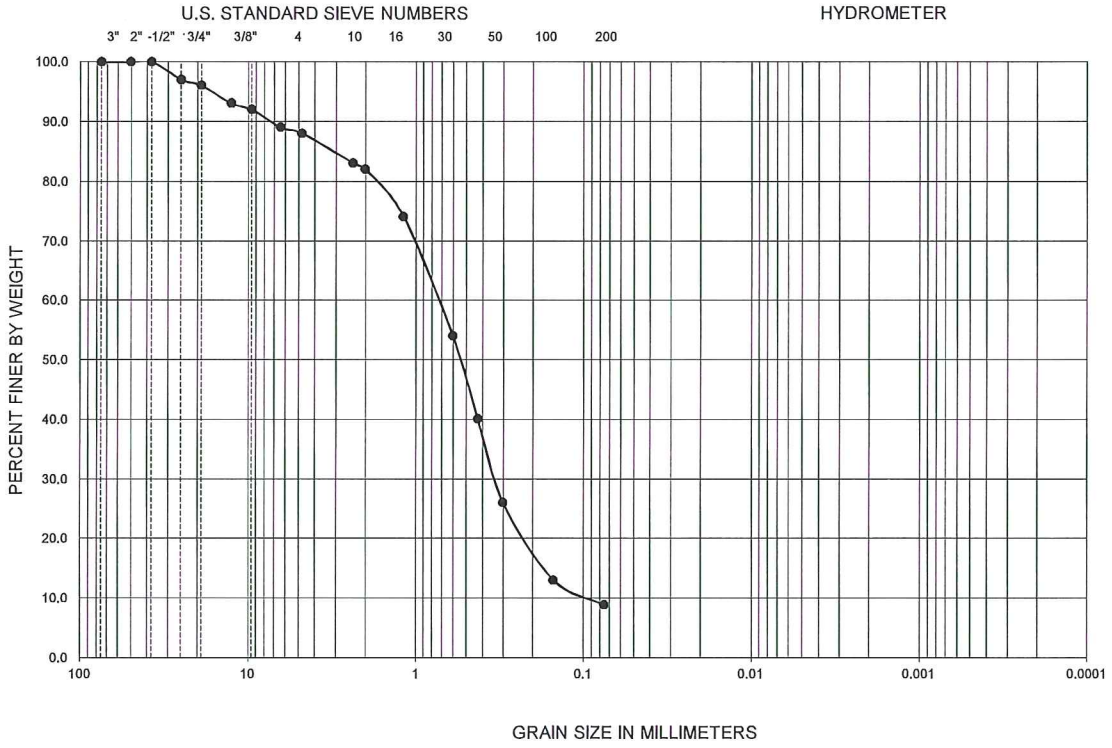
AVONDALE, ARIZONA

606042002 | 8/19

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-2B | 0.1-3.0 | -- | -- | NP | 0.090 | 0.337 | 0.72 | 8.0 | 1.7 | 8.8 | SW-SM |

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-4

**GRADATION TEST RESULTS**

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

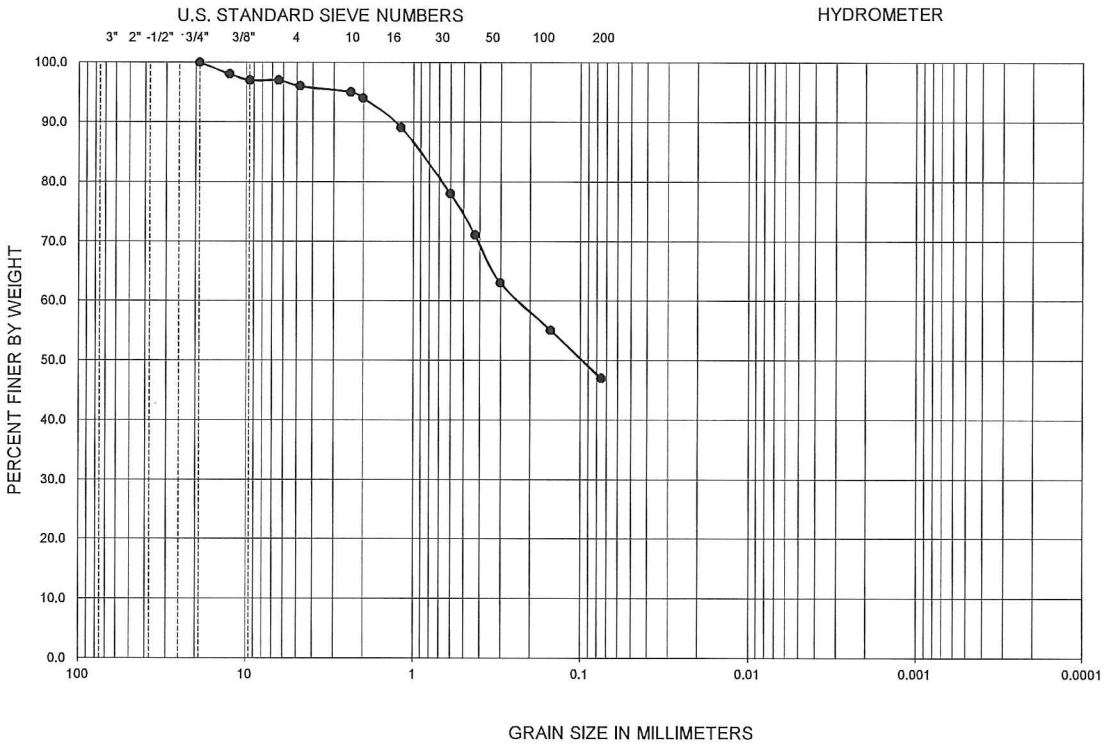
AVONDALE, ARIZONA

606042002 | 8/19

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-3A | 0.0-0.5 | 42 | 19 | 23 | -- | -- | 0.23 | -- | -- | 47.0 | SC |

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-5

**GRADATION TEST RESULTS**

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

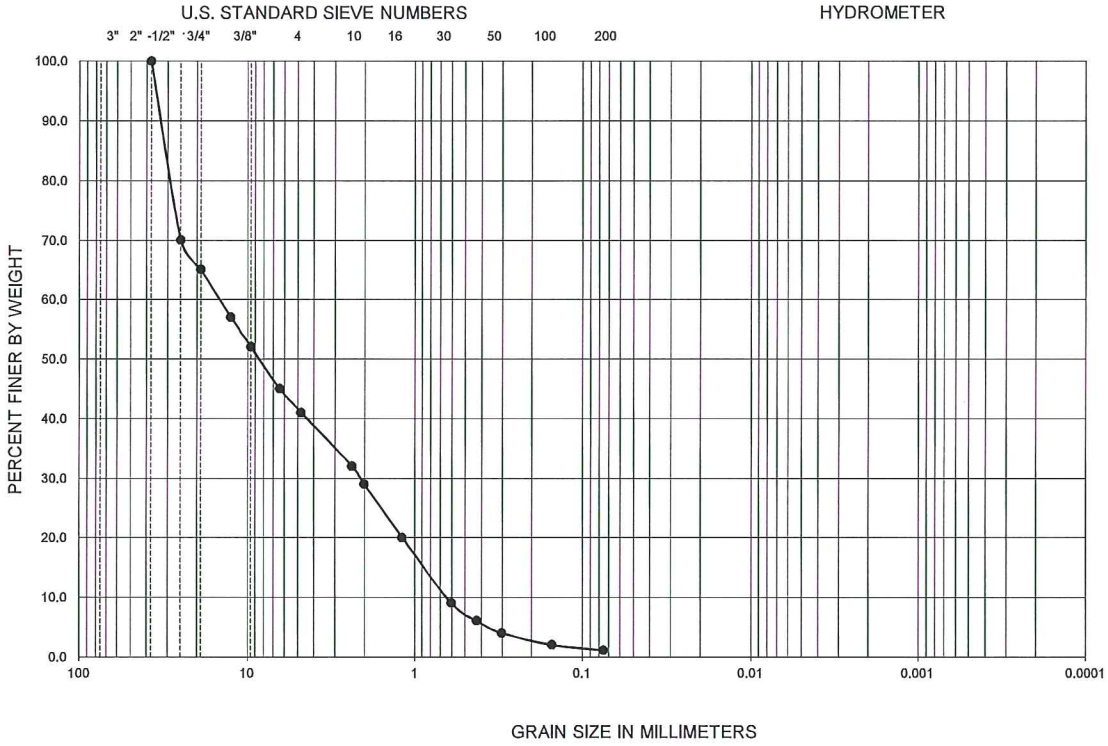
AVONDALE, ARIZONA

606042002 | 8/19

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-3B | 0.2-3.0 | -- | -- | NP | 0.623 | 2.126 | 14.79 | 23.7 | 0.5 | 1.1 | GP |

NP - INDICATES NON-PLASTIC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

**FIGURE B-6**

**GRADATION TEST RESULTS**

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

AVONDALE, ARIZONA

606042002 | 8/19

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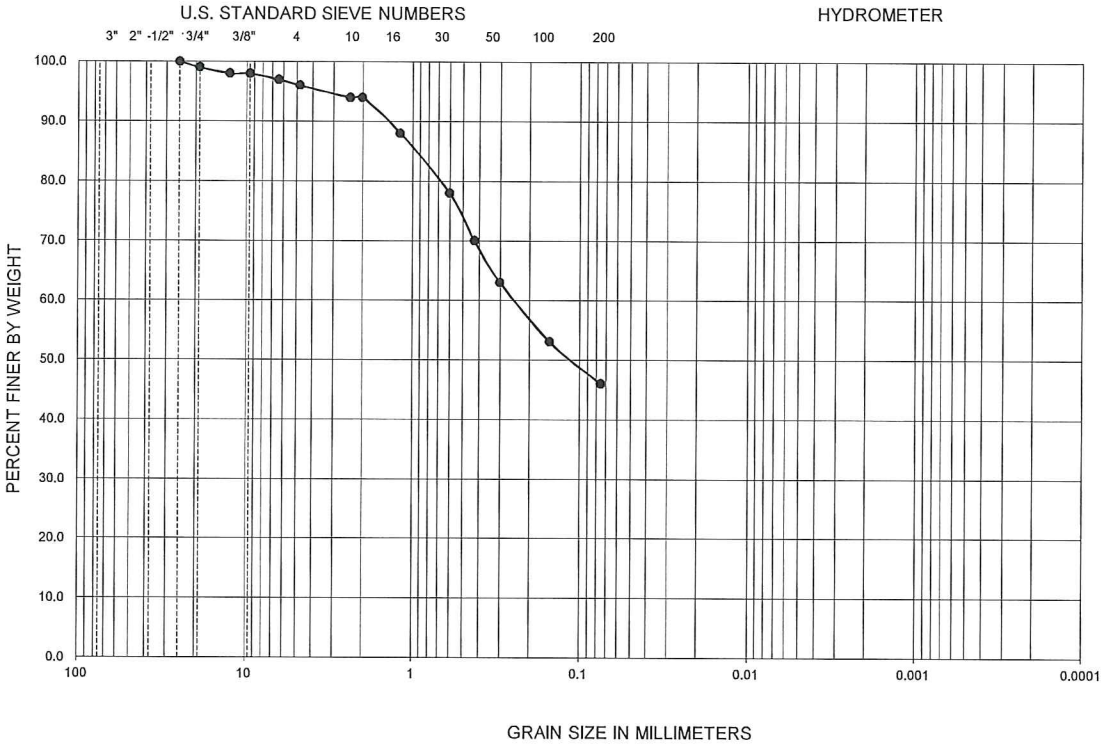
Geotechnical & Environmental Sciences Consultants

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-4A | 0.0-0.5 | 38 | 17 | 21 | -- | -- | 0.25 | -- | -- | 46.0 | SC |

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

**FIGURE B-7**

**GRADATION TEST RESULTS**

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

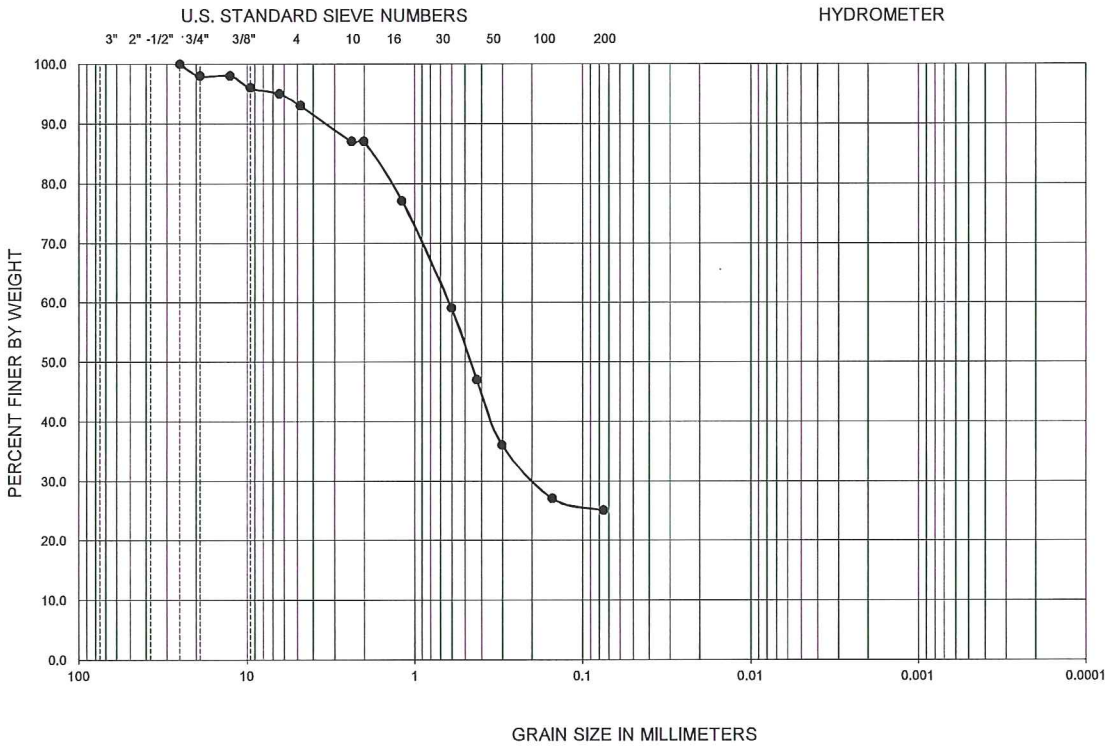
AVONDALE, ARIZONA

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

606042002 | 8/19

| GRAVEL | | SAND | | | FINES | |
|---|---|---|---|---|---|---|
| Coarse | Fine | Coarse | Medium | Fine | SILT | CLAY |




| Symbol | Sample Location | Depth (ft) | Liquid Limit | Plastic Limit | Plasticity Index | $D_{10}$ | $D_{30}$ | $D_{60}$ | $C_u$ | $C_c$ | Passing No. 200 (percent) | USCS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ● | TP-4C | 0.4-3.0 | -- | -- | NP | -- | 0.190 | 0.61 | -- | -- | 25.0 | SM |

NP - INDICATES NON-PLASTIC

PERFORMED IN GENERAL ACCORDANCE WITH ASTM C136 / D422

FIGURE B-8

**GRADATION TEST RESULTS**

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

AVONDALE, ARIZONA

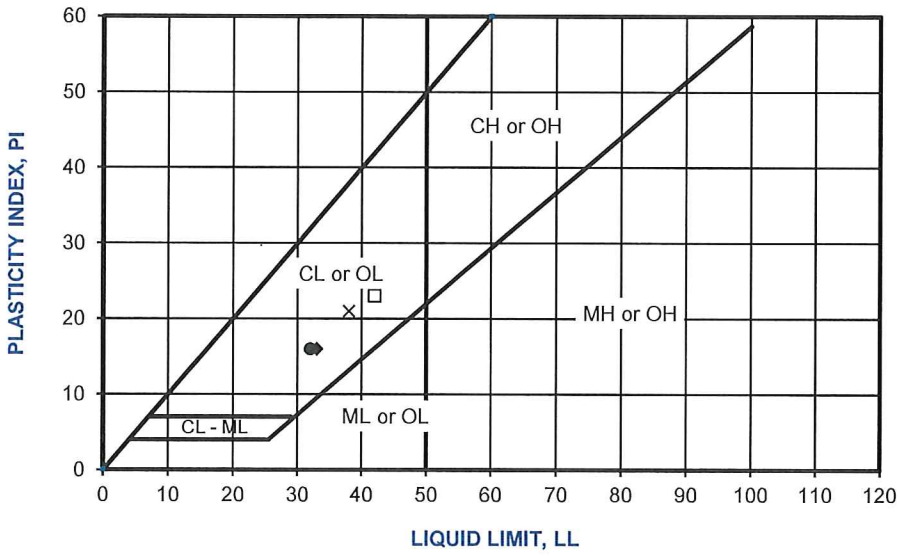
606042002 | 8/19

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

| SYMBOL | LOCATION | DEPTH (ft) | LIQUID LIMIT | PLASTIC LIMIT | PLASTICITY INDEX | USCS CLASSIFICATION (Fraction Finer Than No. 40 Sieve) | USCS |
|---|---|---|---|---|---|---|---|
| ● | TP-1B | 0.0-1.4 | 32 | 16 | 16 | CL | CL |
| ■ | TP-1C | 2.0-3.0 | - | - | NP | ML | SM |
| ◆ | TP-2A | 0.0-0.5 | 33 | 17 | 16 | CL | SC |
| ○ | TP-2B | 0.1-3.0 | - | - | NP | ML | SW-SM |
| □ | TP-3A | 0.0-0.5 | 42 | 19 | 23 | CL | SC |
| Δ | TB-3B | 0.2-3.0 | - | - | NP | ML | GP |
| X | TP-4A | 0.0-0.5 | 38 | 17 | 21 | CL | SC |
| + | TP-4C | 0.4-3.0 | - | - | NP | ML | SM |

NP - INDICATES NON-PLASTIC




PERFORMED IN GENERAL ACCORDANCE WITH ASTM D 4318

FIGURE B-9

ATTERBERG TEST RESULTS

MCDOWELL RECHARGE BASINS SEDIMENT EVALUATION

AVONDALE, ARIZONA

606042002 | 8/19

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

3202 East Harbour Drive | Phoenix, Arizona 85034 | p. 602.243.1600

ARIZONA | CALIFORNIA | COLORADO | NEVADA | TEXAS | UTAH

www.ninyoandmoore.com

# City of Avondale

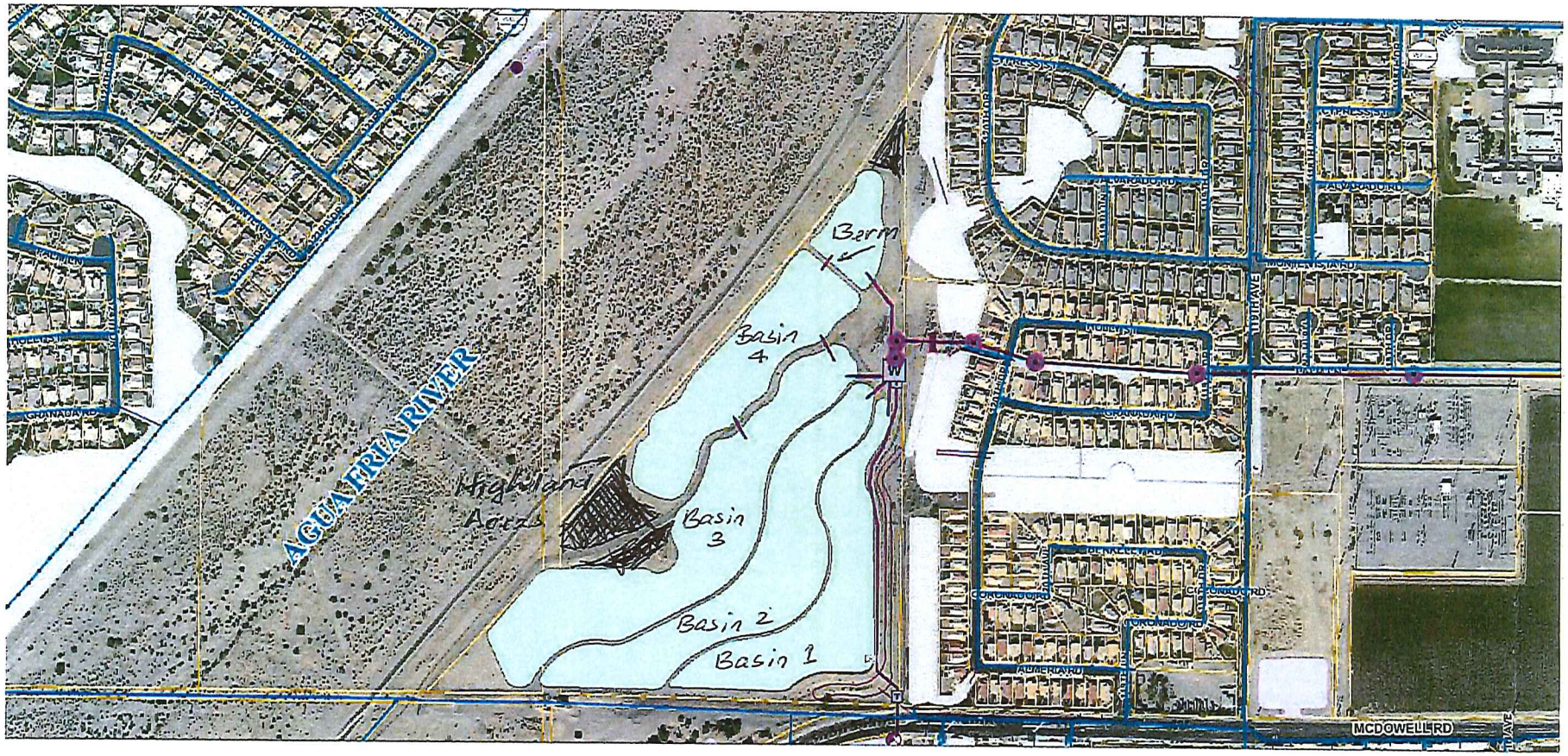



EXHIBIT 1: PROJECT SITE: 121100 McDowell Road, Avondale, AZ

Printed: 6/11/2019 10:11 AM

Map created by Avondale GIS webmap application

Source: NAVTEQ, 08/28/18.

N

FEET

0 350

NOTE: DIMENSIONS, DIRECTIONS AND LOCATIONS ARE APPROXIMATE.

EXHIBIT 2 – Basins Identification

bsm file no: 6042blm0719bx

Ninyo & Moore

Geotechnical & Environmental Sciences Consultants

## SEDIMENT REMOVAL BOUNDARIES

McDOWELL RECHARGE BASINS SEDIMENT EVALUATION
AVONDALE, ARIZONA

606042002 | 8/19

# Floodplain Viewer

6/12/2019 11:02:22 AM

EXHIBIT 3: FILL LOCATIONS

1:4,514

0 0.0375 0.075 0.15 mi

0 0.05 0.1 0.2 km

Elevation Certificate

Parcel

**Floodplain (Pending FEMA Approval)**

Floodway

100-Year Flood Zone

**Floodplain (FEMA Effective)**

Floodway

100-Year Flood Zone

**Highway**

Interstate Highway

State\US\Other Highway

Interchange\Ramp

Arterial

Local

Maricopa County

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Office of Enterprise Technology/GIS

© 2017 Maricopa County

EXHIBIT B
TO
INVITATION FOR BIDS NO. PW 20-020

[Substitution/Equal Request Form]

See following pages.

SUBSTITUTION/EQUAL REQUEST FORM

PW 20-020
McDowell Recharge Basin Sedimentation & Berm Removal

Bidder _____ hereby submits for City's consideration the following product, instead of the specified item, for the above Project.

1. Section Page Paragraph/Line Specified Item

_____ _____ _____ _____

Proposed Substitution: _____
_____

Statement indicating why specified product, fabrication or installation cannot be provided, if applicable:
_____
_____

(NOTE: See Article II – Bid Process; Bid Award, Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, for additional criteria concerning prior approval for substitutions or use equals of material and equipment.)

2. Attach complete product description, drawings, photographs, performance and test data, and other information necessary for evaluation, indicating by highlighting all comparable data between specified item and proposed substitution or equal. Identify specific model numbers, finishes, options, etc.

A. Will changes be required to Project design (architecturally, structurally, mechanically or electrically) in order to properly install proposed substitution? Yes _____ No _____ If Yes, explain:
_____
_____

B. Will the undersigned pay for changes to the Project design, including engineering and drawing costs, caused by requested substitution? Yes _____ No _____

C. List differences between proposed substitution and specified item. Include annotated copy of applicable Specification Section.

Specified Item Proposed Substitution

_____ _____
_____ _____

D. Does substitution affect Drawing dimensions? Yes _____ No _____ If Yes, explain:
_____
_____

E. What effect does substitution have on other trades? _____
_____

F. Does manufacturer's warranty of proposed substitution differ from that specified?
Yes _____ No _____ If Yes, explain: _____

G. Will substitution affect progress schedule? Yes _____ No _____ If Yes, explain:

_____

_____

H. Will substitution require more license fees or royalties than specified product? Yes _____ No _____ If Yes, explain: _____

_____

I. Will maintenance and service parts be locally available for substitution? Yes _____ No _____ If Yes, explain: _____

_____

J. Will substitution be compatible with all adjacent material and/or applications to or on the proposed substitution? Yes _____ No _____ If no, explain what material substitutions will be required to make your proposed substitution compatible: _____

_____

List materials that will be required to provide compatibility: _____

_____

3. The undersigned hereby assumes all responsibility for all provisions indicated herein and agrees that, if adequate comparable information is not provided as required by Section 2.4(C), Approval of Substitutions, or Section 2.4(D), Use of Equals, as applicable, and this Form, the proposed substitution or equal shall be subject to rejection.

4. The undersigned understands and agrees that the substitution requested, including all supporting data, will only be considered if it is submitted to the City Representative 10 full Days prior to the Bid Deadline. Telegraphic (facsimile) or electronic (email) copies will **not** be considered.

Submitted by:

_____
Signature

_____
Print Name

_____
Title

_____
Company Name

_____
Address

_____
City, State, Zip Code

_____
Date Telephone No.

For City's Use Only:

☐ Accepted

☐ Rejected

Remarks: _____

_____

_____

_____

_____
Signature

_____
Print Name

_____
Date

EXHIBIT C
TO
INVITATION FOR BIDS NO. PW 20-020

[Price Sheet]

See following pages.

PRICE SHEET

McDowell Recharge Basins Sedimentation & Berm Removal
PW 20-020

**NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

**BASE BID ITEMS**

| Item | Description | Quantity | Price |
|---|---|---|---|
| 1. | Basin 1 (North Half) | LS | $12,300.00 |
| 2. | Basin 1 (South Half) | LS | $12,300.00 |
| 3. | Basin 2 | LS | $18,400.00 |
| 4. | Basin 3 | LS | $18,400.00 |
| 5. | Basin 4 (North) | LS | $18,400.00 |
| 6. | Basin 4 (Middle) | LS | $18,400.00 |
| 7. | Basin 4 (South) | LS | $12,300.00 |
| 8. | Mobilization and demobilization | LS | $30,000.00 |
| 9. | Application and compaction of removed sediment in designated upland areas of the recharge site per City of Avondale site operator (Vicinity Map) | LS | $10,000.00 |
| 10. | Temporary stormwater pollution prevention measures per the requirements of the Arizona Department of Environmental Quality (ADEQ) | LS | $4,000.00 |
| 11. | Permanent riprap protective measures downslopes of the utilized upland area(s) to prevent washouts from the highlands back to the basins | LS | $3,200.00 |
| 12. | Site cleaning | LS | $5,000.00 |
| | *BASE BID TOTAL: | | $162,700.00 |

*All bids are presumed to include all applicable taxes.

**ADD ALTERNATE BID ITEMS**

| Item | Description | Quantity | Price |
|---|---|---|---|
| 13. | Mobilization and demobilization** | LS | $1.00 |
| 14. | Removal of existing berm that currently splits Basin 4 | LS | $9,500.00 |
| 15. | Application and compaction of removed soil from berm in designated upland areas of the recharge site per City of Avondale site operator | LS | $840.00 |
| 16. | Permanent riprap protective measures downslopes of the utilized upland area(s) to prevent washouts from the highlands back to the basins | LS | $1.00 |
| 17. | Site cleaning | LS | $2,400.00 |
| | *ADD ALTERNATE BID TOTAL: | | $12,742.00 |
| | *BASE BID TOTAL (from previous page): | | $162,700.00 |
| | *GRAND TOTAL: | | $175,442.00 |

*All bids are presumed to include all applicable taxes.
** Include Mobilization & Demobilization if additional efforts and equipment are required for Alternate Bid Items. Otherwise indicate $0.00.

EXHIBIT D
TO
INVITATION FOR BIDS NO. PW 20-020

[Federal Requirements]

Not applicable to this Project.

EXHIBIT E
TO
INVITATION FOR BIDS NO. PW 20-020

[Licenses; DBE/WBE Status]

See following page.

LICENSES; DBE/WBE STATUS

McDowell Recharge Basin Sedimentation & Berm Removal
PW 20-020

☒ **Attach a copy of your Contractor's License to your bid submittal.**

☒ **Attach a copy of your Business License to your bid submittal.**

* Business License must be a current Arizona Transaction Privilege (Sales) Tax License reflecting City as a reporting jurisdiction or current City Business License.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes_____, No X.

If yes, please provide details and documentation of the certification.

Avondale

11465 W. Civic Center Drive, #270
Avondale, AZ 85323-6808

LICENSE NO: 10763

THIS NONTRANSFERABLE BUSINESS LICENSE IS ISSUED IN ACCORDANCE WITH THE CITY OF AVONDALE TAX CODE AND IS VALID ONLY WHILE OPERATING UNDER THE HEREIN SPECIFIED NAME AND LOCATION UNTIL EXPIRATION DATE. BUSINESS ACTIVITY MUST BE CONDUCTED IN COMPLIANCE WITH ALL BUILDING, FIRE AND ZONING CODES.

BUSINESS NAME: RUMMEL CONSTRUCTION EXPIRES: 12/31/19

BUSINESS LOCATION: LOCATION OUTSIDE AVONDALE *

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

RUMMEL CONSTRUCTION
7520 E ADOBE DR
SCOTTSDALE AZ 85255-4804

ISSUED BY:
LINDSEY DUNCAN
City of Avondale
11465 W CIVIC CENTER DR
AVONDALE AZ 85323-6803

LICENSE EFFECTIVE THROUGH: 05/31/2020

STATE OF ARIZONA

**Registrar of Contractors** CERTIFIES THAT

# Rummel Construction Inc

CONTRACTORS LICENSE NO. 114845 CLASS A

## General Engineering

THIS CARD MUST BE
PRESENTED UPON DEMAND

[redacted]

JEFF FLEETHAM, DIRECTOR

ARIZONA DEPARTMENT OF REVENUE
ATTN: Customer Care and Outreach
PO BOX 29032
Phoenix, AZ 85038-9032

RECEIVED DEC 26 2018

# ARIZONA DEPARTMENT OF REVENUE
# TRANSACTION PRIVILEGE TAX LICENSE
## NOT TRANSFERABLE

The licensee listed below is licensed to conduct business upon the condition that taxes are paid to Arizona Department of Revenue as required under provisions of A.R.S. Title 42, Chapter 5, Article 1.

**2019**

**ISSUED TO:** RUMMEL CONSTRUCTION
INCORPORATED
7520 E ADOBE DR
SCOTTSDALE AZ 85255

ALL communications and reports MUST REFER to this LICENSE NO.

**LICENSE: 07524273**
**START DATE: 06/22/1996**
**ISSUED: 12/18/2018**
**EXPIRES: 12/31/2019**

**LOCATION:** CODE 001
RUMMEL CONST INCORPORATED
7520 E ADOBE DR
SCOTTSDALE, AZ 85255
1800054639789

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 015 - CONTRACTING - PRIME | APM - NAVAJO (APACHE) | RESERVATION |
| 015 - CONTRACTING - PRIME | COM - NAVAJO (COCONINO) | RESERVATION |
| 015 - CONTRACTING - PRIME | GLP - SAN CARLOS APACHE (GILA) | RESERVATION |
| 015 - CONTRACTING - PRIME | MAO - SALT RIVER PIMA-MARICOPA (MARICOPA) | RESERVATION |
| 015 - CONTRACTING - PRIME | PMN - PASCUA-YAQUI (PIMA) | RESERVATION |
| 015 - CONTRACTING - PRIME | PMT - TOHONO O'ODHAM (PIMA) | RESERVATION |
| 215 - PRE-6/2010 CONTRACTING | PMT - TOHONO O'ODHAM (PIMA) | RESERVATION |
| 015 - CONTRACTING - PRIME | PNA - AK-CHIN (PINAL) | RESERVATION |
| 015 - CONTRACTING - PRIME | PNT - TOHONO O'ODHAM (PINAL) | RESERVATION |
| 107 - PRE-11/07/2017 PRIME CONTRACTING | PNT - TOHONO O'ODHAM (PINAL) | RESERVATION |
| 015 - CONTRACTING - PRIME | APA - APACHE | COUNTY |
| 015 - CONTRACTING - PRIME | COC - COCONINO | COUNTY |
| 015 - CONTRACTING - PRIME | COH - COCHISE | COUNTY |
| 015 - CONTRACTING - PRIME | GLA - GILA | COUNTY |
| 015 - CONTRACTING - PRIME | GRA - GRAHAM | COUNTY |
| 315 - MRRA AMOUNT | GRA - GRAHAM | COUNTY |
| 015 - CONTRACTING - PRIME | GRN - GREENLEE | |

This License is issued to the business named above for the address shown. Licenses, by law, cannot be transferred from one person to another, nor can they be transferred from one location to another. Arizona law requires licensees to notify the Department of Revenue if there is a change in business name, trade name, location, mailing address, or ownership. In addition, when the business ceases to operate or the business location changes and a new license is issued, this license must be returned to the Arizona Department of Revenue. According to R15-5-2201, license must be displayed in a conspicuous place.

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| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 015 - CONTRACTING - PRIME | LAP - LA PAZ | COUNTY |
| 006 - TRANSPORTING | MAR - MARICOPA | COUNTY |
| 014 - PERSONAL PROPERTY RENTAL | MAR - MARICOPA | COUNTY |
| 015 - CONTRACTING - PRIME | MAR - MARICOPA | COUNTY |
| 029 - USE TAX | MAR - MARICOPA | COUNTY |
| 215 - PRE-6/2010 CONTRACTING | MAR - MARICOPA | COUNTY |
| 315 - MRRA AMOUNT | MAR - MARICOPA | COUNTY |
| 015 - CONTRACTING - PRIME | MOH - MOHAVE | COUNTY |
| 015 - CONTRACTING - PRIME | NAV - NAVAJO | COUNTY |
| 015 - CONTRACTING - PRIME | PMA - PIMA | COUNTY |
| 215 - PRE-6/2010 CONTRACTING | PMA - PIMA | COUNTY |
| 015 - CONTRACTING - PRIME | PNL - PINAL | COUNTY |
| 107 - PRE-11/07/2017 PRIME CONTRACTING | PNL - PINAL | COUNTY |
| 315 - MRRA AMOUNT | PNL - PINAL | COUNTY |
| 015 - CONTRACTING - PRIME | STC - SANTA CRUZ | COUNTY |
| 015 - CONTRACTING - PRIME | YAV - YAVAPAI | COUNTY |
| 015 - CONTRACTING - PRIME | YMA - YUMA | COUNTY |
| 015 - CONTRACTING - PRIME | AV - AVONDALE | CITY |
| 015 - CONTRACTING - PRIME | BE - BUCKEYE | CITY |
| 015 - CONTRACTING - PRIME | BH - BULLHEAD CITY | CITY |
| 015 - CONTRACTING - PRIME | CF - CLIFTON | CITY |
| 015 - CONTRACTING - PRIME | CG - CASA GRANDE | CITY |
| 015 - CONTRACTING - PRIME | CH - CHANDLER | CITY |
| 015 - CONTRACTING - PRIME | CK - CAVE CREEK | CITY |
| 015 - CONTRACTING - PRIME | CL - COOLIDGE | CITY |
| 015 - CONTRACTING - PRIME | CW - COTTONWOOD | CITY |
| 015 - CONTRACTING - PRIME | EM - EL MIRAGE | CITY |
| 015 - CONTRACTING - PRIME | FL - FLORENCE | CITY |
| 015 - CONTRACTING - PRIME | FS - FLAGSTAFF | CITY |
| 015 - CONTRACTING - PRIME | GB - GILBERT | CITY |
| 015 - CONTRACTING - PRIME | GE - GLENDALE | CITY |
| 015 - CONTRACTING - PRIME | GI - GILA BEND | CITY |
| 015 - CONTRACTING - PRIME | GL - GLOBE | CITY |
| 015 - CONTRACTING - PRIME | GY - GOODYEAR | CITY |
| 015 - CONTRACTING - PRIME | KM - KINGMAN | CITY |
| 015 - CONTRACTING - PRIME | MA - MARANA | CITY |
| 015 - CONTRACTING - PRIME | ME - MESA | CITY |
| 015 - CONTRACTING - PRIME | MP - MARICOPA | CITY |
| 015 - CONTRACTING - PRIME | PA - PATAGONIA | CITY |
| 015 - CONTRACTING - PRIME | PE - PEORIA | CITY |
| 015 - CONTRACTING - PRIME | PL - PRESCOTT VALLEY | CITY |
| 015 - CONTRACTING - PRIME | PR - PRESCOTT | CITY |
| 015 - CONTRACTING - PRIME | PV - PARADISE VALLEY | CITY |
| 015 - CONTRACTING - PRIME | PX - PHOENIX | CITY |
| 015 - CONTRACTING - PRIME | QC - QUEEN CREEK | CITY |

0032303304E0000P627193030323

LICENSE: 07524273

| BUSINESS CODE | REGION | JURISDICTION |
|---|---|---|
| 006 - TRANSPORTING | SC - SCOTTSDALE | CITY |
| 015 - CONTRACTING - PRIME | SC - SCOTTSDALE | CITY |
| 029 - USE TAX | SC - SCOTTSDALE | CITY |
| 214 - RENTAL, LEASING AND LICENSING FOR USE OF TPP | SC - SCOTTSDALE | CITY |
| 015 - CONTRACTING - PRIME | SP - SURPRISE | CITY |
| 015 - CONTRACTING - PRIME | SR - SIERRA VISTA | CITY |
| 015 - CONTRACTING - PRIME | TE - TEMPE | CITY |
| 015 - CONTRACTING - PRIME | TU - TUCSON | CITY |
| 015 - CONTRACTING - PRIME | WB - WICKENBURG | CITY |

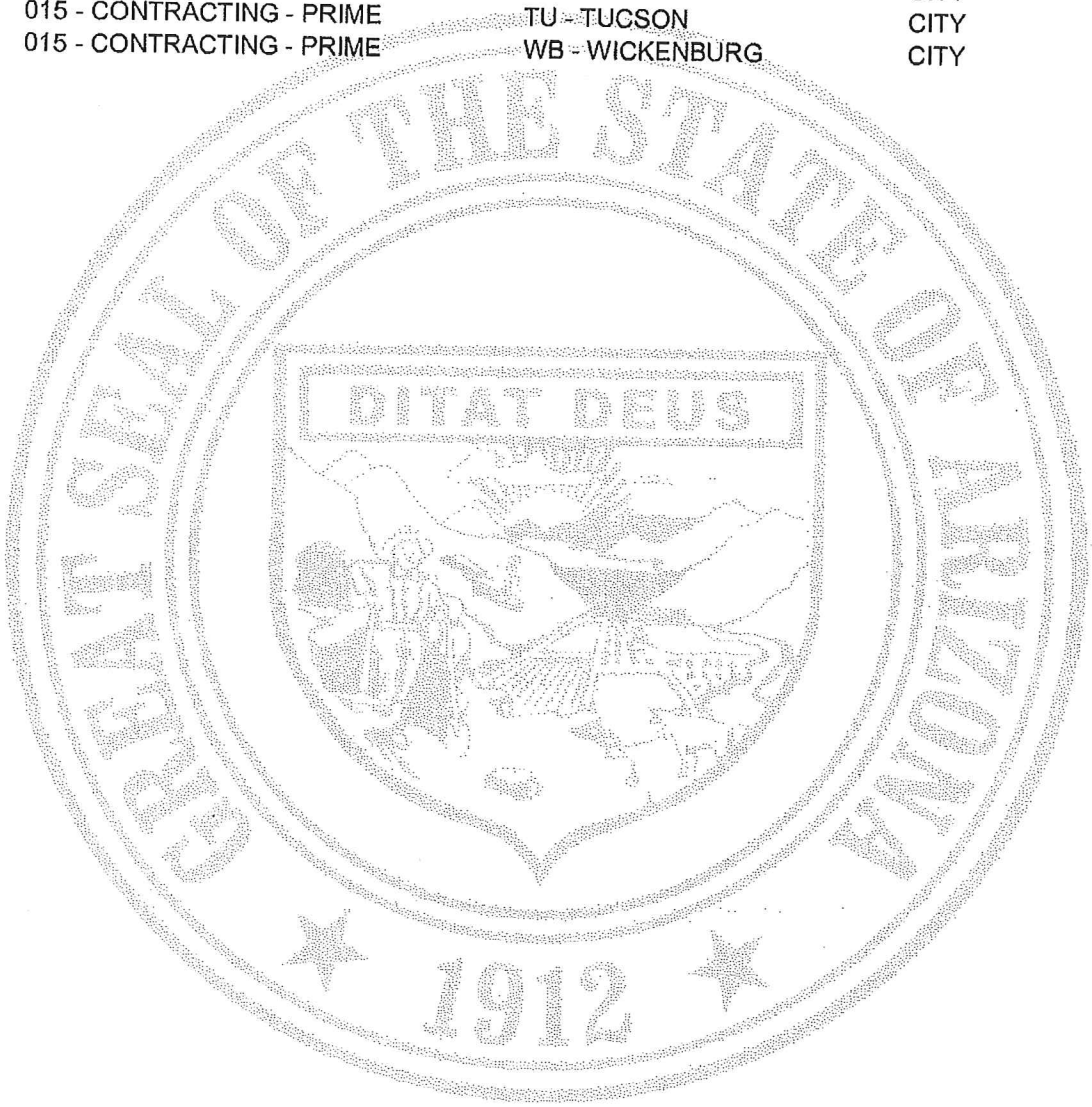


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EXHIBIT F
TO
INVITATION FOR BIDS NO. PW 20-020

[References]

See following page(s).

REFERENCES

McDowell Recharge Basin Sedimentation & Berm Removal
PW 20-020

Provide the following information for three clients for whom Bidder has successfully completed similar projects as set forth in Section 2.15 within the past 60 months. Failure to provide three accurate and suitable references will result in disqualification. Bidder may also attach another sheet with additional references.

1. Company: Central Arizona Project
   Address: 23636 North 7th Street
   City/State/Zip Code: Phoenix, AZ 85024
   Contact: John Harrison
   Telephone Number: 623-869-2491
   Date of Contract Initiation: 09/08/2016
   Date of Contract Expiration: 01/17/2017
   Final Project Cost: $1,483,671.00
   Project Description: Superstition Recharge Basins
   Removal of 6 in of silt- 90,000CY of excavation- 22,268CY of cement stabilized alluvium

2. Company: Pima County Flood Control
   Address: 201 N. Stone Ave 7th Floor
   City/State/Zip Code: Tucson, AZ 85701
   Contact: Russell Wise
   Telephone Number: 520-724-4600
   Date of Contract Initiation: 06/14/18
   Date of Contract Expiration: 11/29/18
   Final Project Cost: $100,000
   Project Description: Rillito Camino De LA Tierra-Removal of sediment and bush piles

3. Company: City of Surprise
   Address: 16000 North Civic Center Drive
   City/State/Zip Code: Surprise, AZ 85374
   Contact: Reynaldo Aldavara
   Telephone Number: 623-222-7174
   Date of Contract Initiation: 03/16/15
   Date of Contract Expiration: 09/30/18
   Final Project Cost: $220,000
   Project Description: Recharge Basin Maintenance- 27 Acre site , soil removal and re-compaction, ripping and disking, Berm repair

EXHIBIT G
TO
INVITATION FOR BIDS NO. PW 20-020

[Bid Bond]

See following page.

BID BOND

McDowell Recharge Basin Sedimentation & Berm Removal
PW 20-020

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, Rummel Construction, Inc. (hereinafter called Principal), as Principal, and Western Surety Company, a corporation organized and existing under the laws of the State of South Dakota with its principal office in the City of Sioux Falls, (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale, (hereinafter called the Obligee) in the penal sum of Ten Percent (10%) of Bid Amount, Ten Percent of Bid Amount (Dollars) ($ ---------10%--------- ) lawful money of the United States of America, to be paid to the order of the City of Avondale, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents and in conformance with A.R.S. Section 34-201.

WHEREAS, the Principal has submitted a bid/proposal for: McDowell Recharge Basin Sedimentation & Berm Removal Solicitation Number: PW 20-020 Project #WA 1474.

NOW, THEREFORE, if the Obligee accepts the proposal of the Principal and the Principal enters into a Contract with the Obligee in accordance with the terms of the proposal and gives the Bonds and Certificates of Insurance as specified in the Standard Specifications with good and sufficient surety for the faithful performance of the Contract and for the prompt payment of labor and materials furnished in the prosecution of the Contract, or in the event of the failure of the Principal to enter into the Contract and give the Bonds and Certificates of Insurance, if the Principal pays to the Obligee the difference not to exceed the penalty of the Bond between the amount specified in the proposal and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by the proposal then this obligation is void. Otherwise it remains in full force and effect provided, however, that this Bond is executed pursuant to the provisions of Section 34-201, Arizona Revised Statutes, and all liabilities on this Bond shall be determined in accordance with the provisions of the section to the extent as if it were copied at length herein.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this 21st day of October 2019.

Rummel Construction, Inc.
Principal [redacted] Seal

By: [redacted]

Western Surety Company
Surety [redacted] Seal

By: [redacted]
Lori Spelde, Attorney-In-Fact

Commercial West Insurance Agency
Agency of Record

1124843.8

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Jeffery L Steed, Lori Spelde, Megan L Bredeson, Ronda H Epperson, Jacob H Grover, Corinne B Hayhurst, Individually**

of Mesa, AZ, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of October, 2019.

WESTERN SURETY COMPANY

[redacted]

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 16th day of October, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

[redacted]

J. Mohr, Notary Public

**CERTIFICATE**

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 21st day of October, 2019.

WESTERN SURETY COMPANY

[redacted]

L. Nelson, Assistant Secretary

Form F4280-7-2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

**Authorizing By-Law**

# ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXHIBIT H
TO
INVITATION FOR BIDS NO. PW 20-020

[Key Personnel/Subcontractor Listing]

See following page.

KEY PERSONNEL/SUBCONTRACTOR LISTING

McDowell Recharge Basin Sedimentation & Berm Removal
PW 20-020

Key Personnel and Subcontractors listed herein shall be utilized on this Project.

| Category: | Personnel/ Subcontractor Name, Contact Information: |
|---|---|
| All scopes of work | Rummel Construction, Inc. |
| Project Personal | Project Sponsor |
| | Carlos Gonzalez (480) 222-9922 |
| | 7520 East Adobe Drive |
| | Scottsdale, Arizona 85255 |

EXHIBIT I
TO
INVITATION FOR BIDS NO. PW 20-020

[Performance Bond]

See following page.

PERFORMANCE BOND

McDowell Recharge Basin Sedimentation & Berm Removal
PW 20-020

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and_____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____(Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20___, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20___.

_____
Principal Seal

By: _____

_____
Surety Seal

By: _____

_____
Agency of Record

EXHIBIT J
TO
INVITATION FOR BIDS NO. PW 20-020

[Payment Bond]

See following page.

PAYMENT BOND

McDowell Recharge Basin Sedimentation & Berm Removal
PW 20-020

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office in the City of _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Avondale (hereinafter called the Obligee) in the amount of _____(Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20___, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20___.

_____
Principal Seal

By: _____

_____
Surety Seal

By:_____

_____
Agency of Record

EXHIBIT K
TO
INVITATION FOR BIDS NO. PW 20-020

[Acknowledgments of Addenda received]

See following page(s).

Avondale
Aspiring. Achieving. Accelerating.

# ADDENDUM NO. 1
# TO
# INVITATIONS FOR BIDS
# MCDOWELL RECHARGE BASINS SEDIMENTATION AND BERM REMOVAL
# PW 20-020

Date: October 24, 2019

From: Tiffany Copp, RFQ Administrator

Subject: Addendum No. 1 to Solicitation No. PW 20-020

IFB Deadline: October 30, 2019 at 5:00 p.m. (local time, Phoenix, Arizona)

This Addendum No. 1 consists of modifications to the project schedule as follows:

1. **Issuance of the Question and Answers document.**

2. **Exhibit A, Scope of Work, to the original solicitation is hereby deleted in its entirety and replaced with Exhibit A, Scope of Work, as attached to this Addendum.**

3. **Exhibit C, Price Sheet, to the original solicitation is hereby deleted in its entirety and replaced with Exhibit C, Price Sheet, as attached to this Addendum.**

4. **Article II, Part B, Section 3.21, Project Videotape (page 19), is hereby deleted in its entirety and does not apply to this solicitation.**

~~3.21 Project Videotape. The Contractor shall produce and provide a project videotape to the Engineer as required by MAG Supplement Section 105.5.3. All costs associated with the Project videotape produced in accordance with this Section shall be deemed incidental.~~

5. **Article II, Part B, Section 3.44, Construction Survey (page 25) is hereby deleted in its entirety and does not apply to this solicitation.**

~~3.45 Survey Control Points. Existing survey markers (either brass caps or iron pipes) shall be protected by the Contractor or removed and replaced under direct supervision of the Engineer. Survey monuments shall be constructed to the requirements of MAG Specifications, Section 405. Lot corners shall not be disturbed without knowledge and consent of the property owner. The Contractor shall replace benchmarks, monuments or lot corners moved or destroyed during construction at no expense to the City. Contractor and its sureties shall be liable for correct replacement of disturbed survey benchmarks except where the City elects to replace survey benchmarks using its own forces.~~

Rummel Construction, Inc., affirms that ADDENDUM No. 1 has been
(Name of Vendor/Designee)
received and that the information contained in ADDENDUM No. 1 has been incorporated in formulating the Vendor's Offer.

[redacted], October 30, 2019
Signed Date

Eric Decker, Vice President
Print Name/ Title

Rummel Construction, Inc.
Company Name

7520 East Adobe Drive
Address

Scottsdale, Arizona 85255
City, State, Zip Code

Avondale

**Development and Engineering Services Department**
11465 W. Civic Center Drive
Avondale, Arizona 85323-6804
Phone: (623) 333-4200 Fax: (623) 333-0420

**Questions & Answers**
**Invitations for Bid**
**PW 20-020 McDowell Recharge Basin Sedimentation & Berm Removal**

All inquiries were due in writing no later than October 21, 2019.

**Questions Received:**

1. Does the City have an engineer's estimate?

   A. The City does not have an engineer's estimate for this project.

2. It was stated at the pre-bid meeting that the bottom of a basin should be "generally flat" after silt removal. How is this to be measured or quantified? Are the basins to be fine-graded and, if so, to what tolerance and grade?

   A. The flat bottom of the basin will be determined visually by the City's Site Operator after sediment removal. Measurement can be achieved using a laser grade checker. There will not be a need for fine grading.

3. Is it required or desired to scarify or rip the basin bottoms after the sediment is removed?

   A. The bottom shall not be ripped or scarified after sediment removal.

4. It was stated at the pre-bid meeting that the desired fill location for the berm removal material may be a low area within basin 4. Please confirm the location the fill material should be taken to.

   A. The depression area southeast of the property, outside of the flood zone and inside of the fence, will have priority for the deposit of soil and sediments. If an additional site is required, the residuals sediment and soil will be applied in 3 designated upland areas indicated in Exhibit 3 in order to be determined by the City.

5. Will the City consider removing the following requirements from the contract document?

   a) Safety Plan Article III, Part A, Section 3.10 (page 11)
   b) Videotaping requirements, Article III, Part B, Section 3.21 (page 19)
   c) Surveying, Article III, Part B, Section 3.44 (page 25)
   d) Public Information, Project Signs and 24-Hour Project Hotline: Article III, Part B, Sections 3.54 A-C (pages 26-28)

   A. The Safety Plan Article III, Part A, Section 3.10 (page 11) is required. It is already indicated in Article III, Part B, Sections 3.54 A-C (pages 26-28) that no project signs are required.

   See Addendum No. 1 for answers to b and c.

6. In accordance with Part 5 of Exhibit A, Scope of Work, please clarify if Modified Proctor and subsequent compaction tests will be required to confirm 85% proctor density? If so, what is the required frequency of the testing and is there a MAG specification to follow?

    A. Grading on fill areas shall be by vehicle weight or a roller weight in thin loose lifts of 12".

7. Item 4 on the Bid Sheet is called out as an "Option Item". Please clarify what this is meant for.

    A. See Addendum No. 1.

8. If a portion of the sediment removed from Basins 1-4 requires disposal off-site, will the contractor be responsible for waste characterization sampling and analysis? In addition, does the City have preferred landfills or disposal vendors the contractor should use?

    A. Offsite disposal of berm or sediment is not expected.

9. Will the City periodically inspect the sediment removal process and determine when depth/volume of removal is met in each basin or will the contractor only be required to remove sediment to the depth noted on Table 1 in the Scope of Work? If an additional quantity of sediment needs to be removed below the depth indicated on Table 1, what will be the procedure for determining this? Since sediment removal is being bid lump sum, how should we account for the removal of sediment below the depths indicated on Table 1? Is there a certain percent contingency that should be assumed for removal at each basin?

    A. The City may periodically inspect to ensure the sediment or berm removal process and determine when depth / volume of removal is met in each basin as per Table 1. No additional quantity of sediment is expected to be removed. The quantity of removal shall be by using a laser grade checker and verified by the City Site Operator.

**END OF DOCUMENT**

EXHIBIT A
TO
INVITATION FOR BIDS NO. PW 20-020

[Scope of Work and Reference Documents]

See following pages.

# SCOPE OF WORK

McDowell Recharge Basins Sedimentation & Berm Removal
PW 20-020

**Introduction:**
The City of Avondale invites bids from interested qualified contractors (License Certifications A, A-5 or KA) to remove accumulated sediment ranging in depths from 0.5 to 1.5 feet from the bottom of an 18-acre site comprised of 4 recharge basins and apply them primarily in the low area along the southeast corner of the property and the additional residuals in other designated highland areas shown in Exhibit 3. The sediment removal will allow the recharge basins to more efficiently percolate water into the aquifer for storage. Project location is McDowell Recharge Facility, 12100 McDowell Road, Avondale, Arizona (Vicinity Map).

The basins were designed primarily to percolate incoming SRP and City of Avondale WRF effluent water to the aquifer below for later use. Currently, water infiltration does not occur efficiently from the existing basins to the aquifer due to build-up of sediments in the basins. The inefficiency is causing loss of precious water to evaporation.

Bid base shall, at minimum, include all requirements stated in this Scope of Work and the following:

a) Mobilization and demobilization.
b) Removal of sediments from the 4 basins (Vicinity Map).
c) Application and compaction of removed sediments in designated upland areas of the recharge site (Vicinity Map) per discretion of the City of Avondale site operator.
d) Temporary stormwater pollution prevention measures per the requirements of the Arizona Department of Environmental Quality.
e) Permanent silt fence protective measures downslopes of the utilized upland areas to prevent washouts from the highlands back to the basins.
f) Site cleaning to satisfaction of the City Site Operator.

Add Alternate bid item shall include:

g) Removal of the existing berm that currently splits Basin 4 (Vicinity Map).
h) Application and compaction of the removed berm in designated upland areas of the recharge site (Vicinity Map) per discretion of the City of Avondale site operator.
i) Procedures identified in d) though f) above.

**Work Details:**

1. **Sediment Removal:**
   City of Avondale studied the sediment accumulation patterns and the amount of sediments in the four basins. Table 1 provides characteristics of the basins, depth of sediment removal and estimated quantity of sediments.

   Remove sediments from the basin or the basin sector to the depth specified in Table 1. The maximum time difference between the removal of sediment from each basin shall be between 7 and 10 days.

**Table 1: Basins Characteristics and Sediment Removal Rates**

| Basin (Location) | Area (SF) | Required Removal Depth (ft) | Estimated Sediment Removal (CY) |
|---|---|---|---|
| 1 (North Half) | 55,400 | 1.5 | 3,100 |
| 1 (South Half) | 139,700 | 0.5 | 2,600 |
| 2 | 223,300 | 0.5 | 4,200 |
| 3 | 186,400 | 0.5 | 3,500 |
| 4 (North) | 41,000 | 2.0 | 3,100 |
| 4 (Middle) | 113,600 | 1.0 | 4,300 |
| 4 (South) | 39,800 | 1.5 | 2,300 |
| **Total** | **799,200** | | **23,100** |

2. **Sequence of basins operations:**
City of Avondale will authorize the order of basins' sediment removal activities to be performed by the Contractor. The City Site Operator's decision may depend on availability of a dry bottom basin. It will typically be expected that 2 dry bottom basins will be available upon Contractor's site mobilization and start of sediment removal. Once removal from the first 2 basins are completed, the City will reserve the right to halt sediment removal work for the next 2 basins for a period of one week until the next 2 basins become dry and available for sediment removal.

3. **Basin 4 berm removal (Add Alternate Bid):**
Remove the entire berm that currently splits Basin 4.

   Depth of berm removal shall be to the extent to result a new invert that will be flush and level with the north and middle sections of basin 4 invert after removal of the sediments.

   If any material other than typical soil is encountered during berm removal, notify the City of Avondale, and then dispose of the materials at environmentally accepted manner at your own expense.

   Match the width of the excavated area with the width of Basin 4 in the location. Shape the new side slopes of the removed berm area to create a consistent pattern with the current basin side slopes. Remove and dispose the existing pipe that connects the two basin sides and headwalls or pipe end-sections.

4. **Upland Application:**
The depression area southeast of the property, outside of the flood zone and inside of the fence, will have first priority for the deposit of soil and sediments. Apply the residuals sediment and soil in 3 designated upland areas indicated in Exhibit 3 in order to be determined by the City.

5. **Upland Compaction:**
Compact the upland areas after final delivery of all sediment and or berm soil material to 85% proctor density.

6. **Temporary Stormwater Pollution Prevention:**
   Obtain permits as required and follow requirements of the Arizona Department of Environmental Quality for SWPPP.

7. **Permanent riprap:**
   Install riprap in sizes ½ inch or above in downslope of the used upland area(s) in depth of 3 inches and width of 1 foot to protect sediment wash back to the basins. Sediment and soil applied in the depressed areas will not require permanent riprap.

8. **Air Quality:**
   Dust control measures are required. Contractor may use water from the wet basins for dust control but must submit an estimate of the quarter quantity needed to the City of Avondale Site Operator in advance of use.

EXHIBIT C
TO
INVITATION FOR BIDS NO. PW 20-020

[Price Sheet]

See following pages.

PRICE SHEET

McDowell Recharge Basins Sedimentation & Berm Removal
PW 20-020

**NOTE: All pricing blanks must be filled in. Incomplete or unfilled spaces in the Price Sheet shall be deemed as a NO BID entry for that item.**

**BASE BID ITEMS**

| Item | Description | Quantity | Price |
|---|---|---|---|
| 1. | Basin 1 (North Half) | LS | |
| 2. | Basin 1 (South Half) | LS | |
| 3. | Basin 2 | LS | |
| 4. | Basin 3 | LS | |
| 5. | Basin 4 (North) | LS | |
| 6. | Basin 4 (Middle) | LS | |
| 7. | Basin 4 (South) | LS | |
| 8. | Mobilization and demobilization | LS | |
| 9. | Application and compaction of removed sediment in designated upland areas of the recharge site per City of Avondale site operator (Vicinity Map) | LS | |
| 10. | Temporary stormwater pollution prevention measures per the requirements of the Arizona Department of Environmental Quality (ADEQ) | LS | |
| 11. | Permanent riprap protective measures downslopes of the utilized upland area(s) to prevent washouts from the highlands back to the basins | LS | |
| 12. | Site cleaning | LS | |
| | *BASE BID TOTAL: | | |

*All bids are presumed to include all applicable taxes.

**ADD ALTERNATE BID ITEMS**

| Item | Description | Quantity | Price |
|---|---|---|---|
| 13. | Mobilization and demobilization** | LS | |
| 14. | Removal of existing berm that currently splits Basin 4 | LS | |
| 15. | Application and compaction of removed soil from berm in designated upland areas of the recharge site per City of Avondale site operator | LS | |
| 16. | Permanent riprap protective measures downslopes of the utilized upland area(s) to prevent washouts from the highlands back to the basins | LS | |
| 17. | Site cleaning | LS | |
| | *ADD ALTERNATE BID TOTAL: | | |
| | *BASE BID TOTAL (from previous page): | | |
| | *GRAND TOTAL: | | |

*All bids are presumed to include all applicable taxes.
** Include Mobilization & Demobilization if additional efforts and equipment are required for Alternate Bid Items. Otherwise indicate $0.00.

Item Number: 3.h.

# CITY COUNCIL REPORT

**SUBJECT:** Ordinance 1711-1219 107th Avenue (Verde Trails) Deannexation

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a City initiated request to adopt Ordinance 1711-1219 deannexing 32 feet of City right-of-way previously dedicated to the City by the Master Plat for Verde Trails Unit I Phase I and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents. The approximately 1.84-acre property is a segment of right-of-way along 107th Avenue south of Broadway Road, about 150 feet north of Roeser Road. The Council will take appropriate action.

**BACKGROUND:**

Upon deannexation of the 32-foot right-of-way (Exhibit A), Maricopa County will require the developer of Verde Trails to construct 107th Avenue street improvements along the Verde Trails frontage. The County maintains the existing 107th Avenue right-of-way and street improvements along the Verde Trails frontage.

On July 19, 1976, through Ordinance 240, Council approved a 25-foot wide strip annexation adjacent to the Verde Trails development along 107th Avenue (Exhibit B). The 25-foot wide strip is contained within the 32 feet of right-of-way to be deannexed. The Verde Trails development consists of Units I and II. Both units are zoned Planned Area Development (PAD). In addition to the PAD zoning, a Pre-Annexation Development Agreement (PADA) with Evergreen-Hillcrest, LLC was approved in November 2007 for Unit I and has subsequently been amended five times. The PADA delineates responsibilities for the construction of off-site public infrastructure adjacent to the Verde Trails development.

Verde Trails is comprised of approximately 352 gross acres generally located at the southwest corner of 107th Avenue and Broadway Road. The site was annexed in sections starting in 1984, then annexed in 2007 and 2019. The Master Plat for Verde Trails Unit I Phase I was approved by Council on February 19, 2019 and dedicated 32 feet of right-of-way along Verde Trails Unit I Parcels 5, 6, and 7 (Exhibit C). This request would deannex this dedicated right-of-way from the City of Avondale to Maricopa County for the 107th Avenue improvements.

**DISCUSSION:**

Maricopa County currently maintains the existing 107th Avenue right-of-way and street improvements along the Verde Trails frontage. For the County to maintain the new 107th Avenue street improvements that will be constructed by the developer for Verde Trails, an additional 32 feet of right-of-way for a total half-street right-of-way width of 65 feet must be accepted by Maricopa County Board of Supervisors (BOS). The BOS cannot accept right-of-way if any portion of the proposed right-of-way is within a City's jurisdiction. Therefore, the City

must deannex the 32 feet of right-of-way dedicated to the City for the County BOS to accept it as right-of-way.

**STRATEGIC PLAN:**

INITIATIVE: Foster sustainable community development

STRATEGIC GOAL: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

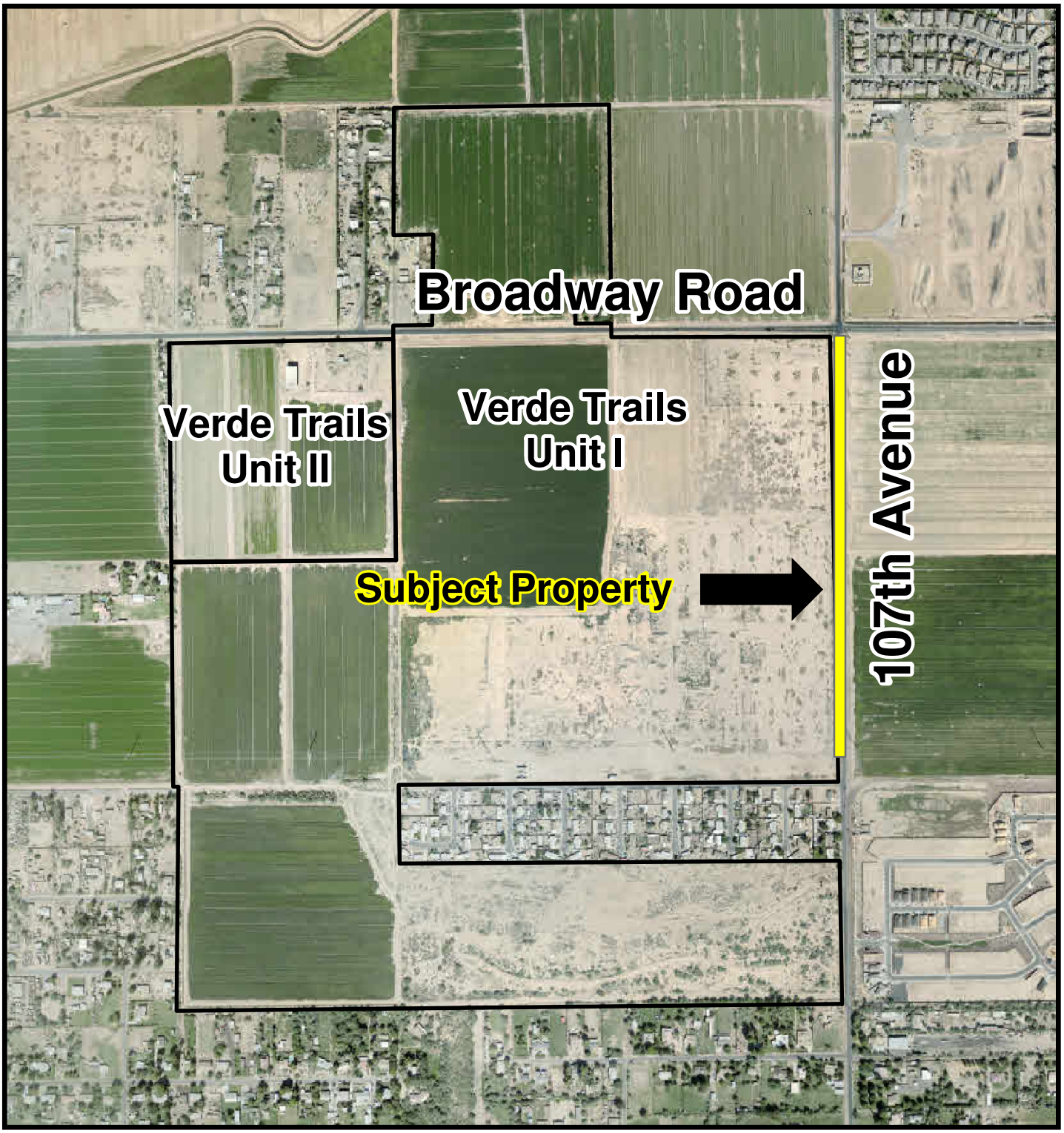
**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
Staff recommends Council **ADOPT** Ordinance 1711-1219 deannexing 32 feet of right-of-way along 107th Avenue that was previously dedicated to the City.

**PROPOSED MOTION:**

I move that City Council **APPROVE** the 107th Avenue (Verde Trails) Deannexation of a segment of right-of-way along 107th Avenue, south of Broadway Road, about 150 feet north of Roeser Road.

Exhibit A




# Vicinity Map

Avondale

**107th Avenue (Verde Trails)**
**Deannexation**

Effective August 18, 1976

Unofficial Document

Exhibit B

ORDINANCE NO. 340

AN ORDINANCE EXTENDING AND INCREAS
PORATE LIMITS OF THE CITY OF AVONI
COUNTY, STATE OF ARIZONA, PURSUAN
VISIONS OF TITLE 9, CHAPTER 4, ARTICLE 7,
ARIZONA REVISED STATUTES AND AMENDMENTS THERETO,
BY ANNEXING THERETO CERTAIN TERRITORY CONTIGUOUS
TO THE EXISTING CITY LIMITS OF THE CITY OF
AVONDALE.

WHEREAS, a petition has been presented in writing to the Mayor and Council of the City of Avondale, Arizona, signed by the owners of more than one-half in value of the real and personal property as would be subject to taxation by the City of Avondale in the event of annexation within the territory and land hereinafter described as shown by the last assessment of said property, which said territory is contiguous to the City of Avondale, and not now embraced within its limits, asking that the property more particularly hereinafter described be annexed to the City of Avondale, and to extend and increase the corporate limits of the City of Avondale so as to embrace the same; and

WHEREAS, the Mayor and Council of the City of Avondale, Arizona, are desirous of complying with said petition and extending and increasing the corporate limits of the City of Avondale to include said territory; and

WHEREAS, the said petition sets forth a true and correct description of all the exterior boundaries of the entire area proposed to be annexed to the City of Avondale, and had attached thereto at all times an accurate map of the territory desired to be annexed; and

WHEREAS, no additions or alterations increasing the territory sought to be annexed have been made after the said petition

WHEREAS, certain portions of the territory sought to be annexed have been deleted by the said Mayor and Council, and, therefore, the territory sought to be annexed has been reduced in area to the territory hereinafter described; and

WHEREAS, proper and sufficient certification and proof of the foregoing facts are now on file in the office of the City Clerk of the City of Avondale, Arizona, together with the original petition referred to herein,

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

Section 1. That the following described territory be, and the same hereby is, annexed to the City of Avondale, and that the present corporate limits be, and the same hereby are, extended and increased to include the following described territory contiguous to the present City limits, to-wit:

Unofficial Document

SEE ATTACHED: EXHIBIT "A", LEGAL DESCRIPTION

Section 2. That a copy of this Ordinance, together with an accurate map of the territory hereby annexed to the City of Avondale, certified by the Mayor of said City, be forthwith filed and recorded in the office of the County Recorder of Maricopa County, Arizona.

FIRST READING HELD by the Mayor and Council of the City of Avondale, Arizona, this 19th day of July, 1976.

Dessie M. Lorey
MAYOR

ATTEST:

EXHIBIT "A"

ORDINANCE NO. _____

CITY OF AVONDALE

DESCRIPTION FOR ANNEXATION

Those portions of Sections 13, 14, 15, 22, 24, 25, 27, 34, 35 and 36, T.1 N., R.1 W.; Sections 19 and 30, T.1 N., R.1 E.; and Section 1, T.1 S., R.1 W.; G&SRB&M, Maricopa County, Arizona; being more particularly described as follows, to include:

The West 25 feet of the East 65 feet of Section 13; Except the North 33 feet thereof. That part of the NE 1/4 NE 1/4 of Section 13 described as follows: Beginning 16 feet North of the SE Corner of Lot 18, Block 12, Littleton Tract (Abandoned); thence North 184 feet; thence East to a point on a line 40 feet West of the East line of Section 13; thence North to a point 60 feet North and 7 feet West of the SE Corner of Lot 1, Block 1; thence Northwesterly to the NW Corner of Lot 1, Block 1; thence West to a point 82.5 feet East of the NW Corner of Block 2; thence South to a point 16 feet North and 82.5 feet East of the SW Corner of Block 11; thence East to the Point of Beginning. The South 25 feet of the North 58 feet of Section 13; Except the West 2637.5 feet thereof; and Except the East 40 feet thereof. That part of Section 13 (Littleton Tract Abandoned) described as follows: Commencing at the NW Corner of said Section; thence Easterly along the North Section line 2637.5 feet; thence Southerly along the center line of an abandoned road 33 feet to the True Point of Beginning; thence Southerly along said center line 2709.7 feet; thence Westerly along the South right-of-way line of a 60 foot road 2645.5 feet M/L to the West line of Section 13; thence Southerly along said West line 25 feet; thence Easterly, 25 feet South of and parallel to the South right-of-way line of said 60 foot road, 2670.5 feet; thence Northerly, 25 feet East of and parallel to the center line of said abandoned road, 2734.7 feet; thence Westerly 25 feet to the True Point of Beginning.

The South 25 feet of the East 33 feet of the North 2819.4 feet of Section 14. The West 25 feet of the East 58 feet of the North 2819.4 feet of Section 14; Except the North 344.87 feet thereof. That part of the NE 1/4 of Section 14 described as follows: Commencing at the NE Corner of said Section; thence S. 0° 02' W. along the East line of said Section, 64.90 feet; thence S.89° 41' W., 33 feet; thence S. 0° 02' W., 279.97 feet to the True Point of Beginning; thence N. 87° 36' W., 472.89 feet; thence S. 7° 49' W., 84 feet; thence N. 87° 36' W., 22.50 feet; thence N. 7° 49' E., 275.88 feet; thence S. 85° 41' W., 190.50 feet; thence S. 4° 19' E., 269.72 feet; thence S. 85° 41' W., 491.58 feet; thence S. 2° 26' 30" E., 300.16 feet; thence N. 85° 41' E., 633.91 feet; thence N. 4° 19' W., 275.46 feet; thence S. 87° 36' E., 42.30 feet; thence N. 7° 49' E., 84 feet; thence S. 87° 36' E., 448 feet M/L to a point which lies 33 feet West of the East Section line; thence N. 0° 02' E., 25 feet to the True Point of Beginning; Except that portion as described in Docket 9457/427.

Unofficial Document

The SE 1/4 SE 1/4 of Section 15; Except the SW 1/4 SE 1/4 SE 1/4 thereof; Except the West 12.5 feet thereof; Except the East 40 feet thereof; and Except the East 635 feet of the South 33 feet of the East 660 feet of the S 1/2 SE 1/4 SE 1/4 thereof. The S 1/2 S 1/2 NE 1/4 SE 1/4 of Section 15; Except the West 150 feet thereof; and Except the East 40 feet thereof.

That part of the NE 1/4 of Section 22 described as follows: Commencing at the NW Corner of the NE 1/4 NE 1/4 of said Section; thence East (assumed bearing) along the North line of said Section, 660 feet to the True Point of Beginning; thence South, 433.0 feet; thence S. 41° 11' 10" W., 1063.02 feet; thence North, 1200.0 feet; thence West, 25 feet; thence South, 1266.54 feet; thence N. 41° 11' 10" E., 1138.95 feet; thence North 442.39 feet; thence West, 25 feet to the True Point of Beginning. The South 25 feet of the North 58 feet of the NW 1/4 NE 1/4 of Section 22; Except the East 65 feet thereof. The South 25 feet of the North 58 feet of the NW 1/4 of Section 22; Except the West 40 feet thereof. The East 25 feet of the West 65 feet of Section 22; Except the North 33 feet thereof. The South 150 feet of the West 264 feet of the NW 1/4 NW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof. The South 100 feet of the West 433 feet of the S 1/2 S 1/2 NW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof. The East 493 feet of the West 533 feet of the N 1/2 N 1/2 SW 1/4 SW 1/4 of Section 22; Except the South 30 feet thereof. The S 1/2 N 1/2 SW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof; Except the North 20 feet of the West 1033 feet thereof. The N 1/2 S 1/2 SW 1/4 SW 1/4 of Section 22; Except the West 40 feet thereof.

Unofficial Document

The East 65 feet of the North 58 feet of Section 24; Except the East 40 feet of the North 33 feet thereof.

The East 58 feet of the South 58 feet of Section 25; Except the East 33 feet of the South 33 feet thereof.

The East 25 feet of the West 65 feet of Section 27.

The East 25 feet of the West 65 feet of Section 34; Except the South 40 feet thereof. The North 25 feet of the South 65 feet of Section 34; Except the West 40 feet thereof.

The North 25 feet of the South 65 feet of Section 35.

The West 25 feet of the South 65 feet of Section 36. The West 25 feet of the East 58 feet of Section 36. The East 33 feet of the South 25 feet of Section 36.

The South 25 feet of the North 58 feet of Section 19; Except the East 33 feet thereof. The West 25 feet of the East 58 feet of Section 19; Except the North 33 feet thereof.

The West 25 feet of the East 58 feet of Section 30; Except the South 33 feet thereof. The North 25 feet of the South 58 feet of Section 30; Except the East 33 feet thereof.

The West 25 feet, the South 25 feet, and the East 25 feet of the North 1/2 of Section 1.

136.08 Az

Prepared By:

Robert L. Norton
JOHANNESSEN & GIRAND
Consulting Engineers, Inc.
6611 North Black Canyon Hwy.
Phoenix, Arizona 85015

July 19, 1976

Unofficial Document

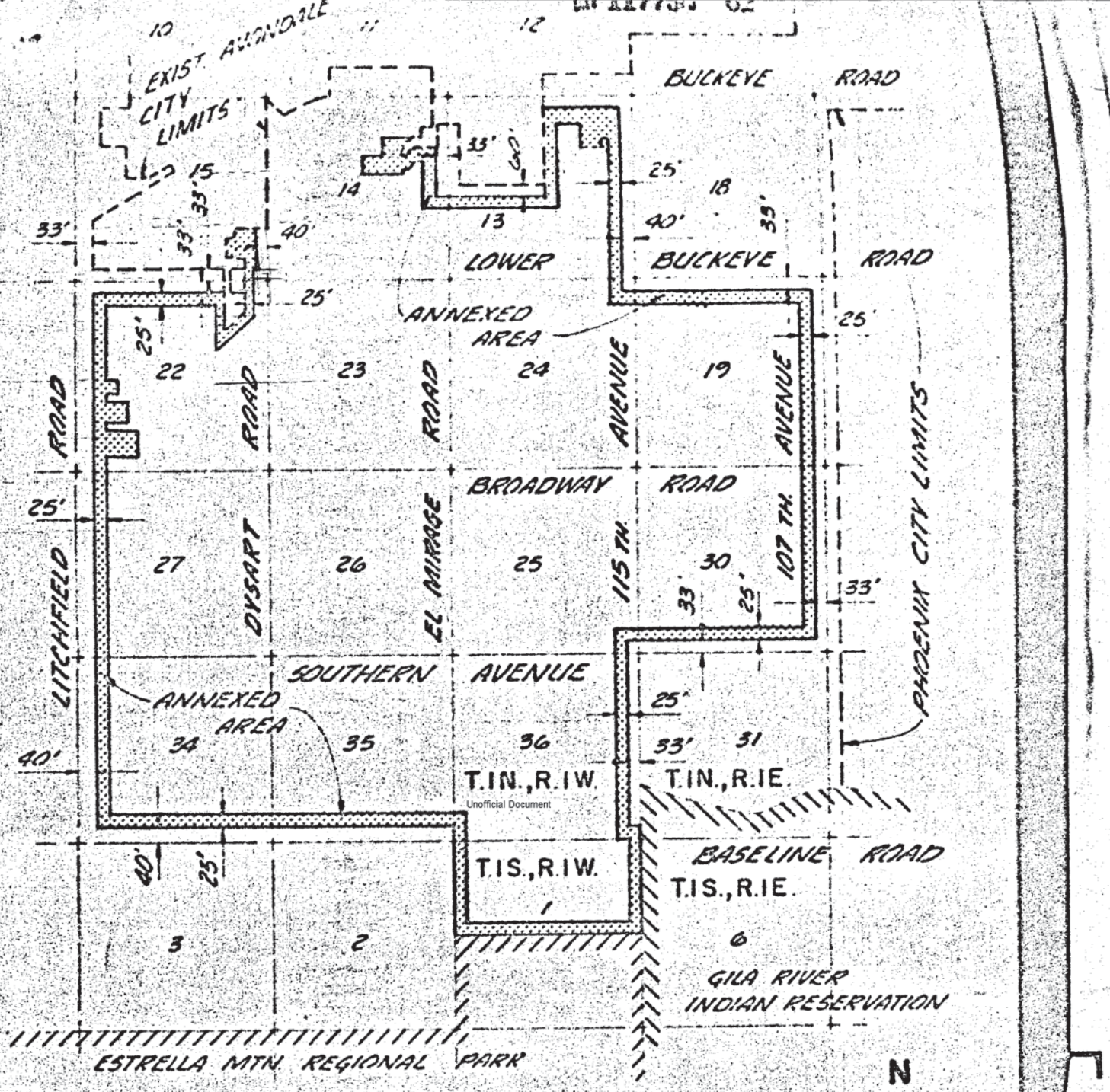
I, DESSIE M. LORENZ, Mayor of the City of Avondale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Avondale, Arizona.

_____
MAYOR

ATTEST:

_____
CLERK

Unofficial Document




Unofficial Document

WE HEREBY CERTIFY that this is an accurate plat of territory annexed to the City of Avondale, Arizona by Ordinance No. 240

Dessie M. Lorenz
Mayor Date

Mary Velez, July 19, 1976
Clerk Date

N

GRAPHIC SCALE

0 1/4 1/2 1 mi.

# ANNEXATION PLAT

CITY OF AVONDALE, ARIZONA

Exhibit C

APPROVED

# MASTER PLAT
## FOR
# "VERDE TRAILS UNIT 1, PHASE 1"
## A PORTION OF LAND BEING WITHIN THE NORTH HALF OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )
KNOW ALL MEN BY THESE PRESENTS:
THAT **HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCELS 3, 4, 7, 8, 9, 10, AND 11 AND **HILLCREST-H, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCEL 5 AND **HILLCREST RESIDENTIAL 4, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCEL 6, HAVE PLATTED UNDER THE NAME **"VERDE TRAILS UNIT 1, PHASE 1"** BEING A PORTION OF LAND BEING WITHIN THE NORTH HALF OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "VERDE TRAILS UNIT 1, PHASE 1" HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, PARCELS AND EASEMENTS CONSTITUTING SAME AND THAT EACH STREET AND PARCEL SHALL BE KNOWN BY THE NAME OR NUMBER GIVEN TO EACH RESPECTIVELY ON SAID PLAT. THE OWNERS, AS LISTED ABOVE, HEREBY DEDICATES IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE STREET RIGHTS OF WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCELS 3, 4, 7, 8, 9, 10, AND 11 HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF _____ AND _____, ITS GENERAL PARTNERS THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2019.

**HILLCREST HARVARD, LP, AN ARIZONA LIMITED PARTNERSHIP**

BY:_____

ITS: GENERAL PARTNER

**HARVARD VENTURES, INC., AN ARIZONA LIMITED PARTNERSHIP**

BY:_____

ITS: GENERAL PARTNER

**HILLCREST-H, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCEL 5 HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF _____ ITS GENERAL PARTNER, AND _____, ITS MANAGER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2019.

**HARVARD GP, LLC, AN ARIZONA LIMITED PARTNERSHIP**

BY:_____

ITS: GENERAL PARTNER

**HARVARD VENTURES, INC., AN ARIZONA LIMITED PARTNERSHIP**

BY:_____

ITS: MANAGER

**HILLCREST RESIDENTIAL 4, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCEL 6 HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF _____, ITS _____ THEREUNTO DULY AUTHORIZED THIS _____ DAY OF_____, 2019.

BY:_____

ITS: _____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )
BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF **HILLCREST HARVARD, LP, AN ARIZONA LIMITED PARTNERSHIP,** AND ACKNOWLEDGED THAT HE/SHE, AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC:_____ MY COMMISSION EXPIRES:_____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )
BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF **HARVARD VENTURES, INC., AN ARIZONA LIMITED PARTNERSHIP,** AND ACKNOWLEDGED THAT HE/SHE, AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC:_____ MY COMMISSION EXPIRES:_____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )
BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF **HARVARD GP, LLC, AN ARIZONA LIMITED PARTNERSHIP,** AND ACKNOWLEDGED THAT HE/SHE, AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC:_____ MY COMMISSION EXPIRES:_____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )
BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF **HARVARD VENTURES, INC., AN ARIZONA LIMITED PARTNERSHIP,** AND ACKNOWLEDGED THAT HE/SHE, AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC:_____ MY COMMISSION EXPIRES:_____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )
BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF **HILLCREST RESIDENTIAL 4, LP, AN ARIZONA LIMITED PARTNERSHIP,** AND ACKNOWLEDGED THAT HE/SHE, AS _____ EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC:_____ MY COMMISSION EXPIRES:_____

## UTILITIES

WATER – CITY OF AVONDALE
SEWER – CITY OF AVONDALE
REFUSE COLLECTION – CITY OF AVONDALE
FIRE PROTECTION – CITY OF AVONDALE
POLICE PROTECTION – CITY OF AVONDALE
ELECTRIC – SALT RIVER PROJECT
CABLE/TELEPHONE – CENTURYLINK/COX COMMUNICATIONS
GAS – SOUTHWEST GAS CORPORATION

## AREA

GROSS = 182.8300 ACRES / 7,964,075.48 SQ. FT.

NET (LESS R/W) = 173.0428 ACRES / 7,537,746.45 SQ. FT.

## SHEET INDEX


MP01–COVER SHEET,

MP02–TRACT TABLE, SHEET MATCH LINES

MP03–MP07–PLAT SHEETS


## BASIS OF BEARING

BASIS OF BEARING IS S01°08'51"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

## 100-YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

## LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN NORTH HALF OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHEAST CORNER OF SAID SECTION 30 FROM WHICH A FOUND BRASS CAP FLUSH ACCEPTED AS THE EAST QUARTER CORNER THEREOF BEARS SOUTH 01°08'51" WEST, 2655.67 FEET;

THENCE SOUTH 89°12'39" WEST, 33.00 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 TO THE **POINT OF BEGINNING;**

THENCE SOUTH 01°08'51" EAST, 2505.58 FEET ALONG A LINE THAT IS PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF SAID NORTHEAST QUARTER;

THENCE LEAVING SAID PARALLEL LINE, SOUTH 89°21'06" WEST, 3886.25 FEET ALONG A LINE BEING 150.00 NORTH OF AND PARALLEL WITH THE EAST-WEST MID-SECTION LINE OF SAID SECTION 30;

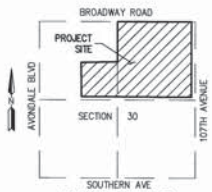
THENCE LEAVING LAST SAID PARALLEL LINE, NORTH 00°35'16" WEST, 1167.30 FEET;

THENCE NORTH 89°01'53" EAST, 1303.45 FEET;

THENCE NORTH 00°56'08" WEST, 1324.60 FEET;

THENCE ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, NORTH 89°12'39" EAST, 2566.41 FEET TO THE **POINT OF BEGINNING.**

| SITE DATA | | |
|---|---|---|
| GROSS AREA | 7,964,075.48 SQ. FT. | 182.8300 AC. |
| PUBLIC RIGHT OF WAY | 426,329.03 SQ. FT. | 9.7872 AC. |
| NET AREA | 7,537,746.45 SQ. FT. | 173.0428 AC. |
| STREET LENGTHS | 5,185.15 LINEAR FT. | |
| EXISTING ZONING | P.A.D. | |




**VICINITY MAP**
NOT TO SCALE

## OWNERS

HILLCREST RESIDENTIAL 1, LP
HILLCREST-H, LP
HILLCREST RESIDENTIAL 4, LP
17700 N. PACESETTER WAY
SCOTTSDALE, ARIZONA 85255
PHONE:(480) 515-3255
CONTACT: TIM BRISLIN
tbrislin@harvardinvestments.com

## SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS
kpangus@hilgartwilson.com

## NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY AND LANDSCAPE MEDIANS IS TO BE MAINTAINED BY THE **VERDE TRAILS HOMEOWNERS ASSOCIATION,** EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES UNDER 69KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.

## BOUNDARY CORNER NOTIFICATION

PER THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS (ADOPTED FEB. 6, 2010), EXTERIOR BOUNDARY CORNERS WILL BE SET BY THE SURVEYOR WHO CERTIFIED THIS PLAT. IT IS THE RESPONSIBILITY OF THE SUBDIVIDER TO ENSURE THAT INTERIOR CORNERS OF THE SUBDIVISION ARE SET (I) WITHIN NINETY (90) DAYS AFTER COMPLETION OF THE CONSTRUCTION IMPROVEMENTS, OR (II) WITHIN TWO (2) YEARS AFTER RECORDATION OF THE SUBDIVISION PLAT, WHICHEVER DATE IS FIRST TO OCCUR. THE INTERIOR CORNERS OF THE SUBDIVISION MAY BE STAKED BY SURVEYORS OTHER THAN WHO CERTIFIED THIS SURVEY. IT WILL BE THE RESPONSIBILITY OF THE OTHER SURVEYOR WHO STAKES THE INTERIOR CORNERS OF THE SUBDIVISION TO RECORD A "RECORD OF SURVEY" WITH THE COUNTY RECORDER, CONSISTENT WITH CURRENT ARIZONA BOUNDARY MINIMUM STANDARDS.

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP**

BY:_____

ITS:_____

## SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF AUGUST 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com

## APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE CITY COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

THIS_____ DAY OF_____, 2019

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE


HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436
www.hilgartwilson.com


VERDE TRAILS UNIT 1, PHASE 1
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA
MASTER PLAT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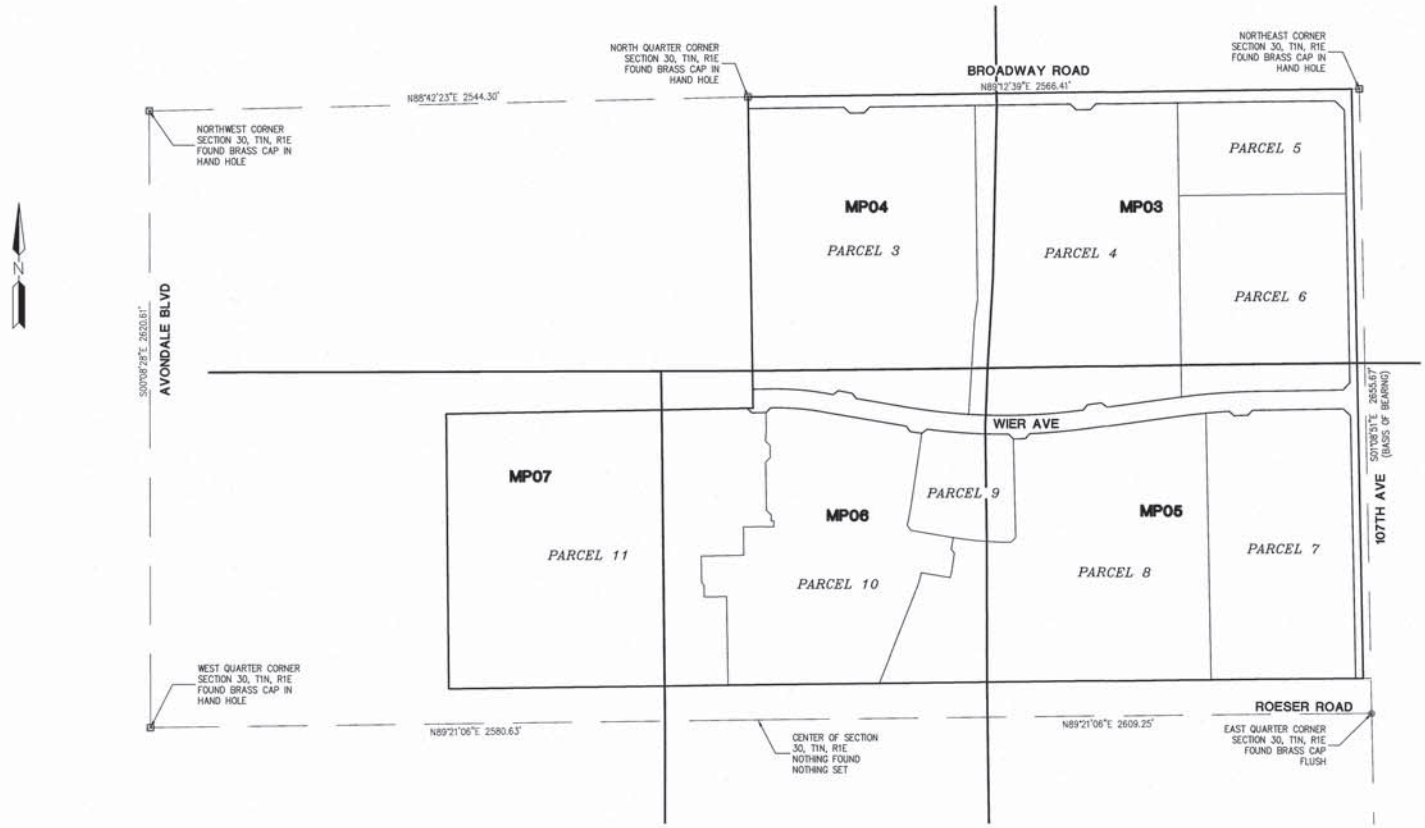
PROJ. NO.: 1377
DATE: DEC 2018
SCALE: NONE
DRAWN: GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
MP01
SHT. 1 OF 7




## LEGEND

| | |
|---|---|
| ○ | FOUND MONUMENT AS NOTED |
| ⊡ | FOUND BRASS CAP IN HAND HOLE |
| ▲ | SUBDIVISION CORNER, SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ◉ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ⊙ | FOUND BRASS CAP FLUSH |
| ● | SET 1/2" REBAR RLS 19344 OR AS NOTED |
| | BOUNDARY LINE |
| | SECTION LINE |
| | CENTER LINE |
| | RIGHT OF WAY |
| | PARCEL LINE |
| | EASEMENT LINE |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| S.V.T. | SIGHT VISIBILITY TRIANGLE |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |

PARCEL TABLE

| PARCEL NO. | AREA (SQ.FT) | AREA (ACRES) |
|---|---|---|
| PARCEL 3 | 1,187,555.02 | 27.2625 |
| PARCEL 4 | 1,124,536.15 | 25.8158 |
| PARCEL 5 | 280,100.73 | 6.4302 |
| PARCEL 6 | 600,160.07 | 13.7778 |
| PARCEL 7 | 700,018.60 | 16.0702 |
| PARCEL 8 | 1,151,037.28 | 26.4242 |
| PARCEL 9 | 191,161.09 | 4.3885 |
| PARCEL 10 | 837,098.46 | 19.2171 |
| PARCEL 11 | 1,466,079.03 | 33.6565 |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J. PANGUS
Date Signed 1/17/19


HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE. STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com


# VERDE TRAILS UNIT 1, PHASE 1

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## MASTER PLAT

STATUS:

MUNICIPAL TRACKING NO:

PROJ. NO.: 1377
DATE: DEC 2018
SCALE: NONE
DRAWN: GS
APPROVED: KJP

DWG. NO.
MP02



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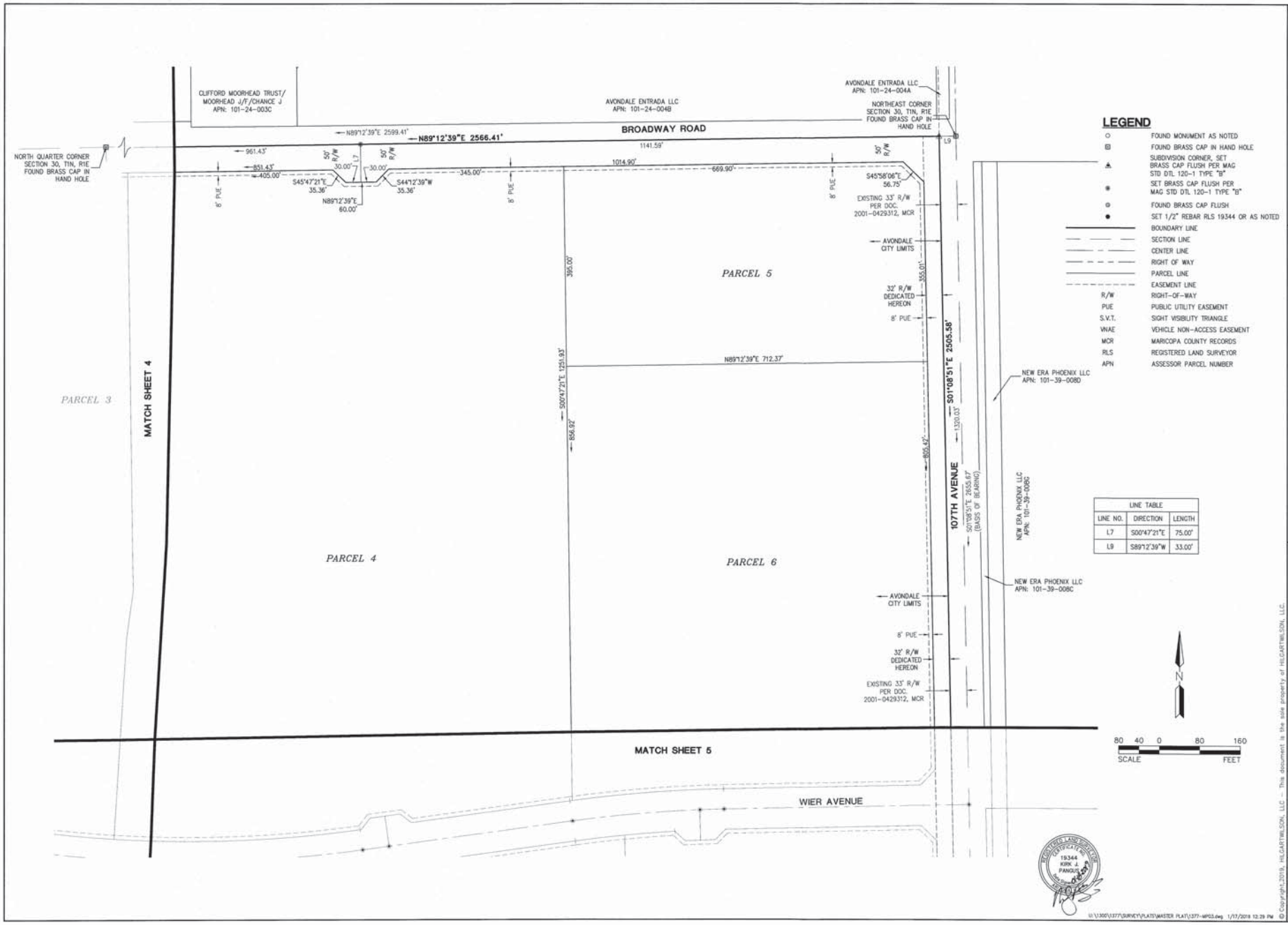
U:\1300\1377\SURVEY\PLATS\MASTER PLAT\1377-MP02.dwg 1/17/2019 12:27 PM




## LEGEND

| | |
|---|---|
| ○ | FOUND MONUMENT AS NOTED |
| ⊠ | FOUND BRASS CAP IN HAND HOLE |
| ▲ | SUBDIVISION CORNER, SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ⊛ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ⊙ | FOUND BRASS CAP FLUSH |
| ● | SET 1/2" REBAR RLS 19344 OR AS NOTED |
| ——— | BOUNDARY LINE |
| — — — | SECTION LINE |
| ——·—— | CENTER LINE |
| ——— | RIGHT OF WAY |
| ——— | PARCEL LINE |
| - - - - | EASEMENT LINE |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| S.V.T. | SIGHT VISIBILITY TRIANGLE |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L7 | S00°47'21"E | 75.00' |
| L9 | S89°12'39"W | 33.00' |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PHOENIX, AZ 85016 www.hilgartwilson.com


# VERDE TRAILS UNIT 1, PHASE 1

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## MASTER PLAT

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PROJ. NO.: 1377
DATE: DEC 2018
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
MP03
SHT. 3 OF 7

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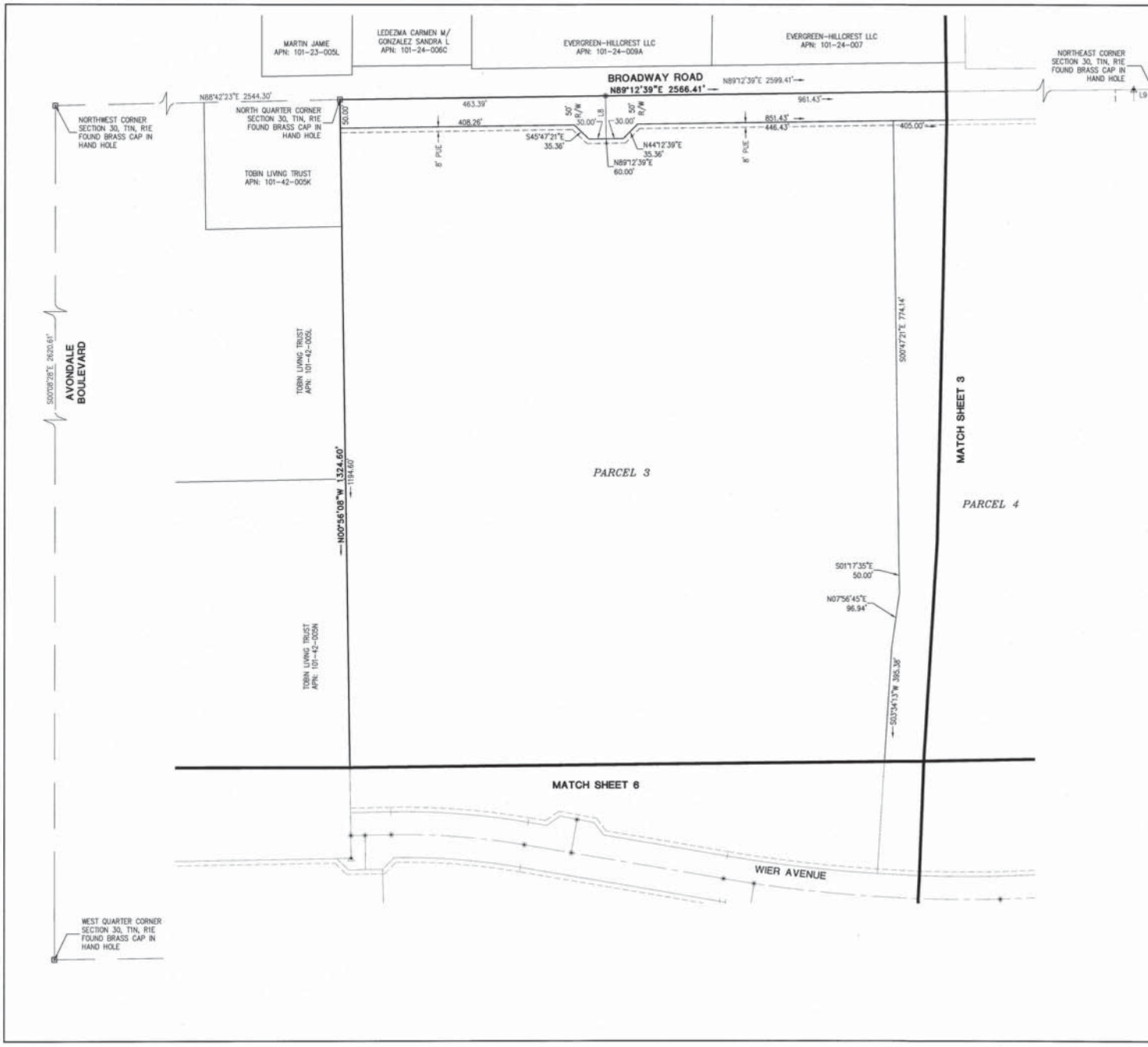


## LEGEND

| | |
|---|---|
| ○ | FOUND MONUMENT AS NOTED |
| ⊠ | FOUND BRASS CAP IN HAND HOLE |
| ▲ | SUBDIVISION CORNER, SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ✱ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ⊕ | FOUND BRASS CAP FLUSH |
| ● | SET 1/2" REBAR RLS 19344 OR AS NOTED |
| | BOUNDARY LINE |
| | SECTION LINE |
| | CENTER LINE |
| | RIGHT OF WAY |
| | PARCEL LINE |
| | EASEMENT LINE |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| S.V.T. | SIGHT VISIBILITY TRIANGLE |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |

LINE TABLE

| LINE NO. | DIRECTION | LENGTH |
|---|---|---|
| L8 | S00°47'21"E | 75.00' |

N

80 40 0 80 160
SCALE FEET

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 01-14-2019

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HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE. STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

# VERDE TRAILS UNIT 1, PHASE 1
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

# MASTER PLAT

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APPROVED: KJP

DWG. NO.
MP04
SHT. 4 OF 7

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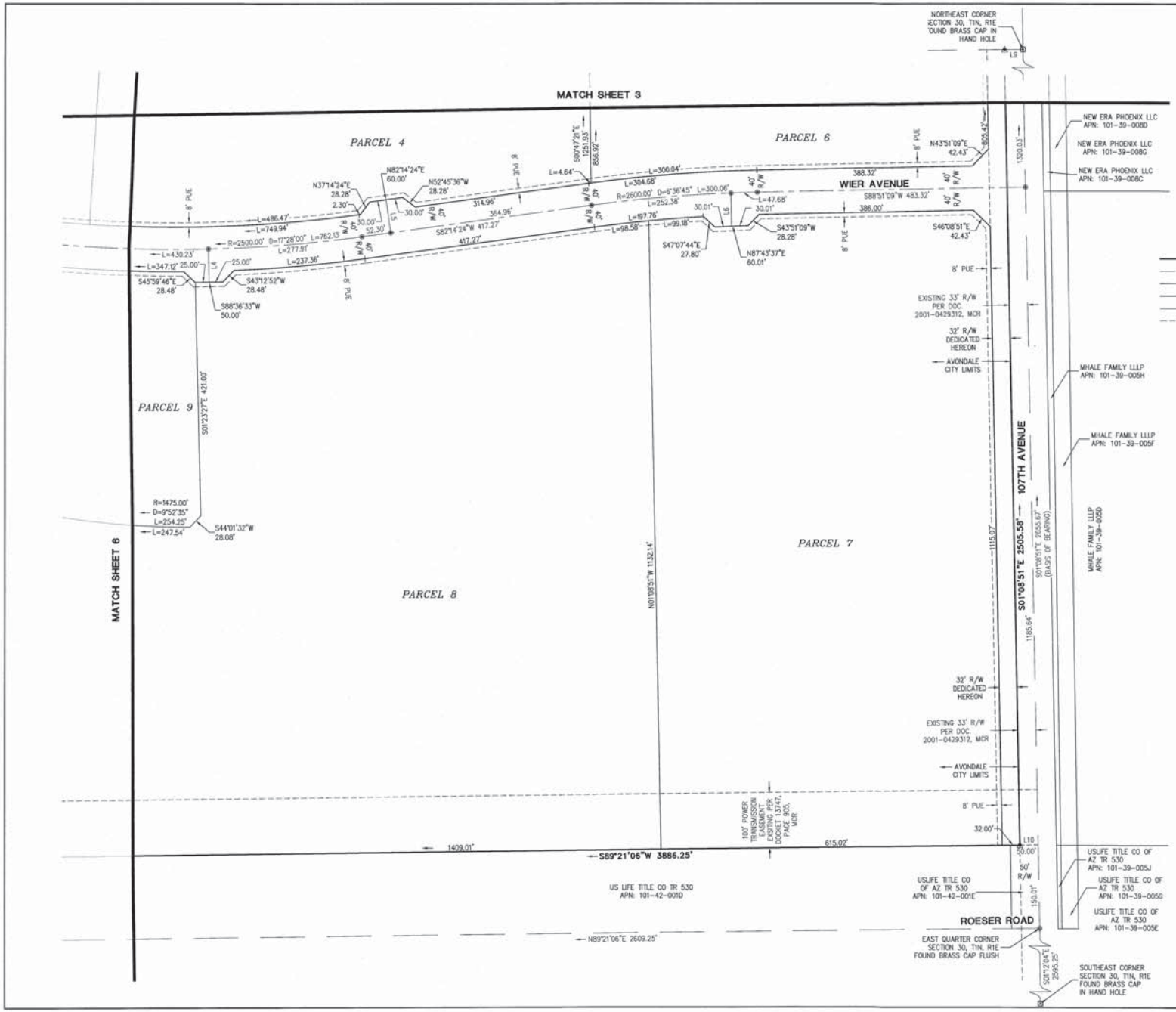


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# VERDE TRAILS UNIT 1, PHASE 1

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## MASTER PLAT

PROJ. NO.: 1377
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STATUS:
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DWG. NO.
MP05
SHT. 5 OF 7

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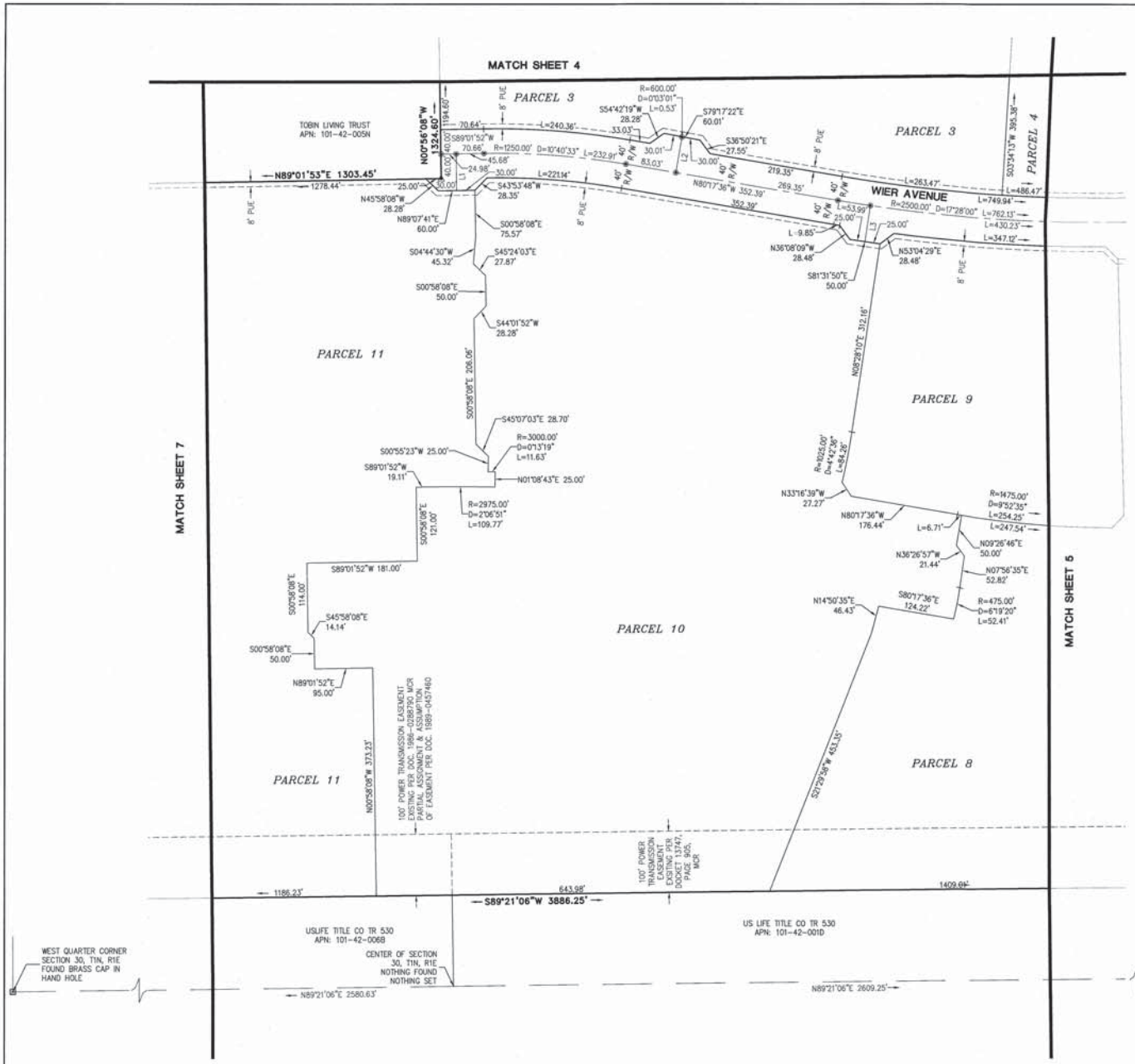


## LEGEND

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| ○ | FOUND MONUMENT AS NOTED |
| ▣ | FOUND BRASS CAP IN HAND HOLE |
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| ——— | CENTER LINE |
| — — — | RIGHT OF WAY |
| ——— | PARCEL LINE |
| - - - - | EASEMENT LINE |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| S.V.T. | SIGHT VISIBILITY TRIANGLE |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |

LINE TABLE

| LINE NO. | DIRECTION | LENGTH |
|---|---|---|
| L1 | N00°58'08"W | 60.05' |
| L2 | S09°42'24"W | 58.95' |
| L3 | N08°28'10"E | 59.88' |

SCALE: 80 40 0 80 160 FEET

19344 KIRK J. PANGUS

HILGARTWILSON
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# VERDE TRAILS UNIT 1, PHASE 1

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## MASTER PLAT

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APPROVED: KJP

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MP06
SHT. 6 OF 7

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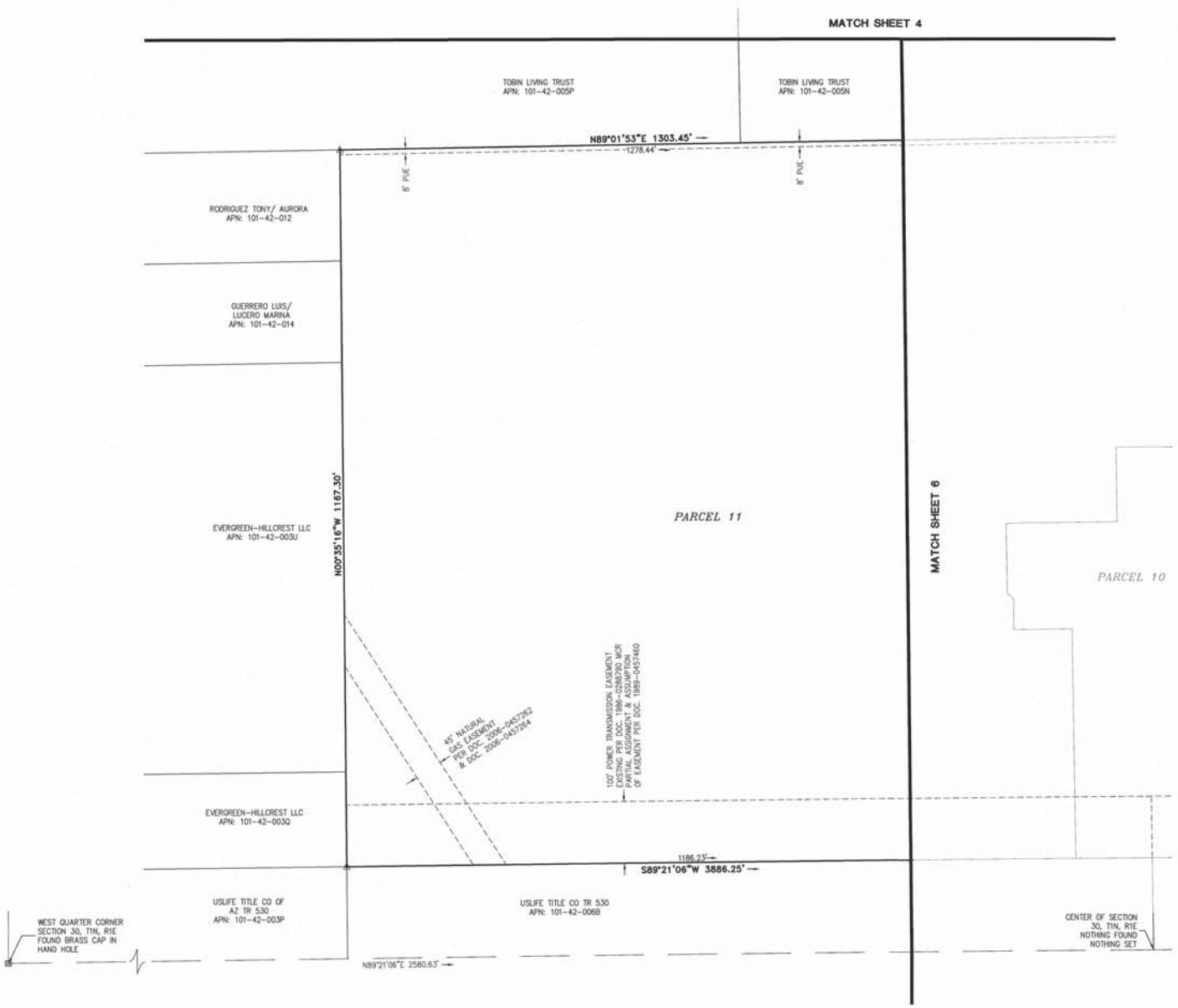


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# VERDE TRAILS UNIT 1, PHASE 1

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

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DWG. NO.
MP07
SHT. 7 OF 7

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Exhibit D

# VERDE TRAILS
# 107TH AVENUE DE-ANNEXATION
# LEGAL DESCRIPTION

A portion of land being situated within the Northeast Quarter of Section 30, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**COMMENCING** at a found brass cap in hand hole accepted as the Northeast corner of said Section 30 from which a found brass cap in hand hole accepted as the North Quarter corner thereof bears South 89°12'39" West, 2599.41 feet;

Thence South 89°12'39" West, 33.00 feet along the north line of said Northeast Quarter to the **POINT OF BEGINNING;**

Thence leaving said north line, South 01°08'51" East, 2505.58 feet along a line that is parallel with and 33.00 feet west of the east line of said Northeast quarter;

Thence South 89°21'06" West, 32.00 feet;

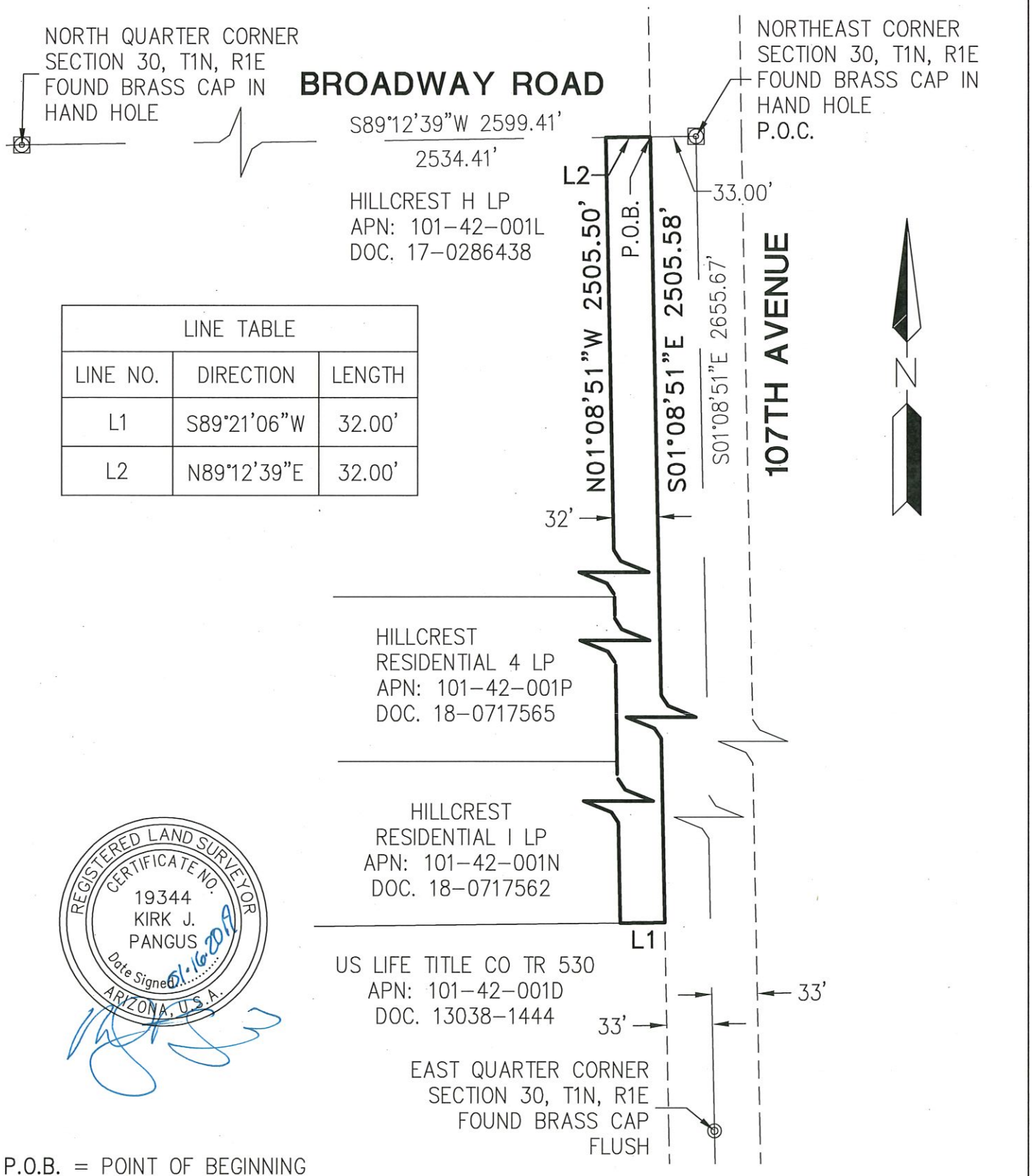
Thence North 01°08'51" West, 2505.50 feet along a line that is parallel with and 65.00 feet west of the east line of said Northeast quarter;

Thence North 89°12'39" East, 32.00 feet along the north line of said Northeast quarter to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 80,178 sq. ft. (1.8406 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1377
Date: January 2019




| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S89°21'06"W | 32.00' |
| L2 | N89°12'39"E | 32.00' |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 01-16-2019
ARIZONA, U.S.A.

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



| | |
|---|---|
| PROJ.NO.: | 1377 |
| DATE: | JAN. 2019 |
| SCALE: | N.T.S. |
| DRAWN BY: | GS |
| CHECKED BY: | KJP |

VERDE TRAILS - 107TH AVENUE DE-ANNEXATION
107TH AVE & BROADWAY RD
MARICOPA COUNTY, ARIZONA

EXHIBIT

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**ORDINANCE NO. 1711-1219**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, DECREASING THE CORPORATE LIMITS OF THE CITY OF AVONDALE BY DEANNEXING A PORTION OF RIGHT-OF-WAY, GENERALLY LOCATED ALONG 107TH AVENUE SOUTH OF BROADWAY ROAD AND NORTH OF ROESER ROAD.

**WHEREAS**, ARIZ. REV. STAT. § 9-471.02 provides a method for deannexation of land from one municipality and annexation to another municipality; and

**WHEREAS**, it is the desire of the City of Avondale ("Avondale") to deannex to Maricopa County, Arizona ("Maricopa") a portion of right-of-way within Avondale's corporate limits, generally located along 107th Avenue, south of Dysart Road and north of Roeser Road, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the "Deannexation Area"); and

**WHEREAS**, said Deannexation Area is contiguous to the corporate limits of Maricopa County; and

**WHEREAS**, the Deannexation Area is comprised entirely of right-of-way, with no owners of real property other than Avondale, such that notice as required by ARIZ. REV. STAT. § 9-471.02(D) is unnecessary.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Deannexation Area is hereby deannexed from the corporate boundaries of Avondale, contingent upon the fulfillment of the conditions of ARIZ. REV. STAT. § 9-471.02.

SECTION 3. The City Clerk is hereby authorized and directed to file a copy of this Ordinance with the Maricopa County Board of Supervisors with a request that the Board of Supervisors set a hearing date as set forth in ARIZ. REV. STAT. § 9-471.02 (D).

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 9, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1711-1219

[Legal Description and Map of Deannexation Area]

See following pages

[redacted]

# VERDE TRAILS
# 107TH AVENUE DE-ANNEXATION
# LEGAL DESCRIPTION

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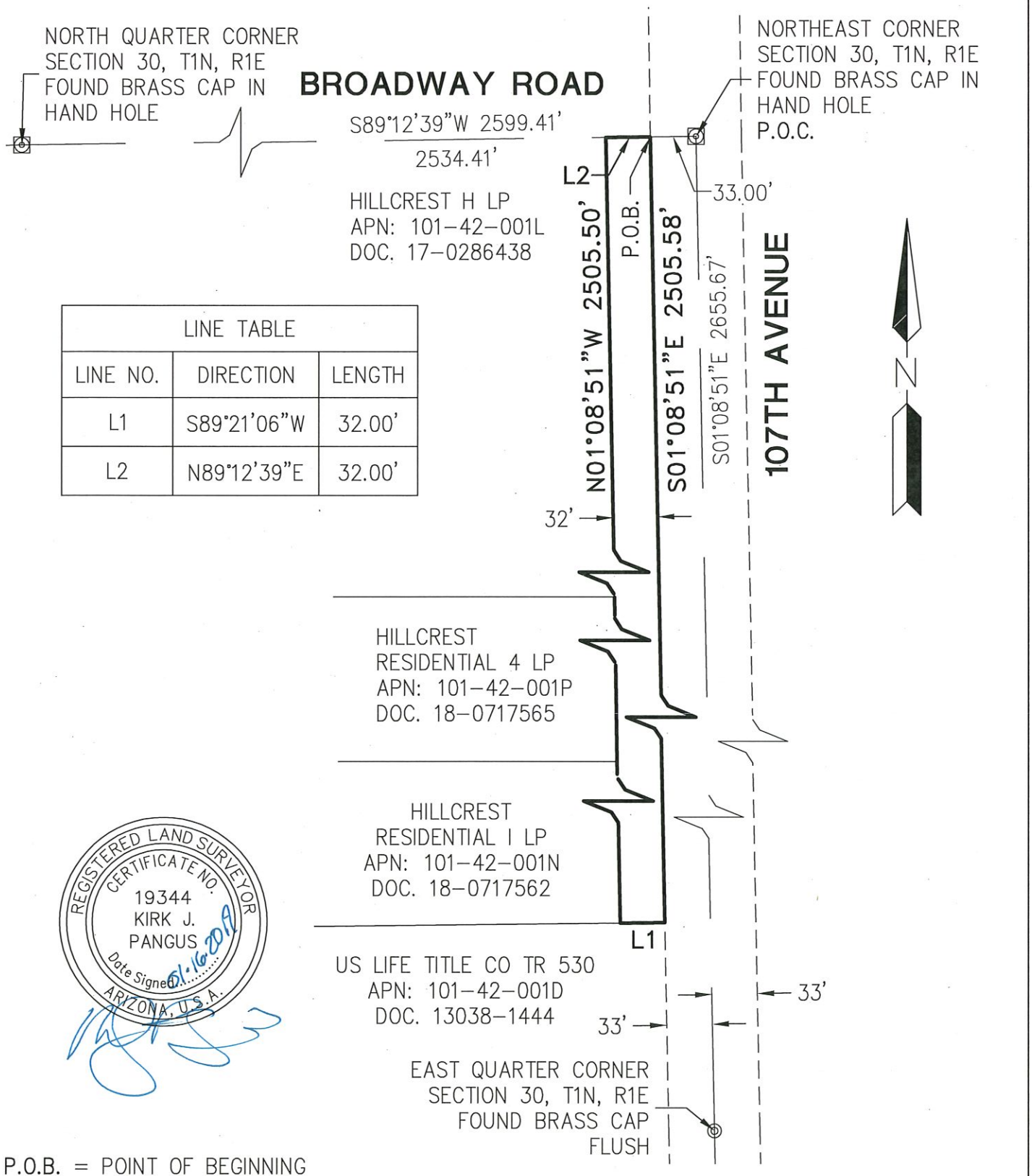
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1377
Date: January 2019




| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S89°21'06"W | 32.00' |
| L2 | N89°12'39"E | 32.00' |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 01-16-2019
ARIZONA, U.S.A.

P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT



| | |
|---|---|
| PROJ.NO.: | 1377 |
| DATE: | JAN. 2019 |
| SCALE: | N.T.S. |
| DRAWN BY: | GS |
| CHECKED BY: | KJP |

VERDE TRAILS - 107TH AVENUE DE-ANNEXATION
107TH AVE & BROADWAY RD
MARICOPA COUNTY, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
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Item Number: 3.i.

# CITY COUNCIL REPORT

**SUBJECT:** Ordinance 1714-1219 Dedicating a Water Line and Access Easement to the City of Goodyear in Avondale Boulevard, Elwood Street and on City owned property south of Festival Fields.

**MEETING DATE:** 12/9/2019

---

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager, (623) 333-1014

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request to adopt Ordinance 1714-1219 dedicating a Water Line and Access Easement to the City of Goodyear in Avondale Boulevard, Elwood Street and on City owned property south of Festival Fields and authorize the Mayor or City Manager, and the City Clerk to execute the necessary documents. The Council will take the appropriate action.

**BACKGROUND:**

The City of Goodyear (Goodyear) is constructing a new water treatment plant near Estrella Parkway and Maricopa County Highway 85. Goodyear will also construct a new raw water pump house on Avondale Boulevard adjacent to a Salt River Project irrigation canal approximately 1500 feet north of Broadway Road. A pipeline conveying the raw water will be constructed from the pump house to their new treatment plant.

**DISCUSSION:**

Goodyear's new pipeline will be constructed in existing City of Avondale (City) right-of-way (ROW), on privately owned property and on City owned property south of Festival Fields. A water line and access easement will be required for their pipeline to be constructed in City ROW and on City property. The easement for their pipeline will be in Avondale Boulevard ROW from their pump house property north to the Elwood Street alignment; in Elwood Street ROW from 122nd Avenue to Vermeersch Road; and on a City owned parcel south of Festival Fields in the Aqua Fria River. The pipeline will be owned and maintained by Goodyear.

STRATEGIC PLAN ALIGNMENT

**Initiative:** Encourage & Support Creative Innovation in Development & Service Delivery

**Goal:** Improve Internal and External Customer Service Delivery

**Objective:** Allow the City of Goodyear to route a RAW water line through the City of Avondale, promoting West Valley growth

**BUDGET IMPACT:**

The proposed dedication of the Water Line and Access Easement to Goodyear will have no budgetary impact on the City.

**RECOMMENDATION:**

Staff recommends that City Council adopt Ordinance 1714-1219 dedicating a Water Line and Access Easement to the City of Goodyear in Avondale Boulevard, Elwood Street and on City owned property south of Festival Fields and authorize the Mayor or City Manager, and the City Clerk to execute the necessary documents.

Figure 2A
Elwood St. Easement

Figure 2B
APN 500-58-002C
City-owned Parcel

Figure 2C
Avondale Boulevard
Easement

**Legend**

- Goodyear Raw Water Pipeline
- Easement Boundary

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*October 2019*

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**ORDINANCE NO. 1714-1219**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, GRANTING AN EASEMENT TO THE CITY OF GOODYEAR, ARIZONA.

**BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An easement is hereby granted to the City of Goodyear, Arizona, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, through, over, under and across certain real property, generally located (i) on Elwood Street between Vermeersch Road and El Mirage Road, (ii) on Elwood Street, south of Lower Buckeye Road, east of Litchfield Road, (iii) on Avondale Boulevard, south of Elwood Street and north of Broadway Road, as depicted and described in the easement form attached hereto as part of Exhibit 1.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 9, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Michael Wawro, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 1714-1219

[Water Line and Access Easement]

See following pages.

When recorded return to:
Marcella Carrillo, City Clerk
City of Avondale
11465 W. Civic Center Drive
Avondale, AZ 85323

**WATER LINE AND ACCESS EASEMENT**

This Water Line and Access Easement ("Agreement") is entered into as of _____, 2019 by and between **THE CITY OF AVONDALE**, an Arizona municipal corporation (the "Grantor" or "Avondale") and **THE CITY OF GOODYEAR**, an Arizona municipal corporation (the "Grantee" or "Goodyear"). Avondale and Goodyear are sometimes referred to herein collectively as the "Parties" and individually as the "Party."

RECITALS.

A. Avondale is the owner of that certain real property legally described and depicted on Exhibit A attached hereto and incorporated herein by this reference (the "Easement Property").

B. Goodyear desires to install water line improvements in the Easement Property for use with the new Goodyear water treatment plant located near Estrella Parkway and Maricopa County Highway 85.

C. Avondale desires to grant Goodyear an easement for the construction and operation of the water line improvements and the access thereto on, over and under the Easement Property.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Accuracy of the Recitals. The Parties hereby acknowledge the accuracy of the Recitals which are incorporated herein by this reference.

2. Grant of Easements.

(a) Avondale hereby grants to Goodyear, for the benefit of Goodyear, a perpetual non-exclusive easement on, over and under the Easement Property for construction, reconstruction, operation, maintenance, inspection, repair, removal, addition or replacement of underground water lines, including above ground appurtenances (the "Water Line Improvements).

(b) Avondale hereby grants and conveys to Goodyear for the benefit of Goodyear, a perpetual non-exclusive easement for vehicular and pedestrian ingress and

egress over and on the Easement Property for construction, reconstruction, operation, maintenance, inspection, repair, removal, addition or replacement of the Water Line Improvements.

3. Non-Interference with Avondale Facilities; Relocation. Such construction, reconstruction, operation, maintenance inspection, repair, removal, addition or replacement of the Water Line Improvements shall not interfere with Avondale's construction, reconstruction, operation, maintenance inspection, or repair of Avondale's facilities. Goodyear understands and acknowledges Avondale's right to construct, maintain, and operate facilities over and/or under the Water Line Improvements within the Easement Area. If, due to the location of Avondale's facilities within the Easement Property, Avondale determines it may need to acquire right of way and/or incur additional costs to install Avondale's future facilities, then Avondale shall notify Goodyear of the need to incur additional costs as soon as possible so that Avondale and Goodyear can collaborate in an attempt to avoid or mitigate the costs. If additional costs cannot be avoided, Goodyear shall reimburse Avondale for the difference between what the right of way purchase and/or installation would have cost if Goodyear's Water Line Improvements were not located in the Easement Property based on the following:

(a) Documentation of the installation conflict, alternatives researched, and final recommendation that resulted in increased costs for right of way acquisition and/or facility installation; and

(b) An analysis of the difference in cost caused by the location of the Avondale's 'facilities in the Easement property; and

(c) A request for reimbursement with itemized actual costs.

In the event the Parties cannot reach an agreement on interference as outlined above, then Avondale may request Goodyear to relocate the Water Line Improvements to accommodate Avondale facilities, Goodyear shall pay the cost of or perform such relocations. The request to remove the Water Line Improvements shall not be arbitrary and capricious.

4. Compliance with Avondale's Construction Procedures. It is understood and agreed that Goodyear must provide the Avondale Engineering Department with not less than 24 hours prior notice for each occurrence of operations, maintenance and/or repair work on the Water Line Improvements involving any excavation within the Easement Property, except in emergency situations, Goodyear shall notify the Avondale City Engineer within 24 hours of said emergency. After initial installation, Goodyear must obtain right-of-way permits from Avondale before performing any repair or maintenance work in the public right-of-way. Avondale will provide the necessary permits at no-cost to Goodyear.

(a) Plans and specifications for the construction of the Water Line Improvements shall be submitted to Avondale for Avondale's review and approval (the "Approved Plans"), which shall not be unreasonably withheld, prior to commencing construction. Copies of the Approved Plans will be on file with Avondale and incorporated herein by this reference. Goodyear hereby represents and warrants to Avondale that such Approved Plans will meet all Avondale guidelines and criteria for design and construction of non-Avondale facilities located within the Easement Property.

(b) With respect to any new or modified Water Line Improvements, no alteration, addition, modification, deviation from or amendment to the Approved Plans shall be made or permitted without Avondale's prior written approval. All construction within the

Easement Property shall specifically be done so as to assure Avondale that potable water or sewer service delivery to Avondale residents will at no time be interrupted.

(c) Upon completion of construction, Goodyear shall provide the Avondale Engineering Department with a complete set of as-built documents and drawings showing the locations of the Water Line Improvements located within the Avondale city limits.

5. Goodyear to Bear Cost of Improvements. Avondale shall not be responsible for any costs and expenses of designing, constructing, operating, maintaining or repairing the Water Line Improvements. Goodyear shall be responsible for ensuring that construction is completed in a good and workmanlike manner, in accordance with the Approved Plans. Maintenance, operations and associated costs for the Water Line Improvements shall be the responsibility of Goodyear.

6. Goodyear to Bear Cost of Damages to Avondale Property or Third-Party Property. Goodyear understands and agrees that in the event of any damage to Avondale property or third-party property due to, caused by or resulting from the Water Line Improvements, Goodyear shall bear the cost of repairing said damage.

7. Maintain the Easement Property Fee of Liens. Goodyear shall keep the Easement Property free and clear of any or all liens, including, but not limited to, mechanics' and materialmen's liens relating to the work contemplated hereby**.**

8. Indemnification. Goodyear agrees to indemnify, hold harmless and release Avondale from any and all claims for damages or injury arising from or in any way incident to the design, engineering, construction, operating, maintenance, repair and use of the Easement Property for the Water Line Improvements, or the exercise of any other rights or obligations under this Agreement. Goodyear's indemnification shall expressly include, but shall not be limited to, damages to Avondale or its citizens' properties resulting from failure of or damage caused by the Water Line Improvements. In the event that Avondale is named as a party to any lawsuit to which this indemnification provision applies, Goodyear shall reimburse Avondale for all attorneys' fees and costs incurred in defending itself in the lawsuit.

9. Maintenance. Goodyear shall maintain, or cause to be maintained, the Water Line Improvements in the Easement Property in good condition and repair, provided however, Avondale shall be solely responsible for repairing any damage caused to the Water Line Improvements in the Easement Area as a result of any acts or omissions of Avondale or its employees or agents.

10. Enforcement. The Parties may enforce this Agreement by appropriate legal action and the prevailing Party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder.

11. Amendments. This Agreement contains the entire agreement between the Parties. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if evidenced in writing and signed by each Party.

12. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Arizona.

13. Binding Effect. This Agreement shall inure to and be binding upon the Parties hereto and their respective successors and assigns and shall run with the land.

14. Agreement Subject to Appropriation. Each Party is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during each parties' then current fiscal year. The obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of each Party concerning budgeted purposes and appropriation of funds. Should either Party elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the such Party shall be relieved of any subsequent obligation under this Agreement. The parties agree that each Party has no obligation or duty of good faith to budget or appropriate the payment of the its's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Each Party shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Each Party shall keep the other Party informed as to the availability of funds for this Agreement. The obligation of the parties to make any payment pursuant to this Agreement is not a general obligation or indebtedness of said Party. Each Party hereby waives any and all rights to bring any claim against the other Party from or relating in any way to such Party's termination of this Agreement pursuant to this section.

15. Counterparts. This Agreement may be executed in one or more counterparts each of which in the aggregate shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the last day and year set forth below.

**THE CITY OF AVONDALE**, an Arizona municipal corporation

Date

Charles A. Montoya, City Manager

Attest:

Marcella Carrillo, City Clerk

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Charles A. Montoya, the City Manager of the City of Avondale, an Arizona municipal corporation, on behalf of the City.

(Seal and Expiration Date)

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

**THE CITY OF GOODYEAR**, an Arizona municipal corporation

Date

Julie Arendall, City Manager

Attest:

Darcie McCracken, City Clerk

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Julie Arendall, the City Manager of the City of Goodyear, an Arizona municipal corporation, on behalf of the City.

(Seal and Expiration Date)

Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION AND DEPICTION OF EASEMENT PROPERTY**

**(See following pages)**

# GOODYEAR RAW WATER LINE EASEMENTS
# LEGAL DESCRIPTION
# NEW EASEMENT NO. 1 - ELWOOD STREET EASEMENT

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 23, AND THE WEST HALF OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE MARKING THE EAST QUARTER CORNER OF SAID SECTION 23, FROM WHICH A BRASS CAP IN HAND HOLE MARKING THE NORTHEAST CORNER OF SAID SECTION 23, BEARS NORTH 01 DEGREES 08 MINUTES 30 SECONDS WEST (BASIS OF BEARINGS AS SHOWN ON BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS), A DISTANCE OF 2614.31 FEET;

**THENCE** ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 23, NORTH 01 DEGREES 08 MINUTES 30 SECONDS WEST, A DISTANCE OF 22.47 FEET TO THE **POINT OF BEGINNING;**

**THENCE** LEAVING SAID EAST LINE, NORTH 89 DEGREES 43 MINUTES 25 SECONDS WEST, A DISTANCE OF 1245.89 FEET;

**THENCE** SOUTH 45 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 19.84 FEET;

**THENCE** NORTH 89 DEGREES 41 MINUTES 41 SECONDS WEST, A DISTANCE OF 2128.70 FEET;

**THENCE** NORTH 86 DEGREES 05 MINUTES 08 SECONDS WEST, A DISTANCE OF 115.34 FEET;

**THENCE** NORTH 89 DEGREES 41 MINUTES 34 SECONDS WEST, A DISTANCE 350.49 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF VERMEERSCH ROAD AND THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 987.12 FEET, WHOSE RADIUS BEARS SOUTH 32 DEGREES 17 MINUTES 52 SECONDS EAST;

**THENCE** NORTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, AND SAID CURVE, 18.84 FEET THROUGH A CENTRAL ANGLE OF 01 DEGREES 05 MINUTES 37 SECONDS TO A POINT OF NON-TANGENCY;

**THENCE** LEAVING SAID RIGHT-OF-WAY LINE, SOUTH 89 DEGREES 41 MINUTES 34 SECONDS EAST, A DISTANCE OF 334.84 FEET;

**THENCE** SOUTH 86 DEGREES 05 MINUTES 08 SECONDS EAST, A DISTANCE OF 115.34 FEET;

**THENCE** SOUTH 89 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 824.97 FEET;

**THENCE** NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.49 FEET;

**THENCE** NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET;

**THENCE** SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 8.54 FEET;

**THENCE** SOUTH 89 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 1200.02 FEET;

**THENCE** NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.00 FEET;

**THENCE** NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET;

**THENCE** SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 13.05 FEET;

**THENCE** SOUTH 89 DEGREES 41 MINUTES 41 SECONDS EAST, A DISTANCE OF 79.22 FEET;

**THENCE** NORTH 45 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 19.84 FEET;

**THENCE** SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 1188.62 FEET;

**THENCE** NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.19 FEET;

**THENCE** NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.00 FEET;

**THENCE** SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 15.24 FEET;

**THENCE** SOUTH 89 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 107.17 FEET;

**THENCE** SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.25 FEET;

**THENCE** SOUTH 89 DEGREES 56 MINUTES 45 SECONDS EAST, A DISTANCE OF 632.21 FEET;

**THENCE** NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.69 FEET;

**THENCE** SOUTH 89 DEGREES 59 MINUTES 52 SECONDS EAST, A DISTANCE OF 25.01 FEET;

**THENCE** SOUTH 00 DEGREES 03 MINUTES 22 SECONDS WEST, A DISTANCE OF 10.00 FEET;

**THENCE** NORTH 89 DEGREES 59 MINUTES 52 SECONDS WEST, A DISTANCE OF 15.00 FEET;

**THENCE** SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 10.70 FEET;

**THENCE** NORTH 89 DEGREES 56 MINUTES 45 SECONDS WEST, A DISTANCE OF 652.21 FEET;

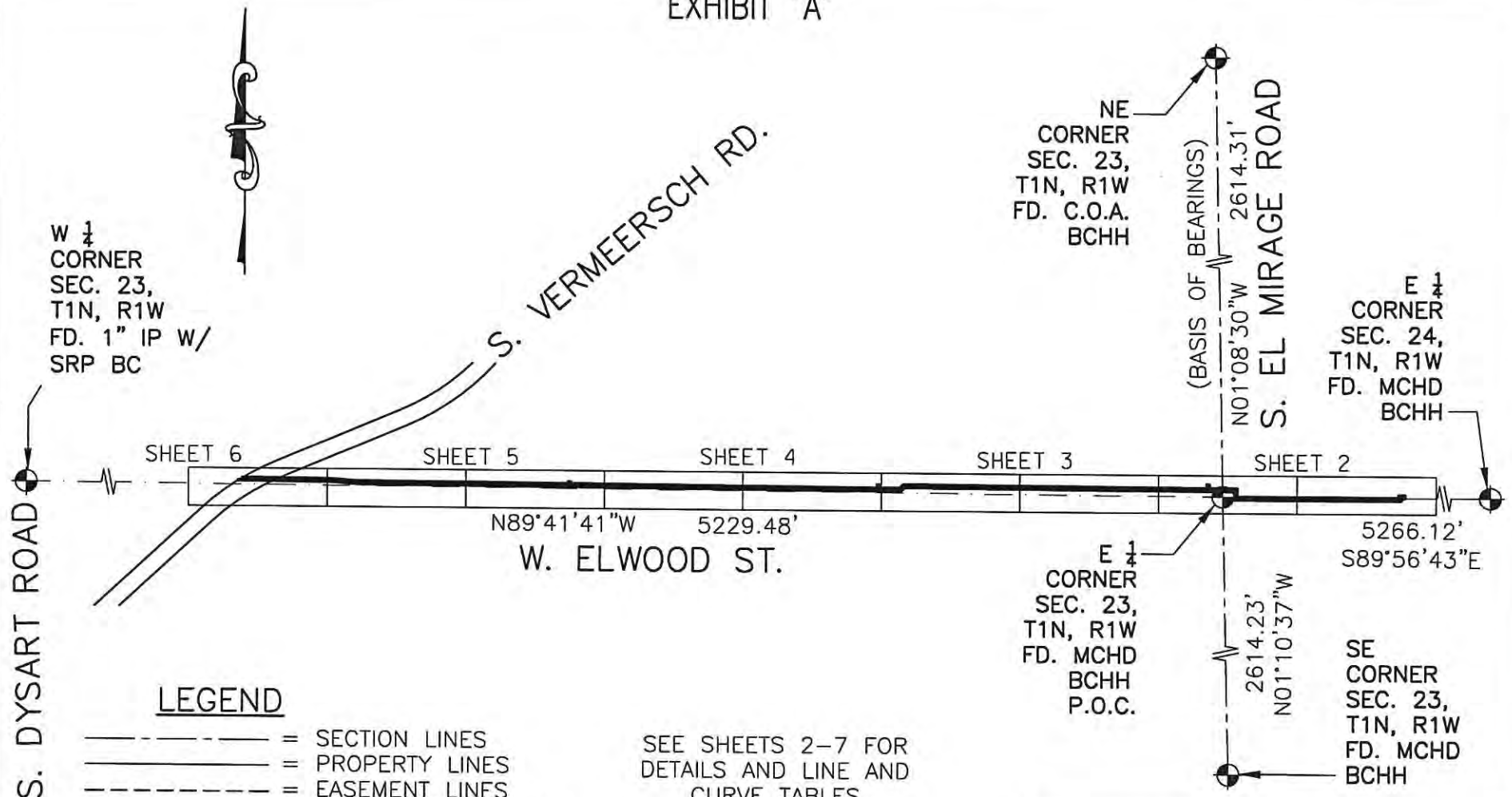
**THENCE** NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 32.29 FEET;

**THENCE** NORTH 89 DEGREES 43 MINUTES 25 SECONDS WEST. A DISTANCE OF 45.79 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 46,450 SQUARE FEET OR 1.07 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

# EXHIBIT "A"




## LEGEND

| | |
|---|---|
| ——·——·—— | = SECTION LINES |
| ———————— | = PROPERTY LINES |
| – – – – – – – – | = EASEMENT LINES |
| ▬ ▬ ▬ ▬ ▬ ▬ ▬ ▬ | = NEW EASEMENT NO. 1 |
| BC | = BRASS CAP |
| C.O.A. | = CITY OF AVONDALE |
| DKT. | = DOCKET |
| FD. | = FOUND |
| IP | = IRON PIPE |
| PG. | = PAGE |
| P.O.C. | = POINT OF COMMENCEMENT |
| P.O.B. | = POINT OF BEGINNING |
| MCR | = MARICOPA COUNTY RECORDER |
| MCHD | = MARICOPA COUNTY HIGHWAY DEPT. |
| BCHH | = BRASS CAP IN HAND HOLE |

SEE SHEETS 2–7 FOR DETAILS AND LINE AND CURVE TABLES

REGISTERED LAND SURVEYOR CERTIFICATE NO. 35316 CHAD HUBER Date Signed 9/19/19 ARIZONA, U.S.A.

EXHIBIT "A"


AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us


| | | | |
|---|---|---|---|
| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS |
| DATE: 09-04-19 | REV: | | |
| SCALE: 1"=600' | | 1 | 7 |

# EXHIBIT "A"

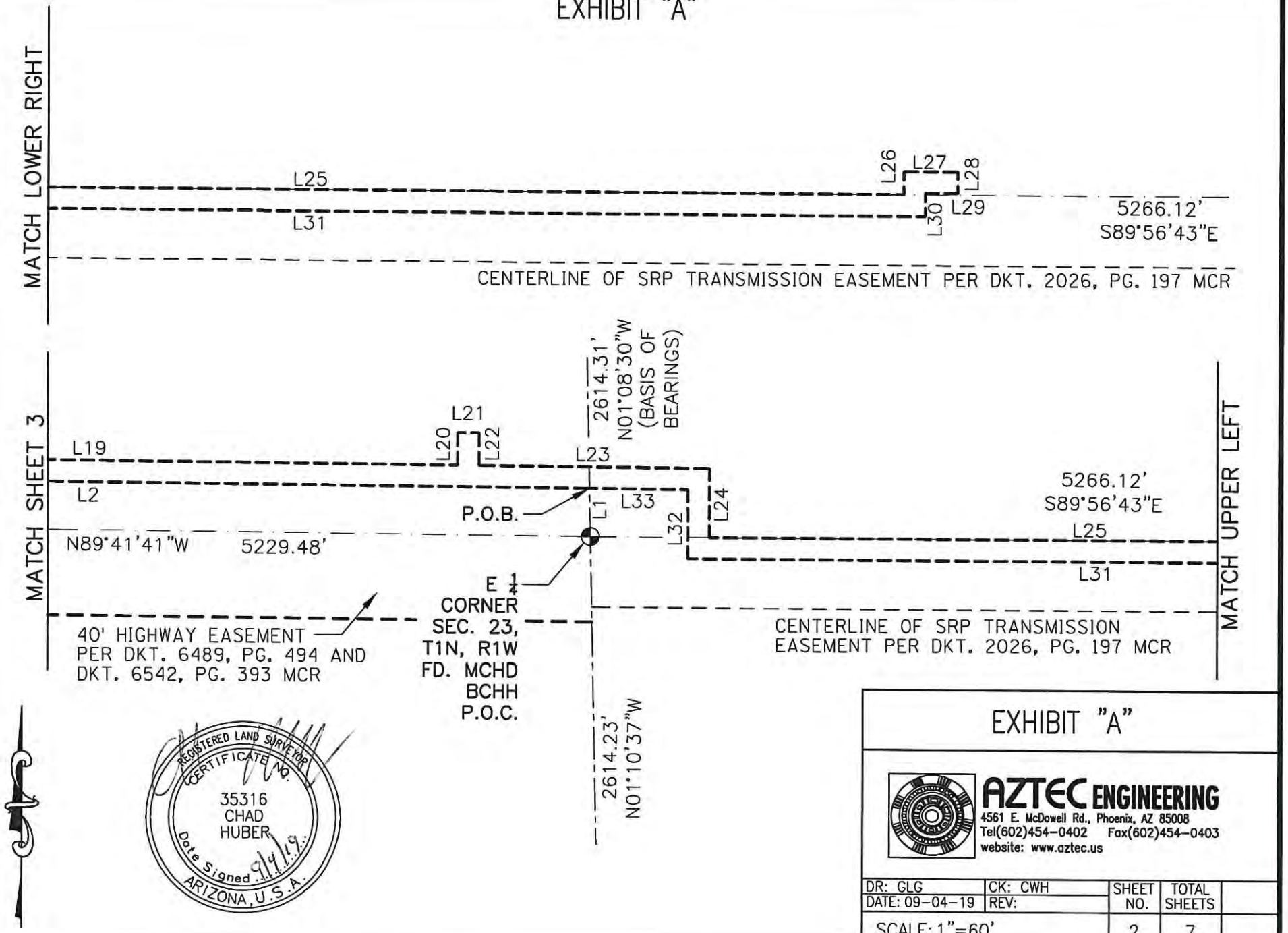






EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
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website: www.aztec.us

| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 09-04-19 | REV: | | | |
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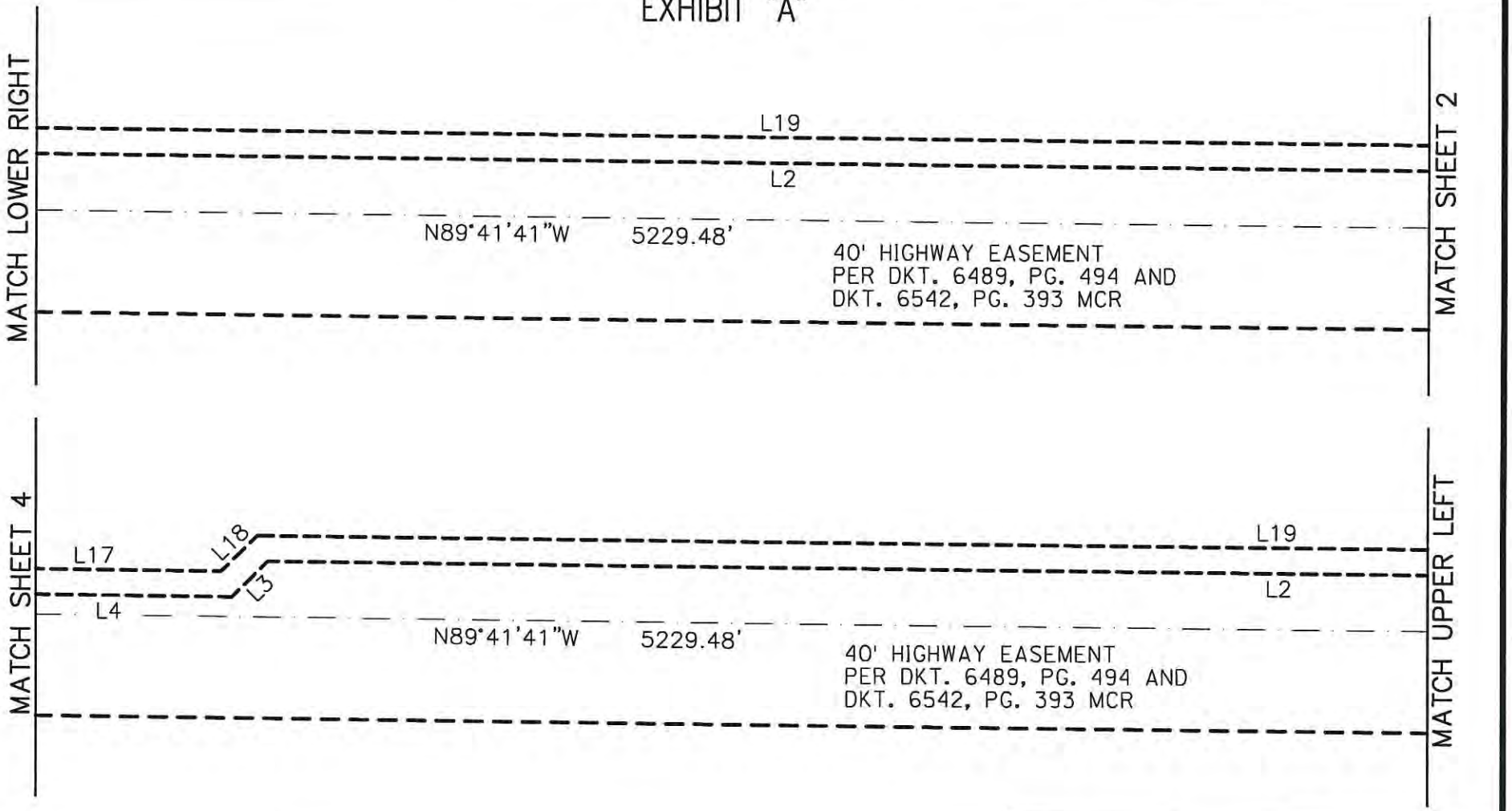
# EXHIBIT "A"



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Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 09-04-19 | REV: | | | |
| SCALE: 1"=60' | | 3 | 7 | |

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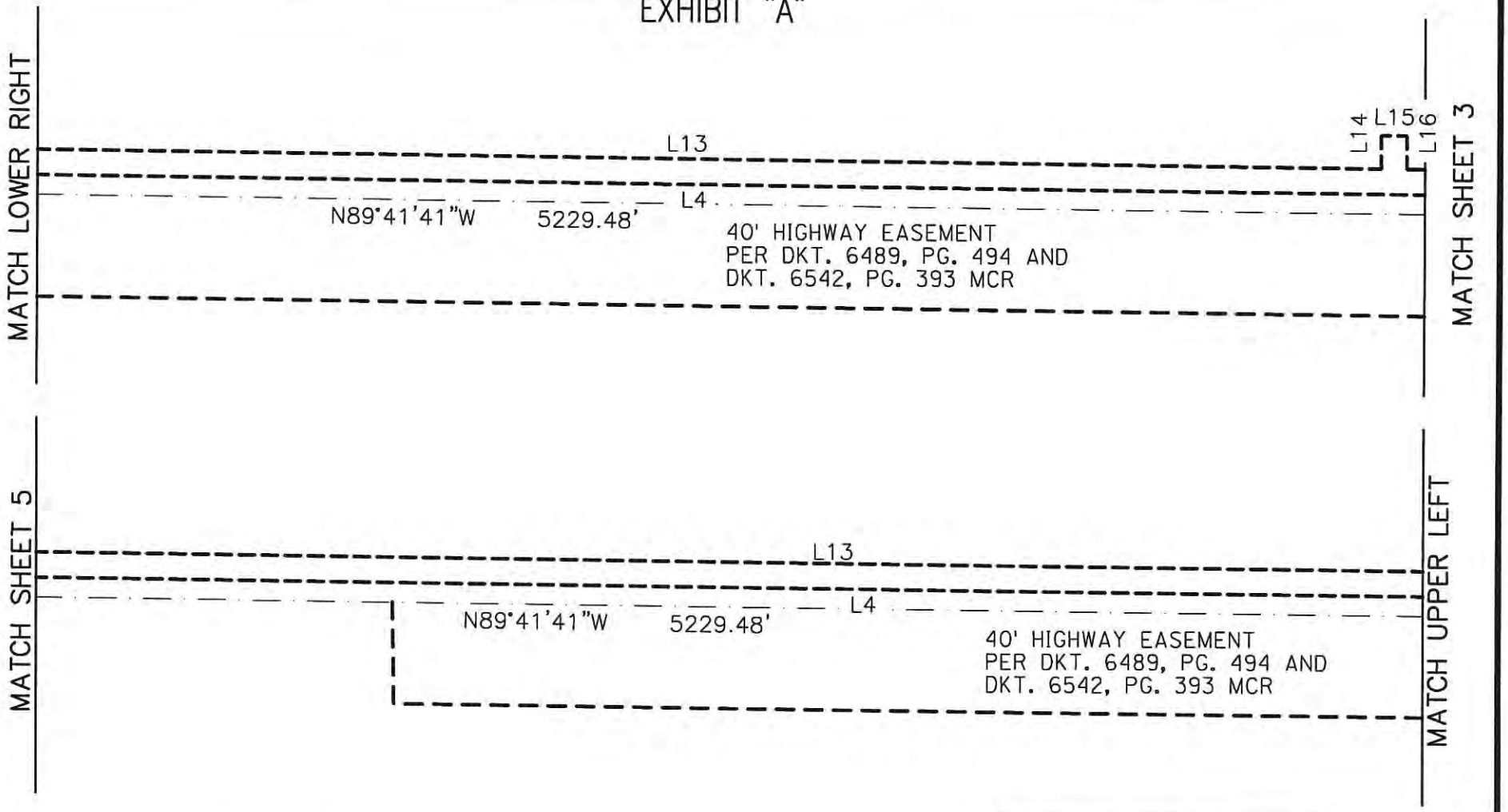

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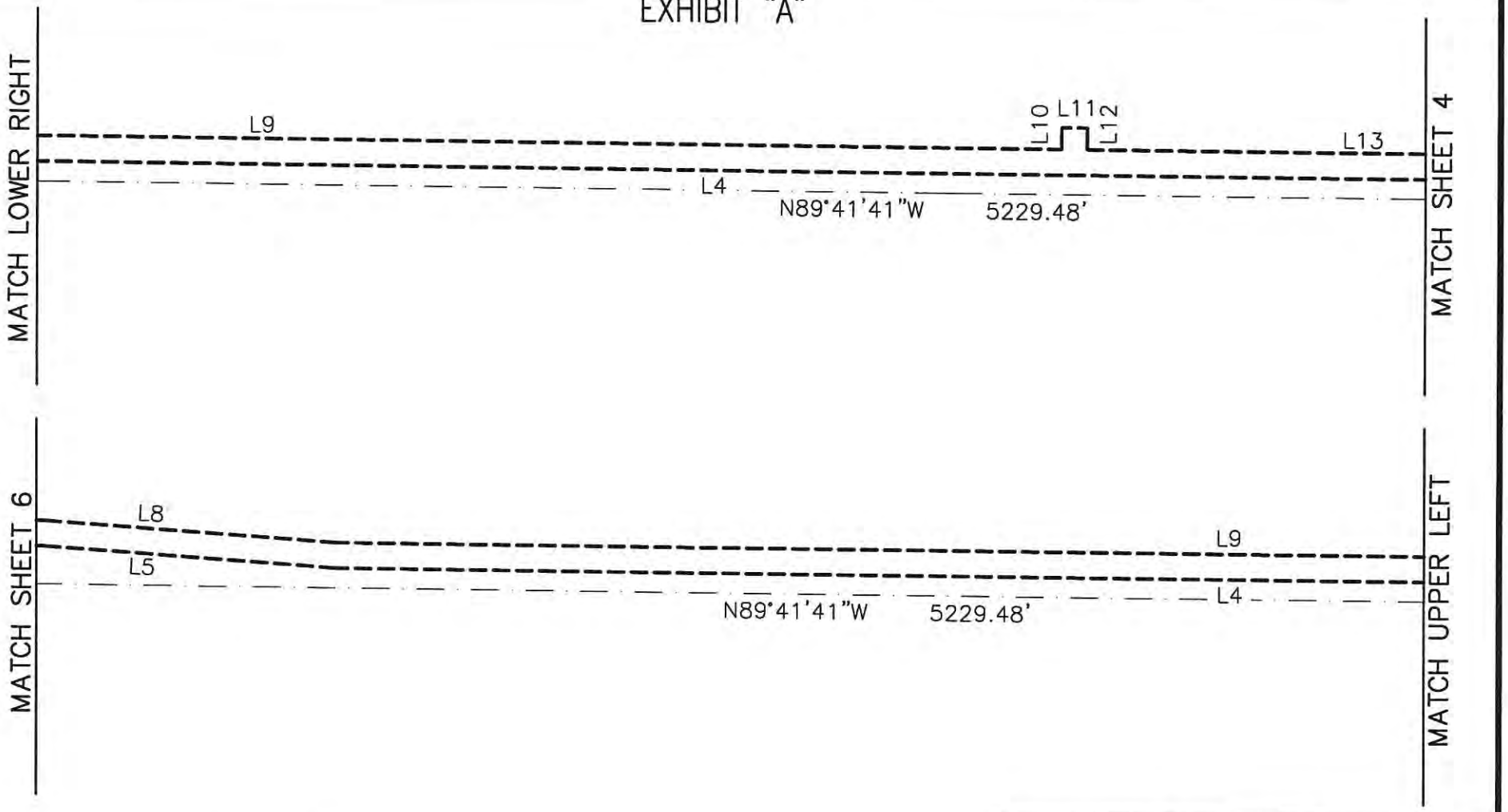
website: www.aztec.us

| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 09-04-19 | REV: | | | |
| SCALE: 1"=60' | | 4 | 7 | |

# EXHIBIT "A"




REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
Date Signed 9/4/19
ARIZONA, U.S.A.

EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 09-04-19 | REV: | | | |
| SCALE: 1"=60' | | 5 | 7 | |

# EXHIBIT "A"

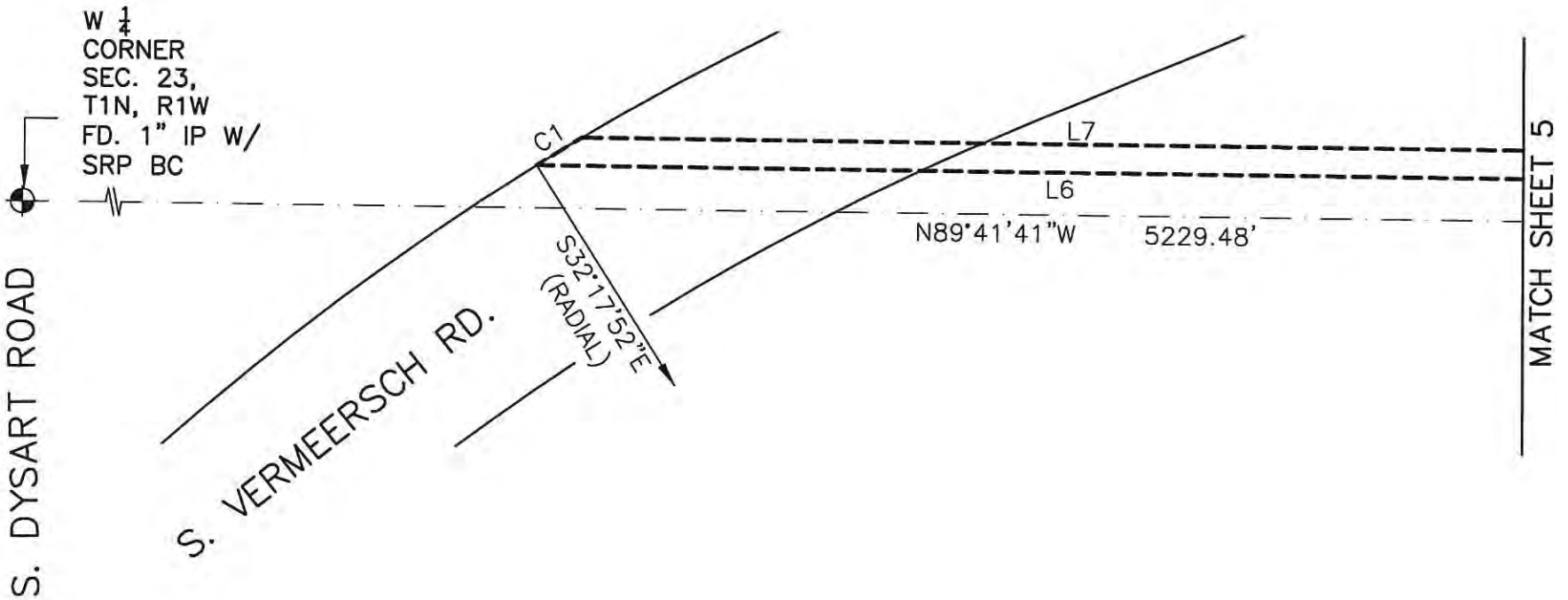


EXHIBIT "A"

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4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 09-04-19 | REV: | | | |
| SCALE: 1"=60' | | 6 | 7 | |

# EXHIBIT "A"

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N01°08'30"W | 22.47' |
| L2 | N89°43'25"W | 1245.89' |
| L3 | S45°00'00"W | 19.84' |
| L4 | N89°41'41"W | 2128.70' |
| L5 | N86°05'08"W | 115.34' |
| L6 | N89°41'34"W | 350.49' |
| L7 | S89°41'34"E | 334.84' |
| L8 | S86°05'08"E | 115.34' |
| L9 | S89°41'41"E | 824.97' |
| L10 | N00°00'00"E | 8.49' |
| L11 | N90°00'00"E | 10.00' |
| L12 | S00°00'00"E | 8.54' |
| L13 | S89°41'41"E | 1200.02' |
| L14 | N00°00'00"E | 13.00' |
| L15 | N90°00'00"E | 10.00' |
| L16 | S00°00'00"E | 13.05' |
| L17 | S89°41'41"E | 79.22' |

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L18 | N45°00'00"E | 19.84' |
| L19 | S89°43'25"E | 1188.62' |
| L20 | N00°00'00"E | 15.19' |
| L21 | N90°00'00"E | 10.00' |
| L22 | S00°00'00"E | 15.24' |
| L23 | S89°43'25"E | 107.17' |
| L24 | S00°00'00"E | 32.25' |
| L25 | S89°56'45"E | 632.21' |
| L26 | N00°00'00"E | 10.69' |
| L27 | S89°59'52"E | 25.01' |
| L28 | S00°03'22"W | 10.00' |
| L29 | N89°59'52"W | 15.00' |
| L30 | S00°00'00"E | 10.70' |
| L31 | N89°56'45"W | 652.21' |
| L32 | N00°00'00"E | 32.29' |
| L33 | N89°43'25"W | 45.79' |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | RADIUS | DELTA | LENGTH | CHORD |
| C1 | 987.12' | 01°05'37" | 18.84' | N58°14'56"E 18.84' |

46,450 SQ. FT. OR 1.07 ACRES MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
Date Signed 7/4/19
ARIZONA, U.S.A.

EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 09-04-19 | REV: | 7 | 7 | |

# GOODYEAR RAW WATER LINE EASEMENTS
# LEGAL DESCRIPTION
# NEW EASEMENT NO. 2-APN 500-58-002C CITY OWNED PARCEL

A parcel of land located in the Northwest Quarter of Section 22, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, being a portion of a parcel of land described in Docket 6793, Page 330, records of Maricopa County Arizona, more particularly described as follows:

Commencing at a brass cap flush marking the West Quarter corner of said Section 22, from which a brass cap in hand hole marking the Northwest corner of said Section 22, bears North 01 degrees 01 minutes 30 seconds West (Basis of Bearings), a distance of 2605.00 feet;

**THENCE** along the east-west mid-section line of said Section 22, South 88 degrees 36 minutes 42 seconds East, a distance of 1304.85 feet to the southwest corner of said parcel of land, and the **Point of Beginning**;

**THENCE** along the west line of said parcel, North 00 degrees 47 minutes 43 seconds West, a distance of 50.04 feet;

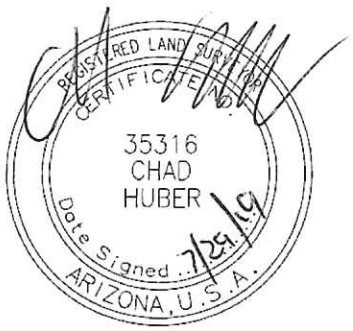
**THENCE** leaving said west line, South 88 degrees 36 minutes 42 seconds East, a distance of 917.33 feet to the east line of said parcel;

**THENCE** along said east line, South 45 degrees 22 minutes 10 seconds West, a distance of 69.49 feet to the east-west mid-section line of said Section 22;

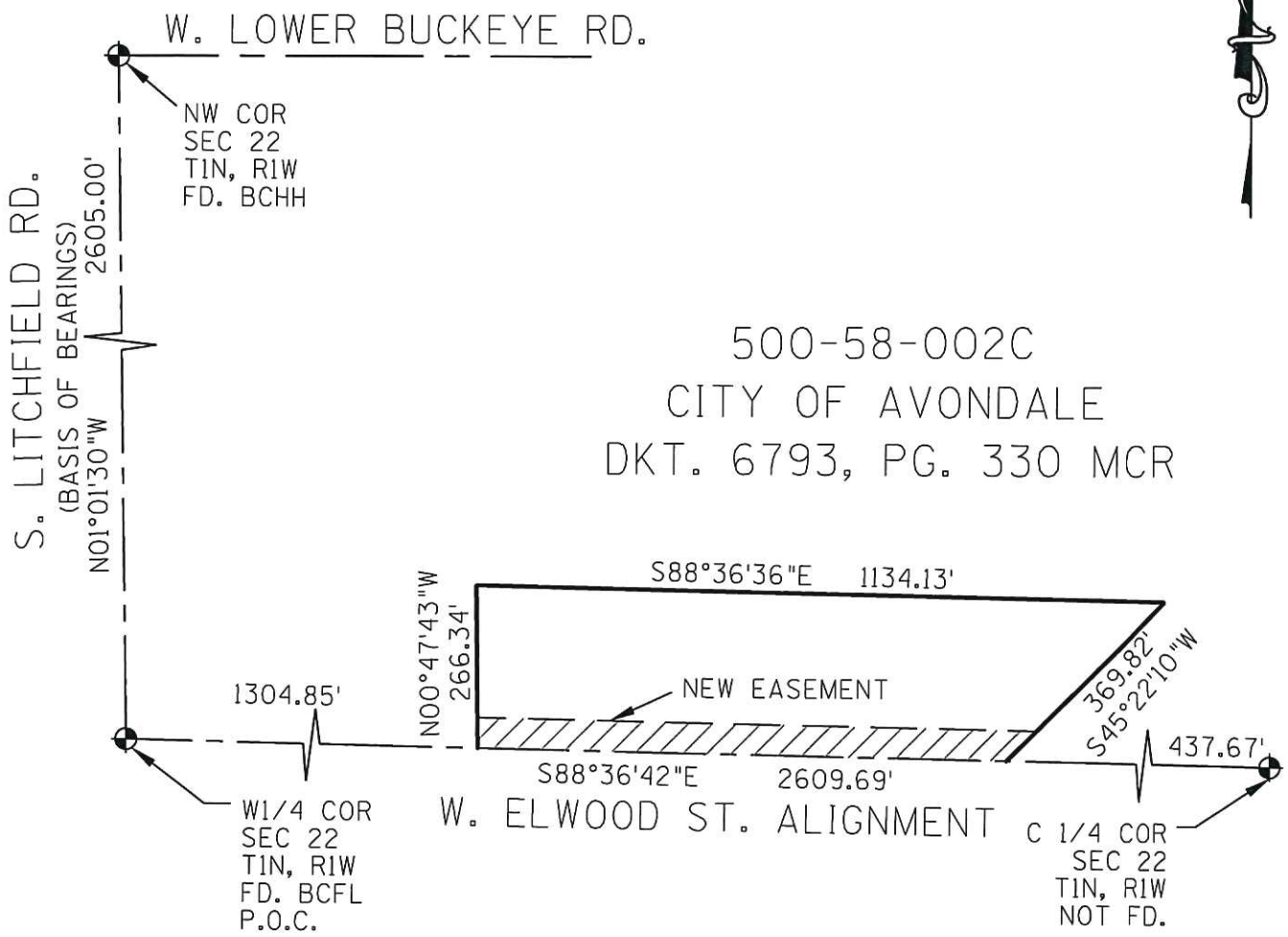
**THENCE** along said mid-section line, North 88 degrees 36 minutes 42 seconds West, a distance of 867.17 feet to the **Point of Beginning**.

Said parcel contains 44,612 square feet, more or less.

See attached Exhibit drawing by reference made a part hereto.



# EXHIBIT "A"



SEE DETAIL
ON SHEET 2

## LEGEND

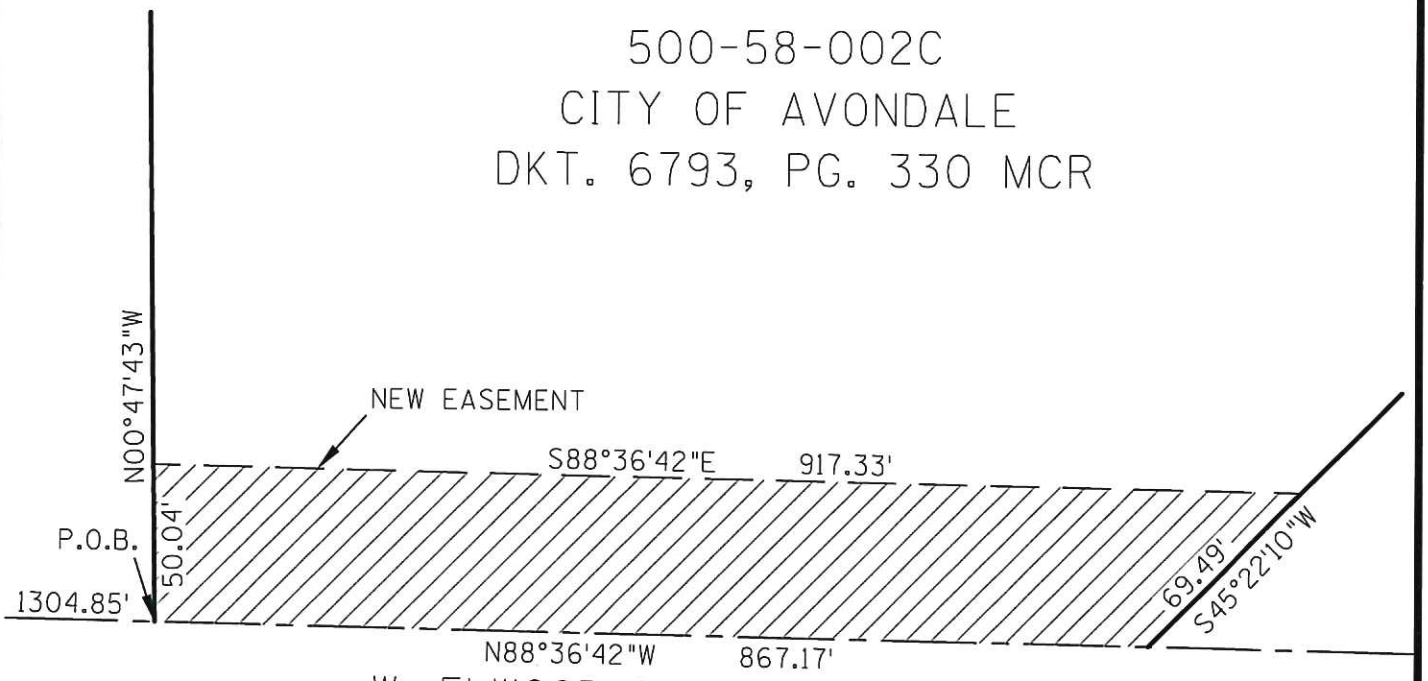
- ——— – ——— = SECTION LINE
- ——————— = PROPERTY LINE
- — — — — = EASEMENT LINES
- ▨ = NEW EASEMENT
- BCFL = BRASS CAP FLUSH
- BCHH = BRASS CAP IN HAND HOLE
- POB = POINT OF BEGINNING
- POC = POINT OF COMMENCEMENT
- ROW = RIGHT-OF-WAY
- ESMT = EASEMENT
- DKT = DOCKET
- MCR = MARICOPA COUNTY RECORDER
- FD = FOUND

EXHIBIT "A"


AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us


| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 02-27-19 | REV: | | | |
| SCALE: 1"=300' | | 1 | 2 | |

500-58-002C
CITY OF AVONDALE
DKT. 6793, PG. 330 MCR




DETAIL - NOT TO SCALE

NEW EASEMENT = 44,612 SQ. FT. MORE OR LESS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
Date Signed 2/27/19
ARIZONA, U.S.A.

# EXHIBIT "A"

AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us

| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 02-27-19 | REV: | | | |
| SCALE: NOT TO SCALE | | 2 | 2 | |

# GOODYEAR RAW WATER LINE EASEMENTS
# LEGAL DESCRIPTION
# NEW EASEMENT NO. 3 - AVONDALE BLVD. EASEMENT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 24, AND THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS CAP IN HAND HOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 19, FROM WHICH A BRASS CAP IN HAND HOLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 19, BEARS NORTH 00 DEGREES 13 MINUTES 47 SECONDS WEST (BASIS OF BEARINGS AS SHOWN ON BOOK 694, PAGE 38, MARICOPA COUNTY RECORDS), A DISTANCE OF 2643.15 FEET;

**THENCE** ALONG THE WEST LINE OF SAID SECTION 19, NORTH 00 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 1609.47 FEET TO THE **POINT OF BEGINNING;**

**THENCE** LEAVING SAID WEST LINE, NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST, A DISTANCE OF 33.00 FEET TO THE WEST RIGHT-OF-WAY LINE OF AVONDALE BOULEVARD;

**THENCE** ALONG SAID RIGHT-OF-WAY LINE, NORTH 00 DEGREES 13 MINUTES 47 SECONDS WEST, A DISTANCE OF 920.93 FEET;

**THENCE** LEAVING SAID RIGHT-OF-WAY LINE, NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 5.00 FEET;

**THENCE** SOUTH 00 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 904.93 FEET;

**THENCE** SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 28.00 FEET TO THE WEST LINE OF SAID SECTION 19;

**THENCE** LEAVING SAID WEST LINE, CONTINUING, SOUTH 89 DEGREES 59 MINUTES 50 SECONDS EAST, A DISTANCE OF 70.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF AVONDALE BOULEVARD;

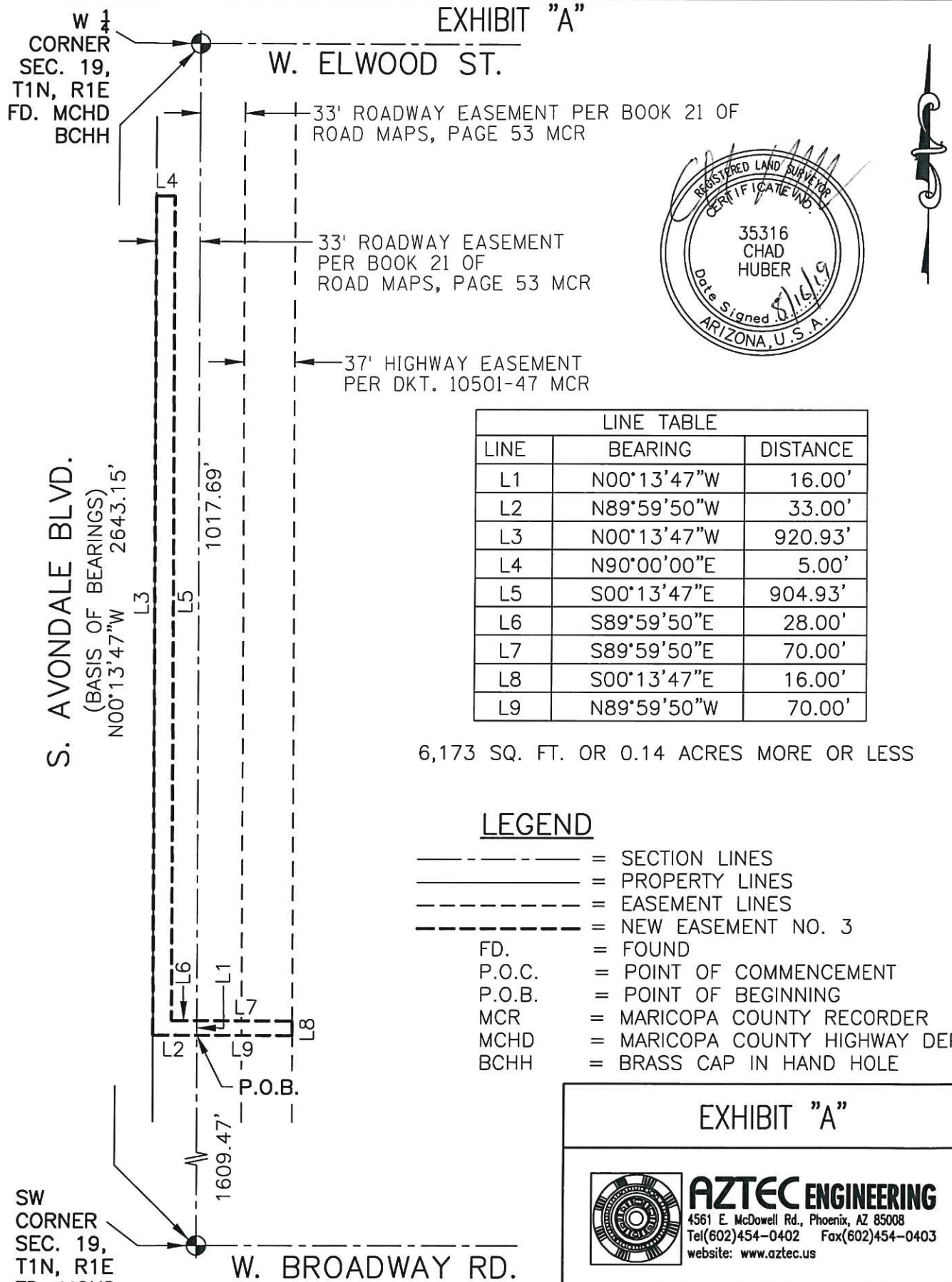
**THENCE** ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00 DEGREES 13 MINUTES 47 SECONDS EAST, A DISTANCE OF 16.00 FEET;

**THENCE** LEAVING SAID RIGHT-OF-WAY LINE, NORTH 89 DEGREES 59 MINUTES 50 SECONDS WEST. A DISTANCE OF 70.00 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 6,173 SQUARE FEET OR 0.14 ACRES, MORE OR LESS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.

# EXHIBIT "A"




REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35316
CHAD
HUBER
Date Signed 8/16/19
ARIZONA, U.S.A.

| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | DISTANCE |
| L1 | N00°13'47"W | 16.00' |
| L2 | N89°59'50"W | 33.00' |
| L3 | N00°13'47"W | 920.93' |
| L4 | N90°00'00"E | 5.00' |
| L5 | S00°13'47"E | 904.93' |
| L6 | S89°59'50"E | 28.00' |
| L7 | S89°59'50"E | 70.00' |
| L8 | S00°13'47"E | 16.00' |
| L9 | N89°59'50"W | 70.00' |

6,173 SQ. FT. OR 0.14 ACRES MORE OR LESS

## LEGEND

——·——·—— = SECTION LINES
———————— = PROPERTY LINES
– – – – – – – – = EASEMENT LINES
– – – – – – – – = NEW EASEMENT NO. 3
FD. = FOUND
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
MCR = MARICOPA COUNTY RECORDER
MCHD = MARICOPA COUNTY HIGHWAY DEPT.
BCHH = BRASS CAP IN HAND HOLE

EXHIBIT "A"


AZTEC ENGINEERING
4561 E. McDowell Rd., Phoenix, AZ 85008
Tel(602)454-0402 Fax(602)454-0403
website: www.aztec.us


| DR: GLG | CK: CWH | SHEET NO. | TOTAL SHEETS | |
|---|---|---|---|---|
| DATE: 8-16-19 | REV: | | | |
| SCALE: 1"=150' | | 1 | 1 | |

Item Number: 3.j.

# CITY COUNCIL REPORT

**SUBJECT:** Re-Plat of Verde Trails Unit I, Parcel 3 - Application PL-19-0242

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Re-Plat of Verde Trails Unit I, Parcel 3, approximately 27.26 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. The proposed Re-Plat eliminates an unneeded 20'x176' sewer easement in Tract M. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 3 Final Plat approved by City Council in May 2019. The Council will take appropriate action.

**BACKGROUND:**

Verde Trails Parcel 3 (Exhibits A, B, and C) is an approximately 27.26-acre parcel located west of the southwest corner of 107th Avenue and Broadway Road. The property is zoned Planned Area Development (PAD), originally approved by City Council in 2007 and amended in May 2018.

Parcel 3 is a portion of the planned 213-acre Verde Trails Unit I master development for which a Preliminary Plat was approved by City Council in August 2018 and amended in February 2019. Both the approved PAD zoning and the approved Preliminary Plat allow for development of Parcel 3 with a total of 113 minimum 50'x120' (6,000 square foot) lots for single-family residential use.

A master Final Plat for Verde Trails Unit I, which created the overall parcel boundaries for Verde Trails Unit I but did not divide the parcels into individual residential lots, was approved by City Council in February 2019. The master Final Plat has been recorded.

A Final Plat of Parcel 3, subdividing the 27.26-acre parcel into 113 single-family residential lots and 13 common area tracts in conformance with the approved PAD and Preliminary Plat was approved by Council in May 2019. The approved Parcel 3 Final Plat has not been recorded.

The majority of the Parcel 3 property features a General Plan Land Use Map designation of Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5. The northeast corner of the parcel is designated High Density Residential (HDR). The HDR designation accommodates development of patio homes, apartments, condominiums, and/or townhomes at a density of 12 to 30 dwelling units per acre and a target density of 20. The property's approved Planned Area Development (PAD) zoning and approved Preliminary Plat supersede the current General Plan designations that are applied to the site and the entire parcel will be developed with MDR.

Parcel 3 is surrounded by other portions of the planned Verde Trails master development:

**East:** Verde Trails Unit I Parcel 4, 25.8 acres to be developed with 115 single-family residential lots with a minimum area of 5,175 square feet.

**West:** Verde Trails Unit II, 35.5 acres to be developed with 78 single-family residential lots with a minimum area of 5,750 square feet and 68 single-family residential lots with a minimum area of 6,325 square feet.

**North:** Across Broadway Road, Verde Trails Unit I Parcel 2, 17.2 acres to be developed with 57 single-family residential lots with a minimum area of 6,910 square feet.

**South:** Across Wier Avenue, Verde Trails Unit I Parcels 9 and 10, 19.2 acres to be developed with 55 single-family residential lots with a minimum area of 8,105 square feet and the community's 4.4-acre central recreational area.

**SUMMARY OF REQUEST:**

The applicant is requesting approval of a Re-Plat (Exhibit E) for Verde Trails Unit I, Parcel 3.

The Parcel 3 Final Plat approved by City Council in May 2019 subdivided the 27.26-acre parcel into 113 single-family residential lots, 13 common area tracts, and dedicated rights-of-way and easements needed to serve the future residential community. Among the easements dedicated was an approximate 20'x176' sewer easement in Tract M, allowing for the future sewer line in Parkway Drive to be extended east to connect to Verde Trails Unit I, Parcel 4. Upon additional review of the sewer plans for the Verde Trails community, it was determined that a future sewer line was not needed in that location; the proposed Re-Plat eliminates this easement. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 3 Final Plat approved by City Council in May 2019.

**PUBLIC PARTICIPATION:**
Public notification is not required for Re-Plat applications.

**PLANNING COMMISSION ACTION:**
The Planning Commission does not review Re-Plat applications.

**ANALYSIS:**

- The proposed Re-Plat eliminates a sewer easement that is not needed to serve the future Verde Trails community. No other modifications to the approved Verde Trails Parcel 3 Final Plat are proposed as part of this Re-Plat.

- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, Verde Trails Planned Area Development (PAD) Development Plan, and meets all conditions of these prior approvals.

**DISCUSSION:**

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The proposed Re-Plat is in conformance with the Verde Trails PAD Development Plan, including conditions of approval.

3. The proposed Re-Plat is in conformance with the approved Verde Trails Unit I Preliminary Plat, including conditions of approval.

4. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

**STRATEGIC PLAN:**
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Provide multi-generational recreation events and programs.

**BUDGET IMPACT:**
No budget impacts.

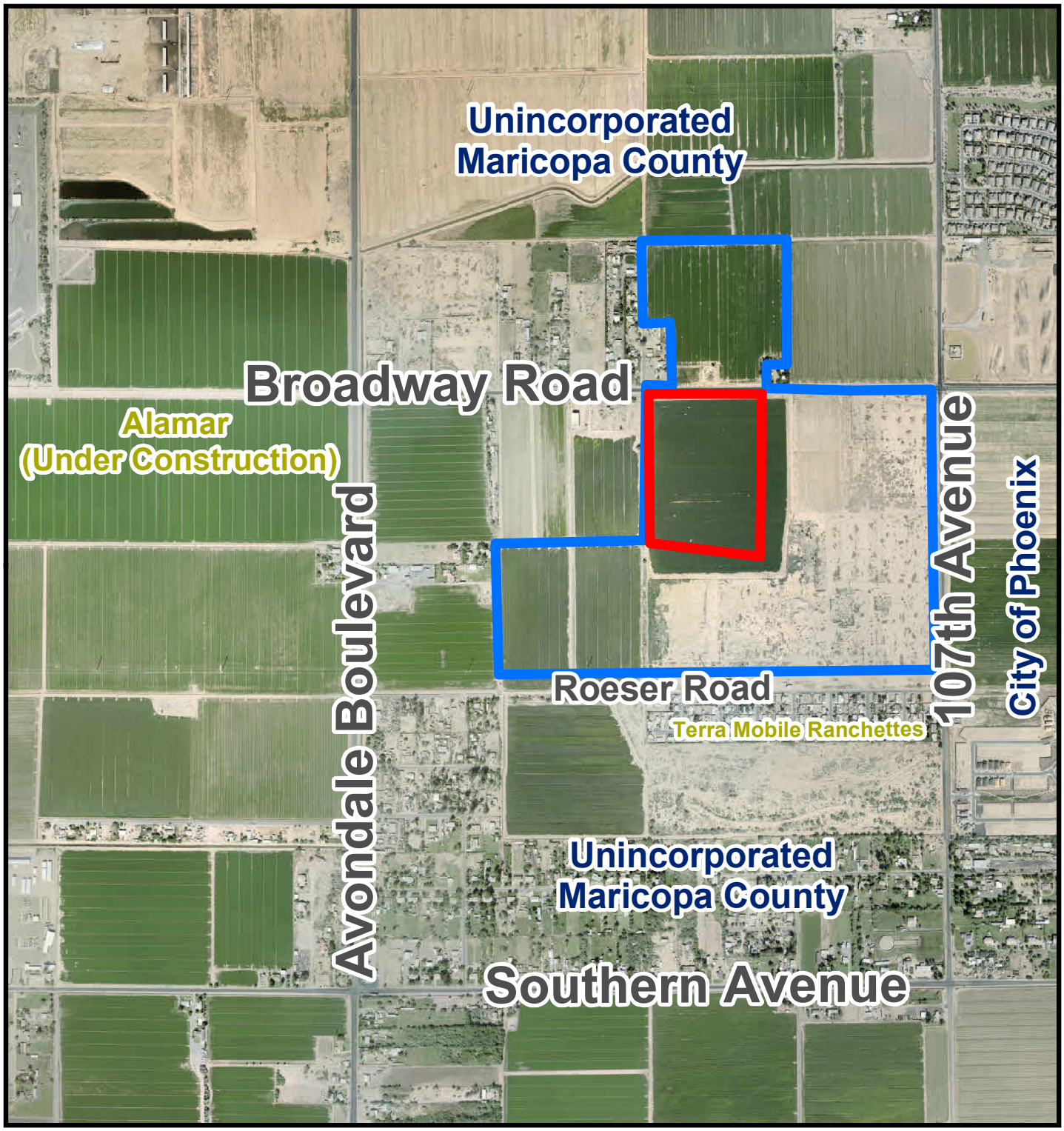
**RECOMMENDATION:**
No public hearing is required. The City Council will **APPROVE** Application PL-19-0242 Verde Trails Unit I Parcel 3, a request for a Re-Plat eliminating a sewer easement in Tract M, subject to the following two (2) conditions of approval:

1. The recorded plat shall be in conformance with the Verde Trails Unit I Parcel 3 Re-Plat submitted on November 6, 2019.

2. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required prior to issuance of any permits for this project.

**PROPOSED MOTION:**
I move that City Council **APPROVE** Application PL-19-0242 Verde Trails Unit I Parcel 3, a Re-Plat eliminating a sewer easement in Tract M, subject to two (2) recommended conditions of approval as listed in the staff report.

Exhibit A




# Aerial Photograph

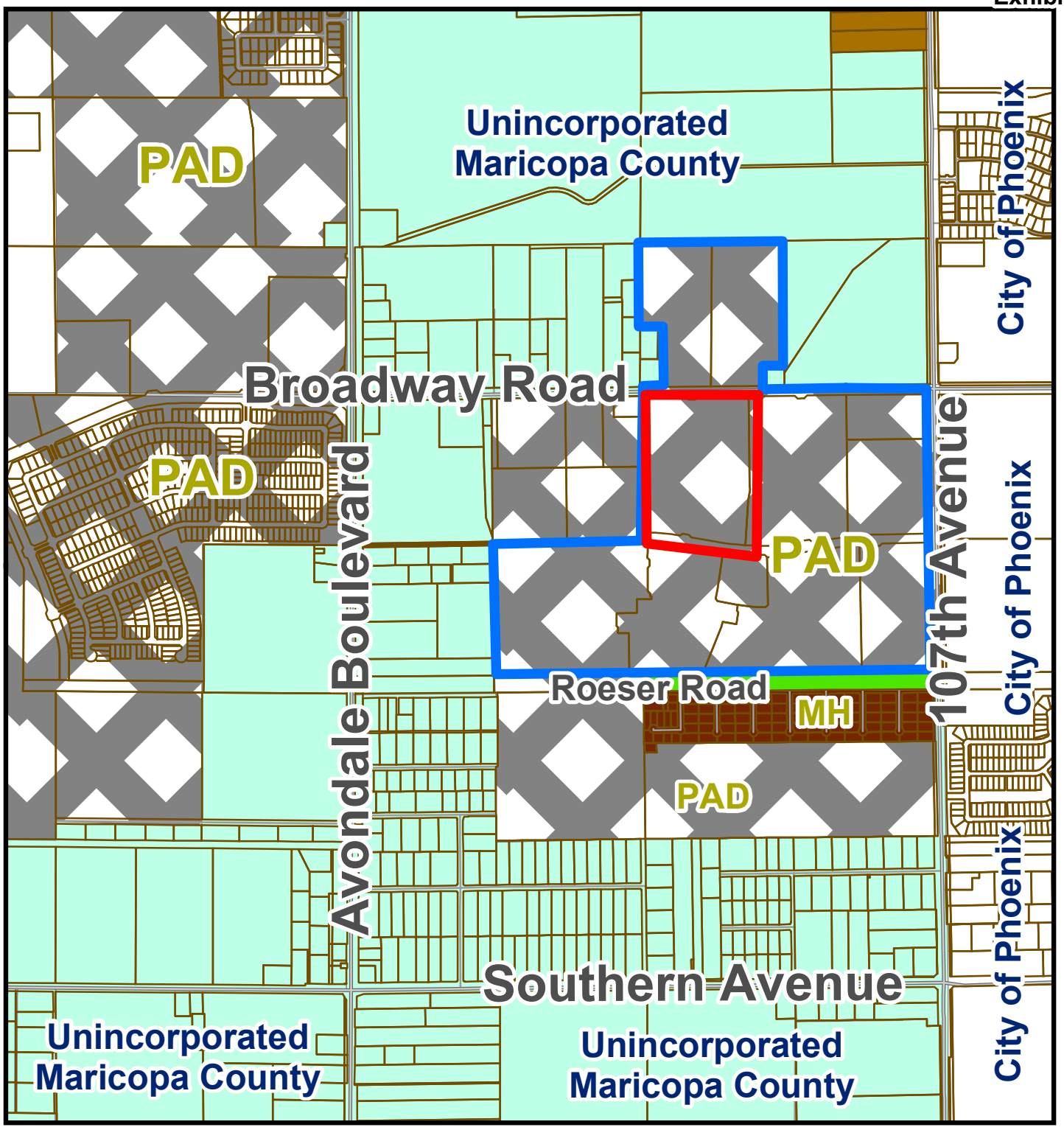
Avondale

Verde Trails Unit I

Parcel 3

N

Exhibit B



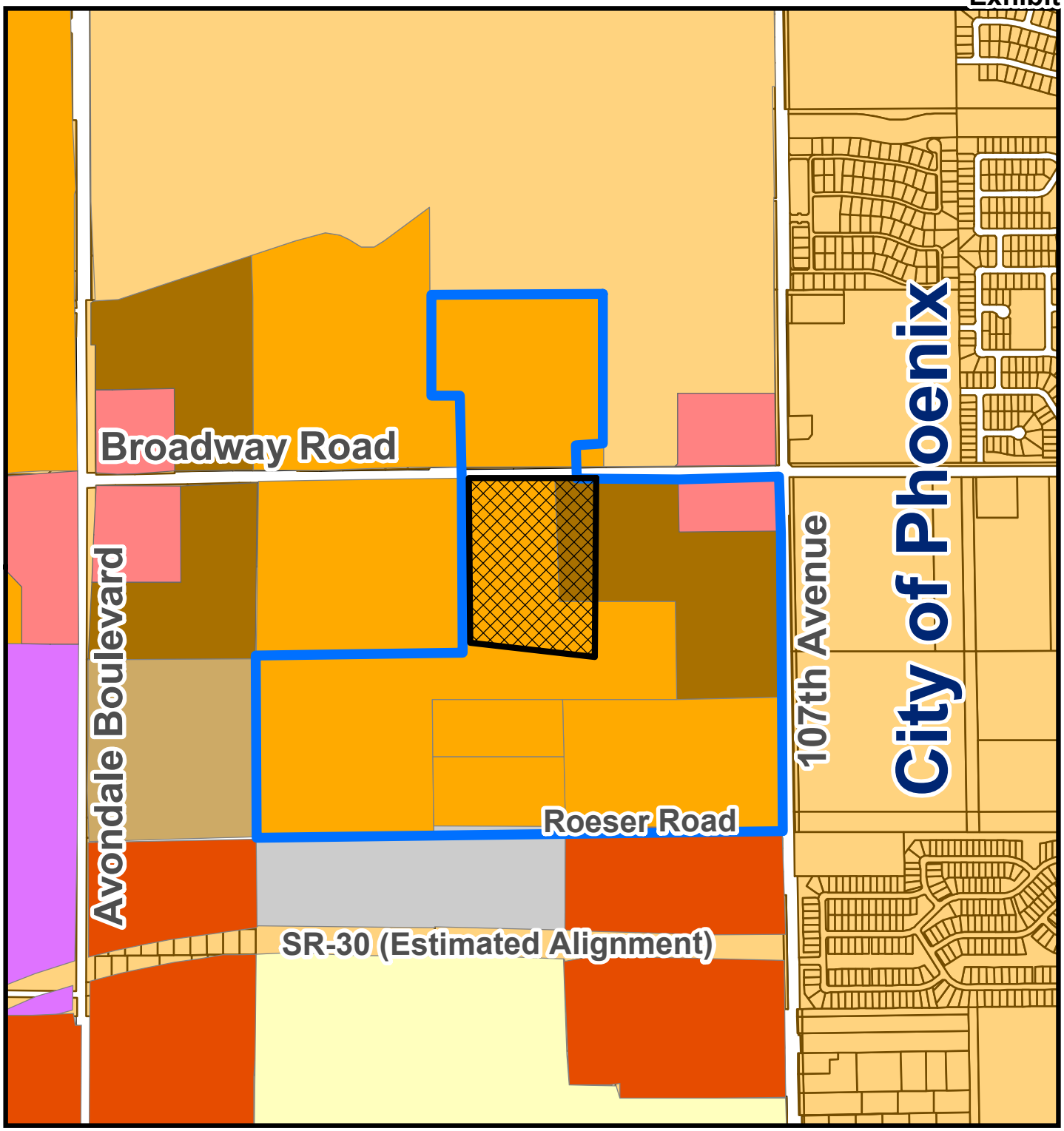

# Zoning Vicinity Map

Avondale

Verde Trails Unit I

Parcel 3

Exhibit C




# General Plan Land Use Map

- Medium Density Residential
- Estate Low Density Residential
- High Density Residential
- Rural Low Density Residential
- Medium/High Density Residential
- Local Commercial
- Mixed Use
- Freeway Commercial
- Office/Professional

Verde Trails Unit I

Parcel 3

N

Avondale

**Exhibit D**

*SUMMARY OF RELATED FACTS*
*APPLICATION PL-19-0242*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | Approximately 27.26 gross acres |
| LOCATION | West of the Southwest Corner of Broadway Road and 107th Avenue |
| PHYSICAL CHARACTERISTICS | Relatively flat, with frontage on Broadway Road |
| EXISTING LAND USE | Agricultural |
| EXISTING ZONING | Planned Area Development (PAD) |
| ZONING HISTORY | The property was annexed and zoned Hillcrest Planned Area Development (PAD) in November 2007. A Major Amendment to the PAD, revising lot sizes and development standards and changing the name of the community to Verde Trails, was approved by the City Council on May 21, 2018. The approved Verde Trails PAD allows for development of Parcel 3 with 113 single-family residences on lots with a minimum area of 6,000 square feet (50'x120').<br><br>A Preliminary Plat for Verde Trails Unit I, of which Parcel 3 is a part, was approved by in August 2018 and amended in February 2019.<br><br>A master Final Plat, creating the overall Parcel 3 boundaries in conformance with the approved PAD and Preliminary Plat but not dividing the parcel into individual residential lots, was approved by Council in February. The master Plat has been recorded.<br><br>A Final Plat of Parcel 3, subdividing the 27.26-acre parcel into 113 single-family residential lots and 13 common area tracts in conformance with the approved PAD and Preliminary Plat was approved by Council in May 2019. The approved Parcel 3 Final Plat has not been recorded. |
| DEVELOPMENT AGREEMENT | A Pre-Annexation Development Agreement (PADA) with Evergreen-Hillcrest, LLC, was approved in November 2007 and has subsequently been amended five times. The primary functions of the PADA are to spell out the developer's responsibility for reimbursing the City for the City's acquisition of the Rigby Water Company and assign responsibilities to the construction of off-site public infrastructure adjacent to the proposed Verde Trails development. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH OF BROADWAY ROAD | Verde Trails Unit I Parcel 2, 17.2 acres to be developed with 57 single-family residential lots with a minimum area of 6,910 square feet. |
| EAST | Verde Trails Unit I Parcel 4, 25.8 acres to be developed with 115 single-family |

| | |
|---|---|
| | residential lots with a minimum area of 5,175 square feet. |
| SOUTH | Verde Trails Unit I Parcels 9 and 10, 19.2 acres to be developed with 55 single-family residential lots with a minimum area of 8,105 square feet and the community's 4.4-acre central recreational area. |
| WEST | Verde Trails Unit II, 35.5 acres to be developed with 78 single-family residential lots with a minimum area of 5,750 square feet and 68 single-family residential lots with a minimum area of 6,325 square feet. |

| *GENERAL PLAN* |
|---|
| The majority of the Parcel 3 property features a General Plan Land Use Map designation of Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5. The northeast corner of the parcel is designated High Density Residential (HDR). The HDR designation accommodates development of patio homes, apartments, condominiums, and/or townhomes at a density of 12 to 30 dwelling units per acre and a target density of 20. The property's approved Planned Area Development (PAD) zoning and approved Preliminary Plat supersede the current General Plan designations that are applied to the site and the entire parcel will be developed with MDR. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District; Tolleson Union High School District |
| ELEMENTARY SCHOOL | Student's choice (No defined school). The closest district school is Quentin Elementary, located at the northwest corner of Whyman Avenue and 110th Drive within the Sanctuary community. |
| HIGH SCHOOL | La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard |

| *STREETS* | |
|---|---|
| **Broadway Road** | |
| Classification | Major Collector |
| Existing half-street ROW | 50 feet |
| Standard half-street ROW | 50 feet |
| Existing half-street improvements | 1 travel lane |
| Standard half-street improvements | 2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping. |
| **Wier Avenue** | |
| Classification | Minor Collector |
| Existing half-street ROW | 40 feet |
| Standard half-street ROW | 40 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 1travel lanes, ½ center landscaped median, bike lane, curb and gutter, detached sidewalks, street lights and landscaping. |

| *UTILITIES* |
| --- |
| There are currently no water lines in Broadway Road adjacent to the site. A 16" water line will Be installed by the developer to provide water service to Parcel 3.<br><br>There are currently no sewer lines in Broadway Road adjacent to the site. A sewer line, size to be determined based upon estimated demand from future development in the area, will be required to be installed by the developer in Broadway Road. |

# Exhibit E

## Proposed Re-Plat

Verde Trails Unit I, Parcel 3

SUBMITTED NOVEMBER 6, 2019

# FINAL PLAT
FOR
# "VERDE TRAILS - PARCEL 3"
BEING A RE-PLAT OF PARCEL 3 AS SHOWN ON THE MASTER PLAT FOR VERDE TRAILS UNIT 1, PHASE 1, AS RECORDED IN BOOK 1452, PAGE 15, OF MARICOPA COUNTY RECORDS, BEING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION
STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THAT **HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCEL 3, BEING A RE-PLAT UNDER THE NAME **"VERDE TRAILS – PARCEL 3"** BEING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF **"VERDE TRAILS – PARCEL 3"** HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH STREET, LOT AND TRACT SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT. THE OWNERS, AS LISTED ABOVE, HEREBY DEDICATES IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE STREET RIGHTS OF WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

TRACTS A THROUGH M ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE **VERDE TRAILS HOMEOWNER ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION.**

THE CITY OF AVONDALE IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS A THROUGH M. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A HOMEOWNERS' ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS AND/OR HARDSCAPE.

NOTWITHSTANDING THE FOREGOING, **HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER", HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT THAT HAS BEEN OR WILL BE ESTABLISHED. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO A SUBSEQUENT DEVELOPMENT AGREEMENT THAT MAY BE ENTERED INTO AMONG THE OWNER, SUCH DISTRICT AND THE MUNICIPALITY.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH SUBSEQUENT DEVELOPMENT AGREEMENT AND NOVEMBER 1, 2065.

IN WITNESS WHEREOF:

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF _____, ITS _____ THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2019.

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP**

BY: _____

ITS: _____

## ACKNOWLEDGMENT
STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

BEFORE ME THIS ____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF **HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AND ACKNOWLEDGED THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

| SITE DATA | | |
|---|---|---|
| GROSS AREA | 1,187,555 SQ. FT. | 27.2625 AC. |
| RIGHT OF WAY | 232,458 SQ. FT. | 5.3365 AC. |
| NET AREA | 955,097 SQ. FT. | 21.9260 AC. |
| STREET LENGTHS | 4,555 LINEAR FT. | |
| TOTAL LOTS | 113 | |
| DENSITY (GROSS) | 4.1 D.U. / ACRE | |
| DENSITY (NET) | 5.2 D.U. / ACRE | |
| EXISTING ZONING | P.A.D. | |
| TOTAL TRACT AREA * | 242,268 SQ. FT. | 5.5617 AC. |

* SEE SHEET 2 OF 5 FOR TRACT TABLES

## OWNER
HILLCREST RESIDENTIAL 1, LP
17700 N. PACESETTER WAY
SCOTTSDALE, ARIZONA 85255
PHONE:(480) 515-3255
CONTACT: TIM BRISLIN
tbrislin@harvardinvestments.com

## SURVEYOR
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS
kpangus@hilgartwilson.com

## UTILITIES
WATER – CITY OF AVONDALE
SEWER – CITY OF AVONDALE
REFUSE COLLECTION – CITY OF AVONDALE
FIRE PROTECTION – CITY OF AVONDALE
POLICE PROTECTION – CITY OF AVONDALE
ELECTRIC – SALT RIVER PROJECT
CABLE/TELEPHONE – CENTURYLINK/COX COMMUNICATIONS
GAS – SOUTHWEST GAS CORPORATION

## SHEET INDEX

FP01–COVER SHEET

FP02–TRACT TABLE, LOT TABLE, KEY MAP, DETAIL

FP03–FP05–PLAT SHEETS


## AREA
GROSS = 27.2625 ACRES / 1,187,555 SQ. FT.

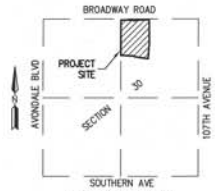
NET (LESS R/W) = 21.9260 ACRES / 955,097 SQ. FT.

## BASIS OF BEARING
BASIS OF BEARING IS S00°08'28"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

## 100-YEAR ASSURED WATER SUPPLY
THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

## LEGAL DESCRIPTION
A PORTION OF LAND BEING SITUATED WITHIN NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 30 FROM WHICH A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER THEREOF BEARS SOUTH 00°08'28" WEST, 2620.61 FEET;
THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 88°42'23" EAST, 2544.30 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 30;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°56'08" EAST, 50.00 FEET TO THE SOUTH RIGHT-OF-WAY OF BROADWAY ROAD, BEING THE **POINT OF BEGINNING;**
THENCE NORTH 89°12'39" EAST, 408.26 FEET ALONG SAID SOUTH RIGHT-OF-WAY;
THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 45°47'21" EAST, 35.36 FEET;
THENCE NORTH 89°12'39" EAST, 60.00 FEET;
THENCE NORTH 44°12'39" EAST, 35.36 FEET TO SAID SOUTH RIGHT-OF-WAY OF BROADWAY ROAD;
THENCE NORTH 89°12'39" EAST, 446.43 FEET;
THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 00°47'21" EAST, 774.14 FEET;
THENCE SOUTH 01°17'35" EAST, 50.00 FEET;
THENCE SOUTH 07°56'45" WEST, 96.94 FEET;
THENCE SOUTH 03°34'13" WEST, 395.38 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2460.00 FEET, THE CENTER OF WHICH BEARS NORTH 03°34'13" EAST;
THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°08'11", AN ARC LENGTH OF 263.47 FEET TO A TANGENT LINE;
THENCE NORTH 80°17'36" WEST, 219.35 FEET;
THENCE NORTH 36°50'21" WEST, 27.55 FEET;
THENCE NORTH 79°17'22" WEST, 60.01 FEET;
THENCE SOUTH 54°42'19" WEST, 28.28 FEET;
THENCE NORTH 80°17'36" WEST, 33.03 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1290.00 FEET;
THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°40'33", AN ARC LENGTH OF 240.36 FEET TO A TANGENT LINE;
THENCE SOUTH 89°01'52" WEST, 70.64 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;
THENCE ALONG SAID WEST LINE, NORTH 00°56'08" WEST, 1194.60 FEET TO THE **POINT OF BEGINNING.**



VICINITY MAP
NOT TO SCALE

## NOTES
1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY AND LANDSCAPE MEDIANS ARE TO BE MAINTAINED BY THE **VERDE TRAILS HOMEOWNER ASSOCIATION, AN ARIZONA NON PROFIT ORGANIZATION,** EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES UNDER 69KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID).
8. LOTS THAT REQUIRE POSITIONING THE NON-LIVING SPACE SIDE WITH INTERSECTION TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (LOTS 12, 18, 34 AND 59)
9. ALL STORM DRAIN PIPES FROM THE CATCH BASINS TO THE RETENTION BASINS, AND ALL SPILLWAYS FROM THE SCUPPERS TO THE RETENTION BASINS, SHALL BE MAINTAINED BY THE HOA.

## BOUNDARY CORNER NOTIFICATION
PER THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS (ADOPTED FEB. 6, 2010), EXTERIOR BOUNDARY CORNERS WILL BE SET BY THE SURVEYOR WHO CERTIFIED THIS PLAT. IT IS THE RESPONSIBILITY OF THE SUBDIVIDER TO ENSURE THAT INTERIOR CORNERS OF THE SUBDIVISION ARE SET (I) WITHIN NINETY (90) DAYS AFTER COMPLETION OF THE CONSTRUCTION IMPROVEMENTS, OR (II) WITHIN TWO (2) YEARS AFTER RECORDATION OF THE SUBDIVISION PLAT. WHICHEVER DATE IS FIRST TO OCCUR. THE INTERIOR CORNERS OF THE SUBDIVISION MAY BE STAKED BY SURVEYORS OTHER THAN WHO CERTIFIED THIS SURVEY. IT WILL BE THE RESPONSIBILITY OF THE OTHER SURVEYOR WHO STAKES THE INTERIOR CORNERS OF THE SUBDIVISION TO RECORD A "RECORD OF SURVEY" WITH THE COUNTY RECORDER, CONSISTENT WITH CURRENT ARIZONA BOUNDARY MINIMUM STANDARDS.

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP**

BY: _____

ITS: _____

## SURVEYORS CERTIFICATION
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

## APPROVALS AND ACCEPTANCE OF DEDICATION
PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS_____ DAY OF_____, 2019

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

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ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016
www.hilgartwilson.com

VERDE TRAILS - PARCEL 3
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA
FINAL PLAT

PROJ. NO.: 1377
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO: PL-18-0316

DWG. NO.
FP01
SHT. 1 OF 5

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 1 | 6000 | 0.138 |
| LOT : 2 | 6000 | 0.138 |
| LOT : 3 | 6000 | 0.138 |
| LOT : 4 | 6250 | 0.143 |
| LOT : 5 | 8344 | 0.192 |
| LOT : 6 | 11657 | 0.268 |
| LOT : 7 | 10101 | 0.232 |
| LOT : 8 | 6110 | 0.140 |
| LOT : 9 | 6106 | 0.140 |
| LOT : 10 | 6099 | 0.140 |
| LOT : 11 | 6093 | 0.140 |
| LOT : 12 | 6086 | 0.140 |
| LOT : 13 | 6080 | 0.140 |
| LOT : 14 | 6074 | 0.139 |
| LOT : 15 | 6067 | 0.139 |
| LOT : 16 | 6061 | 0.139 |
| LOT : 17 | 6054 | 0.139 |
| LOT : 18 | 6048 | 0.139 |
| LOT : 19 | 6042 | 0.139 |
| LOT : 20 | 6035 | 0.139 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 21 | 6029 | 0.138 |
| LOT : 22 | 6023 | 0.138 |
| LOT : 23 | 6001 | 0.138 |
| LOT : 24 | 6121 | 0.141 |
| LOT : 25 | 6000 | 0.138 |
| LOT : 26 | 6000 | 0.138 |
| LOT : 27 | 6449 | 0.148 |
| LOT : 28 | 6832 | 0.157 |
| LOT : 29 | 7119 | 0.163 |
| LOT : 30 | 6111 | 0.140 |
| LOT : 31 | 6611 | 0.152 |
| LOT : 32 | 6153 | 0.141 |
| LOT : 33 | 6816 | 0.156 |
| LOT : 34 | 6084 | 0.140 |
| LOT : 35 | 6085 | 0.140 |
| LOT : 36 | 6085 | 0.140 |
| LOT : 37 | 6085 | 0.140 |
| LOT : 38 | 6510 | 0.149 |
| LOT : 39 | 6225 | 0.143 |
| LOT : 40 | 6150 | 0.141 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 41 | 6159 | 0.141 |
| LOT : 42 | 6297 | 0.145 |
| LOT : 43 | 6371 | 0.146 |
| LOT : 44 | 6311 | 0.145 |
| LOT : 45 | 6000 | 0.138 |
| LOT : 46 | 6000 | 0.138 |
| LOT : 47 | 6000 | 0.138 |
| LOT : 48 | 6010 | 0.138 |
| LOT : 49 | 6010 | 0.138 |
| LOT : 50 | 6000 | 0.138 |
| LOT : 51 | 6000 | 0.138 |
| LOT : 52 | 6000 | 0.138 |
| LOT : 53 | 6008 | 0.138 |
| LOT : 54 | 6201 | 0.142 |
| LOT : 55 | 6323 | 0.145 |
| LOT : 56 | 6387 | 0.147 |
| LOT : 57 | 6172 | 0.142 |
| LOT : 58 | 6000 | 0.138 |
| LOT : 59 | 6568 | 0.151 |
| LOT : 60 | 6568 | 0.151 |

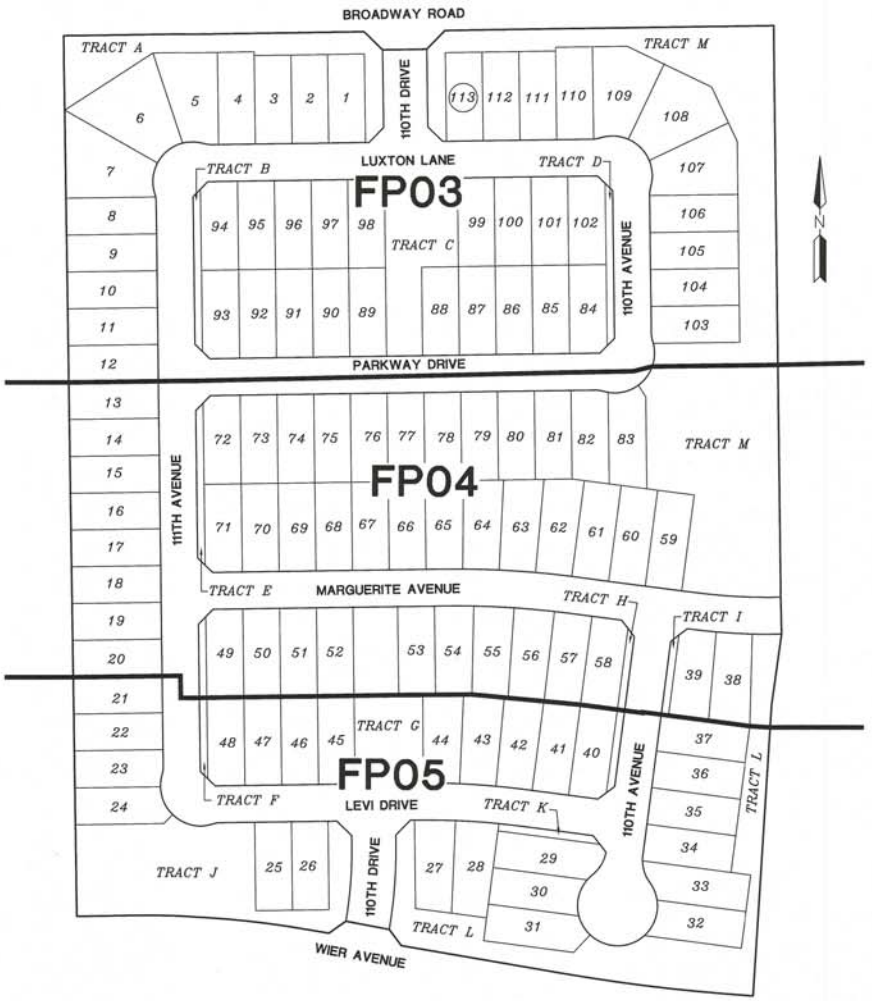
| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 61 | 6576 | 0.151 |
| LOT : 62 | 6777 | 0.156 |
| LOT : 63 | 6493 | 0.149 |
| LOT : 64 | 6310 | 0.145 |
| LOT : 65 | 6128 | 0.141 |
| LOT : 66 | 6000 | 0.138 |
| LOT : 67 | 6000 | 0.138 |
| LOT : 68 | 6000 | 0.138 |
| LOT : 69 | 6000 | 0.138 |
| LOT : 70 | 6000 | 0.138 |
| LOT : 71 | 6010 | 0.138 |
| LOT : 72 | 6010 | 0.138 |
| LOT : 73 | 6000 | 0.138 |
| LOT : 74 | 6000 | 0.138 |
| LOT : 75 | 6000 | 0.138 |
| LOT : 76 | 6000 | 0.138 |
| LOT : 77 | 6000 | 0.138 |
| LOT : 78 | 6000 | 0.138 |
| LOT : 79 | 6000 | 0.138 |
| LOT : 80 | 6000 | 0.138 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 81 | 6000 | 0.138 |
| LOT : 82 | 6158 | 0.141 |
| LOT : 83 | 6576 | 0.151 |
| LOT : 84 | 6010 | 0.138 |
| LOT : 85 | 6000 | 0.138 |
| LOT : 86 | 6000 | 0.138 |
| LOT : 87 | 6000 | 0.138 |
| LOT : 88 | 6000 | 0.138 |
| LOT : 89 | 6000 | 0.138 |
| LOT : 90 | 6000 | 0.138 |
| LOT : 91 | 6000 | 0.138 |
| LOT : 92 | 6000 | 0.138 |
| LOT : 93 | 6010 | 0.138 |
| LOT : 94 | 6010 | 0.138 |
| LOT : 95 | 6000 | 0.138 |
| LOT : 96 | 6000 | 0.138 |
| LOT : 97 | 6000 | 0.138 |
| LOT : 98 | 6000 | 0.138 |
| LOT : 99 | 6000 | 0.138 |
| LOT : 100 | 6000 | 0.138 |

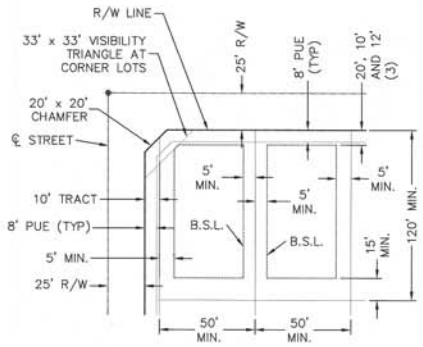
| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 101 | 6000 | 0.138 |
| LOT : 102 | 6010 | 0.138 |
| LOT : 103 | 6001 | 0.138 |
| LOT : 104 | 6000 | 0.138 |
| LOT : 105 | 6000 | 0.138 |
| LOT : 106 | 6007 | 0.138 |
| LOT : 107 | 8703 | 0.200 |
| LOT : 108 | 9745 | 0.224 |
| LOT : 109 | 8861 | 0.203 |
| LOT : 110 | 6250 | 0.143 |
| LOT : 111 | 6000 | 0.138 |
| LOT : 112 | 6000 | 0.138 |
| LOT : 113 | 6000 | 0.138 |

| TRACT TABLE | | |
|---|---|---|
| TRACT | AREA (ACRES) | USE |
| TRACT A | 0.4308 | COMMON AREA & DRAINAGE |
| TRACT B | 0.0482 | COMMON AREA |
| TRACT C | 0.4077 | COMMON AREA & DRAINAGE |
| TRACT D | 0.0482 | COMMON AREA & DRAINAGE |
| TRACT E | 0.0482 | COMMON AREA |
| TRACT F | 0.0482 | COMMON AREA |
| TRACT G | 0.4233 | COMMON AREA & DRAINAGE |
| TRACT H | 0.0494 | COMMON AREA |
| TRACT I | 0.0241 | COMMON AREA |
| TRACT J | 0.8532 | COMMON AREA & DRAINAGE |
| TRACT K | 0.0318 | COMMON AREA & DRAINAGE |
| TRACT L | 0.9387 | COMMON AREA & DRAINAGE |
| TRACT M | 2.2098 | COMMON AREA & DRAINAGE |

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.
3. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.




KEY MAP




TYPICAL LOT SETBACKS 6000 DISTRICT
SCALE = N.T.S.
MIN LOT AREA 6,000 SQ FT, 50'X120'

NOTES:
(1) A MINIMUM 5' SIDE SETBACK WILL BE REQUIRED FOR ALL DETACHED PRODUCT. IN ALL CONDITIONS WITH A 5'/5' SIDE SETBACK, THE AIR CONDITIONING UNIT WILL BE REQUIRED TO BE PLACED IN THE REAR YARD AND/OR LOCATED ON THE SIDE YARD OPPOSITE THE ACCESS GATE.

(2) FIREPLACES, BAY WINDOWS AND OTHER BUILDING POP-OUTS WILL ENCROACH INTO FRONT, SIDE AND REAR SETBACKS A MAXIMUM OF 3'.

(3) MEASURED FROM BACK OF SIDEWALK: 20' TO FACE OF GARAGE, 12' TO LIVABLE AREA, AND 10' TO SIDE-ENTRY GARAGE.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANOLIS
04-09-20

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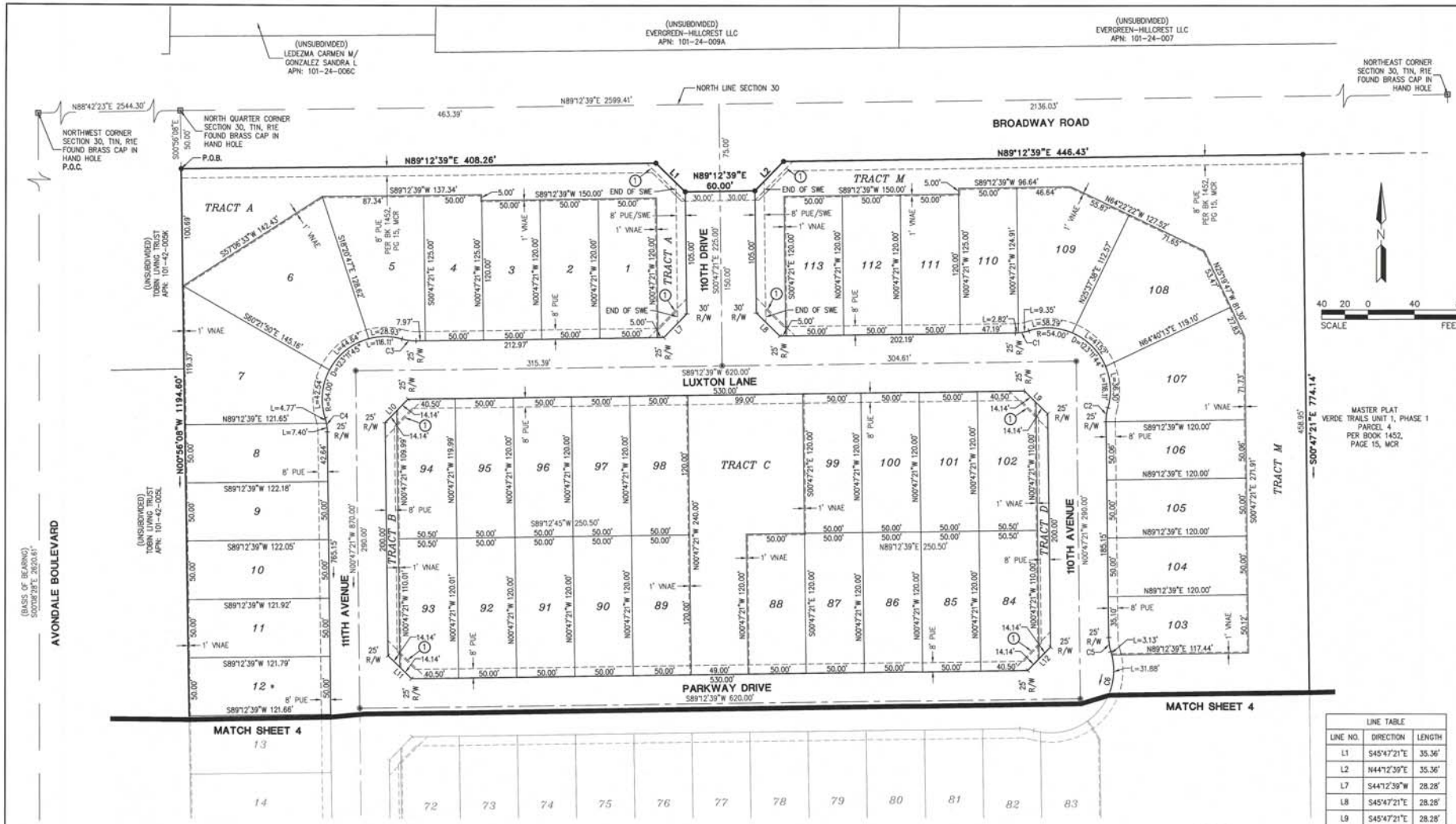
VERDE TRAILS - PARCEL 3
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA
FINAL PLAT

PROJ. NO.: 1377
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:
PL-18-0316

DWG. NO.
FP02
SHT. 2 OF 5




## LEGEND

| | | | |
|---|---|---|---|
| ○ | FOUND MONUMENT AS NOTED | R/W | RIGHT-OF-WAY |
| ⊡ | FOUND BRASS CAP IN HAND HOLE | PUE | PUBLIC UTILITY EASEMENT |
| ⊙ | FOUND BRASS CAP FLUSH | VNAE | VEHICLE NON-ACCESS EASEMENT |
| ● | SET 1/2" REBAR W/ CAP RLS 19344 OR AS NOTED | BK | BOOK |
| ⊛ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" | PG | PAGE |
| | | SWE | SIDEWALK EASEMENT |
| | | P.O.B. | POINT OF BEGINNING |
| | BOUNDARY LINE | P.O.C. | POINT OF COMMENCEMENT |
| | SECTION LINE | MCR | MARICOPA COUNTY RECORDS |
| | CENTER LINE | RLS | REGISTERED LAND SURVEYOR |
| | RIGHT OF WAY | APN | ASSESSOR PARCEL NUMBER |
| | PARCEL LINE | ① | 33'X33' SIGHT VISIBILITY TRIANGLE |
| | EASEMENT LINE | * | HEADLIGHT INTRUSION (SEE NOTE 8) |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE NO. | RADIUS | DELTA | LENGTH |
| C1 | 42.00' | 16°35'52" | 12.17' |
| C2 | 42.00' | 16°35'52" | 12.17' |
| C3 | 42.00' | 16°35'52" | 12.17' |
| C4 | 42.00' | 16°35'52" | 12.17' |
| C5 | 42.00' | 16°35'52" | 12.17' |
| C6 | 54.00' | 123°11'45" | 116.11' |

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S45°47'21"E | 35.36' |
| L2 | N44°12'39"E | 35.36' |
| L7 | S44°12'39"W | 28.28' |
| L8 | S45°47'21"E | 28.28' |
| L9 | S45°47'21"E | 28.28' |
| L10 | N44°12'39"E | 28.28' |
| L11 | N45°47'21"W | 28.28' |
| L12 | S44°12'39"W | 28.28' |

REGISTERED LAND SURVEYOR CERTIFICATE NO. 19344 KIRK J. PANGUS

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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www.hilgartwilson.com

# VERDE TRAILS - PARCEL 3

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## FINAL PLAT

STATUS:
MUNICIPAL TRACKING NO: PL-18-0316
PROJ. NO.: 1377
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP

DWG. NO.
FP03
SHT. 3 OF 5

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## LEGEND

- FOUND MONUMENT AS NOTED
- FOUND BRASS CAP IN HAND HOLE
- FOUND BRASS CAP FLUSH
- SET 1/2" REBAR W/ CAP RLS 19344 OR AS NOTED
- SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B"
- BOUNDARY LINE
- SECTION LINE
- CENTER LINE
- RIGHT OF WAY
- PARCEL LINE
- EASEMENT LINE

| | |
|---|---|
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| BK | BOOK |
| PG | PAGE |
| SWE | SIDEWALK EASEMENT |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |
| ① | 33'X33' SIGHT VISIBILITY TRIANGLE |
| * | HEADLIGHT INTRUSION (SEE NOTE 8) |

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L13 | S44°12'39"W | 28.28' |
| L14 | N45°47'21"W | 28.28' |
| L15 | S44°12'39"W | 28.28' |
| L16 | S37°37'24"E | 28.28' |
| L17 | N52°22'36"E | 28.28' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE NO. | RADIUS | DELTA | LENGTH |
| C6 | 54.00' | 123°11'45" | 116.11' |
| C7 | 42.00' | 16°35'52" | 12.17' |


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# VERDE TRAILS - PARCEL 3

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

FINAL PLAT

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PROJ. NO.: 1377
STATUS:
DATE: SEPT 2019
SCALE: AS SHOWN
MUNICIPAL TRACKING NO:
DRAWN: GS
PL-18-0316
APPROVED: KJP

DWG. NO.
FP04
SHT. 4 OF 5

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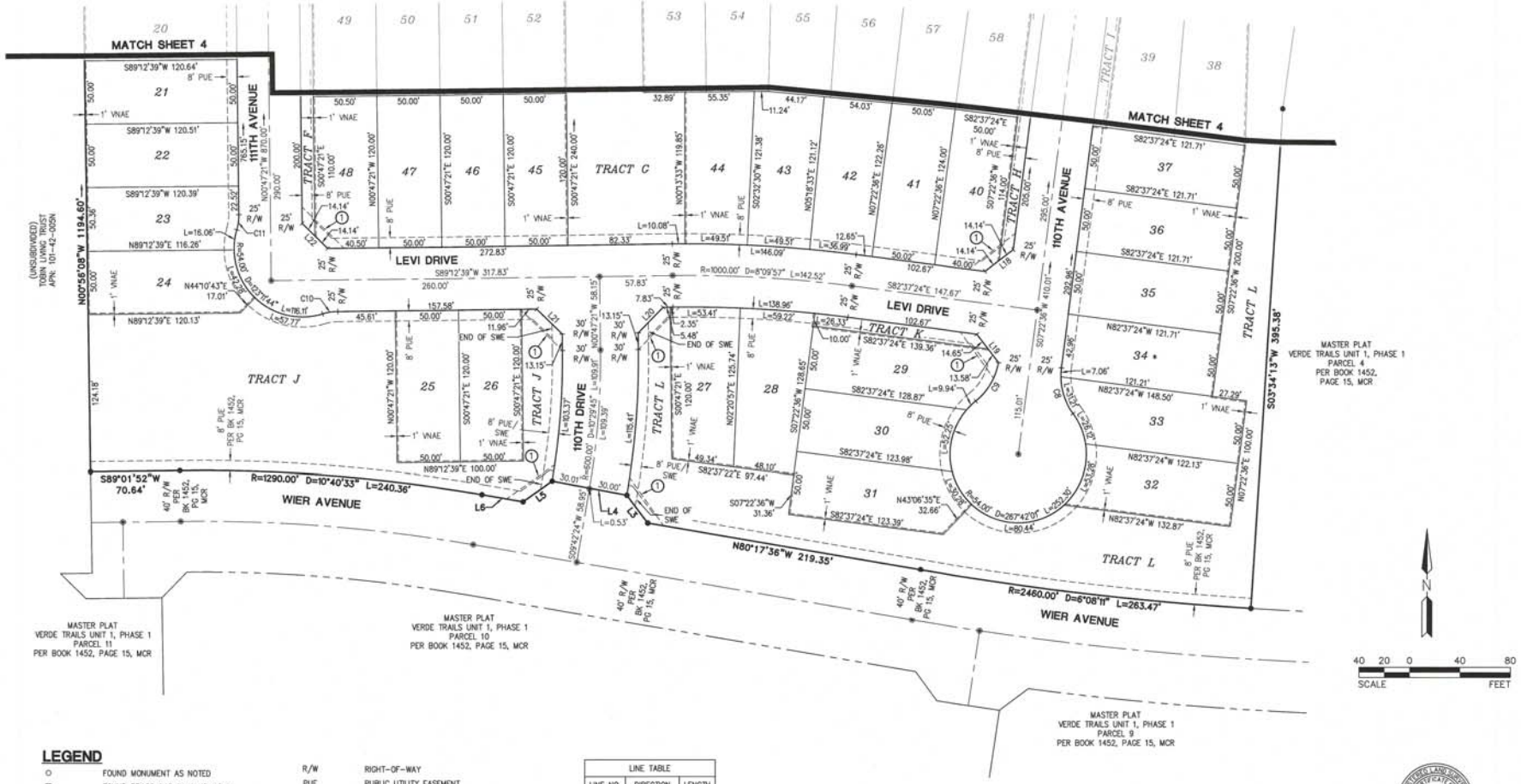


## LEGEND

| | | | |
|---|---|---|---|
| ○ | FOUND MONUMENT AS NOTED | R/W | RIGHT-OF-WAY |
| ⊡ | FOUND BRASS CAP IN HAND HOLE | PUE | PUBLIC UTILITY EASEMENT |
| ⊙ | FOUND BRASS CAP FLUSH | VNAE | VEHICLE NON-ACCESS EASEMENT |
| ● | SET 1/2" REBAR W/ CAP RLS 19344 OR AS NOTED | BK | BOOK |
| ⊛ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" | PG | PAGE |
| | | SWE | SIDEWALK EASEMENT |
| | | P.O.B. | POINT OF BEGINNING |
| | BOUNDARY LINE | P.O.C. | POINT OF COMMENCEMENT |
| | SECTION LINE | MCR | MARICOPA COUNTY RECORDS |
| | CENTER LINE | RLS | REGISTERED LAND SURVEYOR |
| | RIGHT OF WAY | APN | ASSESSOR PARCEL NUMBER |
| | PARCEL LINE | ① | 33'X33' SIGHT VISIBILITY TRIANGLE |
| | EASEMENT LINE | * | HEADLIGHT INTRUSION (SEE NOTE 8) |

LINE TABLE

| LINE NO. | DIRECTION | LENGTH |
|---|---|---|
| L3 | N36°50'21"W | 27.55' |
| L4 | N79°17'22"W | 60.01' |
| L5 | S54°42'19"W | 28.28' |
| L6 | N80°17'36"W | 33.03' |
| L18 | N52°22'36"E | 28.28' |
| L19 | S37°37'24"E | 28.23' |
| L20 | N44°12'39"E | 28.28' |
| L21 | N45°47'21"W | 28.28' |
| L22 | N45°47'21"W | 28.28' |

CURVE TABLE

| CURVE NO. | RADIUS | DELTA | LENGTH |
|---|---|---|---|
| C8 | 50.00' | 43°51'01" | 38.27' |
| C9 | 50.00' | 41°33'36" | 36.27' |
| C10 | 42.00' | 16°35'52" | 12.17' |
| C11 | 42.00' | 16°35'52" | 12.17' |

REGISTERED LAND SURVEYOR CERTIFICATE NO. 19344 KIRK J. PANGUS 4-24-2019 ARIZONA U.S.A.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
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PHOENIX, AZ 85016 www.hilgartwilson.com

# VERDE TRAILS - PARCEL 3

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

FINAL PLAT

STATUS:

MUNICIPAL TRACKING NO: PL-18-0316

PROJ. NO.: 1377
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP

DWG. NO.
FP05
SHT. 5 OF 5

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Item Number: 3.k.

# CITY COUNCIL REPORT

**SUBJECT:** Re-Plat of Verde Trails Unit I, Parcel 4 - Application PL-19-0243

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request by Mr. Paul Haas, HILGARTWILSON, LLC, for approval of a Re-Plat of Verde Trails Unit I, Parcel 4, approximately 25.82 gross acres located west of the southwest corner of 107th Avenue and Broadway Road. The proposed Re-Plat eliminates an unneeded 20'x149' sewer easement in Tract A. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 4 Final Plat approved by City Council in May 2019. The Council will take appropriate action.

**BACKGROUND:**

Verde Trails Parcel 4 (Exhibits A, B, and C) is an approximately 25.82-acre parcel located west of the southwest corner of 107th Avenue and Broadway Road. The property is zoned Planned Area Development (PAD), originally approved by City Council in 2007 and amended in May 2018.

Parcel 4 is a portion of the planned 213-acre Verde Trails Unit I master development for which a Preliminary Plat was approved by City Council in August 2018 and amended in February 2019. Both the approved PAD zoning and the approved Preliminary Plat allow for development of Parcel 4 with a total of 115 minimum 45'x115' (5,175 square foot) lots for single-family residential use.

A master Final Plat for Verde Trails Unit I, which created the overall parcel boundaries for Verde Trails Unit I but did not divide the parcels into individual residential lots, was approved by City Council in February 2019. The master Final Plat has been recorded.

A Final Plat of Parcel 4, subdividing the 25.82-acre parcel into 115 single-family residential lots and 12 common area tracts in conformance with the approved PAD and Preliminary Plat was approved by Council in May 2019. The approved Parcel 4 Final Plat has not been recorded.

The majority of the Parcel 4 property features a General Plan Land Use Map designation of High Density Residential (HDR). The HDR designation accommodates development of patio homes, apartments, condominiums, and/or townhomes at a density of 12 to 30 dwelling units per acre, and a target density of 20. The southern third of the site is designated Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5. The property's approved Planned Area Development (PAD) zoning and approved Preliminary Plat supersede the current General Plan designations that are applied to the site and the entire parcel will be developed with MDR.

Parcel 4 is surrounded primarily by other portions of the planned Verde Trails master development:

**East:** Verde Trails Unit I Parcels 5 and 6, a 6.4-acre future commercial site and 13.8 acres reserved for future development of single-family residential cluster homes on minimum 2,200 square foot lots, respectively.

**West:** Verde Trails Unit I Parcel 3, 27.3 acres to be developed with 113 single-family residential lots with a minimum area of 6,000 square feet.

**North:** Property located in the jurisdiction of Maricopa County currently used for farming. A Major General Plan Amendment has been submitted for this property (Entrada), and if approved, would allow for future development of this farmland with medium density single-family residential uses.

**South:** Verde Trails Unit I Parcels 8 and 9, 26.4 acres to be developed with 99 single-family residential lots with a minimum area of 6,000 square feet and the community's 4.4-acre central recreational area.

**SUMMARY OF REQUEST:**
The applicant is requesting approval of a Re-Plat (Exhibit E) for Verde Trails Unit I, Parcel 4.

The Parcel 4 Final Plat approved by City Council in May 2019 subdivided the 25.82-acre parcel into 115 single-family residential lots, 12 common area tracts, and dedicated rights-of-way and easements needed to serve the future residential community. Among the easements dedicated was an approximate 20'x149' sewer easement in Tract A, allowing for the future sewer line in Parkway Drive to be extended west to connect to Verde Trails Unit I, Parcel 3. Upon additional review of the sewer plans for the Verde Trails community, it was determined that a future sewer line was not needed in that location; the proposed Re-Plat eliminates this easement. Except for elimination of the sewer easement, no other modifications are proposed to the Parcel 4 Final Plat approved by City Council in May 2019.

**PUBLIC PARTICIPATION:**
Public notification is not required for Re-Plat applications.

**PLANNING COMMISSION ACTION:**
The Planning Commission does not review Re-Plat applications.

**ANALYSIS:**

- The proposed Re-Plat eliminates a sewer easement that is not needed to serve the future Verde Trails community. No other modifications to the approved Verde Trails Parcel 4 Final Plat are proposed as part of this Re-Plat.

- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, Verde Trails Planned Area Development (PAD) Development Plan, and meets all conditions of these prior approvals.

**DISCUSSION:**

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The proposed Re-Plat is in conformance with the Verde Trails PAD Development Plan, including conditions of approval.

3. The proposed Re-Plat is in conformance with the approved Verde Trails Unit I Preliminary Plat,

including conditions of approval.

4. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

**STRATEGIC PLAN:**
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Provide multi-generational recreation events and programs.

**BUDGET IMPACT:**
No budget impacts.

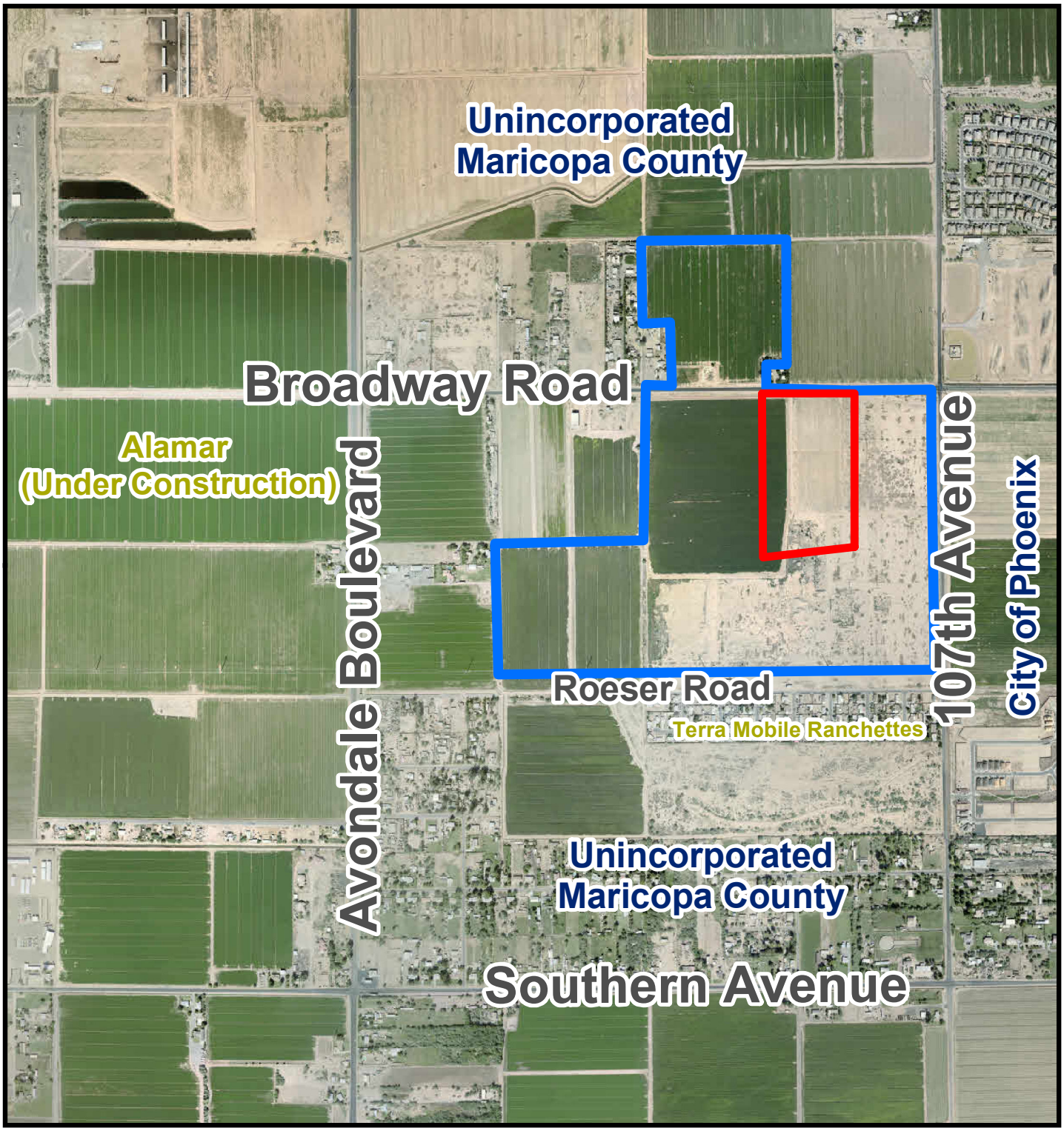
**RECOMMENDATION:**
No public hearing is required. The City Council will **APPROVE** Application PL-19-0243 Verde Trails Unit I Parcel 4, a request for a Re-Plat eliminating a sewer easement in Tract A, subject to the following two (2) conditions of approval:

1. The recorded plat shall be in conformance with the Verde Trails Unit I Parcel 4 Re-Plat submitted on November 6, 2019.

2. Extinguishment of Groundwater Rights and pledging of those rights to the City's assured water supply account shall be required prior to issuance of any permits for this project.

**PROPOSED MOTION:**
I move that City Council **APPROVE** Application PL-19-0243 Verde Trails Unit I Parcel 4, a Re-Plat eliminating a sewer easement in Tract A, subject to two (2) recommended conditions of approval as listed in the staff report.

Exhibit A




# Aerial Photograph

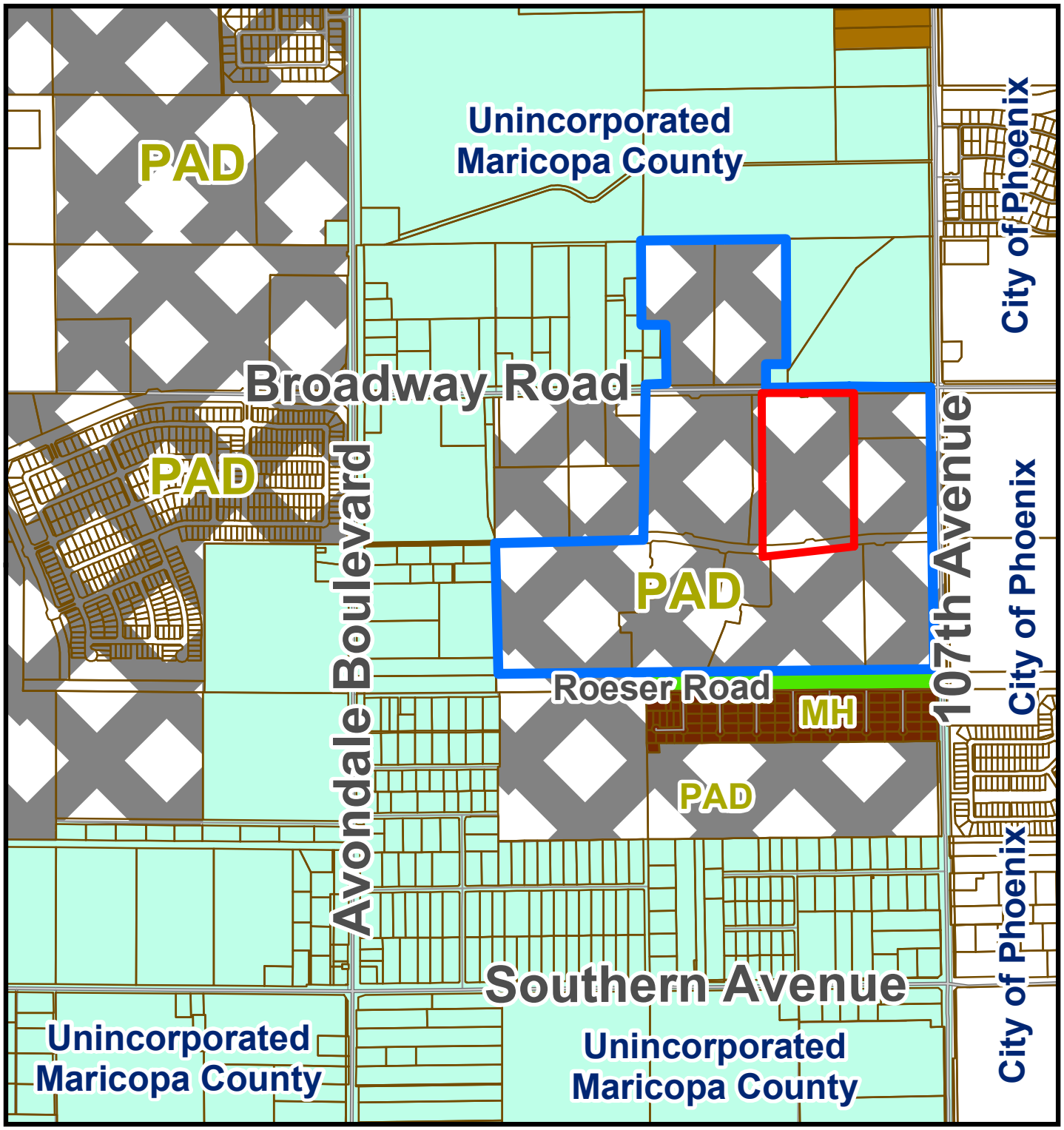
Avondale

Verde Trails Unit I

Parcel 4

N

Exhibit B



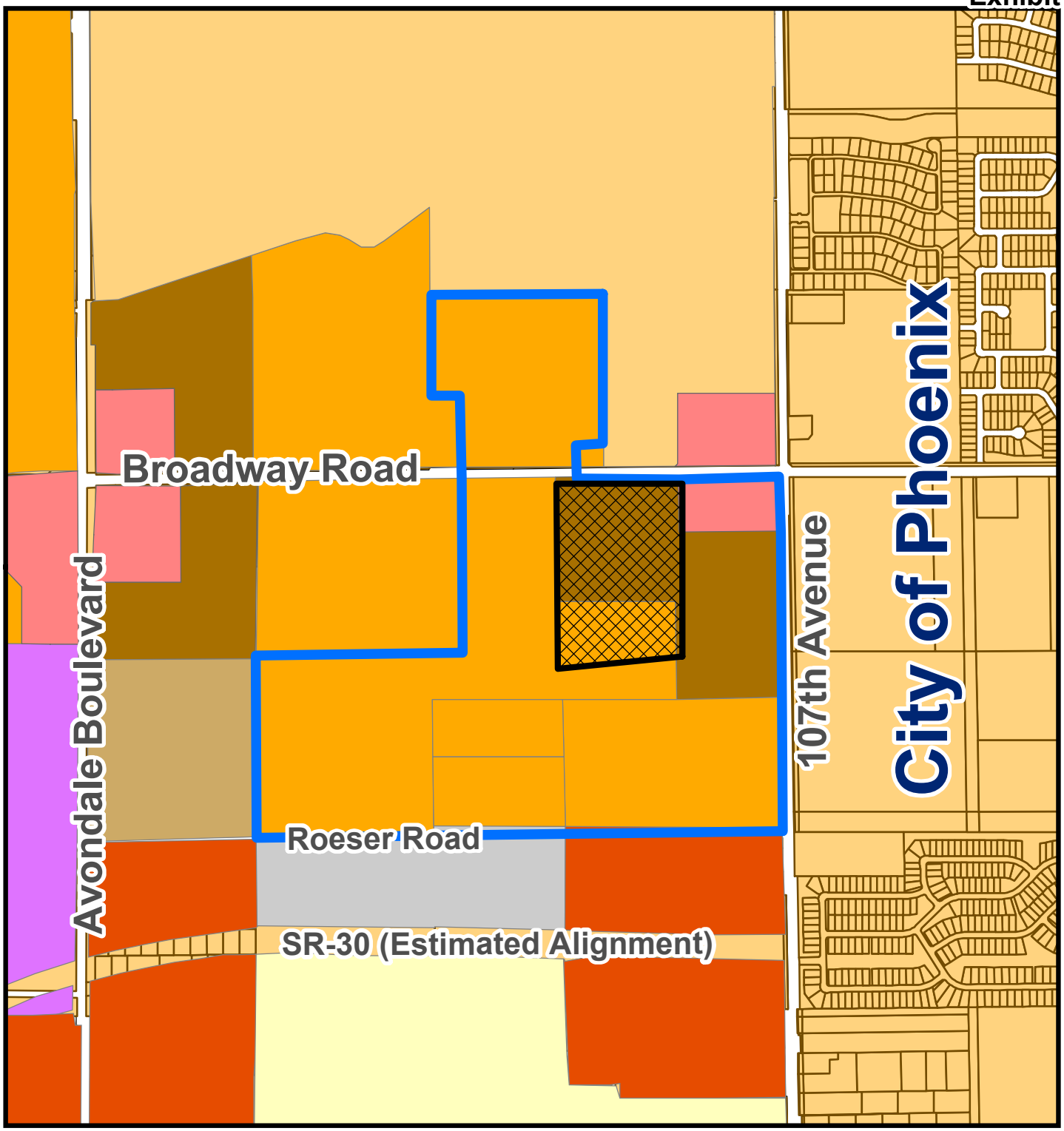

# Zoning Vicinity Map

Avondale

Verde Trails Unit I

Parcel 4

Exhibit C




# General Plan Land Use Map

- Medium Density Residential
- Estate Low Density Residential
- High Density Residential
- Rural Low Density Residential
- Medium/High Density Residential
- Local Commercial
- Mixed Use
- Freeway Commercial
- Office/Professional

Verde Trails Unit I

Parcel 4

N

Avondale

**Exhibit D**

*SUMMARY OF RELATED FACTS*
*APPLICATION PL-19-0243*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | Approximately 25.82 gross acres |
| LOCATION | West of the Southwest Corner of Broadway Road and 107th Avenue |
| PHYSICAL CHARACTERISTICS | Relatively flat, with frontage on Broadway Road |
| EXISTING LAND USE | Agricultural |
| EXISTING ZONING | Planned Area Development (PAD) |
| ZONING HISTORY | The property was annexed and zoned Hillcrest Planned Area Development (PAD) in November 2007. A Major Amendment to the PAD, revising lot sizes and development standards and changing the name of the community to Verde Trails, was approved by the City Council on May 21, 2018. The approved Verde Trails PAD allows for development of Parcel 4 with 115 single-family residences on lots with a minimum area of 5,175 square feet (45'x115').<br><br>A Preliminary Plat for Verde Trails Unit I, of which Parcel 4 is a part, was approved by in August 2018 and amended in February 2019.<br><br>A master Final Plat, creating the overall Parcel 4 boundaries in conformance with the approved PAD and Preliminary Plat but not dividing the parcel into individual residential lots, was approved by Council in February. The master Plat has been recorded.<br><br>A Final Plat of Parcel 4, subdividing the 25.82-acre parcel into 115 single-family residential lots and 12 common area tracts in conformance with the approved PAD and Preliminary Plat was approved by Council in May 2019. The approved Parcel 4 Final Plat has not been recorded. |
| DEVELOPMENT AGREEMENT | A Pre-Annexation Development Agreement (PADA) with Evergreen-Hillcrest, LLC, was approved in November 2007 and has subsequently been amended five times. The primary functions of the PADA are to spell out the developer's responsibility for reimbursing the City for the City's acquisition of the Rigby Water Company and assign responsibilities to the construction of off-site public infrastructure adjacent to the proposed Verde Trails development. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH OF BROADWAY ROAD | Property located in the jurisdiction of Maricopa County currently used for farming. A Major General Plan Amendment has been submitted for this property (Entrada), and if approved, would allow for future development of this farmland with medium density single-family residential uses. |

| | |
|---|---|
| EAST | Verde Trails Unit I Parcels 5 and 6, a 6.4-acre future commercial site and 13.8 acres reserved for future development of single-family residential cluster homes on minimum 2,200 square foot lots, respectively. |
| SOUTH | Verde Trails Unit I Parcels 8 and 9, 26.4 acres to be developed with 99 single-family residential lots with a minimum area of 6,000 square feet and the community's 4.4-acre central recreational area. |
| WEST | Verde Trails Unit I Parcel 3, 27.3 acres to be developed with 113 single-family residential lots with a minimum area of 6,000 square feet. |

| *GENERAL PLAN* |
|---|
| The majority of the Parcel 4 property features a General Plan Land Use Map designation of High Density Residential (HDR). The HDR designation accommodates development of patio homes, apartments, condominiums, and/or townhomes at a density of 12 to 30 dwelling units per acre, and a target density of 20. The southern third of the site is designated Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5. The property's approved Planned Area Development (PAD) zoning and approved Preliminary Plat supersede the current General Plan designations that are applied to the site and the entire parcel will be developed with MDR. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District; Tolleson Union High School District |
| ELEMENTARY SCHOOL | Student's choice (No defined school). The closest district school is Quentin Elementary, located at the northwest corner of Whyman Avenue and 110th Drive within the Sanctuary community. |
| HIGH SCHOOL | La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard |

| *STREETS* | |
|---|---|
| **Broadway Road** | |
| Classification | Major Collector |
| Existing half-street ROW | 50 feet |
| Standard half-street ROW | 50 feet |
| Existing half-street improvements | 1 travel lane |
| Standard half-street improvements | 2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping. |
| **Wier Avenue** | |
| Classification | Minor Collector |
| Existing half-street ROW | 40 feet |
| Standard half-street ROW | 40 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 1travel lanes, ½ center landscaped median, bike lane, curb and gutter, detached sidewalks, street |

| | |
|---|---|
| | lights and landscaping. |

| *UTILITIES* |
|---|
| There are currently no water lines in Broadway Road adjacent to the site. A 16" water line will Be installed by the developer to provide water service to Parcel 3.<br><br>There are currently no sewer lines in Broadway Road adjacent to the site. A sewer line, size to be determined based upon estimated demand from future development in the area, will be required to be installed by the developer in Broadway Road. |

# Exhibit E

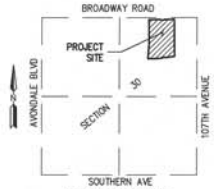
## Proposed Re-Plat

Verde Trails Unit I, Parcel 4

Submitted
November 6, 2019

# FINAL PLAT
FOR
# "VERDE TRAILS - PARCEL 4"

BEING A RE-PLAT OF PARCEL 4 AS SHOWN ON THE MASTER PLAT FOR VERDE TRAILS, UNIT 1, PHASE 1, AS RECORDED IN BOOK 1452, PAGE 15, OF MARICOPA COUNTY RECORDS, BEING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
NOT TO SCALE

## DEDICATION

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THAT **HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER OF PARCEL 4, BEING A RE-PLAT UNDER THE NAME **"VERDE TRAILS – PARCEL 4"** BEING WITHIN A PORTION OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF **"VERDE TRAILS – PARCEL 4"** HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH STREET, LOT AND TRACT SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

THE OWNERS LISTED ABOVE, HEREBY DEDICATES IN FEE ALL RIGHT, TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE STREET RIGHT OF WAYS AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES. EASEMENTS ARE HEREBY DEDICATED TO THE CITY FOR THE PURPOSES SHOWN HEREON.

TRACTS A THROUGH L ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE **VERDE TRAILS HOMEOWNER ASSOCIATION, AN ARIZONA NON-PROFIT ORGANIZATION.**

THE CITY OF AVONDALE IS HEREBY GRANTED AN EASEMENT FOR MAINTENANCE OF LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, HARDSCAPE AND RETENTION AREAS ON TRACTS A THROUGH L. THIS EASEMENT MAY BE EXERCISED BY THE CITY OF AVONDALE AT ANY SUCH TIME WHEN THE GRANTOR, ITS SUCCESSORS OR ASSIGNEES, INCLUDING A HOMEOWNERS' ASSOCIATION FORMED OVER THIS SUBDIVISION FAILS TO EXIST AND PROVIDE REQUIRED MAINTENANCE AND OPERATION OF THE LANDSCAPING, IRRIGATION, DRAINAGE FACILITIES, RETENTION AREAS AND/OR HARDSCAPE.

NOTWITHSTANDING THE FOREGOING, **HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** HEREINAFTER COLLECTIVELY REFERRED TO AS THE "OWNER", HEREBY RESERVES AN INTEREST IN ANY OF THE FOREGOING REAL PROPERTY UPON WHICH WHAT WOULD BE "PUBLIC INFRASTRUCTURE" AS SUCH TERM IS DEFINED IN SECTION 48-701, ARIZONA REVISED STATUTES, AS AMENDED, HAS BEEN OR IS TO BE CONSTRUCTED. EXCEPT IF RELEASED PRIOR THERETO AS HEREINAFTER DESCRIBED, SUCH INTEREST IS TO BE ACQUIRED BY A COMMUNITY FACILITIES DISTRICT THAT HAS BEEN OR WILL BE ESTABLISHED. (SUCH INTEREST IS LIMITED TO ONE NECESSARY TO ACCOMMODATE THE FINANCING OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE (INCLUDING OF SUCH INTEREST IN SUCH REAL PROPERTY) PURSUANT TO A SUBSEQUENT DEVELOPMENT AGREEMENT THAT MAY BE ENTERED INTO AMONG THE OWNER, SUCH DISTRICT AND THE MUNICIPALITY.) SUCH INTEREST IS TO BE RELEASED UPON THE EARLIER OF THE ACQUISITION OF SUCH PUBLIC INFRASTRUCTURE ONLY BY SUCH DISTRICT PURSUANT TO SUCH SUBSEQUENT DEVELOPMENT AGREEMENT AND NOVEMBER 1, 2065.

IN WITNESS WHEREOF:

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AS OWNER HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED TO BY THE SIGNATURE OF _____, ITS _____ THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2019.

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP**

BY: _____

ITS: _____

## ACKNOWLEDGMENT

STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

BEFORE ME THIS ____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF **HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP,** AND ACKNOWLEDGED THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

| SITE DATA | | |
|---|---|---|
| GROSS AREA | 1,124,536 SQ. FT. | 25.8158 AC. |
| RIGHT OF WAY | 249,735 SQ. FT. | 5.7331 AC. |
| NET AREA | 904,694 SQ. FT. | 20.7689 AC. |
| STREET LENGTHS | 4,290 LINEAR FT. | |
| TOTAL LOTS | 115 | |
| DENSITY (GROSS) | 4.5 D.U. / ACRE | |
| DENSITY (NET) | 5.5 D.U. / ACRE | |
| EXISTING ZONING | P.A.D. | |
| TOTAL TRACT AREA * | 249,735 SQ. FT. | 5.7331 AC. |

* SEE SHEET 2 OF 6 FOR TRACT TABLE

## OWNER

HILLCREST RESIDENTIAL 1, LP
17700 N. PACESETTER WAY
SCOTTSDALE, ARIZONA 85255
PHONE:(480) 515-3255
CONTACT: TIM BRISLIN
tbrislin@harvardinvestments.com

## SURVEYOR

HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS
kpangus@hilgartwilson.com

## UTILITIES

WATER – CITY OF AVONDALE
SEWER – CITY OF AVONDALE
REFUSE COLLECTION – CITY OF AVONDALE
FIRE PROTECTION – CITY OF AVONDALE
POLICE PROTECTION – CITY OF AVONDALE
ELECTRIC – SALT RIVER PROJECT
CABLE/TELEPHONE – CENTURYLINK/COX COMMUNICATIONS
GAS – SOUTHWEST GAS CORPORATION

## SHEET INDEX

FP01–COVER SHEET
FP02–TRACT TABLE, LOT TABLE, KEY MAP, DETAIL
FP03–FP06–PLAT SHEETS

## AREA

GROSS = 25.8158 ACRES / 1,124,536 SQ. FT.

NET (LESS R/W) = 20.7689 ACRES / 904,694 SQ. FT.

## BASIS OF BEARING

BASIS OF BEARING IS S00°08'28"E ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

## 100-YEAR ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

## LEGAL DESCRIPTION

A PORTION OF LAND BEING SITUATED WITHIN NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE NORTHWEST CORNER OF SAID SECTION 30 FROM WHICH A FOUND BRASS CAP IN HAND HOLE ACCEPTED AS THE WEST QUARTER CORNER THEREOF BEARS SOUTH 00°08'28" WEST, 2620.61 FEET;
THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, NORTH 88°42'23" EAST, 2544.30 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 30;
THENCE LEAVING SAID NORTH LINE, SOUTH 00°56'08" EAST, 50.00 FEET TO THE SOUTH RIGHT-OF-WAY OF BROADWAY ROAD, BEING THE **POINT OF BEGINNING;**
THENCE NORTH 89°12'39" EAST, 408.26 FEET ALONG SAID SOUTH RIGHT-OF-WAY;
THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 45°47'21" EAST, 35.36 FEET;
THENCE NORTH 89°12'39" EAST, 60.00 FEET;
THENCE NORTH 44°12'39" EAST, 35.36 FEET TO SAID SOUTH RIGHT-OF-WAY OF BROADWAY ROAD;
THENCE NORTH 89°12'39" EAST, 446.43 FEET;
THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 00°47'21" EAST, 774.14 FEET;
THENCE SOUTH 01°17'35" EAST, 50.00 FEET;
THENCE SOUTH 07°56'45" WEST, 96.94 FEET;
THENCE SOUTH 03°34'13" WEST, 395.38 FEET TO A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2460.00 FEET, THE CENTER OF WHICH BEARS NORTH 03°34'13" EAST;
THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°08'11", AN ARC LENGTH OF 263.47 FEET TO A TANGENT LINE;
THENCE NORTH 80°17'36" WEST, 219.35 FEET;
THENCE NORTH 36°50'21" WEST, 27.55 FEET;
THENCE NORTH 79°17'22" WEST, 60.01 FEET;
THENCE SOUTH 54°42'19" WEST, 28.28 FEET;
THENCE NORTH 80°17'36" WEST, 33.03 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1290.00 FEET;
THENCE WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°40'33", AN ARC LENGTH OF 240.36 FEET TO A TANGENT LINE;
THENCE SOUTH 89°01'52" WEST, 70.64 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;
THENCE ALONG SAID WEST LINE, NORTH 00°56'08" WEST, 1194.60 FEET TO THE **POINT OF BEGINNING.**

## NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY AND LANDSCAPE MEDIANS ARE TO BE MAINTAINED BY THE **VERDE TRAILS HOMEOWNER ASSOCIATION, AN ARIZONA NON PROFIT ORGANIZATION,** EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES UNDER 69KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. THIS SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT (MID).
8. ALL STORM DRAIN PIPES FROM THE CATCH BASINS TO THE RETENTION BASINS, AND ALL SPILLWAYS FROM THE SCUPPERS TO THE RETENTION BASINS, SHALL BE MAINTAINED BY THE HOA.

## BOUNDARY CORNER NOTIFICATION

PER THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS (ADOPTED FEB. 6, 2010), EXTERIOR BOUNDARY CORNERS WILL BE SET BY THE SURVEYOR WHO CERTIFIED THIS PLAT. IT IS THE RESPONSIBILITY OF THE SUBDIVIDER TO ENSURE THAT INTERIOR CORNERS OF THE SUBDIVISION ARE SET (I) WITHIN NINETY (90) DAYS AFTER COMPLETION OF THE CONSTRUCTION IMPROVEMENTS, OR (II) WITHIN TWO (2) YEARS AFTER RECORDATION OF THE SUBDIVISION PLAT. WHICHEVER DATE IS FIRST TO OCCUR. THE INTERIOR CORNERS OF THE SUBDIVISION MAY BE STAKED BY SURVEYORS OTHER THAN WHO CERTIFIED THIS SURVEY. IT WILL BE THE RESPONSIBILITY OF THE OTHER SURVEYOR WHO STAKES THE INTERIOR CORNERS OF THE SUBDIVISION TO RECORD A "RECORD OF SURVEY" WITH THE COUNTY RECORDER, CONSISTENT WITH CURRENT ARIZONA BOUNDARY MINIMUM STANDARDS.

**HILLCREST RESIDENTIAL 1, LP, AN ARIZONA LIMITED PARTNERSHIP**

BY: _____

ITS: _____

## APPROVALS AND ACCEPTANCE OF DEDICATION

PLAT AND DEDICATED RIGHT OF WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS _____ DAY OF _____, 2019

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

## SURVEYORS CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2018; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

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HILGARTWILSON
ENGINEERS PLANNERS SURVEYORS
2141 E. HIGHLAND AVE. STE. 250 | P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016
www.hilgartwilson.com

VERDE TRAILS - PARCEL 4
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA
FINAL PLAT

PROJ. NO.: 1377
DATE: SEPT 2019
SCALE: NONE
DRAWN: GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:
PL-18-0330

DWG. NO.
FP01
SHT. 1 OF 6

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 1 | 5175 | 0.1188 |
| LOT : 2 | 5175 | 0.1188 |
| LOT : 3 | 5175 | 0.1188 |
| LOT : 4 | 5400 | 0.1240 |
| LOT : 5 | 7195 | 0.1652 |
| LOT : 6 | 9561 | 0.2195 |
| LOT : 7 | 8653 | 0.1986 |
| LOT : 8 | 5175 | 0.1188 |
| LOT : 9 | 5175 | 0.1188 |
| LOT : 10 | 5175 | 0.1188 |
| LOT : 11 | 5175 | 0.1188 |
| LOT : 12 | 5176 | 0.1188 |
| LOT : 13 | 5350 | 0.1228 |
| LOT : 14 | 5400 | 0.1240 |
| LOT : 15 | 5400 | 0.1240 |
| LOT : 16 | 5400 | 0.1240 |
| LOT : 17 | 5400 | 0.1240 |
| LOT : 18 | 5400 | 0.1240 |
| LOT : 19 | 5400 | 0.1240 |
| LOT : 20 | 5400 | 0.1240 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 21 | 5350 | 0.1228 |
| LOT : 22 | 5350 | 0.1228 |
| LOT : 23 | 5400 | 0.1240 |
| LOT : 24 | 5400 | 0.1240 |
| LOT : 25 | 5400 | 0.1240 |
| LOT : 26 | 5400 | 0.1240 |
| LOT : 27 | 5400 | 0.1240 |
| LOT : 28 | 5400 | 0.1240 |
| LOT : 29 | 5400 | 0.1240 |
| LOT : 30 | 5350 | 0.1228 |
| LOT : 31 | 13269 | 0.3046 |
| LOT : 32 | 7570 | 0.1738 |
| LOT : 33 | 6019 | 0.1382 |
| LOT : 34 | 5771 | 0.1325 |
| LOT : 35 | 5524 | 0.1268 |
| LOT : 36 | 5400 | 0.1240 |
| LOT : 37 | 5400 | 0.1240 |
| LOT : 38 | 5400 | 0.1240 |
| LOT : 39 | 5400 | 0.1240 |
| LOT : 40 | 5400 | 0.1240 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 41 | 5400 | 0.1240 |
| LOT : 42 | 5350 | 0.1228 |
| LOT : 43 | 5350 | 0.1228 |
| LOT : 44 | 5400 | 0.1240 |
| LOT : 45 | 5400 | 0.1240 |
| LOT : 46 | 5400 | 0.1240 |
| LOT : 47 | 5479 | 0.1258 |
| LOT : 48 | 5654 | 0.1298 |
| LOT : 49 | 5768 | 0.1324 |
| LOT : 50 | 5772 | 0.1325 |
| LOT : 51 | 5533 | 0.1270 |
| LOT : 52 | 5533 | 0.1270 |
| LOT : 53 | 5533 | 0.1270 |
| LOT : 54 | 5533 | 0.1270 |
| LOT : 55 | 5533 | 0.1270 |
| LOT : 56 | 5176 | 0.1188 |
| LOT : 57 | 5192 | 0.1192 |
| LOT : 58 | 5391 | 0.1238 |
| LOT : 59 | 5647 | 0.1296 |
| LOT : 60 | 5728 | 0.1315 |

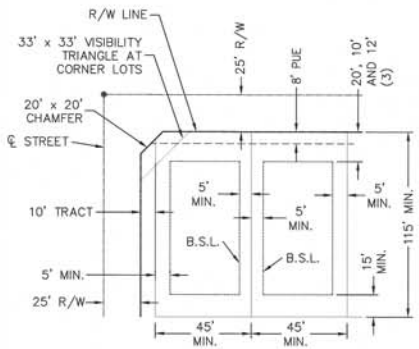
| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 61 | 5243 | 0.1204 |
| LOT : 62 | 5243 | 0.1204 |
| LOT : 63 | 5243 | 0.1204 |
| LOT : 64 | 5192 | 0.1192 |
| LOT : 65 | 5507 | 0.1264 |
| LOT : 66 | 5558 | 0.1276 |
| LOT : 67 | 5558 | 0.1276 |
| LOT : 68 | 5399 | 0.1240 |
| LOT : 69 | 5444 | 0.1250 |
| LOT : 70 | 5538 | 0.1271 |
| LOT : 71 | 5569 | 0.1278 |
| LOT : 72 | 5428 | 0.1246 |
| LOT : 73 | 5183 | 0.1190 |
| LOT : 74 | 5969 | 0.1370 |
| LOT : 75 | 5175 | 0.1188 |
| LOT : 76 | 5175 | 0.1188 |
| LOT : 77 | 5175 | 0.1188 |
| LOT : 78 | 5175 | 0.1188 |
| LOT : 79 | 5192 | 0.1192 |
| LOT : 80 | 5861 | 0.1345 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 81 | 5271 | 0.1210 |
| LOT : 82 | 6184 | 0.1420 |
| LOT : 83 | 6437 | 0.1478 |
| LOT : 84 | 5308 | 0.1219 |
| LOT : 85 | 5750 | 0.1320 |
| LOT : 86 | 6450 | 0.1481 |
| LOT : 87 | 5400 | 0.1240 |
| LOT : 88 | 5400 | 0.1240 |
| LOT : 89 | 5400 | 0.1240 |
| LOT : 90 | 7929 | 0.1820 |
| LOT : 91 | 7842 | 0.1800 |
| LOT : 92 | 5175 | 0.1188 |
| LOT : 93 | 5175 | 0.1188 |
| LOT : 94 | 5175 | 0.1188 |
| LOT : 95 | 5175 | 0.1188 |
| LOT : 96 | 5175 | 0.1188 |
| LOT : 97 | 5175 | 0.1188 |
| LOT : 98 | 5175 | 0.1188 |
| LOT : 99 | 5175 | 0.1188 |
| LOT : 100 | 5175 | 0.1188 |

| LOT TABLE | | |
|---|---|---|
| LOT NO. | AREA (SQ.FT) | AREA (ACRES) |
| LOT : 101 | 5175 | 0.1188 |
| LOT : 102 | 5175 | 0.1188 |
| LOT : 103 | 5175 | 0.1188 |
| LOT : 104 | 5175 | 0.1188 |
| LOT : 105 | 5175 | 0.1188 |
| LOT : 106 | 5175 | 0.1188 |
| LOT : 107 | 5175 | 0.1188 |
| LOT : 108 | 5175 | 0.1188 |
| LOT : 109 | 6643 | 0.1525 |
| LOT : 110 | 10583 | 0.2430 |
| LOT : 111 | 9093 | 0.2088 |
| LOT : 112 | 5810 | 0.1334 |
| LOT : 113 | 5175 | 0.1188 |
| LOT : 114 | 5175 | 0.1188 |
| LOT : 115 | 5175 | 0.1188 |

| TRACT TABLE | | |
|---|---|---|
| TRACT | AREA (ACRES) | USE |
| TRACT A | 1.5520 | COMMON AREA & DRAINAGE |
| TRACT B | 0.0482 | COMMON AREA |
| TRACT C | 0.4132 | COMMON AREA & DRAINAGE |
| TRACT D | 0.0482 | COMMON AREA |
| TRACT E | 0.0482 | COMMON AREA |
| TRACT F | 1.7067 | COMMON AREA & DRAINAGE |
| TRACT G | 0.0230 | COMMON AREA |
| TRACT H | 0.0471 | COMMON AREA |
| TRACT I | 0.3368 | COMMON AREA & DRAINAGE |
| TRACT J | 0.0482 | COMMON AREA |
| TRACT K | 1.0749 | COMMON AREA & DRAINAGE |
| TRACT L | 0.3866 | COMMON AREA |

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.
3. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.




TYPICAL LOT SETBACKS 5175 DISTRICT

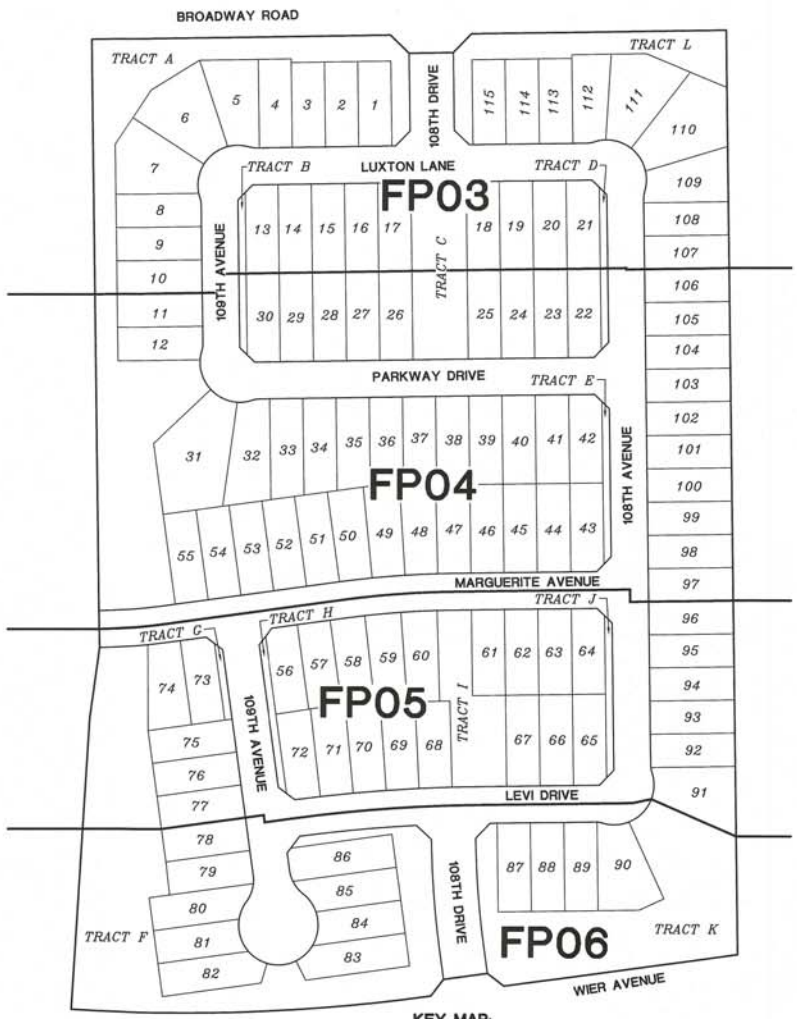
SCALE = N.T.S.

NOTES:

(1) A MINIMUM 5' SIDE SETBACK WILL BE REQUIRED FOR ALL DETACHED PRODUCT. IN ALL CONDITIONS WITH A 5'/5' SIDE SETBACK, THE AIR CONDITIONING UNIT WILL BE REQUIRED TO BE PLACED IN THE REAR YARD AND/OR LOCATED ON THE SIDE YARD OPPOSITE THE ACCESS GATE.

(2) FIREPLACES, BAY WINDOWS AND OTHER BUILDING POP-OUTS WILL ENCROACH INTO FRONT, SIDE AND REAR SETBACKS A MAXIMUM OF 3'.

(3) MEASURED FROM BACK OF SIDEWALK: 20' TO FACE OF GARAGE, 12' TO LIVABLE AREA, AND 10' TO SIDE-ENTRY GARAGE.




KEY MAP

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
04-04-20
ARIZONA U.S.A.

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# VERDE TRAILS - PARCEL 4

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

FINAL PLAT

PROJ. NO.: 1377
DATE: SEPT 2019
SCALE: NONE
DRAWN: GS
APPROVED: KJP

STATUS:

MUNICIPAL TRACKING NO:
PL-18-0330

DWG. NO.
FP02

SHT. 2 OF 6

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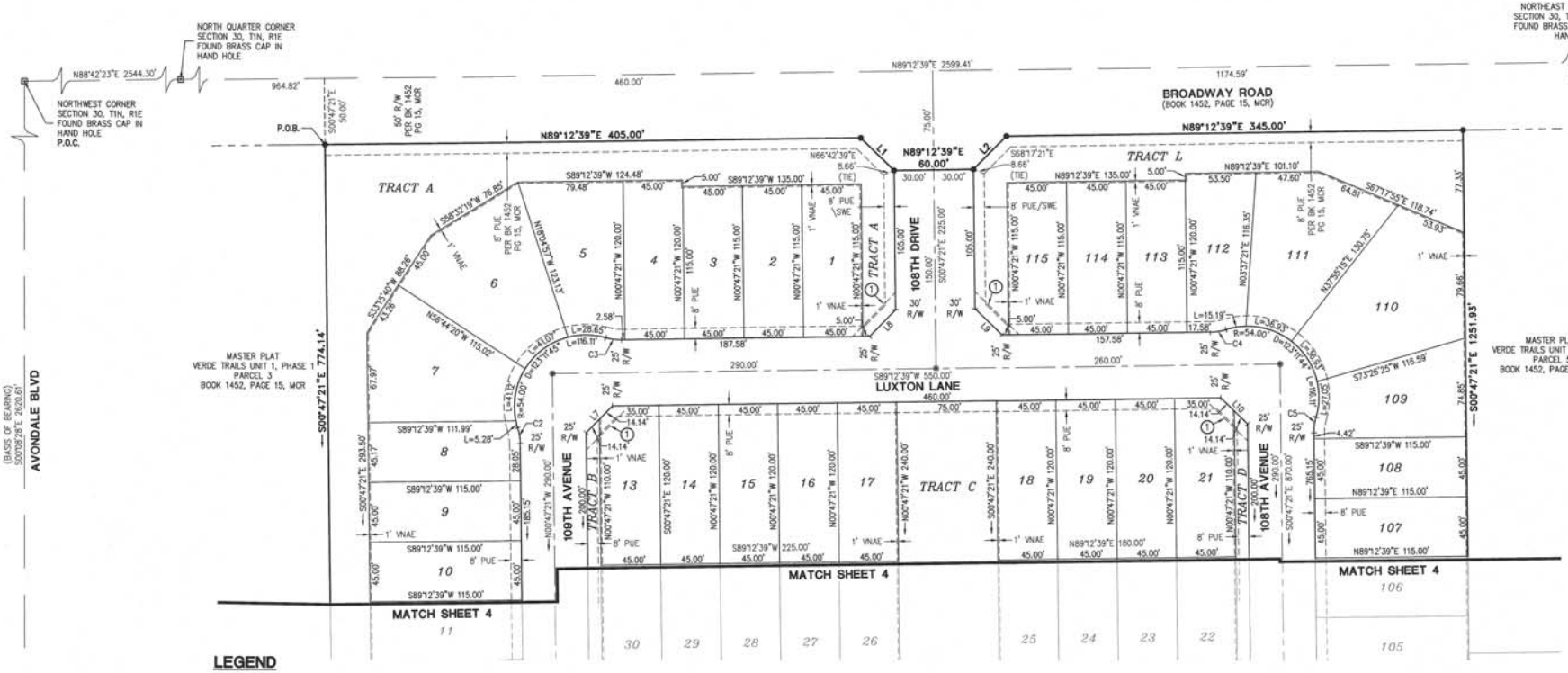


## LEGEND

| | |
|---|---|
| ○ | FOUND MONUMENT OR AS NOTED |
| ⊡ | FOUND BRASS CAP IN HAND HOLE |
| ⊙ | FOUND BRASS CAP FLUSH |
| ▲ | SUBDIVISION CORNER, SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ◉ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ● | SET 1/2" REBAR W/ CAP RLS 19344 OR AS NOTED |
| ——— | BOUNDARY LINE |
| — — — | SECTION LINE |
| — — — | CENTER LINE |
| ——— | RIGHT OF WAY |
| ——— | PARCEL LINE |
| - - - - | EASEMENT LINE |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| BK | BOOK |
| PG | PAGE |
| ① | 33'X33' SIGHT VISIBILITY TRIANGLE |

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S45°47'21"E | 35.36' |
| L2 | N44°12'39"E | 35.36' |
| L7 | S44°12'39"W | 28.28' |
| L8 | S44°12'39"W | 28.28' |
| L9 | S45°47'21"E | 28.28' |
| L10 | S45°47'21"E | 28.28' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE NO. | RADIUS | DELTA | LENGTH |
| C2 | 42.00' | 16°35'52" | 12.17' |
| C3 | 42.00' | 16°35'52" | 12.17' |
| C4 | 42.00' | 16°35'52" | 12.17' |
| C5 | 42.00' | 16°35'52" | 12.17' |

REGISTERED LAND SURVEYOR
19344
KIRK J. PANOUS
9-24-2019
Signed

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# VERDE TRAILS - PARCEL 4

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

## FINAL PLAT

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PROJ. NO.: 1377
STATUS:
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP
MUNICIPAL TRACKING NO:
PL-18-0330

DWG. NO.
FP03
SHT. 3 OF 6

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| CURVE TABLE | | | |
|---|---|---|---|
| CURVE NO. | RADIUS | DELTA | LENGTH |
| C6 | 42.00' | 16°35'52" | 12.17' |
| C7 | 42.00' | 16°35'52" | 12.17' |
| C13 | 800.00' | 6°28'01" | 90.30' |

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L6 | S01°17'35"E | 50.00' |
| L11 | N45°47'21"W | 28.28' |
| L12 | S44°12'39"W | 28.28' |
| L13 | S45°47'21"E | 28.28' |
| L14 | N44°12'39"E | 28.28' |

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J. PANGUS
04-05-19

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VERDE TRAILS - PARCEL 4
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA
FINAL PLAT

PROJ. NO.:1377
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:
PL-18-0330

DWG. NO.
FP04
SHT. 4 OF 6

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## LEGEND

| | |
|---|---|
| ○ | FOUND MONUMENT OR AS NOTED |
| ⊠ | FOUND BRASS CAP IN HAND HOLE |
| ⊙ | FOUND BRASS CAP FLUSH |
| ▲ | SUBDIVISION CORNER, SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ◉ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ● | SET 1/2" REBAR W/ CAP RLS 19344 OR AS NOTED |
| ——— | BOUNDARY LINE |
| ——— | SECTION LINE |
| — — — | CENTER LINE |
| ——— | RIGHT OF WAY |
| ——— | PARCEL LINE |
| - - - - - | EASEMENT LINE |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
| VNAE | VEHICLE NON-ACCESS EASEMENT |
| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| BK | BOOK |
| PG | PAGE |
| ① | 33'X33' SIGHT VISIBILITY TRIANGLE |

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L15 | S52°45'36"E | 28.28' |
| L16 | N37°14'24"E | 28.28' |
| L17 | S45°47'21"E | 28.28' |
| L18 | S52°44'36"E | 28.29' |
| L19 | S44°12'39"W | 28.28' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE NO. | RADIUS | DELTA | LENGTH |
| C8 | 42.00' | 16°35'52" | 12.17' |
| C9 | 54.00' | 123°11'44" | 116.11' |
| C13 | 800.00' | 6°28'01" | 90.30' |

N

40 20 0 40 80
SCALE FEET

19344
KIRK J. PANGUS
10/23/19
REGISTERED LAND SURVEYOR

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# VERDE TRAILS - PARCEL 4
BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

FINAL PLAT

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PROJ. NO.:1377
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: OS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:
PL-18-0330

DWG. NO.
FP05
SHT. 5 OF 6

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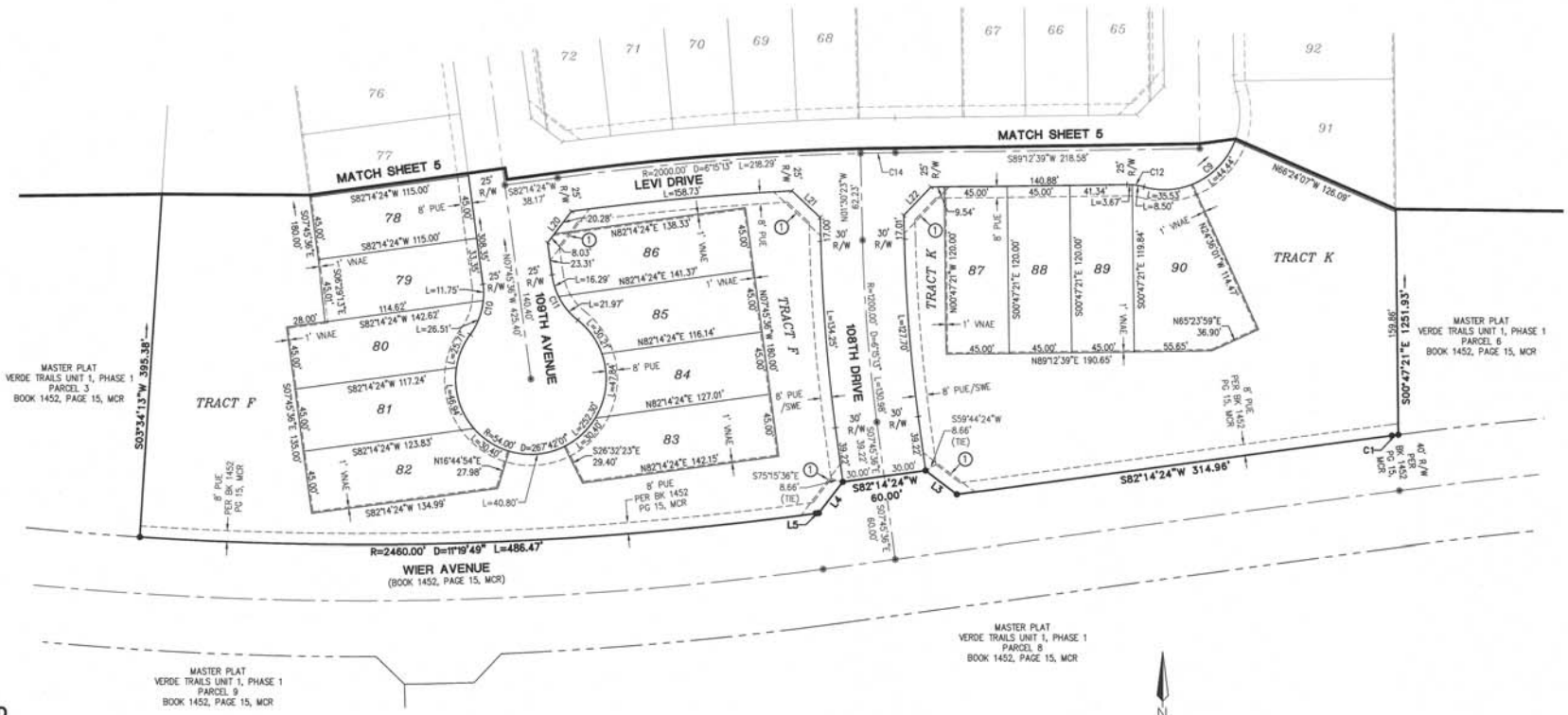


## LEGEND

| | |
|---|---|
| ○ | FOUND MONUMENT OR AS NOTED |
| ▨ | FOUND BRASS CAP IN HAND HOLE |
| ⊙ | FOUND BRASS CAP FLUSH |
| ▲ | SUBDIVISION CORNER, SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ◉ | SET BRASS CAP FLUSH PER MAG STD DTL 120-1 TYPE "B" |
| ● | SET 1/2" REBAR W/ CAP RLS 19344 OR AS NOTED |
| ——— | BOUNDARY LINE |
| —— —— | SECTION LINE |
| —— · —— | CENTER LINE |
| ——— | RIGHT OF WAY |
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| - - - - - | EASEMENT LINE |
| R/W | RIGHT-OF-WAY |
| PUE | PUBLIC UTILITY EASEMENT |
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| MCR | MARICOPA COUNTY RECORDS |
| RLS | REGISTERED LAND SURVEYOR |
| APN | ASSESSOR PARCEL NUMBER |
| P.O.B. | POINT OF BEGINNING |
| P.O.C. | POINT OF COMMENCEMENT |
| BK | BOOK |
| PG | PAGE |
| ① | 33'X33' SIGHT VISIBILITY TRIANGLE |

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L3 | N52°45'36"W | 28.28' |
| L4 | S37°14'24"W | 28.28' |
| L5 | S82°14'24"W | 2.30' |
| L20 | S37°11'39"W | 28.31' |
| L21 | N47°05'11"W | 28.00' |
| L22 | S43°51'08"W | 28.11' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE NO. | RADIUS | DELTA | LENGTH |
| C1 | 2640.00' | 0°06'02" | 4.64' |
| C9 | 54.00' | 123°11'44" | 116.11' |
| C10 | 50.00' | 43°51'01" | 38.27' |
| C11 | 50.00' | 43°51'01" | 38.27' |
| C12 | 42.00' | 16°35'52" | 12.17' |
| C14 | 2000.00' | 0°43'02" | 25.03' |


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# VERDE TRAILS - PARCEL 4

BROADWAY ROAD & 107TH AVENUE
AVONDALE, ARIZONA

FINAL PLAT

PROJ. NO.:1377
DATE: SEPT 2019
SCALE: AS SHOWN
DRAWN: GS
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:
PL-18-0330

DWG. NO.
FP06
SHT. 6 OF 6


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Item Number: 3.I.

# CITY COUNCIL REPORT

**SUBJECT:** Re-Plat of “99th & Encanto” for Avondale Station (formerly Virtua99) - Application PL-19-0230

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., for approval of a Re-Plat of “99th & Encanto” for Avondale Station (formerly Virtua99), approximately 59.77 gross acres located north of the northwest corner of 99th Avenue and McDowell Road. In conformance with the approved Avondale Station/Virtua99 Planned Area Development (PAD), the proposed Re-Plat divides the subject property into seven lots, dedicates 99th Avenue half-street right-of-way, and dedicates tracts for private streets and public and private easements to serve the future development. The Council will take appropriate action.

**BACKGROUND:**

The 59.77-acre subject property is located approximately 1,350 feet north of the northwest corner of 99th Avenue and McDowell Road. The site is undeveloped and currently used for agricultural purposes (Exhibits A and B).

The property has been annexed in segments. The southernmost 34 acres was annexed into the City of Avondale in May 1981, the middle 19 acres in September 1984, and the northernmost 7 acres in February 1999.

The parcels were zoned AG (Agricultural) until May 2007, when the City Council approved a rezoning of the property to Planned Area Development (PAD) for a development called La Entrada. The development plan for La Entrada called for multi-family residential uses north of the Encanto Boulevard alignment and commercial/office uses south of the Encanto Boulevard alignment.

The property was rezoned from La Entrada PAD to Avondale Live PAD in February 2009. The Avondale Live PAD maintained La Entrada’s multi-family residential component north of the Encanto Boulevard alignment, with a Studio District at the southwest portion of the site to accommodate construction of film production studios and associated uses. The southeast portion of the site was to be developed with a range of commercial and entertainment uses.

The property was rezoned from Avondale Live PAD to Virtua99 PAD in August 2017. The approved Virtua99 PAD allows for development of a horizontally integrated mixed-use development inclusive of 23.2 acres of commercial, 14.5 acres of single-family residential, and 22.1 acres of multi-family residential (Exhibit E). A Minor Amendment to the Virtua99 PAD, slightly adjusting the boundary lines of the single-family residential, multi-family residential, and commercial sub-areas and changing the name of the future development to

Avondale Station, was approved administratively in November 2019.

A Minor Land Division called “99th and Encanto”, creating a parcel for a four-story, 130-room Springhill Suites by Marriott hotel north of the Encanto Boulevard alignment, was approved in January 2018. The hotel is in the initial stages of construction; approval of a Final Plat, creating internal parcel lines for the different use areas, dedicating 15’ of 99th Avenue right-of-way north of Encanto Boulevard, and dedicating 37’ of 99th Avenue right-of-way south of Encanto Boulevard, is required by stipulation of the 2017 rezoning prior to issuance of a Certificate of Occupancy for the new hotel.

The property is designated by the General Plan 2030 Land Use Map as Mixed Use (Exhibit C). The Mixed Use Designation is designed to accommodate a mixture of residential and commercial land uses. Development within this category is intended to be reflective of a village concept, where residents can live, work, and recreate within the same development or close by. Criteria for development includes reasonable scale to surrounding neighborhoods, proportionate land use ratios, and encouragement of alternative modes of transportation, such as bicycling, walking, and/or access to transit. The Virtua99/Avondale Station PAD is in conformance with the General Plan 2030.

The existing uses and zoning of the surrounding properties are as follows:

**East of 99th Avenue:** The Sheely Farms property, a series of parcels totaling approximately 163-acres zoned Phoenix PUD (Planned Unit Development), stretching from Thomas Road to McDowell Road, bounded by Loop 101 on the east and 99th Avenue on the west. Portions of the property are currently used for a private sport field complex and “Fear Farm”, though conceptual development plans call for development of intense, multi-story office on the site. There is no known time frame for development of the Sheely Farms site.

**West:** Multiple land uses border the subject property to the west, separated by the Roosevelt Irrigation District canal. From south to north, these uses include:

- A 20-acre site, zoned PAD (Planned Area Development), developed with a 400-unit multi-family apartment development, Avalon Apartments.

- A 20-acre site, zoned RR-43 (Rural Residential), owned by the Pendergast Elementary School District and developed with the Rio Vista Elementary School. The school’s athletic fields occupy the east half of the school site closest to the Virtua99 development.

- A series of residential lots located within a County island. The lots range in size from just under 1-acre to as large as 5-acres and are developed with single family residences, related structures for the keeping of livestock, and a place of worship. The lots are all zoned Maricopa County RU-43 (Rural Residential).

**North:** An undeveloped 7.7-acre parcel located in unincorporated Maricopa County, used for agricultural purposes, and zoned County RU-43 (Rural Residential).

**South:** The Gateway Pavilions shopping center, a fully developed regional shopping center located on 79 acres, featuring Costco, Marshall’s, Bed Bath and Beyond, Harkins Theatre and a multitude of other shops and restaurants. The Gateway Pavilions Center is located within the City of Avondale and is zoned PAD (Planned Area Development) with allowances for C-2 (Community Commercial) uses.

**SUMMARY OF REQUEST:**
The applicant is requesting approval of a Re-Plat of “99th & Encanto” for Avondale Station (Exhibit F). The proposed Re-Plat divides the 59.77-acre property into seven lots, as follows:

- **Lot 1:** A 11.24-acre parcel to be developed with commercial uses per the approved Avondale Station/Virtua99 PAD. No development plans have been submitted for this parcel.

- **Lot 2:** A 20.41-acre parcel to be developed with multi-family residential uses per the approved PAD. No development plans have been submitted for this parcel.

- **Lot 3:** A 14.49-acre parcel to be developed with single-family residential uses per the approved PAD. No development plans have been submitted for this parcel. A future re-plat of Lot 3 will be required to create individual lots for single-family homes on this parcel.

- **Lot 4:** A 2.67-acre parcel to be developed with commercial uses per the approved PAD. No development plans have been submitted for this parcel.

- **Lot 5:** A 2.97-acre parcel to be developed with commercial uses per the approved PAD. No development plans have been submitted for this parcel.

- **Lot 6:** A 2.49-acre parcel to be developed with commercial uses per the approved PAD. No development plans have been submitted for this parcel.

- **Lot 7:** A 2.41-acre parcel to be developed with commercial uses per the approved PAD. A 4-story, 130 room Springhill Suites by Marriott hotel is in the initial stages of construction on Lot 7.

In addition, as required by stipulation of 2017 zoning approval, the Re-Plat dedicates 99th Avenue half-street right-of-way necessary for the developer to widen 99th Avenue adjacent to the Avondale Station site per City of Phoenix arterial street standards. The Re-Plat also creates tracts for private streets that will provide internal access to the various components of Avondale Station, and dedicates public and private easements to serve the future development in conformance with the approved civil plans for the future development.

**PUBLIC PARTICIPATION:**
Public notification is not required for Re-Plat applications.

**PLANNING COMMISSION ACTION:**
The Planning Commission does not review Re-Plat applications.

**ANALYSIS:**

- The proposed Re-Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance, Subdivision Regulations, and Avondale Station/Virtua99 Planned Area Development (PAD).

- The proposed Re-Plat dedicates right-of-way and easements as required by stipulation of the 2017 Virtua99 zoning approval.

- Approval of the Re-Plat is required before the City will issue a Certificate of Occupancy for the Springhill Suites by Marriott hotel currently under construction on proposed Lot 7.

**DISCUSSION:**

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision

Regulations.

2. The proposed Re-Plat is in conformance with the Avondale Station/Virtua99 PAD, including conditions of approval.

3. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

**STRATEGIC PLAN:**
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Pursue private development of sports, entertainment, and hospitality amenities.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
No public hearing is required. The City Council will **APPROVE** Application PL-19-0230 Avondale Station, a request for a Re-Plat of “99th & Encanto” for Avondale Station, subject to the following one (1) condition of approval:

1. The recorded plat shall be in conformance with the Re-Plat for Avondale Station submitted on October 23, 2019.

**PROPOSED MOTION:**
I move that City Council **APPROVE** Application PL-19-0230 Avondale Station, a Re-Plat of “99th & Encanto” for Avondale Station, subject to one (1) recommended condition of approval as listed in the staff report.

Exhibit A

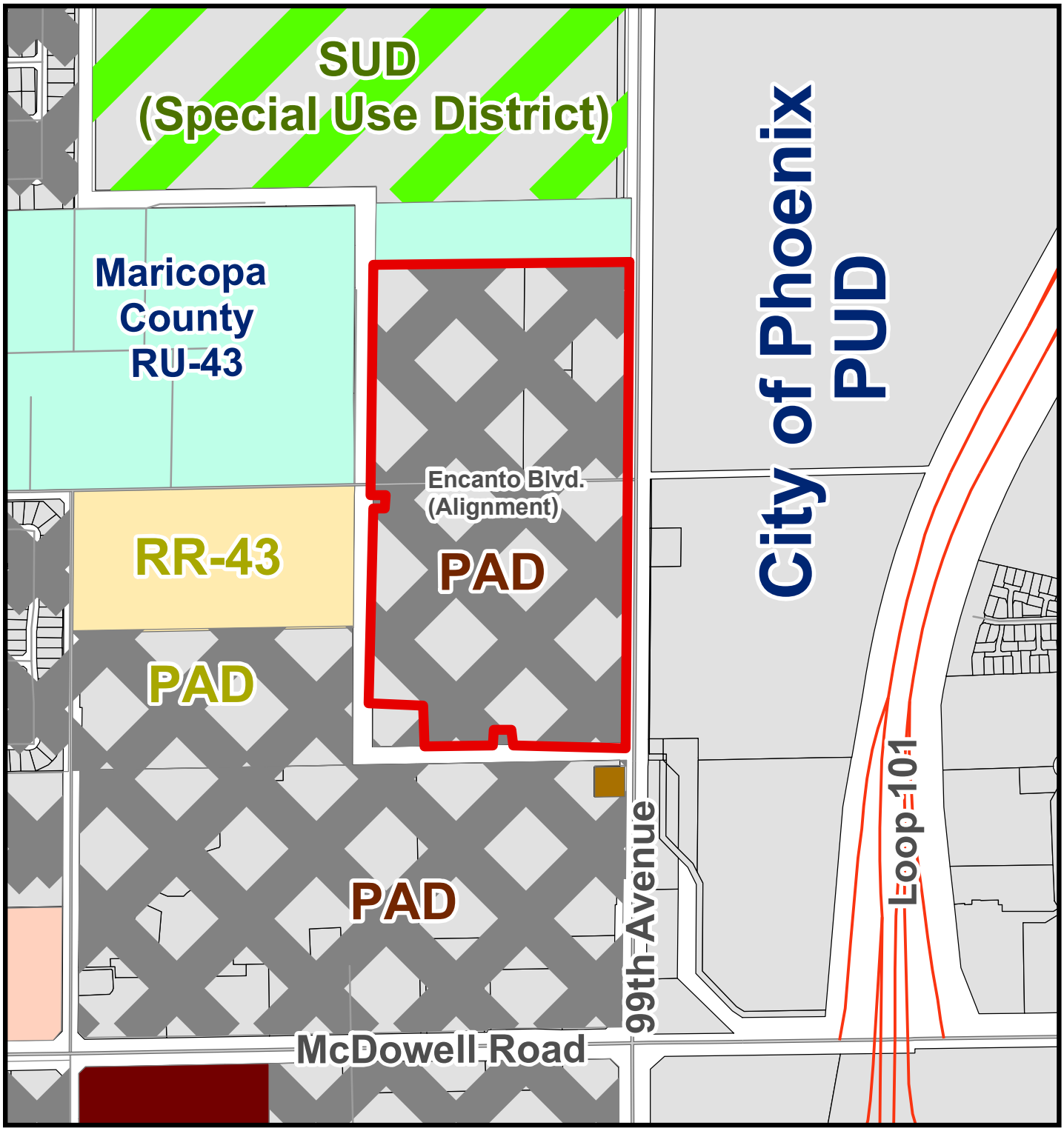
# Aerial Photograph

Avondale

Subject Property

N

Exhibit B

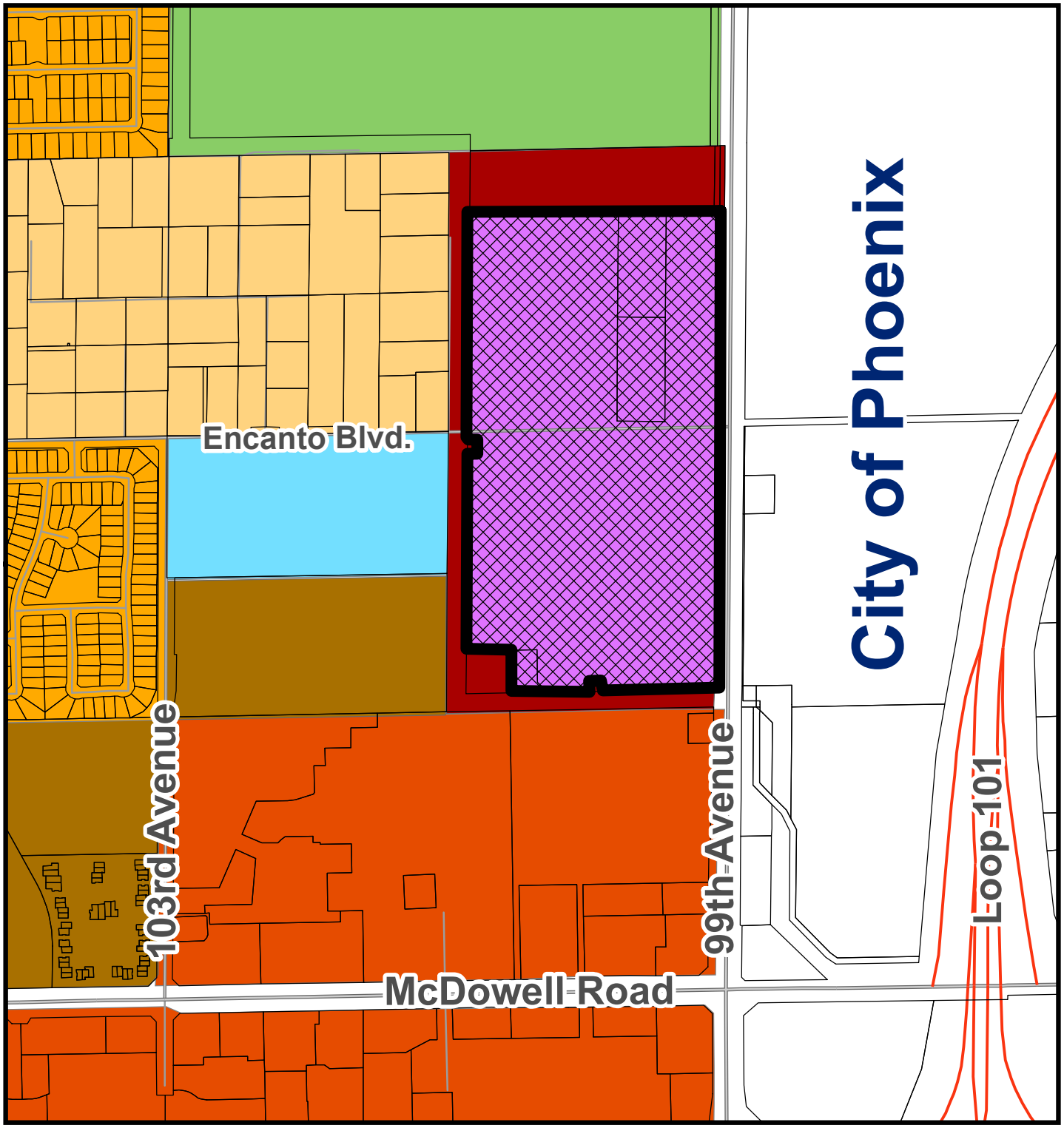



# Zoning Vicinity Map

Avondale

Subject Property

Exhibit C




# Proposed General Plan Land Use Map

- Urban Commercial
- Freeway Commercial
- High Density Residential
- Education
- Open Space
- Medium Density Residential
- Low Density Residential
- Mixed Use
- Subject Property

N

Avondale

*SUMMARY OF RELATED FACTS*

*APPLICATIONS PL-19-0230*

| *THE PROPERTY* | |
|---|---|
| PROPERTY SIZE | Approximately 59.77 gross acres |
| LOCATION | Approximately 1,350 feet north of the northwest corner of 99th Avenue and McDowell Road |
| PHYSICAL CHARACTERISTICS | The rectangular property is undeveloped and used for agricultural purposes. The site has several "exception" parcels located around the southern and western boundaries of the property: 1) A 2,699 square foot parcel owned by the City of Avondale which houses a well site on the southern edge of the property, 2) A 43,986 square foot parcel owned by the City of Avondale which houses a water treatment and storage facility related to the aforementioned well, and 3) A 3,049 square foot parcel owned by the Roosevelt Irrigation District (RID) which houses equipment related to the operation of the adjacent RID canal. |
| GENERAL PLAN LAND USE | The property is designated by the General Plan 2030 Land Use Map as Mixed Use. The Mixed Use Designation is designed to accommodate a mixture of residential and commercial land uses. Development within this category is intended to be reflective of a village concept, where residents can live, work, and recreate within the same development or close by. Criteria for development includes reasonable scale to surrounding neighborhoods, proportionate land use ratios, and encouragement of alternative modes of transportation, such as bicycling, walking, and/or access to transit. |
| EXISTING ZONING | Virtua99 Planned Area Development (PAD) |
| ZONING HISTORY | The property was annexed in segments: The southernmost 34 acres was annexed into the City of Avondale in May 1981, the middle 19 acres in September 1984, and the northernmost 7 acres in February 1999.<br><br>The parcels were zoned AG (Agricultural) until May 2007, when the City Council approved a rezoning of the property to PAD for a development called La Entrada. The conceptual development plan for La Entrada called for multi-family residential uses north of the Encanto Boulevard alignment and commercial/office uses south of the Encanto Boulevard alignment.<br><br>The property was rezoned from La Entrada PAD to Avondale Live PAD by City Council in February 2009. The Avondale Live PAD maintained the multi-family residential component north of the Encanto Boulevard alignment but created a Studio District at the southwest portion of the site, to accommodate construction of film production studios and associated uses. The southeast portion of the site was to be developed with a range of commercial and entertainment uses.<br><br>The property was rezoned from Avondale Live PAD to Virtua99 PAD by City Council in August 2017. The approved Virtua99 PAD allows for development of a horizontally integrated mixed- |

| | |
|---|---|
| | use development inclusive of 23.2 acres of commercial, 14.5 acres of single-family residential, and 22.1 acres of multi-family residential.<br><br>A Minor Amendment to the Virtua99 PAD, slightly adjusting the boundary lines of the different use sub-areas, was approved administratively in November 2019.<br><br>Approval of a Final Plat, creating internal parcel lines for the different use areas, dedicating 15' of 99th Avenue right-of-way north of Encanto Boulevard, and dedicating 37' of 99th Avenue right-of-way south of Encanto Boulevard, is required by stipulation of the 2017 Virtua99 PAD approval. |
| DEVELOPMENT HISTORY | The property has never been developed and has historically been used for agricultural purposes. A Springhill Suites by Marriott hotel is in the initial stages of construction on the north half of the property. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | An undeveloped 7.7-acre parcel located in unincorporated Maricopa County, used for agricultural purposes, and zoned County RU-43 (Rural Residential). |
| EAST OF 99TH AVENUE | The Sheely Farms property, a series of parcels totaling approximately 163-acres zoned Phoenix PUD (Planned Unit Development), stretching from Thomas Road to McDowell Road, bounded by Loop 101 on the east and 99th Avenue on the west. Portions of the property are currently used for a private sport field complex and "Fear Farm", though conceptual development plans call for development of intense, multi-story office on the site. There is no known time frame for development of the Sheely Farms site. |
| SOUTH OF THE RID CANAL | The Gateway Pavilions shopping center, a fully developed regional shopping center located on 79 acres, featuring Costco, Marshall's, Bed Bath and Beyond, Harkins Theatre and a multitude of other shops and restaurants. The Gateway Pavilions Center is located within the City of Avondale and is zoned PAD (Planned Area Development) with allowances for C-2 (Community Commercial) uses. |
| WEST OF THE RID CANAL | Multiple land uses border the subject property to the west, separated by the Roosevelt Irrigation District canal. From south to north, these uses include:<br><br>• A 20-acre site, zoned PAD (Planned Area Development), developed with a 400-unit multi-family apartment development, Avalon Apartments.<br>• A 20-acre site, zoned RR-43 (Rural Residential), owned by the Pendergast Elementary School District and developed with the Rio Vista Elementary School. The school's athletic fields occupy the east half of the school site closest to the Virtua99 development.<br>• A series of residential lots located within a County island. The lots range in size from just under 1-acre to as large as 5-acres and are developed with single family residences, related structures for the keeping of livestock, and a place of worship. The lots are all zoned Maricopa County RU-43 (Rural Residential). |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Pendergast Elementary School District<br>Tolleson Union High School District |
| ELEMENTARY SCHOOL | Rio Vista Elementary School |
| HIGH SCHOOL | Westview High School |

| *ADJACENT STREETS* | |
|---|---|
| **99th Avenue** | |
| Classification | City of Phoenix Arterial |
| Existing half-street ROW | 33' to 55' (Varies by Location) |
| Standard half-street ROW | 70' with additional ROW for deceleration/turn lanes, etc. |
| Existing half-street improvements | 2 travel lanes and a surface level SRP irrigation canal |
| Standard half-street improvements | 3 travel lanes, landscaped center median, curb-and-gutter, street lights, detached sidewalk, and landscaping, and relocation/undergrounding of the SRP canal to the west, within an easement on the Virtua99 property. |

| *UTILITIES* |
|---|
| The development will have access to an existing 16" waterline in 99th Avenue that terminates short of the property's northern boundary, a 16" waterline at the southern boundary of the property adjacent to the RID Canal, and a 12" waterline in Encanto Boulevard that terminates west of the RID Canal. It is likely that each of these lines will be utilized, and in the case of the Encanto Boulevard and 99th Avenue lines, extended, to provide water to the development and meet City looping requirements.<br><br>The development will have access to an existing 15" sewer line in 103rd Avenue. An extension of this line down Encanto Boulevard, under the RID canal, will likely be required to provide sewer services for the project.<br><br>The development will be responsible for undergrounding the existing, above-ground SRP irrigation canal which runs adjacent to 99th Avenue. The location of the underground canal will be west of its current alignment, in a USA easement, to allow for the required widening of 99th Avenue.<br><br>SRP provides electrical service in this portion of Avondale. |

# Exhibit E

## Approved PAD Development Plan

Avondale Station (formerly Virtua99)

Copyright, hilgartwilson 2015 – This plan document set is the sole property of hilgartwilson. No alterations to these plans,other than adding "as-built" information, are allowed by anyone other than authorized hilgartwilson employees.

| LAND USE TABLE | | | |
|---|---|---|---|
| Land Use | Area (ac) | Density | Target Density |
| Single Family Residential | 14.5 | 6 - 10 DU/ac | 8 DU/ac |
| Multifamily | 22.1 | 20 - 24 DU/ac | 22 DU/ac |
| Commercial 1 | 11.5 | - | - |
| Commercial 2 | 11.7 | - | - |
| *Total* | *59.8* | - | - |

# VIRTUA99 AVONDALE

AVONDALE, AZ

## CONCEPTUAL LAND USE PLAN
## EXHIBIT E

SCALE: 1"=100'
OCTOBER 2019 NORTH

DESIGNED AND PREPARED BY:
HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
This plan is conceptual and subject to change through the planning and development process.

I:\1500\1599\1599.0301 – Quyp Holdings\PLANNING\ENTITLEMENT\PAD AMENDMENT\EXHIBITS\1599 – PAD AMEND SITE PLAN.dwg 10/17/2019 2:49 PM

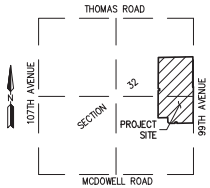
# Exhibit F

## Proposed Re-Plat

Avondale Station

Submitted
October 23,
2019

# FINAL PLAT
FOR
# "AVONDALE STATION"
## A COMMERCIAL SUBDIVISION
BEING A REPLAT OF "99TH & ENCANTO", AS RECORDED IN BOOK 1375, PAGE 28, AND IN BOOK 1437, PAGE 35, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND A PORTION OF THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



**VICINITY MAP**
NOT TO SCALE

## DEDICATION
STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

KNOW ALL MEN BY THESE PRESENTS:

THAT VIRTUA 99TH LLC, AN ARIZONA LIMITED LIABILITY COMPANY, VIRTUA 99TH HOTEL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND VIRTUA 99TH HOTEL II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS, HAVE SUBDIVIDED UNDER THE NAME OF "AVONDALE STATION" BEING A COMMERCIAL SUBDIVISION BEING A REPLAT OF "99TH & ENCANTO", AS RECORDED IN BOOK 1375 PAGE 28, AND IN BOOK 1437, PAGE 35, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AND A PORTION OF THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF "AVONDALE STATION" HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREETS, LOTS, TRACTS AND EASEMENTS CONSTITUTING SAME AND THAT EACH STREET, LOT AND TRACT SHALL BE KNOWN BY THE NAME, NUMBER OR LETTER GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

TRACTS A AND B ARE HEREBY DECLARED AS COMMON AREAS TO BE OWNED AND MAINTAINED BY THE VIRTUA 99TH LLC, AN ARIZONA LIMITED LIABILITY COMPANY, VIRTUA 99TH HOTEL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND VIRTUA 99TH HOTEL II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY,

THE OWNERS, AS LISTED ABOVE, HEREBY DEDICATE IN FEE ALL RIGHT TITLE AND INTEREST TO THE CITY FOR USE AS SUCH, THE STREET RIGHTS OF WAY AS SHOWN ON SAID MAP AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

AN EASEMENT FOR PUBLIC WATER IS HEREBY DEDICATED TO THE CITY OF AVONDALE OVER TRACT A.

AN EASEMENT FOR PUBLIC WATER AND SEWER IS HEREBY DEDICATED TO THE CITY OF AVONDALE OVER TRACT B.

EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF:

VIRTUA 99TH LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: VIRTUA 99TH HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, SOLE MEMBER
BY: QUYP DEVELOPMENT SERVICES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: _____
QUYNH PALOMINO, MANAGER

VIRTUA 99TH HOTEL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: VIRTUA AVONDALE HOSPITALITY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, SOLE MEMBER
BY: VIRTUA PARTNERS LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: _____
QUYNH PALOMINO, MANAGER

VIRTUA 99TH HOTEL II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
BY: VIRTUA AVONDALE HOSPITALITY II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, SOLE MEMBER
BY: VIRTUA 99TH HOTEL II HOLDINGS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, SOLE MANAGING MEMBER
BY: QUYP HOSPITALITY, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, MANAGER

BY: _____
QUYNH PALOMINO, MANAGER

## ACKNOWLEDGMENT
STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF VIRTUA 99TH LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

## ACKNOWLEDGMENT
STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF VIRTUA 99TH HOTEL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

## ACKNOWLEDGMENT
STATE OF ARIZONA )
)SS
COUNTY OF MARICOPA )

BEFORE ME THIS _____ DAY OF _____, 2019 _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____, OF VIRTUA 99TH HOTEL II, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND ACKNOWLEDGED THAT HE/SHE, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

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

NOTARY PUBLIC: _____ MY COMMISSION EXPIRES: _____

## BASIS OF BEARING
BASIS OF BEARING IS N00°23'34"E ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST, MARICOPA COUNTY, ARIZONA, BETWEEN THE MONUMENTS AS SHOWN HEREON.

## 100-YEAR ASSURED WATER SUPPLY
THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

## LEGAL DESCRIPTION
A PORTION OF LAND BEING SITUATED WITHIN THE EAST HALF OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HAND HOLE ACCEPTED AS THE EAST QUARTER CORNER OF SAID SECTION 32 FROM WHICH A FOUND 3" ADOT HIGHWAY DIVISION ALUMINUM CAP IN HAND HOLE ACCEPTED AS THE SOUTHEAST CORNER THEREOF BEARS SOUTH 00°25'36" WEST, 2642.41 FEET;
THENCE SOUTH 88°53'52" WEST, 33.01 FEET ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING;
THENCE SOUTH 00°25'36" WEST, 1231.16 FEET ALONG A LINE THAT IS PARALLEL WITH AND 33.00 FEET WEST OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 88°55'11" WEST, 551.99 FEET ALONG A LINE THAT IS PARALLEL WITH AND 90.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, NORTH 00°25'33" EAST, 45.00 FEET;
THENCE SOUTH 88°55'11" WEST, 60.00 FEET ALONG A LINE THAT IS PARALLEL WITH AND 135.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 00°25'33" WEST, 45.00 FEET;
THENCE SOUTH 88°55'11" WEST, 198.75 FEET ALONG A LINE THAT IS PARALLEL WITH AND 90.00 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, NORTH 46°05'52" WEST, 66.45 FEET;
THENCE NORTH 01°05'52" WEST, 152.97 FEET;
THENCE SOUTH 88°55'11" WEST, 333.00 FEET;
THENCE NORTH 00°21'19" EAST, 925.66 FEET ALONG A LINE THAT IS PARALLEL WITH AND 90.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, NORTH 88°53'52" EAST, 50.00 FEET;
THENCE NORTH 00°21'19" EAST, 65.00 FEET ALONG A LINE THAT IS PARALLEL WITH AND 140.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, SOUTH 88°53'52" WEST, 50.00 FEET;
THENCE NORTH 00°21'19" EAST, 40.00 FEET ALONG A LINE THAT IS PARALLEL WITH AND 90.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 32;
THENCE NORTH 00°20'20" EAST, 1025.54 FEET ALONG A LINE THAT IS PARALLEL WITH AND 90.00 FEET EAST OF THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, NORTH 88°53'52" EAST, 1176.30 FEET;
THENCE SOUTH 00°23'34" WEST, 1025.57 FEET ALONG A LINE WHICH IS 55.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 32;
THENCE LEAVING SAID PARALLEL LINE, NORTH 88°53'52" EAST, 22.01 FEET ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 32, TO THE POINT OF BEGINNING.

| LOT TABLE | | |
|---|---|---|
| LOT | AREA (ACRES) | SQ. FT. |
| LOT 1 | 11.2443 | 489803 |
| LOT 2 | 20.4134 | 889208 |
| LOT 3 | 14.4967 | 631475 |
| LOT 4 | 2.6735 | 116457 |
| LOT 5 | 2.9771 | 129682 |
| LOT 6 | 2.4897 | 108452 |
| LOT 7 | 2.4174 | 105300 |

| TRACT TABLE | | |
|---|---|---|
| TRACT | AREA (ACRES) | USE |
| TRACT A | 0.5280 | PRIVATE DRIVE, PUBLIC WATER & SEWER |
| TRACT B | 1.1341 | DRAINAGE & PRIVATE ACCESSWAY, PUBLIC WATER & SEWER |

1. COMMON AREAS MAY INCLUDE OPEN SPACE, LANDSCAPING, PEDESTRIAN PATHS AND/OR AMENITIES.
2. SPECIFIC EASEMENTS THAT ARE BEING DEDICATED AS PART OF THIS PLAT ARE FULLY DELINEATED ON THE FOLLOWING SHEETS.
3. THE USES SHOWN IN THE TRACT TABLE ABOVE DO NOT INTEND TO GRANT EASEMENTS THAT ARE BLANKET IN NATURE OVER THE ENTIRE TRACT.

| SITE DATA | | |
|---|---|---|
| GROSS AREA | 2,603,713 SQ. FT. | 59.7730 AC. |
| NET AREA | 2,542,776 SQ. FT. | 58.3741 AC. |
| TOTAL LOTS | 7 | |
| EXISTING ZONING | P.A.D. | |
| TOTAL TRACT AREA | 72,400 SQ. FT. | 1.4711 AC. |
| TOTAL LOT AREA | 2,470,377 SQ. FT. | 56.7121 AC. |
| RIGHT-OF-WAY AREA | 60,937 SQ. FT. | 1.3989 AC. |

## SHEET INDEX
FP01-COVER SHEET, TRACT TABLE, LOT TABLE, KEY MAP, DETAIL
FP02-PLAT SHEET
FP03-PLAT SHEET DETAIL

## OWNER
VIRTUA 99TH LLC
VIRTUA 99TH HOTEL
VIRTUA 99TH HOTEL II
7600 N. 15TH ST., STE. 150-19
PHOENIX, ARIZONA 85020
PHONE: (480) 346-9600
CONTACT: NICK MONTAGUE

## SURVEYOR
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
PHONE: (602) 490-0535
CONTACT: KIRK J. PANGUS, RLS
kpangus@hilgartwilson.com

## NOTES
1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY AND LANDSCAPE MEDIANS ARE TO BE MAINTAINED BY THE VIRTUA 99TH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES UNDER 69KV SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. ALL DRAINAGE EASEMENTS SHOWN ARE PRIVATE AND SHALL BE MAINTAINED BY THE OWNER.

## BOUNDARY CORNER NOTIFICATION
PER THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS (ADOPTED FEB. 6, 2010), EXTERIOR BOUNDARY CORNERS WILL BE SET BY THE SURVEYOR WHO CERTIFIED THIS PLAT. IT IS THE RESPONSIBILITY OF THE SUBDIVIDER TO ENSURE THAT INTERIOR CORNERS OF THE SUBDIVISION ARE SET (I) WITHIN NINETY (90) DAYS AFTER COMPLETION OF THE CONSTRUCTION IMPROVEMENTS, OR (II) WITHIN TWO (2) YEARS AFTER RECORDATION OF THE SUBDIVISION PLAT. WHICHEVER DATE IS FIRST TO OCCUR. THE INTERIOR CORNERS OF THE SUBDIVISION MAY BE STAKED BY SURVEYORS OTHER THAN WHO CERTIFIED THIS SURVEY. IT WILL BE THE RESPONSIBILITY OF THE OTHER SURVEYOR WHO STAKES THE INTERIOR CORNERS OF THE SUBDIVISION TO RECORD A "RECORD OF SURVEY" WITH THE COUNTY RECORDER, CONSISTENT WITH CURRENT ARIZONA BOUNDARY MINIMUM STANDARDS.

VIRTUA 99TH, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

ITS: _____

## APPROVALS AND ACCEPTANCE OF DEDICATION
PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS_____ DAY OF_____ ,2019

_____ _____
MAYOR DATE

_____ _____
ATTEST: CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

## SURVEYORS CERTIFICATION
THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JANUARY 2019; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE EXTERIOR BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THIS SURVEY TO BE RETRACED.

KIRK J. PANGUS
RLS# 19344
HILGARTWILSON, LLC
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, ARIZONA 85016
P: 602.490.0535
kpangus@hilgartwilson.com

NOTE:
A.R.S. 32-151 STATES THAT THE USE OF THE WORD "CERTIFY" OR "CERTIFICATION" BY A PERSON OR FIRM THAT IS REGISTERED OR CERTIFIED BY THE BOARD IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING FACTS OR FINDINGS THAT ARE SUBJECT OF THE CERTIFICATION AND DOES NOT CONSTITUTE AN EXPRESS OR IMPLIED WARRANTY OR GUARANTEE.

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE
2141 E. HIGHLAND AVE., STE. 250 P: 602.490.0535 / F: 602.368.2436
PHOENIX, AZ 85016 www.hilgartwilson.com

AVONDALE STATION
N.W.C. & S.W.C. OF 99TH AVENUE & ENCANTO BOULEVARD
AVONDALE, ARIZONA

FINAL PLAT

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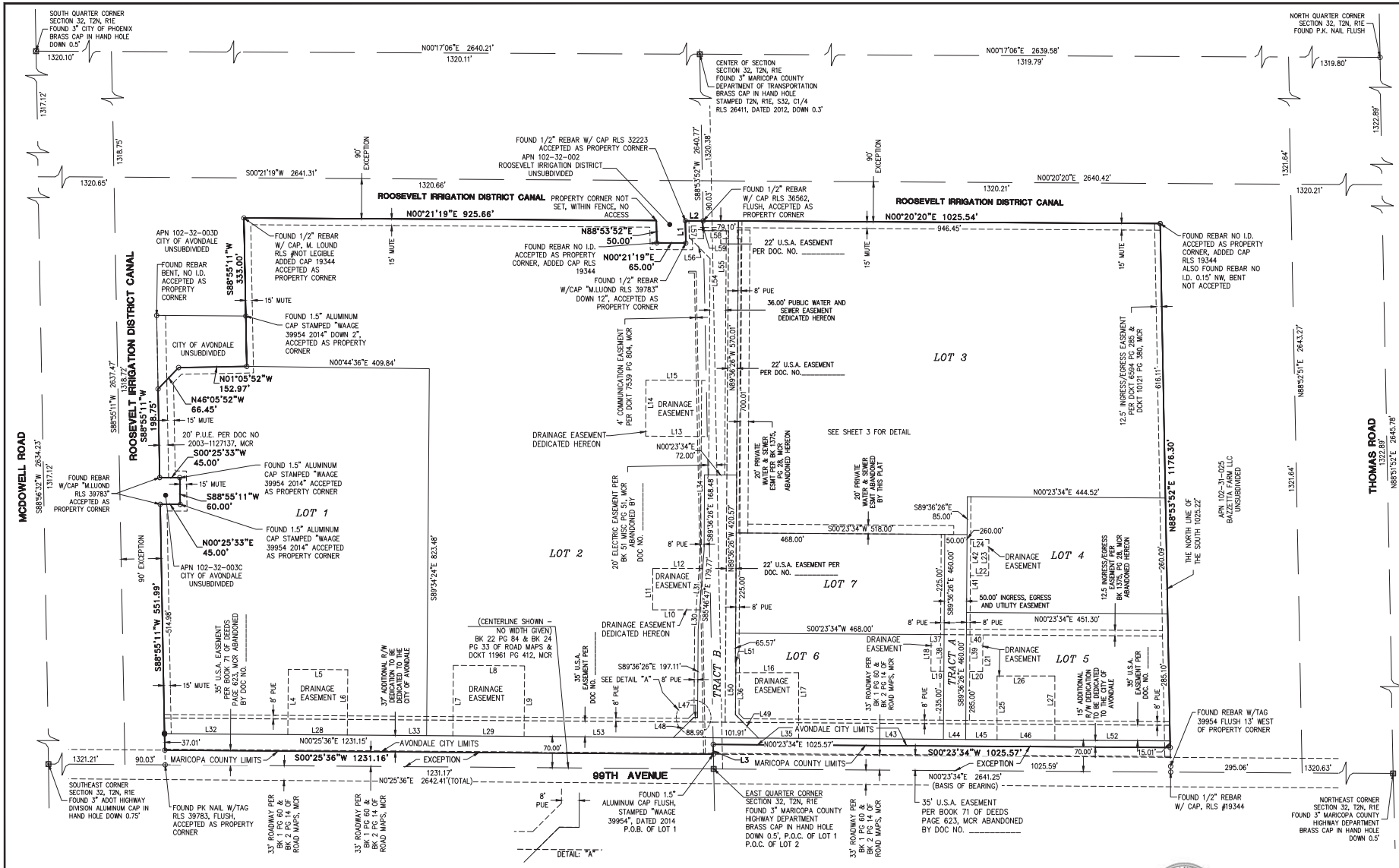
PROJ. NO.: 1599
STATUS:
DATE: JUNE 2019
SCALE: AS SHOWN
MUNICIPAL TRACKING NO:
DRAWN: CS/RW
APPROVED: KJP

DWG. NO.
**FP01**
SHT. 1 OF 3

U:\1500\1599\SURVEY\PLAT\1599-FP01.dwg 10/29/2019 9:16 AM




| LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | | LINE TABLE | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH | LINE # | DIRECTION | LENGTH |
| L1 | S88°53'52"W | 50.00' | L7 | S89°34'24"E | 158.00' | L13 | N00°21'48"E | 133.00' | L19 | N00°00'00"E | 29.00' | L25 | N90°00'00"E | 143.01' | L31 | N85°46'47"W | 93.25' | L37 | N00°23'34"E | 29.00' | L43 | N00°23'34"E | 324.85' | L49 | S45°26'14"W | 73.71' | L55 | N89°36'26"W | 547.99' |
| L2 | N00°21'19"E | 40.00' | L8 | N00°25'36"E | 160.00' | L14 | S89°36'26"E | 125.80' | L20 | S00°00'00"E | 29.00' | L26 | S00°00'00"E | 129.60' | L32 | N00°25'36"E | 276.65' | L38 | S89°36'26"E | 82.55' | L44 | N00°23'34"E | 50.00' | L50 | N89°36'26"W | 117.28' | L56 | N45°20'42"E | 66.58' |
| L3 | N88°53'52"E | 22.01' | L9 | S89°34'24"E | 158.00' | L15 | N00°21'48"E | 133.00' | L21 | S89°36'26"E | 82.53' | L27 | N90°00'00"W | 143.90' | L33 | N00°25'36"E | 236.84' | L39 | N89°36'26"W | 82.73' | L45 | N00°23'34"E | 70.28' | L51 | S00°00'00"E | 1.00' | L57 | N88°53'52"E | 37.60' |
| L4 | S89°34'24"E | 146.43' | L10 | S00°00'00"E | 105.35' | L16 | S00°00'00"E | 141.14' | L22 | S00°23'34"W | 41.00' | L28 | N00°25'36"E | 133.51' | L34 | N89°36'26"W | 254.42' | L40 | N00°23'34"E | 29.00' | L46 | N00°23'34"E | 129.60' | L52 | N00°23'34"E | 258.62' | L58 | S00°20'20"W | 53.51' |
| L5 | S00°25'36"W | 133.51' | L11 | N90°00'00"E | 93.00' | L17 | N90°00'00"W | 147.29' | L23 | S89°36'26"E | 81.00' | L29 | N00°25'36"E | 160.00' | L35 | N00°23'34"E | 90.07' | L41 | N89°36'26"W | 83.00' | L47 | S00°24'37"W | 8.86' | L53 | N00°25'36"E | 335.17' | L59 | S88°53'52"W | 22.01' |
| L6 | N89°34'24"W | 146.43' | L12 | S00°00'00"E | 112.21' | L18 | S89°36'26"E | 82.75' | L24 | N00°23'34"E | 41.00' | L30 | S85°46'47"E | 44.86' | L36 | N89°36'26"W | 94.16' | L42 | S89°36'26"E | 81.00' | L48 | N44°37'42"W | 63.60' | L54 | S89°36'26"E | 485.29' | | | |

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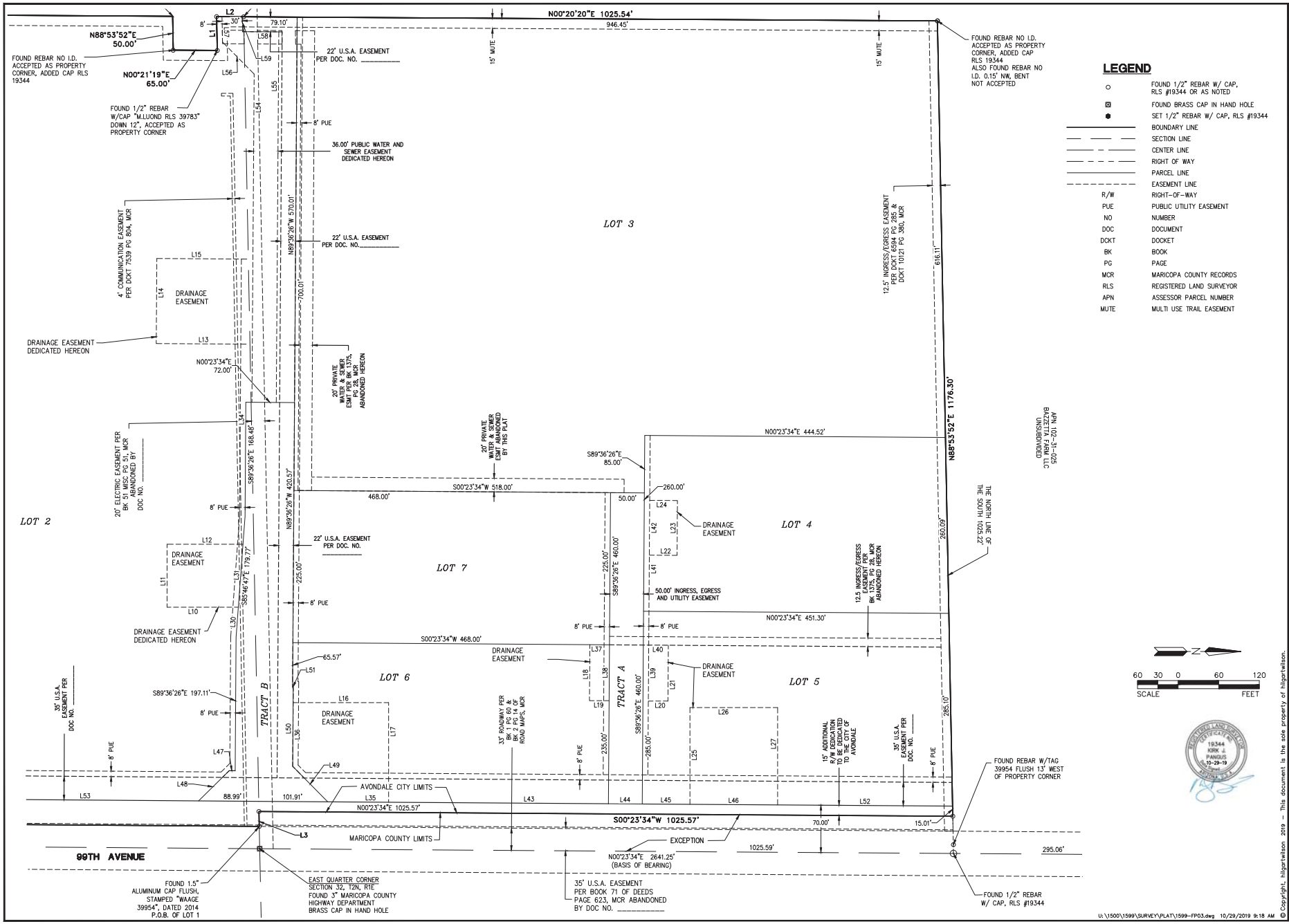
# AVONDALE STATION

N.W.C. & S.W.C. OF 99TH AVENUE & ENCANTO BOULEVARD
AVONDALE, ARIZONA

## FINAL PLAT

PROJ. NO.:1599
DATE: JUNE 2019
SCALE: AS SHOWN
DRAWN: CS/RW
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
FP02
SHT. 2 OF 3

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# AVONDALE STATION

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AVONDALE, ARIZONA

## FINAL PLAT

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PROJ. NO.:1599
DATE: JUNE 2019
SCALE: AS SHOWN
DRAWN: CS/RW
APPROVED: KJP
STATUS:
MUNICIPAL TRACKING NO:

DWG. NO.
**FP03**
SHT. 3 OF 3

Item Number: 3.m.

# CITY COUNCIL REPORT

**SUBJECT:** Re-Plat of City of Avondale “Riley Property” - Avondale Resource Center

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a City initiated request for approval of a Re-Plat of the “Riley Property”, approximately 9.94 acres of City-owned land located at the southwest corner of Riley Drive and 10th Street. The proposed Re-Plat will reconfigure three existing lots into two lots, one for development of the City’s new Resource Center, and the second for future development. The proposed Re-Plat also dedicates right-of-way triangles at the southwest corner of Riley Drive and 10th Street and the northwest corner of Western Avenue and 10th Street. The Council will take appropriate action.

**BACKGROUND:**

The 9.94-acre subject property is located at the southwest corner of Riley Drive and 10th Street (Exhibits A and B). The rectangular property features significant slope from north to south; a sizable portion of the southern half of the site is located within the floodplain. In addition to featuring frontage on Riley Drive and 10th Street, the property is bounded on the south by Western Avenue and on the west by right-of-way for a new street, 9th Street.

A Final Plat of the “Riley Property” was approved in 2007; the approved Final Plat divides the site into three rectangular parcels, each approximately 3.31 acres in area. The City intends to construct the new Resource Center on the north lot and a portion of the middle lot.

The General Plan 2030 Land Use Map designates the property as Industrial (Exhibit C). The existing uses and zoning of the surrounding properties are as follows:

**East of 10th Street:** An undeveloped 9.8-acre parcel owned by Maricopa County, zoned A-1 (General Industrial). The parcel, which until 2007 was owned by the City of Avondale, was previously developed as Coldwater Park. The park has been demolished and the parcel has been regraded.

**West:** A combination of developed and undeveloped land zoned A-1 (General Industrial). Developed sites include the vehicle storage yard for EZ-Towing.

**North of Riley Drive:** A combination of developed and undeveloped land zoned A-1 (General Industrial). Developed sites include the former West Valley View headquarters and printing facility at the northeast corner of Riley Drive and Eliseo C. Felix Jr. Way; the building is now used by Site Solar, a business that manufactures portable parking lot security lighting.

**South of Western Avenue:** Long, linear parcels featuring railroad tracks owned and operated by the Union Pacific Railroad Company (UPRR). The parcels containing the railroad facilities are zoned A-1 (General Industrial).

**SUMMARY OF REQUEST:**
The City is requesting approval of a Re-Plat of the "Riley Property". The proposed Re-Plat (Exhibit E) will reconfigure the existing three parcels into two lots, 6.62-acre "Lot 2" for the new Resource Center and 3.31-acre "Lot 1" for future development. The proposed Re-Plat also dedicates right-of-way triangles at the southwest corner of Riley Drive and 10th Street and the northwest corner of Western Avenue and 10th Street to accommodate improvements at those intersections.

**PUBLIC PARTICIPATION:**
Public notification is not required for Re-Plat applications.

**PLANNING COMMISSION ACTION:**
The Planning Commission does not review Re-Plat applications.

**ANALYSIS:**

- The proposed Re-Plat has been prepared by a Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

- The proposed Re-Plat is needed to prevent the new Resource Center from being constructed across lot lines.

**DISCUSSION:**

1. The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The conditions of approval are reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

**STRATEGIC PLAN:**
INITIATIVE: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Provide multi-generational recreation events and programs.

INITIATIVE: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Establish creative community spaces throughout the City.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Improve internal and external customer service delivery.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**

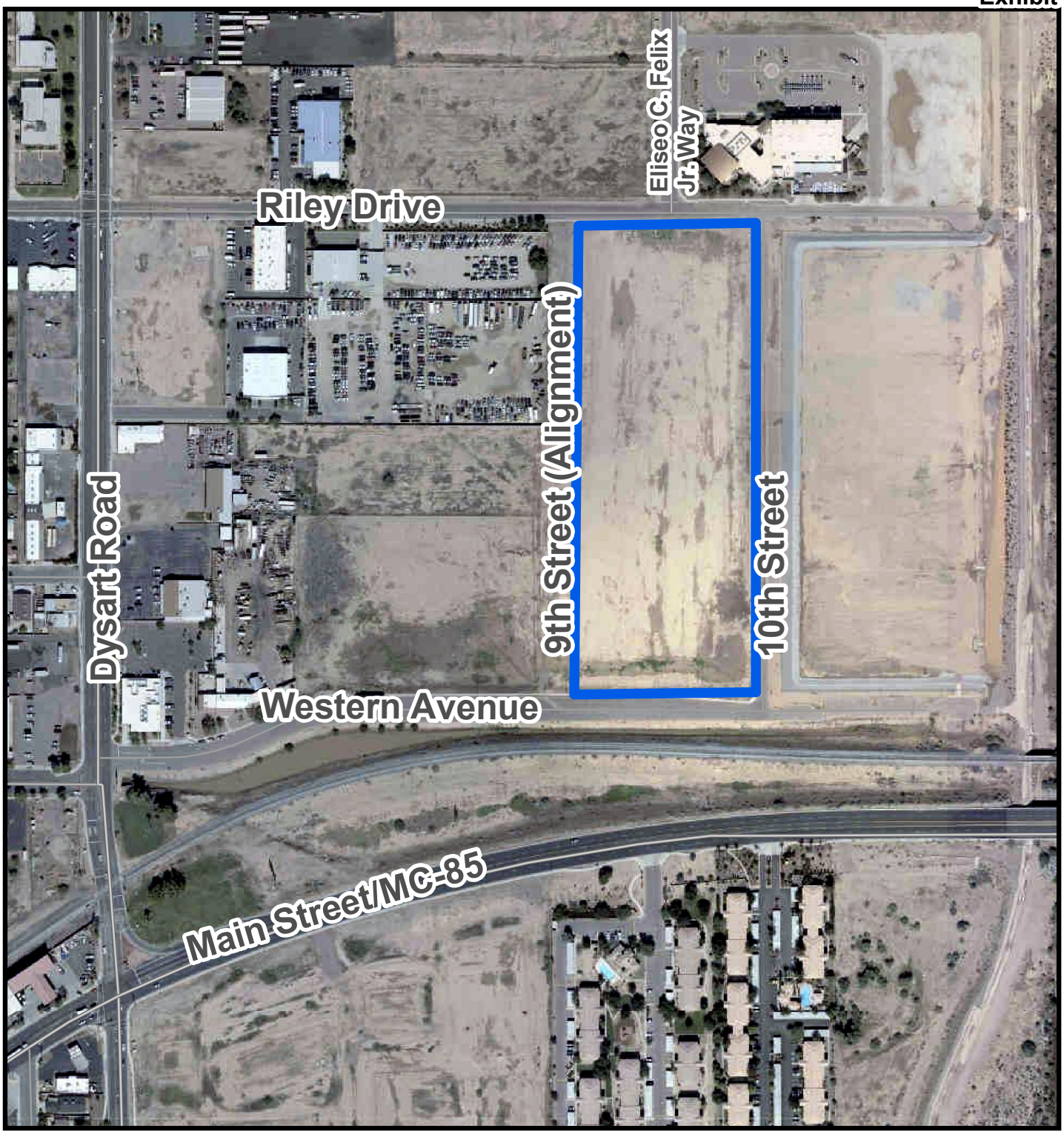
No public hearing is required. The City Council will **APPROVE** the City's request for a Re-Plat of the City of Avondale's "Riley Property", subject to the following one (1) condition of approval:

1. The recorded plat shall be in conformance with the Re-Plat for the "Riley Property" submitted on November 6, 2019.

**PROPOSED MOTION:**

I move that City Council **APPROVE** the City initiated request for a Re-Plat of the City of Avondale's "Riley Property", subject to one (1) recommended condition of approval as listed in the staff report.

Exhibit A

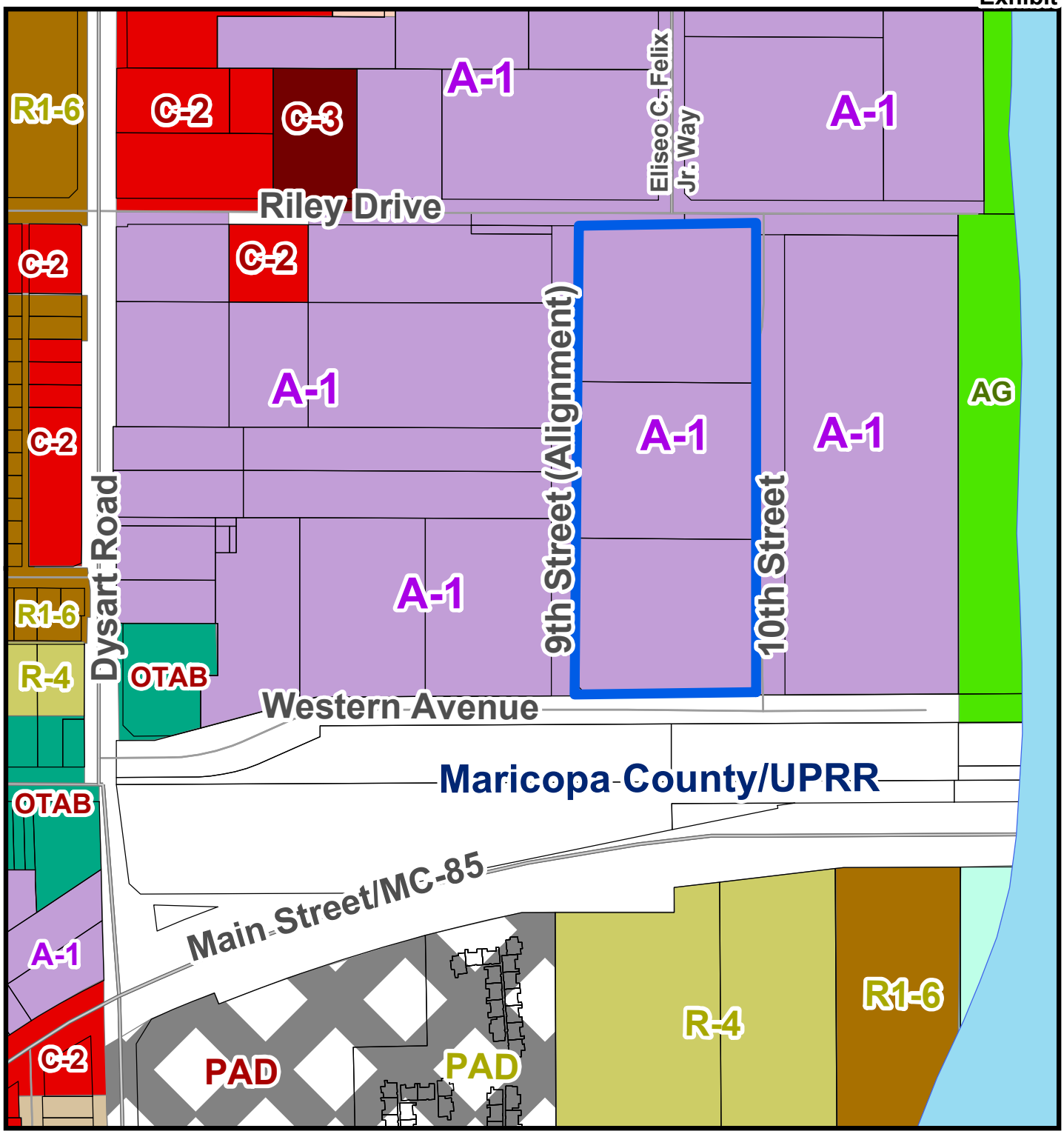



# Aerial Photograph

Avondale

Subject Property

Exhibit B

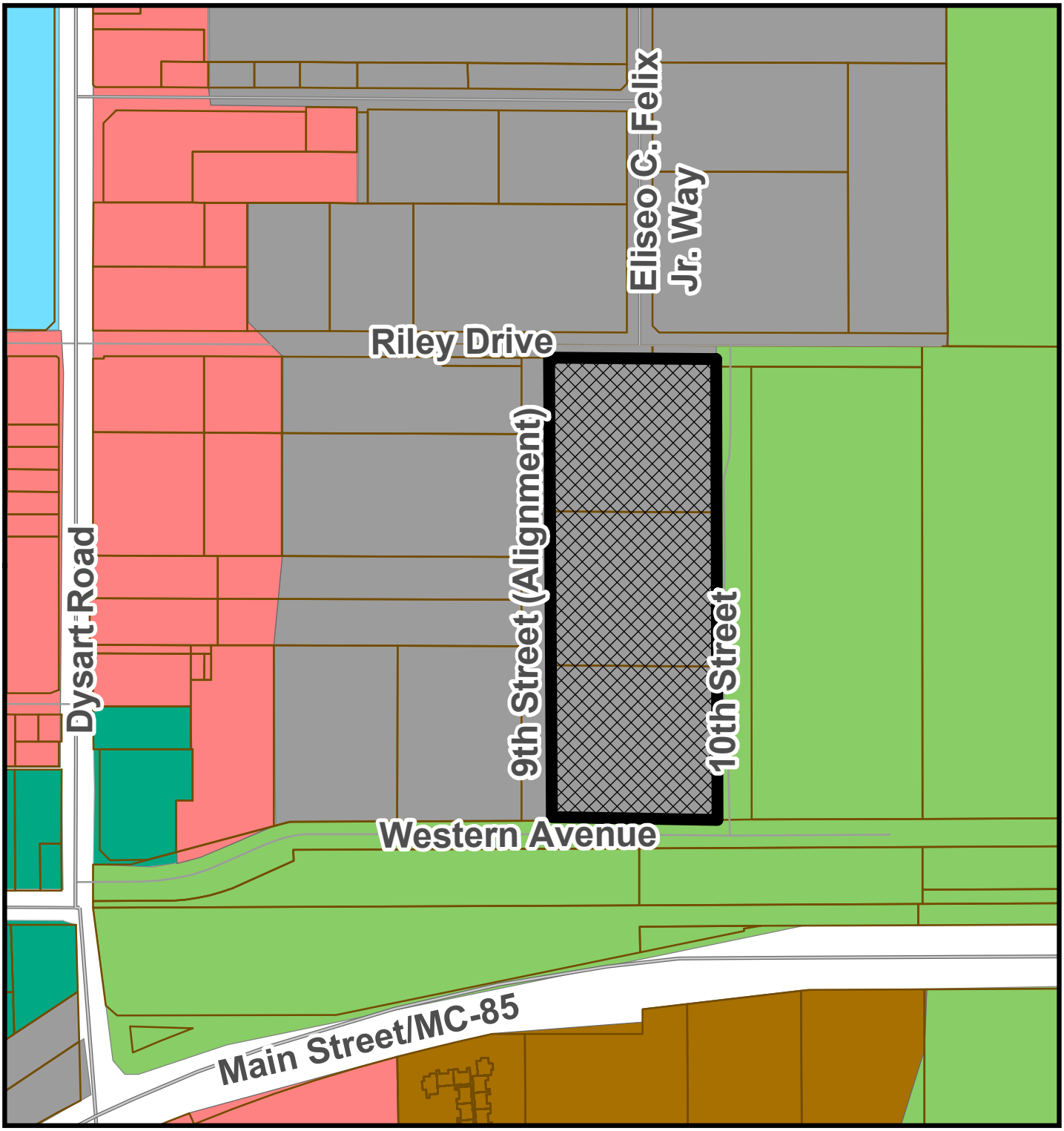



# Zoning Vicinity Map

Avondale

Subject Property

Exhibit C




# General Plan Land Use Map

- Local Commercial
- Historic Avondale District
- Industrial
- Open Space and Parks
- Education
- High Density Residential
- Subject Property

N

Avondale

**Exhibit D**

*SUMMARY OF RELATED FACTS*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | Approximately 9.94 acres |
| LOCATION | Southwest corner of Riley Drive and 10th Street |
| PHYSICAL CHARACTERISTICS | Rectangular property featuring significant slope from north to south, with a sizeable portion of the southern half of the site located within the floodplain. |
| EXISTING LAND USE | Vacant |
| EXISTING ZONING | A-1 (General Industrial) |
| ZONING HISTORY | The property was annexed in March 1960 and has been zoned A-1 (General Industrial) since September 1990. The City acquired the site from Maricopa County in October 2007. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH OF RILEY DRIVE | A combination of developed and undeveloped land zoned A-1 (General Industrial). Developed sites include the former West Valley View headquarters and printing facility at the northeast corner of Riley Drive and Eliseo C. Felix Jr. Way; the building is now used by Site Solar, a business that manufactures portable parking lot security lighting. |
| EAST OF 10TH STREET | An undeveloped 9.8-acre parcel owned by Maricopa County, zoned A-1 (General Industrial). The parcel, which until 2007 was owned by the City of Avondale, was previously developed as Coldwater Park. The park has been demolished and the parcel has been regraded. |
| SOUTH OF WESTERN AVENUE | Long, linear parcels featuring railroad tracks owned and operated by the Union Pacific Railroad Company (UPRR). The parcels containing the railroad facilities are zoned A-1 (General Industrial). |
| WEST | A combination of developed and undeveloped land zoned A-1 (General Industrial). Developed sites include the vehicle storage yard for EZ-Towing. |

| *GENERAL PLAN* |
|---|
| The General Plan 2030 Land Use Map designates the property as Industrial. The Industrial designation is intended to provide employment opportunities for heavy manufacturing within enclosed or partially enclosed structures. This category is typically characterized by uses that may need special consideration and may include refining, assembly, fabrication of products, demolition, solar, or wholesaling. The areas designated for industrial uses have adequate transportation access with an emphasis on minimal conflict with existing adjacent land uses. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Avondale Elementary School District; Agua Fria Union High School District |
| ELEMENTARY SCHOOL | Lattie Coor K-8, located at the northwest corner of Central Avenue and La Canada Boulevard |

| | |
|---|---|
| HIGH SCHOOL | Agua Fria High School, located at the northwest corner of Dysart Road and Riley Drive |

| *STREETS* | |
|---|---|
| **9th Street** | |
| Classification | Industrial Collector |
| Existing half-street ROW | 30 feet |
| Standard half-street ROW | 30 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 1 travel lane, ½ center turn lane, curb and gutter, sidewalk, street lights and landscaping. |
| **10th Street** | |
| Classification | Industrial Collector |
| Existing half-street ROW | 30-40 feet (varies by location) |
| Standard half-street ROW | 30 feet |
| Existing half-street improvements | 1 travel lane, curb and gutter, sidewalk (partial), and street lights. |
| Standard half-street improvements | 1 travel lane, ½ center turn lane, curb and gutter, sidewalk, street lights and landscaping. |
| **Riley Drive** | |
| Classification | Industrial Collector |
| Existing half-street ROW | 30 feet |
| Standard half-street ROW | 30 feet |
| Existing half-street improvements | 1 travel lane, curb, gutter, sidewalk, and street lights |
| Standard half-street improvements | 1 travel lane, ½ center turn lane, curb and gutter, sidewalk, street lights and landscaping. |
| **Western Avenue** | |
| Classification | Industrial Collector |
| Existing half-street ROW | 33 feet |
| Standard half-street ROW | 30 feet |
| Existing half-street improvements | 1 travel lane, curb, gutter, sidewalk, and street lights. |
| Standard half-street improvements | 1 travel lane, ½ center turn lane, curb and gutter, sidewalk, street lights and landscaping. |

| *UTILITIES* |
|---|
| The property has access to multiple water lines. An existing 12" distribution line runs through the property along its eastern edge. Additionally, there is an existing 8" water line in 10th Street, an existing 8" water line in Riley Drive, and an existing 12" water line in Western Avenue.<br><br>The property also has access to multiple existing sewer lines, including an existing 10" line in Western Avenue, an existing 8" line in 107th Street, and an existing 8" line in Riley Drive.<br><br>APS provides electrical service in this portion of Avondale. |

# Exhibit E

## Proposed Re-Plat

City of Avondale Riley Property

# RILEY PROPERTY 2

A REPLAT OF "RILEY PROPERTY"

ACCORDING TO BOOK 955, PAGE 25, OFFICIAL RECORDS OF MARICOPA COUNTY, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## DEDICATION

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

KNOW ALL MEN BY THESE PRESENTS: THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "RILEY PROPERTY 2", A TWO LOT COMMERCIAL SUBDIVISION BEING A REPLAT OF RILEY PROPERTY, AS RECORDED IN BOOK 955, PAGE 25, OFFICIAL RECORDS OF MARICOPA COUNTY, LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN AND PLATTED HEREON, HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "RILEY PROPERTY 2", A COMMERCIAL SUBDIVISION, AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT THE LOTS AND STREETS SHALL BE KNOWN BY THE NUMBER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN HERON.

IN WITNESS WHEREOF:

THE CITY OF AVONDALE, AN ARIZONA MUNICIPAL CORPORATION, AS OWNER, HAS HEREUNDER CAUSED ITS CORPORATE NAME TO BE AFFIXED BY THE UNDERSIGNED OFFICER HEREUNTO DULY AUTHORIZED,

THIS _____ DAY OF _____ , 2019.

BY: _____
MAYOR

## ACKNOWLEDGEMENT:

STATE OF ARIZONA }
} SS
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2019, THE UNDERSIGNED OFFICER,

_____ _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE THE MAYOR OF THE CITY OF AVONDALE. IN WITNESS WHEREFORE, I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

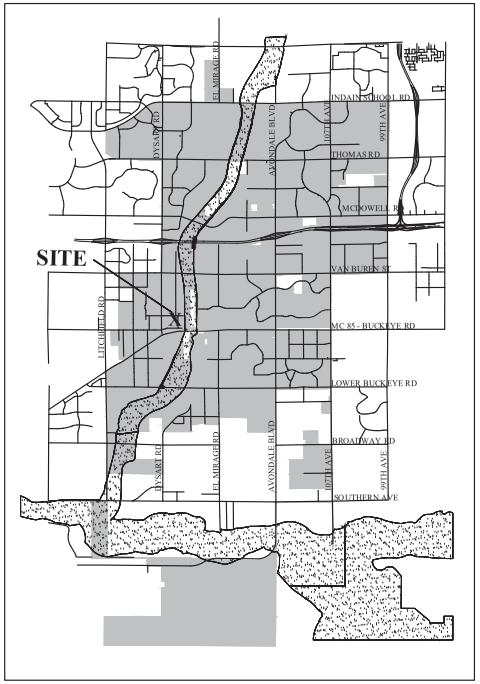
_____
NOTARY PUBLIC

## PARENT PARCEL DESCRIPTION

LOTS NO. 1, 2 AND 3 OF THE FINAL PLAT OF "RILEY PROPERTY" AS RECORDED IN BOOK 955 PAGE 25, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA

## NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY OWNER EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. PORTIONS OF THE SUBJECT PROPERTY, AS SHOWN, LIE WITHIN SHADED ZONES "A", "AH" AND "X" ACCORDING TO FIRM NO. 0413C2155M AND 04132165M, PUBLISHED BY FEMA NOVEMBER 5, 2015.




KEY MAP

| AREA TABLE | | |
|---|---|---|
| LOT 1 | 144,268 S.F. | 3.312 ACRES |
| LOT 2 | 288,738 S.F. | 6.628 ACRES |
| TOTAL | 433,006 S.F. | 9.940 ACRES |

## 100 YEAR ASSURED WATER SUPPLY:

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREAS OF THE CITY OF AVONDALE WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO SECTION 45-576 ARIZONA REVISED STATUTES.

## OWNER

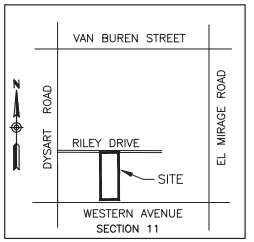
CITY OF AVONDALE
11465 W. CIVIC CENTER DRIVE
AVONDALE, ARIZONA 85323
Phone: 623-333-4216
CONTACT: DAVID JANOVER, P.E. – CITY ENGINEER

## SURVEYOR

DIBBLE ENGINEERING
7878 N. 16TH STREET
PHOENIX, ARIZONA 85020
PHONE: 602-957-1155
CONTACT: JASON P. GRAHAM RLS

## REFERENCE DOCUMENTS

ROS GDACS BOOK 694, PAGE 38, MCR
BOOK 955 OF MAPS, PAGE 25, MCR
BOOK 1319 OF MAPS, PAGE 45, MCR
DOC. 2005-0905028 MCR




VICINITY MAP
N.T.S.

## BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF SEC.11, T1N, R1W OF THE G&SRM, MARICOPA COUNTY, ARIZONA BEARING: N 00° 01' 11"W, PER BOOK 955, PAGE 25, M.C.R.

Submitted November 6, 2019

## APPROVALS AND ACCEPTANCE OF DEDICATION

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA,

THIS_____ DAY OF _____, 20__.

_____ _____
MAYOR DATE

_____ _____
ATTEST, CITY CLERK DATE

_____ _____
CITY ENGINEER DATE

## SURVEYORS CERTIFICATION

THIS CERTIFICATE OF SURVEY IS ONLY VALID IF IT BEARS THE ORIGINAL SEAL AND INKED SIGNATURE OF THE CERTIFYING PROFESSIONAL LAND SURVEYOR.

I, JASON P. GRAHAM, HEREBY CERTIFY THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THIS CERTIFICATE OF SURVEY IS BASED UPON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR MY DIRECT SUPERVISION AND THAT SAID SURVEY MEETS OR EXCEEDS THE CURRENT MINIMUM STANDARDS FOR AN ARIZONA BOUNDARY SURVEY TO THE BEST OF MY PROFESSIONAL ABILITIES, KNOWLEDGE, AND BELIEFS.

_____
JASON P. GRAHAM RLS 47537

Registered Land Surveyor
47537
JASON P.
GRAHAM
11/6/19


Dibble Engineering
7878 N. 16th Street
Suite 300
Phoenix, AZ 85020
P 602.957.1155
F 602.957.2838
www.dibblecorp.com


RILEY PROPERTY 2
A REPLAT OF "RILEY PROPERTY"
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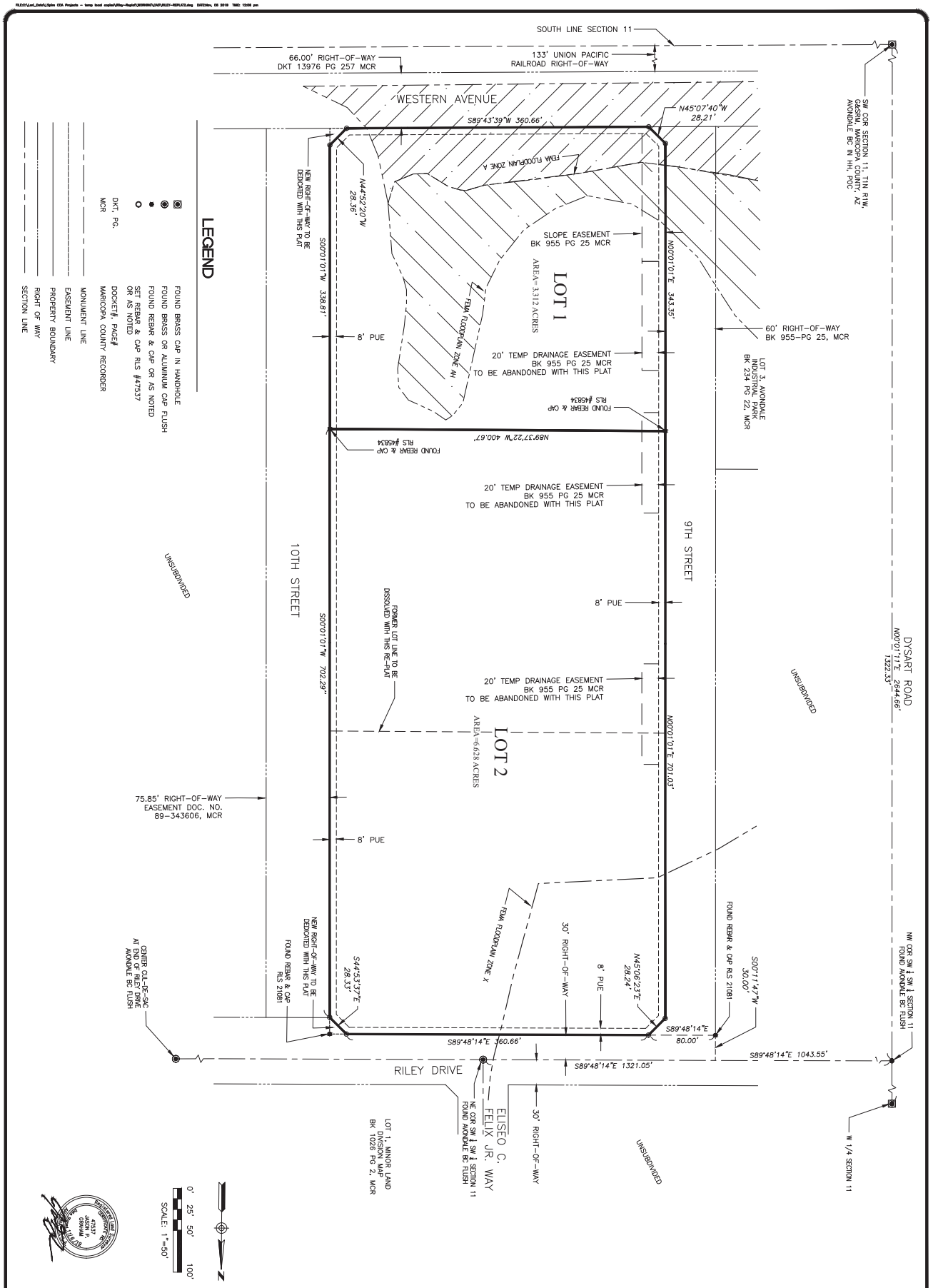
PROJECT NO: 10181130 | DATE: 11/05/19 | SCALE: AS SHOWN
SURVEYED: NOV. 2019 | DRAWN: LDS | REVIEWED: JPG
FIELD WORK: REK | REVIEWED:
REVISIONS: 11/6/2019

SHEET 1 OF 2




| SHEET | PROJECT NO: 1018119.01 | DATE: 11/05/19 | SCALE: AS SHOWN |
|---|---|---|---|
| 2 | SURVEYED: NOV. 2019 | DRAWN: LDS | REVIEWED: JPG |
| OF 2 | FIELD WORK: REK | | REVIEWED: |
| | REVISIONS: 11/6/2019 | | |

# RILEY PROPERTY 2

A REPLAT OF "RILEY PROPERTY"

ACCORDING TO BOOK 955, PAGE 25, OFFICIAL RECORDS OF MARICOPA COUNTY, BEING PART OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA


Dibble Engineering

7878 N. 16th Street
Suite 300
Phoenix, AZ 85020
P 602.957.1155
F 602.957.2838
www.dibblecorp.com

Item Number: 4.a.

# CITY COUNCIL REPORT

**SUBJECT:** Public Hearing and Resolution 3596-1219 - Minor General Plan Land Use Map Amendment for Avondale 50 – Application PL-19-0159

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will hold a public hearing and consider a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., to adopt Resolution 3596-1219 approving a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Avondale 50, a proposed 50.56 gross acre planned commerce park development at the northwest corner of 119th Avenue and Corporate Drive. The proposed Minor General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designation for the property from High Intensity Office to Business Park. The requested Business Park category accommodates development of campuses for light manufacturing, corporate commerce, office, research and development, limited warehouse and distribution uses, and other similar light industrial uses. The Council will take appropriate action.

**BACKGROUND:**

The 50.56 gross acre subject property (Exhibits A and B) is located at the northwest corner of 119th Avenue and Corporate Drive with approximately 1,300 feet of frontage along Interstate 10 (I-10). The site, which was annexed in April 1978, is rectangular, relatively flat, and features no unusual physical characteristics.

The property was rezoned from AG (Agricultural) to Avondale Spectrum Planned Area Development (PAD) in April 2008. The Avondale Spectrum PAD allowed a mix of uses on the property, including multi-story Class-A office adjacent to I-10, light industrial business park uses inward on the site, and a limited amount of retail/commercial uses at the intersection of Corporate Drive and 119th Avenue. At that time, the Avondale Zoning Ordinance required development of PADs to occur within 3-years of zoning approval. Because Avondale Spectrum did not develop in the allotted three-year time frame, the zoning was reverted to AG by action of the City Council in June 2011. The property's zoning has remained AG since the 2011 reversion.

The property is presently designated by the General Plan 2030 Land Use Map as High Intensity Office. The High Intensity Office designation allows for high-rise offices, potentially featuring retail, restaurant, and service uses at street level, served by structured parking.

Approval of the applicant's request for a Minor General Plan Amendment will change the land use designation on the property to Business Park. The Business Park designation is intended to allow for large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The category accommodates enclosed light manufacturing, corporate commerce, hotel,

multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related manufacturing, and limited warehouse and support services that support these primary employment uses. A map showing both the existing and proposed General Plan Land Use designations on the property is included as Exhibit C.

The existing uses and zoning of surrounding properties include:

**North:** Interstate10 (I-10), a ten-lane highway zoned AG (Agricultural). The width of I-10 right-of-way adjacent to the Avondale 50 site ranges from 680 to 770 feet.

**East:** An undeveloped 76.7-acre property in agricultural production, zoned City Center District (CCD). The site was removed from the boundaries of The BLVD and given a Mixed Use General Plan Land Use designation through a General Plan Amendment approved by City Council in September 2019.

**South (of Corporate Drive):** Desert Springs Village, a fully-developed 186-lot single-family residential subdivision, zoned Planned Area Development (PAD).

**West:** Multiple properties, the majority of which are zoned AG (Agricultural) and are in agricultural production. Two smaller abutting parcels are zoned R1-35 (Suburban Residential) and developed with single-family homes and accessory structures.

An application to rezone the subject property from Agricultural to Planned Area Development for development of a light industrial commerce park on the site will be considered by the Council separately at this same meeting. Approval of the proposed General Plan Amendment changing the property's land use designation to Business Park is required before the rezoning can be approved.

**SUMMARY OF REQUEST:**
The applicant is requesting approval of a Minor General Plan Amendment (GPA) to the General Plan 2030 Land Use Map to facilitate development of Avondale 50, a planned light industrial commerce park development at the northwest corner of 119th Avenue and Corporate Drive (Exhibit E).

As previously noted, the property currently features a General Plan 2030 Land Use designation of High Intensity Office. The High Intensity Office designation requires development of high-rise offices, potentially featuring retail, restaurant, and service uses at street level, served by structured parking. The requested Minor GPA will change the designation of the subject property to Business Park. The Business Park designation allows for large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related manufacturing, and limited warehouse and support services that support these primary employment uses. Though office uses are permitted in both designations, unlike the High Intensity Office designation, the Business Park designation allows for single-story buildings and surface parking.

This proposed GPA is the first step in the development process for the site. As indicated in the preceding section, a separate application to rezone the site to Planned Area Development (PAD) has been filed and will be heard at the same meeting as this GPA. The proposed Avondale 50 PAD provides for a range of light industrial and employment generating uses in conformance with the requested Business Park General Plan Land Use designation, within a three building commerce park campus. The proposed PAD Development Plan also incorporates the design measures listed in the Business Park category definition, including the provision of efficient on-site and off-site circulation, attractive and spacious landscaped setbacks, pedestrian

connections, and usable open space areas for employees. Required screening is accomplished through the strategic orientation of buildings, with heavier uses occurring interior to the site where they will have limited visibility from I-10 or surrounding streets.

**PUBLIC PARTICIPATION:**
A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on Thursday, October 10th in the Mojave Conference Room at Avondale City Hall. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Arizona Republic, were completed in at least fifteen days prior to the meeting as required. Except for the applicant and City Staff, no persons attended the Neighborhood Meeting (Exhibit F).

Staff was contacted via phone by a homeowner within the Desert Springs Village neighborhood south of the Avondale 50 site. The resident expressed concerns with the potential for increased truck traffic on 119th Avenue, a secondary access into the Desert Springs Village community. Staff communicated that while 119th Avenue may be used by some vehicles to get to the Avondale 50 site, the primary point of truck access is anticipated to be Corporate Drive, which will be constructed by the developer to Fairway Drive. The developer has expressed a commitment to work with City Staff to take steps to ensure that primary truck traffic to the site utilizes Corporate Drive and not 119th Avenue. A stipulation to this effect is included in Staff's recommendation for the rezoning application.

No comments related to the proposal have been posted on the City's aVOICE digital forum; six persons have viewed information about the request.

All required notifications for this City Council public hearing have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the City Council meeting via postcards sent on October 30, 2019. The meeting was advertised in the Wednesday, November 6, 2019 edition of the Arizona Republic. Lastly, a public hearing notice sign identifying meeting date, time, and location was installed on the property near the corner of 119th Avenue and Corporate Drive on November 5, 2019. No public comments beyond what is discussed above have been received to date.

**PLANNING COMMISSION ACTION:**
Planning Commission conducted a public hearing on the request on November 21, 2019 and voted 5-0 to recommend approval of the proposed Minor General Plan Amendment. Commission had the following questions and/or comments on the request:

- Commissioner Warren asked what, if anything, was occurring west of the site. Staff indicated there were no applications in for development on any of the parcels to the west, though it is anticipated it would likely develop in a similar Commerce Park fashion.

- Applicant Shaine T. Alleman, Tiffany and Bosco P.A., stated that he was delighted in the success of the public-private partnership of designing this project with Opus Group and City Staff, resulting in a significant re-design to produce what was presented.

- Commissioners Warren, Iwanski, and Vice Chair Amos all complemented the architectural design and were excited to see the project move forward.

**ANALYSIS:**
City Council must determine that the proposed amendment meets four findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

**1. The development pattern contained on the Land Use Plan inadequately provides the appropriate**

**optional sites for the use or change proposed in the amendment.**

- The majority of properties designated Business Park have been developed or are currently under development. Of the undeveloped properties with a Business Park designation, the majority are located between 101st Avenue and 107th Avenue, north of Van Buren Street and south of Roosevelt Street. These alternative sites do not enjoy direct frontage on I-10 and provide less efficient access to the freeway, making them less ideal for a development similar to the proposed Avondale 50.

- The new Fairway Drive/I-10 interchange currently under construction, anticipated to open in 2020, was not fully conceptualized when the General Plan 2030 Land Use Map was adopted. With inclusion of this new interchange in the City's transportation network, it is sensible to reconsider land uses that may not have been appropriate if an interchange was not provided. Business Park uses that may generate significant truck traffic incompatible with residential uses occurring north and south of Van Buren Street should be reconsidered now that trucks can access the property directly from I-10 via Corporate Drive.

**2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.**

- Development of high-rise office with structured parking, as required by the property's current High Intensity Office designation, is not supported by the current real estate market. As such, the property has remained vacant and undeveloped for many years. Conversely, there is high demand for light industrial commerce park development as evidenced by several new developments under construction in Avondale and the surrounding region. While the developer benefits from making the property more developable under current market conditions, the City also benefits through the creation of new jobs, added tax revenues, and an enhanced appearance from the perspective of I-10.

**3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.**

- Both the existing High Intensity Office and proposed Business Park designations are employment generating land use categories. Though the type of jobs generated within each will be different, development under either designation will produce new employment opportunities within the City. The proposed amendment does not represent a significant alteration in land use pattern.

- The amendment has been reviewed by the City's Engineering Division and is likely to require smaller and less expensive public infrastructure improvements than if the property developed under the existing High Intensity Office designation. The developer of Avondale 50 will bear all cost of all required improvements, including extending Corporate Drive west to Fairway Drive to allow trucks to access the site from I-10 in an efficient manner without impacting Van Buren Street.

- Through the accompanying PAD, the proposed development incorporates several measures intended to mitigate any impacts on surrounding land uses, particularly the existing Desert Springs Village community to the south. These measures include: 1) Landscape buffers with minimum depths of 30 feet are provided along the south property line (adjacent to Corporate Drive), east property line (adjacent to 119th Avenue), and north property line (adjacent to I-10). Planting of trees within those areas will soften the appearance of the new development and also filter any potential noise that may be generated. 2) All uses permitted in the PAD must occur indoors, with the exception of loading and unloading. 3) The proposed site is designed such that building elevations featuring truck bays, where

the most intense activity will be occurring, are oriented interior to the site so as not to be visible from surrounding properties or streets. 4) Buildings are architecturally enhanced and feature four-sided design so that they more closely resemble Class-A offices rather than typical light industrial developments that feature more lineal, unarticulated architecture. 5) Primary truck traffic is to access the site using Corporate Drive from I-10, via the new Fairway Drive interchange. This routing will limit impacts on the existing Desert Springs community that utilizes 119th Avenue as a secondary access.

**4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.**

The proposed amendment furthers several goals of the General Plan 2030, including, but not limited to:

- Land Use Goal #3, Policy D “Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity”.
- Economic Vitality Goal #1 “Grow and diversify Avondale’s economy and employment base through business retention, expansion, and development.”
- Economic Vitality Goal #10 “Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities.”
- Economic Vitality Goal #10, Policy B “Promote business park employment uses adjacent to high capacity roadway corridors, such as the I-10 Freeway and Van Buren Street.”
- Freeway Corridor Specific Plan Objective #1 “Prioritize the City’s appearance from the I-10 and Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary.”

**DISCUSSION:**
Staff finds this request meets the four required findings as discussed in the Analysis section of this report.

**STRATEGIC PLAN:**
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage development of businesses in healthcare, technology, and advanced manufacturing.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
City Council will conduct a public hearing and **ADOPT** the Resolution approving Application PL-19-0159 Avondale 50, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the subject property to Business Park.

**PROPOSED MOTION:**
I move that City Council **ADOPT** the Resolution approving Application PL-19-0159 Avondale 50, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the subject property to Business Park.

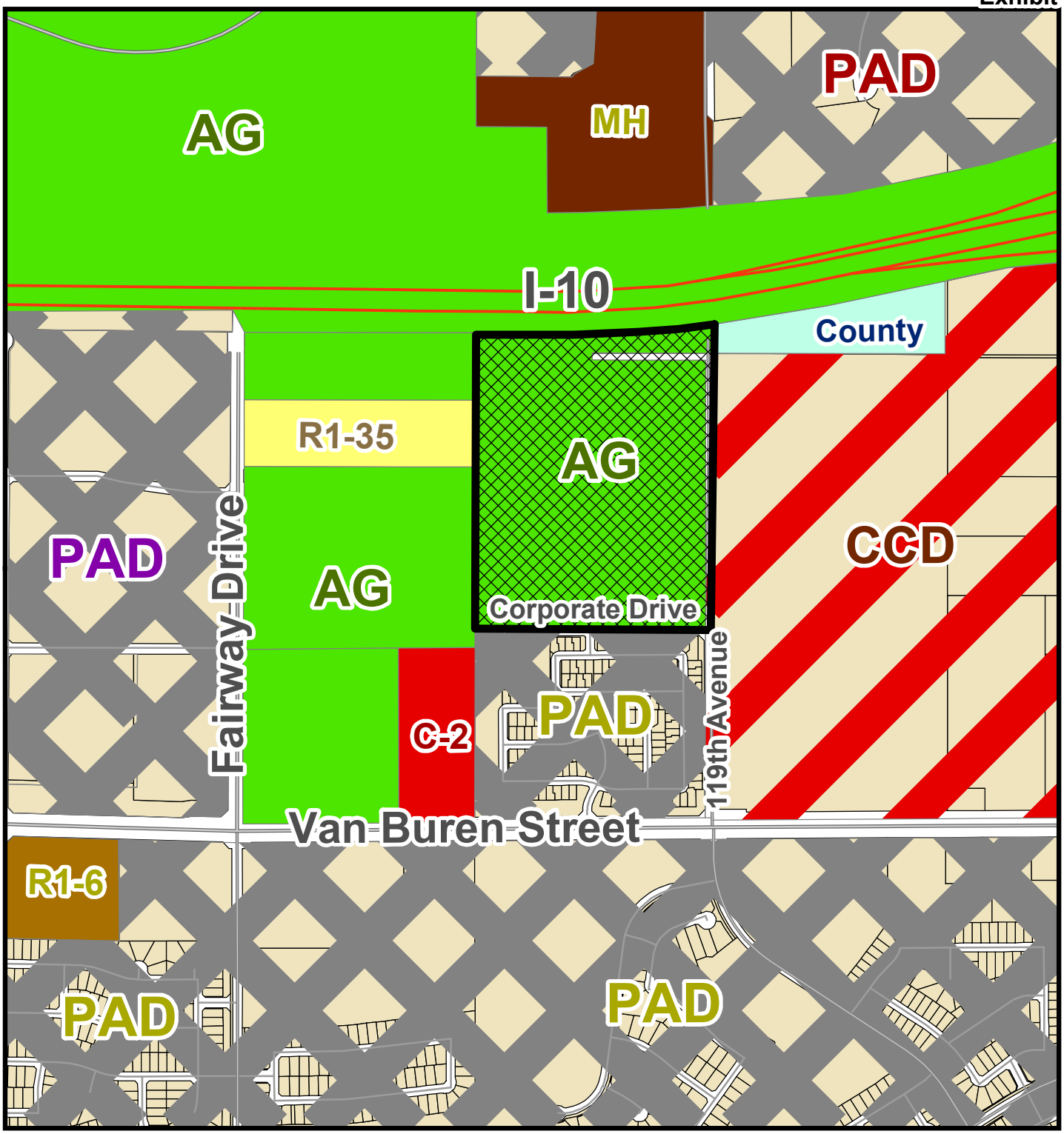
Exhibit A

# Aerial Photograph

Avondale

Subject Property

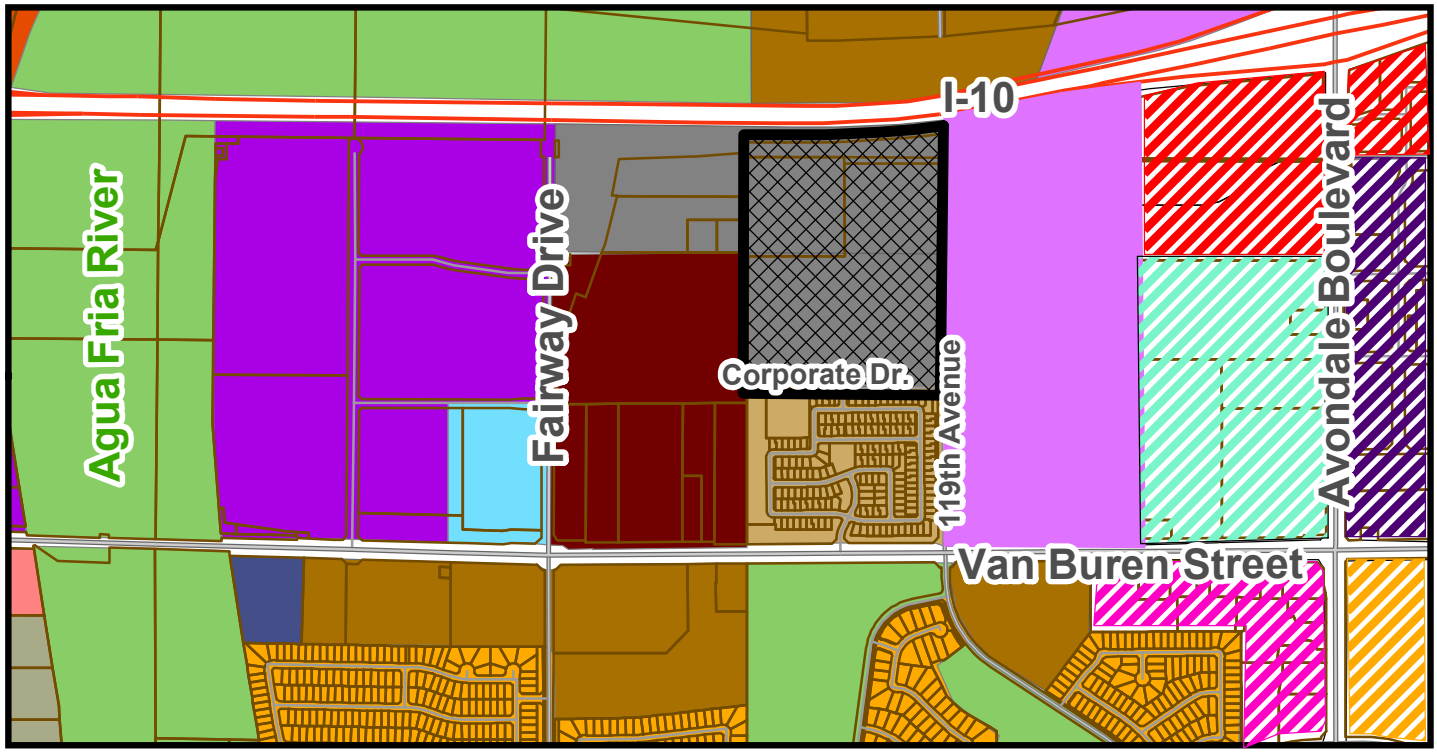
Exhibit B



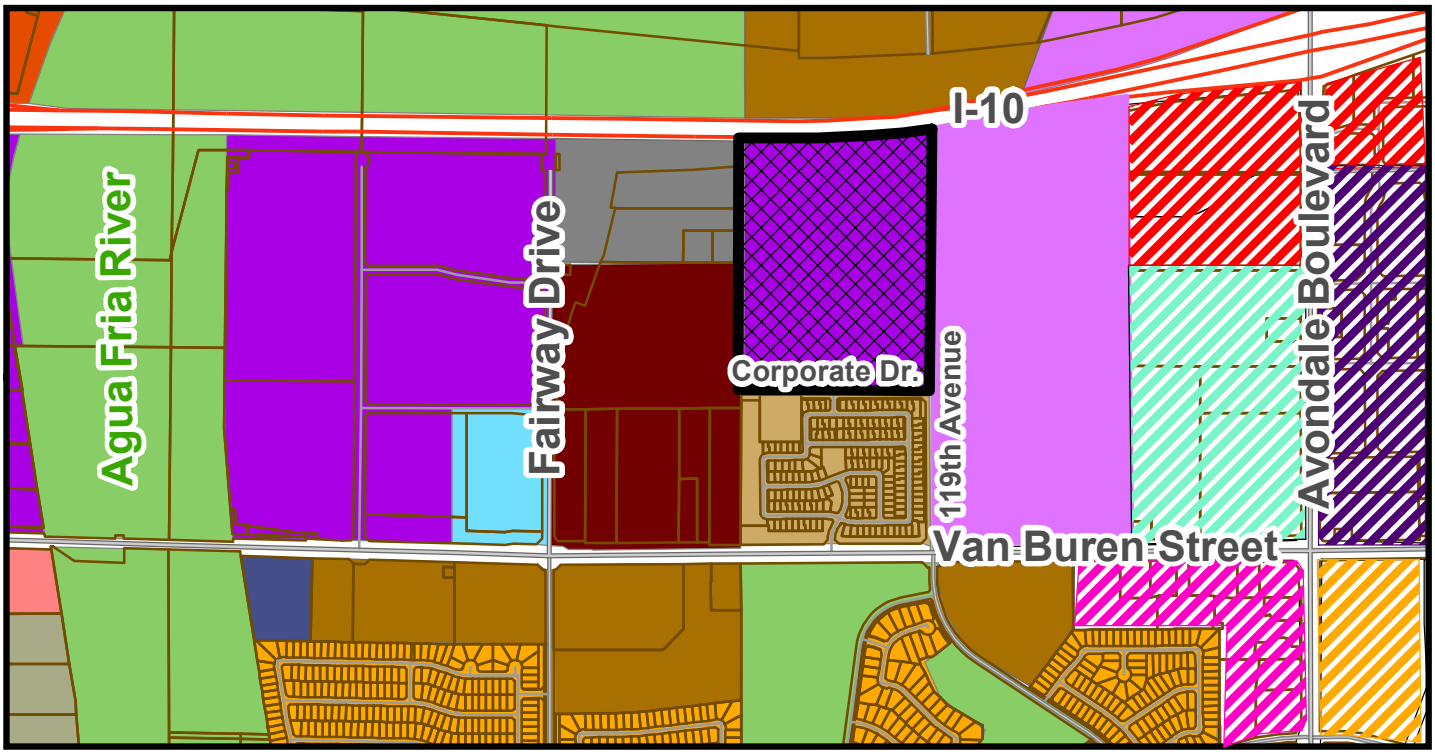

# Zoning Vicinity Map

Avondale

Subject Property




CURRENT LAND USE MAP




PROPOSED LAND USE MAP

# General Plan Land Use Map

Avondale

- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Urban Residential
- Open Space and Parks
- Public/Civic
- High Intensity Office
- Business Park
- Mixed Use
- The BLVD Gateway District
- The BLVD Village District
- The BLVD Park Avenue District
- The BLVD Neighborhood District
- The BLVD Promenade District
- Subject Property

*SUMMARY OF RELATED FACTS*

*APPLICATIONS PL-19-0159 & PL-19-0160*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | 50.56 gross acres |
| LOCATION | Northwest corner of 119th Avenue and Corporate Drive (formerly Roosevelt Street) |
| PHYSICAL CHARACTERISTICS | The rectangular site is flat with no unusual physical characteristics |
| EXISTING LAND USE | Agricultural |
| EXISTING ZONING | AG (Agricultural) |
| ZONING HISTORY | The property was annexed in April 1978. The site was rezoned from AG (Agricultural) to Avondale Spectrum Planned Area Development (PAD) in April 2008. The Avondale Spectrum PAD allowed a mix of uses on the property, including multi-story Class-A office adjacent to I-10, light industrial business park uses inward on the site, and a limited amount of retail/commercial uses at the intersection of Corporate Drive and 119th Avenue. Avondale Spectrum did not develop in the allotted three-year time frame for PADs in effect at that time and the zoning was reverted to AG by action of the City Council in June 2011. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | Interstate-10 (I-10), a major federal highway zoned AG (Agricultural). The width of I-10 right-of-way adjacent to the Avondale 50 site ranges from 680 to 770 feet. |
| EAST | An undeveloped 76.7-acre property in agricultural production. The property is zoned City Center District (CCD); however, the site was removed from the boundaries of The BLVD and given a Mixed Use General Plan Land Use designation in September 2019. |
| SOUTH OF CORPORATE DRIVE | Desert Springs Village, a fully developed 186-lot single-family residential subdivision, zoned Planned Area Development (PAD). |
| WEST | Multiple properties, the majority of which are zoned AG (Agricultural) and are in agricultural production. Two smaller abutting parcels are zoned R1-35 (Suburban Residential) and developed with single-family homes and agricultural accessory structures. |

| *GENERAL PLAN* |
|---|
| The property is designated High Intensity Office (HIO) by the General Plan 2030 Land Use Map. The High Intensity Office designation allows for high-rise offices, potentially featuring retail, restaurant, and service uses at street level, to be served by structured parking.<br><br>The applicant is requesting a Minor General Plan Amendment to change the Land Use designation of the property to Business Park. The Business Park designation is intended to allow for large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and |

refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related manufacturing, and limited warehouse and support services that support these primary employment uses.

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District<br>Tolleson Union High School District |
| ELEMENTARY SCHOOL | Littleton Elementary School |
| HIGH SCHOOL | La Joya Community High School |

| *ADJACENT STREETS* | |
|---|---|
| **119th Avenue** | |
| Classification | Minor Collector |
| Existing half-street ROW | None |
| Standard half-street ROW | 40’ |
| Existing half-street improvements | None |
| Standard half-street improvements | One through lane, half center turn lane, bike lane, detached sidewalk, curb, gutter, landscaping, street lights |
| **Corporate Drive (formerly Roosevelt Street)** | |
| Classification | Minor Collector |
| Existing half-street ROW | None |
| Standard half-street ROW | 40’ |
| Existing half-street improvements | None |
| Standard half-street improvements | One through lane, half center turn lane, bike lane, detached sidewalk, curb, gutter, landscaping, street lights |

| *UTILITIES* |
|---|
| Water will be provided to the Avondale 50 development from an existing 12” water line in Corporate Drive, which will be extended by the developer west to Fairway Drive. The developer will also extend the existing 12” water line in 119th Avenue from its current terminus at Corporate Drive north to serve the development.<br><br>Sewer will be provided to the site by an existing 36” sewer main in the 119th Avenue alignment.<br><br>Salt River Project (SRP) provides electrical service in this portion of the City. |

# Exhibit E

## Minor General Plan Amendment Narrative

Avondale 50

# Avondale 50

City of Avondale

**Minor General Plan Amendment Application**

Case # PL-19-0159

October 30, 2019

OPUS
THE OPUS GROUP

TB TIFFANY & BOSCO P.A.

## Table of Contents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## Table of Exhibits


Exhibit A – Regional Aerial Context Map
Exhibit B – Aerial Context Map
Exhibit C – Existing Avondale General Plan Map
Exhibit D – Proposed Avondale General Plan Map
Exhibit E – Existing Avondale Zoning Map
Exhibit F – Concept Site Plan
Exhibit G – Conceptual Site/Landscape Plan

# I. PROJECT PROFILE

| | |
|---|---|
| **Project Name** | Avondale 50 |
| **Property Owner** | Avondale I10, LLLP |
| **Assessor Parcel Numbers** | 500-01-003N (3.494 Ac), 500-01-009B (10.091 Ac), 500-01-009C (36.368 Ac) |
| **Project Location** | Northwest corner of Corporate Drive and N. 119th Avenue (alignment), Avondale, Arizona |
| **Project Area** | 49.95 Acres |
| **Current Zoning** | Agricultural (AG) |
| **General Plan** | High Intensity Office |
| **Development Team** | Legal Counsel<br>Tiffany & Bosco, P.A.<br>Shaine T. Alleman<br>Seventh Floor, Camelback Esplanade II<br>2525 East Camelback Road<br>Phoenix, Arizona 85016<br><br>Architecture<br>Opus AE Group, L.L.C.<br>Dean Newins<br>10350 Bren Road West<br>Minnetonka, MN 55343<br><br>Engineering<br>Civil & Environmental Consultants, Inc.<br>Thomas E. Meeks<br>11811 N. Tatum Boulevard, Suite 3057<br>Phoenix, Arizona 85028 |

# II. EXECUTIVE SUMMARY

This proposed Minor General Plan Map Amendment Application is for the approximately 49.95 Acres generally located at the northwest corner of the intersection of Corporate Drive and N. 119th Avenue (alignment) and identified by the Maricopa Assessor Office with parcel numbers 500-01-003N, 500-01-009B, and 500-01-009C (the "Property"). The Property will be developed by Opus Development Company, L.L.C. (the "Opus Group").

The Opus Group is a family of commercial real estate development, construction and design companies headquartered in Minneapolis with offices and projects across the country. It operates as a multidisciplinary team with expertise in development, capital markets and finance; project management and construction; and architecture, engineering and interior design. The Opus Group's clients have included Black & Decker, DHL, Fed Ex, Kraft Foods, Maytag Corporation, Miller Brewing, Nissan, Pep Boys, Porsche, and Xerox Corporation. In Arizona, the Opus Group projects include the Union Tempe (Tempe), Opus Airport Industrial (Phoenix), Goodyear Crossings Park (Goodyear), Longbow Gateway One (Mesa), Paradise 83 (Peoria), and the Pima Center (Scottsdale). All of these developments have been created with the utmost detail to design and construction quality, which the Opus Group prides itself on. The Opus Group is excited to collaborate with the City of Avondale (the "City") to bring a high quality development with enduring value that will support the City for many years.

This Application is a request to amend the Avondale General Plan 2030 Land Use Map designation from High Intensity Office to Business Park to allow for a large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The campus development is designed to accommodate enclosed light manufacturing, corporate commerce, research and development industries, solar, and renewable energy manufacturers, motor sports related industry manufacturers, and limited warehouse and support services that support these primary employment uses.

A PAD Rezoning Application is also being concurrently requested with this Application, which will change the Property zoning designation from Agricultural (AG) to PAD. We refer you to the Avondale 50 PAD Application for details regarding the proposed development.

The Applicant is aware of the City's goals for the surrounding area of the Property and its desire to promote uses that will bring development and economic vitality, employment opportunities, quality architectural character, and provide an appropriate balance of uses. In a recent City Council Work Session in 2018, the City discussed the Property's area and

the changing market shifts related to providing better economic and employment opportunities for this area and the City as a whole. The City has also discussed the opportunities that exist to revise the General Plan land use categories in the area to accommodate specific uses that are in compliance with the future development goals and policies of the City.

Traditionally, Avondale is exporting 90% of its employment to surrounding municipalities. This development is in a prime location with adjacent employment uses and the nearby "The BLVD" development area, which will attract those who want to live, work, and play in the City of Avondale.

The Avondale 50 PAD utilizes the "Commerce Park" zoning development standards as a baseline to be in compliance with this proposed General Plan Amendment request. The Opus Group is seeking flexibility for land uses to be allowed in portions of the development and provides enhanced architectural guidelines for buildings closer to the Interstate 10 Freeway. Strict design guideline standards will be upheld during the development process to ensure that the standards and land uses of the PAD's request are reasonable and acceptable within the Interstate 10 Freeway corridor, while also remaining compatible with other surrounding developments and land uses.

The Opus Group intends to pursue immediate development of the Property as soon as possible. The proposed minor general plan amendment, site plan, land use and development standards will create a framework for the Opus Group to develop a unique business/commerce park type development that will accent the design and development goals for the Interstate 10 Freeway corridor as stated in the General Plan 2030 and Freeway Corridor Specific Plan.

The prime location of the Property provides the opportunity to bring a beautiful development near the Interstate 10 Freeway and vital transportation connections that will make the City of Avondale proud.

# III. PROPERTY DESCRIPTION

**Site Description**

The Avondale 50 property is approximately 49.95 acres generally located at the northwest corner of the intersection of Corporate Drive and N. 119th Avenue (alignment). The location near the Interstate 10 Freeway provides an ideal opportunity for development that accommodates a large business/commerce park setting such as Avondale 50. The Property is located between the Interstate 10 Freeway and other larger empty lots used for agriculture. The Desert Springs Village, a single-family subdivision, is located to the south of the Property across from Corporate Drive. (*Please see EXHIBIT A – Regional Aerial Context Map)*.

As illustrated in *EXHIBIT B – Aerial Context Map*, the Property is comprised of three (3) vacant parcels that are contiguous to one another. The Property was historically used for Agricultural uses.

The Property currently contains an Avondale General Plan land use designation of High Intensity Office (*Please See EXHIBIT C – Existing Avondale General Plan Map*). The Applicant intends to amend this land use designation of Business Park (*Please See EXHIBIT D – Proposed Avondale General Plan Map*). The Property is currently zoned Agricultural (AG) under the City of Avondale Zoning Ordinance (*Please see EXHIBIT E – Existing Avondale Zoning Map*).

**Relationship to Surrounding Properties**

The Property is mostly surrounded by vacant property and agricultural uses with residential development to the south. The following table describes the surrounding conditions of the neighboring properties.

| Direction | Description | G.P. Land Use | Zoning |
|---|---|---|---|
| **North** | Interstate 10 Freeway | N/A | N/A |
| **East** | Agricultural Uses | Mixed Use | City Center Districts (CCD) |
| **South** | Desert Springs Village (Residential) | Medium-High Density Residential | Desert Springs Village PAD |
| **West** | Agricultural use with farm buildings | High Intensity Office | Agriculture (AG) |

**Topography**

There are no significant topographical or natural features of the property. The Property is undeveloped except for the SRP ditch that runs adjacent to 119th Avenue (alignment)

and the SRP powerlines that traverse the Property on the western boundary. The SRP ditch will be improved at time of development and meet all required SRP standards.

**Current Circulation**

The only developed street adjacent to the Property is Corporate Drive (formerly Roosevelt Street) on the southern boundary of the Property. The Applicant is working with the property owner to the west for the right of way dedication and construction of the northern 40' of Corporate Drive to Fairway Drive from the western boundary of the Property. The developer will work with the City in any acquisition efforts for the Corporate Drive extension to Fairway Drive.

Arizona Department of Transportation (ADOT) has finalized plans for the construction of the Fairway Drive interchange at the Interstate 10 Freeway and will complete construction of this interchange in the near future. The Opus Group anticipates that most of the traffic from the Avondale 50 development will utilize Corporate Drive to the south to efficiently access Fairway Drive, which will lead to the Fairway Interchange for quick access to the Interstate 10 Freeway. As such, the Applicant anticipates minimal traffic flows to the right-of-ways located to the south on Van Buren Street and east on Avondale Boulevard.

**Summary**

Based on the current Property conditions and location, the Avondale 50 development is appropriate for the location and character of the general area. Currently, the vacant Property lies next to the City's most important artery, the Interstate 10 Freeway, and is a continual eyesore for those passing by and coming to the City. Given its unique location and orientation, proper development of the Property with high quality building design and a business/commerce park type setting with generous landscaping and open spaces will enhance the Property and create an iconic landmark bringing positive impacts to the surrounding properties and the City.

# IV. INFRASTRUCTURE

**Road improvements, Right-of-Ways, Easements**

The Avondale 50 developer will construct the adjacent half-street improvements, as required, for Corporate Drive along the southern Property boundary of the Property and for 119th Avenue (alignment) on the eastern Property boundary to the north boundary of the Property as shown on the Concept Site Plan.

While the traffic circulation for the project would function appropriately with access to 119th Avenue (alignment) only, extending Corporate Drive west of the Property to Fairway Drive to provide access to the future Fairway Drive/Interstate 10 Freeway traffic interchange will greatly enhance the circulation of the area. The future improvements to Corporate Drive westbound to Fairway Drive will be determined as part of the Rezoning application request.

Development of the Fairway Drive traffic interchange will involve the construction and completion of Fairway Drive starting from Van Buren Street north to the Interstate 10 Freeway. Approval of the Avondale 50 project may help to expedite these improvements, so that the circulation infrastructure can accommodate the influx of traffic in the developing area and help to spur further growth.

**Utilities - Water**

The City is the water service provider for the Property. Currently, there is no existing onsite water system infrastructure within the Avondale 50 property. Existing water infrastructure in the Project vicinity includes 36-inch and 16-inch water lines along Van Buren Street, a 12-inch water main in 119th Avenue (alignment) terminating at Corporate Drive, a 12-inch water line in Corporate Drive, and 8-inch looped water lines in the Desert Springs Village development to the south of Avondale 50.

**Utilities - Sanitary Sewer**

The City is the wastewater service provider for the Property. There is an existing 36-inch gravity sanitary sewer line that runs north to south along the east property line of the Property. The sewer pipe is approximately 18 feet deep on average. As the existing sewer line continues north under the I-10 freeway, it reduces in size to a 24-inch pipe. The existing 36-inch sewer also continues south along 119$^{th}$ Avenue (alignment) to Van Buren Street.

**Other Infrastructure**

There appears to be underground electric lines on the west side of 119th Avenue (alignment) and on the south side of Corporate Drive, adjacent to the existing subdivision. There is also a 24-inch irrigation tail water pipe that runs on the west side of 119th Avenue (alignment) from the intersection of Corporate Drive south to Van Buren

Street. The existing high voltage transmission power lines that run north and south along the west property line lie within an existing 130 foot wide easement. Any development within the existing easement shall be coordinated and approved by SRP.

# V. CONFORMANCE WITH AVONDALE PLANS

The Property is designated with a High Intensity Office land use on the City's General Plan Map. The Property is also within the Avondale Freeway Corridor Specific Plan.

This Application is a request to amend the Avondale General Plan 2030 Land Use Map designation from High Intensity Office to Business Park to allow for a large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The campus development is designed to accommodate enclosed light manufacturing, corporate commerce, research and development industries, solar, and renewable energy manufacturers, motor sports related industry manufacturers, and limited warehouse and support services that support these primary employment uses.

Within the past year, the City has had numerous public discussions regarding the area that the Property is located in and the various market shifts related to providing the appropriate uses for the vacant land along the Interstate 10 Freeway and north of Van Buren Street.

The Applicant is aware of the City's desire to bring development in this area that is aesthetically unique and moves away from the traditional industrial feel of developments along freeway corridors. This development is in a prime location with adjacent employment uses and the nearby "The BLVD" development area, which will attract those who want to live, work, and play in the City of Avondale. Avondale 50 is poised to become a unique development that will provide employment and economic opportunities for the City and will establish an aesthetic and development standard for other users coming to this area that will improve the City's development appearance along the Interstate 10 Freeway.

Avondale 50 has been designed with these goals in mind and has provided the framework for an attractive development that focuses on providing open space and circulation trails for the employees.

**Minor General Plan Amendment Review and Analysis**

*1) Availability of current and future water supplies*

The City is the water service provider for the Property. Currently, there is no existing onsite water system infrastructure within the Avondale 50 property. Existing water infrastructure in the Project vicinity includes 36-inch and 16-inch water lines along Van Buren Street, a 12-inch water main in 119th Avenue (alignment) terminating at Corporate Drive, a 12-

inch water line in Corporate Drive, and 8-inch looped water lines in the Desert Springs Village development to the south of Avondale 50.

It is the Applicant's understanding that the City Engineering Department has indicated that the Avondale 50 development will pose no issues on current or future water supplies. The concurrent Avondale 50 PAD provides additional water supply information that demonstrates that the surrounding water infrastructure is able to support the Project in average day, max day, peak day, and max day plus fire flow demand scenarios.

*2) Impact on and potential support of the City's transportation system*

The Avondale 50 developer will construct the adjacent half-street improvements, as required, for Corporate Drive along the southern Property boundary of the Property and for 119th Avenue (alignment) on the eastern Property boundary to the north boundary of the Property as shown on the Concept Site Plan.

While the traffic circulation for the project would function appropriately with access to 119th Avenue (alignment) only, the Developer and the City are in discussions about extending Corporate Drive west of the Property to Fairway Drive to provide access to the future Fairway Drive/Interstate 10 Freeway traffic interchange. Development of the Fairway Drive traffic interchange will involve the construction and completion of Fairway Drive starting from Van Buren Street all the way north to the Interstate 10 Freeway. Approval of the Avondale 50 project may help to expedite these improvements, so that the circulation infrastructure can accommodate the influx of traffic in the developing area and help to spur further growth.

A Traffic Impact Statement (TIS) is included with this request. Initial discussions with our traffic engineer consultant has indicated that there will be no traffic impact issues generated from the Property.

The Applicant will continue to comply with the City's current engineering policies and standards and work to provide solutions that will enhance the City's transportation networks.

*3) Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways*

The development of Avondale 50 will not have any significant effect on the surrounding natural environment, including no impacts on any hillsides, riparian areas and floodways. The Property has been vacant for many years and has actually been an extremely unaesthetic property for Avondale. The concurrent Avondale 50 PAD rezoning is providing ample open space and pedestrian connectivity areas that will be of high quality and be designed appropriately. This development will provide an enhancement to the Property

and enhance the value of surrounding developments as it becomes an aesthetically pleasing development to the area.

*4) Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio, and (iii) multi-family housing ratio identified within this GP2030*

The proposed General Plan Amendment will not have an overall negative impact on the total City's current job-to-population ratio of .20 as the concurrent Avondale 50 PAD is proposing to bring a variety of employment uses to the Property.

In the 2019 Maricopa County Association of Government Socioeconomic Projections Report, it states the averages for square feet per employee as follow:

| **MAG Employee Projections and Proposed Avondale 50 Employees** | | |
|---|---|---|
| **Industry Type** | **SF per Employee (from MAG 2019 Report)** | **Avondale 50 Employee Projection (based on Project SF)** |
| Manufacturing | 495 SF | *363*<br>*(based on 25%-35% of Total Project SF being manufacturing uses)* |
| Warehousing/Distribution | 959 SF | *187*<br>*(based on 25%-35% of Total Project SF being warehousing uses)* |
| Office Employment | 458 SF | *235*<br>*(based on 15%-20% of Total Project SF CP Office uses)* |
| | **Total Potential Employees** | ***785*** |

Based on this data, it is likely that the Avondale 50 project could produce approximately 785 jobs. Also, based on the MAG 2019 Report, manufacturing and warehousing/distribution uses produce more employees than the average of office employment uses.

Based on this information, the Avondale 50 development and surrounding area are poised to bring developments to the City of Avondale that have economic value with opportunities for employment, economic vitality, and market benefits that will greatly enhance the City's value to the region. The Applicant has been involved with many discussions with the City in determining what developments and uses will help reach the goals Avondale has for this area. There will be many varied development components that

will be needed to create value for this area of the City. Avondale 50 will be one of those important development components for bringing economic value to the City of Avondale.

The existing location of this proposal provides a unique opportunity for diverse land uses, including commercial, employment, and light industrial uses, which will improve the area economically and provide a catalyst for further attracting future commercial, employment, and business related land uses in the area. It is anticipated that the nearby residential areas in the City will provide many of the employees for the jobs that will be created here. Thus, residents will not need to leave the City for employment and the City will be able to create more of a live, work, play aspect to the City.

*5) Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater*

The proposed General Plan Amendment will not have a negative impact on the City's services. The proposed amendment will not burden the City with regards to needing additional extensions of utility infrastructure since there are existing water and sewer lines surrounding the Property. Both of these utilities have adequate capacity for the proposed development. Adequate connections to serve the project will be built at the developer's cost. These exact locations and the size of the infrastructure for the property will be determined during the platting and site plan application phase.

*6) Extent to which the goals of this GP2030 are accomplished*

The proposed Avondale 50 development complements most, if not all, of the goals and policies of the 2030 General Plan. The following summary provides information from the proposed development that demonstrates that it meets important goals of the Avondale 2030 General Plan and other related planning documents:

**THE AVONDALE GENERAL PLAN 2030**

The proposed Avondale 50 GPA and PAD is consistent with a number of elements within the City's General Plan 2030 as follows.

*LAND USE THEME – Land Use Element*

***GOAL 1:*** *Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.*

***Policy D.*** *Enhance the attractiveness of parcels as an option for new development throughout Avondale.*

***GOAL 3:*** *Promote a strong balance of high quality residential, employment, recreation, and educational land uses.*

***Policy A.*** *Develop the I-10 corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well-paying jobs to square footage.*

***Policy D.*** *Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.*

***GOAL 4:*** *Ensure all land use decisions meet the long-term social and economic goals of the community.*

***GOAL 6:*** *Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.*

The proposed Avondale 50 GPA and PAD will provide a high quality project that will encourage development of a large portion of land that has been vacant for a long time within the City of Avondale. The development is positioned to provide a catalyst and standard for an area that will become the most desirous employment and commerce corridors in the City. The proposed development will help transform underutilized parcels of land into a new modern high-end manufacturing and office park designed development that is compatible with the land use goals outlined above. The Avondale 50 development will not only be aesthetically pleasing, but will also provide economic stability for this area and bring employment opportunities to allow Avondale citizens to live, work, and play in Avondale.

*ECONOMIC VITALITY THEME - Economic Element*

***Goal 1:*** *Grow and diversify Avondale's economy and employment base through business retention, expansion and development.*

***Policy A****. Identify and recruit targeted growth sectors based upon an understanding of Avondale's current and projected economy with an emphasis on professional and technical employment.*

***Goal 2****: Create employment centers to attract businesses that match the City's economic targets.*

***Goal 3****: Enhance and market Avondale's business climate.*

***Goal 6****: Implement revitalization activities to enhance the City's economy and sense of place.*

***Goal 10****: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities.*

***Policy A.*** *Support efforts to locate and develop additional business park and industrial land along Avondale's business corridor.*

***Policy B.*** *Promote business park employment uses adjacent to high capacity roadway corridors, such as the I-10 Freeway and Van Buren Street.*

As outlined above in the employment summary table, the employment and economic benefits that Avondale 50 could provide will play an important role in realizing Avondale's economic goals and policies. Given the variety of uses that are allowed through the Avondale 50 PAD, there will be great opportunities to bring a variety of businesses, market, industries, and employment opportunities to the area. The layout of a business park setting will also attract this variety of economic opportunities that will be available in the development. This meets the General Plan goals of bringing more employment opportunities to the City of Avondale and providing opportunities for jobs for Avondale residents.

*SUSTAINABLE DEVELOPMENT THEME - Energy Element*

***Goal 1:*** *Integrate energy efficient measures and renewable energy sources into all aspects of Avondale planning.*

The proposed structures of the development have the opportunity to utilize sustainable engineering methods that could reduce energy consumption for the facility, while also designing the development with methods and materials that will reduce urban heat reflection and create a modern aesthetic look. The specific energy efficient measures will be provided during the Site Plan development and permitting phase of development.

*OPEN SPACE THEME – Open Space Element*

***GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.***

*OPEN SPACE THEME – Recreational Amenities Element*

***GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.***

The proposed Avondale 50 development provides ample usable and active open space that are designed with circulation trails, connectivity corridors, and common areas that will incorporate natural vegetation consistent with surrounding developments. The common open space areas are linked with pedestrian connection internally and will provide opportunities to externally connect to other developments, supporting a healthy lifestyle and promoting connectivity.

**THE AVONDALE FREEWAY CORRIDOR SPECIFIC PLAN**

The Avondale Freeway Corridor Specific Plan ("FCSP") covers the majority of land within a ½ mile each way of the Interstate 10 Freeway located within the Avondale city limits. The

major focus of the FCSP is visibility of the freeway with the City and steering uses that enhance that visibility and encouraging employment, commercial, and mixed uses.

The FCSP already designates frontage of the Interstate 10 Freeway for commercial and business-industrial related land uses. Although the current land use designation is High Intensity Office, re-establishing the designation to Business Park will be consistent with the FCSP land use goals for commercial and business industrial type development along the Interstate 10 Freeway.

The proposed development establishes the design character in the area for an architecturally sophisticated looking facility that creates an attractive buffer between freeway traffic and residential areas to the south. This will reduce traffic visibility and noise for residential lots currently facing the freeway. The proposed buildings are designed to meet frontage standards that would be similar in sophisticated design and architecture standards as other large developments of similar land uses. Furthermore, the proposed facility will generate well-paying jobs and income for an area that is underdeveloped and visually flat and unappealing.

The office park layout of the development will be the major theme element of Avondale 50. While warehousing, distribution, and manufacturing could occur in certain portions of the development, it is important to note that the buildings will be designed to showcase its function as a business park layout with ample landscape setbacks, trail connectivity throughout the development, and pedestrian amenities. Any warehousing and distribution uses will be well integrated internally to project site. The corporate office aspect of the proposed facility will be utilized to accentuate a modern design pattern that will in turn operate as the main frontage to the Interstate 10 Freeway and other road frontages. The goal of the development is to provide an attractive facility that focuses on the positive attributes of modern office building designs while internally shielding manufacturing and distribution of those products from sight. The Avondale 50 project will conform to the City's Commercial and Industrial Design Manual.

The following objectives from the FCSP are also met, as follows:

> ***Objective #3: The Freeway Corridor will be the southwest valley's premier job center.***
>
> > ***GP Growth Area Element, Goal #1****: "Create destination employment centers in targeted areas of the City that will help to improve balance between jobs and population."*

Avondale 50 will create employment opportunities for this area and even promote the opportunity for current and future residential areas to have efficient access to this development for employment. Avondale 50 brings employment to nearby residents,

which will be needed to meet the City's goals of providing work opportunities for its own citizens.

*Objective #4: Ensure new development in the Plan area is pedestrian/bicyclist friendly and contributes to a walkable community.*

The location of Avondale 50 creates a development that ensure residents have full access to opportunities to walk or bike to destinations for work, recreation, or access to services within the City. The development of the City's regional trail along Van Buren Street is not far from this development and will provide an opportunity for easier pedestrian and bicycle access to the Property from 99th Avenue to the Agua Fria River in a beautiful, spacious, and landscaped environment to access employment uses on the Property.

**AVONDALE STRATEGIC FIVE-YEAR PLAN**

The Avondale Strategic Five Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses and key personnel across the city's organization. The Plan represents a cohesive and intelligent approach to continuing on the path to Avondale's vision to create a community that is both family friendly and economically robust. A city that is Aspiring, Achieving and Accelerating.

Avondale 50 is in a unique location that provides the opportunity to develop a vacant site located along the Interstate 10 Freeway corridor and north of the Van Buren corridor. This development will be compatible with existing development, supports current and future commercial, residential, and mixed uses in "The BLVD" development area, and synergizes with other current and future adjacent employment areas. With the increase of other development opportunities that will come in the future near the Property, the location of this property will provide a prime location for creating employment opportunities for Avondale residents. This adjacency will be a positive addition to ensuring that economic opportunities provided by these employment areas will stay with Avondale's residents. This will complement and support the economic vision of the following Strategic Five Year Plan goals and action items:

*INITIATIVE 1 - FOSTER SUSTAINABLE COMMUNITY DEVELOPMENT*

***Strategic Goal:*** *Encourage development of business in healthcare, technology, and advanced manufacturing.*

***Action Item:*** *Locate three (3) new companies each year that expand quality employment opportunities and support revenue growth.*

Avondale 50 will contribute to Avondale's goal of expanding quality employment opportunities by providing a variety of employment types and opportunities. These

employment opportunities will support revenue growth by bring economic benefits to the City from the Avondale 50 users and employees.

***INITIATIVE 2 - CREATE & SUPPORT DIVERSE RECREATION & EDUCATION OPPORTUNITIES***

***Strategic Goal:*** *Establish creative community spaces throughout the City.*

***Action Item:*** *Increase open space amenities in City Center and Historic Avondale.*

Avondale 50 by a connection of creative and enhanced open space areas that focus on the user and pedestrian experience. These areas will be available for use by the employees and will be unique to this type of development. While it is not within "The BLVD" (formerly City Center) development, the open spaces areas of this development will set a positive precedent for adjacent developments that come into the area.

***INITIATIVE 3 – ADVOCATE FOR AND SUPPORT COMMUNITY-ORIENTED LIFELONG LEARNING OPPORTUNITIES***

***Strategic Goal:*** *Expand employment opportunities to residents through job training and placement program.*

***Action Item:*** *Continue to work with local colleges and universities to promote internal and external career opportunities through job fairs.*

The Avondale 50 development will definitely have future opportunities to collaborate with local colleges and universities to promote the variety of business on the campus and to further attract future employees to add to the growth of the development businesses.

# VI. GENERAL PLAN FINDINGS ANALYSIS

As provided throughout the Avondale 50 Minor General Plan Amendment narrative, it meets or exceeds all of the required findings of the Avondale General Plan 2030 as follows:

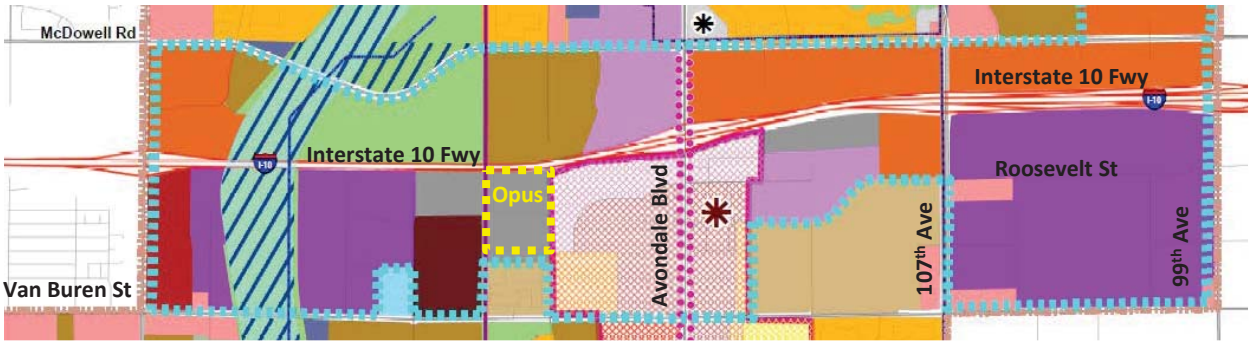
- *The development pattern contained on the Land Use Plan inadequately provides sufficient sites for the use or change proposed in the amendment.*

In recent City Council Work Sessions, the City discussed the Property's area and the changing market shifts related to providing better economic and employment opportunities for this area and the City as a whole. The existing High Intensity Office land use category has been challenging for attracting users for the type of development it calls for. The City has also discussed the opportunities that exist to revise the General Plan land use categories in the area, including the Property, to accommodate specific uses that are in compliance with the future development goals and policies of the City. However, the City has stated that it would rely on individual property owners and developers to bring those proposals forward other employment and business related uses.

As such, the Property is in a prime location with adjacent employment uses, the strategic location of the future Fairway Drive intersection, and the nearby "The BLVD" development area, which will attract those who want to live, work, and play in the City of Avondale.

The proposed Business Park land use designation is the best land use to accommodate the proposed Avondale 50 development. As discussed in this narrative, the development will only thrive if provided adjacency to the Interstate 10 Freeway, and provided quick and efficient access to the Interstate 10 Freeway. The nearby Fairway Drive freeway interchange will provide that required access to the Avondale 50 development.

As shown in the Avondale General Plan Map below, the dark purple areas are the only Business Park designations available within the City. Most of these areas have already been developed. The only vacant Business Park areas available for any future development are located within with some properties bounded by Van Buren Street to the south, Roosevelt Street to the north, and between 99$^{th}$ Avenue and 107$^{th}$ Avenue. These vacant properties are not adjacent to the Interstate 10 Freeway, nor do they provide quick and efficient access to the Freeway. Even if Opus could acquire these properties, they would not provide the adjacency to the Freeway nor the efficient access to the Freeway that the Avondale 50 project requires. As such, there are no sufficient sites to adequately accommodate the Avondale 50 development. The proposed change to Business Park land use on the Property will provide the opportunity for the vacant parcel to be used in an effective manner for realizing the Avondale 50 development. This will bring immense benefits to the City of Avondale.




- *The amendment constitutes an overall improvement to the 2012 Plan and is not solely for the good or benefit of a particular landowner or owners.*

As stated above and in the narrative, the Property is in an area that has had challenges with development desirability. The Property has sat vacant for many years with varied interests for commercial and employment uses, but have never come to fruition. The Opus Group is ready and willing to work with the City to provide a development that will enhance this area and improve the goals and policies of the General Plan that exist for this area.

- *The amendment will not adversely impact the community as a whole or a portion of the community by:*
  - *Significantly altering the acceptable land use patterns;*
  - *Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water and wastewater, and public safety facilities than would otherwise be needed without the proposed change;*
  - *Adversely impacting the existing land uses.*

The surrounding area has been envisioned by the City of Avondale as providing uses that are compatible with being located adjacent to the Interstate 10 Freeway. This has included high intensity uses, employment uses, office park configurations, and other related uses. Recent City discussions have also included looking at light industrial uses in this area that are compatible with the area and that promote enhanced design, site plan, and architectural guidelines. With the addition of the Fairway Drive Freeway Interchange, the Property and surrounding area have been opened up to possibilities that can increase the employment and intensity opportunities for this important area of the City. The uses to the east of the Property have also been envisioned to be high intensity uses that would bring retail, employment, and additional residents (i.e. employees for the development).

The Applicant has carefully determined the appropriate site plan configuration, architectural design, and the proposed uses for the Property, which will capitalize on the unique location of the Property. The Avondale 50 PAD provides the perfect opportunity for the proposed development to bring a high quality development with complementary

uses that will be designed in a way that is harmonious with the surrounding neighborhoods and is supported by current market conditions.

- *That the amendment is consistent with the overall intent of the 2012 Plan and other adopted plans, codes and ordinances.*

Section V. Conformance with Avondale Plans outlines how the amendment is consistent will all applicable Avondale plan. Additionally, the Application has addressed how Avondale 50 will be consistent will all other codes and ordinances.

# VII. CONCLUSION AND SUMMARY

Avondale 50 is in a unique infill location adjacent to major transportation corridors in Avondale. The Applicant is aware of the great economic and development opportunities that exist here and that are recognized by the City of Avondale. As a high quality developer, the Opus Group intends to work in partnership with the City to ensure that its goals and policies are met. The Opus Group desires to create a legacy development that will provide a catalyst for future quality development on this Property and the surrounding area, which has remained planned and undeveloped for many years. The Opus Group is confident that the proposed General Plan Amendment and Avondale 50 PAD will provide the foundation for moving forward with a high quality development at this location.

The GPA and PAD create a development scenario to complement the surrounding existing uses and the anticipation of future complementing use. The design and layout of the Concept Plan demonstrates the unique design and open space elements that will be an important part of creating this unique developments. The land uses that are provided with the Avondale 50 PAD include commercial, business/office, employment, and light industrial uses. This will be regulated with development and use standards in the Avondale 50 PAD that will allow Commerce Park land uses on the Property and also allow for certain designated portions to have warehousing, distribution, and manufacturing uses that are mostly internal to the site.

As discussed herein, the proposed General Plan Amendment is consistent with many of the policies of the City of Avondale's General Plan 2030 and the Freeway Corridor Specific Plan and the PAD ensures that development will follow Avondale Development, Design Standards and Guidelines and continue the tradition of quality development in the City of Avondale. The Applicant and the Opus Group look forward to continuing to work in partnership with the City to bring a development that the Opus Group and the City will be proud of for years to come.

# EXHIBIT A

**Exhibit A - Regional Aerial Context Exhibit**

The Opus Group – NWC 119th Ave & Corporate Dr (Roosevelt St)

TIFFANY & BOSCO P.A.

# EXHIBIT B

**Exhibit B - Aerial Context Exhibit**

The Opus Group – NWC 119th Ave & Corporate Dr (Roosevelt St)

TIFFANY & BOSCO P.A.

# EXHIBIT C

**Exhibit C – Existing Avondale General Plan Map**

The Opus Group – NWC 119th Ave & Corporate Dr (Roosevelt St)

TIFFANY & BOSCO P.A.

# EXHIBIT D

**Exhibit D – Proposed Avondale General Plan Map**

The Opus Group – NWC 119th Ave & Corporate Dr (Roosevelt St)

TB TIFFANY & BOSCO P.A.

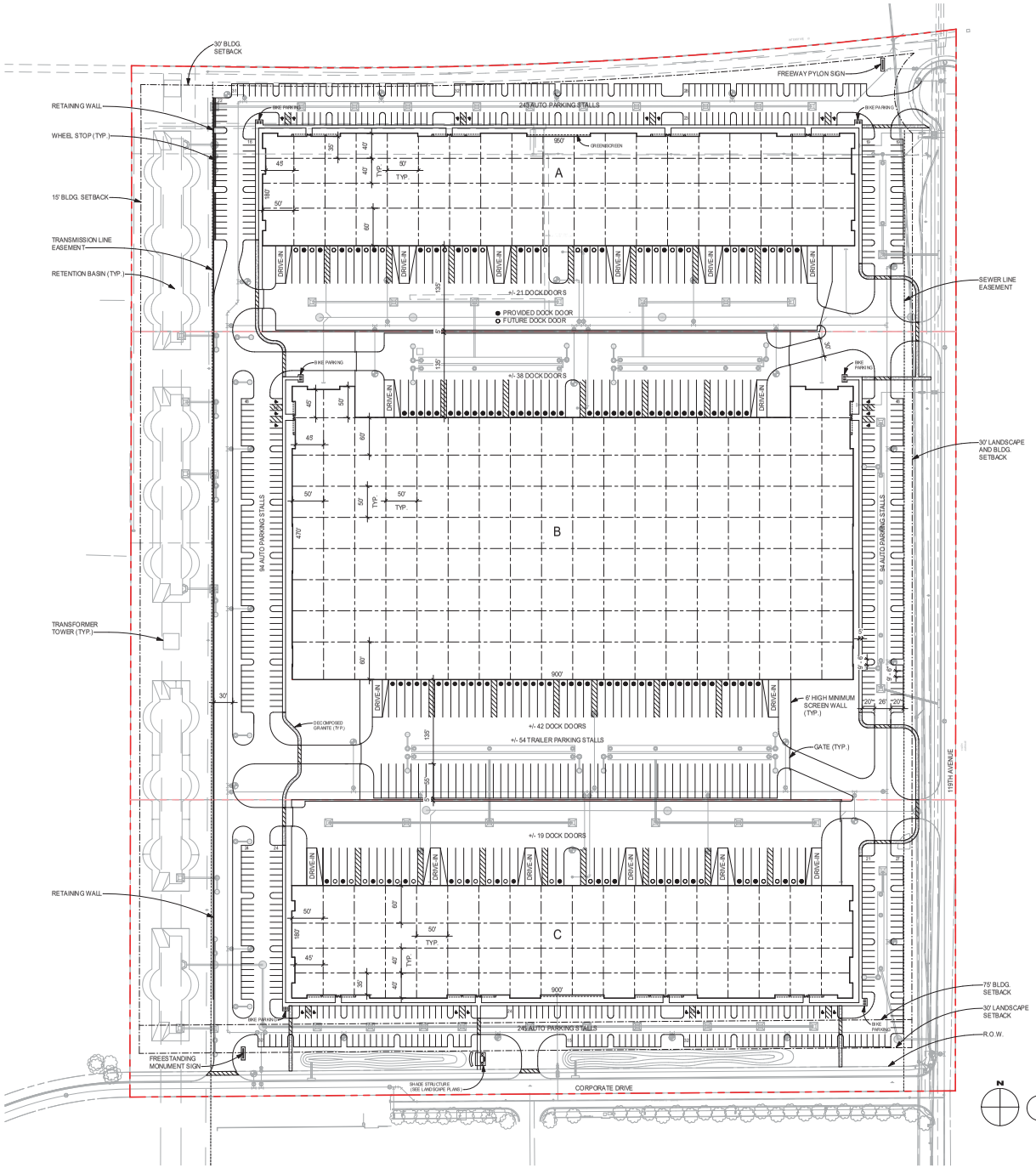
# EXHIBIT E

**Exhibit E – Existing Avondale Zoning Map**

The Opus Group – NWC 119th Ave & Corporate Dr (Roosevelt St)

TIFFANY & BOSCO P.A.

# EXHIBIT F



N

2 VICINITY MAP
NOT TO SCALE

CITY OF AVONDALE ZONING ORDINANCE
EMPLOYMENT DISTRICTS
COMMERCE PARK (CP) & GENERAL INDUSTRIAL (A-1)
DEVELOPMENT STANDARDS

| | CP | A1 |
|---|---|---|
| MAXIMUM HEIGHT | 35' | 45' |
| MAXIMUM BUILDING COVERAGE | 50% | - |
| MINIMUM BUILDING SETBACKS | | |
| FRONT YARD | 25' | 30' |
| SIDE YARD | 15' | 10' |
| REAR YARD | 15' | 10' |
| STREET YARD | 25' | 30' |
| ADJACENT TO RESIDENTIAL | 50' | 75' |
| MINIMUM LANDSCAPE SETBACK | | |
| STREET SIDE | 25' | 30' |

PAD
PROPOSED
DEVELOPMENT STANDARDS

| | |
|---|---|
| MAXIMUM HEIGHT | 8 STORIES* |
| MAXIMUM BUILDING COVERAGE | 50% |
| MINIMUM BUILDING SETBACKS | |
| FRONT YARD | 30' |
| SIDE YARD | 15' |
| REAR YARD | 15' |
| STREET YARD | 30' |
| ADJACENT TO RESIDENTIAL | 75' |
| MINIMUM LANDSCAPE SETBACK | |
| STREET SIDE | 30' |

* UP TO 8 STORIES IN BUILDING HEIGHT IS PERMITTED BY THE FREEWAY CORRIDOR SPECIFIC PLAN

PROJECT INFORMATION

| | |
|---|---|
| SITE AREA | 50.6 ACRES |
| TOTAL BUILDING AREA | 718,200 GSF |
| LOT COVERAGE | 33 % |
| 'A' | |
| BUILDING AREA | 169,400 GSF |
| BUILDING HEIGHT | +/- 40 FEET |
| AUTO PARKING | 243 STALLS |
| BICYCLE PARKING | 20 STALLS |
| DOCKS | +/- 21 DOORS |
| FUTURE DOCKS | +/- 22 DOORS |
| DRIVE-IN | 6 DOORS |
| 'B' | |
| BUILDING AREA | 388,500 GSF |
| BUILDING HEIGHT | +/- 48 FEET |
| AUTO PARKING | 188 STALLS |
| BICYCLE PARKING | 20 STALLS |
| DOCKS | +/- 80 DOORS |
| DRIVE-IN | 4 DOORS |
| TRAILER PARKING | +/- 54 STALLS |
| 'C' | |
| BUILDING AREA | 160,300 GSF |
| BUILDING HEIGHT | +/- 40 FEET |
| AUTO PARKING | 245 STALLS |
| BICYCLE PARKING | 20 STALLS |
| DOCKS | +/- 19 DOORS |
| FUTURE DOCKS | +/- 21 DOORS |
| DRIVE-IN | 6 DOORS |

PARKING INFORMATION*

| | | |
|---|---|---|
| 'A' | | |
| BUILDING AREA | 169,400 GSF | |
| ZONING CALCULATION (90%) | 152,460 GSF | |
| OFFICE (10%) | 16,940 GSF | 68 STALLS |
| MANUFACTURING (40%) | 67,760 GSF | 90 STALLS |
| WAREHOUSE (40%) | 67,760 GSF | 32 STALLS |
| TOTAL PARKING REQUIRED | | 190 STALLS |
| TOTAL PARKING PROVIDED | | 243 STALLS |
| 'B' | | |
| BUILDING AREA | 388,500 GSF | |
| ZONING CALCULATION (90%) | 349,650 GSF | |
| OFFICE (5%) | 19,425 GSF | 78 STALLS |
| WAREHOUSE (85%) | 330,225 GSF | 84 STALLS |
| TOTAL PARKING REQUIRED | | 162 STALLS |
| TOTAL PARKING PROVIDED | | 188 STALLS |
| 'C' | | |
| BUILDING AREA | 160,300 GSF | |
| ZONING CALCULATION (90%) | 144,270 GSF | |
| OFFICE (10%) | 16,030 GSF | 64 STALLS |
| MANUFACTURING (80%) | 128,240 GSF | 171 STALLS |
| TOTAL PARKING REQUIRED | | 235 STALLS |
| TOTAL PARKING PROVIDED | | 245 STALLS |

*HYPOTHETICAL TENANT MIX CALCULATION. FINAL TO BE DETERMINED WHEN ACTUAL TENANTS KNOWN.

ZONING: MINIMUM PARKING REQUIREMENTS

OFFICE: 1 STALL / 250 SF
MANUFACTURING: 1 STALL / 750 SF
WAREHOUSE: 1 STALL / 500 SF FOR THE FIRST 10,000 SF, PLUS 1 STALL / 5,000 SF FOR THE REMAINING FLOOR AREA
REQUIRED PARKING CALCULATED AT 90% OF THE GROSS FLOOR AREA

N

1 SITE PLAN
1" = 80'-0"

0' 40' 80' 160'

PLOT DATE: 10/30/2019 10:59:27 AM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

CONSULTANT

PROJECT
**Avondale 50**

PROJECT ADDRESS
Avondale, AZ

PROJECT NUMBER
31655000

**ISSUE RECORD**
07/11/19 CITY SUBMITTAL
10/07/19 CITY SUBMITTAL
10/30/19 CITY SUBMITTAL

DATE
10/30/2019
PROJECT MANAGER
NM
DRAWN BY
JW/SK
CHECKED BY
DN

REGISTRATION

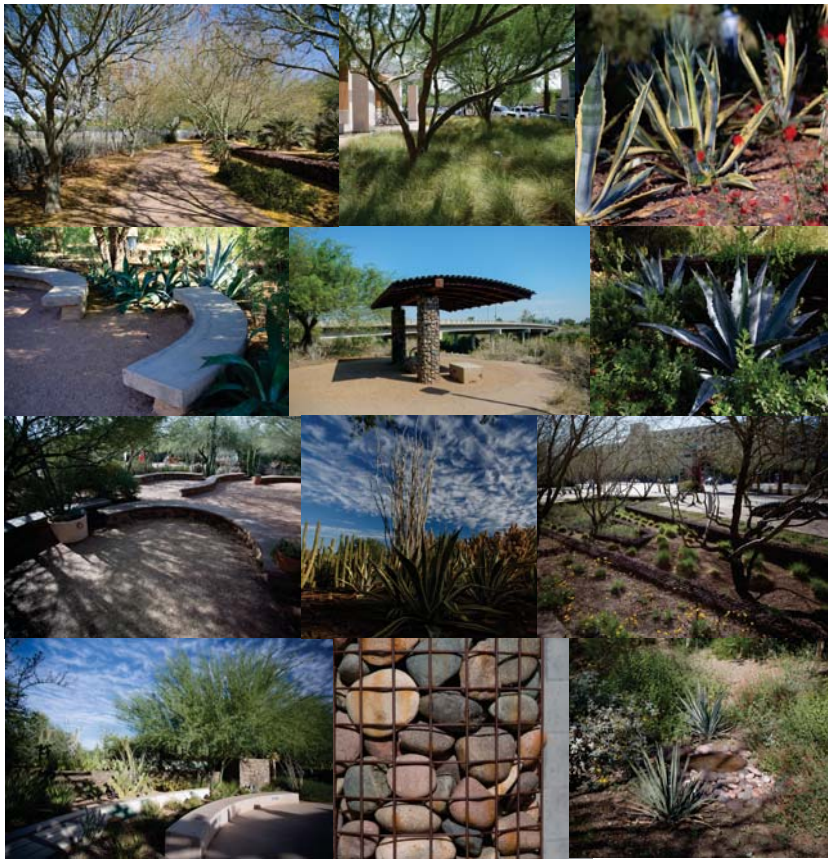
SHEET TITLE
CONCEPT SITE PLAN

SHEET NUMBER
A1

# EXHIBIT G

## CONCEPTUAL SITE/ LANDSCAPE PLAN

## THEME IMAGES:



# Exhibit F

## Neighborhood Meeting Summary

October 10, 2019, 6:00 P.M.

Avondale City Hall, Mojave Conference Room

TIFFANY & BOSCO P.A.

October 15, 2019

Ken Galica, Division Lead Planner
City of Avondale
Development and Engineering Services
11465 W Civic Center Dr
Avondale, AZ 85323

**RE: PL-19-0159 & PL-19-0160-Opus Development GPA & PAD Applications; October 10, 2019 Neighborhood Meeting Summary**

Dear Mr. Galica:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the Minor General Plan Amendment and Rezoning applications referenced above. The meeting was held on October 10, 2019, 6:00 p.m. at the Avondale City Hall, 11465 W. Civic Center Drive, Mojave Conf. Rm., Avondale, AZ 85323.

The neighborhood meeting was hosted by Tiffany & Bosco, P.A. and Opus Development Company, LLC to review the proposed applications and answer any questions regarding the project. Additionally, several boards were provided displaying the site plan, elevations, and aerial maps to show the project and orientation within the community.

The development team stayed in the conference room until 7:00 p.m. and no members of the community attended. I would be happy to answer any further questions that you may have regarding this proposal or meeting. You may reach me at 602-452-2712 or sta@tblaw.com.

Sincerely,

[redacted]

Shaine T. Alleman

**RESOLUTION NO. 3596-1219**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 50 ACRES LOCATED AT THE NORTHWEST CORNER OF CORPORATE DRIVE AND 119TH AVENUE AS SHOWN IN APPLICATION PL-19-0159.

**WHEREAS**, the City of Avondale General Plan (the "General Plan") was adopted by the Mayor and Council of the City of Avondale (the "City Council") on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

**WHEREAS**, the City Council desires to amend the General Plan to change the land-use designation for approximately 50 acres of real property generally located at the northwest corner of Corporate Drive and 119th Avenue from High Intensity Office to Business Park as shown in Application PL-19-0159 (the "General Plan Amendment"); and

**WHEREAS**, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the "City") has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

**WHEREAS**, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the "Commission") and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

**WHEREAS**, pursuant to the General Plan, the Commission held a public hearing on the proposed General Plan Amendment in the City Council Chambers on November 21, 2019, after which the Commission recommended approval; and

**WHEREAS**, pursuant to the General Plan, the City Council held a public hearing on the proposed General Plan Amendment in the City Council Chambers on December 9, 2019.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 50 acres of real property generally located at the northwest corner of Corporate Drive and 119th Avenue, as shown in Application PL-19-0159, as more particularly described

and depicted on Exhibit A, attached hereto and incorporated herein by reference, from High Intensity Office to Business Park.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 9, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3596-1219

[General Plan Amendment Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION**
**AVONDALE 50**
**JOB #2019-091**

October 9, 2019

A PARCEL OF LAND LOCATED IN A PORTION OF THE WEST HALF OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE CENTER OF SAID SECTION 1, FROM WHICH THE SOUTH QUARTER CORNER THEREOF BEARS SOUTH 0 DEGREES 2 MINUTES 19 SECONDS WEST, A DISTANCE OF 2646.62 FEET;

THENCE SOUTH 0 DEGREES 2 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1541.58 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 34 MINUTES 9 SECONDS WEST, A DISTANCE OF 1325.52 FEET;

THENCE NORTH 0 DEGREES 6 MINUTES 36 SECONDS EAST, A DISTANCE OF 1554.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

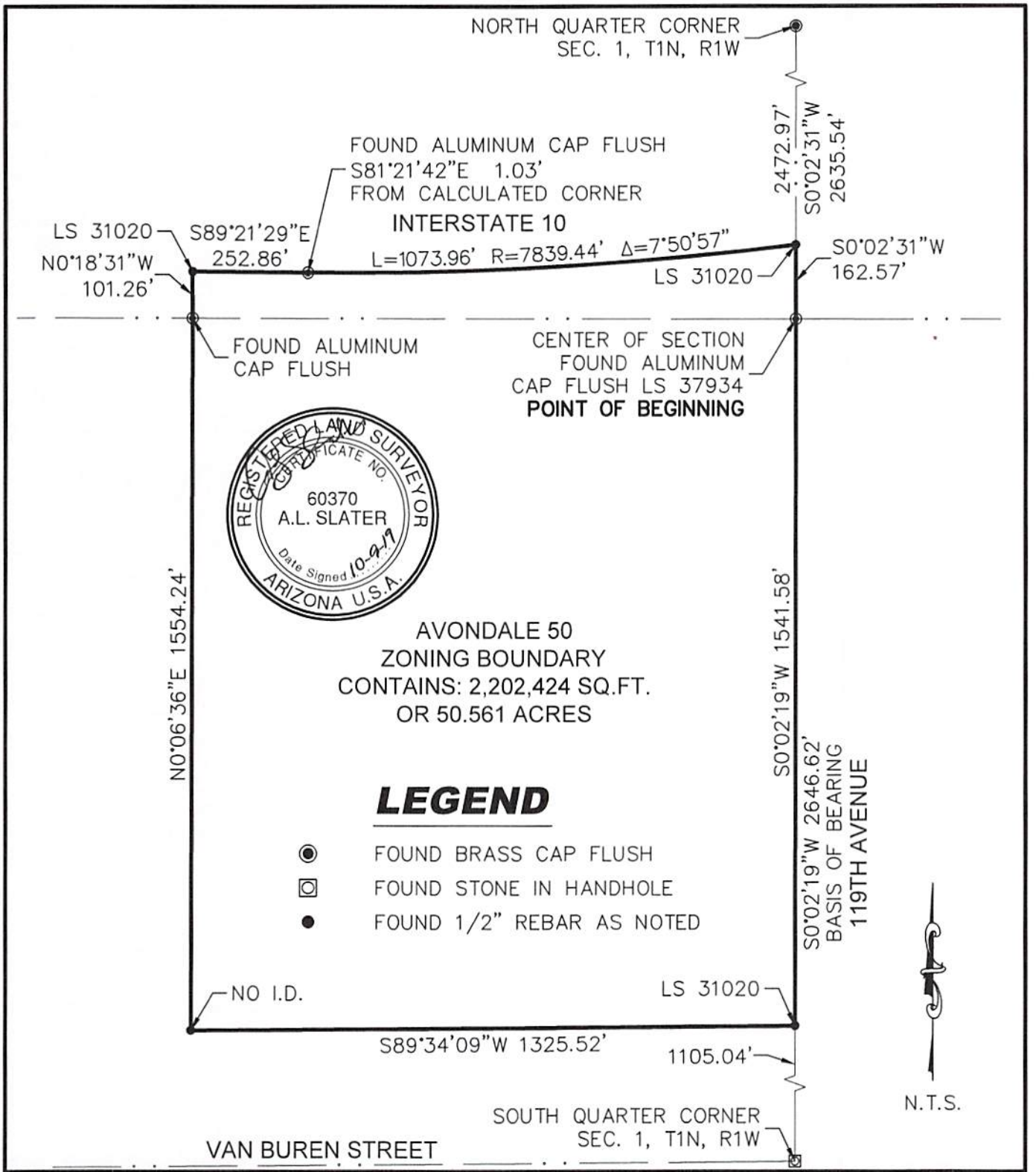
THENCE NORTH 0 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 101.26 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE FOR I-10, AS SHOWN ON THE RIGHT-OF-WAY PLAN PREPARED BY THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION, PROJECT NO. I-10-2 (39);

THENCE SOUTH 89 DEGREES 21 MINUTES 29 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 252.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7839.44 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE AND EASTERLY 1073.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 7 DEGREES 50 MINUTES 57 SECONDS TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 0 DEGREES 02 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 162.57 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 2,202,424 SQUARE FEET OR 50.561 ACRES, MORE OR LESS.





**SIG**

**SURVEY INNOVATION GROUP, INC**

Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781

22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024


# AVONDALE 50 ZONING BOUNDARY AVONDALE, ARIZONA

| | | | |
|---|---|---|---|
| JOB #19-091 | DWG: EXHIBIT | | DATE 10/9/19 |
| SCALE: N.T.S. | DRAWN: TS | CHK: JAS | SHEET 1 OF 1 |

Item Number: 4.b.

# CITY COUNCIL REPORT

**SUBJECT:** Public Hearing and Ordinance 1713-1219 - Rezoning from Agricultural (AG) to Planned Area Development (PAD) for Avondale 50 – Application PL-19-0160

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will hold a public hearing and consider a request by Mr. Shaine Alleman, Tiffany & Bosco, P.A., to adopt Ordinance 1713-1219 rezoning 50.56 gross acres located at the northwest corner of 119th Avenue and Corporate Drive from Agricultural (AG) to Planned Area Development (PAD). The proposed Avondale 50 PAD will allow a mix of light industrial and commercial uses based on the City's Commerce Park (CP) zoning district, with allowances for heavier uses such as warehousing and distribution on portions of the site where those uses will have the least impacts on surrounding properties. Development will take the form of a campus, featuring multiple buildings of varying sizes. A request to change the General Plan 2030 Land Use Map designation of the property from High Intensity Office to Business Park will be considered separately. The Council will take appropriate action.

**BACKGROUND:**

The 50.56 gross acre subject property (Exhibits A and B) is located at the northwest corner of 119th Avenue and Corporate Drive with approximately 1,300 feet of frontage along Interstate 10 (I-10). The site, which was annexed in April 1978, is rectangular, relatively flat, and features no unusual physical characteristics.

The property was rezoned from AG (Agricultural) to Avondale Spectrum Planned Area Development (PAD) in April 2008. The Avondale Spectrum PAD allowed a mix of uses on the property, including multi-story Class-A office adjacent to I-10, light-industrial business park uses inward on the site, and a limited amount of retail/commercial uses at the intersection of Corporate Drive and 119th Avenue. At that time, the Avondale Zoning Ordinance required development of PADs to occur within 3-years of zoning approval. Because Avondale Spectrum did not develop in the allotted three-year time frame, the zoning was reverted to AG by action of the City Council in June 2011. The property's zoning has remained AG since the 2011 reversion.

The property is presently designated by the General Plan 2030 Land Use Map as High Intensity Office. The High Intensity Office designation allows for high-rise offices, potentially featuring retail, restaurant, and service uses at street level, served by structured parking.

The applicant has submitted a separate application for a Minor General Plan Amendment to change the land use designation on the property to Business Park. The Business Park designation is intended to allow for large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities to keep a

healthy lifestyle for all employees. The category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related manufacturing, and limited warehouse and support services that support these primary employment uses. A map showing both the existing and proposed General Plan Land Use designations on the property is included as Exhibit C. Approval of the applicant's General Plan Amendment request is required for the rezoning to be approved.

The existing uses and zoning of surrounding properties include:

**North:** Interstate 10 (I-10), a ten-lane highway zoned AG (Agricultural). The width of I-10 right-of-way adjacent to the Avondale 50 site ranges from 680 to 770 feet.

**East:** An undeveloped 76.7-acre property in agricultural production, zoned City Center District (CCD). The site was removed from the boundaries of The BLVD and given a Mixed Use General Plan Land Use designation through a General Plan Amendment approved by City Council in September 2019.

**South (of Corporate Drive):** Desert Springs Village, a fully-developed 186-lot single-family residential subdivision, zoned Planned Area Development (PAD).

**West:** Multiple properties, the majority of which are zoned AG (Agricultural) and are in agricultural production. Two smaller abutting parcels are zoned R1-35 (Suburban Residential) and developed with single-family homes and accessory structures.

**SUMMARY OF REQUEST:**
The applicant is requesting to rezone the 50.56-acre subject property from Agricultural (AG) to Planned Area Development (PAD). The proposed Avondale 50 PAD Narrative (Exhibit E) details permitted uses, development standards, landscaping and design standards, and other requirements that will guide future development of the site.

Many PADs are written to maximize flexibility in future development by including broad use lists, general architectural standards, and very basic bubble site plans. The proposed Avondale 50 PAD varies from this model and is very specific as to the type of development that will occur on the property. Within the narrative, a conceptual site plan (Tab E), landscape plan (Tab G), open space plan (Tab H), and building elevations (Tab I) for a three building commerce park campus are provided. Buildings within the future campus will range in building area with the smallest being 160,300 square foot "Building C" on the south end of the site adjacent to Corporate Drive and the largest being 388,500 square foot "Building B" in the center of the site. "Building A", on the north end of the site adjacent to I-10, is expected to be approximately 169,400 square feet in area. The proposed buildings will also range in height, with the two perimeter buildings being 40' and the large, central building up to 48'. The development of the site, as it proceeds through site planning and construction approvals, will be required to generally conform to these specifications and exhibits.

The proposed Avondale 50 PAD allows for a relatively narrow list of uses based upon the City's Commerce Park (CP) zoning district. These uses include, but are not limited to, industrial uses such as light manufacturing, offices, laboratories for research and development, and commercial uses such as restaurants and small-scale health and exercise centers. In addition to these standard CP uses, some slightly more intense industrial uses are proposed subject to restrictions, as follows:

- Warehousing and distribution, which is permitted in CP as an accessory use, will be permitted in Building B in the center of the site, and in up to 50 percent of Building A on the north end of the site. Warehousing and distribution will only be permitted in Building C, adjacent to Corporate Drive, if ancillary to a manufacturing use per the requirements of the CP zoning district.

- Heavy manufacturing, which is defined as “assembly, fabrication, packaging or other industrial processing of products primarily from extracted or raw materials whose process typically produces noise, dust, odors, and/or vibrations outside of the building”, will be permitted in Building B in the center of the site, and in up to 50 percent of Building A on the north end of the site subject to City Council approval of a Conditional Use Permit (CUP); the use will not be permitted in Building C nearest the existing residential community. The CUP requirement will ensure that any impacts of a proposed heavy manufacturing use will be sufficiently mitigated. Heavy manufacturing is not permitted in the CP zoning district but is permitted in the City’s A-1 (General Industrial) zone.

- Outdoor storage, which requires a CUP in the CP zoning district, will be permitted by right but must be fully screened from view from surrounding streets including I-10.

It should be noted that, besides trucks maneuvering into loading docks and outdoor storage as discussed above, all activities on the site will be conducted indoors inside enclosed buildings.

The proposed PAD includes development standards that are based on the City’s CP (Commerce Park) zoning district but enhanced to present a more upscale aesthetic and to ensure compatibility with surrounding uses. For example, the PAD proposes a minimum building setback from the south property line, near existing residential, of 75', and a landscape setback along Corporate Drive of 30'. These proposed dimensions are improvements upon the CP zoning district standards, which require a building and landscape setbacks of 25'. Similar increased standards are proposed along all four property lines. No modifications are proposed to requirements for landscaping, lighting, screening, parking, signage and public art.

The three proposed buildings are oriented east to west to allow the buildings themselves to screen activities occurring in the service courtyards from I-10 and Corporate Drive. The east/west orientation also helps to accommodate safe and efficient on-site circulation while allowing the centrally located building designed for cross-dock distribution to have shipping and receiving operations on both sides of the building. Because of this setup, the truck court areas will be completely screened from I-10 and Corporate Drive. Screen walls and landscaping will be utilized to obscure views into these “working areas” of the site from 119th Avenue to the east.

Vehicular access to the Avondale 50 site is provided by four points of access, two each to 119th Avenue and Corporate Drive; the developer will complete the construction of half-streets of each street adjacent to the site. Additionally, the developer will construct the north half of Corporate Drive beyond the project limits, connecting to Fairway Drive.

Building architecture along the I-10 freeway will be highly visible and it is important to use various techniques to break up long wall planes and ensure the City’s design expectations in the Freeway Corridor are met. A contemporary style featuring a neutral color palette is proposed. Building entrance areas are emphasized through the provision of two-story glass elements framed by projecting soffits to provide shade and shadow. Variation in parapet height, material and texture changes, color changes, reveals, horizontal and vertical elements, and large green screens are provided to break up long walls and enhance the appearance of the development. The building design is intended to represent a corporate office building. Perhaps the most unique design feature incorporated into the buildings are a “random” series of colored glass elements, influenced by the City’s vibrant color scheme of royal blue, mango, lime green, and violet, that will be incorporated into project walls. These glass elements will be illuminated from within the wall to project a colorful glow after sunset. More typical accent up-lighting will also be used to accentuate the most iconic building elements during evening hours.

Landscaping requirements for the project will be required to adhere to CP zoning district requirements as specified in Zoning Ordinance Section 12, Landscaping, Walls, and Fences. That section contains standards for minimum landscape area on-site, landscaped areas in parking lots, tree quantity and tree size

requirements, and the like. Beyond minimum requirements, the PAD establishes a network of pedestrian pathways that connect to two on-site pedestrian refuge areas that will provide employees within the future commerce park the opportunity to relax in a comfortable environment. The refuge areas, which are located on the east and south edges of the property, will feature both natural tree shading and shade structures, seating, and decorative pavement.

Water and sewer services will be provided by the City of Avondale. The developer will complete improvements to both systems in 119th Avenue (sewer only) and Corporate Drive (water and sewer). Electrical service is provided by Salt River Project (SRP) in this portion of Avondale.

Any future amendments to the PAD, if needed, will follow Zoning Ordinance protocol. Major amendments which change the character of the development will require Planning Commission review and City Council approval. Minor amendments which do not affect the overall concept of the development will be processed administratively. A Site Plan for the project will be reviewed administratively to ensure conformance with the PAD Narrative and exhibits thereto.

**PUBLIC PARTICIPATION:**

A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on Thursday, October 10th in the Mojave Conference Room at Avondale City Hall. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Arizona Republic, were completed at least fifteen days prior to the meeting as required. Except for the applicant and City Staff, no persons attended the Neighborhood Meeting (Exhibit F).

Staff was contacted via phone by a homeowner within the Desert Springs Village neighborhood south of the Avondale 50 site. The resident expressed concerns with the potential for increased truck traffic on 119th Avenue, a secondary access into the Desert Springs Village community. Staff communicated that while 119th Avenue may be used by some vehicles to get to the Avondale 50 site, the primary point of truck access is anticipated to be Corporate Drive, which will be constructed by the developer to Fairway Drive. The developer has expressed a commitment to work with City Staff to take steps to ensure that primary truck traffic to the site utilizes Corporate Drive and not 119th Avenue. A stipulation to this effect is included in Staff's recommendation for the rezoning application.

No comments related to the proposal have been posted on the City's aVOICE digital forum; six persons have viewed information about the request.

All required notifications for this City Council public hearing have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the City Council meeting via postcards sent on October 30, 2019. The meeting was advertised in the Wednesday, November 6, 2019 edition of the Arizona Republic. Lastly, a public hearing notice sign identifying meeting date, time, and location was installed on the property near the corner of 119th Avenue and Corporate Drive on November 5, 2019. No public comments beyond what is discussed above have been received to date.

**PLANNING COMMISSION ACTION:**

Planning Commission conducted a public hearing on the request on November 21, 2019 and voted 5-0 to recommend approval of the proposed Avondale 50 PAD subject to thirteen (13) Staff-recommended conditions. Commission had the following questions and/or comments on the request:

- Commissioner Warren asked what, if anything, was occurring west of the site. Staff indicated there were no applications in for development on any of the parcels to the west, though it is anticipated it

would likely develop in a similar Commerce Park fashion.

- Applicant Shaine T. Alleman, Tiffany and Bosco P.A., stated that he was delighted in the success of the public-private partnership of designing this project with Opus Group and City Staff, resulting in a significant re-design to produce what was presented.

- Commissioners Warren, Iwanski, and Vice Chair Amos all complemented the architectural design and were excited to see the project move forward.

**ANALYSIS:**

*Conformance with the General Plan and Freeway Corridor Specific Plan*

- A request to amend the subject property's General Plan 2030 Land Use designation to Business Park is being considered separately. The Business Park classification encourages uses that provide employment opportunities in a large scale campus setting. The proposed Avondale 50 PAD allows for commerce park and related employment generating uses as is required in the Business Park designation and is designed to have a campus feel, with shared architectural and connecting pedestrian-scale landscaping elements throughout. Approval of the separate GPA application is required in order to consider approval of this rezoning request.

- *General Plan Land Use Goal #3*, Policy D "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity." The proposed PAD incorporates several measures intended to mitigate any impacts on surrounding land uses, particularly the existing Desert Springs Village community to the south. These measures include:

  o Landscape buffers with minimum depths of 30 feet are provided along the south property line (adjacent to Corporate Drive), east property line (adjacent to 119th Avenue), and north property line (adjacent to I-10), in excess of standard requirements. Planting of trees within those areas will soften the appearance of the new development and also filter any potential noise that may be generated.

  o All uses permitted in the PAD must occur indoors, with the exception of loading/ unloading and outdoor storage. Any outdoor storage must be fully screened from surrounding properties and rights-of-way.

  o The proposed site is designed such that building elevations featuring truck bays, where the most intense activity will be occurring, are oriented interior to the site so as not to be visible from surrounding properties or streets.

  o Buildings are architecturally enhanced and feature four-sided design so that they more closely resemble Class-A offices rather than typical light-industrial developments that feature more utilitarian architecture.

  o Primary truck traffic is to access the site using Corporate Drive from I-10, via the new Fairway Drive interchange. This routing will limit impacts on the existing Desert Springs community that utilizes 119th Avenue as a secondary access.

- *Economic Vitality Goal #1* "Grow and diversify Avondale's economy and employment base through business retention, expansion, and development." Development of a three-building, 718,200 square foot commerce park on the property as proposed in the PAD will fill a real estate need for additional light-industrial space within the City and allow for continued attraction of new businesses to Avondale.

- *Recreational Amenities Goal #4* "Create shared use linkages throughout the community in order to

support a healthy lifestyle." The Avondale 50 project incorporates pedestrian pathways and outdoor employee refuge areas to support the well-being of future workers on the property.

- The Freeway Corridor Specific Plan states, "Design and landscaping standards must be developed to ensure that development along the Freeway will present an upscale image". The proposed Avondale 50 PAD proposes strong architecture, site design, and landscaping standards to ensure that the site aesthetically enhances the Freeway Corridor area as a whole. The portions of the buildings that will feature roll-up doors intended for loading and unloading of trucks will be obscured by the orientation of the buildings and the combination of landscaping and screen walls, and will be minimized by the overall quality of architecture on the proposed buildings.

*Permitted Uses*

- The PAD proposes a very limited list of permitted uses largely consistent with the City's CP zoning district that are appropriate in the Business Park designation. Where uses vary, such as allowing for warehousing and distribution on limited portions of the site, standards and requirements are incorporated to ensure those more intense uses do not negatively impact surrounding properties or the site's aesthetic.

- The Freeway Corridor Specific Plan permits outdoor storage areas that are limited in size and not visible to the freeway traveler. The PAD is consistent with respect to outdoor storage, allowing this use only when fully screened from adjacent properties and rights-of-way. Except for outdoor storage and the loading/unloading of vehicles, all uses proposed will occur inside enclosed buildings.

- Uses proposed will generate jobs for area residents and tax revenue for the City of Avondale.

*Development Standards*

- The development standards contained within the proposed Avondale 50 PAD are comparable to Zoning Ordinance requirements for development in the CP zoning district. Some standards have been increased, such as requirements for building setbacks and landscape setbacks from the perimeter of the site. No reduction to any CP standard is proposed.

- The Freeway Corridor Specific Plan identifies a maximum height of eight stories for development on this property. The PAD proposes maximum building heights of 48', significantly lower than the FCSP maximum.

Project Design

- In addition to establishing standards for design, materials, and colors, the Avondale 50 PAD contains building elevations for the proposed development. The renderings depict contemporary style buildings which incorporates a sophisticated, neutral color palette.

- The proposed buildings incorporate multiple architectural techniques to break up long wall planes and make the highly visible buildings aesthetically appealing. Variation in parapet height, material and texture changes, color changes, reveals, and large green screens are provided to break up long walls and enhance the appearance of the development. Additionally, building entrance areas are emphasized through the provision of two-story glass elements framed by projecting soffits which provide shade and shadow and internally-illuminated colored glass elements are incorporated into project walls to create interest after sunset. Traditional accent up-lighting is also used to accentuate the most iconic building elements during evening hours. The result of this combination of materials and

techniques is a campus of buildings that will appear more similar to a Class-A office complex than a typical light industrial development.

- The anticipated use of the central building (Building B) as a cross-dock distribution facility necessitates the use of roll-up doors for truck loading and unloading on both the north and south elevations. Views into the truck court areas of this cross-dock building will be screened by Buildings A and C, which present an office-like appearance from I-10 and Corporate Drive.

- Landscaping on the site will adhere to Zoning Ordinance landscaping requirements. Adherence to these requirements will ensure that significant landscape areas, tree sizes, plant quantities, are provided throughout the site. Furthermore, a proposed pedestrian pathway system and two pedestrian refuge areas for use by site employees are provided.

*Streets, Utilities, and Other Infrastructure*

- Four driveways to the site are provided, two from 119th Avenue and two from Corporate Drive. As is standard for all development, the developer will complete the construction of half-streets adjacent to the site.

- The developer will construct the northern half of Corporate Drive beyond the project to Fairway Drive. Completion of this half-street will provide a primary access to the development from the new Fairway Drive I-10 interchange, anticipated to be completed in 2020.

- It is anticipated that the Avondale 50 site will generate a moderate amount and intensity of truck traffic. To limit impacts on the Desert Springs Village community to the south, which utilizes 119th Avenue as a secondary point of access into the subdivision, the developer and City will work throughout the remainder of the development process to ensure that primary truck traffic to the site utilizes the new Corporate Drive extension rather than 119th Avenue.

- The City has adequate water and sewer capacity to serve the proposed development. The developer will be responsible for construction of all line extensions required to service the Avondale 50 site.

**DISCUSSION:**

The proposed PAD meets the following findings:

1. The proposed Avondale 50 PAD is in conformance with the proposed General Plan Land Use Map designation of Business Park.

2. The proposed Avondale 50 PAD is in conformance with the Freeway Corridor Specific Plan.

3. The proposed Avondale 50 PAD is in conformance with the Design Manual for Industrial and Commercial Development.

4. The proposed Avondale 50 PAD will result in compatible land use relationships.

5. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.

6. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

**STRATEGIC PLAN:**
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage development of businesses in healthcare, technology, and advanced manufacturing.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
City Council will conduct a public hearing and **ADOPT** the Ordinance approving Application PL-19-0160 Avondale 50, a request to rezone approximately 50.56-acres from Agricultural (AG) to Planned Area Development (PAD), subject to the following thirteen (13) conditions of approval:

1. Development shall conform to the Avondale 50 PAD Narrative date stamped, October 30, 2019, except as modified by these conditions.

2. The developer shall submit an application for approval of a Comprehensive Sign Package for all building mounted and freestanding monument signage, including freeway signage, prior to issuance of any sign permits for the planned development.

3. The developer shall dedicate 40 feet of right-of-way and construct the north half-street of Corporate Drive to the City's Minor Collector standard (Detail A1102).

4. The developer shall acquire right-of-way from adjacent property owners as necessary to construct the north half-street of Corporate Drive from the subject property's western boundary to Fairway Drive. Corporate Drive shall be constructed to the City's Minor Collector standard (Detail A1102); half-street pavement width must be adequate to accommodate two-way vehicular traffic.

5. The developer shall dedicate right-of-way and construct the west half-street of 119th Avenue to the City's Minor Collector standard (Detail A1102). Half-street right-of-way shall be measured off the old section line. Half-street pavement width must be adequate to accommodate two-way vehicular traffic. The developer shall extend a 12" ductile iron pipe (DIP) water line to the terminus of the cul-de-sac.

6. The planned development is subject to the requirements of Zoning Ordinance Section 11, Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment, and Municipal Construction.

7. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

8. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

9. A private utility easement for a future fire line shall be dedicated by the developer through the power

line corridor to serve the parcel located to the west (APN 500-01-009B).

10. All required off-site improvements, including the tiling of the SRP ditch along 119th Avenue, shall be completed in the first phase of development prior to issuance of a Certificate of Occupancy or Certificate of Completion for any building.

11. Power lines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.

12. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.

13. The developer shall work with the City Engineer and City Traffic Engineer to take steps to ensure that primary truck traffic to and from the property utilizes Corporate Drive and not 119th Avenue.

**PROPOSED MOTION:**

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-19-0160 Avondale 50, a request to rezone approximately 50.56-acre from Agricultural (AG) to Planned Area Development (PAD), subject to thirteen (13) recommended conditions of approval as listed in the staff report.

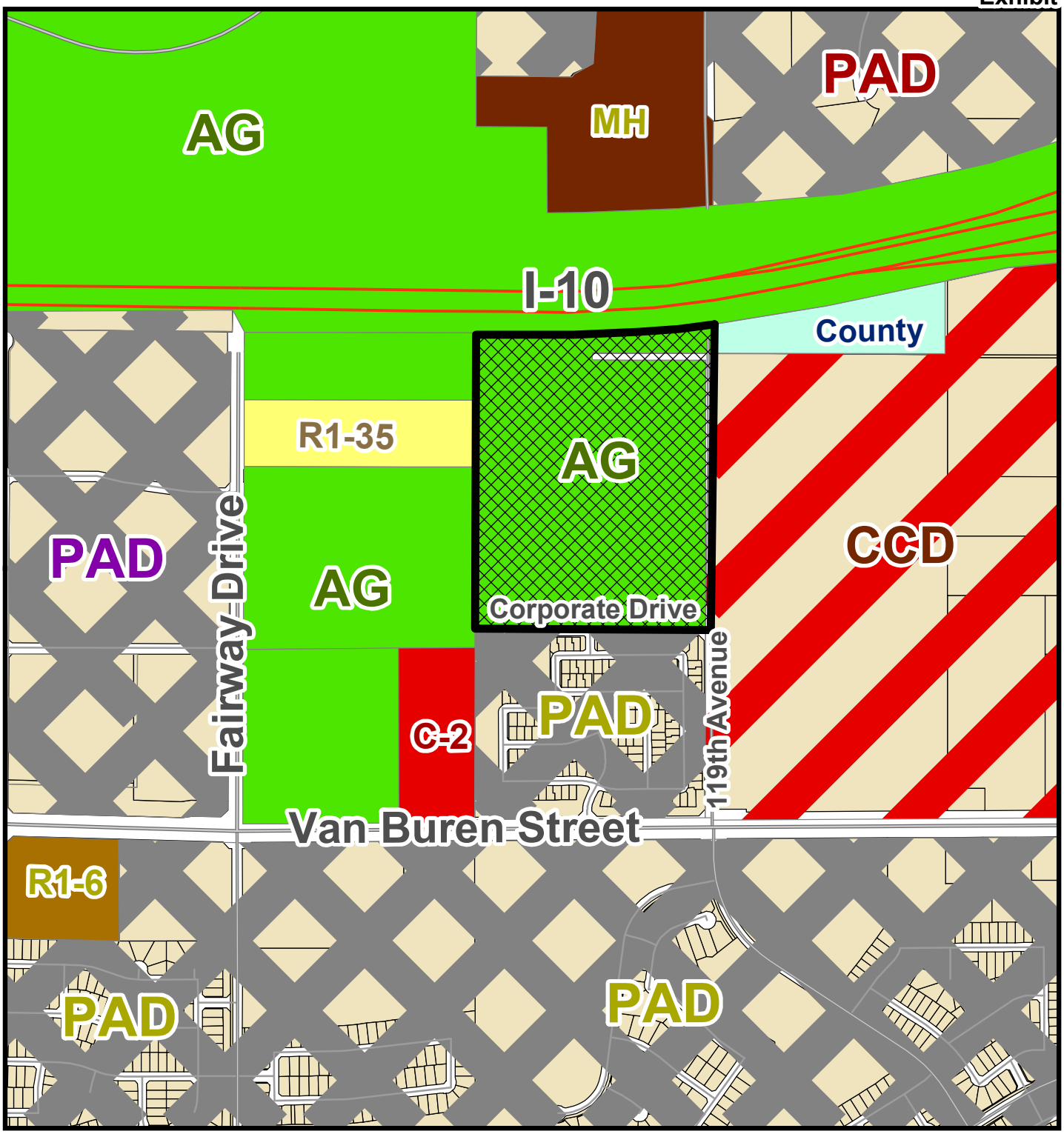
Exhibit A

# Aerial Photograph

Avondale

Subject Property

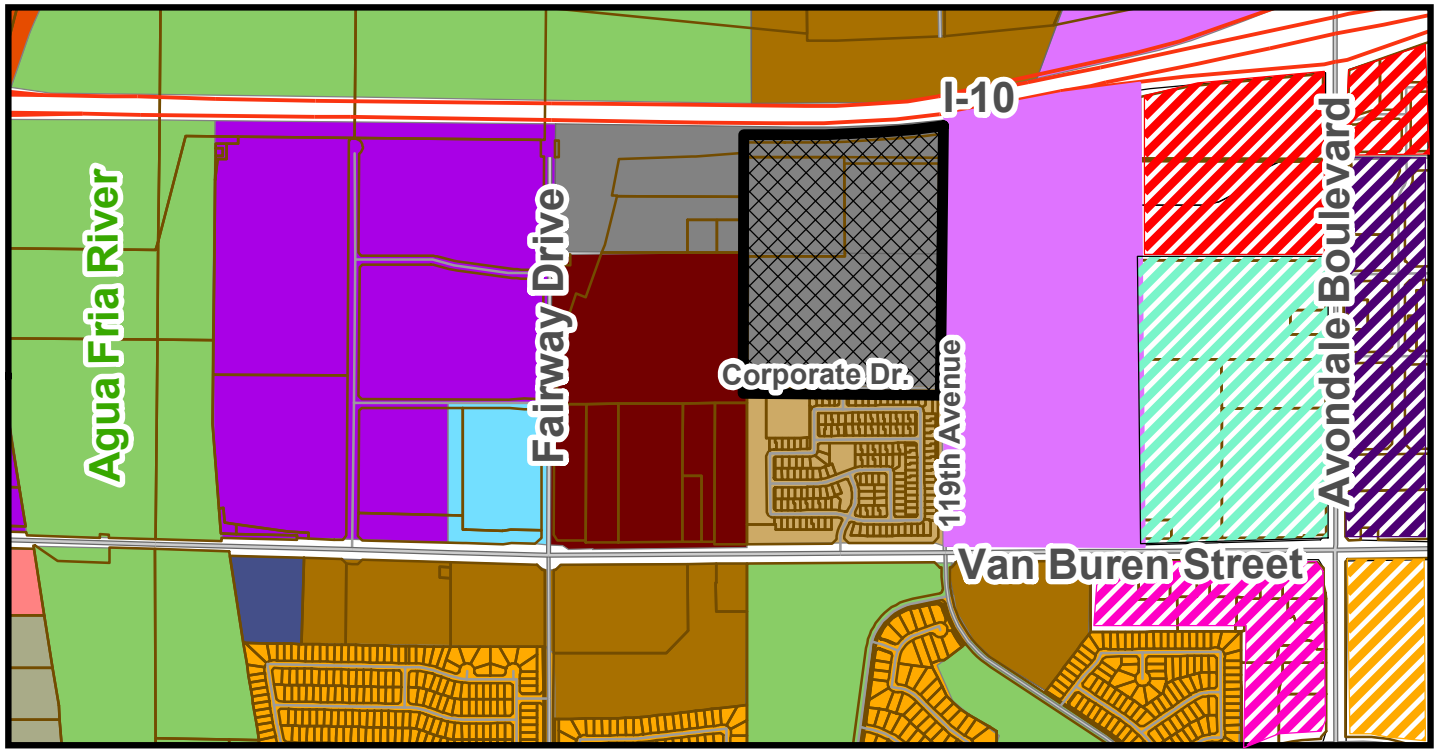
Exhibit B



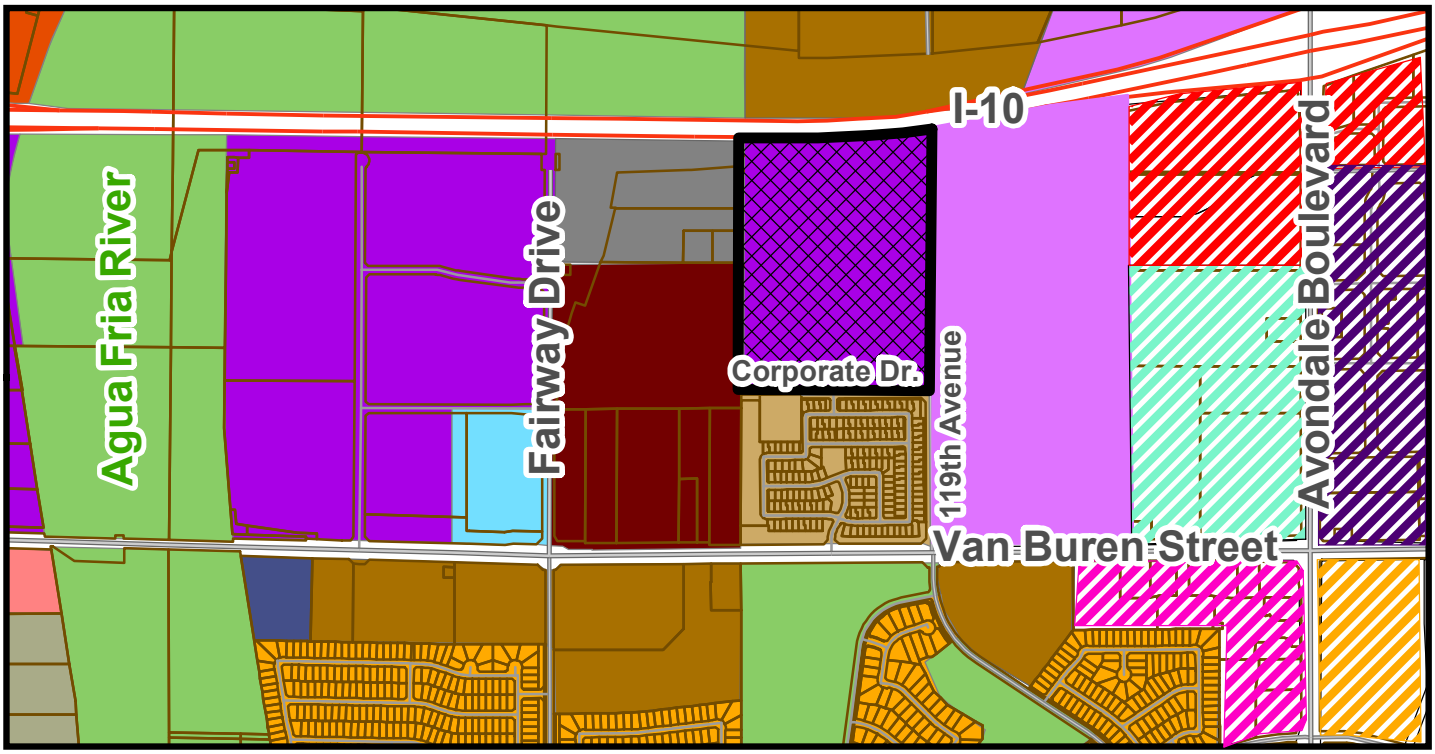

# Zoning Vicinity Map

Avondale

Subject Property




CURRENT LAND USE MAP




PROPOSED LAND USE MAP

# General Plan Land Use Map

Avondale

- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Urban Residential
- Open Space and Parks
- Public/Civic
- High Intensity Office
- Business Park
- Mixed Use
- The BLVD Gateway District
- The BLVD Village District
- The BLVD Park Avenue District
- The BLVD Neighborhood District
- The BLVD Promenade District
- Subject Property

*SUMMARY OF RELATED FACTS*

*APPLICATIONS PL-19-0159 & PL-19-0160*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | 50.56 gross acres |
| LOCATION | Northwest corner of 119th Avenue and Corporate Drive (formerly Roosevelt Street) |
| PHYSICAL CHARACTERISTICS | The rectangular site is flat with no unusual physical characteristics |
| EXISTING LAND USE | Agricultural |
| EXISTING ZONING | AG (Agricultural) |
| ZONING HISTORY | The property was annexed in April 1978. The site was rezoned from AG (Agricultural) to Avondale Spectrum Planned Area Development (PAD) in April 2008. The Avondale Spectrum PAD allowed a mix of uses on the property, including multi-story Class-A office adjacent to I-10, light industrial business park uses inward on the site, and a limited amount of retail/commercial uses at the intersection of Corporate Drive and 119th Avenue. Avondale Spectrum did not develop in the allotted three-year time frame for PADs in effect at that time and the zoning was reverted to AG by action of the City Council in June 2011. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | Interstate-10 (I-10), a major federal highway zoned AG (Agricultural). The width of I-10 right-of-way adjacent to the Avondale 50 site ranges from 680 to 770 feet. |
| EAST | An undeveloped 76.7-acre property in agricultural production. The property is zoned City Center District (CCD); however, the site was removed from the boundaries of The BLVD and given a Mixed Use General Plan Land Use designation in September 2019. |
| SOUTH OF CORPORATE DRIVE | Desert Springs Village, a fully developed 186-lot single-family residential subdivision, zoned Planned Area Development (PAD). |
| WEST | Multiple properties, the majority of which are zoned AG (Agricultural) and are in agricultural production. Two smaller abutting parcels are zoned R1-35 (Suburban Residential) and developed with single-family homes and agricultural accessory structures. |

| *GENERAL PLAN* |
|---|
| The property is designated High Intensity Office (HIO) by the General Plan 2030 Land Use Map. The High Intensity Office designation allows for high-rise offices, potentially featuring retail, restaurant, and service uses at street level, to be served by structured parking.<br><br>The applicant is requesting a Minor General Plan Amendment to change the Land Use designation of the property to Business Park. The Business Park designation is intended to allow for large scale campus development that provides abundant employment opportunities and offers amenities such as attractive streetscapes with excess landscaped setbacks, appropriate screening from the I-10 freeway, pedestrian connections, efficient circulation, and |

refuge areas for active and passive activities to keep a healthy lifestyle for all employees. The category accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related manufacturing, and limited warehouse and support services that support these primary employment uses.

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District<br>Tolleson Union High School District |
| ELEMENTARY SCHOOL | Littleton Elementary School |
| HIGH SCHOOL | La Joya Community High School |

| *ADJACENT STREETS* | |
|---|---|
| **119th Avenue** | |
| Classification | Minor Collector |
| Existing half-street ROW | None |
| Standard half-street ROW | 40’ |
| Existing half-street improvements | None |
| Standard half-street improvements | One through lane, half center turn lane, bike lane, detached sidewalk, curb, gutter, landscaping, street lights |
| **Corporate Drive (formerly Roosevelt Street)** | |
| Classification | Minor Collector |
| Existing half-street ROW | None |
| Standard half-street ROW | 40’ |
| Existing half-street improvements | None |
| Standard half-street improvements | One through lane, half center turn lane, bike lane, detached sidewalk, curb, gutter, landscaping, street lights |

| *UTILITIES* |
|---|
| Water will be provided to the Avondale 50 development from an existing 12” water line in Corporate Drive, which will be extended by the developer west to Fairway Drive. The developer will also extend the existing 12” water line in 119th Avenue from its current terminus at Corporate Drive north to serve the development.<br><br>Sewer will be provided to the site by an existing 36” sewer main in the 119th Avenue alignment.<br><br>Salt River Project (SRP) provides electrical service in this portion of the City. |

# Exhibit E

## Proposed Planned Area Development Narrative

Avondale 50

Submitted
October 30,
2019

# Avondale 50

City of Avondale

**Planned Area Development**

**Rezoning Application**

Case # PL-19-0160

October 30, 2019

OPUS
THE OPUS GROUP

TB TIFFANY & BOSCO P.A.

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Exhibit B – Aerial Context Map
Exhibit C – Existing Avondale General Plan Map
Exhibit D – Existing Avondale Zoning Map
Exhibit E – Concept Site Plan
Exhibit F – Traffic Circulation & Access Exhibit
Exhibit G – Conceptual Site/Landscape Plan
Exhibit H – Entry and Rest Area/Overlook Elevations
Exhibit I – Architectural Elevations, Details, & Perspectives
Exhibit J – Architectural Building Rendering

# I. PROJECT PROFILE

| | |
|---|---|
| **Project Name** | Avondale 50 |
| **Property Owner** | Avondale I10, LLLP |
| **Assessor Parcel Numbers** | 500-01-003N (3.494 Ac), 500-01-009B (10.091 Ac), 500-01-009C (36.368 Ac) |
| **Project Location** | Northwest corner of Corporate Drive and N. 119th Avenue (alignment), Avondale, Arizona |
| **Project Area** | 50.56 Acres (gross) |
| **Current Zoning** | Agricultural (AG) |
| **General Plan** | High Intensity Office |
| **Development Team** | Legal Counsel<br>Tiffany & Bosco, P.A.<br>Shaine T. Alleman<br>Seventh Floor, Camelback Esplanade II<br>2525 East Camelback Road<br>Phoenix, Arizona 85016<br><br>Architecture<br>Opus AE Group, L.L.C.<br>Dean Newins<br>10350 Bren Road West<br>Minnetonka, MN 55343<br><br>Engineering<br>Civil & Environmental Consultants, Inc.<br>Thomas E. Meeks<br>11811 N. Tatum Boulevard, Suite 3057<br>Phoenix, Arizona 85028 |

# II. EXECUTIVE SUMMARY

This proposed PAD Rezoning Application request is to rezone approximately 50.56 Acres (gross) generally located at the northwest corner of the intersection of Corporate Drive and N. 119th Avenue (alignment) and identified by the Maricopa Assessor Office with parcel numbers 500-01-003N, 500-01-009B, and 500-01-009C (the "Property"). The Property will be developed by Opus Development Company, L.L.C. (the "Opus Group").

The Opus Group is a family of commercial real estate development, construction and design companies headquartered in Minneapolis with offices and projects across the country. It operates as a multidisciplinary team with expertise in development, capital markets and finance; project management and construction; and architecture, engineering and interior design. The Opus Group's clients have included Black & Decker, DHL, Fed Ex, Kraft Foods, Maytag Corporation, Miller Brewing, Nissan, Pep Boys, Porsche, and Xerox Corporation. In Arizona, the Opus Group projects include the Union Tempe (Tempe), Opus Airport Industrial (Phoenix), Goodyear Crossings Park (Goodyear), Longbow Gateway One (Mesa), Paradise 83 (Peoria), and the Pima Center (Scottsdale). All of these developments have been created with the utmost detail to design and construction quality, which the Opus Group prides itself on. The Opus Group is excited to collaborate with the City of Avondale (the "City") to bring a high quality development with enduring value that will support the City for many years.

This Application is for a PAD Rezoning that will change the Property zoning designation from Agricultural (AG) to PAD. This will allow for the development of a large business/commerce park themed development, which will accommodate a variety of light industrial, flex industrial, and commercial uses on the Property.

A Minor General Plan Amendment is also being requested with a concurrent application to amend the General Plan Map from High Intensity Office to Business Park.

The Applicant is aware of the City's goals for the surrounding area of the Property and its desire to promote uses that will bring development and economic vitality, employment opportunities, quality architectural character, and provide an appropriate balance of uses. In a recent City Council Work Session in 2018, the City discussed the Property's area and the changing market shifts related to providing better economic and employment opportunities for this area and the City as a whole. Traditionally, Avondale is exporting 90% of its employment to surrounding municipalities. This development is in a prime location with adjacent employment uses and the nearby "The BLVD" development area, which will attract those who want to live, work, and play in the City of Avondale.

This proposed request is aimed at providing development flexibility to support land uses that promote a business/commerce park environment, allowing a variety of employment,

light industrial, and commercial uses, bringing high-quality architecture, while also discouraging the Property from developing solely as a "distribution only" focused facility commonly found elsewhere along the Interstate 10 Freeway corridor. The PAD will utilize two distinct use areas that will provide certain allowable and prohibited uses for the development as outlined herein.

The Avondale 50 PAD utilizes the "Commerce Park" zoning development standards as a baseline, while also seeking flexibility for certain land uses to be allowed in portions of the development and provides enhanced architectural guidelines for building frontage. Strict design guideline standards will be upheld during the development process to ensure that the standards and land uses of the PAD's request are reasonable and acceptable within the Interstate 10 Freeway corridor, while also remaining compatible with other surrounding developments and land uses.

The Opus Group intends to pursue immediate development of the Property as soon as possible. The proposed general plan amendment, site plan, land use and development standards will create a framework for the Opus Group to develop a unique business/commerce park type development that will accent the design and development goals for the Interstate 10 Freeway corridor as stated in the General Plan 2030 and Freeway Corridor Specific Plan.

The prime location of the Property provides the opportunity to bring a beautiful development near the Interstate 10 Freeway and vital transportation connections that will make the City of Avondale proud.

# III. PROPERTY DESCRIPTION

**Site Description**

The Avondale 50 property is approximately 50.56 acres (gross) generally located at the northwest corner of the intersection of Corporate Drive and N. 119th Avenue (alignment). The location near the Interstate 10 Freeway provides an ideal opportunity for development that accommodates a large business/commerce park setting such as Avondale 50. The Property is located between the Interstate 10 Freeway and other larger empty lots used for agriculture. The Desert Springs Village, a single-family subdivision, is located to the south of the Property across from Corporate Drive. (*Please see EXHIBIT A – Regional Aerial Context Map)*.

As illustrated in *EXHIBIT B – Aerial Context Map*, the Property is comprised of three (3) vacant parcels that are contiguous to one another. The Property was historically used for Agricultural uses.

The Property currently contains an Avondale General Plan land use designation of High Intensity Office (*Please See EXHIBIT C – Existing Avondale General Plan Map*). The Property is currently zoned Agricultural (AG) under the City of Avondale Zoning Ordinance (*Please see EXHIBIT D – Existing Avondale Zoning Map*).

**Relationship to Surrounding Properties**

The Property is mostly surrounded by vacant property and agricultural uses with residential development to the south. The following table describes the surrounding conditions of the neighboring properties.

| Direction | Description | G.P. Land Use | Zoning |
|---|---|---|---|
| **North** | Interstate 10 Freeway | N/A | N/A |
| **East** | Agricultural Uses | Mixed Use | City Center Districts (CCD) |
| **South** | Desert Springs Village (Residential) | Medium-High Density Residential | Desert Springs Village PAD |
| **West** | Agricultural use with farm buildings | High Intensity Office | Agriculture (AG) |

**Topography**

There are no significant topographical or natural features of the property. The Property is undeveloped except for the SRP ditch that runs adjacent to 119th Avenue (alignment) and the SRP powerlines that traverse the Property on the western boundary. The SRP ditch will be improved at time of development and meet all required SRP standards.

**Current Circulation**

The only developed street adjacent to the Property is Corporate Drive (formerly Roosevelt Street) on the southern boundary of the Property. The Applicant is working with the property owner to the west for the right of way dedication and construction of the northern 40' of Corporate Drive to Fairway Drive from the western boundary of the Property. The developer will work with the City in any acquisition efforts for the Corporate Drive extension to Fairway Drive.

Arizona Department of Transportation (ADOT) has finalized plans for the construction of the Fairway Drive interchange at the Interstate 10 Freeway and will complete construction of this interchange in the near future. The Opus Group anticipates that most of the traffic from the Avondale 50 development will utilize Corporate Drive to the south to efficiently access Fairway Drive, which will lead to the Fairway Interchange for quick access to the Interstate 10 Freeway. As such, the Applicant anticipates minimal traffic flows to the right-of-ways located to the south on Van Buren Street and east on Avondale Boulevard.

**Summary**

Based on the current Property conditions and location, the Avondale 50 development is appropriate for the location and character of the general area. Currently, the vacant Property lies next to the City's most important artery, the Interstate 10 Freeway, and is a continual eyesore for those passing by and coming to the City. Given its unique location and orientation, proper development of the Property with high quality building design and a business/commerce park type setting with generous landscaping and open spaces will enhance the Property and create an iconic landmark bringing positive impacts to the surrounding properties and the City.

# IV. PROJECT DESCRIPTION

The Property and surrounding area are poised to bring developments to the City of Avondale that have economic value with opportunities for employment, economic vitality, and market benefits that will greatly enhance the City's value to the region. The Applicant has been involved with many discussions with the City in determining what developments and uses will help reach the goals Avondale has for this area. There will be many varied development components that will be needed to create value for this area of the City. Avondale 50 will be one of those important development components for bringing economic value to the City of Avondale.

The existing location of this proposal provides a unique opportunity for diverse land uses that will improve the area economically and provide a catalyst for further attracting future commercial, employment, and business related land uses to the area. Due to the proposed light industrial and office type uses, the PAD is based on the Commerce Park ("CP") Zoning District within the Avondale Zoning Ordinance. Using the development standards offered by the CP zoning district and the opportunities of PAD zoning will allow the Opus Group the flexibility to build the necessary uses and structures for a high-quality development. The Applicant is aware that the aesthetics and design of the buildings and campus grounds are important to overall development of the Property.

The attached *EXHIBIT E – Concept Site Plan* exhibits the proposed layout and design for the Property. It is important to the Opus Group to provide a development that has the look and feel of a business/commerce park layout. As such, the Concept Plan includes enhanced open space areas on the east and south boundaries of the Property, as well as other landscaped areas on the other Property boundaries and internal areas of Avondale 50.

These open space areas will provide well connected pedestrian paths and trails throughout the development, shade canopies, pedestrian refuge areas, and benches. These open space features will be a unique part of the development and will soften and enhance the aesthetics of the development, so it will appear as a typical business/commerce park campus. These areas will be well connected to all areas and buildings of the Property, so that employees will have places to relax, recreate, and gather together. The trails and pathways will also be terminated at strategic location on the Property boundaries to provide further regional connectivity for those walking or biking to the development. Additionally, hardscaping and plant materials will be varied and complement all areas of the development.

The overall physical design of the Avondale 50 development is intended to foster connectivity and relationships among the various business and employees that will be on the Property. The open space locations are located and oriented to provide patterns

designed to focus eyes on communal areas and to open spaces, creating a sense of place and security for the development.

Avondale 50 will include three (3) different buildings on the Property. The Property will be bookended at the north and south with two (2) buildings that will be approximately 169,400 (Building A) and 160,300 (Buildings C). These bookends will be architecturally enhanced with features that will help break up the aesthetic massing of the building face areas and create opportunities to provide varied architectural elements and color options for the buildings. The Applicant is aware that the north bookend building will require additional enhancements due to it facing the Interstate 10 Freeway and being in a strategic location within the City that will be viewed by many people each day.

The architecture is a campus style design with a consistent architectural theme throughout the site to provide an upscale, office-like appearance from the perspective of the I-10 Freeway and Corporate Drive.

The scale of north and south buildings are managed by movements on the building's façade. Each building has four recesses to signify a tenant entry. These recessed plan moves are emphasized by a textured façade that surrounds a 25 foot glass entry framed by a projecting soffit. There is a fifth recess at the center of each building that has a sculptural green wall. The intent of this wall is to further reduce the scale of the overall building mass. The center building echoes these architectural moves. Additional architectural details are provided in Section VII. Architectural Design Criteria.

Building A land use will be per the Commerce Park district, except that up to fifty percent (50%) of the Building A can also be utilized for distribution and warehousing type uses, as described and outlined in the development standards of Section V. Building C will only be allowed to have Commerce Park land uses. The land use standards are outlined in Section V. of this PAD.

The internal building on the Property (Building B) will be larger in size at approximately 388,500 square feet. This building has been designed with a series of dock doors on the north and south sides of the building and will allow Commerce Park land uses and other uses conducive to warehousing, distribution and manufacturing as described and outlined in the development standards of Section V. The building has been strategically placed centrally on the Property, so that it is concealed behind the bookend buildings to the north and south as well as the open space and landscaped areas to the east and west. This will further enhance the aesthetics of Avondale 50 development for appearing more as a business/commerce park setting. All truck courts will be internal facing, providing a clean look and feel around the perimeter of the building and development campus.

There will be a total of five (5) transportation access points to the Property. 119$^{th}$ Avenue will have two (2) driveways and one (1) other access point at the northernmost cul-de-sac

of 119th Avenue. Another driveway is located on Corporate Drive and is lined up with the 120th Avenue across the street. These driveways are primarily as access points for employees and customers of the Avondale 50 development.

The last driveway is located near the western boundary of the Property on Corporate Drive. This driveway is the primary access point for trucks coming to the Property for deliveries. The western drive aisle will allow access for the trucks to any of the internal truck docks on the Buildings. The location of this drive aisle is facilitate easy access for the trucks to and from the Fairway freeway interchange to the west and to keep trucks away from interfering in any way with the Desert Village neighborhood to the south. *EXHIBIT F – Traffic Circulation & Access Exhibit* further demonstrates the circulation of truck traffic and the primary western access point on Corporate Drive.

Due to the construction of the Fairway Drive Freeway interchange to the west, it is anticipated that most of the circulation and access to the Property will primarily come from the west along Corporate Drive and to Fairway Drive going north. Additionally, any trucks accessing the Property will be advised to access the site via Corporate Drive, which will further limit any negative impacts on the Desert Springs Village community to the south. All adjacent right of ways will be specifically designed during the Site Plan and Design Review phase and be constructed, as required.

# V. Avondale 50 District standards

When standards are not provided within the Avondale 50 Commerce Park District Standards, development shall comply with those standards in the Commerce Park District (CP) of the Avondale Zoning Ordinance.

1. The proposed development standards are as follows:

| PROPOSED AVONDALE 50 COMMERCE PARK DEVELOPMENT STANDARDS | | |
|---|---|---|
| **Development Standard** | **Avondale CP Zoning District Standard** | **Avondale 50 PAD District Standard** |
| Maximum Building Height | 8 Stories* | 8 Stories* |
| Maximum Building Coverage | 50% | 50% |
| Building Setback - Street Side (East Boundary, 119th Ave) | 25' | **30'** |
| Building Setback - Side Yard (West Boundary) | 15' | 15' |
| Building Setback - Rear Yard (North Boundary) | 15' | 15' |
| Building Setback – Adjacent Residential (South Boundary, Corporate Drive) | 50' | **75'** |
| Minimum Landscape Setback – Street Side | 25' | **30'** |

** Freeway Corridor Specific Plan allows up to 8 stories*

**Building Uses**

There are two (2) separate use districts within the Avondale 50 PAD that are based on the different buildings identified on *EXHIBIT E - Concept Site Plan*, as follows:

1. At least fifty percent (50%) of a continuous portion of Building A and all of Building C

   Land uses within these buildings areas and the adjacent property development areas within the Property shall be subject to the allowed Commerce Park (CP) District land uses as outlined in Section 402, Land Use Matrix of the Avondale Zoning Ordinance, as amended.

2. Up to fifty percent (50%) of a continuous portion of Building A and all of Building B

   Land uses within these buildings areas and the adjacent property development areas within the Property shall be subject to the land use matrix outlined below. The land use matrix shows the uses that are permitted outright (P), permitted

subject to a conditional use permit (C), as an accessory use to an otherwise permitted use (A) or prohibited (-).

Uses not listed as a permitted or a conditional use shall be prohibited from the applicable zoning district. In the event a particular use is not listed in the land matrix below and such use is not otherwise prohibited by law, the Zoning Administrator or designee shall determine whether such use is analogous to other listed uses; the determination shall be made pursuant to Section 105 of the Avondale Zoning Ordinance, as amended.

The proposed Avondale 50 PAD land uses that are different from the Avondale CP District land uses have been bolded in the land use matrix.

| **Avondale 50 PAD – Land Use Matrix Table for 50% of Building A and Building B** | | |
|---|---|---|
| **LAND USE** | **Avondale CP District** | **Avondale 50 PAD** |
| Ambulance dispatch facility | P | P |
| Banks and chartered financial institutions | P | P |
| Business support services - photocopy centers, office supply stores, and package delivery services. | P | P |
| Catering | P | P |
| Child care center | C | C |
| Clinic for dental and medical | P | P |
| Data and call centers | P | P |
| Design centers | P | P |
| Distribution (with no caveat for onsite assembly) | A | **P** |
| Dry cleaning drop-off establishment | P | P |
| Employment agency | P | P |
| Government offices and facilities - federal, state, county and city. | P | P |
| Health and exercise centers, intended to serve the surrounding employment uses (maximum 10,000 square feet gross building area) | P | P |
| Hospital and urgent-care facility | P | P |
| Hotel and conference center | P | P |
| Laboratories for product development, testing, experimenting and investigating - bio-science, medical, dental, pharmaceutical, electronic and similar uses | P | P |
| Manufacturing and assembly, light | P | P |
| Manufacturing and assembly, heavy | - | **C** |
| Medical, dental, or health offices, excluding plasma centers and medical marijuana uses | P | P |
| Mini-storage warehouse, excluding outdoor storage of vehicles or trailers | C | C |

| | | |
|---|---|---|
| Motion picture productions (studio) | C | C |
| Outdoor Storage associated with an on-site primary use, excluding vehicles, when fully screened from view from surrounding streets, including I-10 Freeway | C | **P** |
| Pharmacy, when integral to a multi-tenant building (no drive-through) | P | P |
| Professional offices | P | P |
| Public utility facilities | P | P |
| Restaurant, Full Service (no drive-through) | P | P |
| Retail sales that primarily support the businesses and employees of the commerce park and not the general population | C | C |
| Sales of Products manufactured or assembled on site | A | **P** |
| Schools, vocational, business, trade, college, university | P | P |
| Signs and monuments, including sales, manufacturing and assembly of signs or sign components | P | P |
| Transmitting and receiving towers | C | C |
| Veterinary hospital, clinic | P | P |
| Warehousing | A | **P** |
| Wholesaling | - | **P** |

*P – Permitted Use*
*C – Conditional Use Permit required*

**Additional Development Standards and Guidelines**

The following guidelines are supplemental to the applicable sections found in the City of Avondale's Commercial and Industrial Design Manual. In the case of a conflict, the Design Manual standard will apply.

1. Landscape
    a. The landscaping within the development shall meet Section 1204 of the Avondale Zoning Ordinance.
    b. The landscaping shall meet or exceed the guidelines for landscaping as set forth in the "Commercial" section found in the City of Avondale's Commercial and Industrial Design Manual.
    c. Surface retention areas will have a maximum depth of 5' from the adjacent grade with a maximum slope of 4:1. A flat landscape buffer 5' wide shall be provided at the top of the retention basin. Retention areas greater than 5' may be approved by Staff. Surface retention areas can be counted as open space if the area is useable for open space activities.
2. Lighting
    a. Minimization of light pollution for the protection of nighttime views is an important component of the design theme for the project, as well as for the adjacent neighboring properties. In response, all exterior lighting for

common open space areas, development entries and adjacent to the internal streets will comply with Section 707: Outdoor Lighting. A photometric plan will be provided at the Site Plan and Design Review phase as required.

3. Walls and Fences
    a. All walls and fences shall meet Section 1207 of the Avondale Zoning Ordinance.
    b. All walls and fences shall meet or exceed the guidelines for set forth in the "Commercial" section found in the City of Avondale's Commercial and Industrial Design Manual.
4. Parking
    a. All parking counts and parking stall dimensions shall meet Section 8 of the Avondale Zoning Ordinance. Details related to parking information are provided on the Conceptual Site Plan.

**Commercial District Amended Standards Justification**

The amended use and development standards outlined above will provide for the high quality development that the Opus Group desires to bring to Avondale. Overall, the PAD provides additional setback requirements beyond what is required in the CP Zoning District. These setbacks have been increased to provide enhanced open space and buffering areas and to create the framework for providing a business/commerce park campus setting to the development. The maximum building height has been decreased from the CP/FCSP maximum height of 8 stories down to 60'. This height decrease is to provide less intensity for the project, especially as it located near the Desert Springs Village neighborhood. Lastly, use standards have been provided for 2 different areas within the project, with only allowing certain portions nearer to the freeway to have some distribution, warehousing, and manufacturing uses. The entire building on the south, near Desert Springs Village, will only be allowed with CP land uses, as provided herein.

The remainder of the above amended development and design standards are to allow Avondale 50 to adapt to current and future development patterns. Therefore, the implementation of the future development will create a consistent development approach to the proposed development area.

# VI. LANDSCAPING, PEDESTRIAN OPEN SPACE AND AMENITIES

**Pedestrian Focus**

The Avondale 50 development will facilitate pedestrian circulation throughout the project. The layout of the development and the proposed Development Standards and Design Guidelines, provides the necessary standards for integrated pedestrian pathways that encourage employees to walk to open space areas, on-site pedestrian refuge areas, and the adjacent use areas. The pedestrian paths will feature enhanced landscaping, differentiated paving and lighting to make these pedestrian areas pleasing and safe. The use of differentiated paving will also be used to increase safety by showing where pedestrian paths cross vehicular circulation The improvements to Corporate Drive and 119$^{th}$ Avenue (alignment) will also allow safe pedestrian access, as required.

**Landscaping and Open Space**

*EXHIBITS G - Conceptual Site/Landscape Plan and EXHIBIT H - Entry and Rest Area/Overlook Elevations* exhibit the landscaping, vegetation, open space areas, and pedestrian refuge design elements. All landscaping and open space areas will conform to the requirements of the Avondale Zoning Ordinance.

The increased and enhance open space areas are unusual for this scale of development. However, it is an important aspect of enhancing the aesthetics and appeal of Avondale 50. The open space areas will provide opportunities for a mixture of desert-themed landscaping, shade trees, grass turf areas for relaxation and pedestrian refuge areas. Pedestrian refuge area are further detailed in *EXHIBIT H* and include features such as Gabion retaining seat walls with concrete caps, shade structures with steel and Gabion stone columns, with complementary landscaping and pathways. Theme Images in *EXHIBIT G* demonstrate the type of features and landscaping to be included in the development. These features will provide shade and comfort to pedestrians and users of the open space areas. The purpose of the landscaped and open space area will be to complement and enhance the pedestrian scale of the development. Pedestrian pathways will provide linkage throughout the Property as well as providing a sense of place for the on-site employees and visitors.

Landscaping vegetation and theming will conform to the City of Avondale Zoning Ordinance requirements. It is anticipated that landscaping will be desert-themed to promote low watering and will also provide shade and comfort to pedestrians and visitors to the development.

# VII. ARCHITECTURAL DESIGN CRITERIA

The Avondale 50 PAD's design criteria offers a high-quality development that will provide buildings that allows for a variety of light industrial and commercial uses, but maintain an overall business/commerce park type character and feel. Conceptual architectural elevations, details, and renderings have been provided in *EXHIBIT I – Architectural Elevations, Details, & Perspectives* and *EXHIBIT J – Architectural Building Rendering* to showcase the colors, design, and character of the buildings. Avondale 50's ultimate building designs will be determined through the City's Site Plan/Design Review application process.

As planned, the project consists of three (3) buildings totaling approximately 718,200 square feet designed to appeal to a wide variety of potential users. The buildings will be state-of-the art, institutional quality space that are in high demand for a variety of corporate users.

As described previously, the site layout as currently conceived, and shown on the enclosed concept site plan, shows Building A (approx. 169,400 square feet) along the north, facing Interstate 10 and Building C (approx.. 160,300 square feet) along the south, facing Corporate Drive. Building B (approx. 388,500 square feet) is a cross-dock configuration building is located centrally within the Property. Truck courts are internally located and screened by masonry walling, as needed along the east and west portions of the Property. The screen walls incorporate a combination of formliner, reveals and color patterns similar and integrated with the building architecture.

Buildings are oriented with their long side along the east-west axis with glass primarily on the north and south sides to minimize the effects of solar heat gain. Specialty glass is incorporated in select locations to further reduce solar heat gain, as well as provide architectural interest both during the day and night.

The façades on Building A (facing the Interstate 10 Freeway) and Building C (facing the Desert Springs Village neighborhood) have been enhanced with high-quality building design and architectural design elements, including varied wall planes and rooflines, varied colored, glass store fronts, and up-lighting for additional nighttime effects on the buildings. These are design features are exhibited in *EXHIBITS I & J*.

The architecture is a campus style design with a consistent architectural theme throughout the site, unifying the aesthetic of all buildings as shown on the enclosed concept elevations and perspectives. The scale of north and south buildings are managed by movements on the building's façade. Each building has four recesses to signify a tenant entry. These recessed plan moves are emphasized by a textured façade that surrounds a 25 foot glass entry framed by a projecting soffit. There is a fifth recess at the center of

each building that has a sculptural green wall. The intent of this wall is to further reduce the scale of the overall building mass. The center building echoes these architectural moves.

Each entry is flanked by a geometric form composed of a 5 foot grid reveal pattern. This pattern creates an abstract and structure to support a composition of 16" square niche. Each niche contains a color glazing unit. There a four colors representing the branded colors of the City of Avondale. These colored forms are sprinkled across the building's façade. The idea is to bring colors of light into the building during the day and to have the building "glow" with color at night. *EXHIBIT I* demonstrates further the material, forms, accents, and color details that will be incorporated as part of the overall architecture.

The Opus Group will continue work with the City of Avondale during the Site Plan and Design Review phase to provide additional details of the building architecture design. This will include selection of colors and material application of the buildings that are appropriate and consistent overall in color, material, and design features.

The development of the Avondale 50 shall comply with those standards and guidelines found in the City of Avondale's Commercial and Industrial Design Manual, as amended.

## VIII. SIGNAGE STANDARDS

All Avondale 50 signage shall comply with the standards related to the City of Avondale Commerce Park zoning standards included in Avondale Zoning Ordinance Section 9, Signs. Any future signage, including freestanding signage (that may include a freeway pylon sign) will complement the site and building architecture and serve as an additional architectural element to increase the Property's aesthetic value. A Comprehensive Sign package will be submitted separately at the Site Plan and Design Review phase.

# IX. PAD REVIEW AND ANALYSIS

As stated previously, the purpose of the PAD district for Avondale 50 is to provide a high-quality development that consists of a business/commerce park design and layout with uses that are compatible with the adjacent Interstate 10 Freeway and envision high intensity uses in the area.

The Avondale 50 PAD meets all of the required findings of the Avondale Zoning Ordinance as follows:

1. ***The proposed PAD is in conformance with the General Plan and applicable specific plan(s).***

Section XII below describes how the Avondale 50 project is in compliance with the goals and policies of the City's General Plan, Freeway Corridor Specific Plan, and Strategic Plan. This conformance will provide the framework for developing a consistent pattern of light industrial, office park, and manufacturing uses on the Property and adjacent to the Interstate 10 Freeway.

2. ***The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.***

As demonstrated within the Avondale 50 PAD, it meets all the requirements of the Avondale Zoning Ordinance for PAD rezoning applications by conforming to all of the regulations and standards, as required.

The Avondale 50 will meet or exceed the applicable Design Manuals for the development. Subsequent applications for future building design will be subject to the Site Plan or Design Review process where necessary.

3. ***That adequate public infrastructure and services exist to serve the proposed development or all necessary public infrastructure and services to serve the proposed development will be completed in connection with development within the PAD.***

As demonstrated in the Avondale 50 PAD and accompanying engineering plans and reports, the development has adequate public infrastructure and services to serve the proposed development. All future development will comply with all development and engineering standards and regulations as required. Road circulation, water, drainage and other utility access infrastructures will be improved, as required. Additionally, any trucks accessing the Property will be advised to access the site via Corporate Drive, which will reduce traffic impacts on 119$^{th}$ Avenue further limit any negative impacts on the Desert Springs Village community to the south.

4. ***The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.***

The surrounding area has been envisioned by the City of Avondale as providing uses that are compatible with being located adjacent to the Interstate 10 Freeway. This has included high intensity uses, employment uses, office park configurations, and other related uses. Recent City discussions have also included looking at light industrial uses in this area that are compatible with the area and that promote enhanced design, site plan, and architectural guidelines. With the addition of the Fairway Drive Freeway Interchange, the Property and surrounding area have been opened up to possibilities that can increase the employment and intensity opportunities for this important area of the City. The uses to the east of the Property have also been envisioned to be high intensity uses that would bring retail, employment, and additional residents (i.e. employees for the development).

The Applicant has carefully determined the appropriate site plan configuration, architectural design, and the proposed uses for the Property, which will capitalize on the unique location of the Property. The Avondale 50 PAD provides the perfect opportunity for the proposed development to bring a high quality development with complementary uses that will be designed in a way that is harmonious with the surrounding neighborhoods and is supported by current market conditions.

5. ***The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.***

As stated in the Avondale 50 PAD, the development standards and regulations have been crafted to provide a unique development that will accommodate a strong character and sophisticated aesthetics for the Interstate 10 Freeway, while also providing appropriate open space, connectivity, and buffering that will add to the aesthetics of the development to look more like an office park type setting.

# X. INFRASTRUCTURE

**Road improvements, Right-of-Ways, Easements**

The Avondale 50 developer will construct the adjacent half-street improvements, as required, for Corporate Drive along the southern Property boundary of the Property and for 119th Avenue (alignment) on the eastern Property boundary to the north boundary of the Property as shown on the Concept Site Plan.

While the traffic circulation for the project would function appropriately with access to 119th Avenue (alignment) only, extending Corporate Drive west of the Property to Fairway Drive to provide access to the future Fairway Drive/Interstate 10 Freeway traffic interchange will greatly enhance the circulation of the area. The developer of Avondale 50 will construct Corporate Drive along the southern boundary of the Property to Fairway Drive within the project's first phase. To date, Opus has had numerous discussions with the property owner to the west to secure the necessary right-of-way and land needed for this constructions. Additionally, Opus has had discussions with the City and ready and willing to work with City staff, as necessary, in the acquisition of right-of-way property.

Development of the Fairway Drive traffic interchange will involve the construction and completion of Fairway Drive starting from Van Buren Street north to the Interstate 10 Freeway. Approval of the Avondale 50 project may help to expedite these improvements, so that the circulation infrastructure can accommodate the influx of traffic in the developing area and help to spur further growth.

**Utilities - Water**

The City is the water service provider for the Property. Currently, there is no existing onsite water system infrastructure within the Avondale 50 property. Existing water infrastructure in the Project vicinity includes 36-inch and 16-inch water lines along Van Buren Street, a 12-inch water main in 119th Avenue (alignment) terminating at Corporate Drive, a 12-inch water line in Corporate Drive, and 8-inch looped water lines in the Desert Springs Village development to the south of Avondale 50.

There are three components to the water line design for the Property. The first is the offsite water main extension, which includes the extension of the 12-inch water line in 119$^{th}$ Avenue (alignment) from the intersection of 119$^{th}$ Avenue (alignment) and Corporate Drive north to the terminus of the proposed half street improvement of 119$^{th}$ Avenue (alignment) and also includes the extension of the existing 12-inch water line on Corporate Drive from the western terminus of the existing subdivision to Fairway Drive. Once the offsite water main extensions are constructed, it will complete the 12-inch loop from Van Buren to Fairway Drive and allow the Property to complete an onsite loop system.

Precise locations for connections and networks shall be determined at the required Site Plan phase. All infrastructure related to water services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Site Plan phase.

**Utilities - Sanitary Sewer**

The City is the wastewater service provider for the Property. There is an existing 36-inch gravity sanitary sewer line that runs north to south along the east property line of the Property. The sewer pipe is approximately 18 feet deep on average. As the existing sewer line continues north under the I-10 freeway, it reduces in size to a 24-inch pipe. The existing 36-inch sewer also continues south along 119th Avenue (alignment) to Van Buren Street.

There will be two onsite sanitary sewer distribution lines to serve the five proposed buildings on the Property. The northern sewer line will serve buildings A, B and C and the southern sewer line will serve Buildings C (alternate), D and E. Both lines will connect to the existing 36-inch sewer line by means of new sewer manholes. The proposed onsite sanitary sewer lines shall be private. The entire onsite sewer system will be designed as a gravity system since there is no current condition that would require a lift station.

Precise locations for connections and networks shall be determined at the required Site Plan phase.

**Other Infrastructure**

There appears to be underground electric lines on the west side of 119th Avenue (alignment) and on the south side of Corporate Drive, adjacent to the existing subdivision. There is also a 24-inch irrigation tail water pipe that runs on the west side of 119th Avenue (alignment) from the intersection of Corporate Drive south to Van Buren Street. The existing high voltage transmission power lines that run north and south along the west property line lie within an existing 130 foot wide easement. Any development within the existing easement shall be coordinated and approved by SRP.

**Grading and Drainage**

A Preliminary Master Drainage Report is provided with this PAD submittal. The on-site retention requirements shall be per City of Avondale standards and will meet 100-year 2-hour storm event for both on-site and adjacent off-site flows, and dissipate the runoff through drywells. These retention basins will be expected to store enough volume equivalent to the runoff produced in a 100-year, 2-hour event. Historic flows may safely pass through or be routed around the Property. This is more thoroughly outlined in the reports submitted with this Application.

**Flood Zone Determination**

The Property is classified as a mixture of Zone AE and Zone X as shown on the "National Flood Hazard Layer FIRMette" provided with this Application.

# XI. OWNERSHIP AND MAINTENANCE

The construction of Avondale 50 is anticipated to be completed in one phase as soon as possible after the approval of Property entitlements. The Property developer will construct common areas and facilities, which will include circulation and access roadways, utilities for the purposes of transmission and distribution, signage, common area and perimeter landscaping.

Site common areas will ultimately be operated, owned and maintained by an Association. The construction of facilities by the Property developer and the ownership, operation, and maintenance of common areas by an Association will better insure consistency and conformance with the intended character of the proposed development.

# XII. CONFORMANCE WITH AVONDALE PLANS

The Property is designated with a High Intensity Office land use on the City's General Plan Map. The Property is also within the Avondale Freeway Corridor Specific Plan.

Under separate application, the Applicant is requesting to amend the map to the Business Park land use category that is intended to accommodate a large scale campus development that allows light manufacturing, related industry manufacturers, with some warehousing and support uses. This land use category also envisions attractive streetscapes with landscaped setbacks, appropriate screening from the Interstate 10 Freeway, pedestrian connections, efficient circulation, and refuge areas for active and passive activities that promote a healthy lifestyle for employees.

Within the past year, the City has had numerous public discussions regarding the area that the Property is located in and the various market shifts related to providing the appropriate uses for the vacant land along the Interstate 10 Freeway and north of Van Buren Street.

The Applicant is aware of the City's desire to bring development in this area that is aesthetically unique and moves away from the traditional industrial feel of developments along freeway corridors. This development is in a prime location with adjacent employment uses and the nearby "The BLVD" development area, which will attract those who want to live, work, and play in the City of Avondale. Avondale 50 is poised to become a unique development that will provide employment and economic opportunities for the City and will establish an aesthetic and development standard for other users coming to this area that will improve the City's development appearance along the Interstate 10 Freeway.

Avondale 50 has been designed with these goals in mind and has provided the framework for an attractive development that focuses on providing open space and circulation trails for the employees.

**THE AVONDALE GENERAL PLAN 2030**

The Avondale 50 PAD is consistent with a number of elements within the City's General Plan 2030 as follows.

> ***LAND USE THEME – Land Use Element***
>
> ***GOAL 1:*** *Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.*
>
> > ***Policy D.*** *Enhance the attractiveness of parcels as an option for new development throughout Avondale.*

***GOAL 3:*** *Promote a strong balance of high quality residential, employment, recreation, and educational land uses.*

***Policy A.*** *Develop the I-10 corridor into the City's premier business and employment area by encouraging uses that provide a high ratio of well-paying jobs to square footage.*

***Policy D.*** *Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.*

***GOAL 4:*** *Ensure all land use decisions meet the long-term social and economic goals of the community.*

***GOAL 6:*** *Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.*

The proposed Avondale 50 PAD will provide a high quality project that will encourage revitalization of a large vacant portion of land within the City of Avondale. The development is positioned to provide a catalyst and standard for an area that will become the most desirous employment and commerce corridors in the City. The proposed development will help transform underutilized parcels of land into a new modern high-end manufacturing and office park designed development that is compatible with the land use goals outlined above. The Avondale 50 development will not only be aesthetically pleasing, but will also provide economic stability for this area and bring employment opportunities to allow Avondale citizens to live, work, and play in Avondale.

***ECONOMIC VITALITY THEME - Economic Element***

***Goal 1:*** *Grow and diversify Avondale's economy and employment base through business retention, expansion and development.*

***Policy A****. Identify and recruit targeted growth sectors based upon an understanding of Avondale's current and projected economy with an emphasis on professional and technical employment.*

***Goal 2****: Create employment centers to attract businesses that match the City's economic targets.*

***Goal 3****: Enhance and market Avondale's business climate.*

***Goal 6****: Implement revitalization activities to enhance the City's economy and sense of place.*

***Goal 10****: Reserve adequate lands to accommodate business parks, light industrial uses, and higher education facilities.*

***Policy A.*** *Support efforts to locate and develop additional business park and industrial land along Avondale's business corridor.*

***Policy B.*** *Promote business park employment uses adjacent to high capacity roadway corridors, such as the I-10 Freeway and Van Buren Street.*

The employment and economic benefits that Avondale 50 will provide will play an important role in realizing Avondale's economic goals and policies. Given the variety of uses that are allowed through the Avondale 50 PAD, there will be great opportunities to bring a variety of businesses, market, industries, and employment opportunities to the area. The layout of a business park setting will also attract this variety of economic opportunities that will be available in the development.

***SUSTAINABLE DEVELOPMENT THEME - Energy Element***

***Goal 1:*** *Integrate energy efficient measures and renewable energy sources into all aspects of Avondale planning.*

The proposed structures of the development have the opportunity to utilize sustainable engineering methods that could reduce energy consumption for the facility, while also designing the development with methods and materials that will reduce urban heat reflection and create a modern aesthetic look.

***OPEN SPACE THEME – Open Space Element***

***GOAL 1: Identify, protect, and preserve the natural amenities and environmental attributes that are unique to Avondale and contribute to a healthy lifestyle.***

***OPEN SPACE THEME – Recreational Amenities Element***

***GOAL 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.***

The Avondale 50 PAD provides ample usable and active open space that are designed with circulation trails, connectivity corridors, and common areas that will incorporate natural vegetation consistent with surrounding developments. The common open space areas are linked with pedestrian connection internally and will provide opportunities to externally connect to other developments, supporting a healthy lifestyle and promoting connectivity.

## THE AVONDALE FREEWAY CORRIDOR SPECIFIC PLAN

The Avondale Freeway Corridor Specific Plan ("FCSP") covers the majority of land within a ½ mile each way of the Interstate 10 Freeway located within the Avondale city limits. The major focus of the FCSP is visibility of the freeway with the City and steering uses that enhance that visibility and encouraging employment, commercial, and mixed uses.

The FCSP already designates frontage of the Interstate 10 Freeway for commercial and business-industrial related land uses. Although the current land use designation is High Intensity Office, re-establishing the designation to Business Park will be consistent with the FCSP land use goals for commercial and business industrial type development along the Interstate 10 Freeway.

The following objectives from the FCSP are met, as follows:

> ***Objective #1: Prioritize the City's appearance from the I-10 and the Loop 101 freeways, limiting heavy industrial uses and establishing strict design requirements where necessary.***

It is important for Opus to provide attractive building frontages and elevations on all sides of the Property, including the I-10 Freeway frontage. The proposed development, with its accompanying architectural standards and detailed elevations, establishes the design character in the area for an architecturally sophisticated looking facility that creates an attractive appearance from the I-10 Freeway and the residential uses to the south. The proposed buildings are designed to meet frontage standards that would be similar in sophisticated design and architecture standards as other large developments of similar land uses.

Additionally, these frontage areas provide a buffer between freeway traffic and residential areas to the south. This will reduce traffic visibility and noise for residential lots currently facing the freeway. Furthermore, the proposed facility will generate well-paying jobs and income for an area that is underdeveloped and visually flat and unappealing.

The office park layout of the development will be the major theme element of Avondale 50. While warehousing and manufacturing could occur in the development, it is important to note that the buildings will be designed to showcase its function as a business park layout with service and manufacturing areas that will be well integrated in design and internal to the project development. The corporate office aspect of the proposed facility will be utilized to accentuate a modern design pattern that will in turn operate as the main frontage to the Interstate 10 Freeway and other road frontages. The goal of the development is to provide an attractive facility that focuses on the positive attributes of modern office building designs while shielding manufacturing and distribution of those products from sight.

> ***Objective #3: The Freeway Corridor will be the southwest valley's premier job center.***

> ***GP Growth Area Element, Goal #1****: "Create destination employment centers in targeted areas of the City that will help to improve balance between jobs and population."*

Avondale 50 will create employment opportunities for this area and even promote the opportunity for current and future residential areas to have efficient access to this development for employment. Avondale 50 brings employment to nearby residents, which will be needed to meet the City's goals of providing work opportunities for its own citizens.

> ***Objective #4: Ensure new development in the Plan area is pedestrian/bicyclist friendly and contributes to a walkable community.***

The location of Avondale 50 creates a development that ensure residents have full access to opportunities to walk or bike to destinations for work, recreation, or access to services within the City. The development of the City's regional trail along Van Buren Street is not far from this development and will provide an opportunity for easier pedestrian and bicycle access to the Property from 99th Avenue to the Agua Fria River in a beautiful, spacious, and landscaped environment to access employment uses on the Property.

**AVONDALE STRATEGIC FIVE-YEAR PLAN**

The Avondale Strategic Five Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses and key personnel across the city's organization. The Plan represents a cohesive and intelligent approach to continuing on the path to Avondale's vision to create a community that is both family friendly and economically robust. A city that is Aspiring, Achieving and Accelerating.

Avondale 50 is in a unique location that provides the opportunity to develop a vacant site located along the Interstate 10 Freeway corridor and north of the Van Buren corridor. This development will be compatible with existing development, supports current and future commercial, residential, and mixed uses in "The BLVD" development area, and synergizes with other current and future adjacent employment areas. With the increase of other development opportunities that will come in the future near the Property, the location of this property will provide a prime location for creating employment opportunities for Avondale residents. This adjacency will be a positive addition to ensuring that economic opportunities provided by these employment areas will stay with Avondale's residents. This will complement and support the economic vision of the Strategic Five Year Plan.

# XIII. CONCLUSION AND SUMMARY

The Avondale 50 PAD is in a unique infill location adjacent to major transportation corridors in Avondale. The Applicant is aware of the great economic and development opportunities that exist here and that are recognized by the City of Avondale. As a high quality developer, the Opus Group intends to work in partnership with the City to ensure that its goals and policies are met. The Opus Group desires to create a legacy development that will provide a catalyst for future quality development on this Property and the surrounding area, which has remained planned and undeveloped for many years. The Opus Group is confident that the proposed General Plan Amendment and Avondale 50 PAD will provide the foundation for moving forward with a high quality development at this location.

The PAD creates a development scenario to complement the surrounding existing uses and the anticipation of future complementing use. The design and layout of the Concept Plan demonstrates the unique design and open space elements that will be an important part of creating this unique developments.

As discussed herein, the proposed PAD is consistent with many of the policies of the City of Avondale's General Plan 2030 and the Freeway Corridor Specific Plan and ensures that development will follow Avondale Design Standards and Guidelines and continue the tradition of quality development in the City of Avondale. The Applicant and the Opus Group look forward to continuing to work in partnership with the City to bring a development that the Opus Group and the City will be proud of for years to come.

# EXHIBIT A

**Exhibit A - Regional Aerial Context Exhibit**

The Opus Group – NWC 119th Ave & Corporate Dr

TIFFANY & BOSCO P.A.

# EXHIBIT B

**Exhibit B - Aerial Context Exhibit**

The Opus Group – NWC 119th Ave & Corporate Dr

TIFFANY & BOSCO P.A.

# EXHIBIT C

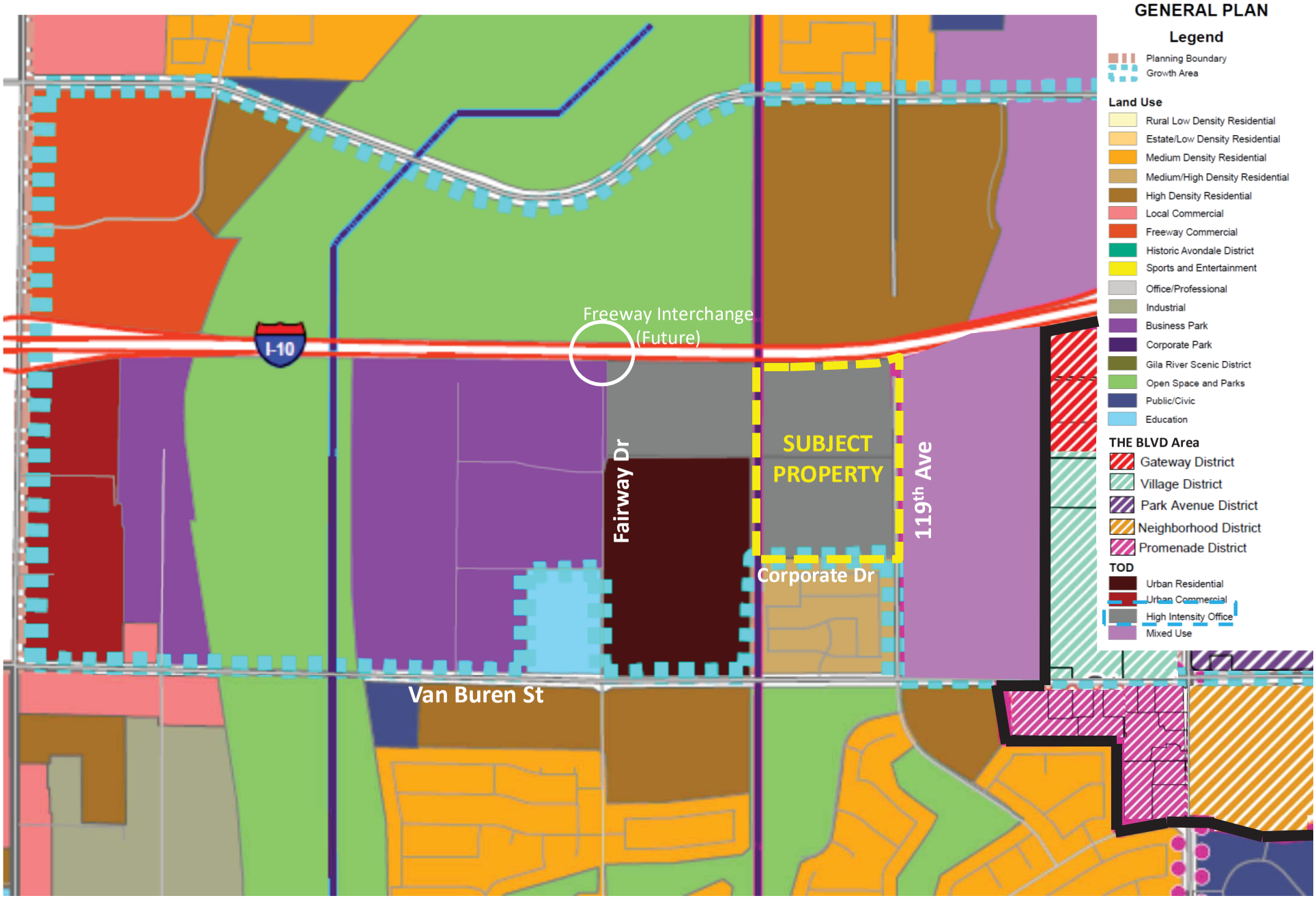



**Exhibit C – Existing Avondale General Plan Map**

The Opus Group – NWC 119th Ave & Corporate Dr (Roosevelt St)

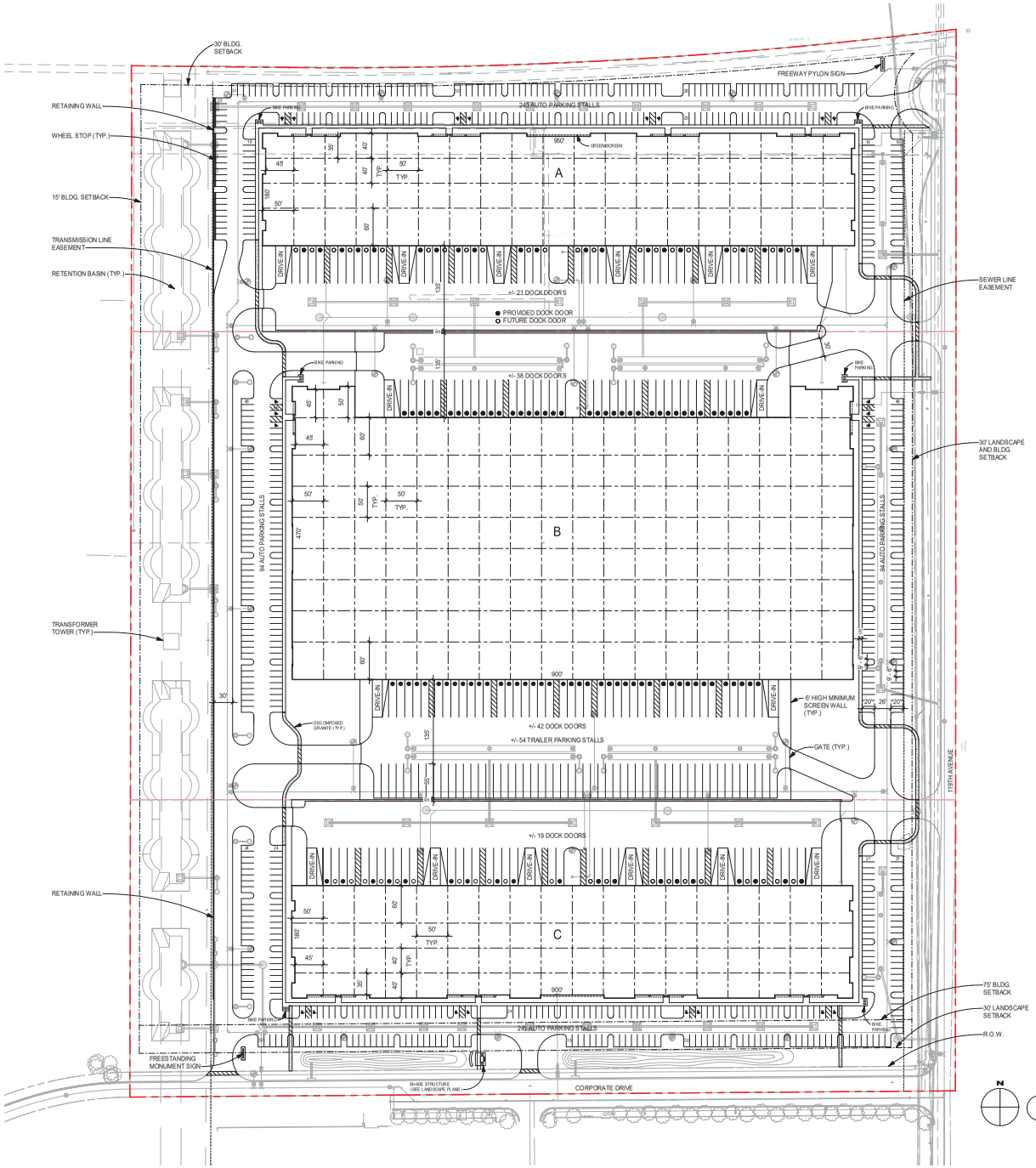
TIFFANY & BOSCO P.A.

# EXHIBIT D

**Exhibit D – Existing Avondale Zoning Map**
The Opus Group – NWC 119th Ave & Corporate Dr

TIFFANY & BOSCO P.A.

# EXHIBIT E



N

2 VICINITY MAP
NOT TO SCALE

CITY OF AVONDALE ZONING ORDINANCE
EMPLOYMENT DISTRICTS
COMMERCE PARK (CP) & GENERAL INDUSTRIAL (A-1)
DEVELOPMENT STANDARDS

| | CP | A1 |
|---|---|---|
| MAXIMUM HEIGHT | 35' | 45' |
| MAXIMUM BUILDING COVERAGE | 50% | - |
| MINIMUM BUILDING SETBACKS | | |
| FRONT YARD | 25' | 30' |
| SIDE YARD | 15' | 10' |
| REAR YARD | 15' | 10' |
| STREET YARD | 25' | 30' |
| ADJACENT TO RESIDENTIAL | 50' | 75' |
| MINIMUM LANDSCAPE SETBACK | | |
| STREET SIDE | 25' | 30' |

PAD
PROPOSED
DEVELOPMENT STANDARDS

| | |
|---|---|
| MAXIMUM HEIGHT | 8 STORIES* |
| MAXIMUM BUILDING COVERAGE | 50% |
| MINIMUM BUILDING SETBACKS | |
| FRONT YARD | 30' |
| SIDE YARD | 15' |
| REAR YARD | 15' |
| STREET YARD | 30' |
| ADJACENT TO RESIDENTIAL | 75' |
| MINIMUM LANDSCAPE SETBACK | |
| STREET SIDE | 30' |

* UP TO 8 STORIES IN BUILDING HEIGHT IS PERMITTED BY THE FREEWAY CORRIDOR SPECIFIC PLAN

PROJECT INFORMATION

| | |
|---|---|
| SITE AREA | 50.6 ACRES |
| TOTAL BUILDING AREA | 718,200 GSF |
| LOT COVERAGE | 33 % |
| 'A' | |
| BUILDING AREA | 169,400 GSF |
| BUILDING HEIGHT | +/- 40 FEET |
| AUTO PARKING | 243 STALLS |
| BICYCLE PARKING | 20 STALLS |
| DOCKS | +/- 21 DOORS |
| FUTURE DOCKS | +/- 22 DOORS |
| DRIVE-IN | 6 DOORS |
| 'B' | |
| BUILDING AREA | 388,500 GSF |
| BUILDING HEIGHT | +/- 48 FEET |
| AUTO PARKING | 188 STALLS |
| BICYCLE PARKING | 20 STALLS |
| DOCKS | +/- 80 DOORS |
| DRIVE-IN | 4 DOORS |
| TRAILER PARKING | +/- 54 STALLS |
| 'C' | |
| BUILDING AREA | 160,300 GSF |
| BUILDING HEIGHT | +/- 40 FEET |
| AUTO PARKING | 245 STALLS |
| BICYCLE PARKING | 20 STALLS |
| DOCKS | +/- 19 DOORS |
| FUTURE DOCKS | +/- 21 DOORS |
| DRIVE-IN | 6 DOORS |

PARKING INFORMATION*

| | | |
|---|---|---|
| 'A' | | |
| BUILDING AREA | 169,400 GSF | |
| ZONING CALCULATION (90%) | 152,460 GSF | |
| OFFICE (10%) | 16,940 GSF | 68 STALLS |
| MANUFACTURING (40%) | 67,760 GSF | 90 STALLS |
| WAREHOUSE (40%) | 67,760 GSF | 32 STALLS |
| TOTAL PARKING REQUIRED | | 190 STALLS |
| TOTAL PARKING PROVIDED | | 243 STALLS |
| 'B' | | |
| BUILDING AREA | 388,500 GSF | |
| ZONING CALCULATION (90%) | 349,650 GSF | |
| OFFICE (5%) | 19,425 GSF | 78 STALLS |
| WAREHOUSE (85%) | 330,225 GSF | 84 STALLS |
| TOTAL PARKING REQUIRED | | 162 STALLS |
| TOTAL PARKING PROVIDED | | 188 STALLS |
| 'C' | | |
| BUILDING AREA | 160,300 GSF | |
| ZONING CALCULATION (90%) | 144,270 GSF | |
| OFFICE (10%) | 16,030 GSF | 64 STALLS |
| MANUFACTURING (80%) | 128,240 GSF | 171 STALLS |
| TOTAL PARKING REQUIRED | | 235 STALLS |
| TOTAL PARKING PROVIDED | | 245 STALLS |

*HYPOTHETICAL TENANT MIX CALCULATION. FINAL TO BE DETERMINED WHEN ACTUAL TENANTS KNOWN.

ZONING: MINIMUM PARKING REQUIREMENTS

OFFICE: 1 STALL / 250 SF
MANUFACTURING: 1 STALL / 750 SF
WAREHOUSE: 1 STALL / 500 SF FOR THE FIRST 10,000 SF, PLUS 1 STALL / 5,000 SF FOR THE REMAINING FLOOR AREA
REQUIRED PARKING CALCULATED AT 90% OF THE GROSS FLOOR AREA

N

1 SITE PLAN
1" = 80'-0"

0' 40' 80' 160'

PLOT DATE: 10/30/2019 10:59:27 AM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

CONSULTANT

PROJECT
**Avondale 50**

PROJECT ADDRESS
Avondale, AZ

PROJECT NUMBER
31655000

**ISSUE RECORD**
07/11/19 CITY SUBMITTAL
10/07/19 CITY SUBMITTAL
10/30/19 CITY SUBMITTAL

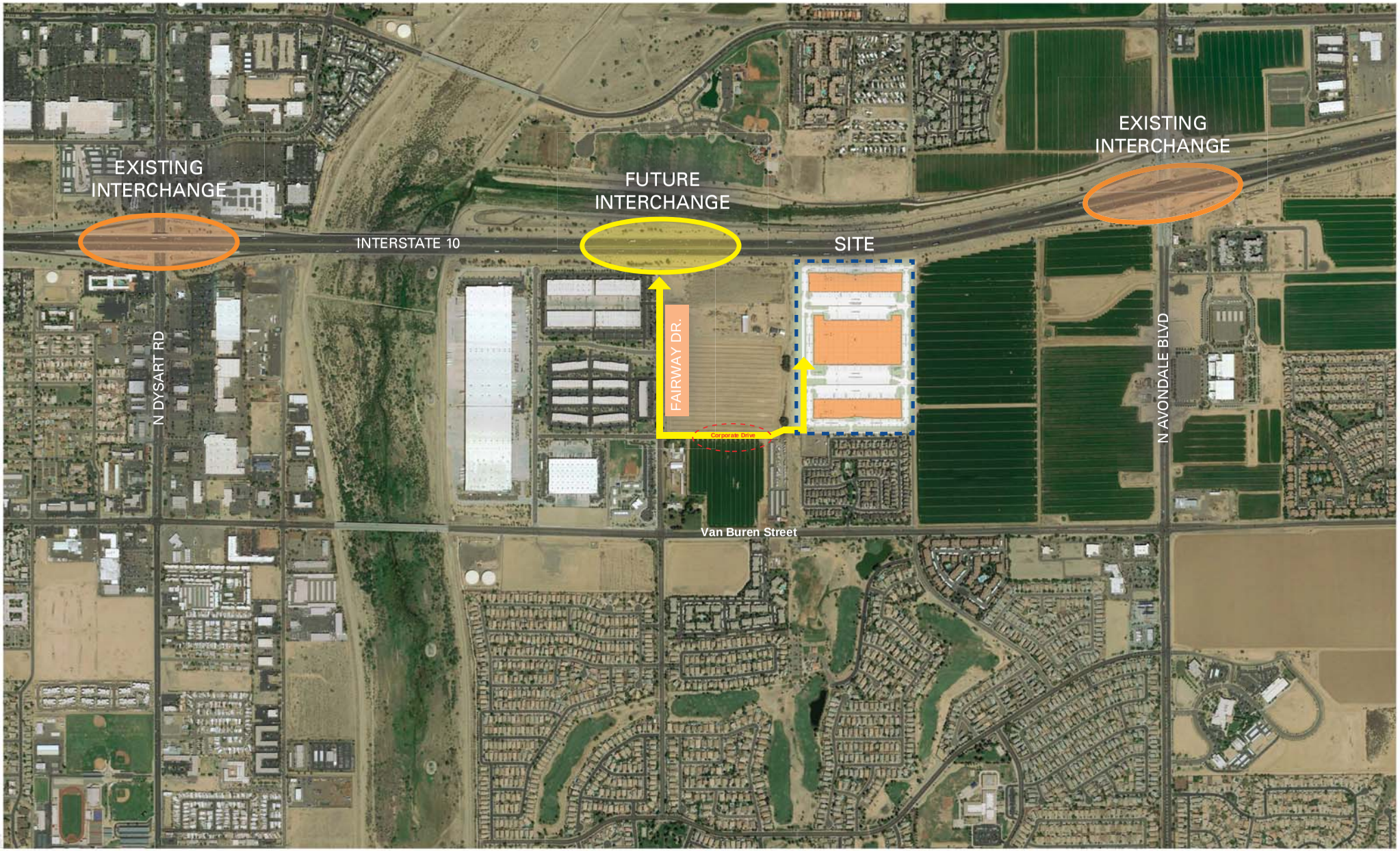
DATE
10/30/2019
PROJECT MANAGER
NM
DRAWN BY
JW/SK
CHECKED BY
DN

REGISTRATION

SHEET TITLE
CONCEPT SITE PLAN

SHEET NUMBER
A1

# EXHIBIT F




OPUS
THE OPUS GROUP

Avondale 50
Avondale, AZ

Corporate Drive R.O.W Currently Being Secured

Site Plan
10-08-2019

# EXHIBIT G

## CONCEPTUAL SITE/ LANDSCAPE PLAN

## THEME IMAGES:

October 2, 2019

Avondale 50
Avondale, Arizona

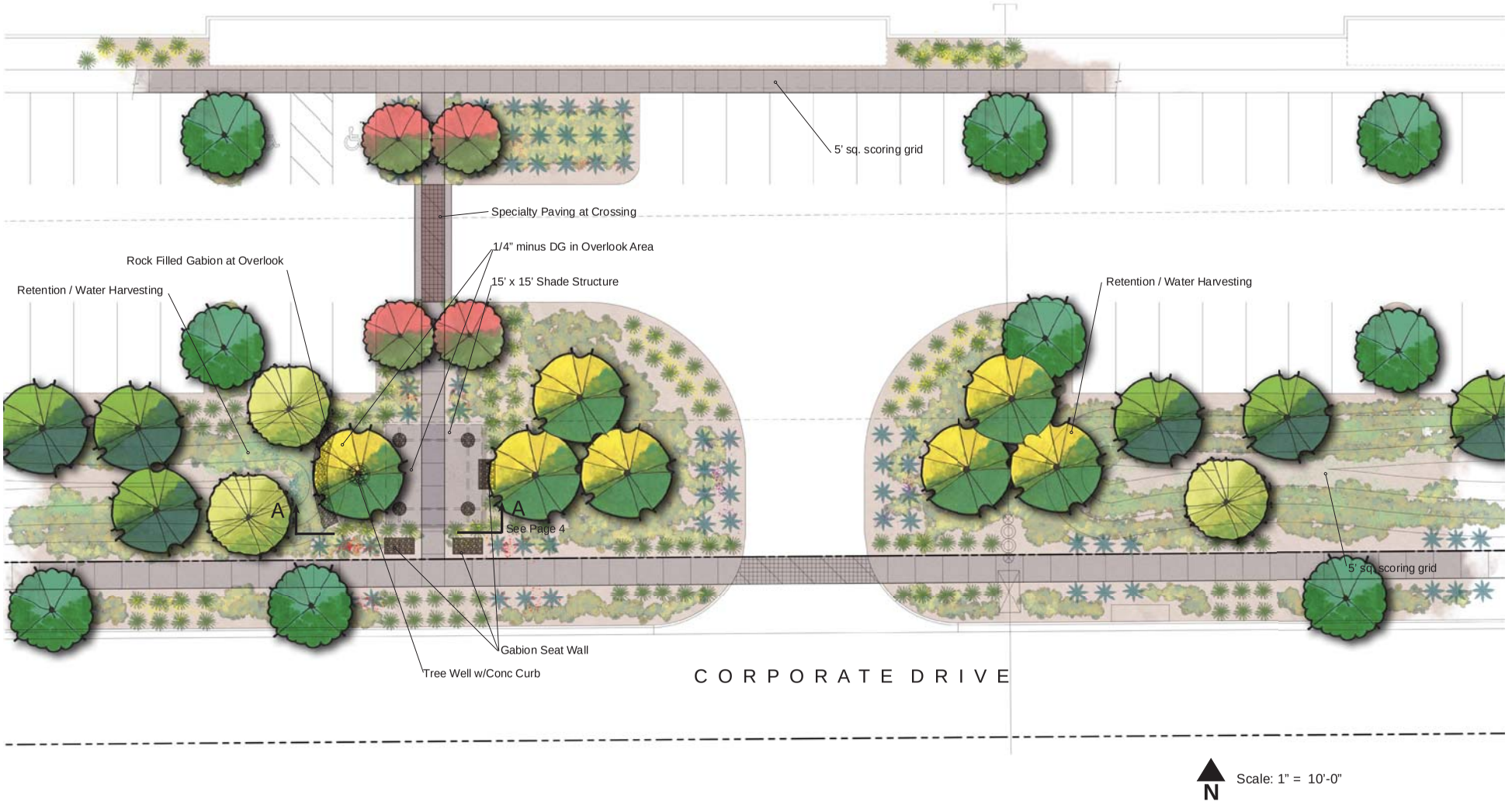
OPUS THE OPUS GROUP



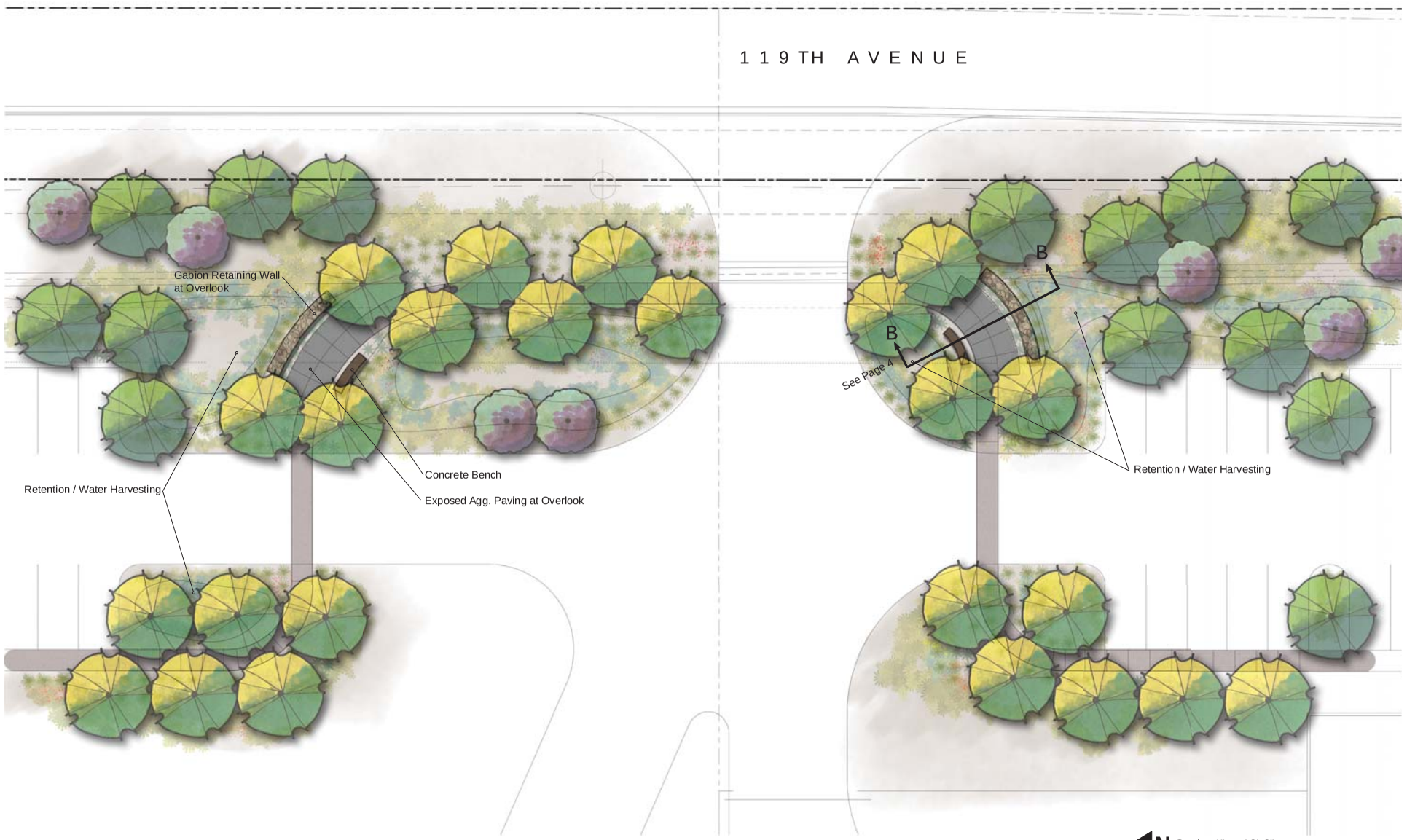
studio DPA
Planning and Landscape Architecture

# EXHIBIT H

**SOUTH ENTRY PLAN**

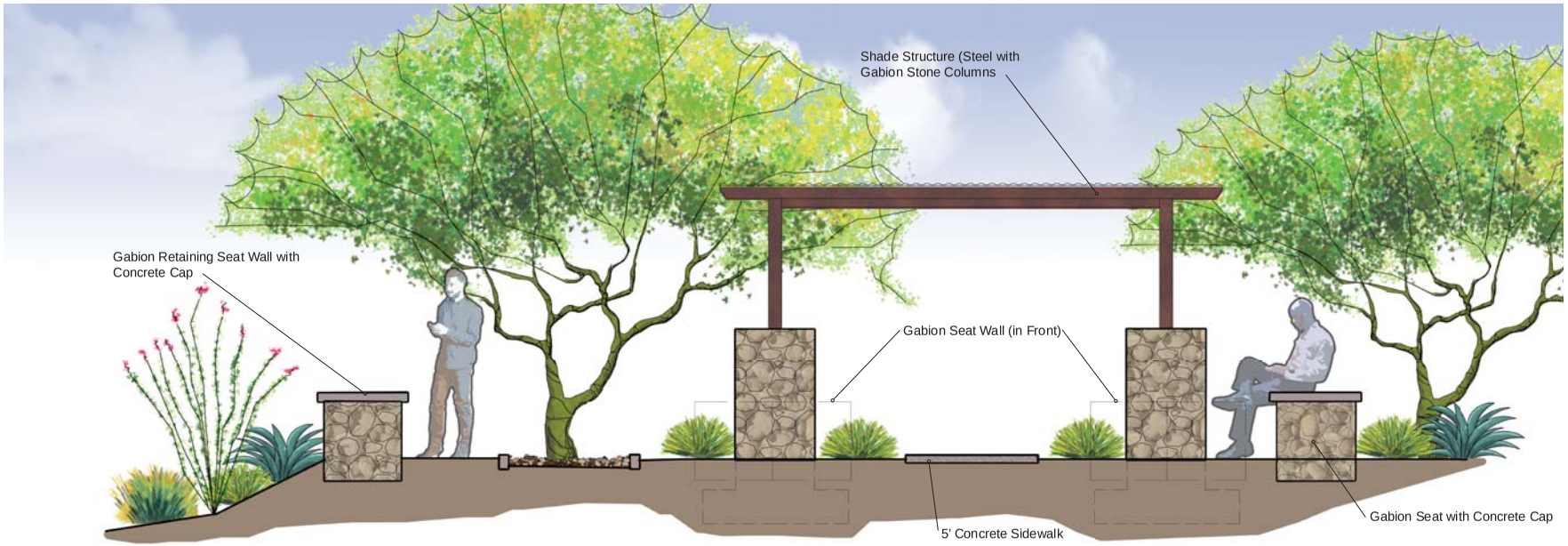


## EAST ENTRY PLAN and OVERLOOKS




October 2, 2019

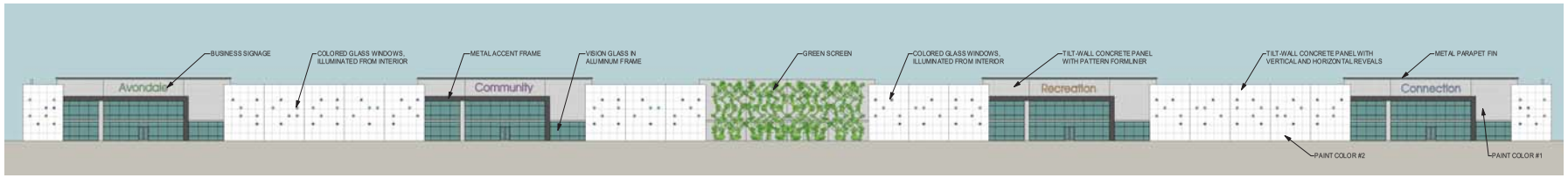
## ENTRY AND REST AREA/OVERLOOK ELEVATIONS



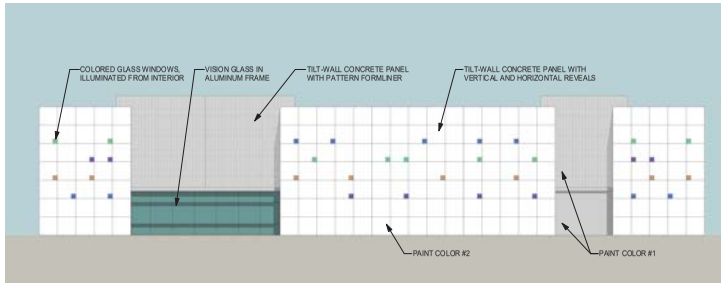

Section 'A' Scale: 1/2" = 1'-0"

Section 'B' Scale: 1/2" = 1'-0"

# EXHIBIT I

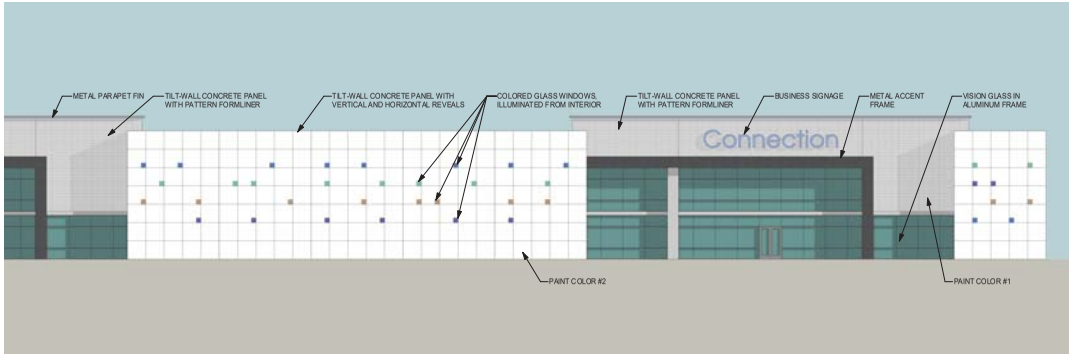



1 FRONT ELEVATION (TYP.)
1/32" = 1'-0"




2 SIDE ELEVATION (TYP.)
1/16" = 1'-0"

4 CORNER PERSPECTIVE




3 PARTIAL FRONT ELEVATION (TYP.)
1/16" = 1'-0"

NOTE:
CONCEPT ELEVATIONS AND PERSPECTIVES REPRESENTATIVE OF BUILDINGS 'A' AND 'C'.
CONCEPT FOR BUILDING 'B' TO HAVE SIMILAR ARCHITECTURAL CHARACTER.

PLOT DATE: 10/30/2019 12:15:38 PM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

CONSULTANT

PROJECT
**Avondale 50**

PROJECT ADDRESS
Avondale, AZ

PROJECT NUMBER
31655000

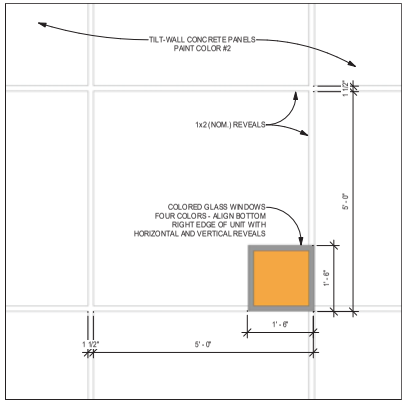
**ISSUE RECORD**
07/11/19 CITY SUBMITTAL
10/07/19 CITY SUBMITTAL
10/30/19 CITY SUBMITTAL

DATE
10/30/19
PROJECT MANAGER
NM
DRAWN BY
TG
CHECKED BY
DN

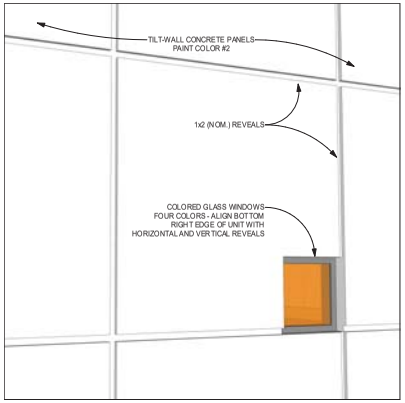
REGISTRATION

SHEET TITLE
CONCEPT ELEVATIONS & PERSPECTIVE

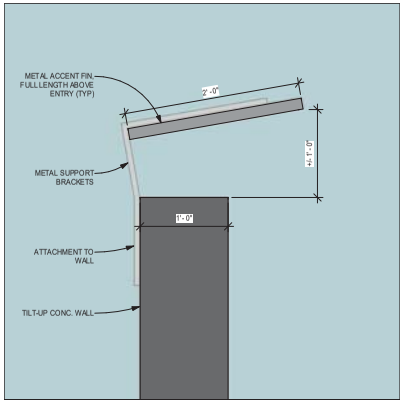
SHEET NUMBER
A3



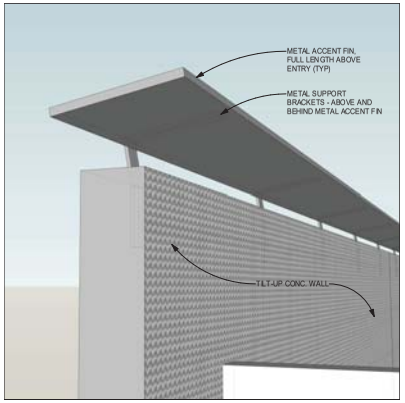

1 Portal Elevation
3/4" = 1'-0"




2 Portal Perspective

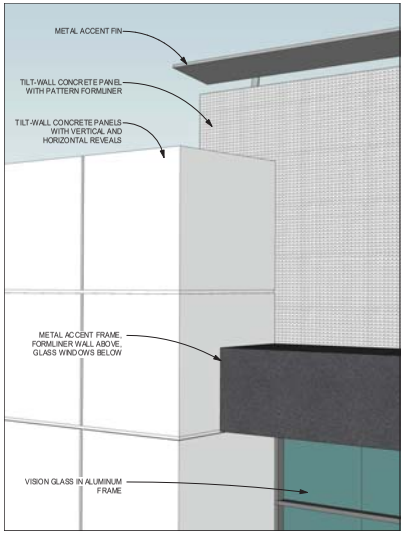



3 Accent Fin Elevation
1 1/2" = 1'-0"




4 Accent Fin Perspective

5 Formliner Elevation




6 Formliner Perspective

7 DUSK CONCEPT RENDERING

PAINT COLOR #1
SW 7065 - ARGOS

PAINT COLOR #2
SW 7004 - SNOWBOUND

PATTERN FORMLINER
PAINTED COLOR #1

GREEN SCREEN
PRECEDENT IMAGE

COLORED GLASS
PRECEDENT IMAGES

PLOT DATE: 10/30/2019 10:47:18 AM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

CONSULTANT

PROJECT
**Avondale 50**

PROJECT ADDRESS
Avondale, AZ

PROJECT NUMBER
31655000

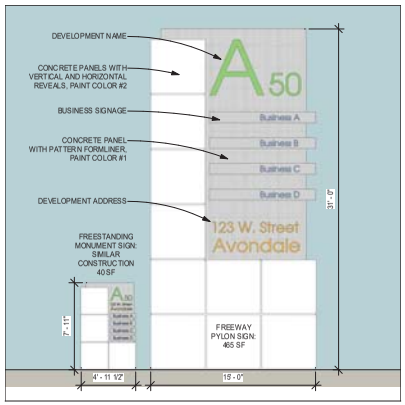
**ISSUE RECORD**
10/30/19 CITY SUBMITTAL

DATE
10/30/19
PROJECT MANAGER
NM
DRAWN BY
TG
CHECKED BY
DN

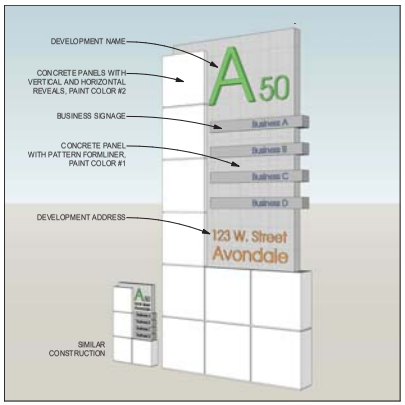
REGISTRATION

SHEET TITLE
ARCHITECTURAL
DETAILS

SHEET NUMBER
A3.7

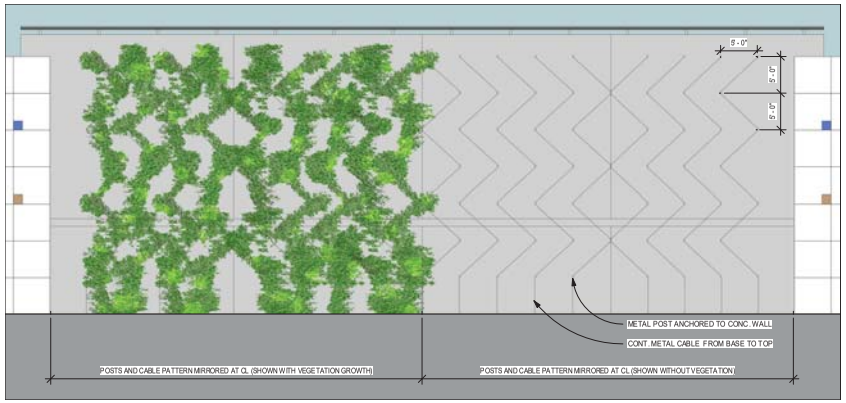



1 Signage Elevations
3/16" = 1'-0"




2 Signage Perspective
3/16" = 1'-0"

3 Wall Sign Elevation
1/8" = 1'-0"




4 Green Screen Elevation
1/8" = 1'-0"

PLOT DATE: 10/30/2019 10:51:56 AM

OPUS
THE OPUS GROUP

Opus AE Group, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

Opus Design Build, L.L.C.
10350 Bren Road West
Minnetonka, MN 55343-0110
952-656-4444

CONSULTANT

PROJECT
**Avondale 50**

PROJECT ADDRESS
Avondale, AZ

PROJECT NUMBER
31655000

**ISSUE RECORD**
10/30/19 CITY SUBMITTAL

DATE
10/30/19
PROJECT MANAGER
NM
DRAWN BY
TG
CHECKED BY
DN

REGISTRATION

SHEET TITLE
SIGNAGE & GREEN SCREEN

SHEET NUMBER
A3.8

# EXHIBIT J

Connection

# Exhibit F

## Neighborhood Meeting Summary

October 10, 2019, 6:00 P.M.

Avondale City Hall, Mojave Conference Room

TIFFANY & BOSCO P.A.

October 15, 2019

Ken Galica, Division Lead Planner
City of Avondale
Development and Engineering Services
11465 W Civic Center Dr
Avondale, AZ 85323

**RE: PL-19-0159 & PL-19-0160-Opus Development GPA & PAD Applications; October 10, 2019 Neighborhood Meeting Summary**

Dear Mr. Galica:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the Minor General Plan Amendment and Rezoning applications referenced above. The meeting was held on October 10, 2019, 6:00 p.m. at the Avondale City Hall, 11465 W. Civic Center Drive, Mojave Conf. Rm., Avondale, AZ 85323.

The neighborhood meeting was hosted by Tiffany & Bosco, P.A. and Opus Development Company, LLC to review the proposed applications and answer any questions regarding the project. Additionally, several boards were provided displaying the site plan, elevations, and aerial maps to show the project and orientation within the community.

The development team stayed in the conference room until 7:00 p.m. and no members of the community attended. I would be happy to answer any further questions that you may have regarding this proposal or meeting. You may reach me at 602-452-2712 or sta@tblaw.com.

Sincerely,

[redacted]

Shaine T. Alleman

**ORDINANCE NO. 1713-1219**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 50 ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF CORPORATE DRIVE AND 119TH AVENUE, AS SHOWN IN APPLICATION PL-19-0160, REZONING SUCH PROPERTY FROM "AGRICULTURAL" TO "PLANNED AREA DEVELOPMENT."

**WHEREAS**, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas"), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for a ± 50 acre parcel of real property from Agriculture to Planned Area Development (the "Zoning Atlas Amendment"); and

**WHEREAS**, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the "Commission") and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, on November 21, 2019, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

**WHEREAS**, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on December 9, 2019; and

**WHEREAS**, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The ± 50 acre parcel of real property generally located at the northwest corner of Corporate Drive and 119th Avenue, as shown in Application PL-19-0160, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby rezoned from Agricultural to Planned Area Development, subject to the City

of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to the Avondale 50 PAD Narrative date stamped October 30, 2019, except as modified by these conditions.

2. The developer shall submit an application for approval of a Comprehensive Sign Package for all building mounted and freestanding monument signage, including freeway signage, prior to issuance of any sign permits for the planned development.

3. The developer shall dedicate 40 feet of right-of-way and construct the north half-street of Corporate Drive to the City's Minor Collector standard (Detail A1102).

4. The developer shall acquire right-of-way from adjacent property owners as necessary to construct the north half-street of Corporate Drive from the subject property's western boundary to Fairway Drive. Corporate Drive shall be constructed to the City's Minor Collector standard (Detail A1102); half-street pavement width must be adequate to accommodate two-way vehicular traffic.

5. The developer shall dedicate right-of-way and construct the west half-street of 119th Avenue to the City's Minor Collector standard (Detail A1102). Half-street right-of-way shall be measured off the old section line. Half-street pavement width must be adequate to accommodate two-way vehicular traffic. The developer shall extend a 12" ductile iron pipe (DIP) water line to the terminus of the cul-du-sac.

6. The planned development is subject to the requirements of Zoning Ordinance Section 11, Required Public Art for New Planned Area Developments (PAD), Commercial, Office, Employment, and Municipal Construction.

7. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

8. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

9. A private utility easement for a future fire line shall be dedicated by the developer through the power line corridor to serve the parcel located to the west (APN 500-01-009B).

10. All required off-site improvements, including the tiling of the SRP ditch along 119th Avenue, shall be completed in the first phase of development prior to

issuance of a Certificate of Occupancy or Certificate of Completion for any building.

11. Power lines less than 69 kV and/or irrigation canals on or adjacent to the property shall be converted underground in the first phase of development.

12. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.

13. The developer shall work with the City Engineer and City Traffic Engineer to take steps to ensure that primary truck traffic to and from the property utilizes Corporate Drive and not 119th Avenue.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 9, 2019.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1713-1219

[Legal Description and Map]

See following pages.

**LEGAL DESCRIPTION**
**AVONDALE 50**
**JOB #2019-091**

October 9, 2019

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE CENTER OF SAID SECTION 1, FROM WHICH THE SOUTH QUARTER CORNER THEREOF BEARS SOUTH 0 DEGREES 2 MINUTES 19 SECONDS WEST, A DISTANCE OF 2646.62 FEET;

THENCE SOUTH 0 DEGREES 2 MINUTES 19 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, A DISTANCE OF 1541.58 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 89 DEGREES 34 MINUTES 9 SECONDS WEST, A DISTANCE OF 1325.52 FEET;

THENCE NORTH 0 DEGREES 6 MINUTES 36 SECONDS EAST, A DISTANCE OF 1554.24 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1;

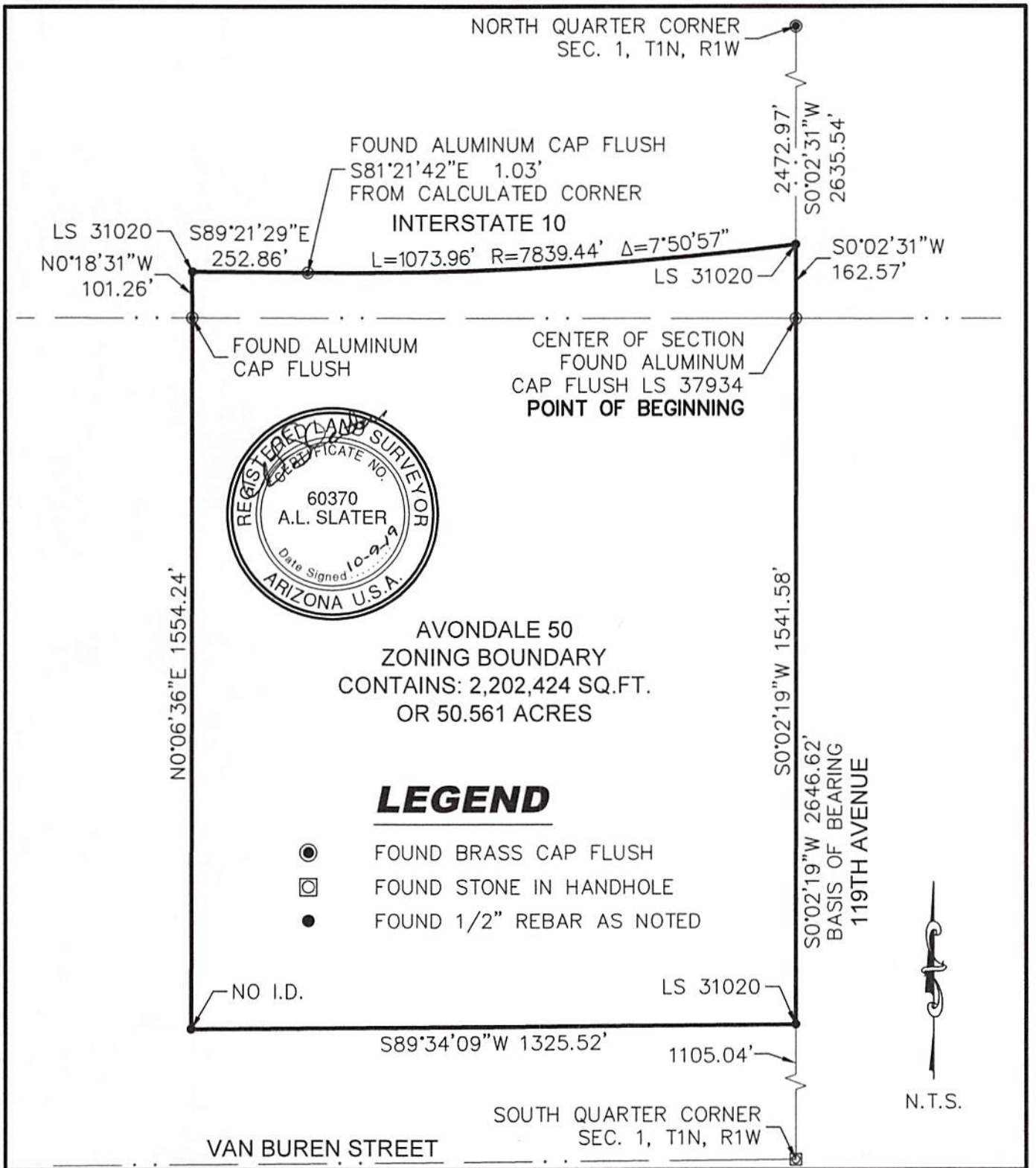
THENCE NORTH 0 DEGREES 18 MINUTES 31 SECONDS WEST, A DISTANCE OF 101.26 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE FOR I-10, AS SHOWN ON THE RIGHT-OF-WAY PLAN PREPARED BY THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAY DIVISION, PROJECT NO. I-10-2 (39);

THENCE SOUTH 89 DEGREES 21 MINUTES 29 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 252.86 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 7839.44 FEET;

THENCE CONTINUING ALONG SAID SOUTH LINE AND EASTERLY 1073.96 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 7 DEGREES 50 MINUTES 57 SECONDS TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1;

THENCE DEPARTING SAID SOUTH LINE, SOUTH 0 DEGREES 02 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 162.57 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL CONTAINS 2,202,424 SQUARE FEET OR 50.561 ACRES, MORE OR LESS.





**SIG**

**SURVEY INNOVATION GROUP, INC**

Ph (480) 922 0780 *Land Surveying Services* Fx (480) 922 0781

22425 N. 16th ST., SUITE 1, PHOENIX, ARIZONA 85024


# AVONDALE 50 ZONING BOUNDARY AVONDALE, ARIZONA

| | | | |
|---|---|---|---|
| JOB #19-091 | DWG: EXHIBIT | | DATE 10/9/19 |
| SCALE: N.T.S. | DRAWN: TS | CHK: JAS | SHEET 1 OF 1 |

Item Number: 4.c.

# CITY COUNCIL REPORT

**SUBJECT:** Public Hearing and Ordinance 1712-1219 – Major Planned Area Development (PAD) Amendment for Roosevelt Park II– Application PL-19-0245

**MEETING DATE:** 12/9/2019

---

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will hold a public hearing and consider a request by Ms. Jordan Rose, Rose Law Group PC, to adopt Ordinance 1712-1219 approving a Major Amendment to the 144.9-acre Roosevelt Park II Planned Area Development (PAD) located at the northwest corner of Van Buren Street and 107th Avenue. The proposed Major PAD Amendment reorders the project's phasing, including modifications to the phasing of required off-site infrastructure improvements. The Council will take appropriate action.

**BACKGROUND:**

The 144.91 gross acre subject property (Exhibits A and B) is located at the northwest corner of 107th Avenue and Van Buren Street.

The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) by City Council action in July 2001. The approved 2001 Roosevelt Park PAD included two phases of development: Roosevelt Park I, south of Van Buren Street, was planned for a conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Development of Roosevelt Park I is complete with a total of 481 single-family homes on 147 acres.

The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street (Roosevelt Park II), replaced single-family homes with town houses, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from 9 dwelling units per acre (du/ac) to 6.21 du/ac. All other development standards and conditions of approval from the original approval were left in place.

The PAD was again amended by City Council in April 2018. The 2018 amendment, which again impacted only Roosevelt Park II, eliminated the townhomes, apartments, and condominium uses approved in 2005, instead allowing for development of 607 single-family residences in four phases. The 2018 Amendment also specifies that the community will be gated, and that all streets internal to the community will be private. In addition to the planned residential development, the PAD reserves approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street for commercial development. Phase 1 of the development is currently under construction.

Except for the 10.9-acre commercial corner, which is designated Local Commercial by the General Plan 2030

Land Use Map, the Roosevelt Park II site is designated Medium High Density Residential (MHDR). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). The approved Roosevelt Park II PAD zoning is in conformance with the MHDR designation.

The existing uses and zoning of surrounding properties include:

**North:** Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses.

**East of 107th Avenue:** Multiple parcels zoned Griffith Commerce Park Planned Area Development (PAD), allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI) and a used car dealership. Avondale 107, a new commerce park, will soon be under construction north of UTI. The remaining parcels are undeveloped.

**South of Van Buren Street:** Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD).

**West of 111th Avenue:** Two separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family apartment community, is located at the northwest corner of 111th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD).

**SUMMARY OF REQUEST:**
The applicant is requesting approval of a Major Amendment to the Roosevelt Park II Planned Area Development. The primary purpose of the proposed Amendment (Exhibit E) is to revise the phasing schedule of both on-site home development and related off-site infrastructure construction.
The 2018 PAD Amendment established a Phasing Plan for development of the community, dividing the residential portion of the Roosevelt Park II site into four segments, as follows:

- **Phase 1**, approximately 39.96 acres comprising the southeast quadrant of the property, located at the northeast corner of Van Buren Street and Roosevelt Parkway. Off-site improvements required in Phase 1 include completion of Van Buren Street adjacent to the full width of the Roosevelt Park II property, including construction of the Van Buren Street multi-use trail, and contribution towards a new traffic signal at the intersection of Roosevelt Parkway and Van Buren Street.

- **Phase 2**, approximately 31.46 acres comprising the northeast quadrant of the property, located at the southwest corner of 107th Avenue and Van Buren Street. Off-site improvements required in Phase 2 include completion of 107th Avenue from Pierce to Roosevelt Street, completion of the south half of Roosevelt Street the full width of the property, and contribution towards a future traffic signal at Roosevelt Street and 107th Avenue.

- **Phase 3**, approximately 29.60 acres comprising the northwest quadrant of the property, located at south of the southeast corner of Roosevelt Street and 111th Avenue. Off-site improvements required in Phase 3 include completion of half-street improvements to 111th Avenue the full length of the property.

- **Phase 4**, approximately 25.14 acres comprising the southeast quadrant of the property, located at the northeast corner of Van Buren Street and 111th Avenue. Off-site improvements required in Phase 4 include contribution towards future traffic signals at the intersections of Van Buren Street and 111th

Avenue, and 107th Avenue and Pierce Street.

With this Amendment, the developer is seeking to reorder the project phasing, as follows:

- Phase 1, currently under construction, remains unchanged. All off-site improvements required with the 2018 approval are unaffected by the proposed Amendment.

- The southwest quadrant of the property, currently approved as Phase 4, becomes new Phase 2. With this phase, the City is recommending conditions of approval requiring the developer to complete 107th Avenue improvements, excluding landscaping within the right-of-way, from Pierce Street to Roosevelt Street, and 111th Avenue improvements the full length of the Roosevelt Park II property. A developer contribution towards future traffic signals at 111th Avenue and Van Buren Street Pierce Street and 107th Avenue is also recommended with the new Phase 2.

- The northwest quadrant of the property, currently approved as Phase 3, remains Phase 3 in the proposed Amendment. With this phase, the City is recommending a condition of approval requiring the developer to construct half-street improvements to Roosevelt Street the full width of the Roosevelt Park II property. A developer contribution towards a future traffic signal at Roosevelt Street and 107th Avenue is also recommended with Phase 3.

- The northeast quadrant of the property, currently approved as Phase 2, becomes new Phase 4. All off-site improvements will have been completed prior to the final phase.

In addition, there is an amendment to language in the PAD Narrative pertaining to PAD Amendment criteria. The Zoning Ordinance sets forth the requirements for amending a PAD, whether a major or minor amendment. The current PAD includes language that is not in conformance with the Zoning Ordinance; therefore, Staff is recommending a condition that will remove language pertaining to PAD Amendments from the PAD Narrative.

Except as noted above, no additional revisions to the approved Roosevelt Park II PAD are proposed. Additionally, all recommended Conditions of Approval, except for those pertaining to off-site improvements and the PAD Amendment process, are essentially unchanged from the 2018 approval.

**PUBLIC PARTICIPATION:**
A neighborhood meeting to discuss the proposed PAD Amendment with neighboring property owners and other interested parties was held at 6:00 P.M. on Tuesday, November 19th in the Sonoran Coference Room at Avondale City Hall. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Arizona Republic, were completed in at least fifteen days prior to the meeting as required. Besides the applicant and City Staff, there were no attendees to the Neighborhood Meeting.

No comments related to the proposal have been posted on the City's aVOICE digital forum; five persons have viewed information about the request. The City has also not received any telephone or written comments on the request to date.

All required notifications for this meeting have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the City Council meeting via postcards sent on October 30, 2019. The meeting was advertised in the Wednesday, November 6, 2019 edition of the Arizona Republic. Lastly, two public hearing notice signs identifying meeting dates, times, and locations was installed on the property, one adjacent to Van Buren Street and one adjacent to 107th Avenue, on November 1, 2019.

**PLANNING COMMISSION ACTION:**
Planning Commission conducted a public hearing on the request and voted 5-0 to recommend approval of the Major PAD Amendment subject to fifteen (15) Staff-recommended conditions. Commission had no comments or questions on the proposal.

**ANALYSIS:**
The scope of the applicant's Major PAD Amendment request is limited to proposed revisions to the PAD's phasing plan and schedule. No modifications to the project's design, development standards, density, open space, or other component of development are proposed. With Staff recommended conditions of approval specifying off-site improvement sequencing, the proposed Amendment will not have any detrimental impacts on the area.

As also discussed prior, Staff recommends a condition removing existing PAD Narrative language pertaining to PAD Amendment criteria as this is not in conformance with the Zoning Ordinance. This condition is recommended to ensure that all future amendments to the Roosevelt Park PAD will be guided by Zoning Ordinance Section 603.E, Establishment of a PAD District; Amendment, as is standard.

**DISCUSSION:**
The proposed PAD Amendment meets the following findings:

1. The proposed Amendment does not impact the project's conformance with the property's Medium High Density Residential General Plan Land Use Map designation.

2. The scope of the proposed Amendment is limiting to the phasing of on-site and off-site construction. The approved design and development standards for the Roosevelt Park II community are not impacted.

3. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies. With approval of the recommended conditions, adequate public infrastructure to support the proposed development will be constructed by the developer in a timely manner.

**STRATEGIC PLAN:**
INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
*As noted previously, Planning Commission recommended approval of the request subject to fifteen (15) conditions. Subsequent to the Planning Commission hearing, at the advice of the City Attorney's Office, one recommended condition of approval was eliminated and the information within that condition was relocated to Section 3 of the rezoning Ordinance. This relocated condition specifies that the conditions of approval adopted as part of this PAD Amendment replace the conditions of approval of the 2018 PAD Amendment approved with Ordinance 1655-618.*

City Council will conduct a public hearing and **ADOPT** Ordinance 1712-1219 approving Application PL-19-0245 Roosevelt Park II, a request for a Major Amendment to the Roosevelt Park II Planned Area Development

(PAD), subject to the following fourteen (14) conditions of approval:

1. The development shall conform to the Roosevelt Park Planned Area Development (PAD) and Narrative dated stamped June 18, 2018 (the "2018 PAD) and approved by Ordinance 1655-218, except as explicitly modified in the Roosevelt Park Major PAD Amendment Narrative dated stamped October 28, 2019 (the "2019 Amendment") and as modified by these conditions.

2. The language contained in Section 2 of the 2018 PAD, "Amendments to the PAD," is hereby deleted. All future amendments to the Roosevelt Park PAD shall be determined in accordance with Section 603.E (Establishment of a PAD District; Amendment) of the City of Avondale Zoning Ordinance.

3. All Van Buren Street improvements shall be constructed with Phase 1 of the project, as depicted in Exhibit E of the 2019 Amendment, extending from 111th Avenue to the east residential property line, subject to the following:

   a. In the event the Van Buren Street improvements cannot be completed at the 111th Avenue intersection due to conflicts with existing irrigation facilities, along 111th Avenue, such improvements shall be completed to the western-most point possible, and the remaining improvements shall be completed as soon as possible after the irrigation conflict is resolved, but in no event later than the date of issuance for the 100th Certificate of Occupancy within Phase 2 of the project.

   b. The Van Buren Street improvements adjacent to the commercial parcel from the eastern edge of the residential parcel to 107th Avenue shall be permitted to be completed in two phases: (i) the westbound travel lane, curb, gutter, eight-foot-wide temporary (asphalt paved) sidewalk, and landscaping consistent with the residential parcel shall be completed in Phase 1; and (ii) all permanent improvements between the curb and the edge or right-of-way, including the permanent Van Buren multi-use path, shall be completed in conjunction with development of the commercial parcel. The developer shall maintain the temporary asphalt sidewalk along Van Buren Street from the east residential property line to 107th Avenue until the permanent Van Buren multi-use path is constructed by the owner of the commercial parcel in conjunction with development of that parcel.

4. Pavement, curb, gutter, and sidewalk improvements along 107th Avenue from Pierce Street to the southern edge of Roosevelt Street right-of-way shall be constructed by the developer with Phase 2 of the project. Landscaping within this right-of-way shall be constructed by the developer with Phase 4 of the project. 107th Avenue improvements from Pierce Street to Van Buren Street shall be completed by the developer of the commercial parcel when that site is developed.

5. The City shall maintain the water and sewer lines in private streets; developer shall dedicate to the City of Avondale all easements necessary for such maintenance.

6. Prior to approval of the first Certificate of Occupancy for each phase of development, the developer will be required to pay its proportionate share of future traffic signals located at:

   a. Roosevelt Street and 107th Avenue (Phase 3)
   b. Roosevelt Parkway and Van Buren Street (Phase 1)
   c. 111th Avenue and Van Buren Street (Phase 2)
   d. 107th Avenue and Pierce Street (Phase 2)
   e. A revised Traffic Impact Analysis verifying which listed intersections satisfy warrant criteria shall be submitted prior to issuance of engineering permits for Phase 4, subject to approval by the City Traffic Engineer. Those locations that are not projected to satisfy warrant criteria within ten (10) years of approval of the Phase 4 TIA shall have funds reimbursed to the developer.

7. The developer shall construct a left-turn deceleration lane along Van Buren Street at Roosevelt Parkway. Left-turn deceleration lanes shall be striped along 107th Avenue at Pierce Street (in Phase 1) and at Roosevelt Street (in Phase 4). Each deceleration lane shall be striped at a minimum 160 feet in length, not including the taper. The existing eastbound left-turn lane along Van Buren Street at 107th Avenue shall be restriped to 200 feet, not including the taper.

8. The PAD shows an access to 111th Avenue as an exit only per the declaration of the developer. As long as the ingress restriction is enforced, the developer shall not be required to construct a left-turn or right-turn deceleration lane along Van Buren Street at 111th Avenue.

9. The developer shall construct half-street improvements along 111th Avenue from Van Buren Street to the project's north property line, including tiling (e.g. undergrounding) the open SRP channel, in Phase 2.

10. The developer shall construct half-street improvements to Roosevelt Street, including tiling (e.g. undergrounding) the open SRP channel, in Phase 3 (or in Phase 4 if development of that Phase precedes Phase 3).

11. Power lines less than 69 kV shall be converted underground with the adjacent phase of development.

12. The developer shall provide for direct pedestrian connections between the commercial parcels and adjacent residential parcels.

13. A vehicular connection into the commercial parcel from Pierce Street shall be provided.

14. Notwithstanding the provisions of the 2019 Amendment no gas station uses shall be permitted on any property within the project, including the commercial parcels.

**PROPOSED MOTION:**

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-19-0245 Roosevelt Park, a request for a Major Amendment to the Roosevelt Park II Planned Area Development (PAD), subject to fourteen (14) recommended conditions of approval as listed in the staff report.

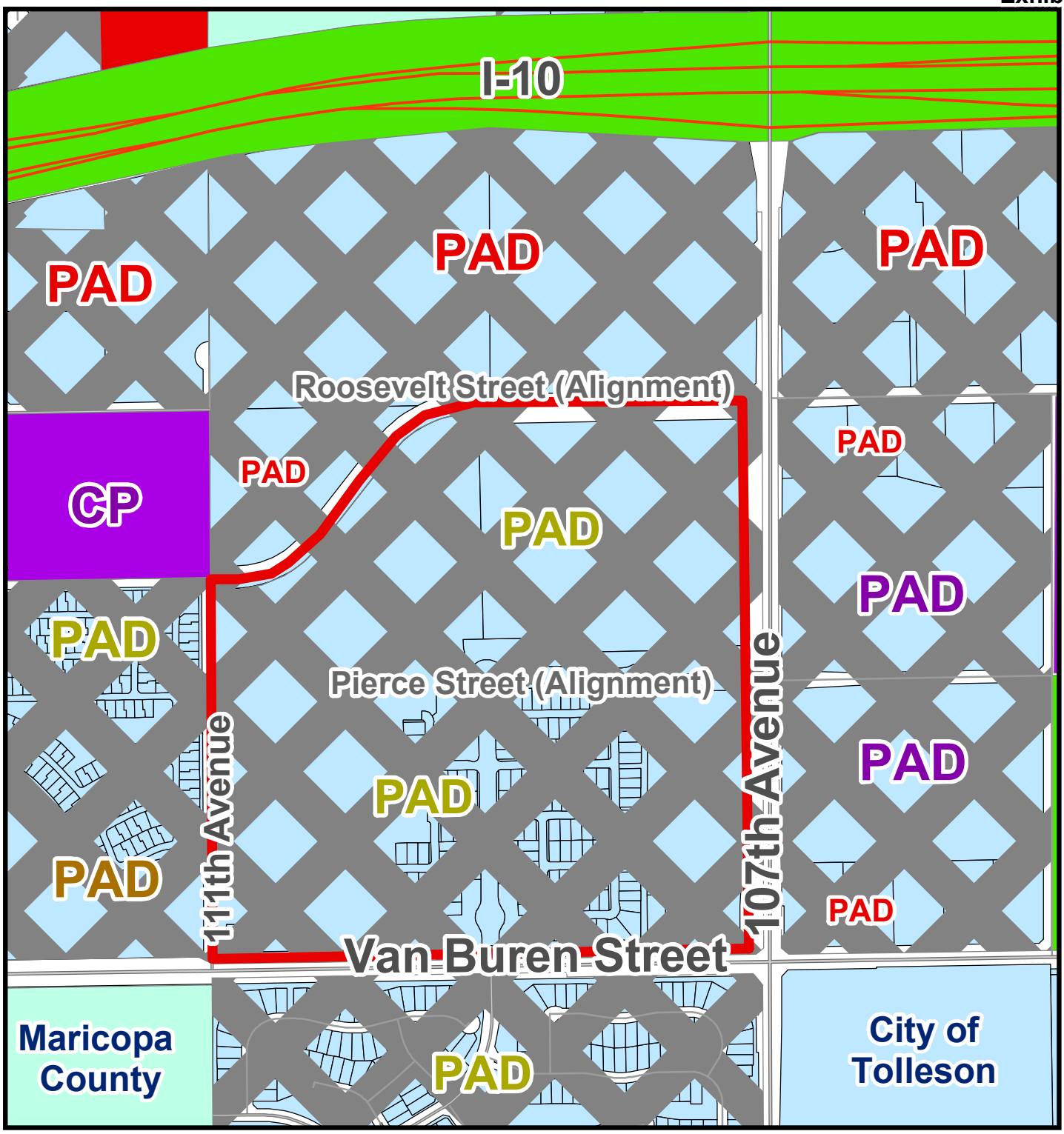
Exhibit A

# Aerial Photograph

Avondale

Subject Property

Exhibit B

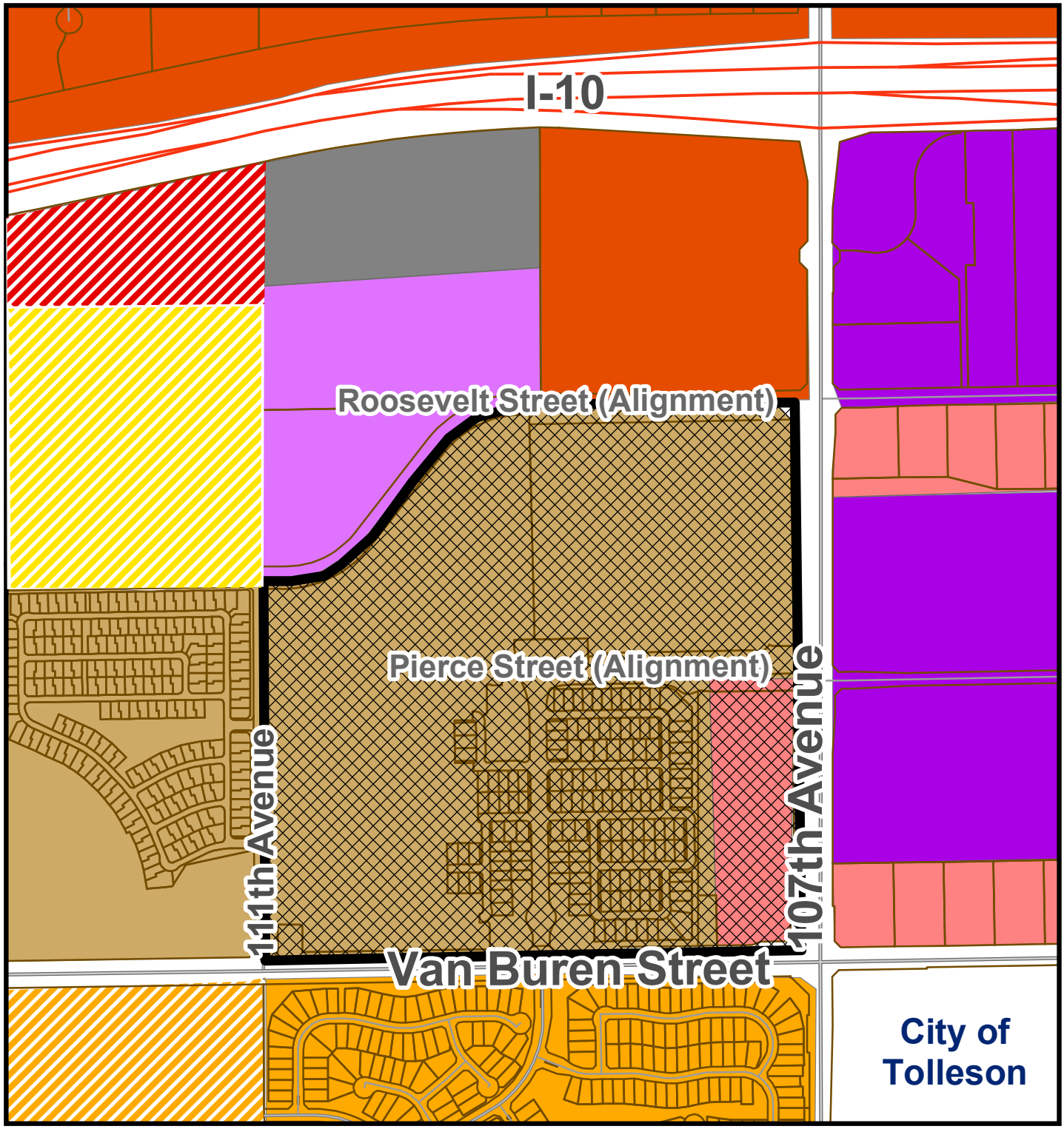



# Zoning Vicinity Map

Avondale

Subject Property

Exhibit C




# General Plan Land Use Map

Avondale

- Medium/High Density Residential
- Medium Density Residential
- Mixed Use
- Subject Property
- Freeway Commercial
- High Intensity Office
- Local Commercial
- Business Park
- The BLVD - Neighborhood District
- The BLVD - Residential District
- The BLVD - Gateway District

**Exhibit D**

*SUMMARY OF RELATED FACTS*

*APPLICATIONS PL-19-0232 AND PL-19-0245*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE (TOTAL) | 144.91 gross acres |
| PARCEL SIZE (PROPOSED PHASE 2) | 26.8 gross acres |
| LOCATION | Northwest corner of Van Buren Street and 107th Avenue |
| PHYSICAL CHARACTERISTICS | Relatively flat with no unusual physical characteristics |
| EXISTING LAND USE | The Phase 1 portion of the Roosevelt Park II development is under construction. The remainder of the site, including the entirety of Phase 2, is undeveloped and no longer in agricultural use. |
| EXISTING ZONING | Roosevelt Park Planned Area Development (PAD) |
| ZONING HISTORY | The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) in July 2001. The approved Roosevelt Park PAD included two phases of development. Roosevelt Park I, south of Van Buren Street was planned for conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Roosevelt Park I is complete with a total of 481 single-family homes on 147 acres.<br><br>The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street, replaced conventional single-family homes with town houses, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from 9 du/ac to 6.21 dwelling units per acre. All other development standards and conditions of approval from the original approval were left in place.<br><br>The PAD was again amended by City Council in April 2018. The 2018 amendment, which again only impacted the portion of Roosevelt Park north of Van Buren Street, eliminated the townhomes, apartments, and condominium uses approved in 2005, allowing for development of 607 single-family residences in four phases. The 2018 Amendment also specifies that the community will be gated, and that all streets internal to the community will be private. Approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street are reserved for commercial development. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses. |

| | |
|---|---|
| WEST OF 111TH AVENUE | Two separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family apartment community, is located at the northwest corner of 111th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD). |
| SOUTH OF VAN BUREN STREET | Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD). |
| EAST OF 107TH AVENUE | Multiple parcels zoned Griffith Commerce Park Planned Area Development, allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI) and a used car dealership. Avondale 107, a new commerce park, will soon be under construction north of UTI. The remaining parcels are undeveloped. |

| *GENERAL PLAN* |
|---|
| Except for the 10.9-acre commercial corner, which is designated Local Commercial by the General Plan 2030 Land Use Map, the Roosevelt Park II site is designated Medium High Density Residential (MHDR). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District and Tolleson Union High School District |
| ELEMENTARY SCHOOLS | School of choice |
| HIGH SCHOOL | La Joya High School |

| **107th Avenue** | |
|---|---|
| Classification | Minor Arterial |
| Existing half-street ROW | None |
| Standard half-street ROW | 65 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 2 travel lanes, turn lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping |

| **Van Buren Street** | |
|---|---|
| Classification | Arterial |
| Existing half-street ROW | 65 feet |
| Standard half-street ROW | 65 feet |
| Existing half-street improvements | Two Traffic Lanes in each direction |
| Standard half-street improvements | Two traffic lanes in each direction with ½ center turn lane, curb, gutter, sidewalk, landscaping and streetlights. |

| **111th Avenue** | |
|---|---|
| Classification | Major Collector |
| Existing half-street ROW | 40 feet |
| Standard half-street ROW | 40 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 1 travel lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping |

| *UTILITIES* |
|---|
| Water is served to the Roosevelt Park II development by an existing 12" water line in 111th Avenue, an existing 16" water line in 107th Avenue, and an existing 16" water line in Van Buren Street.<br><br>Sewer is served to the Roosevelt Park II development by an existing 15" sewer line in 107th Avenue and an existing18" sewer line in Van Buren Street.<br><br>Salt River Project (SRP) provides electricity in this portion of Avondale. |

# Exhibit E

## Proposed PAD Amendment Request

Roosevelt Park II

andersonbaron

Submitted October 28, 2019

Revised - October 25, 2019

# ROOSEVELT PARK MAJOR PAD AMENDMENT

## INTRODUCTION & LOCATION OF PROPERTY

The Roosevelt Park Planned Area Development (PAD), approved in 2018, consist of a gated single-family development with multiple intermixed lot sizes, a maximum density of up to 4.76 gross dwelling units per acre (with a maximum of six hundred and seven (607) dwelling units), and a minimum of fifteen percent (18%) dedicated community open space. This Major PAD Amendment revisits the project's phasing to best provide infrastructure to the development, surrounding future projects in the City, and the City as a whole.

## REQUEST

This Major PAD Amendment request seeks to reorder the development's phasing to complete the community along Van Buren Street (switching Phases 2 and 4).

## PAD TEXT MODIFICATIONS

The following table is the only text that is requested to be modified as a part of this application:

*Table 3: Project Development Table*

| Phase | Gross Area | Net Area | Maximum Units | Maximum Gross Density | Minimum Net Open Space | Minimum Net Active Open Space* | Minimum Required Lot Mix (See Tables 6-10, Exhibit E: Required Lot Mix Per Phase and Exhibit F: Conceptual Development Plan) |
|---|---|---|---|---|---|---|---|
| 1 | 39.96 AC | NA | NA | NA | NA | NA | 3 different lot sizes (specifically: lots 5,700 sq.ft. and over, lots between 4,750-5,699 sq.ft. and lots between 3,800-4,749 sq.ft.) |
| ~~2~~ | ~~31.46 AC~~ | ~~NA~~ | ~~NA~~ | ~~NA~~ | ~~NA~~ | ~~NA~~ | ~~2 different lot sizes (any combination)~~ |
| 2 | 25.14 AC | NA | MA | NA | NA | NA | 2 different lot sizes (any combination) |
| 3 | 29.60 AC | NA | NA | NA | NA | NA | 2 different lot sizes (any combination) |
| ~~4~~ | ~~25.14 AC~~ | ~~NA~~ | ~~MA~~ | ~~NA~~ | ~~NA~~ | ~~NA~~ | ~~2 different lot sizes (any combination)~~ |
| 4 | 31.46 AC | NA | NA | NA | NA | NA | 2 different lot sizes (any combination) |
| Total | 127.61 AC | 116.23 AC | 607 | 4.76 DU/AC (127.61 gross acres) | 18% (20.92 acres) | 15%* | 3 different lot sizes |

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andersonbaron.com

## PAD EXHIBIT MODIFICATIONS

Included with this application are two exhibits that require modification:

Exhibit E: Required Lot Mix Per Phase – This exhibit shows the location of each phases and the required lot mix by phase. The revised exhibit simply reflects the updated phases and phase boundaries. The requirements included in the table will remain unchanged since the requirements for Phase 2 and Phase 4 are identical.

Exhibit F: Conceptual Development Plan - The conceptual site plan illustrates a potential site arrangement/layout that includes six hundred and seven (607) lots, achieving a medium/high residential density across the site (4.76 gross DU/AC). The revised exhibit simply reflects the updated phases and phase boundaries. The Summary table included on the exhibit has been revised to reorder Phases 2 and 4. The balance of the table will remain untouched. As a note, this Conceptual Development Plan is meant for illustrative purposes only. This graphic is a conceptual illustration of how Roosevelt Park may be developed in the future. Actual lot arrangements will be addressed during the platting process.

## PAD AMENDMENT JUSTIFICATION

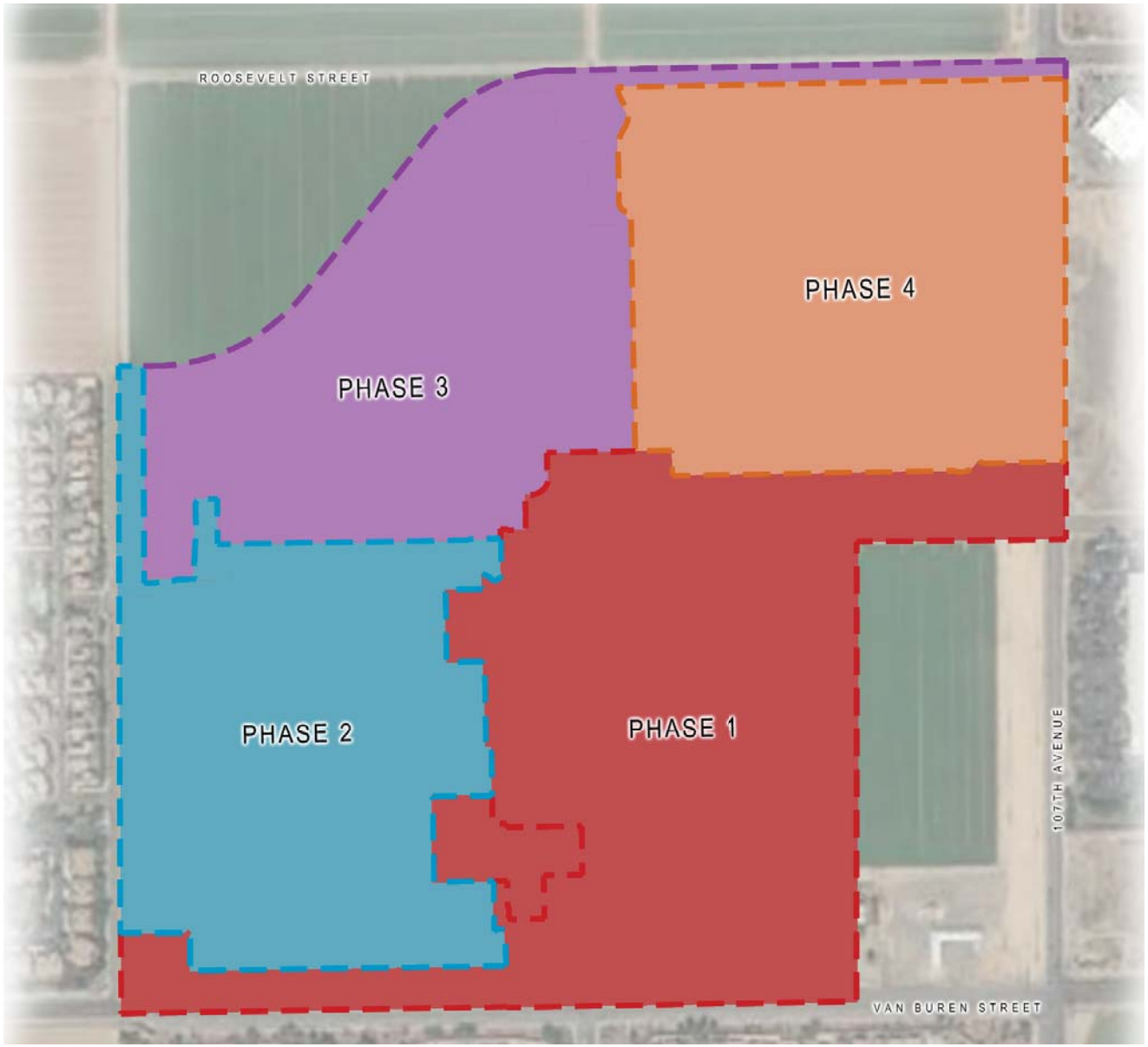
This Major PAD Amendment is requested at this time to provide a logical extension of infrastructure. Previous phasing plans prioritized community marketing needs over infrastructure provisions. As phase one is currently being built-out, and Van Buren Street improvements are constructed, it now makes sense to continue to develop the site westward, along Van Buren Street to 111th Avenue. This would reorder the phases, swapping Phase 4 and Phase 2.

This requested modification will mean that many of the infrastructure improvements that were planned to be completed with the final phase of development will now be moved up to the second phase, benefitting not only the development, but the City as a whole (see the attached exhibit for all improvements contemplated for the "new" Phase 2 of Roosevelt Park). These improvements include an upgraded traffic signal at 107th Avenue and Van Buren Street that includes protected/permissive left-turn phasing at all four approaches, and payments for a proportionate share of the traffic signal located at 111th Avenue and Van Buren Street, and 107th Avenue and Pierce Street, if necessary. Additionally, this Major PAD Amendment will expedite planned and necessary sewer connections. By moving forward with the "new" Phase 2, sewer connections will be made from Van Buren Street up to the project's west entry, connecting west into the existing line within Pierce Street and allowing for a connection north within 111th Avenue. These sewer connections are vital to future development to the north of Roosevelt Park and create a looped system within the development.

## CONCLUSION

This Major PAD Amendment does not substantially change the intent of the original PAD. Mattamy is still developing the same unique housing product originally envisioned for Roosevelt Park. Multiple lot sizes will still be intermixed on the same street for the most diverse street scene possible. Mattamy will continue to provide a high standard of excellence in Avondale by providing highly amenitized parks and open space. Most importantly, this development will still provide a desirable residential community within Avondale, while respecting its existing adjacent neighborhoods, commercial development, and planned employment centers. The proposed development furthers the City of Avondale's aspirations for quality residential areas, and provides prospective residents with a well-organized, interconnected community. This Major PAD Amendment simply reorders the development's phasing.

# EXHIBIT E: REQUIRED LOT MIX PER PHASE




| PHASE 1 | |
|---|---|
| **REQUIREMENT** | **LOT MIX** |
| 3 DIFFERENT LOT SIZES | •5,700 SF+<br>•4,750 SF-5,699 SF<br>•3,800 SF-4,749 SF |
| **PHASE 2** | |
| **REQUIREMENT** | **LOT MIX** |
| 2 DIFFERENT LOT SIZES (ANY COMBINATION) | •5,700 SF+<br>•4,750 SF-5,699 SF<br>•3,800 SF-4,749 SF<br>•2,500 SF-3,799 SF<br>•UP TO 2,499 SF |
| **PHASE 3** | |
| **REQUIREMENT** | **LOT MIX** |
| 2 DIFFERENT LOT SIZES (ANY COMBINATION) | •5,700 SF+<br>•4,750 SF-5,699 SF<br>•3,800 SF-4,749 SF<br>•2,500 SF-3,799 SF<br>•UP TO 2,499 SF |
| **PHASE 4** | |
| **REQUIREMENT** | **LOT MIX** |
| 2 DIFFERENT LOT SIZES (ANY COMBINATION) | •5,700 SF+<br>•4,750 SF-5,699 SF<br>•3,800 SF-4,749 SF<br>•2,500 SF-3,799 SF<br>•UP TO 2,499 SF |
| **TOTAL SITE** | |
| **REQUIREMENT** | **LOT MIX** |
| 3 DIFFERENT LOT SIZES | •5,700 SF+<br>•4,750 SF-5,699 SF<br>•3,800 SF-4,749 SF<br>•2,500 SF-3,799 SF<br>•UP TO 2,499 SF |

*Actual lot arrangements will be addressed during the platting process.

N

# EXHIBIT F: CONCEPTUAL DEVELOPMENT PLAN

| Summary | | |
|---|---|---|
| **PHASE 1** | | |
| GROSS ACREAGE | 41.01 Ac. | 3.56 U.P.A. |
| NET ACREAGE | 37.05 Ac. | 3.94 U.P.A. |
| **USE** | **AMOUNT** | **PERCENTAGE** |
| 3,800 SF-4,749 SF | 72 D.U. | 49.32% |
| 4,750 SF-5,699 SF | 56 D.U. | 38.36% |
| 5,700 SF+ | 18 D.U. | 12.33% |
| TOTAL UNIT COUNT | 146 D.U. | |
| UNITS PER ACRE | 3.56 | |

| PHASE 2 | | |
|---|---|---|
| GROSS ACREAGE | 25.14 Ac. | 6.25 U.P.A. |
| NET ACREAGE | 24.56 Ac. | 6.39 U.P.A. |
| **USE** | **AMOUNT** | **PERCENTAGE** |
| 3,800 SF-4,749 SF | 70 D.U. | 44.59% |
| 4,750 SF-5,699 SF | 72 D.U. | 45.86% |
| 5,700 SF+ | 15 D.U. | 9.55% |
| TOTAL UNIT COUNT | 157 D.U. | |
| UNITS PER ACRE | 6.25 | |

| PHASE 3 | | |
|---|---|---|
| GROSS ACREAGE | 27.59 Ac. | 5.15 U.P.A. |
| NET ACREAGE | 26.96 Ac. | 5.27 U.P.A. |
| **USE** | **AMOUNT** | **PERCENTAGE** |
| 3,800 SF-4,749 SF | 67 D.U. | 47.18% |
| 4,750 SF-5,699 SF | 62 D.U. | 43.66% |
| 5,700 SF+ | 13 D.U. | 9.15% |
| TOTAL UNIT COUNT | 142 D.U. | |
| UNITS PER ACRE | 5.15 | |

| PHASE 4 | | |
|---|---|---|
| GROSS ACREAGE | 33.87 Ac. | 4.78 U.P.A. |
| NET ACREAGE | 27.66 Ac. | 5.86 U.P.A. |
| **USE** | **AMOUNT** | **PERCENTAGE** |
| 3,800 SF-4,749 SF | 63 D.U. | 38.89% |
| 4,750 SF-5,699 SF | 71 D.U. | 43.83% |
| 5,700 SF+ | 28 D.U. | 17.28% |
| TOTAL UNIT COUNT | 162 D.U. | |
| UNITS PER ACRE | 4.78 | |

| TOTAL | | |
|---|---|---|
| GROSS ACREAGE | 127.61 Ac. | 4.76 U.P.A. |
| NET ACREAGE | 116.23 Ac. | 5.22 U.P.A. |
| OPEN SPACE | 20.92 Ac. | 18.00% |
| **USE** | **AMOUNT** | **PERCENTAGE** |
| 3,800 SF-4,749 SF | 272 D.U. | 44.81% |
| 4,750 SF-5,699 SF | 261 D.U. | 43.00% |
| 5,700 SF+ | 74 D.U. | 12.19% |
| TOTAL UNIT COUNT | 607 D.U. | |
| UNITS PER ACRE | 4.76 | |

*This Conceptual Development Plan is meant for illustrative purposes only. This graphic is a conceptual illustration of how Roosevelt Park may be developed in the future. Actual lot arrangements will be addressed during the platting process.

N

**ORDINANCE NO. 1712-1219**

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 144.9 GROSS ACRES GENERALLY LOCATED ON THE NORTHEAST CORNER OF 107TH AVENUE AND VAN BUREN STREET AS SHOWN IN APPLICATION PL-19-0245, TO AMEND THE DEVELOPMENT STANDARDS FOR THE ROOSEVELT PARK PHASE II PLANNED AREA DEVELOPMENT.

**WHEREAS**, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas"), pursuant to ARIZ. REV. STAT. § 9-462.04, to amend the development standards for 144.9 gross acres within the existing Roosevelt Park Planned Area Development (Phase 2) (the "Zoning Atlas Amendment"); and

**WHEREAS**, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the "Commission") and by the City Council were given in the time, form and substance required by ARIZ. REV. STAT. § 9-462.04; and

**WHEREAS**, on November 21, 2019, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

**WHEREAS**, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on December 9, 2019; and

**WHEREAS**, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance.

**NOW, THEREFORE, BE IT ORDAINED** BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Zoning Atlas Amendment is hereby approved to modify the development standards for the ± 144.9 acre parcel of real property generally located on the northeast corner of 107th Avenue and Van Buren street, as shown in application PL-19-0245, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, subject to the City of Avondale adopted codes, requirements, standards and regulations and the following stipulations:

1. The development shall conform to the Roosevelt Park Planned Area Development (PAD) and Narrative dated stamped June 18, 2018 (the "2018 PAD) and approved by Ordinance 1655-218, except as explicitly modified in the Roosevelt Park Major PAD Amendment Narrative dated stamped October 28, 2019 (the "2019 Amendment") and as modified by these conditions.

2. The language contained in Section 2 of the 2018 PAD, "Amendments to the PAD," is hereby deleted. All future amendments to the Roosevelt Park PAD shall be determined in accordance with Section 603.E (Establishment of a PAD District; Amendment) of the City of Avondale Zoning Ordinance.

3. All Van Buren Street improvements shall be constructed with Phase 1 of the project, as depicted in Exhibit E of the 2019 Amendment, extending from 111th Avenue to the east residential property line, subject to the following:

    a. In the event the Van Buren Street improvements cannot be completed at the 111th Avenue intersection due to conflicts with existing irrigation facilities along 111th Avenue, such improvements shall be completed to the western-most point possible, and the remaining improvements shall be completed as soon as possible after the irrigation conflict is resolved, but in no event later than the date of issuance for the 100th certificate of occupancy within Phase 2 of the project.

    b. The Van Buren Street improvements adjacent to the commercial parcel from the eastern edge of the residential parcel to 107th Avenue shall be permitted to be completed in two phases: (i) the westbound travel lane, curb, gutter, eight-foot-wide temporary (asphalt paved) sidewalk, and landscaping consistent with the residential parcel shall be completed in Phase 1; and (ii) all permanent improvements between the curb and the edge or right-of-way, including the permanent Van Buren multi-use path, shall be completed in conjunction with development of the commercial parcel. The developer shall maintain the temporary asphalt sidewalk along Van Buren Street from the east residential property line to 107th Avenue until the permanent Van Buren multi-use path is constructed by the owner of the commercial parcel in conjunction with development of that parcel.

4. Pavement, curb, gutter, and sidewalk improvements along 107th Avenue from Pierce Street to the southern edge of Roosevelt Street right-of-way shall be constructed by the developer with Phase 2 of the project. Landscaping within this right-of-way shall be constructed by the developer with Phase 4 of the project. 107th Avenue improvements from Pierce Street to Van Buren Street shall be completed by the developer of the commercial parcel when that site is developed.

5. The City shall maintain the water and sewer lines in the private streets; developer shall dedicate to the City of Avondale all easements necessary for such maintenance.

6. Prior to approval of the first certificate of occupancy for each phase of development, the developer will be required to pay its proportionate share of future traffic signals located at:

   a. Roosevelt Street and 107th Avenue (Phase 3)

   b. Roosevelt Parkway and Van Buren Street (Phase 1)

   c. 111th Avenue and Van Buren Street (Phase 2)

   d. 107th Avenue and Pierce Street, if necessary (Phase 2)

   e. A revised Traffic Impact Analysis verifying which listed intersections satisfy warrant criteria shall be submitted prior to issuance of engineering permits for Phase 4, subject to approval by the City Traffic Engineer. Those locations that are not projected to satisfy warrant criteria within ten (10) years of approval of the Phase 4 TIA shall have funds reimbursed to the developer.

7. The developer shall construct a left-turn deceleration lane along Van Buren Street at Roosevelt Parkway. Left-turn deceleration lanes shall be striped along 107th Avenue at Pierce Street (in Phase 1) and at Roosevelt Street (in Phase 4). Each deceleration lane shall be striped at a minimum 160 feet in length, not including the taper. The existing eastbound left-turn lane along Van Buren Street at 107th Avenue shall be restriped to 200 feet, not including the taper.

8. The PAD shows an access to 111th Avenue as an exit only per the declaration of the developer. As long as the ingress restriction is enforced, the developer shall not be required to construct a left-turn or right-turn deceleration lane along Van Buren Street at 111th Avenue.

9. The developer shall construct half-street improvements along 111th Avenue from Van Buren Street to the project's north property line, including tiling (e.g. undergrounding) the open Salt River Project channel, in Phase 2.

10. The developer shall construct half-street improvements to Roosevelt Street, including tiling (e.g. undergrounding) the open Salt River Project channel, in Phase 3 (or in Phase 4 if development of Phase 4 precedes Phase 3).

11. Power lines less than 69 kV shall be converted underground with the adjacent phase of the development.

12. The developer shall provide for direct pedestrian connections between the residential parcels and the adjacent commercial parcels.

13. A vehicular connection into the commercial parcel from Pierce Street shall be provided.

14. Notwithstanding the provisions of the 2019 Amendment no gas station uses shall be permitted on any property within the project, including the commercial parcels.

SECTION 3. The conditions of approval herein shall replace the conditions of approval contained in Ordinance 1655-618. In the event of a conflict between this Ordinance and any prior adopted ordinance, this Ordinance shall control.

SECTION 4. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

**PASSED AND ADOPTED** by the Council of the City of Avondale, Arizona, December 9, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED:

_____
Michael Wawro, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1712-1219

[Legal Description and Map]

See following pages.

**Legal Description**
**Roosevelt Park**
**Maricopa County, Arizona**
**Zoning**

Job No. 17-414 March 29, 2018

A portion of the Southeast Quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, more Particularly described as follows:

BEGINNING at the Southeast Corner of said Section 6, from which the South Quarter Corner of said Section 6 bears South 89 degrees 05 minutes 04 seconds West, 2613.62 feet;

thence along the South line of said Southeast Quarter, South 89 degrees 05 minutes 04 seconds West, 1613.62 to said South Quarter Corner;

thence departing said South line, North 0 degrees 16 minutes 45 seconds West, along the West line of the Southeast quarter of said Section 6, 1793.32 feet;

thence departing said West line, North 89 degrees 43 minutes 15 seconds East, 95.00 feet to the beginning of a curve, concave Northwest, having a radius of 540.00 feet;

thence Northeasterly 485.50 feet along the arc of said curve to the left through a central angle of 51 degrees 30 minutes 49 seconds;

thence North 38 degrees 12 minutes 26 seconds East, 557.98 feet to the beginning of a curve, concave Southeast, having a radius of 460.00 feet;

thence Northeasterly 407.70 feet along the arc of said curve to the right through a central angle of 50 degrees 46 minutes 52 seconds to a point on a line 40.00 feet South of and parallel with the North line of said Southeast Quarter;

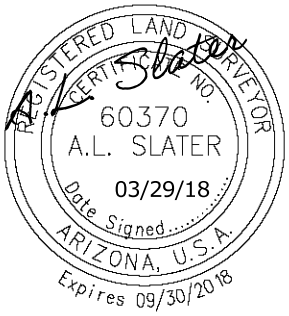
thence along said parallel line, North 88 degrees 59 minutes 18 seconds East, 41.49 feet;

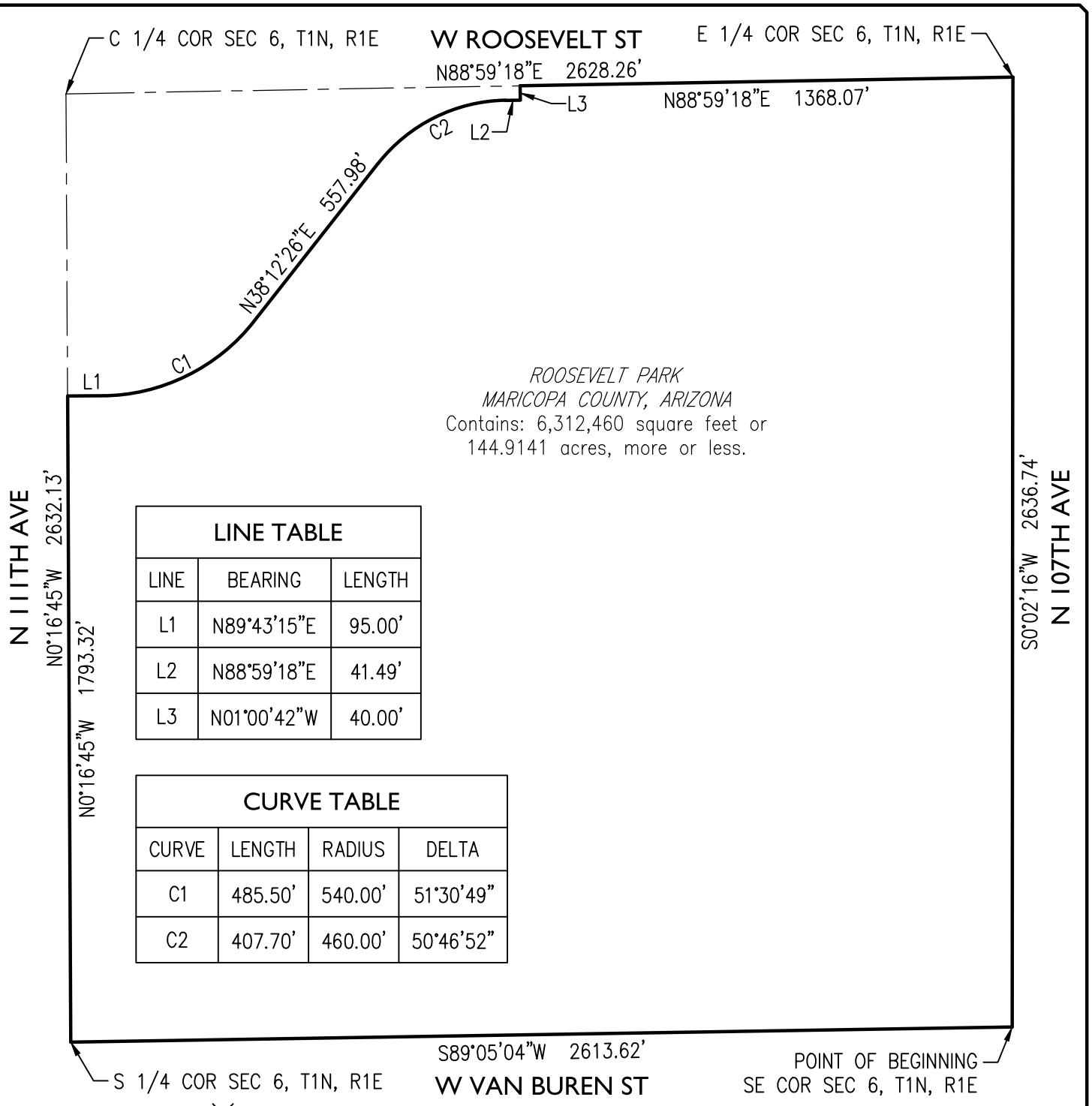
thence departing said parallel line, North 1 degrees 00 minutes 42 seconds West, 40.00 feet to a point on the North line said Southeast Quarter;

thence along said North line, North 88 degrees 59 minutes 18 seconds East, 1368.07 feet to the East quarter corner of said Section 6;

thence along the East line of said Section 6, South 0 degrees 02 minutes 16 seconds West, 2636.74 feet to the POINT OF BEGINNING.

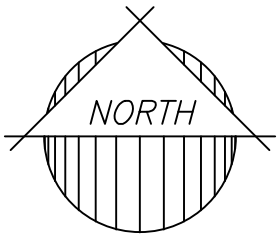
Contains 6,312,460 square feet or 144.9141 acres, more or less.






| LINE TABLE | | |
|---|---|---|
| LINE | BEARING | LENGTH |
| L1 | N89°43'15"E | 95.00' |
| L2 | N88°59'18"E | 41.49' |
| L3 | N01°00'42"W | 40.00' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA |
| C1 | 485.50' | 540.00' | 51°30'49" |
| C2 | 407.70' | 460.00' | 50°46'52" |



17-414

# ROOSEVELT PARK

## ZONING

EPS GROUP
2045 S. Vineyard Ave.
Ste. 101 Mesa, AZ 85210
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Item Number: 4.d.

# CITY COUNCIL REPORT

**SUBJECT:** Preliminary Plat for Roosevelt Park II Phase 2 – Application PL-19-0232

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request by Mr. Joe Petrucci, EPS Group, Inc., for approval of a Preliminary Plat for Roosevelt Park II Phase 2, a proposed 147-lot single family subdivision on approximately 26.80 gross acres at the northeast corner of Van Buren Street and 111th Avenue. The Council will take appropriate action.

**BACKGROUND:**

The 26.80 gross acre subject property (Exhibits A and B), part of the 144.91 gross acre Roosevelt Park II development, is located at the northeast corner of Van Buren Street and 111th Avenue.

The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) by City Council action in July 2001. The approved 2001 Roosevelt Park PAD included two phases of development: Roosevelt Park I, south of Van Buren Street, was planned for conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Development of Roosevelt Park I is complete with a total of 481 single-family homes on 147 acres.

The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street (Roosevelt Park II), replaced single-family homes with town houses, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from 9 du/ac to 6.21 dwelling units per acre. All other development standards and conditions of approval from the original approval were left in place.

The PAD was again amended by City Council in April 2018. The 2018 amendment, which again impacted only Roosevelt Park II, eliminated the townhomes, apartments, and condominium uses approved in 2005, instead allowing for development of 607 single-family residences in four phases. The 2018 Amendment also specifies that the community will be gated, and that all streets internal to the community will be private. In addition to the planned residential development, the PAD reserves approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street for commercial development. Phase 1 of the development is currently under construction.

An additional PAD Amendment to revise the phasing of on-site and off-site development is scheduled to be heard at this same meeting prior to the Preliminary Plat. Until such time that the PAD Amendment is approved, the land subject to this application is Phase 4 of the Roosevelt Park II development. With approval of the PAD Amendment, the property will become Phase 2.

The Phase 2 property is designated Medium High Density Residential (MHDR) on the General Plan 2030 Land Use Map. The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). The approved Roosevelt Park II PAD zoning is in conformance with the MHDR designation.

The existing uses and zoning of surrounding properties include:

**North:** Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses.

**East of 107th Avenue:** Multiple parcels zoned Griffith Commerce Park Planned Area Development (PAD), allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI) and a used car dealership. Avondale 107, a new commerce park, will soon be under construction north of UTI. The remaining parcels are undeveloped.

**South of Van Buren Street:** Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD).

**West of 111th Avenue:** Two separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family apartment community, is located at the northwest corner of 111th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD).

**SUMMARY OF REQUEST:**
The applicant is requesting approval of a Preliminary Plat (Exhibit E) for Roosevelt Park Phase 2. In conformance with the Roosevelt Park II PAD, as amended, the proposed Preliminary Plat (Exhibit F) divides the site into 147 single-family residential lots consisting of three lot types, as follows:

- 51 single-family lots with a minimum area of 4,275 square feet, featuring minimum widths of 45’ and minimum depths of 95’."

- 75 single-family lots with a minimum area of 4,750 square feet, featuring minimum widths of 50’ and minimum depths of 95’.

- 21 single-family lots with a minimum area of 5,700 square feet, featuring minimum widths of 60’ and minimum depths of 95’.

Access to Roosevelt Park II Phase 2 will be provided via two local street connections through Roosevelt Park II Phase 1. No new access points beyond what is being constructed for Phase 1 are provided with Phase 2, though a new exit-only from Phase 2 onto 111th Avenue is provided along the western edge of the site. As with all other portions of the community, the neighborhood will be gated and have private streets. The developer will be responsible for the construction of all water, sewer, and street infrastructure needed to serve the planned development. As part of the companion PAD Amendment, the City is recommending that the developer complete 111th Avenue improvements the full length of the Roosevelt Park II site, and 107th Avenue improvements from Pierce Street to Roosevelt Street, as part of this Phase 2.

A Landscape, Wall, and Open Space Plan is provided as part of the application (Exhibit G). Approximately 9.87 acres of open space, including the community’s primary park with a neighborhood pool, are being

constructed in Phase 1 of the development; Roosevelt Park II Phase 2 will add an additional 4.32 acres of open space to Phase 1's 9.87 acres resulting in a total of 14.19 acres of open space, approximately 22.7 percent of the net site area. Phase 2 open space will be provided in a total of 17 HOA owned and maintained tracts. Amenities in this phase include:

- A 1.2-acre park located in Tract D near the southwest corner of Phase 2 that will feature a large turf area for open play, a ramada with picnic tables and a barbeque grill, and a shaded children's playground.

- A lighted north/south trail connecting residents on the interior of the community to the future regional Van Buren Street Trail.

In addition to open space tracts, the Preliminary Plat establishes Tract R, to accommodate development of the private local streets that will serve Phase 2.

Phase 2's walls and monumentation will share a common design with the walls and monumentation currently being constructed as part of Phase 1. Decorative, earth toned masonry theme walls featuring Cantera Stone columns will be provided along all streets and in all locations where walls are visible from publicly accessible areas.

As noted above, approval of the companion PAD Amendment is required to shift this portion of the Roosevelt Park II development to Phase 2. Though this Preliminary Plat can still be approved if the PAD Amendment is not approved, permits would not be issued for this phase until required off-site improvements associated with Phases 2 and 3 have been completed.

**PUBLIC PARTICIPATION:**
Preliminary Plats are not public hearing items; thus, no public notifications are required. However, as is the City's policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. No residents have contacted Staff regarding the proposed Preliminary Plat.

**CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:**
The property is in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The LESD no longer assigns students to particular elementary schools based upon geographical location. As such, elementary age students living in Roosevelt Park II Phase 2 will have an opportunity to choose which school they will attend within the LESD system. Collier Elementary, located within the Coldwater Springs community approximately 1.5 miles southwest of Roosevelt Park, is geographically closest to the Entrada property. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street.

Both LESD and TUHSD have provided the City with signed certificates stating that each district has adequate school facilities to accommodate the estimated enrollment of new students to be generated by the proposed development (Exhibit H).

**PLANNING COMMISSION ACTION:**
Planning Commission reviewed the request and voted 5-0 to recommend approval of the Preliminary Plat subject to four (4) Staff-recommended conditions. Commission had no comments or questions on the proposal.

**ANALYSIS:**

The proposed Roosevelt Park II Phase 2 Preliminary Plat and Landscape, Wall, and Open Space Plan are in conformance with the Roosevelt Park II PAD, as amended, as well as the City's Subdivision Ordinance, Zoning Ordinance, and Single-Family Residential Design Manual. The proposed 147-lot single family residential subdivision consisting of three lot types adheres to the requirements of the approved PAD and will result in development of a community consistent with the desired character for development in the General Plan's Medium/High Density land use category. Open space and amenities within the overall Roosevelt Park II community exceed requirements and will offer future residents of all ages a range of recreational options in proximity to their homes. Monument signs and walls are consistent between Phases 1 and 2 to create a seamless aesthetic.

Floor plans and elevations for single-family house products in the development will require City administrative approval. As with all new residential development, the City will expect any proposed housing product to meet all requirements of the City's Design Manual to reduce garage dominance and create visually interesting streetscapes.

**DISCUSSION:**

Staff recommends approval of this application for the following reasons:

- The proposed Roosevelt Park II Phase 2 Preliminary Plat, including the Landscape, Wall, and Open Space Plan, are in conformance with the approved Roosevelt Park II PAD, as amended.
- The proposed Roosevelt Park II Preliminary Plat, including the Landscape, Wall, and Open Space Plan, meet or exceed requirements within the City of Avondale Zoning Ordinance, Subdivision Regulations, and Single-Family Residential Design Manual.
- Through provision of a community pool and a wide range of other amenities between Phases 1 and 2, the proposal achieves City objectives related to provision of open space, trails, and parks.

**STRATEGIC PLAN:**

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

**BUDGET IMPACT:**

No budget impacts.

**RECOMMENDATION:**

No public hearing is required. The City Council will **APPROVE** Application PL-19-0232 Roosevelt Park II Phase 2, a request for Preliminary Plat approval for the proposed 147-lot Roosevelt Park II Phase 2 subdivision, subject to the following four (4) conditions of approval:

1. Development of Roosevelt Park II Phase 2 shall conform to the following documents, except as modified by these conditions of approval:
   a. Preliminary Plat Narrative, date stamped October 23, 2019
   b. Preliminary Plat, date stamped October 23, 2019
   c. Landscape, Wall, and Open Space Plan, date stamped October 23, 2019

d. Preliminary Civil Plans, date stamped October 23, 2019

2. In accordance with the City of Avondale Subdivision Regulations, approval of the Preliminary Plat shall expire in two (2) years from the date of approval unless a Final Plat has been approved and recorded.

3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

4. Development shall occur in accordance with the approved PAD, including any amendments thereto. Off-site improvements must be completed by the developer as stipulated with zoning approval.

**PROPOSED MOTION:**
I move that City Council accept the findings and **APPROVE** Application PL-19-0232 Roosevelt Park II Phase 2, a Preliminary Plat for the proposed 147-lot Roosevelt Park II Phase 2 community, subject to four (4) recommended conditions of approval as listed in the staff report.

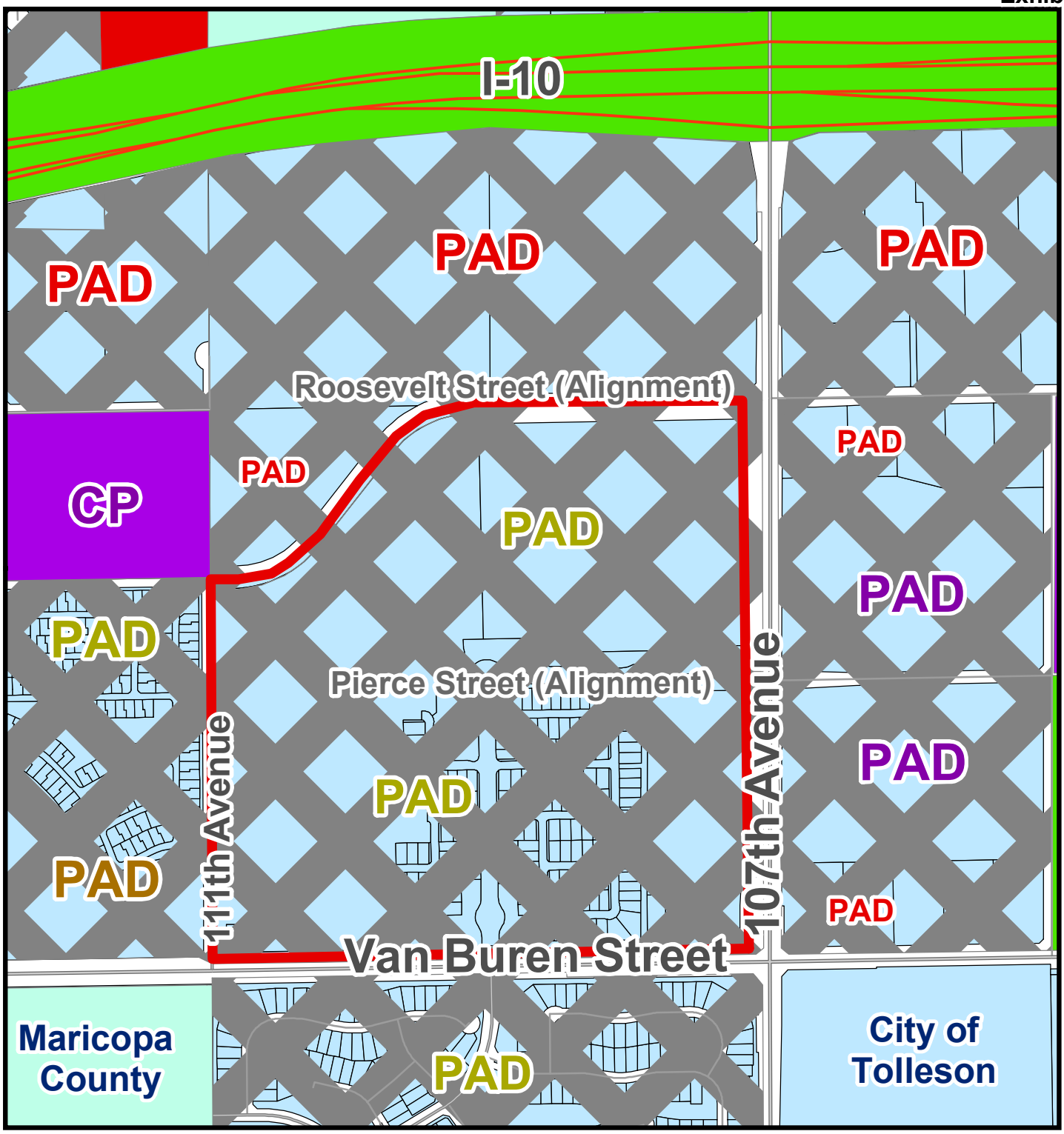
Exhibit A

# Aerial Photograph

Avondale

Subject Property

Exhibit B

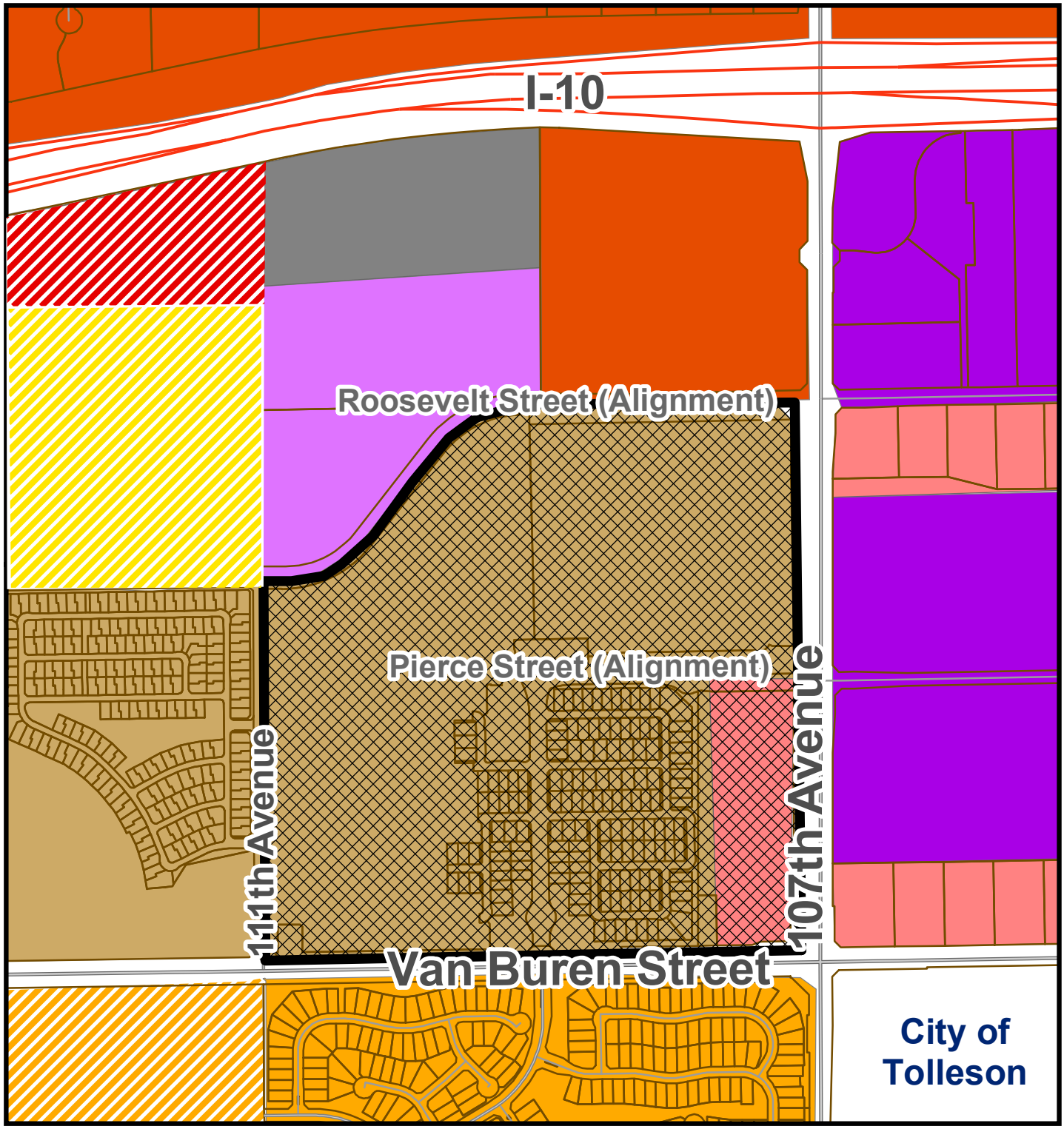



# Zoning Vicinity Map

Avondale

Subject Property

Exhibit C




# General Plan Land Use Map

Avondale

- Medium/High Density Residential
- Medium Density Residential
- Mixed Use
- Subject Property
- Freeway Commercial
- High Intensity Office
- Local Commercial
- Business Park
- The BLVD - Neighborhood District
- The BLVD - Residential District
- The BLVD - Gateway District

**Exhibit D**

*SUMMARY OF RELATED FACTS*

*APPLICATIONS PL-19-0232 AND PL-19-0245*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE (TOTAL) | 144.91 gross acres |
| PARCEL SIZE (PROPOSED PHASE 2) | 26.8 gross acres |
| LOCATION | Northwest corner of Van Buren Street and 107th Avenue |
| PHYSICAL CHARACTERISTICS | Relatively flat with no unusual physical characteristics |
| EXISTING LAND USE | The Phase 1 portion of the Roosevelt Park II development is under construction. The remainder of the site, including the entirety of Phase 2, is undeveloped and no longer in agricultural use. |
| EXISTING ZONING | Roosevelt Park Planned Area Development (PAD) |
| ZONING HISTORY | The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) in July 2001. The approved Roosevelt Park PAD included two phases of development. Roosevelt Park I, south of Van Buren Street was planned for conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Roosevelt Park I is complete with a total of 481 single-family homes on 147 acres.<br><br>The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street, replaced conventional single-family homes with town houses, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from 9 du/ac to 6.21 dwelling units per acre. All other development standards and conditions of approval from the original approval were left in place.<br><br>The PAD was again amended by City Council in April 2018. The 2018 amendment, which again only impacted the portion of Roosevelt Park north of Van Buren Street, eliminated the townhomes, apartments, and condominium uses approved in 2005, allowing for development of 607 single-family residences in four phases. The 2018 Amendment also specifies that the community will be gated, and that all streets internal to the community will be private. Approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street are reserved for commercial development. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses. |

| | |
|---|---|
| WEST OF 111TH AVENUE | Two separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family apartment community, is located at the northwest corner of 111th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD). |
| SOUTH OF VAN BUREN STREET | Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD). |
| EAST OF 107TH AVENUE | Multiple parcels zoned Griffith Commerce Park Planned Area Development, allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI) and a used car dealership. Avondale 107, a new commerce park, will soon be under construction north of UTI. The remaining parcels are undeveloped. |

| *GENERAL PLAN* |
|---|
| Except for the 10.9-acre commercial corner, which is designated Local Commercial by the General Plan 2030 Land Use Map, the Roosevelt Park II site is designated Medium High Density Residential (MHDR). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District and Tolleson Union High School District |
| ELEMENTARY SCHOOLS | School of choice |
| HIGH SCHOOL | La Joya High School |

| **107th Avenue** | |
|---|---|
| Classification | Minor Arterial |
| Existing half-street ROW | None |
| Standard half-street ROW | 65 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 2 travel lanes, turn lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping |

| **Van Buren Street** | |
|---|---|
| Classification | Arterial |
| Existing half-street ROW | 65 feet |
| Standard half-street ROW | 65 feet |
| Existing half-street improvements | Two Traffic Lanes in each direction |
| Standard half-street improvements | Two traffic lanes in each direction with ½ center turn lane, curb, gutter, sidewalk, landscaping and streetlights. |

| **111th Avenue** | |
|---|---|
| Classification | Major Collector |
| Existing half-street ROW | 40 feet |
| Standard half-street ROW | 40 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 1 travel lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping |

| *UTILITIES* |
|---|
| Water is served to the Roosevelt Park II development by an existing 12" water line in 111th Avenue, an existing 16" water line in 107th Avenue, and an existing 16" water line in Van Buren Street.<br><br>Sewer is served to the Roosevelt Park II development by an existing 15" sewer line in 107th Avenue and an existing18" sewer line in Van Buren Street.<br><br>Salt River Project (SRP) provides electricity in this portion of Avondale. |

# Exhibit E

## Preliminary Plat Narrative

Roosevelt Park II Phase 2

Submitted October 23, 2019

andersonbaron

plan • design • achieve

# Roosevelt Park Pre-Plat Narrative – Phase 2

## Introduction & Location of Property

Mattamy Homes is proposing to develop a special housing design/ elevation specifically created for the City of Avondale as Phase II of the Roosevelt Park PAD. In addition, Mattamy is proposing to allow for a mix of a variety of lot sizes all on the same street. This original design will be a gated single-family residential community totaling approximately 128-gross acres at the northeast corner of 107th Avenue and Van Buren Street within the City of Avondale. More specifically, the project is located in the Southeast Quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, parcels 102-56-005T, 102-56-005R, and 102-56-005S (the "Property"). The subject parcels are currently used for agricultural purposes.

## Phase 2 – Pre-Plat

Roosevelt Park Phase 2 is located adjacent to Van Buren Street and 111th Avenue, within the southwest quadrant of the overall project site. Phase 2 includes 28.27 gross acres of land, including 4.32 acres of open space (16.83% of the phase). In total, one-hundred and forty-seven (147) dwelling units are proposed within the phase, equating to 5.20 dwelling units per acre. Pursuant to the PAD document, three different lot sizes are proposed (45'x97', 50'x97', and 60'x97') within two different lot mix categories (3,800SF – 4,749SF, and 4,750SF-5,699SF). One park space is included within Phase 2, the details of which are provided in the Parks and Open Space section below.

## Character

The overall architectural character of Phase 2 matches the character of the overall Property, which includes a variety of entirely new products created just for Avondale, with a modern desert landscape palette that will complement the surrounding architecture and environment. Playing off of the historical character of the area, authentic and natural materials, along with a patterned landscape will be utilized. These elements evoke the historical character and lifestyle, while providing a diverse housing opportunity in Avondale's central core environment, for Avondale residents that do not have the time or desire to maintain a large suburban lot.

## Parks, Open Space and Recreation Areas

One amenity area is planned for Phase 2 of this development. The amenity area will complement the architectural style of the homes, and the community's overall landscape theme. The planned amenity area will feature a ramada with a large picnic table, a charcoal grill, a play structure with a shade structure, bike racks, trash receptacles, pet waste station, and a large turf area for active play.

## Trails

The community is designed to encourage a healthy and active lifestyle through the inclusion of trails and sidewalks that connect residents to each area of open space and various amenity areas within the development. Ensuring access to the City's planned bike lanes and trails, shown on the Parks, Recreation Facilities and Trails Master Plan, is a top priority for this community. Through the use of pedestrian gates, residents will have access to Avondale's extensive system of trails and bikeways, connecting homes and residents to parks, shopping areas, businesses, schools, Estrella Mountain Community College, and to public land surrounding the City.

## Monumentation and Theming

Enhanced gateway monumentation and overall project theming will be provided within the community and at each of the gated project access ways (including the 111th Ave. exit only drive). Within Phase 2, monumentation shall be provided at the 111th Avenue gated exit only drive. The 111th Avenue monument includes a 42' long by 7'-2" high monument using 12"x12" Cantera tile with a 2" Cantera paver cap. 24" polished aluminum reverse pan channel letters that are internally lit spell out "Roosevelt Park, a Mattamy Homes Community". A perimeter wall designed to match the greater community has been provided within

Phase 2 for community security and safety, and will be enhanced by a comprehensive landscape character and palette, punctuated by attractive features signifying arrival to the community. Together, these elements will be integrated with each other to establish a character that complements the City of Avondale, the community as a whole, and surrounding developments.

## Conclusion

The proposed Phase 2 development furthers the City of Avondale's aspirations for quality residential areas, and provides prospective residents with a well-organized, interconnected community. With ample open space, landscape areas, recreational amenities, and unique monumentation, the development will reflect the character of the area and the overall proposed Roosevelt Park development. Phase 2 of Roosevelt Park will continue to provide a desirable residential community within Avondale, while respecting its existing adjacent neighborhoods, commercial development, and planned employment centers.

Primary Community Design Objectives and Guiding Principles:

- Emphasize a variety of land uses to provide housing (at many socio-economic levels), services, and recreational opportunities;
- Create a strong thematic identity communicated through monumentation, landscape materials, walls, and fencing;
- Create the physical facilities and establish soft infrastructure programs to encourage "community" building;
- Develop a high-quality community that is compatible with the existing built environment;
- Create clear hierarchies of open space, public spaces, and circulation patterns;
- Offer diversity in lot sizes and architectural styles;
- Organize neighborhoods around centralized parks and provide interconnectivity to adjacent neighborhoods;
- Balance low-water usage/native landscapes with landscape theme concepts; and
- Create dual-usage open spaces that facilitate recreational use while functioning as storm water retention and recharge opportunities.

# Exhibit F

## Proposed Preliminary Plat

Roosevelt Park II Phase 2

# PRELIMINARY PLAT
# FOR
# ROOSEVELT PARK - PHASE 2

A PORTION OF THE SOUTHEAST QUARTER, SECTION 6, T.1 N., R.1 E., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

## LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE SOUTH QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 6, BEING MARKED BY A CITY OF AVONDALE BRASS CAP IN HANDHOLE, BEARS NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 2613.62 FEET;

THENCE ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 0 DEGREES 16 MINUTES 45 SECONDS WEST, 95.45 FEET TO AN ANGLE POINT ON THE EXTERIOR BOUNDARY OF THAT PLAT OF 'ROOSEVELT PARK - PHASE 1' RECORDED IN BOOK 1444, PAGE 4 OF MARICOPA COUNTY RECORDS, SAID POINT BEING THE **POINT OF BEGINNING**;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 0 DEGREES 16 MINUTES 45 SECONDS WEST, 1117.62 FEET;

THENCE DEPARTING SAID WEST LINE, NORTH 89 DEGREES 43 MINUTES 15 SECONDS EAST, 40.00 FEET;

THENCE SOUTH 0 DEGREES 16 MINUTES 45 SECONDS EAST, 20.00 FEET;

THENCE NORTH 89 DEGREES 43 MINUTES 15 SECONDS EAST, 54.95 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 181.00 FEET;

THENCE NORTHEASTERLY 33.57 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10 DEGREES 37 MINUTES 41 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 219.00 FEET;

THENCE NORTHEASTERLY 24.33 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 6 DEGREES 21 MINUTES 54 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 15.00 FEET;

THENCE NORTHEASTERLY 22.20 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 84 DEGREES 48 MINUTES 50 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 519.00 FEET;

THENCE NORTHERLY 7.92 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 0 DEGREES 52 MINUTES 29 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 88 DEGREES 28 MINUTES 53 SECONDS EAST, 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 88 DEGREES 28 MINUTES 53 SECONDS EAST A DISTANCE OF 481.00 FEET;

THENCE SOUTHERLY 4.95 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0 DEGREES 35 MINUTES 22 SECONDS TO A POINT OF COMPOUND CURVATURE OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHEASTERLY 24.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 91 DEGREES 50 MINUTES 41 SECONDS;

THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 137.30 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 97.00 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 609.78 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 4.00 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 90.00 FEET TO A POINT ON THE EXTERIOR BOUNDARY OF SAID FINAL PLAT OF 'ROOSEVELT PARK - PHASE 1';

THENCE ALONG SAID EXTERIOR BOUNDARY, THE FOLLOWING COURSES:

THENCE SOUTH 0 DEGREES 54 MINUTES 53 SECONDS EAST, 106.00 FEET;

THENCE SOUTH 55 DEGREES 23 MINUTES 40 SECONDS WEST, 24.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 55 DEGREES 23 MINUTES 41 SECONDS WEST A DISTANCE OF 51.00 FEET;

THENCE NORTHWESTERLY 56.14 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 63 DEGREES 04 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 41.65 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 86.00 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 200.00 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 05 SECONDS EAST, 86.00 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 38.00 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 04 SECONDS EAST, 18.77 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 238.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST A DISTANCE OF 15.00 FEET;

THENCE SOUTHEASTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 85.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 164.06 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 100.00 FEET;

THENCE SOUTH 0 DEGREES 34 MINUTES 30 SECONDS EAST, 38.00 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 97.00 FEET;

THENCE NORTH 89 DEGREES 05 MINUTES 05 SECONDS EAST, 164.29 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 82.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 15.00 FEET;

THENCE SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 41.65 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWEST, FROM WHICH THE RADIUS POINT BEARS NORTH 5 DEGREES 50 MINUTES 27 SECONDS EAST A DISTANCE OF 51.00 FEET;

THENCE NORTHEASTERLY 36.62 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 41 DEGREES 08 MINUTES 12 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 35 DEGREES 17 MINUTES 45 SECONDS EAST, 18.07 FEET;

THENCE SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 119.00 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 879.09 FEET;

THENCE NORTH 0 DEGREES 54 MINUTES 56 SECONDS WEST, 119.93 FEET;

THENCE NORTH 45 DEGREES 54 MINUTES 56 SECONDS WEST, 14.14 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 105.27 FEET;

THENCE SOUTH 0 DEGREES 16 MINUTES 45 SECONDS EAST, 129.94 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 17.95 FEET;

THENCE NORTH 45 DEGREES 35 MINUTES 50 SECONDS WEST, 14.06 FEET;

THENCE SOUTH 89 DEGREES 43 MINUTES 15 SECONDS WEST, 40.00 FEET TO THE **POINT OF BEGINNING**.

## PROJECT TEAM

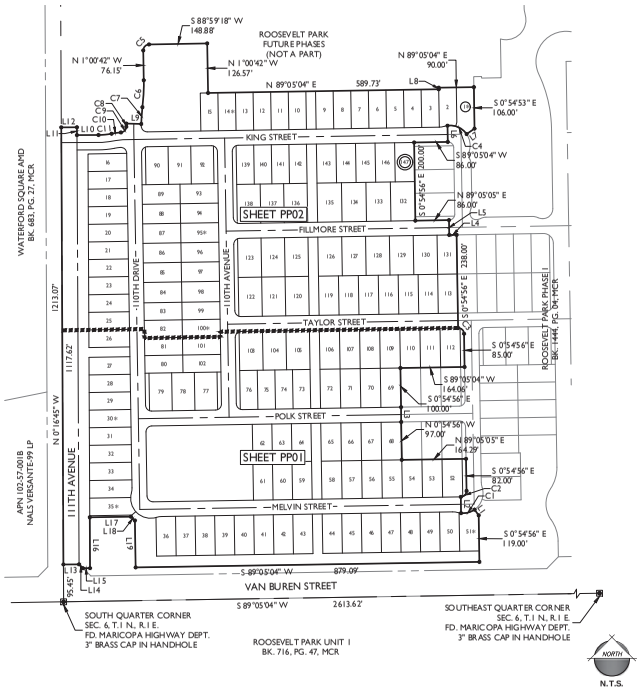
**PROPERTY REPRESENTATIVE:**
MATTAMY ARIZONA, LLC
9200 E PIMA CENTER PKWY, STE. 160
SCOTTSDALE, AZ. 85258
TEL: (480)-291-8146
FAX: (480)-302-6076
CONTACT: CHRIS BRAMWELL

**CIVIL ENGINEER**
EPS GROUP, INC.
1130 N ALMA SCHOOL, STE. 120
MESA, AZ. 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOE PETRUCCI, P.E.

**LANDSCAPE ARCHITECT:**
ANDERSONBARON
50 N. MCCLINTOCK DRIVE, SUITE 1
CHANDLER, AZ. 85226
TEL: (480)-699-7956
FAX: (480)-699-7986
CONTACT: ALEX FISH

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 18.07' | S35°17'45"E |
| L2 | 41.65' | S00°54'56"E |
| L3 | 38.00' | S00°34'30"E |
| L4 | 18.77' | N89°05'04"E |
| L5 | 38.00' | S00°54'56"E |
| L6 | 41.65' | S00°54'56"E |
| L7 | 24.72' | S55°23'40"W |
| L8 | 4.00' | N00°54'56"W |
| L9 | 38.00' | S88°28'53"E |
| L10 | 54.95' | N89°43'15"E |
| L11 | 20.00' | S00°16'45"E |
| L12 | 40.00' | N89°43'15"E |
| L13 | 40.00' | S89°43'15"W |
| L14 | 14.06' | N45°35'50"W |
| L15 | 17.95' | S89°05'04"W |
| L16 | 129.94' | S00°16'45"E |
| L17 | 105.27' | S89°05'04"W |
| L18 | 14.14' | N45°54'56"W |
| L19 | 119.93' | N00°54'56"W |

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | CHORD | DELTA |
| C1 | 36.62' | 51.00' | 35.84' | 041°08'12" |
| C2 | 23.56' | 15.00' | 21.21' | 090°00'00" |
| C3 | 23.56' | 15.00' | 21.21' | 090°00'00" |
| C4 | 56.14' | 51.00' | 53.35' | 063°04'00" |
| C5 | 23.56' | 15.00' | 21.21' | 090°00'00" |
| C6 | 69.20' | 519.00' | 69.15' | 007°38'23" |
| C7 | 42.89' | 481.00' | 42.88' | 005°06'34" |
| C8 | 7.92' | 519.00' | 7.92' | 000°52'29" |
| C9 | 22.20' | 15.00' | 20.23' | 084°48'50" |
| C10 | 24.33' | 219.00' | 24.32' | 006°21'54" |
| C11 | 33.57' | 181.00' | 33.53' | 010°37'41" |




## LEGEND

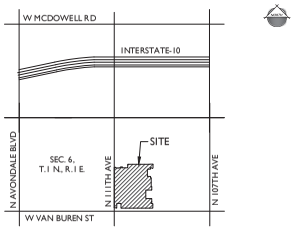
- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE
- WATER LINE
- SEWER LINE

| ROOSEVELT PARK PAD DEVELOPMENT STANDARDS | | | |
|---|---|---|---|
| STANDARD | 60' x 95' | 50' x 95' | 45' x 95' |
| MIN. LOT AREA | 5,700 SF | 4,750 SF | 4,275 SF |
| MIN. LOT WIDTH | 60' | 50' | 45' |
| MIN. LOT DEPTH | 95' | 95' | 95' |
| MAX. HEIGHT | 2 STORIES / 30' | 2 STORIES / 30' | 2 STORIES / 30' |
| FRONT LIVABLE/SIDE-LOADED GARAGE | 10' | 10' | 10' |
| GARAGE | 20' | 20' | 20' |
| SIDE | 5' | 5' | 5' |
| CORNER LOT - SIDE (ADJACENT TO 10' TRACT) | 5' LIVABLE STRUCTURE (2) | 5' LIVABLE STRUCTURE (2) | 5' LIVABLE STRUCTURE (2) |
| REAR | 10' | 10' | 10' (3) |
| DISTANCE BETWEEN BUILDINGS | 10' | 10' | 10' |
| MAX. LOT COVERAGE | * | * | * |

NOTES:
(2.) FOR CORNER LOTS, A PROJECTION IS ALLOWED FOR ARCHITECTURAL ARTICULATION INTO THE SIDE SETBACK, AND A 5' PROJECTION IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES INTO THE SIDE SETBACK.
(3.) FOR STREET-LOADED HOMES, A 5' PROJECTION INTO THE REAR SETBACK IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES.
* LOT COVERAGE WILL BE DICTATED BY SETBACKS. SETBACKS WILL SUPERSEDE LOT COVERAGE REQUIREMENTS IN ANY STATED ZONING CATEGORY.

## VICINITY MAP

N.T.S.




## PROJECT INFORMATION

| | |
|---|---|
| LOCATION: | NEC OF VAN BUREN STREET AND 111TH AVE |
| APN: | PORTION OF 102-56-005X |
| GENERAL PLAN: | MEDIUM/HIGH DENSITY RESIDENTIAL |
| ZONING: | PAD |
| GROSS AREA: | +/- 26.80 AC. |
| NET AREA: | +/- 25.77 AC. |
| NO. OF LOTS: | |
| 45' x 95' | 51 LOTS |
| 50' x 95' | 75 LOTS |
| 60' x 95' | 21 LOTS |
| TOTAL | 147 LOTS |
| DENSITY: | +/- 5.70 DU/NET AC. |
| OPEN SPACE: | 4.32 ACRES (16.8% OF NET AREA) |
| OPEN SPACE (PHASE 1 & 2): | 14.19 ACRES (22.7% OF PHASE 1 & 2 NET AREA) |

## PRELIMINARY PLAT NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAYS TO BE MAINTAINED BY THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. EACH FINAL PLAT SHALL INCLUDE A NOTE THAT STATES THAT THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
8. THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE VAN BUREN STREET TRAIL EASEMENT.
9. THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ALL LANDSCAPING IN PRIVATE TRACTS, AND ADJOINING PRIVATE PROPERTY OUTSIDE OF INDIVIDUAL LOT WALLS.
10. HOMES ON LOTS WITH AN ASTERISK SHALL BE REQUIRED TO UTILIZE A HOUSE PLAN / ELEVATION WHERE THE GARAGE IS SITUATED ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.
11. ACCESS TO 111TH AVENUE VIA KING STREET IS EXIT-ONLY.

## FLOOD ZONE

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

## SHEET INDEX


| | | |
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| SHEET 2 | PP01 | PRELIMINARY PLAT |
| SHEET 3 | PP02 | PRELIMINARY PLAT |
| SHEET 4 | PP03 | STREET SECTIONS / DATA TABLES / LOT DIAGRAMS |
| SHEET 5 | PP04 | PHASING PLAN |


Submitted October 23, 2019


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Roosevelt Park - Phase 2
Avondale, AZ
Project:

Revisions:
SEPTEMBER 26, 2019 - 1ST SUBMITTAL
OCTOBER 23, 2019 - 1ST SUBMITTAL

Designer: -
Drawn by: DCH

Professional Engineer
CERTIFICATE NO.
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Job No.
17-414
CS01
Sheet No.
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of 5

Cover Sheet

17-414


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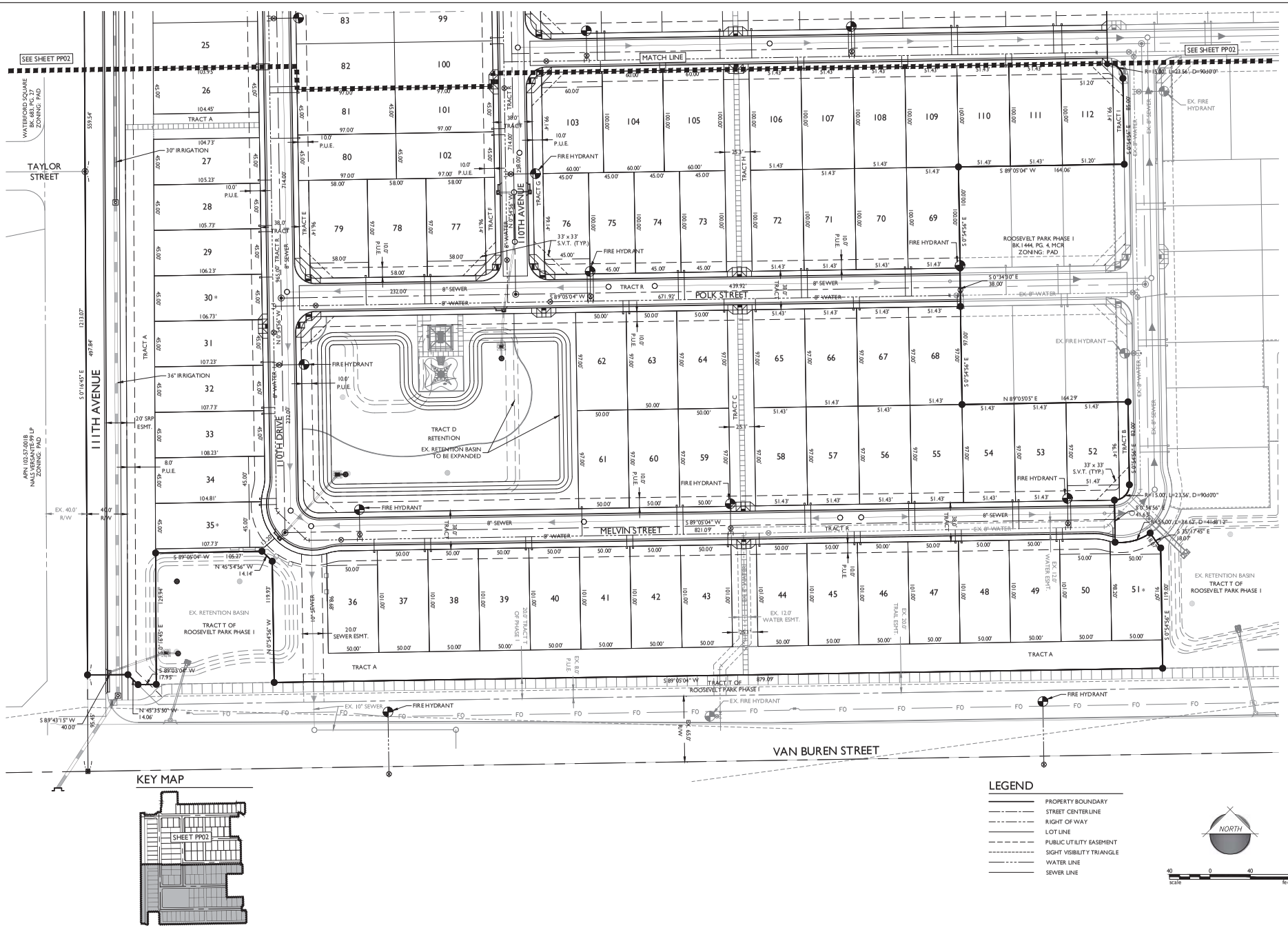


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Project:
Roosevelt Park - Phase 2
Avondale, AZ

Preliminary Plat

Revisions:
SEPTEMBER 26, 2019 - 1ST SUBMITTAL
OCTOBER 23, 2019 - 1ST SUBMITTAL

Designer:
Drawn by: DCH

Registered Professional Engineer (Civil)
CERTIFICATE NO.
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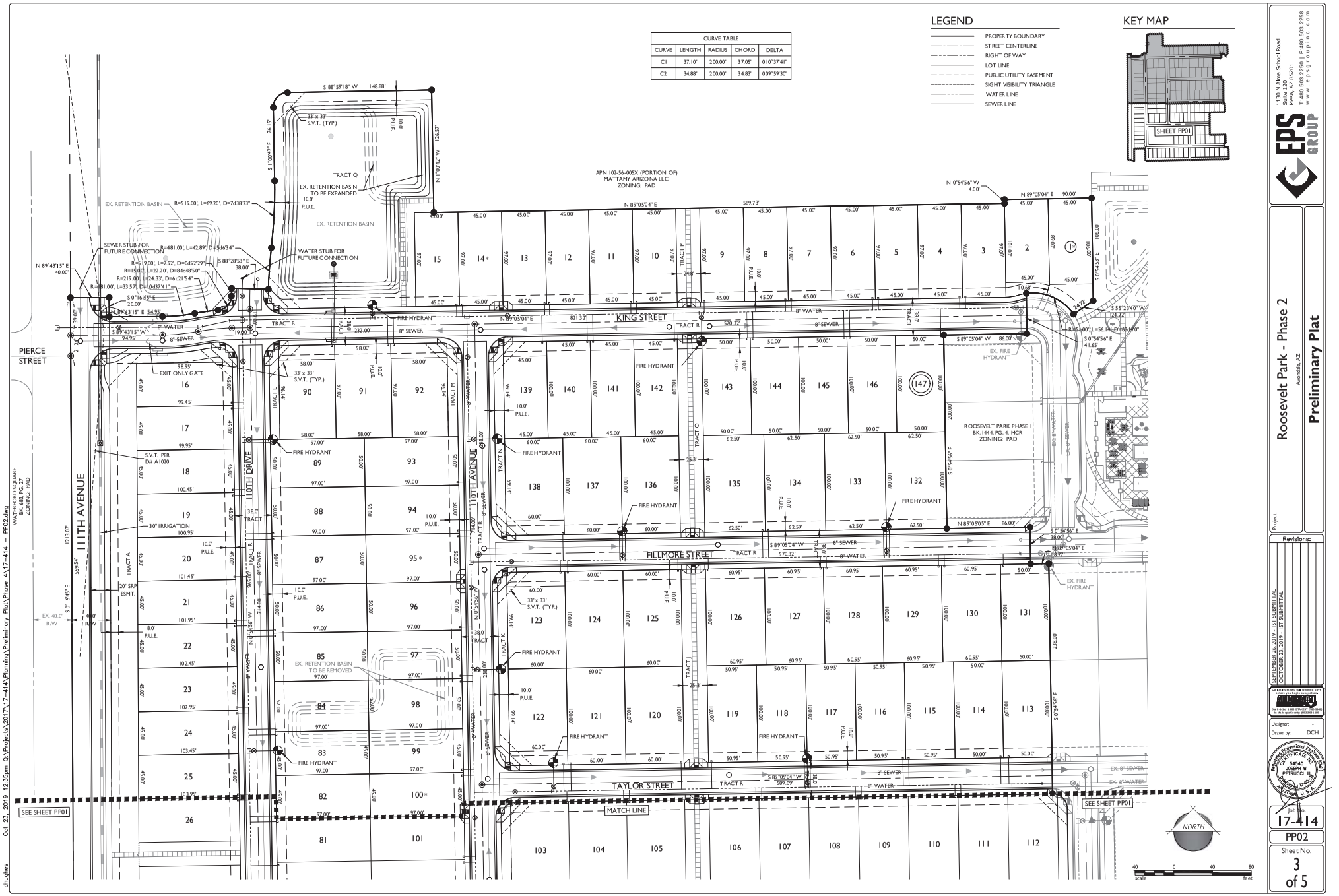
JOSEPH W. PETRUCCI
ARIZONA U.S.A.

Job No.
17-414

PP01

Sheet No.
2
of 5

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Project:

Roosevelt Park - Phase 2

Avondale, AZ

Preliminary Plat

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Designer:
Drawn by: DCH

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CERTIFICATE NO.
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ARIZONA U.S.A.

Job No.
17-414

PP02

Sheet No.
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of 5

| Lot Table | |
|---|---|
| Lot # | Area |
| 1 | 4975.04 |
| 2 | 4418.89 |
| 3 | 4365.00 |
| 4 | 4365.00 |
| 5 | 4365.00 |
| 6 | 4365.00 |
| 7 | 4365.00 |
| 8 | 4365.00 |
| 9 | 4365.00 |
| 10 | 4365.00 |
| 11 | 4365.00 |
| 12 | 4365.00 |
| 13 | 4365.00 |
| 14 | 4365.00 |
| 15 | 4365.00 |
| 16 | 4464.02 |
| 17 | 4486.51 |
| 18 | 4509.01 |
| 19 | 4531.50 |
| 20 | 4553.99 |

| Lot Table | |
|---|---|
| Lot # | Area |
| 21 | 4576.49 |
| 22 | 4598.98 |
| 23 | 4621.47 |
| 24 | 4643.96 |
| 25 | 4666.46 |
| 26 | 4688.95 |
| 27 | 4723.94 |
| 28 | 4746.43 |
| 29 | 4768.92 |
| 30 | 4791.42 |
| 31 | 4813.91 |
| 32 | 4836.40 |
| 33 | 4858.90 |
| 34 | 4837.03 |
| 35 | 4921.59 |
| 36 | 5038.74 |
| 37 | 5050.00 |
| 38 | 5050.00 |
| 39 | 5050.00 |
| 40 | 5050.00 |

| Lot Table | |
|---|---|
| Lot # | Area |
| 41 | 5050.00 |
| 42 | 5050.00 |
| 43 | 5050.00 |
| 44 | 5050.00 |
| 45 | 5050.00 |
| 46 | 5050.00 |
| 47 | 5050.00 |
| 48 | 5050.00 |
| 49 | 5050.00 |
| 50 | 5033.61 |
| 51 | 4951.51 |
| 52 | 4987.16 |
| 53 | 4988.57 |
| 54 | 4988.57 |
| 55 | 4988.57 |
| 56 | 4988.89 |
| 57 | 4988.25 |
| 58 | 4988.57 |
| 59 | 4850.00 |
| 60 | 4850.00 |

| Lot Table | |
|---|---|
| Lot # | Area |
| 61 | 4850.00 |
| 62 | 4850.00 |
| 63 | 4850.00 |
| 64 | 4850.00 |
| 65 | 4988.57 |
| 66 | 4988.25 |
| 67 | 4988.89 |
| 68 | 4988.57 |
| 69 | 5142.86 |
| 70 | 5143.19 |
| 71 | 5142.53 |
| 72 | 5142.86 |
| 73 | 4500.00 |
| 74 | 4500.00 |
| 75 | 4500.00 |
| 76 | 4498.59 |
| 77 | 5624.59 |
| 78 | 5626.00 |
| 79 | 5624.59 |
| 80 | 4365.00 |

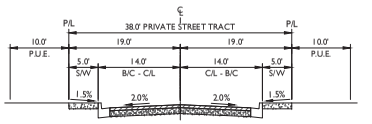
| Lot Table | |
|---|---|
| Lot # | Area |
| 81 | 4365.00 |
| 82 | 4365.00 |
| 83 | 4365.00 |
| 84 | 5044.00 |
| 85 | 4850.00 |
| 86 | 4850.00 |
| 87 | 4850.00 |
| 88 | 4850.00 |
| 89 | 4850.00 |
| 90 | 5624.59 |
| 91 | 5626.00 |
| 92 | 5624.59 |
| 93 | 4850.00 |
| 94 | 4850.00 |
| 95 | 4850.00 |
| 96 | 4850.00 |
| 97 | 4850.00 |
| 98 | 5044.00 |
| 99 | 4365.00 |
| 100 | 4365.00 |

| Lot Table | |
|---|---|
| Lot # | Area |
| 101 | 4365.00 |
| 102 | 4365.00 |
| 103 | 5998.59 |
| 104 | 6000.00 |
| 105 | 6000.00 |
| 106 | 5142.86 |
| 107 | 5142.53 |
| 108 | 5143.19 |
| 109 | 5142.86 |
| 110 | 5142.86 |
| 111 | 5142.86 |
| 112 | 5118.87 |
| 113 | 5000.00 |
| 114 | 5000.00 |
| 115 | 5095.49 |
| 116 | 5095.49 |
| 117 | 5095.49 |
| 118 | 5095.49 |
| 119 | 5095.49 |
| 120 | 6000.00 |

| Lot Table | |
|---|---|
| Lot # | Area |
| 121 | 6000.00 |
| 122 | 5998.59 |
| 123 | 5998.59 |
| 124 | 6000.00 |
| 125 | 6000.00 |
| 126 | 6095.49 |
| 127 | 6095.49 |
| 128 | 6095.49 |
| 129 | 6095.49 |
| 130 | 6095.49 |
| 131 | 5000.00 |
| 132 | 6250.00 |
| 133 | 6250.00 |
| 134 | 6250.00 |
| 135 | 6250.00 |
| 136 | 6000.00 |
| 137 | 6000.00 |
| 138 | 5998.59 |
| 139 | 4498.59 |
| 140 | 4500.00 |

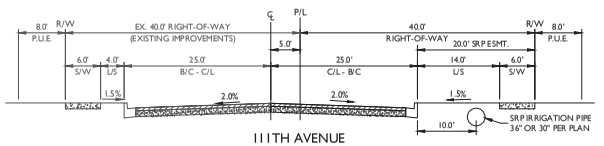
| Lot Table | |
|---|---|
| Lot # | Area |
| 141 | 4500.00 |
| 142 | 4500.00 |
| 143 | 5000.00 |
| 144 | 5000.00 |
| 145 | 5000.00 |
| 146 | 5000.00 |
| 147 | 5000.00 |
| TOTAL 737,177.80 SQ. FT. | |

| TRACT USE TABLE | | | |
|---|---|---|---|
| TRACT | USE | AREA (SF) | AREA (AC) |
| A | LANDSCAPE / OPEN SPACE / RETENTION / SEWER ESMT. / WATER ESMT. | 66775 | 1.533 |
| B | LANDSCAPE / OPEN SPACE | 923 | 0.021 |
| C | LANDSCAPE / OPEN SPACE | 4868 | 0.112 |
| D | LANDSCAPE / OPEN SPACE / RETENTION / AMENITY | 52671 | 1.209 |
| E | LANDSCAPE / OPEN SPACE | 923 | 0.021 |
| F | LANDSCAPE / OPEN SPACE | 923 | 0.021 |
| G | LANDSCAPE / OPEN SPACE | 1906 | 0.044 |
| H | LANDSCAPE / OPEN SPACE | 5064 | 0.116 |
| I | LANDSCAPE / OPEN SPACE | 953 | 0.022 |
| J | LANDSCAPE / OPEN SPACE | 5064 | 0.116 |
| K | LANDSCAPE / OPEN SPACE | 1906 | 0.044 |
| L | LANDSCAPE / OPEN SPACE | 923 | 0.021 |
| M | LANDSCAPE / OPEN SPACE | 923 | 0.021 |
| N | LANDSCAPE / OPEN SPACE | 1906 | 0.044 |
| O | LANDSCAPE / OPEN SPACE | 5064 | 0.116 |
| P | LANDSCAPE / OPEN SPACE | 2403 | 0.055 |
| Q | LANDSCAPE / OPEN SPACE / RETENTION | 35140 | 0.807 |
| | TOTAL OPEN SPACE AREA | 188335 | 4.323 |
| R | PRIVATE STREET TRACT | 197119 | 4.525 |
| | TOTAL TRACT AREA | 385454 | 8.848 |




PRIVATE STREET - PARKING ON ONE SIDE

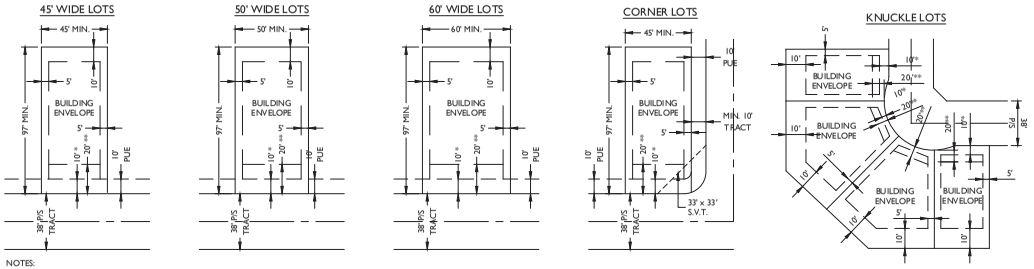
N.T.S




111TH AVENUE

N.T.S - LOOKING NORTH

## LOT DIAGRAMS




NOTES:
* FRONT LIVABLE / SIDE-LOADED GARAGE
** FRONT FACING GARAGE


1130 N. Alma School Road
Suite 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
w w w . e p s g r o u p i n c . c o m


EPS GROUP

Project:

Roosevelt Park - Phase 2

Avondale, AZ

# Street Sections / Data Tables / Lot Diagrams

Revisions:

SEPTEMBER 26, 2019 - 1ST SUBMITTAL
OCTOBER 23, 2019 - 1ST SUBMITTAL

Designer:

Drawn by: DCH

Job No.
17-414

PP03

Sheet No.
4
of 5

17-414

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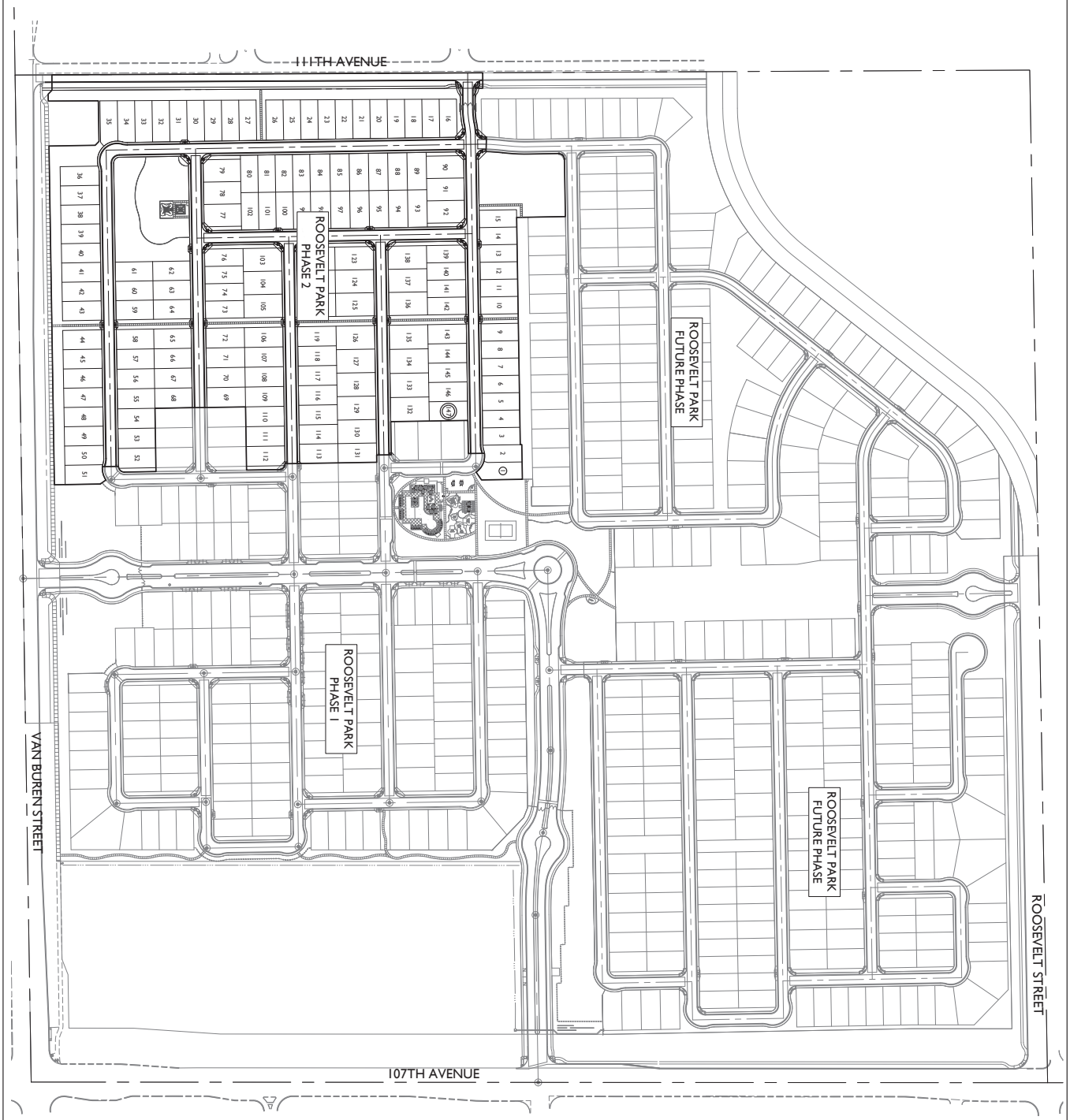
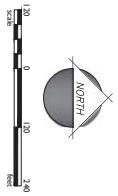
dhughes Oct 23, 2019 12:35pm Q:\Projects\2017\17-414\Planning\Preliminary Plat\Phase 4\17-414 – PP04.dwg




| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sheet No. 5 of 5 | PP04 | 17-414 | Designer: Drawn by: DCH | SEPTEMBER 26, 2019 - 1ST SUBMITTAL<br>OCTOBER 23, 2019 - 1ST SUBMITTAL | Revisions: | Project: Roosevelt Park - Phase 2<br>Avondale, AZ<br>**Phasing Plan** | EPS GROUP<br>1130 N Alma School Road<br>Suite 120<br>Mesa, AZ 85201<br>T:480.503.2250 \| F:480.503.2258<br>w w w . e p s g r o u p i n c . c o m |

# Exhibit G

## Proposed Landscape, Wall, and Open Space Plan

Roosevelt Park II Phase 2

# ROOSEVELT PARK

## Phase 2

## Preliminary Subdivision Plat

## 107th Avenue and Van Buren Street

## Avondale, Arizona, 85258

10.23.2019


### CLIENT:

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Email: chris.bramwell@mattamycorp.com

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**Civil Engineer:**

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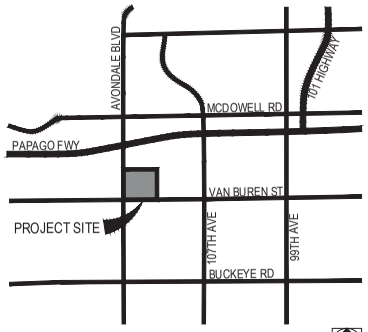


Vicinity Map — Not To Scale

Key Map — Not To Scale

### SHEET INDEX


| | |
|---|---|
| Cover Sheet | LA0.0 |
| General Notes | LA0.1 |
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| Layout Plan | LA2.1 - LA2.2 |
| Overall Planting Plan | LA3.0 |
| Planting Plan | LA3.1 - LA3.2 |
| Overall Irrigation Plan | LA4.0 |
| Construction Details | LA6.1 - LA6.5 |
| Planting Details | LA7.1 - LA7.2 |
| Irrigation Details | LA7.3 - LA7.4 |
| Planting Specifications | LA8.1 |
| Irrigation Specifications | LA8.2 - LA8.3 |
| Maintenance Plan | LA9.1 - LA9.2 |


### GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE (SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

### PLANTING DATA SHEET

| REQUIRED LANDSCAPE IMPROVEMENTS BY ZONING DISTRICT | REQUIRED | PROVIDED |
|---|---|---|
| A. SINGLE FAMILY RESIDENTIAL (AG, RR-43, RR-18, R1-35, R1-15, R1-8, R1-6, R1-5) | 294 TREES | 324 TREES |
| **REQUIRED LANDSCAPE AREAS** | **REQUIRED** | **PROVIDED** |
| (1) LANDSCAPE SETBACK/TREES | 47 TREES | 94* TREES |
| (2) LANDSCAPE SETBACK/SHRUBS | 467 SHRUBS | 470 SHRUBS |
| (3) LANDSCAPE SETBACK/GROUNDCOVER | 2,300 SQ.FT | 2,500 SQ.FT |
| CACTUS/SUCCULENTS | <15 % | 7 % |
| (1) RIGHT OF WAY LANDSCAPING/TREES | 37 TREES | 0* TREES |
| (2) RIGHT OF WAY LANDSCAPING/SHRUBS | 374 SHRUBS | 495 SHRUBS |
| **TOTALS** | **REQUIRED** | **PROVIDED** |
| TOTAL TREES (LINES A-N) | 294 TREES | 324 TREES |
| TOTAL SHRUBS (LINES A-N) | 841 SHRUBS | 965 SHRUBS |
| TOTAL GROUNDCOVER (LINES A-N) | 2,300 SQ.FT | 2,500 SQ.FT |
| TOTAL GROUND COVER, INORGANIC (¾" SELECT DECOMPOSED GRANITE) | 166,842 SQ.FT | 166,842 SQ.FT |
| TOTAL RIGHT-OF-WAY LANDSCAPE AREA | 27,518 SQ.FT | 27,518 SQ.FT |
| TOTAL USEABLE OPEN SPACE (PAD ONLY) | 188,180 SQ.FT | 188,180 SQ.FT |
| TOTAL USEABLE OPEN SPACE (PAD ONLY) | 16.8% | 16.8% |

* DUE TO THE ROW BEING WITHIN AN SRP EASEMENT NO TREES ARE ALLOWED. ADDITIONAL TREES HAVE BEEN PROVIDED WITHIN THE LANDSCAPE SETBACK TO ACCOUNT FOR THE REQUIRED TREES

### OPEN SPACE DATA SHEET

| | ACRES | % OF NET SITE AREA |
|---|---|---|
| A. TOTAL OPEN SPACE EXCLUDING ROW | 4.32 | 16.8% |
| B. TOTAL OPEN SPACE EXCLUDING ROW AND BASINS | 2.32 | 9.0% |
| C. TOTAL USABLE OPEN SPACE EXCLUDING ROW | 3.69 | 14.3% |

Submitted October 23, 2019

ROOSEVELT PARK
Phase 2
Preliminary Subdivision Plat
10.23.2019


andersonbaron
plan · design · achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7986


ANDREW D. BARON — 10223 — EXP. 2-31-21

Revisions

LA0.0

## GENERAL PROJECT NOTES:

1. THESE NOTES ARE TO BE USED AS A GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND CHANGE ORDERS ASSOCIATED WITH THIS DOCUMENT SET.
2. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) AND PER LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES, WHICHEVER IS APPLICABLE.
3. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
4. THE CONTRACTOR IS RESPONSIBLE TO BECOME FAMILIAR WITH THE PROJECT SITE AND LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. THE CONTRACTOR SHALL UTILIZE AN UNDERGROUND UTILITY COORDINATION SERVICE TO MARK EXISTING UTILITIES 48 HOURS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD ANY CONFLICT ARISE.
5. THE CONTRACTOR SHALL PROVIDE MATERIALS OR EQUIPMENT AND PERFORM REQUIRED INCIDENTAL PROCEDURES THAT MAY BE NECESSARY TO COMPLETE THE PROJECT TO SATISFACTORY CONDITION AS DIRECTED BY THE DESIGN INTENT OF THIS DOCUMENT SET AND THEREFORE SHALL MEET MINIMUM CONSTRUCTION REQUIREMENTS AND INDUSTRY STANDARDS NOTWITHSTANDING MENTION OR REFERENCE IN THIS DOCUMENT SET.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. INTERPRETATION OF THIS DOCUMENT SET IN ITS ENTIRETY SHALL BE MADE BY THE LANDSCAPE ARCHITECT OF RECORD AND SHALL BE CONSIDERED FINAL. DISCREPANCIES SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE LANDSCAPE ARCHITECT OF RECORD AS THE CORRECT AND FINAL INTERPRETATION.
8. THIS DOCUMENT SET, INCLUDING ALL PLAN SHEETS, NOTES, DETAILS AND SPECIFICATIONS SHALL BE UTILIZED BY THE CONTRACTOR PERFORMING INSTALLATION AS GENERAL GUIDELINES FOR THE PROJECT DESIGN INTENT. QUANTITIES SHOWN IN THIS DOCUMENT SET ARE ESTIMATES ONLY AND ARE NOT THEREFORE GUARANTEED; THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER COMPLETE PROJECT AS SPECIFIED IN THESE DOCUMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO THE START OF WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
11. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT THE CONSTRUCTION PROCESS.
12. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THIS DOCUMENT SET OR SHOULD THERE BE ANY DISCREPANCIES, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
13. CONTRACTOR SHALL PROPERLY COORDINATE WORK TO BE PERFORMED WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
14. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE INCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED, AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
15. EXISTING SITE CONDITIONS AND THE DOCUMENT SET BASE INFORMATION HAVE BEEN PROVIDED BY THE PROJECT CIVIL ENGINEER.
16. CONTRACTOR SHALL MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.
17. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION AND SHALL BE RESPONSIBLE FOR SECURING APPROVAL AND PERMIT FOR THE PROCESS.

## PLANTING GENERAL NOTES:

1. CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. CONTRACTOR SHALL REVIEW SITE SOILS REPORT PRIOR TO PLANTING. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT, SEE HARDPAN DETAIL.
3. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO HARDSCAPE CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE. SUBSTANTIAL DEVIATION FROM THIS DOCUMENT SET WILL REQUIRE REVIEW AND APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE.
4. LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE RESERVE THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE. SEE SPECIFICATIONS AND THIS DOCUMENT SET FOR MINIMUM REQUIREMENTS.
5. THE CONTRACTOR SHALL SUBMIT IN WRITING REQUESTS FOR ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
6. CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
7. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION AND STANDARDIZED PLANT NAMES, LATEST EDITION.
8. PLANT MATERIAL MARKED 'SALVAGE' SHALL BE SELECTED FROM FROM ON-SITE SALVAGE INVENTORY OR LOCATED BY THE LANDSCAPE ARCHITECT FROM ANOTHER SOURCE. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
9. FINAL LOCATION OF PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
10. ALL SPECIMEN TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
11. LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS. CONTRACTOR SHALL OBSERVE MINIMUM OFFSETS FROM THE FOLLOWING STRUCTURES; TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS (MEASURED FROM MATERIAL MATURITY), 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM HARDSCAPE , CURBS AND WALLS (MEASURED FROM CENTER OF PLANT MATERIAL). SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS AND 3'-0" FROM FIRE SUPPRESSION DEVICES (MEASURED FROM MATERIAL MATURITY). LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES SHALL SUPERCEDE SPECIFIED DISTANCES SO LONG AS THEY SURPASS STATED REQUIREMENTS.
12. WHERE THE LOCAL REVIEWING AGENCY REQUIRES THE USE OF ROOT BARRIER PANELS FOR TREES, CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL). CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
13. THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
14. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
15. CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
16. CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
17. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.
20. CONTRACTOR SHALL INSTALL ANGULAR GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF ANGULAR GRANITE RIP-RAP. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.
21. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS EXCEPT AREAS OF TURF AND ANGULAR GRANITE RIP-RAP AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE THROUGHOUT. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR SIZE AND COLOR OF DECOMPOSED GRANITE. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
22. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
23. PLANT MATERIAL SHALL NOT BE INSTALLED OR ALLOWED TO GROW TO WITHIN 3'-0" OF A FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION (FCD). MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 15'-0" WHERE TREES OVERHANG THE CURB LINE. TREES SHALL BE PLANTED A MINIMUM OF 5'-0" FROM ANY STRUCTURE UNLESS OTHERWISE NOTED.
24. IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT FLOOR GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
25. NATIVE REVEGETATION AREAS AND PLANTER BEDS NOTED IN THIS DOCUMENT SET SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
26. THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCKUP OF NATIVE REVEGETATION AREAS NOTED IN THIS DOCUMENT SET FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.

## IRRIGATION GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY PRESSURE ON-SITE AND NOTIFY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY THE PROPER PARTY, THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ALL NECESSARY SYSTEM ALTERATIONS REQUIRED TO FACILITATE AN EFFICIENT AND OPERATIONAL SYSTEM. THIS IRRIGATION SYSTEM REQUIRES A MINIMUM OF 65 TO 75 PSI WATER PRESSURE AT WATER METER.
3. THE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
4. THE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. ALL NEW METERS SHALL BE INSTALLED PER THE IRRIGATION SCHEDULE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL INCLUDING TURF.
6. WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
7. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CONTACT AN UNDERGROUND UTILITY COORDINATION SERVICE TO VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES THAT MAY BE AFFECTED BY DESCRIBED WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF THE IRRIGATION INSTALLATION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.
9. ALL VALVES SHALL NOT EXCEED MANUFACTURES SPECIFICATIONS.
10. SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
   - 10.1. TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
   - 10.2. TWO KEYS FOR EACH OF THE CONTROLLERS.
   - 10.3. TWO COUPLERS WITH MATCHING HOSE BIBBS AND SHUT-OFF VALVE.
   - 10.4. TWO VALVE BOX KEYS.
11. INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
12. ALL VALVES SHALL NOT EXCEED MANUFACTURERS DESIGN SPECIFICATIONS.
13. VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE AND GROUPED TOGETHER WHEN POSSIBLE.
14. CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS.
15. VALVE BOXES TO BE BRANDED WITH CONTROLLER AND STATION NUMBER.
16. INSTALL ALL MAINLINES WITH A MINIMUM OF 20" OF COVER.
17. INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
18. ALL PIPE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND ASTM STANDARD D 2774.
19. FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
20. INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
21. CONTROLLER TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINT OF CONNECTIONS. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
22. ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES, CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
24. CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12') FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN ALL DIRECTION CHANGES GREATER THAT 30 DEGREES AND BE UNTIED PRIOR TO TRENCH FILL IN.
25. INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAILED.
26. INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
27. THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN SCHEMATICALLY AND SHALL BE INSTALLED WITHIN THE LANDSCAPE AREA, ADJACENT TO HARDSCAPE WITHIN DESCRIBED LIMIT OF WORK.
28. ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
29. ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN THE LANDSCAPED AREAS.
30. SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE AND INSTALLED AS SCHEDULE 40 PVC MINIMUM.
31. ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
32. FLUSH CAPS SHALL BE PLACED IN A VALVE BOX AT THE END OF ALL LATERALS.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
34. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
35. INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
36. ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE.
37. INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
38. ALL VALVES, PRESSURE REGULATORS AND OTHER DEVICES SHALL BE PLACED IN AN APPROPRIATELY SIZED VALVE BOX WITH A MINIMUM OF TWO (2") INCHES OF PEA GRAVEL.
39. ALL PIPE CROSSINGS IN THE RIGHT-OF-WAY SHALL BE MARKED ON EACH SIDE OF THE CURB WITH A NON-DESTRUCTIBLE MARKING.
40. ALL BACKFLOW PREVENTION DEVICES SHALL HAVE A MINIMUM 24"x36"x4" CLASS B CONCRETE SLAB WITH PIPE SLEEVES. IF A SECURITY CAGE IS INSTALLED, CONCRETE SHALL BE SIX (6") INCHES LARGER ON ALL SIDES THAN THE SECURITY CAGE.
41. BACKFLOW DEVICES SHALL BE A MINIMUM OF TWO (2') FEET FROM THE WATER METER AND BE THE SAME SIZE AS THE METER SERVICE LINE.
42. AFTER INITIAL TESTING, ALL BACKFLOW DEVICES SHALL BE TESTED ANNUALLY.
43. PRIOR TO PLACING ANY IRRIGATION SYSTEM IN SERVICE, AN ARIZONA CERTIFIED BACKFLOW DEVICE TESTER SHALL TEST THE BACKFLOW PREVENTION DEVICE AND GIVE A COPY OF THE PASSED TEST RESULTS TO THE PROPER GOVERNING AGENCIES.

## HARDSCAPE GENERAL NOTES:

1. CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES EXIST. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE DOCUMENTS SUBMITTED BY THE PROJECT CIVIL ENGINEER. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES OCCUR. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF ANY FIELD REVISIONS.
3. REFER TO CONSTRUCTION DOCUMENTS PREPARED BY THE PROJECT CIVIL ENGINEER FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROL DIMENSIONS.
4. CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL STRUCTURES REPRESENTED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) REVIEWED BY A REGISTERED STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION UNLESS OTHERWISE STATED.
5. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
6. CONTRACTOR SHALL HAVE SIDEWALKS SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE FOR SITE REVIEW.
7. UNLESS OTHERWISE NOTED IN THIS DOCUMENT SET OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" IN WIDTH, 4" THICK, 2500 PSI CONCRETE ON COMPACTED BASE PER SITE SOILS REPORT WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH PERPENDICULAR TO DIRECTION OF TRAVEL WITH 1/2" RADIUS TOOLED EDGES.
8. RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF HARDSCAPE MATERIAL SPECIFIED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR REMOVING STAINS AND SPILLS ON FINISHED HARDSCAPE IMMEDIATELY.
11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING FINISHED WORK UNTIL PROJECT ACCEPTANCE BY OWNER/OWNER'S REPRESENTATIVE.

## GRADING GENERAL NOTES:

1. CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND MAINTAIN AND/OR CREATE DRAINAGE SPECIFIED ON THE PROJECT CIVIL ENGINEERS CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL KEEP DRAINAGE WAYS AND NATURAL FLOW CHANNELS SPECIFIED FREE FROM OBSTRUCTIONS THAT MAY IMPAIR FLOW.
2. FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT. ALL GRADING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO PLANTING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY CALICHES ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER.
4. FINISH GRADE OF ALL PLANTING AREAS SHALL COMPLY WITH PART 3 OF THE PLANTING SPECIFICATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CREATING A NATURAL UNDULATING GROUNDPLANE IN ALL PLANTING AREAS AT/PER THE DIRECTION OF THE LANDSCAPE ARCHITECT.

## GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON 10/23/19 Date Signed ARIZONA U.S.A. EXP. 12-31-21
PRELIMINARY NOT FOR CONSTRUCTION

# Roosevelt Park
## Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
mattamyHOMES

## General Notes

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revisions: 1, 2, 3

issued for:
- ☐ design dev.
- ☐ progress set
- ■ city submittal
- ☐ bid package
- ☐ construction

| | |
|---|---|
| title | General Notes |
| date issued | 10.23.19 |
| scale | N/A |
| drawn by | JC, KB |
| checked by | AB |
| project number | 95-035-16 |
| review number | |
| sheet number | LA0.1 |

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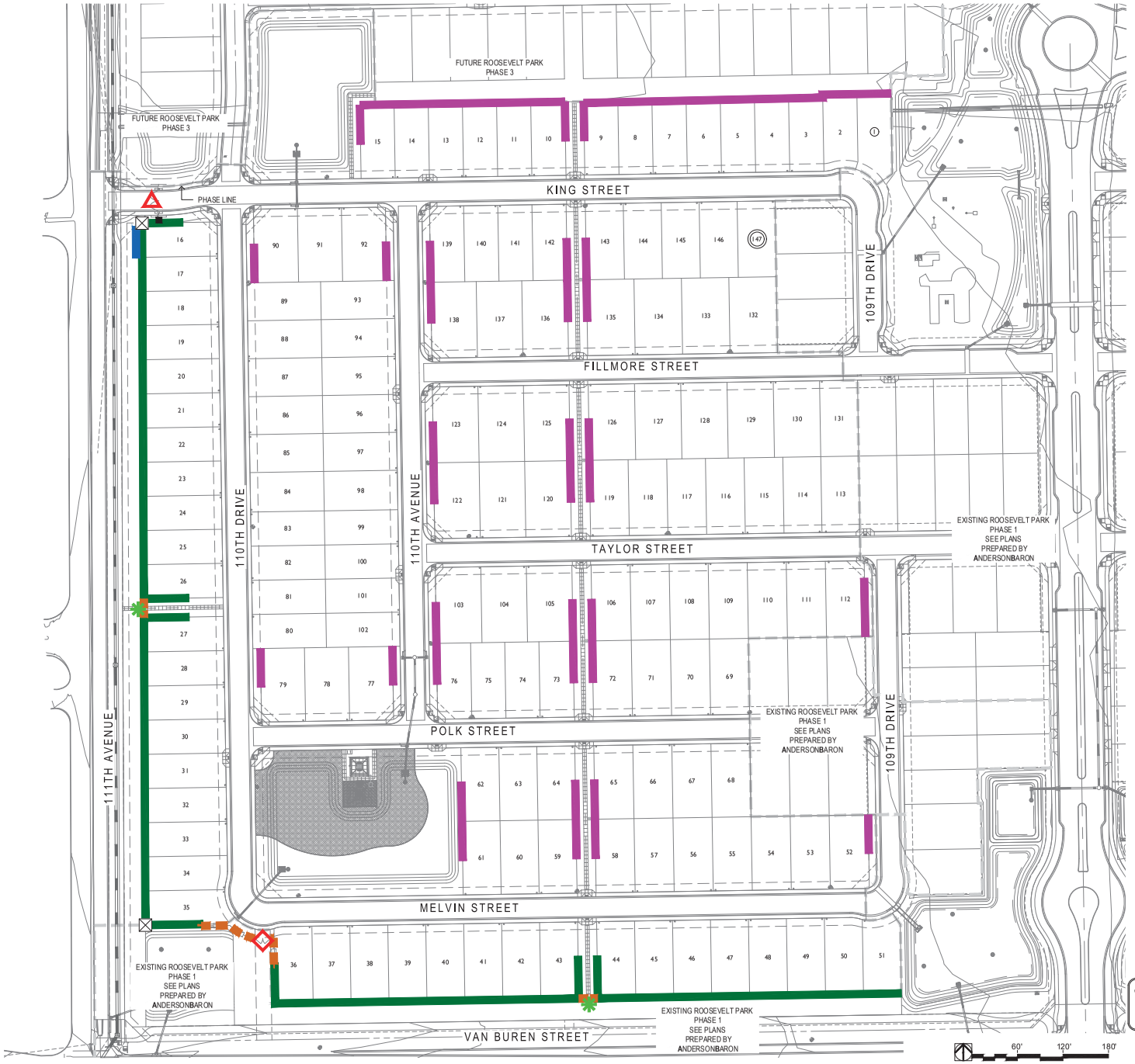


## WALL LEGEND

| SYMBOL | DESCRIPTION | DETAIL | QTY. |
|---|---|---|---|
| | THEME WALL | DETAIL 2, WALL DETAILS | 2,115 LF |
| | SECONDARY THEME WALL | DETAIL 1, WALL DETAILS | 2,465 LF |
| | VIEW FENCE | DETAIL 3, WALL DETAILS | 159 LF |
| | ENTRY MONUMENT WALLS | DETAIL 1, 111TH AVE. MONUMENTATION | 42 LF |
| | ENTRY GATE WALLS | DETAIL 1, 111TH AVE. EXIT | 8 LF |
| | THEME COLUMN | DETAIL 2, WALL DETAILS | 2 |
| | PEDESTRIAN GATE | DETAIL 4, SHEET LA6.2 | 2 |
| | VEHICULAR GATES (EXIT ONLY) | DETAIL 1, 111TH AVE. EXIT | 1 |
| | EASEMENT ACCESS GATE | DETAIL 5, SHEET LA6.2 | 1 |

## GENERAL WALL NOTES

1. ALL WALLS TO TERMINATE WITH A TURNED END WALL END 45'-0" FROM PROPERTY LINE.
2. QUANTITIES SHOWN ARE FOR BIDDING AND PERMITTING PURPOSES ONLY, CONTRACTOR TO VERIFY.
3. CONTRACTOR TO VERIFY SIDEYARD RETURN LOCATIONS WITH HOMEBUILDER PRIOR TO CONSTRUCTION. (SIDEYARD RETURNS BUILT BY HOMEBUILDER)
4. CONTRACTOR TO INSTALL A 8" X 6" CONCRETE HEADER FROM END OF WALL CENTERED ON PROPERTY LINE TO BACK OF CURB OR SIDEWALK.
5. QUANTITIES SHOWN FOR TOTAL LENGTHS OF ALL WALL PLAN SHEETS

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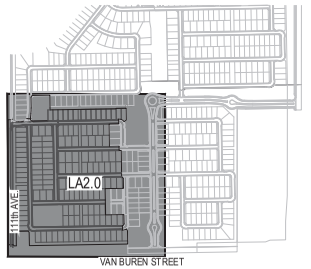


Key Map Not To Scale

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Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Wall Plan

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revisions
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3

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| | |
|---|---|
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| date issued | 10.23.19 |
| scale | 1" = 60'-0" |
| drawn by | JC, KB |
| checked by | AB |
| project number | 95-035-16 |
| review number | |
| sheet number | LA2.0 |

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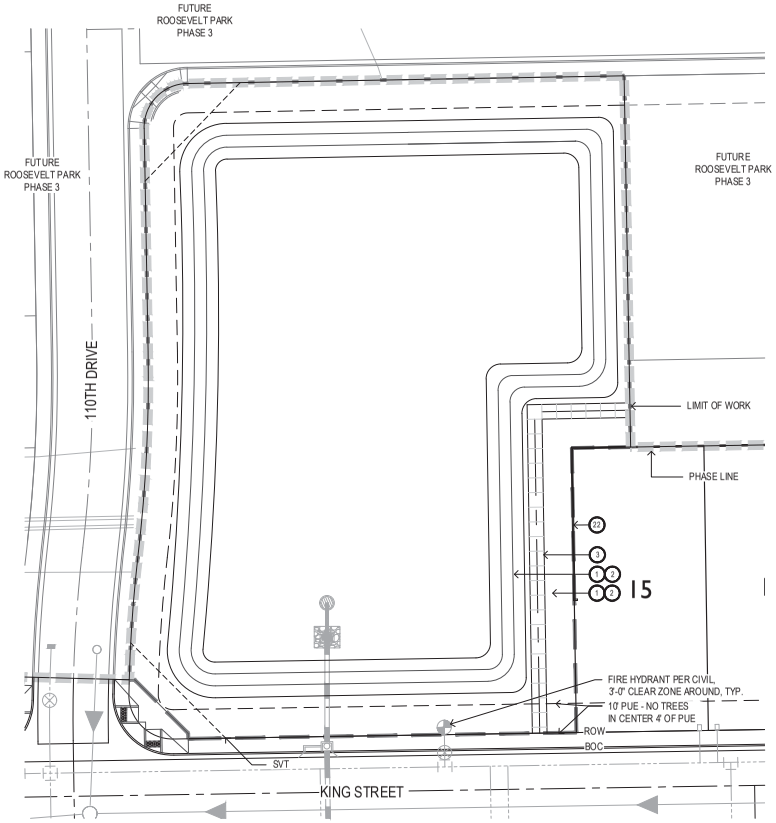


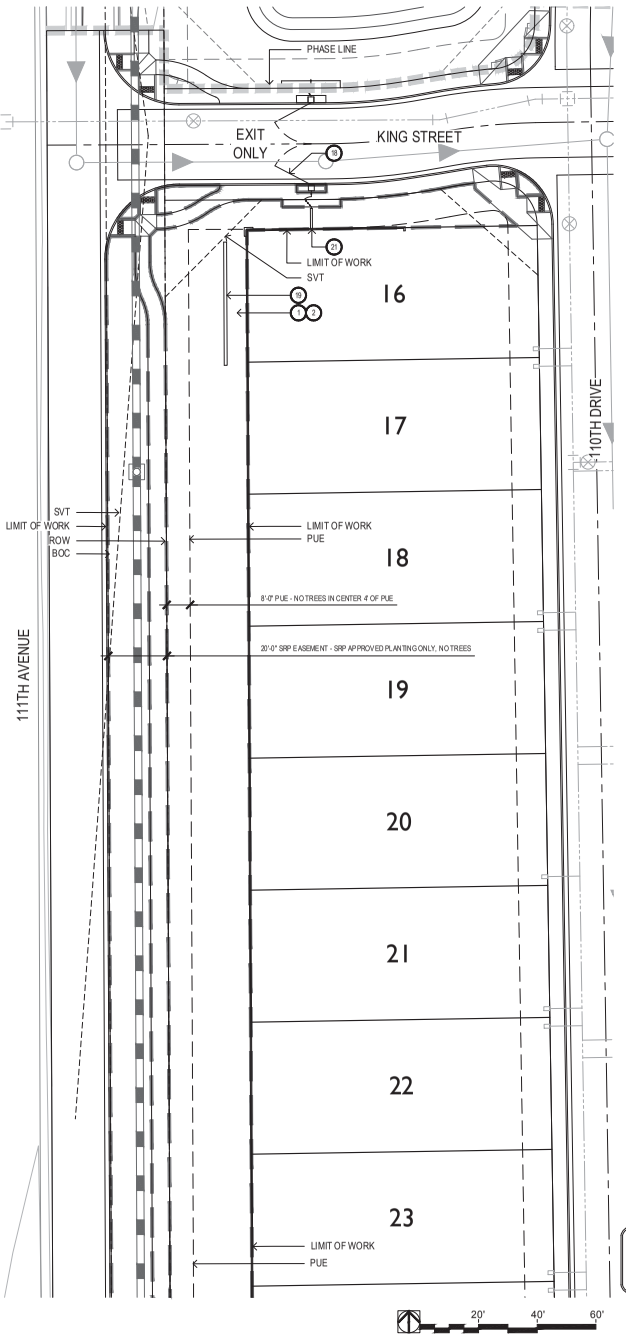


## KEYNOTES

1. LANDSCAPE AREA - SEE LANDSCAPE PLANS, SHEETS LA3.1 - LA3.3
2. DECOMPOSED GRANITE - SEE DETAIL 5, SHEET LA7.1
3. CONCRETE SIDEWALK - SEE DETAILS 5 & 6 LA6.1
4. CONCRETE HEADER - SEE DETAIL 9, SHEET LA6.1
5. CONCRETE TURNDOWN - SEE DETAIL 7, SHEET LA6.1
6. CONCRETE HEADER TURNDOWN - SEE DETAILS 8, SHEET LA6.1
7. WOOD FIBER - SEE DETAIL 2, SHEET LA6.2
8. TURF - SEE DETAIL 2, SHEET LA7.2
9. RAMADA
10. TENSILE SHADE STRUCTURE
11. PLAY STRUCTURE - SEE DETAIL 4, SHEET LA6.1
12. LARGE PICNIC TABLE - SEE DETAIL 4, SHEET LA6.1
13. BIKE RACK - SEE DETAIL 2, SHEET LA6.1
14. TRASH RECEPTACLE - SEE DETAIL 3, SHEET LA6.1
15. PET WASTE STATION - SEE DETAIL 3, SHEET LA6.2
16. POST MOUNTED CHARCOAL GRILL - SEE DETAIL 1, SHEET LA6.1
17. E.P.D.M. ADA ACCESS RAMP INTO WOOD FIBER - SEE DETAIL 1, SHEET LA6.2
18. 111TH AVE. ENTRY GATE - SEE ELEVATION A, SHEET 111TH AVE. ENTRY
19. ENTRY MONUMENT - SEE ELEVATION 1, SHEET 111TH AVE. ENTRY MONUMENT
20. VIEW FENCE - SEE ELEVATION 3, SHEET WALL DETAILS
21. THEME WALL WITH THEME COLUMN - SEE ELEVATION 2, SHEET WALL DETAILS
22. SECONDARY THEME WALL - SEE ELEVATION 2, SHEET WALL DETAILS
23. BOLLARD LIGHT - SEE DETAIL 1, SHEET LA6.3
24. AREA LIGHT - SEE DETAIL 1, SHEET LA6.4 AND SHEET LA6.5
25. RAMADA LIGHT - SEE DETAIL 2, SHEET LA6.3

## GENERAL LANDSCAPE NOTES

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Key Map Not To Scale

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Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Layout Plan

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3

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- design dev.
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title: Layout Plan
date issued: 10.23.19
scale: 1" = 20'-0"
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA2.1

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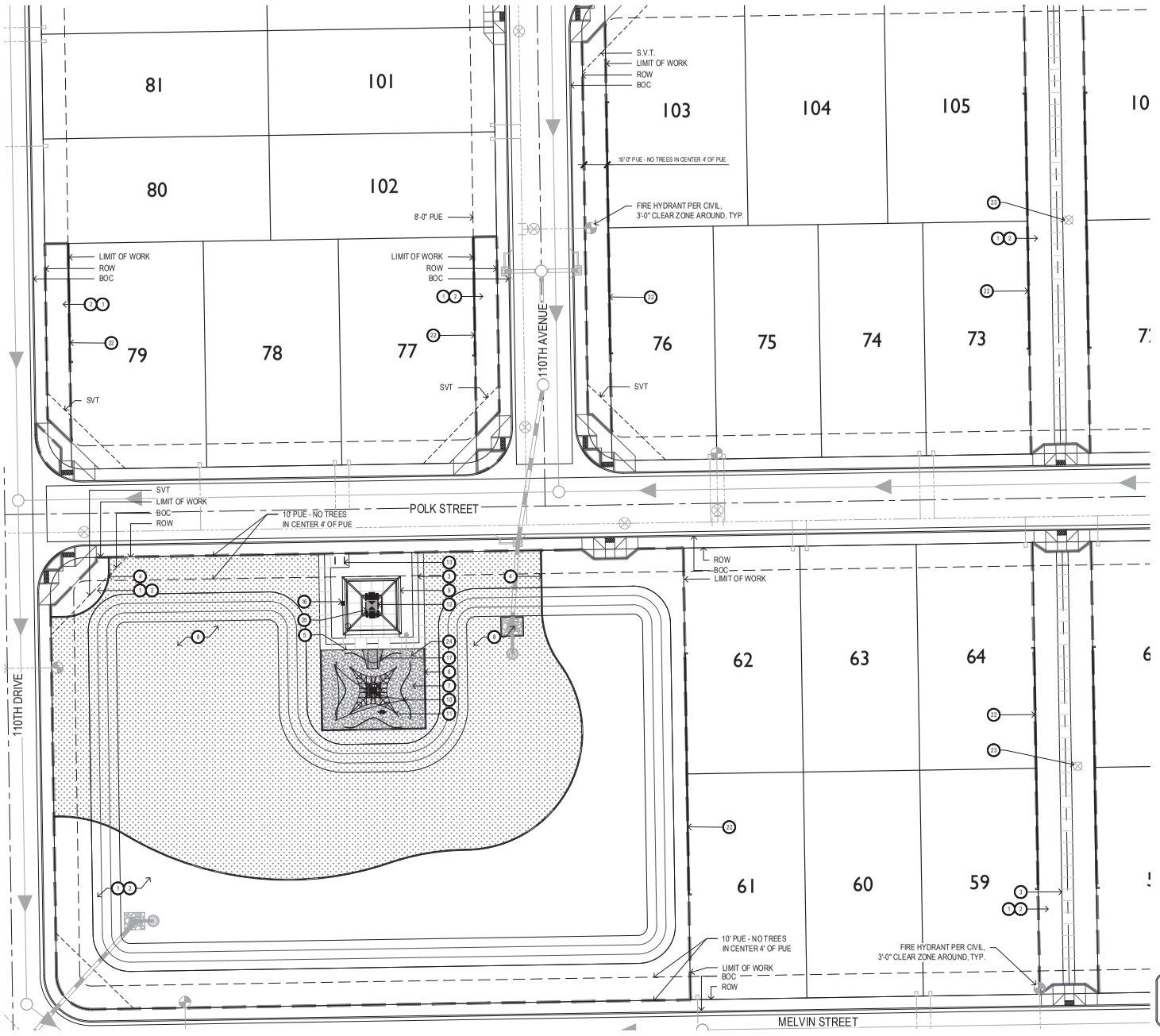


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22. SECONDARY THEME WALL - SEE ELEVATION 2, SHEET WALL DETAILS
23. BOLLARD LIGHT - SEE DETAIL 1, SHEET LA6.3
24. AREA LIGHT - SEE DETAIL 1, SHEET LA6.4 AND SHEET LA6.5
25. RAMADA LIGHT - SEE DETAIL 2, SHEET LA6.3

## GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
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3. THE PROPERTY OWNER AND OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE (SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
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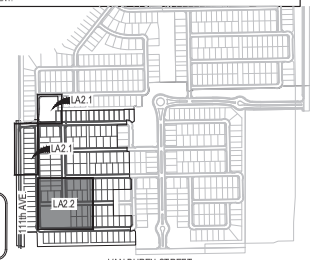


Key Map Not To Scale

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or dial Arizona811.com
In Maricopa County: (602) 263-1100

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JAMES ANDREW BARON 43446 REGISTERED LANDSCAPE ARCHITECT 12-31-20

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Layout Plan

mattamyHOMES

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revisions
1
2
3

issued for
- design dev.
- progress set
- city submittal
- bid package
- construction

title: Layout Plan
date issued: 10.23.19
scale: 1" = 20'-0"
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA2.2

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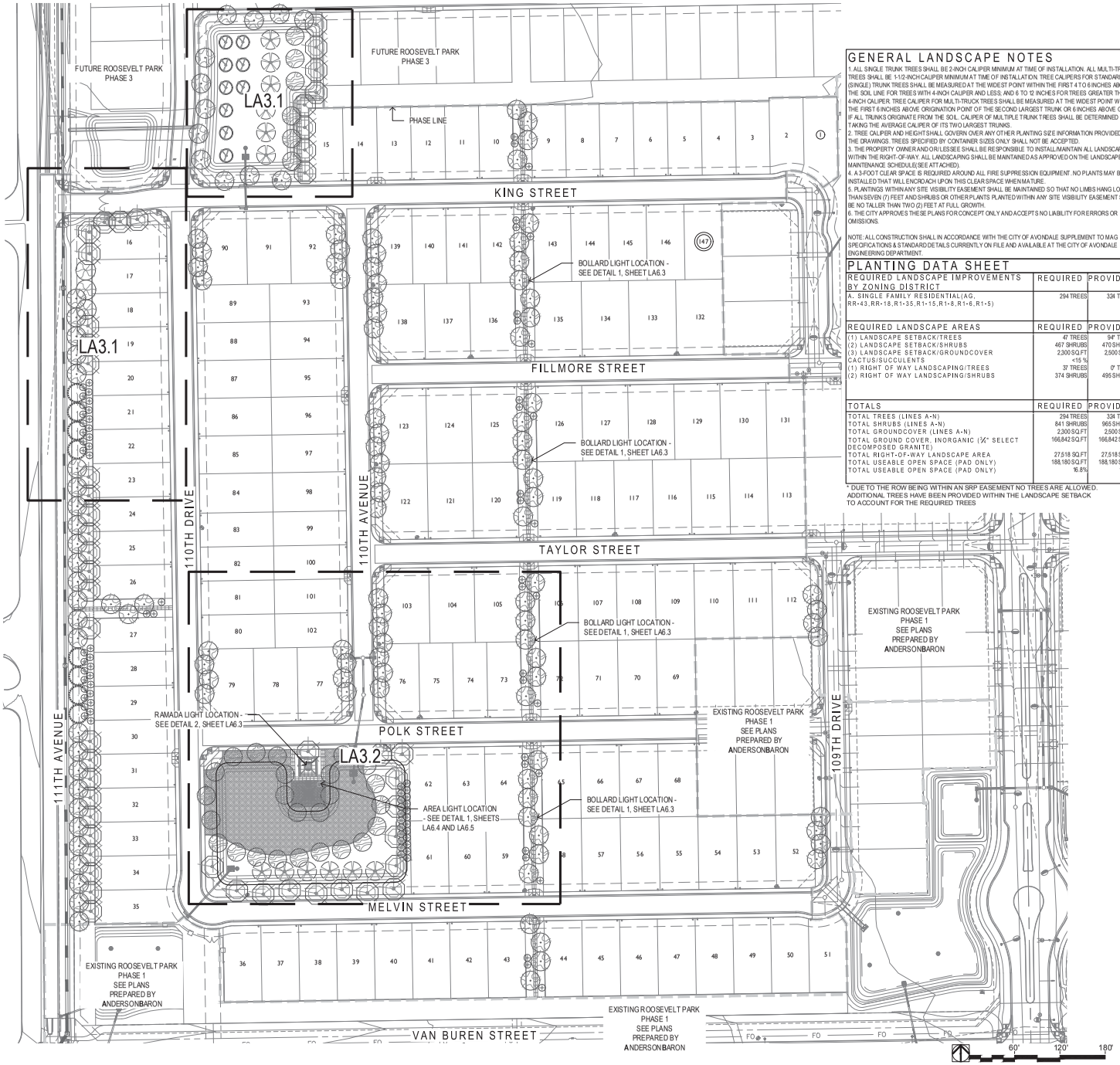


## GENERAL LANDSCAPE NOTES

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## PLANTING DATA SHEET

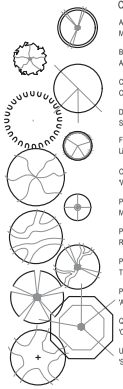
| REQUIRED LANDSCAPE IMPROVEMENTS BY ZONING DISTRICT | REQUIRED | PROVIDED |
|---|---|---|
| A. SINGLE FAMILY RESIDENTIAL(AG, RR-43,RR-18,R1-35,R1-15,R1-8,R1-6,R1-5) | 294 TREES | 324 TREES |

| REQUIRED LANDSCAPE AREAS | REQUIRED | PROVIDED |
|---|---|---|
| (1) LANDSCAPE SETBACK/TREES | 47 TREES | 54* TREES |
| (2) LANDSCAPE SETBACK/SHRUBS | 467 SHRUBS | 470 SHRUBS |
| (3) LANDSCAPE SETBACK/GROUNDCOVER | 2,300 SQ.FT | 2,500 SQ.FT |
| CACTUS/SUCCULENTS | <15 % | 7% |
| (1) RIGHT OF WAY LANDSCAPING/TREES | 37 TREES | 0* TREES |
| (2) RIGHT OF WAY LANDSCAPING/SHRUBS | 374 SHRUBS | 495 SHRUBS |

| TOTALS | REQUIRED | PROVIDED |
|---|---|---|
| TOTAL TREES (LINES A-N) | 294 TREES | 324 TREES |
| TOTAL SHRUBS (LINES A-N) | 841 SHRUBS | 965 SHRUBS |
| TOTAL GROUNDCOVER (LINES A-N) | 2,300 SQ.FT | 2,500 SQ.FT |
| TOTAL GROUND COVER, INORGANIC (¾" SELECT DECOMPOSED GRANITE) | 166,842 SQ.FT | 166,842 SQ.FT |
| TOTAL RIGHT-OF-WAY LANDSCAPE AREA | 27,518 SQ.FT | 27,518 SQ.FT |
| TOTAL USEABLE OPEN SPACE (PAD ONLY) | 188,180 SQ.FT | 188,180 SQ.FT |
| TOTAL USEABLE OPEN SPACE (PAD ONLY) | 16.8% | 16.8% |

* DUE TO THE ROW BEING WITHIN AN SRP EASEMENT NO TREES ARE ALLOWED. ADDITIONAL TREES HAVE BEEN PROVIDED WITHIN THE LANDSCAPE SETBACK TO ACCOUNT FOR THE REQUIRED TREES

## PLANT MATERIALS LEGEND



Trees

| Botanical Name / Common Name | Height (in feet) | Width | Caliper (in inches) |
|---|---|---|---|
| Acacia aneura<br>Mulga Acacia | 7.0-9.0 | 4.0-6.0 | 2.0 |
| Bauhinia lunaroides<br>Anacacho Orchid Tree | 5.0-8.0 | 3.0-4.0 | 2.0 |
| Chilopa lashkinensis<br>Chilalpa | 8.0-10.0 | 5.0-7.0 | 2.0 |
| Delbergia sissoo<br>Sissoo | 10.0-12.0 | 5.0-7.0 | 2.0 |
| Fraxinus greggii<br>Little Leaf Ash - Multi Trunk | 5.0-7.0 | 1.5-2.5 | 1.5 Min. |
| Olea europea<br>'Wilsonii' Olive - Multi Trunk | 8.0-10.0 | 5.0-7.0 | 1.5 Min. |
| Pistacia lentiscus<br>Mastic Tree - Multi Trunk | 5.0-6.0 | 1.5-2.0 | 1.5 Min. |
| Pistacia chinensis 'Red Push'<br>Red Push Pistache | 9.0-11.0 | 4.0-5.0 | 2.0 |
| Pithecellobium flexicaule<br>Texas Ebony - Multi Trunk | 7.0-9.0 | 5.0-6.0 | 1.5 Min. |
| Prosopis hybrid<br>'AZT' Mesquite - Multi-Trunk | 4.0-5.0 | 2.0-3.0 | 1.5 Min. |
| Quercus virginiana<br>'Cathedral' Oak | 10.0-12.0 | 5.0-7.0 | 2.0 |
| Ulmus parvifolia<br>'Sempervirens' Elm | 10.0-12.0 | 6.0-8.0 | 2.0 |

| Extra Large Shrubs | Size |
|---|---|
| Bougainvillea sp. | 5 gal. |
| Caesalpinia gilliesi<br>Yellow Bird of Paradise | 5 gal. |
| Caesalpinia mexicana<br>Mexican Bird of Paradise | 5 gal. |
| Cordia Boissieri<br>Anacahuita | 5 gal. |
| Dodonea viscosa<br>Hopbush | 5 gal. |
| Tecoma spp. | 5 gal. |
| Vauquelinia californica<br>Arizona Rosewood | 5 gal. |
| **Large Shrubs** | **Size** |
| Cassia artemisioides 'Silver'<br>Silver Cassia | 5 gal. |
| Leucophyllum sp. | 5 gal. |
| Ligustrum japonicum<br>Japanese Privet | 5 gal. |
| Simmondsia Chinensis<br>Jojoba | 5 gal. |
| Nerium Oleander 'Little Red'<br>Oleander 'Little Red' | 5 gal. |
| **Medium Shrubs** | **Size** |
| Eremophila sp. | 5 gal. |
| Leucophyllum frutescens 'compacta'<br>Compact Texas Sage | 5 gal. |
| Ruellia brittoniana<br>Ruellia | 5 gal. |
| Teucrium fruticans<br>Bush Germander | 5 gal. |
| **Small Shrubs** | **Size** |
| Buxus microphylla japonica<br>Green Beauty Boxwood | 5 gal. |
| Callistemon viminalis 'Little John'<br>Little John Bottle Brush | 5 gal. |
| Guara lindheimeri<br>Pink Guara | 1 gal. |
| Russelia equisitiformis<br>Coral Fountain | 5 gal. |
| **Inerts** | **Size** |
| No Symbol | Decomposed Granite - Express Camel (or approved equal) |
| | 2" Depth in All Planting Areas |
| | Turf - Midiron Sod |
| | 6" Concrete Header<br>See Detail 2, Sheet LA6.1 |

| Groundcovers | Size |
|---|---|
| Eremophila prostrata<br>Outback Sunrise Eremophila | 1 gal. |
| Gazania rigens 'Sun Gold'<br>Trailing Yellow Gazania | 1 gal. |
| Lantana sp. | 1 gal. |
| Rosmarinus officinalis 'Prostratus'<br>Trailing Rosemary | 1 gal. |
| Teucrium chamaedrys 'prostratum'<br>Prostrate Germander | 1 gal. |
| **Cacti/ Accents** | **Size** |
| Agave spp. | 5 gal. |
| Aloe barbadiensis<br>Medicinal Aloe | 5 Gal. |
| Bouteloua gracilis<br>Blond Ambition | 1 gal |
| Cereus hildmannianus<br>Queen of the Night | 5 gal. |
| Dasylirion sp. | 5 gal. |
| Euphorbia spp. | 1 gal |
| Hesperaloe sp. Pink Parade<br>Pink Parade Hesperaloe | 3 gal. |
| Hesperaloe parviflora<br>'Brakelights' Red Yucca | 3 gal. |
| Muhlenbergia lindheimeri<br>'Autumn Glow' | 5 gal. |
| Muhlenbergia rigens<br>Deer Grass | 1 gal. |
| Muhlenbergia rigida 'Nashville'<br>Nashville Muhly Grass | 5 gal. |
| Nolina matapensis<br>Beargrass | 5 gal. |
| Opuntia sp. | 5 gal. |
| Portulacaria afra minima<br>Dwarf Elephant Food | 5 gal. |
| Yucca sp. | 5 gal. |
| **Vines** | **Size** |
| Bougainvillea 'California Gold'<br>Orange Bougainvillea | 5 gal |
| Ficus pumila<br>Creeping Fig | 5 gal |

Contact Arizona 811 at least two full working days before you begin excavation
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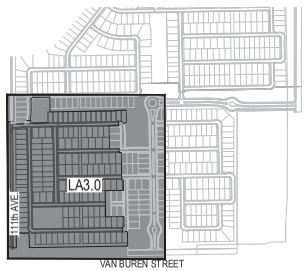
In Maricopa County: (602) 263-1100




Key Map — Not To Scale

andersonbaron
plan • design • achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7986

REGISTERED LANDSCAPE ARCHITECT ANDREW B. BARON 2021 EXP. 12.31.21

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Overall Planting Plan

mattamyHOMES

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revisions
1
2
3

issued for
- design dev.
- progress set
- city submittal
- bid package
- construction

title: Overall Planting Plan
date issued: 10.23.19
scale: 1" = 60'-0"
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA3.0

\\FSERVER\Projects\Mattamy\Roosevelt Park\Drawings\Pre-Plat\Phase 2\03-Planting_RP-P2.dwg

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| **REQUIRED LANDSCAPE AREAS** | **REQUIRED** | **PROVIDED** |
| (1) LANDSCAPE SETBACK/TREES | 47 TREES | 94* TREES |
| (2) LANDSCAPE SETBACK/SHRUBS | 467 SHRUBS | 470 SHRUBS |
| (3) LANDSCAPE SETBACK/GROUNDCOVER | 2,300 SQ.FT | 2,500 SQ.FT |
| CACTUS/SUCCULENTS | <15% | 7 % |
| (1) RIGHT OF WAY LANDSCAPING/TREES | 37 TREES | 0* TREES |
| (2) RIGHT OF WAY LANDSCAPING/SHRUBS | 374 SHRUBS | 495 SHRUBS |
| **TOTALS** | **REQUIRED** | **PROVIDED** |
| TOTAL TREES (LINES A-N) | 294 TREES | 324 TREES |
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| TOTAL GROUND COVER, INORGANIC (¾" SELECT DECOMPOSED GRANITE) | 166,842 SQ.FT | 166,842 SQ.FT |
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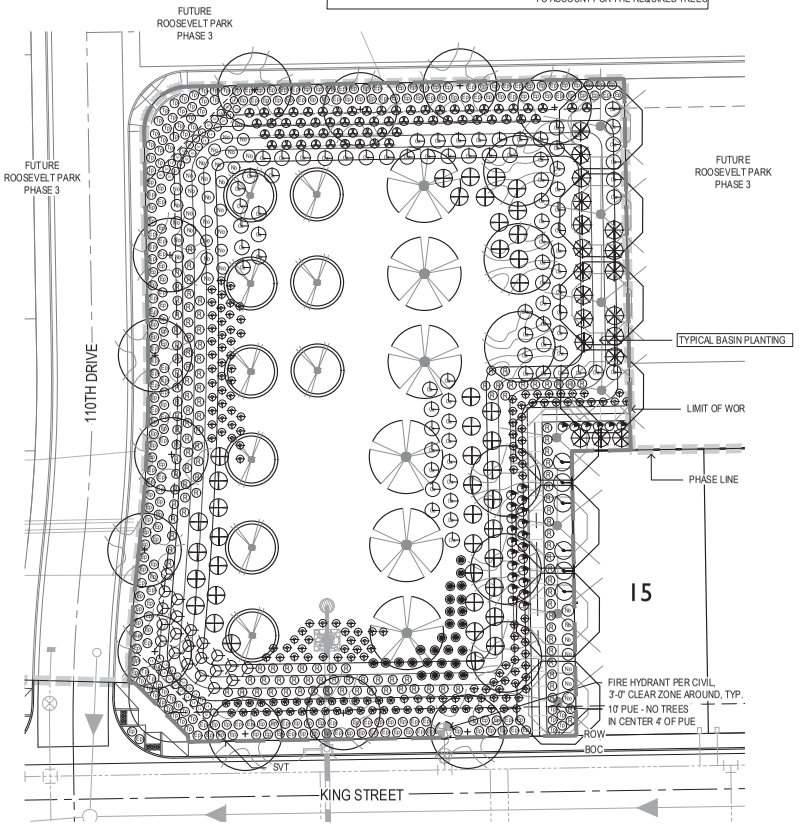
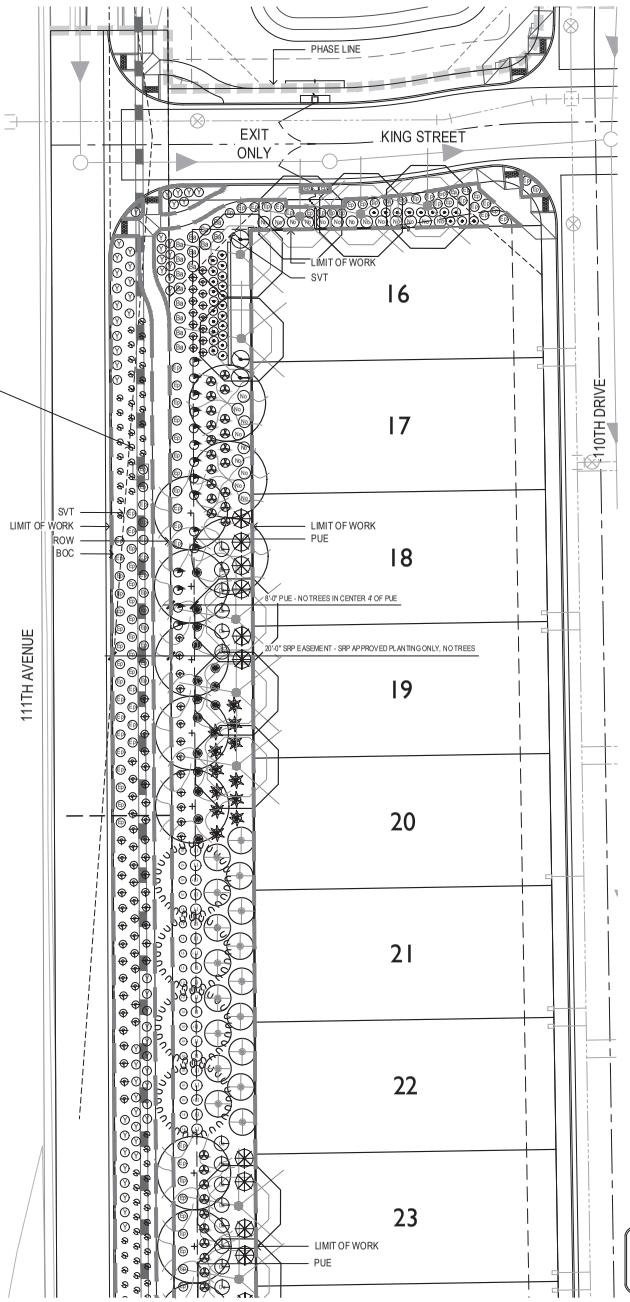
TYPICAL COLLECTOR PLANTING (111TH AVENUE)
REQUIRED: 4 TREE AND 40 SHRUBS EVERY 100 LINEAR FEET OF ROW.
934 L.F. - 37 TREES, 374 SHRUBS.
PROVIDED: 0* TREES, 495 SHRUBS
REQUIRED: 5 TREE AND 50 SHRUBS EVERY 100 LINEAR FEET OF LANDSCAPE SETBACK.
934 L.F. - 47 TREES, 467 SHRUBS.
PROVIDED: 94* TREES, 470 SHRUBS
* DUE TO THE ROW BEING WITHIN AN SRP EASEMENT NO TREES ARE ALLOWED. ADDITIONAL TREES HAVE BEEN PROVIDED WITHIN THE LANDSCAPE SETBACK TO ACCOUNT FOR THE REQUIRED TREES

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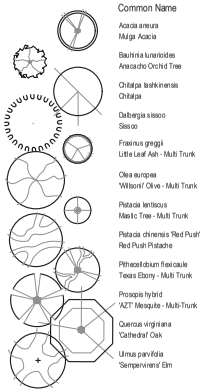

Trees

| Botanical Name / Common Name | Height (in feet) | Width | Caliper (in inches) |
|---|---|---|---|
| Acacia aneura<br>Mulga Acacia | 7.0-9.0 | 4.0-6.0 | 2.0 |
| Bauhinia lunarioides<br>Anacacho Orchid Tree | 5.0-8.0 | 3.0-4.0 | 2.0 |
| Chilopsis linearis linearis<br>Chilopa | 8.0-10.0 | 5.0-7.0 | 2.0 |
| Delbergia sissoo<br>Sissoo | 10.0-12.0 | 5.0-7.0 | 2.0 |
| Fraxinus greggii<br>Little Leaf Ash - Multi Trunk | 5.0-7.0 | 1.5-2.5 | 1.5 Min. |
| Olea europea<br>'Wilsonii' Olive - Multi Trunk | 8.0-10.0 | 5.0-7.0 | 1.5 Min. |
| Pistacia lentiscus<br>Mastic Tree - Multi Trunk | 5.0-6.0 | 1.5-2.0 | 1.5 Min. |
| Pistacia chinensis 'Red Push'<br>Red Push Pistache | 9.0-11.0 | 4.0-5.0 | 2.0 |
| Pithecellobium flexicaule<br>Texas Ebony - Multi Trunk | 7.0-9.0 | 5.0-6.0 | 1.5 Min. |
| Prosopis hybrid<br>'AZT' Mesquite - Multi-Trunk | 4.0-5.0 | 2.0-3.0 | 1.5 Min. |
| Quercus virginiana<br>'Cathedral' Oak | 10.0-12.0 | 5.0-7.0 | 2.0 |
| Ulmus parvifolia<br>'Sempervirens' Elm | 10.0-12.0 | 6.0-8.0 | 2.0 |

| Extra Large Shrubs | Size |
|---|---|
| Bougainvillea sp. | 5 gal. |
| Caesalpinia gilliesi<br>Yellow Bird of Paradise | 5 gal. |
| Caesalpinia mexicana<br>Mexican Bird of Paradise | 5 gal. |
| Cordia Boissieri<br>Anacahuita | 5 gal. |
| Dodonea viscosa<br>Hopbush | 5 gal. |
| Tecoma spp. | 5 gal. |
| Vauquelinia californica<br>Arizona Rosewood | 5 gal. |
| **Large Shrubs** | **Size** |
| Cassia artemisioides 'Silver'<br>Silver Cassia | 5 gal. |
| Leucophyllum sp. | 5 gal. |
| Ligustrum japonicum<br>Japanese Privet | 5 gal. |
| Simmondsia Chinensis<br>Jojoba | 5 gal. |
| Nerium Oleander 'Little Red'<br>Oleander 'Little Red' | 5 gal. |
| **Medium Shrubs** | **Size** |
| Eremophila sp. | 5 gal. |
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| Ruellia brittoniana<br>Ruellia | 5 gal. |
| Teucrium fruticans<br>Bush Germander | 5 gal. |
| **Small Shrubs** | **Size** |
| Buxus microphylla japonica<br>Green Beauty Boxwood | 5 gal. |
| Callistemon viminalis 'Little John'<br>Little John Bottle Brush | 5 gal. |
| Guara lindheimeri<br>Pink Guara | 1 gal. |
| Russelia equisitiformis<br>Coral Fountain | 5 gal. |
| **Inerts** | **Size** |
| No Symbol | Decomposed Granite - Express Carmel (or approved equal) 2" Depth in All Planting Areas |
| | Turf - Midiron Sod |
| | 6" Concrete Header See Detail 2, Sheet LA6.1 |

| Groundcovers | Size |
|---|---|
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| Gazania rigens 'Sun Gold'<br>Trailing Yellow Gazania | 1 gal. |
| Lantana sp. | 1 gal. |
| Rosmarinus officinalis 'Prostratus'<br>Trailing Rosemary | 1 gal. |
| Teucrium chamaedrys 'prostratum'<br>Prostrate Germander | 1 gal. |
| **Cacti/ Accents** | **Size** |
| Agave spp. | 5 gal. |
| Aloe barbadiensis<br>Medicinal Aloe | 5 Gal. |
| Bouteloua gracilis<br>Blond Ambition | 1 gal |
| Cereus hildmannianus<br>Queen of the Night | 5 gal. |
| Dasylirion sp. | 5 gal. |
| Euphorbia spp. | 1 gal |
| Hesperaloe sp. Pink Parade<br>Pink Parade Hesperaloe | 3 gal. |
| Hesperaloe parviflora<br>'Brakelights' Red Yucca | 3 gal. |
| Muhlenbergia lindheimeri<br>'Autumn Glow' | 5 gal. |
| Muhlenbergia rigens<br>Deer Grass | 1 gal. |
| Muhlenbergia rigida 'Nashville'<br>Nashville Muhly Grass | 5 gal. |
| Nolina matapensis<br>Beargrass | 5 gal. |
| Opuntia sp. | 5 gal. |
| Portulacaria afra minima<br>Dwarf Elephant Food | 5 gal. |
| Yucca sp. | 5 gal. |
| **Vines** | **Size** |
| Bougainvillea 'California Gold'<br>Orange Bougainvillea | 5 gal |
| Ficus pumila<br>Creeping Fig | 5 gal |

Contact Arizona 811 at least two full working days before you begin excavation
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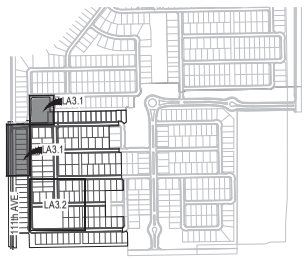


Key Map — Not To Scale

20' 40' 60'

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50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7986

REGISTERED LANDSCAPE ARCHITECT
JOSEPH MILAN ANDERSON BARON
032319
EXP. 2.31.21

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Planting Plan

mattamyHOMES

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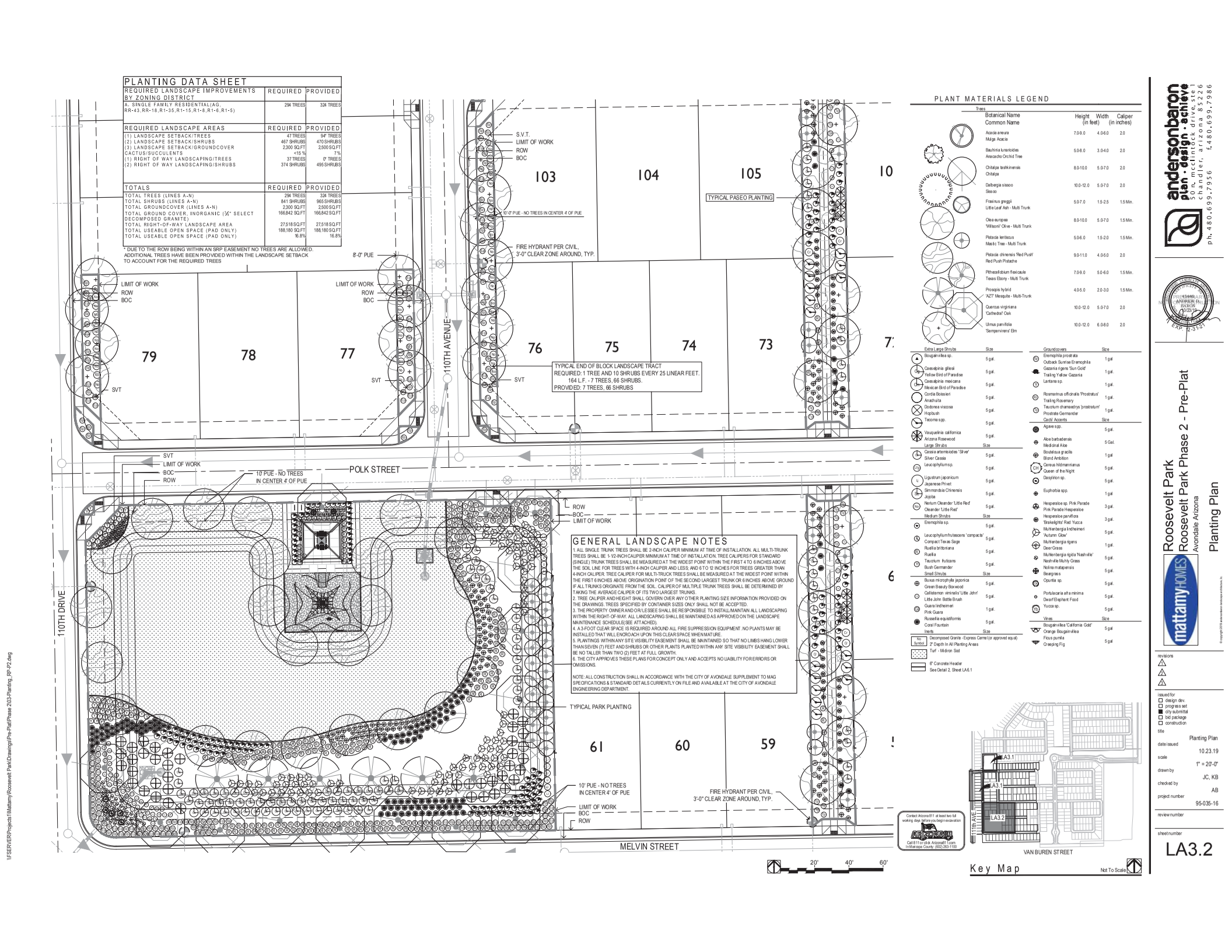
revisions

issued for
- design dev.
- progress set
- city submittal
- bid package
- construction

title: Planting Plan
date issued: 10.23.19
scale: 1" = 20'-0"
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number
sheet number: LA3.1

\\FSERVER\Projects1\Mattamy\Roosevelt Park\Drawings\Pre-Plat\Phase 2\03-Planting_RP-P2.dwg


PLANTING DATA SHEET
REQUIRED LANDSCAPE IMPROVEMENTS BY ZONING DISTRICT
A, SINGLE FAMILY RESIDENTIAL(AG, RR-43, RR-18, R1-35, R1-15, R1-8, R1-6, R1-5)
REQUIRED
PROVIDED
294 TREES
334 TREES
REQUIRED LANDSCAPE AREAS
(1) LANDSCAPE SETBACK/TREES
(2) LANDSCAPE SETBACK/SHRUBS
(3) LANDSCAPE SETBACK/GROUNDCOVER
CACTUS/SUCCULENTS
(1) RIGHT OF WAY LANDSCAPING/TREES
(2) RIGHT OF WAY LANDSCAPING/SHRUBS
47 TREES
467 SHRUBS
2,300 SQ.FT
<15 %
37 TREES
374 SHRUBS
94* TREES
470 SHRUBS
2,500 SQ.FT
7 %
0* TREES
495 SHRUBS
TOTALS
TOTAL TREES (LINES A-N)
TOTAL SHRUBS (LINES A-N)
TOTAL GROUNDCOVER (LINES A-N)
TOTAL GROUND COVER, INORGANIC (¾" SELECT DECOMPOSED GRANITE)
TOTAL RIGHT-OF-WAY LANDSCAPE AREA
TOTAL USEABLE OPEN SPACE (PAD ONLY)
TOTAL USEABLE OPEN SPACE (PAD ONLY)
294 TREES
841 SHRUBS
2,300 SQ.FT
166,842 SQ.FT
27,518 SQ.FT
188,180 SQ.FT
16.8%
334 TREES
965 SHRUBS
2,500 SQ.FT
166,842 SQ.FT
27,518 SQ.FT
188,180 SQ.FT
16.8%
* DUE TO THE ROW BEING WITHIN AN SRP EASEMENT NO TREES ARE ALLOWED. ADDITIONAL TREES HAVE BEEN PROVIDED WITHIN THE LANDSCAPE SETBACK TO ACCOUNT FOR THE REQUIRED TREES
S.V.T.
LIMIT OF WORK
ROW
BOC
TYPICAL PASEO PLANTING
10'-0" PUE - NO TREES IN CENTER 4' OF PUE
FIRE HYDRANT PER CIVIL, 3'-0" CLEAR ZONE AROUND, TYP.
8'-0" PUE
TYPICAL END OF BLOCK LANDSCAPE TRACT
REQUIRED: 1 TREE AND 10 SHRUBS EVERY 25 LINEAR FEET.
164 L.F. - 7 TREES, 66 SHRUBS.
PROVIDED: 7 TREES, 66 SHRUBS
110TH AVENUE
POLK STREET
10' PUE - NO TREES IN CENTER 4' OF PUE
110TH DRIVE
GENERAL LANDSCAPE NOTES
1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
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3. THE PROPERTY OWNER AND OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.
NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.
TYPICAL PARK PLANTING
FIRE HYDRANT PER CIVIL, 3'-0" CLEAR ZONE AROUND, TYP.
MELVIN STREET
VAN BUREN STREET
20'
40'
60'
PLANT MATERIALS LEGEND
Botanical Name / Common Name
Height (in feet)
Width (in feet)
Caliper (in inches)
Acacia aneura / Mulga Acacia 7.0-9.0 4.0-6.0 2.0
Bauhinia lunaroides / Anacacho Orchid Tree 5.0-8.0 3.0-4.0 2.0
Chilopa tashkinensis / Chilalpa 8.0-10.0 5.0-7.0 2.0
Delbergia sissoo / Sissoo 10.0-12.0 5.0-7.0 2.0
Fraxinus greggii / Little Leaf Ash - Multi Trunk 5.0-7.0 1.5-2.5 1.5 Min.
Olea europea 'Wilsonii' Olive - Multi Trunk 8.0-10.0 5.0-7.0 1.5 Min.
Pistacia lentiscus / Mastic Tree - Multi Trunk 5.0-6.0 1.5-2.0 1.5 Min.
Pistacia chinensis 'Red Push' / Red Push Pistache 9.0-11.0 4.0-5.0 2.0
Pithecellobium flexicaule / Texas Ebony - Multi Trunk 7.0-9.0 5.0-6.0 1.5 Min.
Prosopis hybrid 'AZT' Mesquite - Multi-Trunk 4.0-5.0 2.0-3.0 1.5 Min.
Quercus virginiana 'Cathedral' Oak 10.0-12.0 5.0-7.0 2.0
Ulmus parvifolia 'Sempervirens' Elm 10.0-12.0 6.0-8.0 2.0
Extra Large Shrubs
Bougainvillea sp. 5 gal.
Caesalpinia gilliesi 'Yellow Bird of Paradise' 5 gal.
Caesalpinia mexicana / Mexican Bird of Paradise 5 gal.
Cordia Boissieri / Anacahuita 5 gal.
Dodonea viscosa / Hopbush 5 gal.
Tecoma spp. 5 gal.
Vauquelinia californica / Arizona Rosewood 5 gal.
Large Shrubs
Cassia artemisioides 'Silver' / Silver Cassia 5 gal.
Leucophyllum sp. 5 gal.
Ligustrum japonicum / Japanese Privet 5 gal.
Simmondsia Chinensis / Jojoba 5 gal.
Nerium Oleander 'Little Red' / Oleander 'Little Red' 5 gal.
Medium Shrubs
Eremophila sp. 5 gal.
Leucophyllum frutescens 'compacta' / Compact Texas Sage 5 gal.
Ruellia brittoniana / Ruellia 5 gal.
Teucrium fruticans / Bush Germander 5 gal.
Small Shrubs
Buxus microphylla japonica / Green Beauty Boxwood 5 gal.
Callistemon viminalis 'Little John' / Little John Bottle Brush 5 gal.
Guara lindheimeri / Pink Guara 1 gal.
Russelia equisiformis / Coral Fountain 5 gal.
Inerts
Decomposed Granite - Express Camel (or approved equal) 2" Depth in All Planting Areas
Turf - Midiron Sod
6" Concrete Header See Detail 2, Sheet LA6.1
Groundcovers
Eremophila prostrata / Outback Sunrise Eremophila 1 gal.
Gazania rigens 'Sun Gold' / Trailing Yellow Gazania 1 gal.
Lantana sp. 1 gal.
Rosmarinus officinalis 'Prostratus' / Trailing Rosemary 1 gal.
Teucrium chamaedrys 'prostratum' / Prostrate Germander 1 gal.
Cacti/ Accents
Agave spp. 5 gal.
Aloe barbadiensis / Medicinal Aloe 5 Gal.
Boutelloua gracilis / Blond Ambition 1 gal
Cereus hildmannianus / Queen of the Night 5 gal.
Dasylirion sp. 5 gal.
Euphorbia spp. 1 gal
Hesperaloe sp. Pink Parade / Pink Parade Hesperaloe 3 gal.
Hesperaloe parviflora 'Brakelights' Red Yucca 3 gal.
Muhlenbergia lindheimeri 'Autumn Glow' 5 gal.
Muhlenbergia rigens / Deer Grass 1 gal.
Muhlenbergia rigida 'Nashville' / Nashville Muhly Grass 5 gal.
Nolina matapensis / Beargrass 5 gal.
Opuntia sp. 5 gal.
Portulacaria afra minima / Dwarf Elephant Food 5 gal.
Yucca sp. 5 gal.
Vines
Bougainvillea 'California Gold' 5 gal
Orange Bougainvillea 5 gal
Ficus pumila / Creeping Fig 5 gal
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Key Map
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LA3.1
LA3.2
110TH AVE
Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Planting Plan
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revisions
issued for
design dev.
progress set
city submittal
bid package
construction
title
Planting Plan
date issued
10.23.19
scale
1" = 20'-0"
drawn by
JC, KB
checked by
AB
project number
95-035-16
review number
sheet number
LA3.2
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ANDREW D. BARON
EXP. 12-31-20
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## GENERAL LANDSCAPE NOTES

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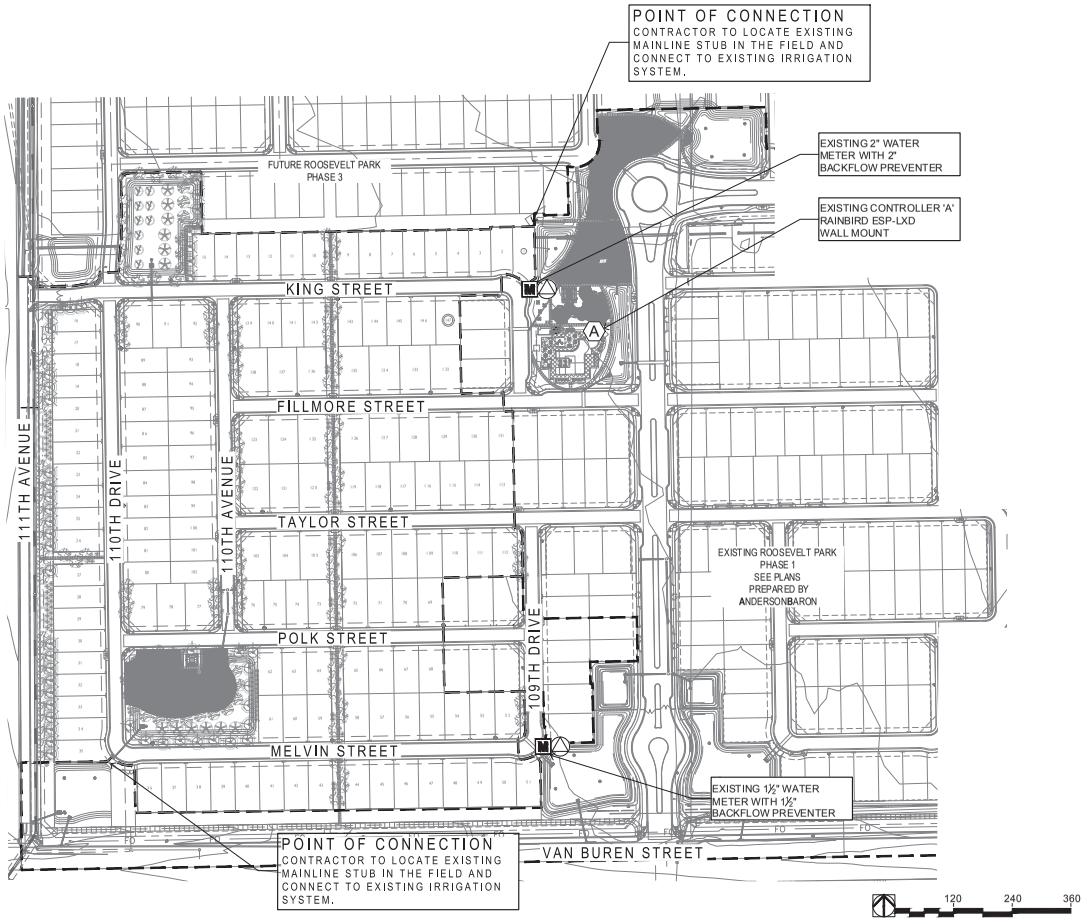


## IRRIGATION SCHEDULE- PHASE 1

| SYMBOL | MANUFACTURER | MODEL NUMBER | DESCRIPTION | DTL / SHEET |
|---|---|---|---|---|
| | PER CONTRACTOR | SCH 40 PVC (2½" AND SMALLER, GASKETED CL200 PVC FOR 3" AND LARGER | MAINLINE PIPE | 3,4 / LA7.3 |
| | PER CONTRACTOR | PVC IRRIGATION SLEEVE SEE NOTE #9 | SLEEVING | 3,5 / LA7.3 |
| | (1) 2" PVC SLEEVES (1) 4" PVC SLEEVE | (2) 2" PVC SLEEVES | (1) 2" PVC SLEEVE (1) 4" PVC SLEEVE | |
| T | PER CONTRACTOR | CLASS 200 PVC PIPE | PVC PIPING - TO TREE EMITTERS 1" UNLESS OTHERWISE SPECIFIED | 3 / LA7.3 4,5,6 / LA7.4 |
| S | PER CONTRACTOR | CLASS 200 PVC PIPE | PVC PIPING - TO SHRUB EMITTERS 1" UNLESS OTHERWISE SPECIFIED | 3 / LA7.3 4,7 / LA7.4 |
| | PER CONTRACTOR | CLASS 200 PVC PIPE | PVC PIPING - TO ROTORS AND SPRAY HEADS | 3 / LA7.3 |
| | | PER NOTE #5 | UNCONNECTED PIPE CROSSING | |
| A | RAINBIRD | ESP-LXD, SM70, IQ-NCC, DPU-210 AND LMR-KIT | WALL MOUNT 2-WIRE CONTROLLER WITH REMOTE CONTROL | 1 / LA7.3 |
| | FEBCO | 825YA-SIZE PER PLAN | BACKFLOW PREVENTER WITH STRONGBOX ENCLOSURE | 2 / LA7.3 3,4 / LA7.4 |
| | RAINBIRD | ___-EFB-CP | MASTER VALVE - NORMALLY CLOSED, SOLENOID ACTUATED | 2 / LA7.3 3,4 / LA7.4 |
| | RAINBIRD | FS___B | FLOW METER | 2 / LA7.3 3,4 / LA7.4 |
| | RAINBIRD | XCZ-PRB-100-COM | DRIP REMOTE CONTROL VALVE WITH BALL VALVE | 10,11,12 / LA7.3 1 / LA7.4 |
| | RAINBIRD | PESB-PRS-D | REMOTE CONTROL VALVE WITH BALL VALVE | 10,11,12 / LA7.3 2 / LA7.4 |
| | APOLLO | 102T-K SERIES | ISOLATION GATE VALVE 2" AND SMALLER | 6 / LA7.3 |
| | LEEMCO | LMV-BB SERIES | ISOLATION GATE VALVE 2½" AND LARGER | 7 / LA7.3 |
| | RAINBIRD | 44-RC, 44-K, SH-1 | QUICK-COUPLER WITH VALVE KEY AND SWIVEL | 11 / LA7.4 |
| | | PER DETAIL | DRIP FLUSH DEVICE | 8 / LA7.4 |
| | RAINBIRD | RD-06-S-PAB-F-VAN-1724 RD-06-S-PAB-F-1724F | SPRAY BODY WITH ROTARY NOZZLE @ 45PSI AND SWING JOINT | 9 / LA7.4 |
| | RAINBIRD | RD-06-S-PAB-F-VAN-18 RD-06-S-PAB-F-13-18F | SPRAY BODY WITH ROTARY NOZZLE @ 45PSI AND SWING JOINT | 9 / LA7.4 |

## IRRIGATION NOTES:

1. A BOOSTER PUMP MAY BE NEEDED IF PRESSURE IS TOO LOW. 45 PSI IS NEEDED AT THE SPRAY HEAD FOR PEAK PERFORMANCE.
2. ALL VALVE BOXES SHALL BE PURPLE OR TAN IN COLOR DEPENDING ON WHETHER IT IS POTABLE OR RECLAIMED WATER DISTRIBUTION. SEE PLANS.
3. ALL VALVES SHALL BE LOCATED IN LANDSCAPE AREAS, NOT TURF.
4. ALL CONTROL WIRING SHALL BE 2x14 G CABLE.
5. ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL 2" WIRE SLEEVE ADJACENT TO PIPE SLEEVE FOR ALL PAVEMENT CROSSINGS.
6. MAINLINE, LATERAL PVC PIPE OR POLYETHYLENE TUBING FROM DIFFERENT VALVES SHALL BE UNCONNECTED, WHETHER OR NOT SHOWN.
7. CONTRACTOR SHALL FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIALS OR STARTING ANY IRRIGATION INSTALLATION AND NOTIFY CONSULTANT OF ANY DIFFERENCE FROM STATED PRESSURE. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT HE ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS AS DIRECTED BY THE CONSULTANT.
8. INSTALL RAINBIRD PRESSURE COMPENSATING DRIP EMITTERS TO PLANT MATERIAL PER DETAILS AND THE FOLLOWING SCHEDULE.

| PLANT SIZE | EMITTER NUMBER | QUANTITY |
|---|---|---|
| CACTUS/ACCENTS | XBT-05-6 | 1 EACH |
| 1 GAL. SHRUB | XBT-10-6 | 2 EACH |
| 3 GAL. SHRUB | XBT-10-6 | 2 EACH |
| 5 GAL. SHRUB | XBT-10-6 | 2 EACH |
| 24" BOX TREE | XBT-10-6 | 4 EACH |
| 36" BOX TREE | XBT-10-6 | 6 EACH |
| 42" BOX TREE | XBT-20-6 | 8 EACH |
| 48" BOX TREE | XBT-20-6 | 8 EACH |

CONTRACTOR SHALL INCREASE OR DECREES EMITTER SIZING FOR SHRUBS AND SUCCULENTS BASED ON EXPOSURE.
EMITTERS ONLY ARE TO BE INSTALLED ABOVE GRADE AND ALL PIPING SHALL BE THOROUGHLY FLUSHED PRIOR TO EMITTER INSTALLATION AS PER DETAILS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY FLUSHING OF EMITTERS DUE TO CLOGGING FOR THE DURATION OF THE MAINTENANCE PERIOD AS OUTLINED IN THE LANDSCAPE SPECIFICATION. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL WHICH DIES DURING THE MAINTENANCE PERIOD AS A RESULT OF EMITTER CLOGGING.

VALVE KEY: CONTROLLER LETTER — STATION NUMBER
VALVE SIZE — # OF STATIONS
PLANT DESIGNATION:
T = TREE, S = SHRUB, RT = RECLAIMED TREE, RS = RECLAIMED SHRUB, GPM = RECLAIMED TURF

9. INSTALL IRRIGATION SLEEVES UNDER ALL SIDEWALKS PER THE FOLLOWING SCHEDULE:

| PIPE SIZE OR WIRE QUANTITY | REQUIRED SLEEVE(S) |
|---|---|
| DRIP TUBING | 1 - 2" SDR 35 PVC |
| ½" LATERAL | 1 - 2" SDR 35 PVC |
| ¾" LATERAL | 1 - 2" SDR 35 PVC |
| 1" LATERAL | 1 - 2" SDR 35 PVC |
| 1¼" LATERAL | 1 - 3" SDR 35 PVC |
| 1½" LATERAL | 1 - 4" SDR 35 PVC |
| 2" LATERAL | 1 - 4" SDR 35 PVC |
| 1" PRESSURE SUPPLY LINE | 1 - 4" SDR 35 PVC |
| 1¼" PRESSURE SUPPLY LINE | 1 - 4" SDR 35 PVC |
| 2" PRESSURE SUPPLY LINE | 1 - 4" SDR 35 PVC |
| 2½" PRESSURE SUPPLY LINE | 1 - 6" SDR 35 PVC |
| 3" PRESSURE SUPPLY LINE | 1 - 6" SDR 35 PVC |
| 1 - 20 CONTROL WIRES | 1 - 2" SDR 35 PVC |
| 21 - 40 CONTROL WIRES | 2 - 2" SDR 35 PVC |

10. CONTRACTOR TO FIELD VERIFY SIZE, LOCATION AND QUANTITY OF EXISTING SLEEVES INSTALLED UNDER STREET IMPROVEMENT PACKAGE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM, AND NOTIFY CONSULTANT OF ANY DIFFERENCES.
11. CONTRACTOR SHALL PROVIDE THREE (3) 3K QUICK-COUPLER KEYS WITH HOSE SWIVELS.
12. CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
    A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
    B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
13. THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

## PIPE SIZING SCHEDULE:

| GPM | SIZE |
|---|---|
| 0 - 8 | ¾" |
| 9 - 12 | 1" |
| 13 - 20 | 1¼" |
| 21 - 30 | 1½" |
| 31 - 50 | 2" |
| 51 - 70 | 2½" |

NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SAME SIZE OF THE SPRINKLER HEAD INLET.

Key Map — Not To Scale

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ARIZONA811
Call 811 or click Arizona811.com
In Maricopa County: (602) 263-1100


andersonbaron
plan · design · achieve
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chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7986


REGISTERED LANDSCAPE ARCHITECT — JEFFREY A. BARON — 32346 — EXP. 12-31-20

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Overall Irrigation Plan

mattamyHOMES

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revisions
1
2
3

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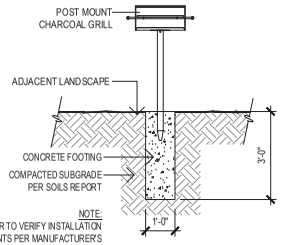
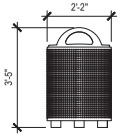



## 1 Post Mounted Charcoal Grill
SCALE: 1/2"=1'-0"

| |
|---|
| MANUF: WABASH VALLEY |
| MODEL: BRH538S |
| MATERIAL: STEEL |
| COLOR: SILVER |
| OTHER: OR APPROVED EQUAL |
| MOUNT: |

## 2 Bike Rack
SCALE: 1/2"=1'-0"

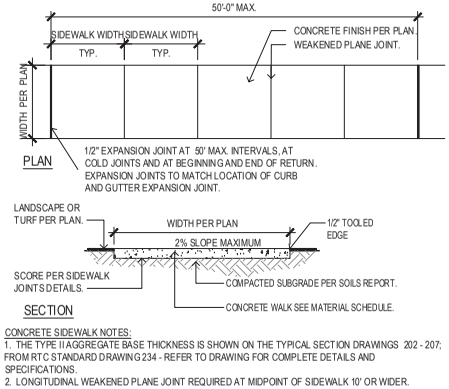



| |
|---|
| MANUF: WABASH VALLEY |
| MODEL: TE3D31S |
| MATERIAL: |
| COLOR: SILVER |
| OTHER: OR APPROVED EQUAL |
| MOUNT: |

## 3 Trash Receptacle
SCALE: 1/2"=1'-0"

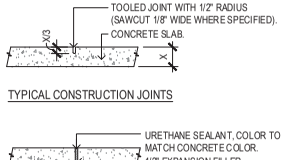
| |
|---|
| MANUF: LANDSCAPE STRUCTURES |
| MODEL: 3060 |
| OTHER: OR APPROVED EQUAL |

## 4 Play Structure
SCALE: 1/2"=1'-0"



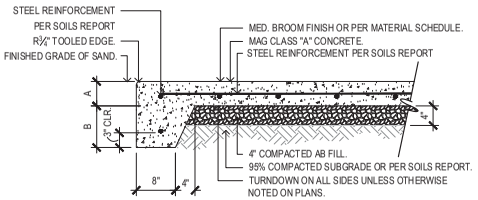

CONCRETE SIDEWALK NOTES:
1. THE TYPE II AGGREGATE BASE THICKNESS IS SHOWN ON THE TYPICAL SECTION DRAWINGS 202 - 207; FROM RTC STANDARD DRAWING 234 - REFER TO DRAWING FOR COMPLETE DETAILS AND SPECIFICATIONS.
2. LONGITUDINAL WEAKENED PLANE JOINT REQUIRED AT MIDPOINT OF SIDEWALK 10' OR WIDER.

## 5 Concrete Sidewalk
SCALE: 1/2"= 1'-0"




CONSTRUCTION JOINTS:
UNLESS OTHERWISE NOTED OR DIMENSIONED USE THE FOLLOWING DATA FOR EXPANSION & CONTROL JOINT LOCATIONS.
(3'-0" WIDE WALK - C.J. @ 3'-0"" O.C. & E.J. @24' O.C.)
(5'-0" WIDE WALK - C.J. @ 5'-0"" O.C. & E.J. @25' O.C.)
(6'-0" WIDE WALK - C.J. @ 6'-0"" O.C. & E.J. @24' O.C.)
(12'-0" WIDE WALK - C.J. @ 12'-0" O.C. & E.J. @ 36' O.C.)

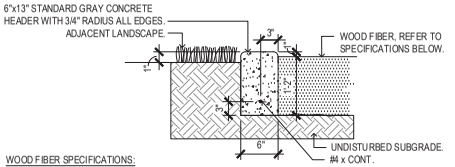
## 6 Construciton Joints
SCALE: 1"=1'-0"




TURNDOWN SCHEDULE

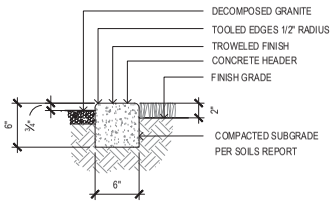
| TURNDOWN AREA | A | B | TOTAL |
|---|---|---|---|
| TOT LOT | 4" | 12" | 16" |

## 7 Concrete Turndown
SCALE: 1"=1'-0"



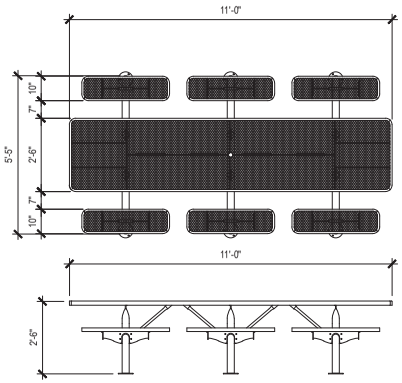

WOOD FIBER SPECIFICATIONS:
THE MATERIAL SHALL MEET ASTM F-1292-95 AND ADA PER ASTM PS 83-97. THE MATERIAL SHALL BE MANUFACTURED FROM 100% CLEAN WOOD. MATERIAL SHALL BE FREE OF TWIGS, BARK, AND LEAF DEBRIS. IT SHALL BE FREE FROM ANY FOREIGN OBJECTS SUCH AS NAILS, TRASH AND CHEMICAL ADDITIVES. THE MATERIAL SHALL BE NON-TOXIC.

## 8 Concrete Header Turndown
SCALE: 1"=1'-0"

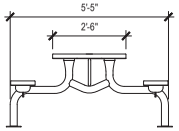



NOTE:
CONCRETE HEADER TO FINISH FLUSH WITH HARDSCAPE EDGE.

## 9 Concrete Header
SCALE: 1-1/2"=1'-0"




| |
|---|
| MANUF: WABASH VALLEY |
| MODEL: SY150d |
| MATERIAL: STEEL |
| COLOR: GRAY PERFORATED TOP AND SEATS, BLACK LEGS |
| OTHER: OR APPROVED EQUAL |
| MOUNT: SURFACE MOUNT |




## 10 Large Picnic Table
SCALE: 1/2"=1'-0"

andersonbaron
plan · design · achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7986

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Construction Details

mattamyHOMES

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revisions
1
2
3

issued for:
- ☐ design dev.
- ☐ progress set
- ■ city submittal
- ☐ bid package
- ☐ construction

title: Construction Details
date issued: 10.23.19
scale: Per Detail
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA6.1

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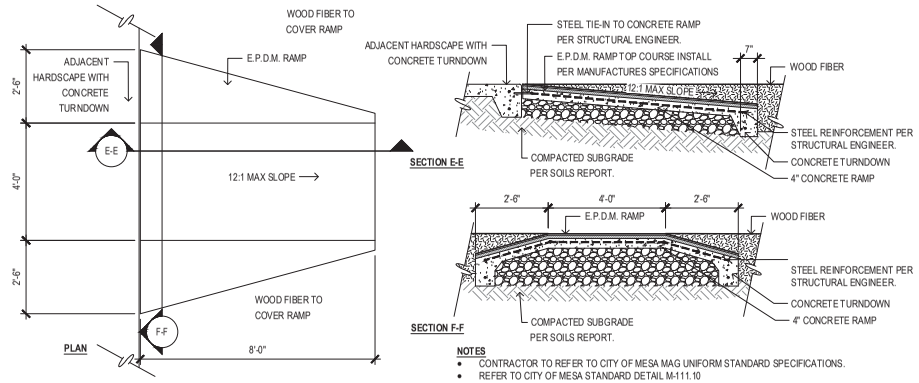
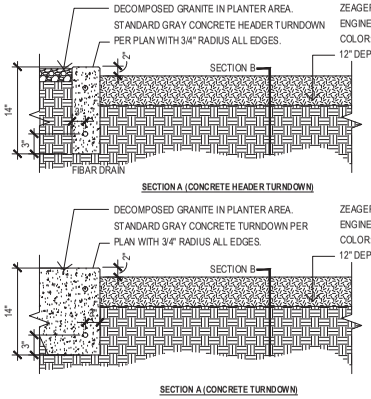


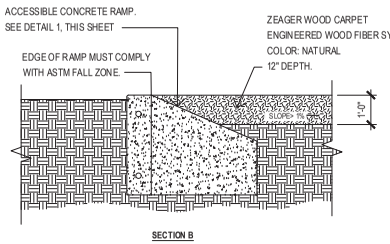

NOTES

- CONTRACTOR TO REFER TO CITY OF MESA MAG UNIFORM STANDARD SPECIFICATIONS.
- REFER TO CITY OF MESA STANDARD DETAIL M-111.10
- E.P.D.M. TOT TURF COLOR: MID BROWN - CONTRACTOR TO SUBMIT COLOR SAMPLE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- E.P.D.M. TOT TURF TO BE INSTALLED PER MANUFACTURE SPECIFICATIONS.

## 1 E.P.D.M. ADA Access Ramp Into Wood Fiber

SCALE: 1/2"=1'-0"



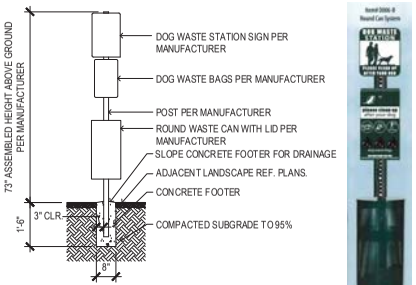




NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. AWARD CONTRACTORS MUST OBTAIN A LICENSE ZEAGER BROS, INC. PRIOR TO CONSTRUCTION
4. CONTRACTORS NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.zeager.com

## 2 Wood Fiber

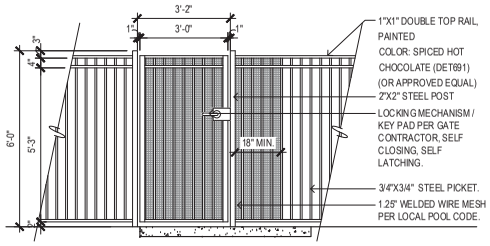
SCALE: 1/2"=1'-0"



NOTES:
DOG WASTE STATION WITH ROLL BAG SYSTEM - DEPOT-006-B
ORDER THROUGH DOG WASTE DEPOT
WWW.DOGWASTEDEPOT.COM
(800) 678-1612

## 3 Pet Waste Station

SCALE: 1/2"=1'-0"

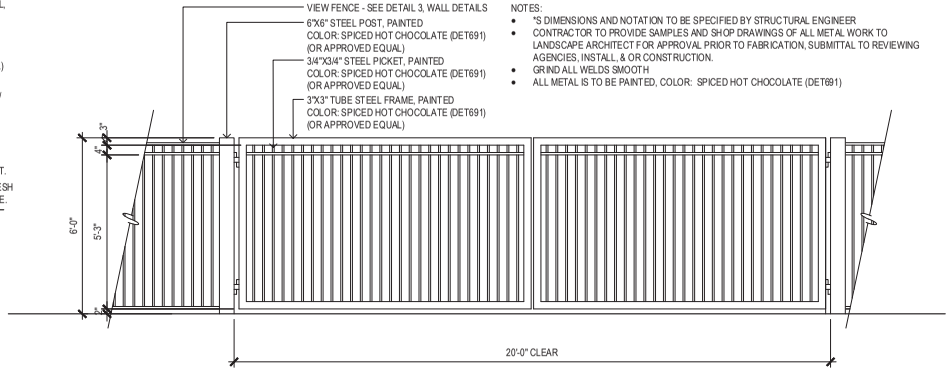



NOTES:

- *S DIMENSIONS AND NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER
- CONTRACTOR TO PROVIDE SAMPLES AND SHOP DRAWINGS OF ALL METAL WORK TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION, SUBMITTAL TO REVIEWING AGENCIES, INSTALL, & OR CONSTRUCTION.
- GRIND ALL WELDS SMOOTH
- ALL METAL IS TO BE PAINTED, COLOR: SPICED HOT CHOCOLATE (DET691)

## 4 Pedestrian Gate

SCALE: 1/2"=1'-0"

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- CONTRACTOR TO PROVIDE SAMPLES AND SHOP DRAWINGS OF ALL METAL WORK TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION, SUBMITTAL TO REVIEWING AGENCIES, INSTALL, & OR CONSTRUCTION.
- GRIND ALL WELDS SMOOTH
- ALL METAL IS TO BE PAINTED, COLOR: SPICED HOT CHOCOLATE (DET691)

## 5 View Fence/ Pool Fence

SCALE: 1/2"=1'-0"

andersonbaron
plan · design · achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7986

REGISTERED LANDSCAPE ARCHITECT
ANDREW B. BARON
10/23/19
EXP. 2.31.21

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Construction Details

mattamyHOMES

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revisions
1
2
3

issued for
- design dev.
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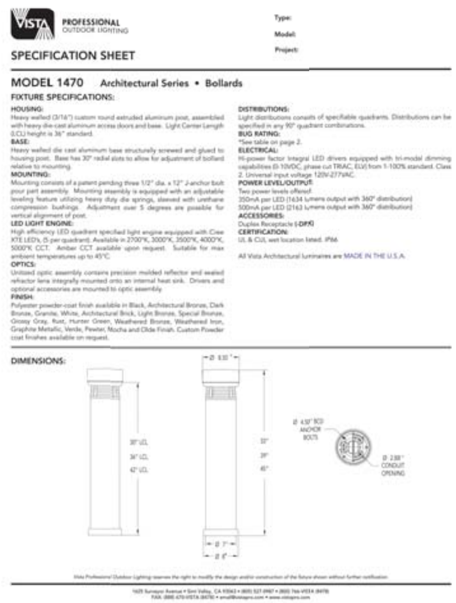


VISTA PROFESSIONAL OUTDOOR LIGHTING

Type:
Model:
Project:

## SPECIFICATION SHEET

### MODEL 1470 Architectural Series • Bollards

FIXTURE SPECIFICATIONS:

**HOUSING:** Heavy walled (3/16") custom round extruded aluminum post, assembled with heavy die-cast aluminum access doors and base. Light Center Length (LCL) height is 36" standard.

**BASE:** Heavy walled die cast aluminum base structurally screwed and glued to housing post. Base has 30° radial slots to allow for adjustment of bollard relative to mounting.

**MOUNTING:** Mounting consists of a patent pending three 1/2" dia. x 12" J-anchor bolt pour part assembly. Mounting assembly is equipped with an adjustable leveling feature utilizing heavy duty die springs, sleeved with urethane compression bushings. Adjustment over 5 degrees are possible for vertical alignment of post.

**LED LIGHT ENGINE:** High efficiency LED quadrant specified light engine equipped with Cree XTE LED's, (5 per quadrant). Available in 2700°K, 3000°K, 3500°K, 4000°K, 5000°K CCT. Amber CCT available upon request. Suitable for max ambient temperatures up to 45°C

**OPTICS:** Unitized optic assembly contains precision molded reflector and sealed refractor lens integrally mounted onto an internal heat sink. Drivers and optional accessories are mounted to optic assembly.

**FINISH:** Polyester powder-coat finish available in Black, Architectural Bronze, Dark Bronze, Granite, White, Architectural Brick, Light Bronze, Special Bronze, Glossy Gray, Rust, Hunter Green, Weathered Bronze, Weathered Iron, Graphite Metallic, Verde, Pewter, Mocha and Olde Finish. Custom Powder coat finishes available on request.

**DISTRIBUTIONS:** Light distributions consists of specifiable quadrants. Distributions can be specified in any 90° quadrant combinations.

**BUG RATING:** *See table on page 2.

**ELECTRICAL:** Hi-power factor integral LED drivers equipped with tri-modal dimming capabilities (0-10VDC, phase cut TRIAC, ELV) from 1-100% standard. Class 2. Universal input voltage 120V-277VAC.

**POWER LEVEL/OUTPUT:** Two power levels offered: 350mA per LED (1634 Lumens output with 360° distribution) 500mA per LED (2163 Lumens output with 360° distribution)

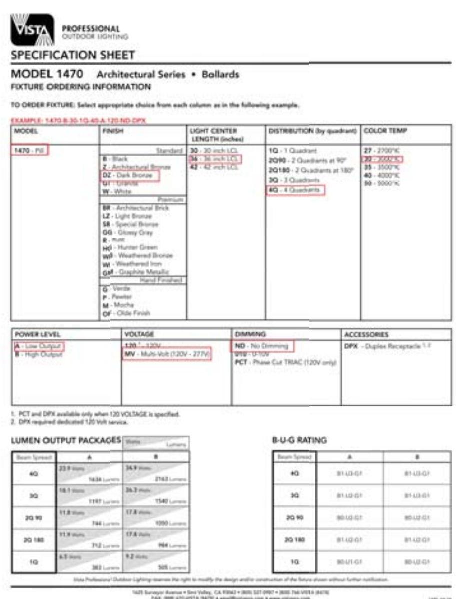
**ACCESSORIES:** Duplex Receptacle (-DPX)

**CERTIFICATION:** UL & CUL wet location listed. IP66

All Vista Architectural luminaires are MADE IN THE U.S.A.

**DIMENSIONS:**





VISTA PROFESSIONAL OUTDOOR LIGHTING

## SPECIFICATION SHEET

### MODEL 1470 Architectural Series • Bollards

FIXTURE ORDERING INFORMATION

TO ORDER FIXTURE: Select appropriate choice from each column as in the following example.

EXAMPLE: 1470-B-30-1Q-40-A-120-ND-DPX

| MODEL | FINISH | LIGHT CENTER LENGTH (inches) | DISTRIBUTION (by quadrant) | COLOR TEMP |
|---|---|---|---|---|
| 1470 - Pill | Standard<br>B - Black<br>Z - Architectural Bronze<br>DZ - Dark Bronze<br>GT - Granite<br>W - White<br>Premium<br>BR - Architectural Brick<br>LZ - Light Bronze<br>SB - Special Bronze<br>GG - Glossy Gray<br>R - Rust<br>HG - Hunter Green<br>WB - Weathered Bronze<br>WI - Weathered Iron<br>GM - Graphite Metallic<br>Hand Finished<br>G - Verde<br>P - Pewter<br>M - Mocha<br>OF - Olde Finish | 30 - 30 inch LCL<br>36 - 36 inch LCL<br>42 - 42 inch LCL | 1Q - 1 Quadrant<br>2Q90 - 2 Quadrants at 90°<br>2Q180 - 2 Quadrants at 180°<br>3Q - 3 Quadrants<br>4Q - 4 Quadrants | 27 - 2700°K<br>30 - 3000°K<br>35 - 3500°K<br>40 - 4000°K<br>50 - 5000°K |

| POWER LEVEL | VOLTAGE | DIMMING | ACCESSORIES |
|---|---|---|---|
| A - Low Output<br>B - High Output | 120 [1] - 120V<br>MV - Multi-Volt (120V - 277V) | ND - No Dimming<br>010 - 0-10V<br>PCT - Phase Cut TRIAC (120V only) | DPX - Duplex Receptacle [1,2] |

1. PCT and DPX available only when 120 VOLTAGE is specified.
2. DPX required dedicated 120 Volt service.

**LUMEN OUTPUT PACKAGES** (Watts / Lumens)

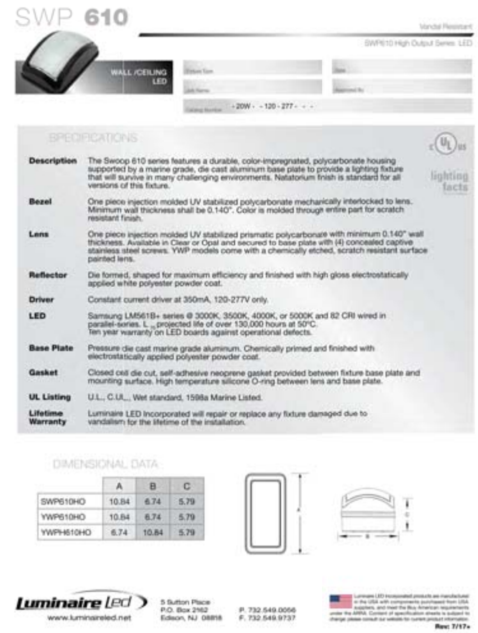
| Beam Spread | A | B |
|---|---|---|
| 4Q | 23.9 Watts / 1634 Lumens | 34.9 Watts / 2163 Lumens |
| 3Q | 18.1 Watts / 1197 Lumens | 26.3 Watts / 1540 Lumens |
| 2Q 90 | 11.8 Watts / 744 Lumens | 17.8 Watts / 1050 Lumens |
| 2Q 180 | 11.9 Watts / 712 Lumens | 17.6 Watts / 984 Lumens |
| 1Q | 6.5 Watts / 383 Lumens | 9.2 Watts / 505 Lumens |

**B-U-G RATING**

| Beam Spread | A | B |
|---|---|---|
| 4Q | B1-U3-G1 | B1-U3-G1 |
| 3Q | B1-U2-G1 | B1-U3-G1 |
| 2Q 90 | B0-U2-G1 | B0-U2-G1 |
| 2Q 180 | B1-U2-G1 | B1-U2-G1 |
| 1Q | B0-U1-G1 | B0-U2-G1 |

Vista Professional Outdoor Lighting reserves the right to modify the design and/or construction of the fixture shown without further notification.

1 Bollard Light
SCALE:NTS
OR APPROVED EQUAL



## SWP 610

Vandal Resistant
SWP610 High Output Series LED

WALL /CEILING LED

- 20W - - 120 - 277 - - -

SPECIFICATIONS

**Description** The Swoop 610 series features a durable, color-impregnated, polycarbonate housing supported by a marine grade, die cast aluminum base plate to provide a lighting fixture that will survive in many challenging environments. Natatorium finish is standard for all versions of this fixture.

**Bezel** One piece injection molded UV stabilized polycarbonate mechanically interlocked to lens. Minimum wall thickness shall be 0.140". Color is molded through entire part for scratch resistant finish.

**Lens** One piece injection molded UV stabilized prismatic polycarbonate with minimum 0.140" wall thickness. Available in Clear or Opal and secured to base plate with (4) concealed captive stainless steel screws. YWP models come with a chemically etched, scratch resistant surface painted lens.

**Reflector** Die formed, shaped for maximum efficiency and finished with high gloss electrostatically applied white polyester powder coat.

**Driver** Constant current driver at 350mA, 120-277V only.

**LED** Samsung LM561B+ series @ 3000K, 3500K, 4000K, or 5000K and 82 CRI wired in parallel-series. L70 projected life of over 130,000 hours at 50°C. Ten year warranty on LED boards against operational defects.

**Base Plate** Pressure die cast marine grade aluminum. Chemically primed and finished with electrostatically applied polyester powder coat.

**Gasket** Closed cell die cut, self-adhesive neoprene gasket provided between fixture base plate and mounting surface. High temperature silicone O-ring between lens and base plate.

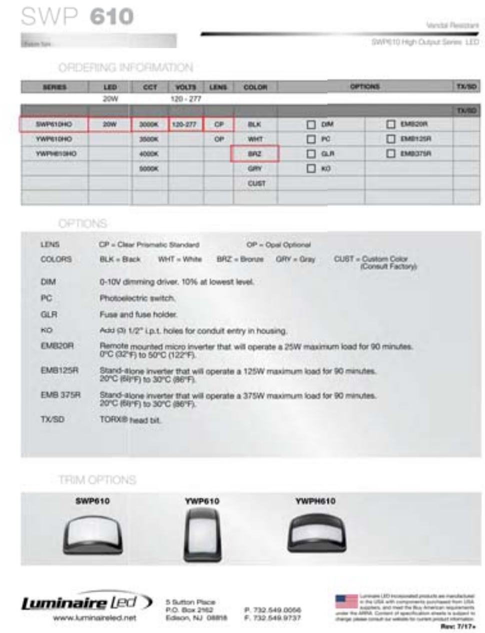
**UL Listing** U.L., C.UL., Wet standard, 1598a Marine Listed.

**Lifetime Warranty** Luminaire LED Incorporated will repair or replace any fixture damaged due to vandalism for the lifetime of the installation.

DIMENSIONAL DATA

| | A | B | C |
|---|---|---|---|
| SWP610HO | 10.84 | 6.74 | 5.79 |
| YWP610HO | 10.84 | 6.74 | 5.79 |
| YWPH610HO | 6.74 | 10.84 | 5.79 |

Luminaire LED
www.luminaireled.net
5 Sutton Place
P.O. Box 2162
Edison, NJ 08818
P. 732.549.0056
F. 732.549.9737
Rev: 7/17+



## SWP 610

Vandal Resistant
SWP610 High Output Series LED

ORDERING INFORMATION

| SERIES | LED | CCT | VOLTS | LENS | COLOR | OPTIONS | | TX/SD |
|---|---|---|---|---|---|---|---|---|
| | 20W | | 120 - 277 | | | | | |
| SWP610HO | 20W | 3000K | 120-277 | CP | BLK | ☐ DIM | ☐ EMB20R | |
| YWP610HO | | 3500K | | OP | WHT | ☐ PC | ☐ EMB125R | |
| YWPH610HO | | 4000K | | | BRZ | ☐ GLR | ☐ EMB375R | |
| | | 5000K | | | GRY | ☐ KO | | |
| | | | | | CUST | | | |

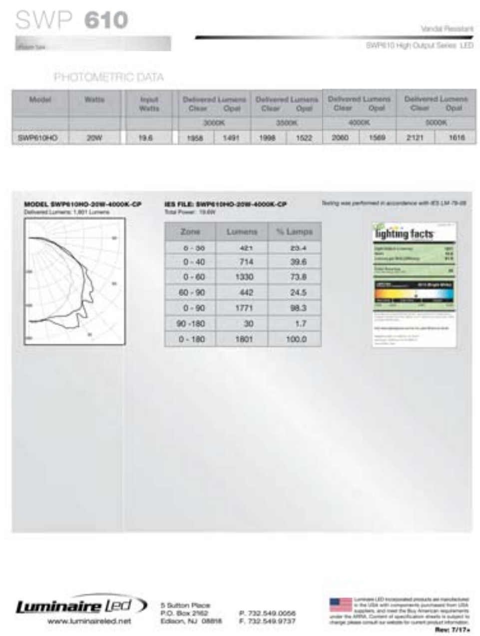
OPTIONS

| | |
|---|---|
| LENS | CP = Clear Prismatic Standard  OP = Opal Optional |
| COLORS | BLK = Black  WHT = White  BRZ = Bronze  GRY = Gray  CUST = Custom Color (Consult Factory) |
| DIM | 0-10V dimming driver. 10% at lowest level. |
| PC | Photoelectric switch. |
| GLR | Fuse and fuse holder. |
| KO | Add (3) 1/2" i.p.t. holes for conduit entry in housing. |
| EMB20R | Remote mounted micro inverter that will operate a 25W maximum load for 90 minutes. 0°C (32°F) to 50°C (122°F). |
| EMB125R | Stand-alone inverter that will operate a 125W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F). |
| EMB 375R | Stand-alone inverter that will operate a 375W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F). |
| TX/SD | TORX® head bit. |

TRIM OPTIONS

SWP610 YWP610 YWPH610

Luminaire LED
www.luminaireled.net
5 Sutton Place
P.O. Box 2162
Edison, NJ 08818
P. 732.549.0056
F. 732.549.9737
Rev: 7/17+



## SWP 610

Vandal Resistant
SWP610 High Output Series LED

PHOTOMETRIC DATA

| Model | Watts | Input Watts | Delivered Lumens 3000K Clear | Delivered Lumens 3000K Opal | Delivered Lumens 3500K Clear | Delivered Lumens 3500K Opal | Delivered Lumens 4000K Clear | Delivered Lumens 4000K Opal | Delivered Lumens 5000K Clear | Delivered Lumens 5000K Opal |
|---|---|---|---|---|---|---|---|---|---|---|
| SWP610HO | 20W | 19.6 | 1958 | 1491 | 1998 | 1522 | 2060 | 1569 | 2121 | 1616 |

MODEL SWP610HO-20W-4000K-CP
Delivered Lumens: 1,801 Lumens

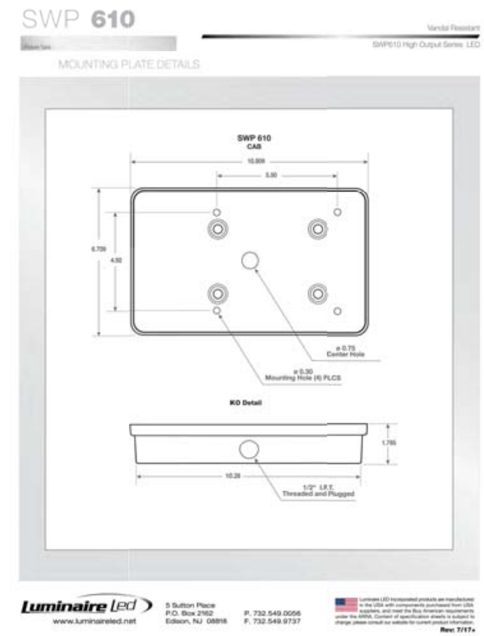
IES FILE: SWP610HO-20W-4000K-CP
Total Power: 19.6W

| Zone | Lumens | % Lamps |
|---|---|---|
| 0 - 30 | 421 | 23.4 |
| 0 - 40 | 714 | 39.6 |
| 0 - 60 | 1330 | 73.8 |
| 60 - 90 | 442 | 24.5 |
| 0 - 90 | 1771 | 98.3 |
| 90 - 180 | 30 | 1.7 |
| 0 - 180 | 1801 | 100.0 |

Testing was performed in accordance with IES LM-79-08

lighting facts

Luminaire LED
www.luminaireled.net
5 Sutton Place
P.O. Box 2162
Edison, NJ 08818
P. 732.549.0056
F. 732.549.9737
Rev: 7/17+



## SWP 610

Vandal Resistant
SWP610 High Output Series LED

MOUNTING PLATE DETAILS



Luminaire LED
www.luminaireled.net
5 Sutton Place
P.O. Box 2162
Edison, NJ 08818
P. 732.549.0056
F. 732.549.9737
Rev: 7/17+

2 Ramada Light
SCALE:NTS
OR APPROVED EQUAL

\\FSERVER\Projects1\Mattamy\Roosevelt Park\Drawings\Pre-Plat\Phase 2\06-Details_RP-P2.dwg


andersonbaron
plan · design · achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f.480.699.7986


REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON 10/23/19 ARIZONA U.S.A. EXP. 12-31-21
PRELIMINARY NOT FOR CONSTRUCTION

# Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
mattamyHOMES

## Construction Details

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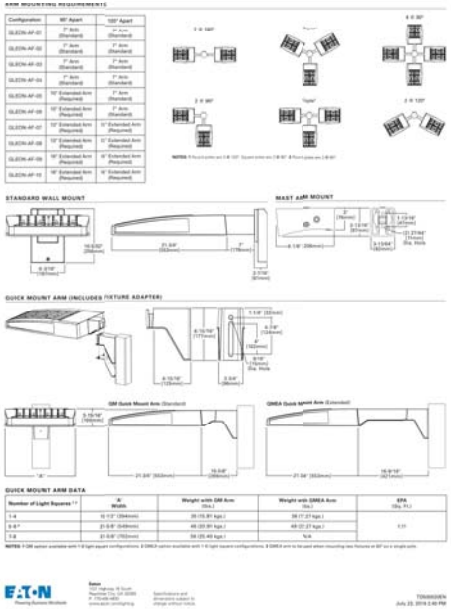
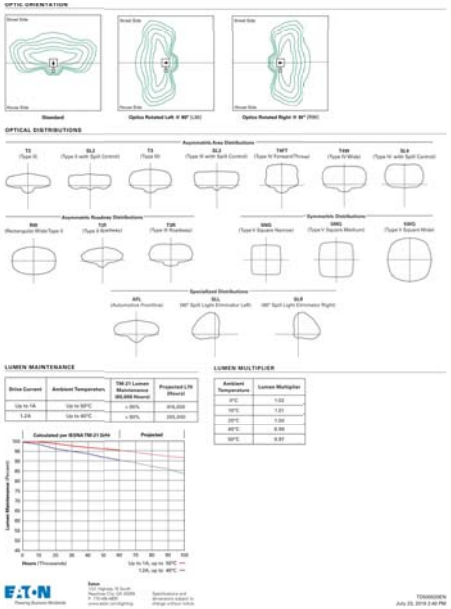
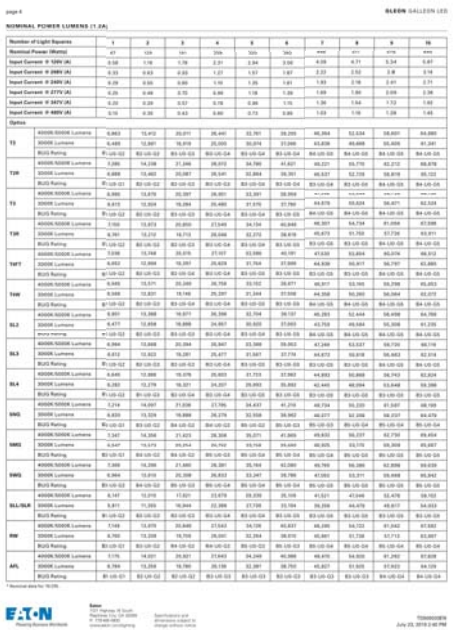
revisions
△1
△2
△3

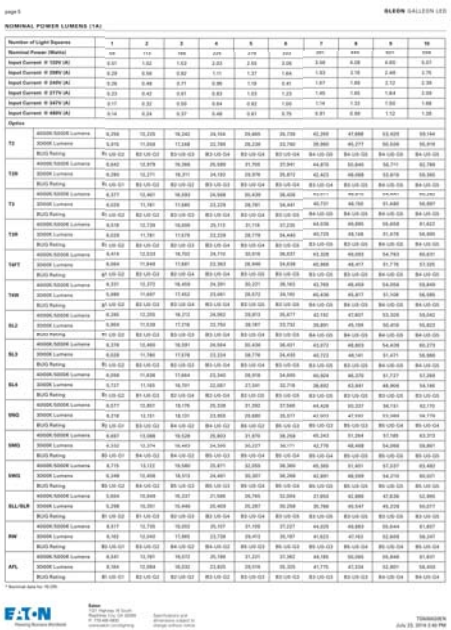
issued for
☐ design dev.
☐ progress set
■ city submittal
☐ bid package
☐ construction

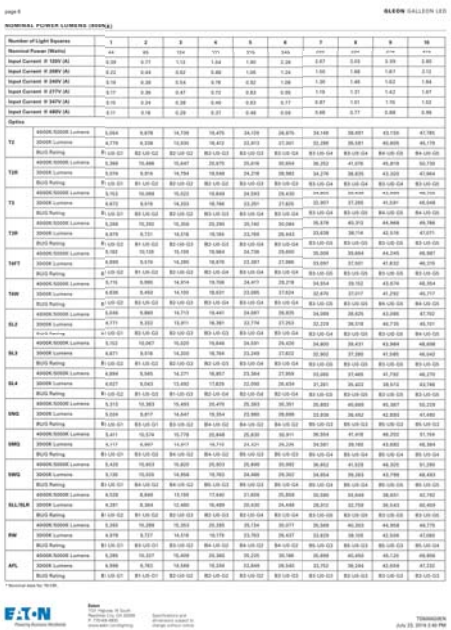
| | |
|---|---|
| title | Construction Details |
| date issued | 10.23.19 |
| scale | Per Detail |
| drawn by | JC, KB |
| checked by | AB |
| project number | 95-035-16 |
| review number | |
| sheet number | LA6.3 |




OR APPROVED EQUAL

1 Area Light
SCALE:NTS

andersonbaron
plan · design · achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f. 480.699.7986

REGISTERED ARCHITECT
STATE OF ARIZONA
JOSEPH M. ANDERSON
ANDERSON-BARON
032018
EXP. 2.31.20

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Construction Details

mattamyHOMES

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revisions
issued for
- [ ] design dev.
- [ ] progress set
- [x] city submittal
- [ ] bid package
- [ ] construction

title: Construction Details
date issued: 10.23.19
scale: Per Detail
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number
sheet number: LA6.4

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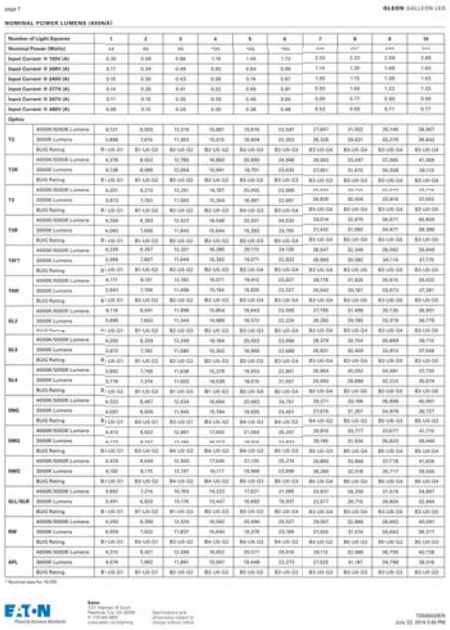

page 7

GLEON GALLEON LED

NOMINAL POWER LUMENS (4000K)

| Number of Light Squares | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Nominal Power (Watts) | | 34 | 66 | 96 | *126 | *153 | *184 | *220 | *257 | *290 | 321 |
| Input Current @ 120V (A) | | 0.30 | 0.58 | 0.86 | 1.16 | 1.44 | 1.72 | 2.03 | 2.33 | 2.59 | 2.88 |
| Input Current @ 208V (A) | | 0.17 | 0.34 | 0.50 | 0.69 | 0.84 | 0.99 | 1.14 | 1.35 | 1.48 | 1.63 |
| Input Current @ 240V (A) | | 0.15 | 0.29 | 0.43 | 0.59 | 0.74 | 0.87 | 1.00 | 1.13 | 1.28 | 1.43 |
| Input Current @ 277V (A) | | 0.14 | 0.26 | 0.41 | 0.52 | 0.69 | 0.81 | 0.93 | 1.04 | 1.13 | 1.23 |
| Input Current @ 347V (A) | | 0.11 | 0.19 | 0.30 | 0.39 | 0.49 | 0.60 | 0.69 | 0.77 | 0.90 | 0.99 |
| Input Current @ 480V (A) | | 0.08 | 0.15 | 0.24 | 0.30 | 0.38 | 0.48 | 0.53 | 0.59 | 0.71 | 0.77 |
| Optics | | | | | | | | | | | |
| T2 | 4000K/5000K Lumens | 4,121 | 8,005 | 12,018 | 15,661 | 19,676 | 23,547 | 27,647 | 31,352 | 35,196 | 38,967 |
| | 3000K Lumens | 3,990 | 7,616 | 11,363 | 15,015 | 18,604 | 22,262 | 26,328 | 29,831 | 33,376 | 36,842 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G2 | B2-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 |
| T2R | 4000K/5000K Lumens | 4,376 | 8,502 | 12,760 | 16,660 | 20,890 | 24,998 | 29,363 | 33,497 | 37,385 | 41,369 |
| | 3000K Lumens | 4,236 | 8,085 | 12,064 | 15,941 | 19,751 | 23,635 | 27,951 | 31,670 | 35,438 | 39,113 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G2 | B3-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 |
| T3 | 4000K/5000K Lumens | 4,261 | 8,210 | 12,261 | 16,187 | 20,065 | 23,998 | [illegible] | [illegible] | [illegible] | [illegible] |
| | 3000K Lumens | 3,972 | 7,763 | 11,583 | 15,308 | 18,981 | 22,681 | 26,835 | 30,404 | 33,916 | 37,562 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 |
| T3R | 4000K/5000K Lumens | 4,284 | 8,362 | 12,501 | 16,548 | 20,551 | 24,532 | 29,014 | 32,875 | 36,671 | 40,609 |
| | 3000K Lumens | 4,060 | 7,936 | 11,845 | 15,644 | 19,393 | 23,169 | 27,432 | 31,082 | 34,671 | 38,396 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 | B3-U0-G5 |
| T4FT | 4000K/5000K Lumens | 4,226 | 8,257 | 12,327 | 16,283 | 20,170 | 24,109 | 28,547 | 32,346 | 36,082 | 39,948 |
| | 3000K Lumens | 3,998 | 7,817 | 11,649 | 15,392 | 19,071 | 22,803 | 26,998 | 30,582 | 34,114 | 37,770 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 | B3-U0-G5 | B3-U0-G5 |
| T4W | 4000K/5000K Lumens | 4,171 | 8,151 | 12,163 | 16,071 | 19,912 | 23,807 | 28,178 | 31,926 | 35,615 | 39,432 |
| | 3000K Lumens | 3,942 | 7,708 | 11,496 | 15,194 | 18,825 | 22,507 | 26,642 | 30,187 | 33,673 | 37,281 |
| | BUG Rating | B1-U0-G1 | B2-U0-G2 | B2-U0-G2 | B2-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 | B3-U0-G5 | B3-U0-G5 |
| SL2 | 4000K/5000K Lumens | 4,114 | 8,041 | 11,998 | 15,854 | 19,643 | 23,500 | 27,799 | 31,498 | 35,136 | 38,901 |
| | 3000K Lumens | 3,890 | 7,603 | 11,344 | 14,989 | 18,572 | 22,209 | 26,282 | 29,780 | 33,219 | 36,779 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 | B3-U0-G5 |
| SL3 | 4000K/5000K Lumens | 4,256 | 8,319 | 13,249 | 16,194 | 20,053 | 23,996 | 28,378 | 32,154 | 35,868 | 39,712 |
| | 3000K Lumens | 3,972 | 7,763 | 11,590 | 15,302 | 18,960 | 22,689 | 26,837 | 30,409 | 33,912 | 37,548 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 | B3-U0-G5 |
| SL4 | 4000K/5000K Lumens | 3,962 | 7,766 | 11,638 | 15,378 | 19,053 | 22,801 | 26,964 | 30,552 | 34,061 | 37,733 |
| | 3000K Lumens | 3,774 | 7,374 | 11,003 | 14,536 | 18,015 | 21,557 | 25,502 | 28,898 | 32,232 | 35,674 |
| | BUG Rating | B1-U0-G2 | B1-U0-G2 | B1-U0-G2 | B1-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 | B3-U0-G5 | B3-U0-G5 |
| SNG | 4000K/5000K Lumens | 4,233 | 8,467 | 12,634 | 16,694 | 20,683 | 24,750 | 29,271 | 33,199 | 36,996 | 40,991 |
| | 3000K Lumens | 4,097 | 8,005 | 11,945 | 15,784 | 19,555 | 23,401 | 27,674 | 31,357 | 34,978 | 38,727 |
| | BUG Rating | B1-U0-G1 | B3-U0-G1 | B3-U0-G1 | B3-U0-G2 | B4-U0-G2 | B4-U0-G2 | B4-U0-G2 | B5-U0-G2 | B5-U0-G3 | B5-U0-G3 |
| MNG | 4000K/5000K Lumens | 4,412 | 8,822 | 12,957 | 17,092 | 21,084 | 25,207 | 29,810 | 33,777 | 37,677 | 41,719 |
| | 3000K Lumens | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | [illegible] | 28,185 | 31,934 | 35,623 | 39,460 |
| | BUG Rating | B1-U0-G1 | B3-U0-G1 | B4-U0-G2 | B4-U0-G2 | B4-U0-G2 | B4-U0-G2 | B5-U0-G3 | B5-U0-G3 | B5-U0-G4 | B5-U0-G4 |
| HWG | 4000K/5000K Lumens | 4,439 | 8,868 | 12,990 | 17,066 | 21,100 | 25,278 | 29,860 | 33,868 | 37,778 | 41,833 |
| | 3000K Lumens | 4,192 | 8,175 | 12,197 | 16,117 | 19,968 | 23,896 | 28,260 | 32,018 | 35,717 | 39,565 |
| | BUG Rating | B1-U0-G1 | B3-U0-G2 | B4-U0-G2 | B4-U0-G2 | B4-U0-G3 | B5-U0-G3 | B5-U0-G3 | B5-U0-G4 | B5-U0-G4 | B5-U0-G4 |
| SLL/SLR | 4000K/5000K Lumens | 3,692 | 7,374 | 10,763 | 14,233 | 17,621 | 21,060 | 24,907 | 28,259 | 31,518 | 34,897 |
| | 3000K Lumens | 3,491 | 6,972 | 10,176 | 13,447 | 16,662 | 19,907 | 23,571 | 26,715 | 29,800 | 32,994 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B1-U0-G2 | B2-U0-G3 | B3-U0-G3 | B3-U0-G4 | B3-U0-G4 | B3-U0-G4 | B3-U0-G5 | B3-U0-G5 |
| RW | 4000K/5000K Lumens | 4,293 | 8,386 | 12,529 | 16,562 | 20,496 | 24,527 | 29,007 | 32,886 | 36,682 | 40,591 |
| | 3000K Lumens | 4,059 | 7,932 | 11,837 | 15,642 | 19,376 | 23,186 | 27,420 | 31,074 | 34,662 | 38,377 |
| | BUG Rating | B1-U0-G1 | B3-U0-G1 | B3-U0-G2 | B4-U0-G2 | B4-U0-G2 | B4-U0-G2 | B4-U0-G2 | B5-U0-G3 | B5-U0-G3 | B5-U0-G3 |
| AFL | 4000K/5000K Lumens | 4,316 | 8,421 | 12,566 | 16,602 | 20,571 | 24,616 | 29,110 | 32,986 | 36,795 | 40,738 |
| | 3000K Lumens | 4,078 | 7,962 | 11,881 | 15,697 | 19,448 | 23,275 | 27,525 | 31,191 | 34,798 | 38,518 |
| | BUG Rating | B1-U0-G1 | B1-U0-G1 | B2-U0-G2 | B2-U0-G2 | B3-U0-G2 | B3-U0-G2 | B3-U0-G3 | B3-U0-G3 | B3-U0-G3 | B3-U0-G3 |

* Nominal data for 15.0W

EATON Powering Business Worldwide

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1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
eaton.com/lighting

Specifications and dimensions subject to change without notice

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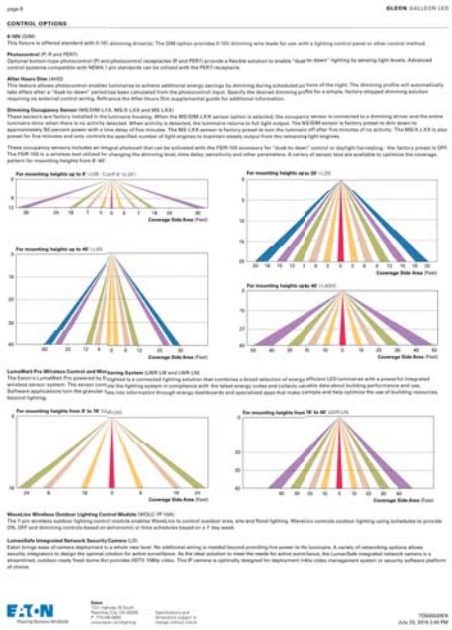

page 8

GLEON GALLEON LED

CONTROL OPTIONS

**0-10V (DIM)**
This fixture is offered standard with 0-10V dimming driver(s). The DIM option provides 0-10V dimming wire leads for use with a lighting control panel or other control method.

**Photocontrol (P, R and PER7)**
Optional button-type photocontrol (P) and photocontrol receptacles (R and PER7) provide a flexible solution to enable "dusk-to-dawn" lighting by sensing light levels. Advanced control systems compatible with NEMA 7 pin standards can be utilized with the PER7 receptacle.

**After Hours Dim (AHD)**
This feature allows photocontrol-enabled luminaires to achieve additional energy savings by dimming during scheduled parts of the night. The dimming profile will automatically take effect after a "dusk-to-dawn" period has been calculated from the photocontrol input. Specify the desired dimming profile for a simple, factory-shipped dimming solution requiring no external control wiring. Reference the After Hours Dim supplemental guide for additional information.

**Dimming Occupancy Sensor** (MS/DIM-L1X, MS/R-L1X and MS-L1X)
These sensors are factory installed in the luminaire housing. When the MS/DIM-L1X sensor option is selected, the occupancy sensor is connected to a dimming driver and the entire luminaire dims when there is no activity detected. When activity is detected, the luminaire returns to full light output. The MS/DIM sensor is factory preset to dim down to approximately 50 percent power with a time delay of five minutes. The MS-L1X sensor is factory preset to turn the luminaire off after five minutes of no activity. The MS/R-L1X is also preset for five minutes and only controls the specified number of light engines to maintain steady output from the remaining light engines.

These occupancy sensors includes an integral photocell that can be activated with the FSIR-100 accessory for "dusk-to-dawn" control or daylight harvesting - the factory preset is OFF. The FSIR-100 is a wireless tool utilized for changing the dimming level, time delay, sensitivity and other parameters. A variety of sensor lens are available to optimize the coverage pattern for mounting heights from 8'-40'.

For mounting heights up to 9' (<2.8M - Excel B to 2H)




For mounting heights up to 20' (<6.2M)




For mounting heights up to 40' (<12.5M)




For mounting heights up to 40' (<12.5M)




**LumaMod Pro Wireless Control and Monitoring System** (LWR-LW and LWR-LN)
The Eaton's LumaMod Pro powered by Pilgrimed is a connected lighting solution that combines a broad selection of energy efficient LED luminaires with a powerful integrated wireless sensor system. The sensor controls the lighting system in compliance with the latest energy codes and collects valuable data about building performance and use. Software applications turn the granular [illegible] into information through energy dashboards and specialized apps that make simple and help optimize the use of building resources, beyond lighting.

For mounting heights from 8' to 16' (<5M-LW)




For mounting heights from 16' to 40' (≥5M-LN)




**WaveLinx Wireless Outdoor Lighting Control Module** (WOLC-1F-10A)
The 7-pin wireless outdoor lighting control module enables WaveLinx to control outdoor area, site and flood lighting. Wireless remote outdoor lighting using schedules to provide ON, OFF and dimming controls based on astronomic or time schedules based on a 7 day week.

**LumenSafe Integrated Network Security Camera** (LS)
Eaton brings ease of camera deployment to a whole new level. No additional wiring is needed beyond providing line power to its luminaire. A variety of networking options allows security integrators to design the optimal solution for active surveillance. As the ideal solution to meet the needs for active surveillance, the LumenSafe integrated network camera is a streamlined, outdoor-ready fixed dome that provides HDTV 1080p video. This IP camera is optimally designed for deployment in the video management system or security software platform of choice.

EATON Powering Business Worldwide

Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
eaton.com/lighting

Specifications and dimensions subject to change without notice

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July 23, 2019 2:40 PM

page 9

GLEON GALLEON LED

ORDERING INFORMATION

Sample Number: GLEON-AF-64-LED-E1-T3-SW-DM

| Product Family * | Light Engine | Lamp Type | Voltage | Distribution | Color | Mounting |
|---|---|---|---|---|---|---|
| GLEON=Gleon | AF=Air Diver Current | LED=Solid State Light Emitting Diodes | E1=10-277V MV=347V** HV=480V** | T1=Type I T2=Type II Rectilinear T3=Type III T4FT=Type IV Forward Throw T4W=Type IV Wide T4R=Type IV Narrow SNG=Type V Square Medium SL2=Type V Square Wide SL3=Type V Left Quad Control SL4=Type V Right Quad Control SLL=90° Soft Light Eliminator Left SLR=90° Soft Light Eliminator Right RW=Rectangular Wide Type I AFL=Automotive Flexible | AP=Grey BZ=Bronze BK=Black CP=Dark Platinum CW=Graphite Metallic WH=White | Blank=Arm for Round or Square Pole SA=Standard Arm* WA=Wall Arm Adapter * WM=Wall Mount Arm CM=Cantilever Arm Standard Length * CMEA=Quick Mount Arm Extended Length * |

Options (Add as Suffix)

| | |
|---|---|
| [illegible] | P=Button Type Photocontrol (120, 208, 240 or 277V, Must Specify Voltage)* R=NEMA Photocontrol Receptacle* R-NEMA=Photocontrol Receptacle (Shipped Loose)* MS/DIM-L1X=Motion Sensor for DALI/PT Operation, 8' - 40' Mounting Height * MS/DIM-L1R=Motion Sensor for DALI/PT Operation, 8' - 40' Mounting Height * MS/DIM-L2R=Motion Sensor for Dimming Operation, Maximum 4' Mounting Height * MS/DIM-L3R=Motion Sensor for Dimming Operation, 8' - 20' Mounting Height * MS/DIM-L4R=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height * MS-L1R=Motion Sensor for DALI/PT Operation, Maximum 4' Mounting Height * MS-L2R=Motion Sensor for DALI/PT Operation, 8' - 20' Mounting Height * MS-L3R=Motion Sensor for DALI/PT Operation, Maximum 4' Mounting Height * MS-L4R=Motion Sensor for DALI/PT Operation, Maximum 4' Mounting Height * LMPC2R=LumaMod Pro Wireless Sensor, Wide Lens for 8' - 16' Mounting Height * AHD=After Hours Dim, 4 Hours * AHD2H=After Hours Dim, 2 Hours * AHD3H=After Hours Dim, 3 Hours * AHD4H=After Hours Dim, 4 Hours * HA=17' High Ambient * LBA=Lens Treated 90° Left LBB=Lens Treated 90° Right WI=Installed Wall Tap TS=Tool-less Door Hardware HS=Hooded House Side Shield * SPD=Surge Protection * LLP=Light Square Pins Painted to Match Housing *

| Access ories (Order Separately) | |
|---|---|
| [illegible] | CA/W DIM-NEMA Photocontrol Wall Tap - 105-285V CA/W MS7=NEMA Photocontrol - 480V CA/W MS8=NEMA Photocontrol - 347V CA/W DIM=Dimming Wall Box * CA/W RPA=120V Photocontrol CA/W MS=Wall Box Occupancy Sensor * MA/AD-PA-XX=Single Tenon Adapter for 2 3/8" O.D Tenon MA/AD-PA-XX-2=180° Tenon Adapter for 2 3/8" O.D Tenon MA/AD-PA-XX-3=120° Tenon Adapter for 2 3/8" O.D Tenon MA/AD-PA-XX-4=90° Tenon Adapter for 2 3/8" O.D Tenon MA/AD-PA-XX-5=60° Tenon Adapter for 2 3/8" O.D Tenon MA/AD-PA-XX-6=Triple Tenon Adapter for 2 3/8" O.D Tenon MA/AD-PA-XX-7=Quad Tenon Adapter for 2 3/8" O.D Tenon MA/AD-PA-XX-8=Single Tenon Adapter for 3 1/2" O.D Tenon MA/AD-PA-XX-9=180° Tenon Adapter for 3 1/2" O.D Tenon MA/AD-PA-XX-10=120° Tenon Adapter for 3 1/2" O.D Tenon MA/AD-PA-XX-11=90° Tenon Adapter for 3 1/2" O.D Tenon MA/AD-PA-XX-12=60° Tenon Adapter for 3 1/2" O.D Tenon MA/AD-PA-XX-13=Triple Tenon Adapter for 3 1/2" O.D Tenon FSIR-100=Wireless Configuration Tool for Occupancy Sensor ** FSIR-WH=Wireless Wireless Sensor, 7' - 15' Mounting Height, White * FSIR-BZ=Wireless Wireless Sensor, 7' - 15' Mounting Height, Bronze * FSIRPD-WH=Wireless Wireless Sensor, 15' - 40' Mounting Height, White * FSIRPD-BZ=Wireless Wireless Sensor, 15' - 40' Mounting Height, Bronze * |

NOTES:
[illegible]

LumenSafe Integrated Network Security Camera Technology Options (Add as Suffix)

| Product Family | Camera Type | Data Backhaul | |
|---|---|---|---|
| LS=LumenSafe Technology* | B=Dome Camera, Standard B+=Dome Camera, Hi-Res P=Dome Camera, Remote PTZ | 4=Cellular, Customer Installed SIM Card 5=Cellular, Factory Installed Verizon SIM Card 6=Cellular, Factory Installed Verizon SIM Card 8=Cellular, Factory Installed Sprint SIM Card | W=Wi-Fi Networking w/ Omni-Directional Antenna E=Ethernet Networking |

*Consult LumenSafe submit pages for additional details and compatibility.

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Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Construction Details

mattamyHOMES

revisions
1
2
3

issued for
- [ ] design dev.
- [ ] progress set
- [x] city submittal
- [ ] bid package
- [ ] construction

title: Construction Details
date issued: 10.23.19
scale: Per Detail
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA6.5

1 Area Light (Continued)
SCALE:NTS

OR APPROVED EQUAL

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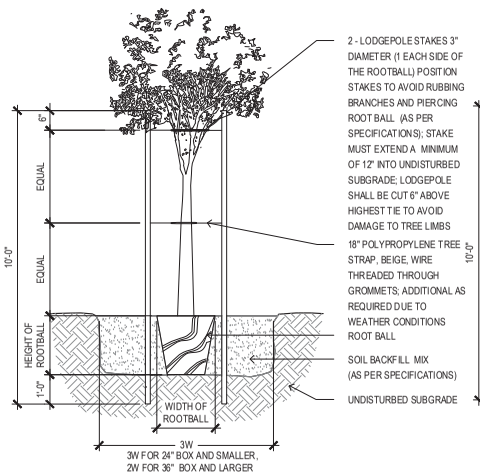


1 Tree Planting Detail
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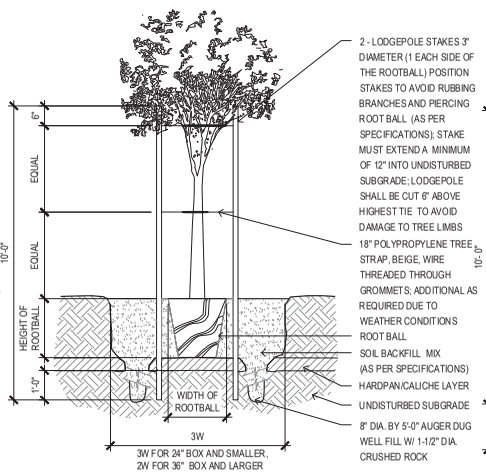
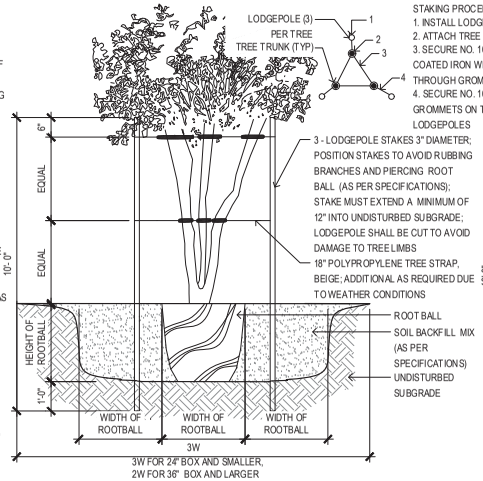



2 Hardpan Planting Detail
SCALE: NTS




3 Multi-Trunk Tree Detail
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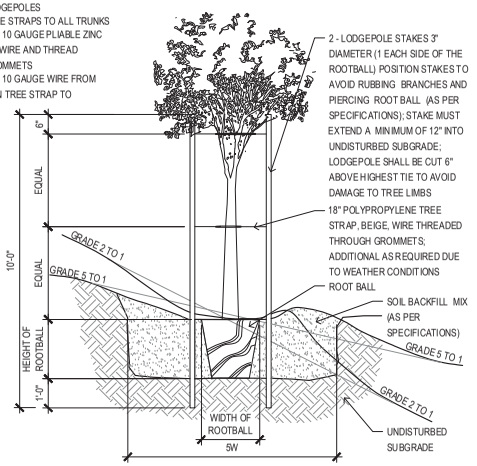
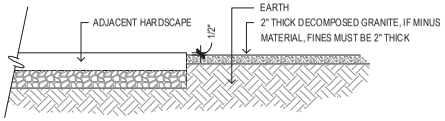
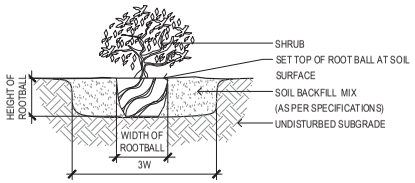


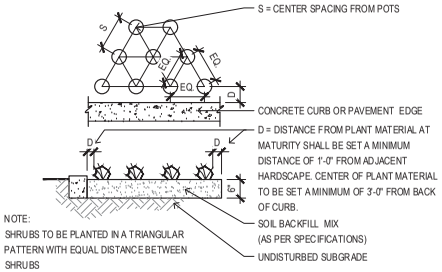

4 Tree Planting on Slope Detail
SCALE: NTS



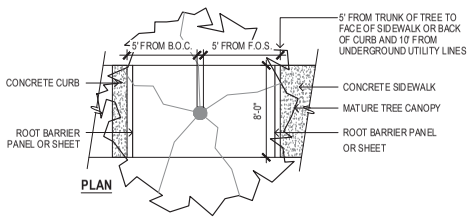

5 Decomposed Granite Detail
SCALE: NTS

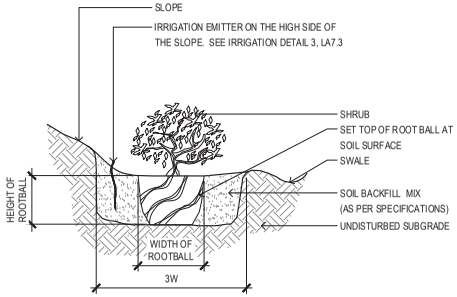



6 Shrub Planting Detail
SCALE: NTS

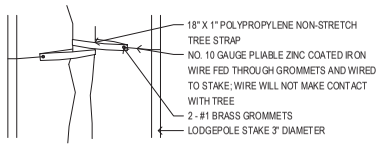



7 Plant Spacing Detail
SCALE: NTS

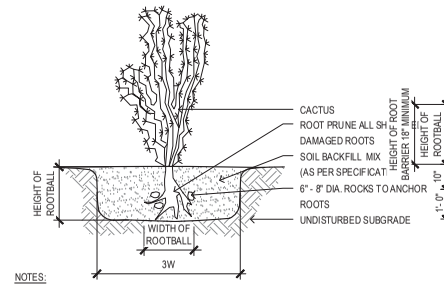


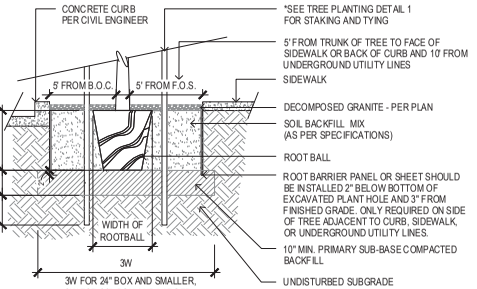

8 Shrub Planting on Slope Detail
SCALE: NTS




9 Tree Strap Detail
SCALE: NTS




10 Cactus Planting Detail
SCALE: NTS




11 Root Barrier Detail
SCALE: NTS

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Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Planting Details

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revisions
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- ☐ design dev.
- ☐ progress set
- ■ city submittal
- ☐ bid package
- ☐ construction

title: Planting Details
date issued: 10.23.19
scale: Per Detail
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number
sheet number: LA7.1

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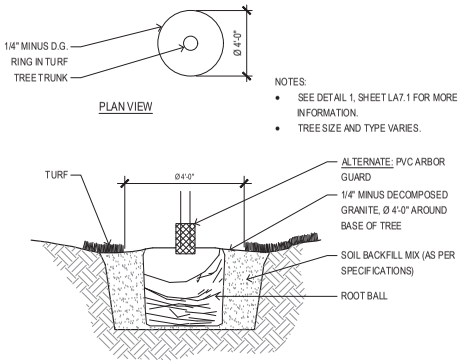
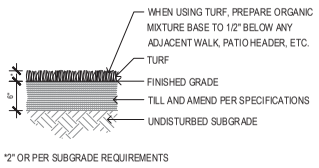


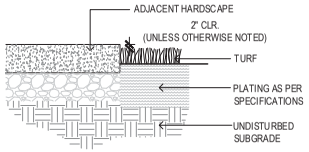

## 1 Tree in Turf Detail

SCALE: NTS



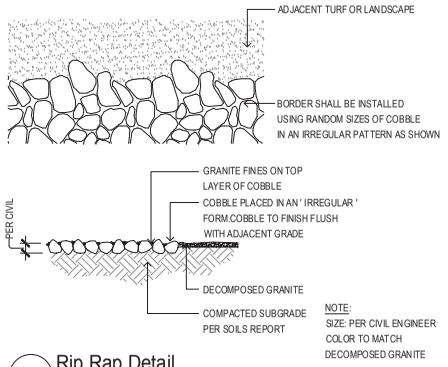

## 2 Turf Preparation Detail

SCALE: NTS




## 3 Incidental Grading at Turf Detail

SCALE: NTS




## 4 Rip Rap Detail

SCALE: NTS

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- [ ] bid package
- [ ] construction

title: Planting Details
date issued: 10.23.19
scale: Per Detail
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA7.2

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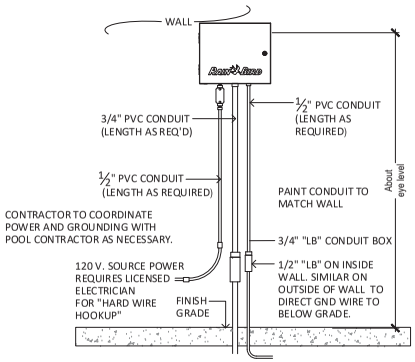
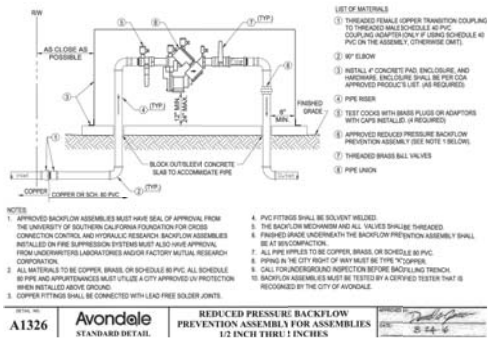
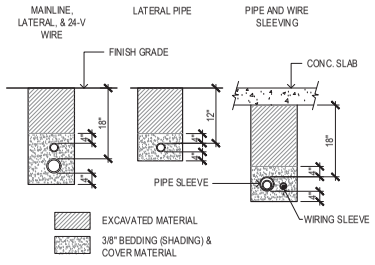



## 1 Wall Mount Controller
SCALE: N.T.S.

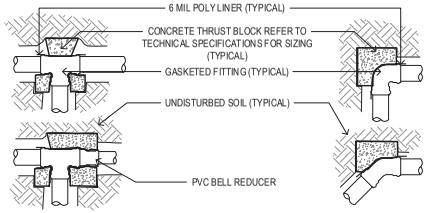



## 2 Backflow Preventer
SCALE: N.T.S.




NOTES:
1. SLEEVE ALL PIPE AND WIRE SEPARATELY.
2. ALL PIPE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. "SNAKE" UNSLEEVED LATERAL PIPE IN TRENCH. PROVIDE A MIN. OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
3. ALL 120-V WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS. TAPE AND BUNDLE 24-V WIRE EVERY 10' AND PROVIDE LOOSE 20" LOOP AT ALL CHANGES OF DIRECTION OVER 30 DEGREES.

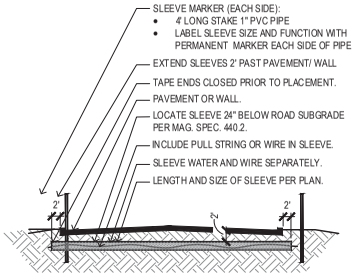
## 3 Trench Depth
SCALE:N.T.S.



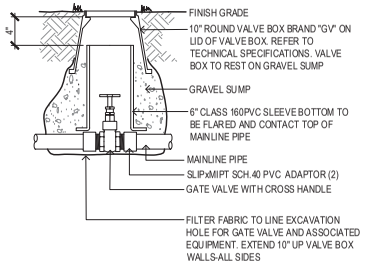

NOTE:
REFER TO IRRIGATION SPECIFICATIONS FOR REQUIRED MIN. REQUIRED C.U. OF EACH THRUST BLOCK

## 4 Thrust Block Installation
SCALE: N.T.S.

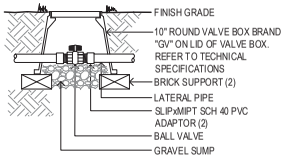
NOTE:
- SIMILAR TREATMENTS AT WALLS, WALKS OR PATIOS.
- COORDINATE SLEEVES INSTALLED BY UNDERGROUND UTILITY CONTRACTOR UNLESS OTHERWISE NOTED.



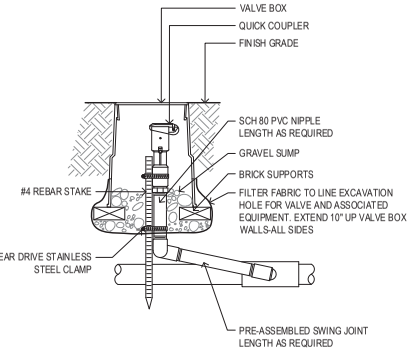

## 5 Pipe Sleeve Installation
SCALE: N.T.S.



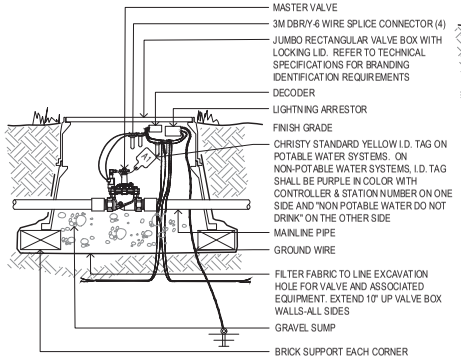

## 6 Gate Valve
SCALE: N.T.S.



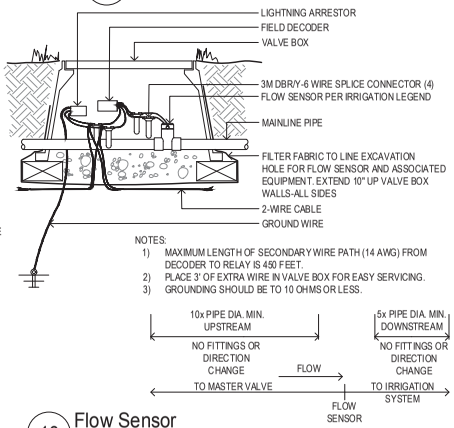

## 7 Ball Valve - Lateral
SCALE: N.T.S.




## 8 Quick Coupler
SCALE: N.T.S.



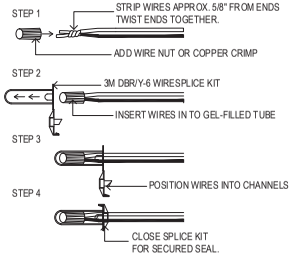

## 9 Master Valve
SCALE: N.T.S.




NOTES:
1) MAXIMUM LENGTH OF SECONDARY WIRE PATH (14 AWG) FROM DECODER TO RELAY IS 450 FEET.
2) PLACE 3' OF EXTRA WIRE IN VALVE BOX FOR EASY SERVICING.
3) GROUNDING SHOULD BE TO 10 OHMS OR LESS.




## 10 Flow Sensor
SCALE: N.T.S.

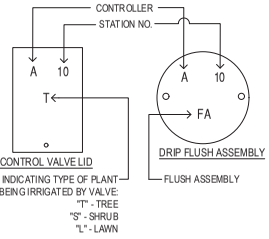



NOTE:
- FOR ALL WIRE SIZES NO. 14,12,&10.
- ALL CONNECTIONS IN VALVE BOX ONLY.

## 11 Wire Splicing
SCALE: N.T.S.

DRIP VALVE ASSEMBLY - (SEE BELOW)
DRIP FLUSH ASSEMBLY - (SEE BELOW)
QUICK COUPLER - "QC" (CENTER OF LID)
GATE VALVE - "GV" (CENTER OF LID)
AIR RELEASE VALVE - "AR" (CENTER OF LID)
V CONTROL VALVE - (SEE BELOW)
MASTER VALVE - "MV" (CENTER OF LID)
WIRE SPLICE - "WS" (CENTER OF LID)
FLOW SENSOR - "FS" (CENTER OF LID)

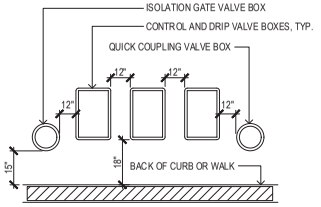
DO NOT USE DASHES, HYPHENS OR COMMAS. LETTERS MUST BE STRAIGHT, LEGIBLE, UNIFORM DEPTH IN LID, AND 1" MINIMUM TO 2" MAX IN HEIGHT. LIDS MISBRANDED SHALL BE REPLACED BY CONTRACTOR.




LETTER INDICATING TYPE OF PLANT MATERIAL BEING IRRIGATED BY VALVE:
"T" - TREE
"S" - SHRUB
"L" - LAWN

NOTE: BRAND CHARACTERS WITH HOT BRANDING IRON. REFER TO TECHNICAL SPECIFICATION FOR CHARACTER SIZE AND DEPTH REQUIREMENTS.

## 12 Valve Box Branding
SCALE: N.T.S.




## 13 Valve Box Layout
SCALE: N.T.S.

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REGISTERED LANDSCAPE ARCHITECT
ANDREW D. BARON
EXP. 2-31-21

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
irrigation details

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project number: 95-035-16
review number
sheet number: LA7.3

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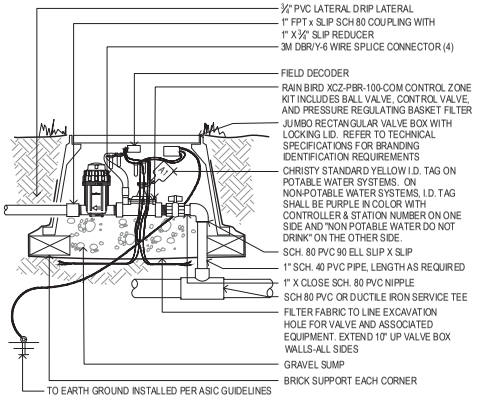
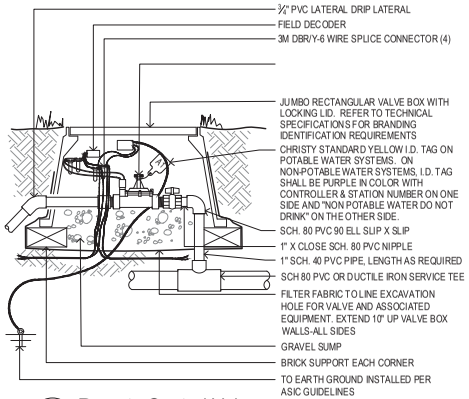
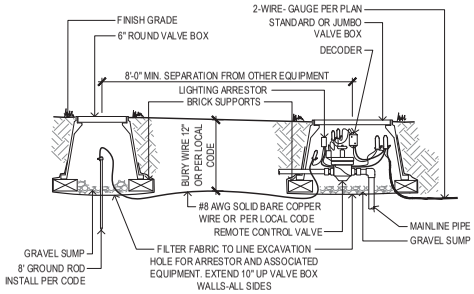


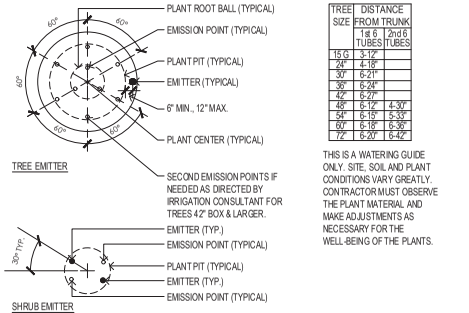

1 Drip Control Valve
SCALE: N.T.S.




2 Remote Control Valve
SCALE: N.T.S.




3 Lighting Arrestor Installation
SCALE: N.T.S.

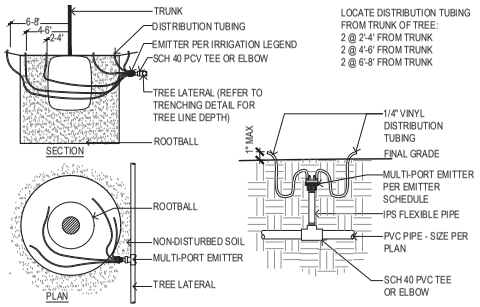



| TREE SIZE | DISTANCE FROM TRUNK | |
|---|---|---|
| | 1st 0.5 TUBES | 2nd 0.5 TUBES |
| 15 G | 3-12" | |
| 24" | 4-18" | |
| 30" | 5-21" | |
| 36" | 6-24" | |
| 42" | 6-27" | |
| 48" | 6-12" | 4-30" |
| 54" | 6-18" | 5-33" |
| 60" | 6-18" | 6-36" |
| 72" | 6-20" | 6-42" |

THIS IS A WATERING GUIDE ONLY. SITE, SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS NECESSARY FOR THE WELL-BEING OF THE PLANTS.

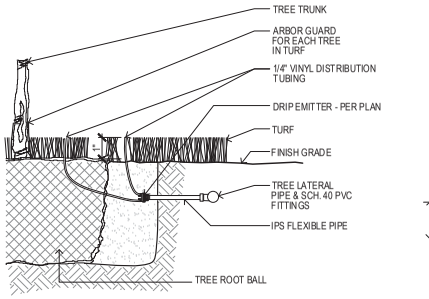
NOTE:
ALL EMISSION POINTS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. DETAIL REPRESENTS TYPICAL INSTALLATION, ANY ADDITIONAL EMISSION POINTS SHALL BE WITHIN PLANT PIT PERIMETER.

4 Tree & Shrub Emitter Locations
SCALE: N.T.S.




NOTES:
INSTALL PRESSURE COMPENSATING DRIP EMITTERS WITH DISTRIBUTION TUBES EQUALLY SPACED AROUND ROOTBALL . LOCATE EMITTER DISTRIBUTION TUBE ON UPHILL SIDE OF SLOPE. DISTRIBUTION TUBING TO BE INSTALLED SO THEY ARE VISIBLE NO GREATER THAN 1 INCH ABOVE FINISH GRADE. DETAIL REPRESENTS TYPICAL INSTALLATION, REFER TO IRRIGATION LEGEND FOR MULTI-PORT EMITTER QUANTITIES.

5 Multi-Port Drip Emitter - Tree
SCALE: N.T.S.




NOTES:
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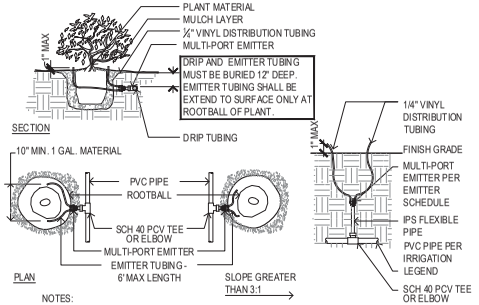
6 Tree Emitter in Turf
SCALE: N.T.S.




NOTES:
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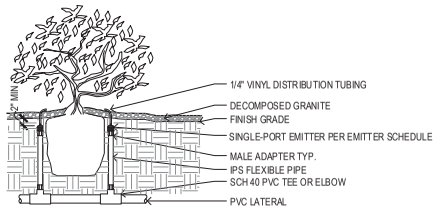
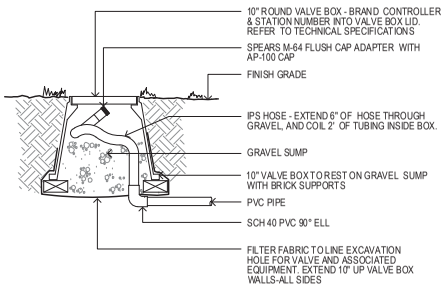
7 Multi-Port Drip Emitter - Shrub
SCALE: N.T.S.

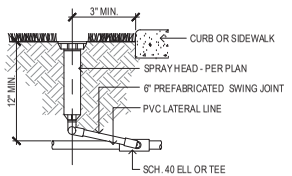



NOTES:
INSTALL PRESSURE COMPENSATING DRIP EMITTERS WITH DISTRIBUTION TUBES EQUALLY SPACED AROUND ROOTBALL . LOCATE EMITTER DISTRIBUTION TUBE ON UPHILL SIDE OF SLOPE. DISTRIBUTION TUBING TO BE INSTALLED SO THEY ARE VISIBLE NO GREATER THAN 1 INCH ABOVE FINISH GRADE. DETAIL REPRESENTS TYPICAL INSTALLATION, REFER TO IRRIGATION LEGEND FOR EMITTER QUANTITIES.

8 Single Drip Emitter
SCALE: N.T.S.

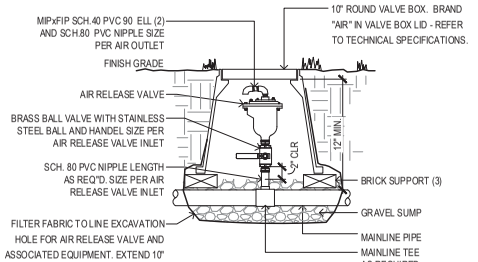



9 Drip Flush Assembly
SCALE: N.T.S.



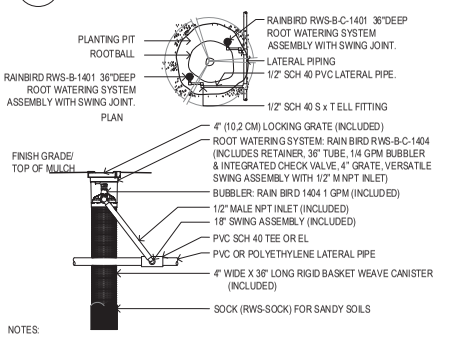

NOTES:
- USE VARIABLE ARC NOZZLES WHEN EDGES CURVE OR BEND.
- CONTRACTOR TO VERIFY SPRAY COVERAGE PRIOR TO SEED OR SOD INSTALLATION.
- CONTRACTOR TO ADJUST HEADS FOR COMPLETE COVERAGE WITHOUT OVERSPRAY AFTER TURF IS ESTABLISHED.
- DO NOT USE TEFLON TAPE ON PVC THREADED JOINTS. USE MANUFACTURES APPROVED SEALING COMPOUND.
- DO NOT OVER TIGHTEN.

10 Pop-Up Spray Head
SCALE: N.T.S.




NOTE:
AIR RELEASE ASSEMBLY TO BE LOCATED AT HIGHEST POINT OF ELEVATION OF MAINLINE PIPE.

11 Air Release Valve
SCALE: N.T.S.




NOTES:
1. 4" GRATE IS ALSO AVAILABLE IN PURPLE (RWS-GRATE-P).
2. INSTALL PRODUCT SO THAT THE GRATE IS EVEN WITH FINISH GRADE OR TOP OF MULCH.
3. OPTIONAL SAND SOCK (RWS-SOCK) IS 34" IN LENGTH TO COVER MESH BASKET AREA.
4. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD 3/4" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
5. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.

12 Tree Bubbler
SCALE: N.T.S.

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Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
irrigation details

mattamyHOMES

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revisions
1
2
3

issued for
- ☐ design dev.
- ☐ progress set
- ■ city submittal
- ☐ bid package
- ☐ construction

title: irrigation details
date issued: 10.23.19
scale: per detail
drawn by: JC, KB
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sheet number: LA7.4

\\FSERVER\Projects1\Mattamy\Roosevelt Park\Drawings\Pre-Plat\Phase 2\07b-Irrigation Details_ RP-P2.dwg

# SECTION 32 90 00 - PLANTING

## PART 1 - GENERAL

**1.01 WORK INCLUDED**

A. LANDSCAPE FINE GRADING;
B. SOIL PREPARATION;
C. TREE SUPPORTS AND HEADERS;
D. PLANTING;
E. WATERING;
F. MAINTENANCE.

**1.02 DEFINITIONS:**

**PLANTS** - ALL SHRUBS AND CACTI OTHER THAN TREES, AND TURF.
**PLANT MATERIAL** - ALL TREES, SHRUBS, SUCCULENTS, CACTI, GROUND COVER, AND OTHER PLANTS.

**1.03 RELATED WORK**

CONTRACTOR: MINIMUM FIVE (5) YEARS EXPERIENCE IN SUPPLY AND INSTALLATION OF LANDSCAPE MATERIALS.

**1.04 SOURCE QUALITY CONTROL**

PROVIDE CERTIFICATES OF INSPECTION FOR ALL MATERIALS AS REQUIRED BY THIS SPECIFICATION AND/OR PREVAILING LAW OR REGULATION.

DEVELOPER'S REPRESENTATIVE SHALL REVIEW PLANT MATERIAL PRIOR TO PLANTING. ANY MATERIAL DEEMED UNACCEPTABLE SHALL BE REMOVED FROM THE SITE AND NOT PLANTED.

PROVIDE TREES AND SHRUBS GROWN IN A RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PROVIDE HEALTHY, UNDAMAGED, VIGOROUS STOCK GROWN UNDER CLIMACTIC CONDITIONS SIMILAR TO CONDITIONS AT PROJECT SITE AND FREE OF DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS SUCH AS SUN-SCALD, KNOTS, INJURIES, ABRASIONS OR DISFIGUREMENTS. PROVIDE TREES AND SHRUBS OF THE SIZES INDICATED. TREES AND SHRUBS OF SIZES LARGER THAN THOSE INDICATED MAY BE USED PROVIDED ROOTS, ROOT BALL, STAKING AND PLANTING PITS ARE INCREASED PROPORTIONATELY.

**1.05 REFERENCE STANDARDS**

ANSI 60.1 - AMERICAN STANDARDS FOR NURSERY STOCK, INTERNATIONAL SOCIETY OF ARBORICULTURE.

**1.06 SAMPLES**

SUBMIT SAMPLES TO DEVELOPER'S REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK FOR THE FOLLOWING MATERIAL:
A. TOPSOIL FOR BACKFILL MIX;
B. MULCHES;
C. TREE SUPPORTS;
D. INERT GROUNDCOVERS ;
E. BOULDERS;
F. STEEL EDGING - SIX INCH (6") SAMPLE LENGTH.

THE DEVELOPER'S REPRESENTATIVE RESERVES THE RIGHT TO TAKE AND ANALYZE SAMPLES OF MATERIALS FOR CONFORMITY TO SPECIFICATION AT ANY TIME. FURNISH SAMPLES UPON REQUEST BY DEVELOPER'S REPRESENTATIVE.

**1.07 PRODUCTS**

SUBMIT MANUFACTURER'S COMPREHENSIVE PRODUCT DESCRIPTION, INCLUDING SPECIFICATIONS AND INSTALLATION INSTRUCTIONS TO DEVELOPER'S REPRESENTATIVE, A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK.

**1.08 CERTIFICATES AND TEST REPORTS**

PROVIDE AND PAY FOR ALL MATERIALS TESTING. TESTING AGENCY SHALL BE ACCEPTABLE TO THE DEVELOPER'S REPRESENTATIVE.

SUBMIT TO DEVELOPER'S REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK, TWO (2) COPIES OF CERTIFICATES OF INSPECTION AS REQUIRED BY THESE SPECIFICATIONS, JURISDICTIONAL AUTHORITIES, AND VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS, FERTILIZER MATERIALS, AND CHEMICALS. SUBMIT OTHER DATA SUBSTANTIATION THAT MATERIALS COMPLY WITH SPECIFIED REQUIREMENTS. CERTIFICATES ARE REQUIRED TO DETERMINE THE QUALITY AND QUANTITY OF ALL SPECIFIED SOIL AMENDMENTS.

MATERIALS CERTIFICATION TO BE SUBMITTED INCLUDE, BUT ARE NOT LIMITED TO:
A. TOPSOIL SOURCE AND NUTRIENT ANALYSIS;
B. MULCH;
C. FERTILIZERS/SOIL AMENDMENTS/CHEMICALS.

TEST REPRESENTATIVE MATERIAL SAMPLES PROPOSED FOR USE. PROVIDE THE FOLLOWING DATA:
A. TOPSOIL AND PLANTING BACKFILL;
B. SOIL PH;
C. PARTICLE SIZE, PERCENTAGE SOIL TEXTURE;
D. PERCENTAGE ORGANIC MATERIAL;
E. NUTRIENT LEVEL ANALYSIS;
F. ALL MACRO, SECONDARY AND MICRONUTRIENTS;
G. SALINITY;
H. PERCOLATION RATE.

RECOMMENDATIONS ON TYPE AND QUANTITY OF AMENDMENTS REQUIRED TO BRING LEVELS INTO ACCEPTABLE RANGES AS DETAILED IN **PART 2 - PRODUCTS** OF MATERIALS OF THESE SPECIFICATIONS.

SEPARATE RECOMMENDATIONS TO BE SUBMITTED FOR EACH CROP. CROP TO BE IDENTIFIED AS:
A. IRRIGATED TREES, SHRUBS, AND GROUNDCOVERS;
B. TURF OR LAWN.

**1.09 MAINTENANCE DATA**

SUBMIT TO DEVELOPER'S REPRESENTATIVE TWO (2) COPIES OF WRITTEN INSTRUCTIONS, PRIOR TO EXPIRATION OF THE INITIAL MAINTENANCE PERIOD, RECOMMENDING PROCEDURES TO BE FOLLOWED BY THE DEVELOPER FOR THE MAINTENANCE OF LANDSCAPE WORK FOR ONE FULL YEAR.

**1.10 PRODUCT DELIVERY, STORAGE AND HANDLING**

DELIVER PACKAGED MATERIALS IN CONTAINERS SHOWING WEIGHT, ANALYSIS AND IDENTIFICATION OF MANUFACTURER. PROTECT MATERIALS FROM ENVIRONMENTAL CONDITIONS AND DETERIORATION AT ALL TIMES.

PROVIDE PROTECTIVE COVERS TO PLANT LIFE AND TREES DURING DELIVERY. DO NOT PRUNE TREES PRIOR TO DELIVERY. DO NOT BEND TREES OR SHRUBS IN SUCH A MANNER AS TO CAUSE DAMAGE OR DESTROY SHAPE.

DELIVER MATERIALS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED. IF PLANTING IS DELAYED FOR MORE THAN EIGHT (8) HOURS AFTER DELIVERY, SET PLANT MATERIAL IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE AND KEEP ROOTS MOIST.

DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS UNTIL PLANTING TIME.

**1.11 SITE CONDITIONS**

DETERMINE LOCATION OF UNDERGROUND UTILITIES. USE PROFESSIONAL SERVICES TO DETERMINE LOCATIONS. EXECUTE WORK AS REQUIRED TO PREVENT DAMAGE.

MAINTAIN GRADE STAKES SET BY OTHERS UNTIL DIRECTED OTHERWISE.

PROTECT OF ALL EXISTING PLANTS TO REMAIN:
A. DO NOT STORE MATERIALS OR EQUIPMENT, PERMIT BURNING, OR OPERATE OR PARK EQUIPMENT UNDER THE BRANCH OF ANY EXISTING PLANT OR PLANT MATERIAL TO REMAIN EXCEPT AS ACTUALLY REQUIRED FOR CONSTRUCTION IN THOSE AREAS;
B. PROVIDE BARRICADES, FENCES OR OTHER BARRIERS AS NECESSARY AT THE DRIP LINE TO PROTECT EXISTING PLANTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION;
C. NOTIFY OWNER'S REPRESENTATIVE IN ANY CASE WHERE CONTRACTOR FEELS GRADING OR OTHER CONSTRUCTION CALLED FOR BY CONTRACT DOCUMENTS MAY DAMAGE EXISTING PLANTS TO REMAIN;
D. IF EXISTING PLANTS TO REMAIN ARE DAMAGE DURING CONSTRUCTION, CONTRACTOR SHALL REPLACE SUCH PLANTS OF THE SAME SPECIES AND SIZE AS THOSE DAMAGED AT NO COST TO OWNER. DETERMINATION OF EXTENT OF DAMAGE AND VALUE OF DAMAGED PLANT SHALL REST SOLELY WITH OWNER'S REPRESENTATIVE.

**1.12 WARRANTY**

SUBMIT WARRANTY TO DEVELOPER'S REPRESENTATIVE.

**TREES, SAGUAROS, YUCCAS, AND OCOTILLOS:**
A. WARRANT THAT TREES, SAGUAROS, YUCCAS AND OCOTILLOS WILL BE ALIVE AND IN GOOD HEALTH FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE EXCEPT FOR DEFECTS RESULTING FROM NEGLECT BY DEVELOPER OR ABUSE BY OTHERS.

B. DEVELOPER MUST FOLLOW CONTRACTOR'S MAINTENANCE SCHEDULE AND PROVIDE CURRENT MAINTENANCE LOG TO DEVELOPER'S REPRESENTATIVE.

C. REMOVE AND REPLACE DEAD, UNHEALTHY OR GIRDLED TREES, YUCCAS AND OCOTILLOS THAT LOSE ORIGINAL FORM AND SIZE DURING WARRANTY PERIOD WITH MATERIAL EQUAL TO THAT SPECIFIED. REPLACE ANY MATERIAL WHICH DOES NOT MEET REQUIREMENTS WITHIN THIRTY DAYS OF NOTIFICATION. ALL REPLACEMENT MATERIAL SHALL BE SUBJECT TO AN ADDITIONAL ONE (1) YEAR MAINTENANCE PERIOD.

D. IF OLIVE TREES PRODUCE FRUIT WITHIN THE FIRST YEAR, ANY OLIVE TREE WHICH PRODUCES FRUIT SHALL BE REPLACED.

**SHRUBS AND OTHER PLANTINGS"**
A. GUARANTEE ALL OTHER PLANTING WILL BE ALIVE AND IN SATISFACTORY CONDITION FOR A PERIOD OF NINETY (90) DAYS FROM DATE OF ACCEPTANCE OR WILL BE REPLACED AT NO ADDITIONAL COST TO THE DEVELOPER.

B. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY, STURDY CONDITION DURING THE WARRANTY PERIOD BY THE CONTRACTOR. TURF SHALL BE MOWED AND TRIMMED WEEKLY AFTER ROOT ESTABLISHMENT.

C. ALL REPLACEMENT PLANTS, INCLUDING SHRUBS, CACTI, GROUNDCOVERS, VINES AND PERENNIALS SHALL BE SUBJECT TO AN ADDITIONAL NINETY (90) DAY MAINTENANCE PERIOD.

## PART 2 - PRODUCTS

**2.01 FILL MATERIALS**

PROVIDE DRY, LOOSE MATERIAL FOR FILL, BACKFILL, PLANTING BACKFILL AND TOPSOIL FOR PLANTER BEDS. FROZEN OR MUDDY SOILS ARE NOT ACCEPTABLE. SALTS ARE NOT TO EXCEED ONE THOUSAND FIVE HUNDRED (1,500) PPM, AND SOILS SHALL BE FREE OF DEBRIS, NOXIOUS WEEDS, INGREDIENTS OR OBJECTS DETRIMENTAL TO HEALTHY PLANT GROWTH.

**TOPSOIL** - SCREENED, FERTILE, FRIABLE, FROM WELL DRAINED ARABLE LAND, FREE OF NOXIOUS WEEDS, REFUSE, ROOTS, HEAVY CLAY OR ANY MATERIAL TOXIC TO PLANT GROWTH; CONTENTS SHALL BE AS FOLLOWS:

- SILT: 20-45%
- CLAY: 15-20%
- SAND: 30-60%
- PH: 7.0-8.3
- SOLUBLE SALTS: 1,500 PPM
- ORGANIC MATERIAL (NATURAL OR OTHERWISE): 2% MINIMUM
- NUTRIENTS: ENOUGH TO BRING LEVELS OF ACCEPTABLE PLANT GROWTH.

PERCOLATION RATE SHALL BE BETWEEN THREE INCHES (3") TO FOUR INCHES (4") PER HOUR. EXISTING TOPSOIL MAY BE USED PROVIDED IT MEETS THESE REQUIREMENTS. IMPORTED TOPSOIL MUST BE PROVEN TO MEET THESE REQUIREMENTS.

**2.02 COMMERCIAL GRADE FERTILIZERS**

AGRI-SUL, DISPERSAL - USE ONLY FOR SULFUR AGRICULTURE GRADE GYPSUM, OSMACOTE, 'SIERRA-BLEN', APPLY AT MANUFACTURER'S RECOMMENDED RATE FOR EACH PLANTING TYPE.

**2.03 SOIL AMENDMENTS**

WOOD SHAVINGS: NITROGEN STABILIZED FIR OR PINE SHAVINGS CONTAINING 0.75% TOTAL NITROGEN AND 0.1 TO 0.15% TOTAL IRON, AND UNDER SIXTY (60) PPM TOTAL MANGANESE; COMPOSTED, LEACHED AND AGED FOR A MINIMUM OF TEN (10) TO TWELVE (12) MONTHS; PH FACTOR, 4.0 TO 4.5. NO SOIL AMENDMENTS ARE REQUIRED FOR SALVAGED PLANT MATERIAL AND CACTI UNLESS OTHERWISE SPECIFIED.

**2.04 TREE SUPPORTS**

TREE STAKES: COPPER NAPTHENATE IMPREGNATED LODGE POLE TWELVE FEET (12') IN LENGTH FOR TREES FIVE (5) GALLON TO THIRTY-SIX INCH (36") BOX, 2 LODGE POLES PER TREE, THREE (3) POLES FOR MULTI-TRUNK TREES. TREE STAKES ARE NOT REQUIRED FOR SALVAGED PLANT MATERIAL OR FORTY-EIGHT INCH (48") BOX TREES OR LARGER, UNLESS DETERMINED OTHERWISE BY LANDSCAPE ARCHITECT DUE TO HIGH WIND CONDITIONS.

TREE TIES: PROVIDE A MINIMUM OF TWO (2) PER TREE, EIGHTEEN INCH (18") TREE STRAP BY STAR NURSERY (WWW.STARNURSERY.COM) OR APPROVED EQUAL, BEIGE, WITH GROMMETS. NO. TEN (10) GAUGE PLIABLE ZINC COATED IRON WIRE TO BE THREADED THROUGH GROMMETS AND CONNECTED TO TREE STAKES. WIRE WILL NOT MAKE CONTACT WITH TREE.

**2.05 HERBICIDES**

PRE-EMERGENT HERBICIDE SHALL BE SURFLAN AS MANUFACTURED BY DOW/ELANCO CHEMICAL COMPANY OR EQUAL.

**2.06 PESTICIDES**

SHALL BE ORTHO "LINDANE BORER AND LEAF MINER SPRAY" BY ORTHO, CONSUMER PRODUCTS DIVISION, CHEVRON CHEMICAL COMPANY, SAN FRANCISCO, CA 94119, or "BORER KILLER ,BY GREENLIGHT COMPANY, SAN ANTONIO, TX 78217.

CONTACT HERBICIDE SHALL BE SUBMITTED BY CONTRACTOR TO DEVELOPER'S REPRESENTATIVE.

**2.07 PLANT MATERIAL**

HEALTHY, SHAPELY AND WELL ROOTED. ROOTS SHALL SHOW NO EVIDENCE OF HAVING BEEN RESTRICTED OR DEFORMED AT ANY TIME. ALL PLANTS SHALL HAVE NORMALLY DEVELOPED BRANCHING. PLANTS SHALL BE FREE FROM DISFIGURING KNOTS, SUN SCALD INJURIES AND ABRASIONS OF BARK. PLANTS NOT MEETING THESE REQUIREMENTS SHALL BE CONSIDERED DEFECTIVE AND SHALL BE REPLACED IMMEDIATELY. ALL PLANTS SHALL BE TRUE TO NAME AND SHALL BE TAGGED, ONE (1) OF EACH VARIETY. ALL PLANT MATERIAL SHALL BE GROWN IN NURSERIES INSPECTED BY THE STATE DEPARTMENT OF AGRICULTURE.

SPECIMEN PLANT MATERIAL SHALL BE SELECTED AND TAGGED AT THE GROWERS NURSERY PRIOR TO SHIPMENT.

PLANTS SHALL BE MEASURED WHEN BRANCHES ARE IN THEIR NORMAL POSITION. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO MAIN BODY OF PLANT AND NOT BRANCH TIP TO TIP. CALIPER MEASUREMENT SHALL BE TAKEN AT A POINT ON THE TRUNK SIX INCHES (6") ABOVE NATURAL GROUND LINE FOR TREES UP TO FOUR INCHES (4") IN CALIPER AND AT A POINT TWELVE INCHES (12") ABOVE THE NATURAL GROUND LINE FOR TREES OVER FOUR INCHES (4") IN CALIPER. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN FORTY PERCENT (40%) OF THE PLANTS SHALL BE LARGE AS THE MAXIMUM SIZE SPECIFIED. THE MEASUREMENTS SPECIFIED ARE THE MINIMUM SIZE ACCEPTABLE AND ARE THE MEASUREMENTS AFTER PRUNING, WHERE PRUNING IS REQUIRED. PLANTS THAT MEET THE MEASUREMENTS SPECIFIED, BUT DO NOT POSSESS A NORMAL BALANCE BETWEEN HEIGHT AND SPREAD SHALL BE REJECTED.

CONTAINER STOCK, WHEN SPECIFIED, SHALL HAVE GROWN IN THE CONTAINERS IN WHICH DELIVERED FOR AT LEAST SIX (6) MONTHS, BUT NOT OVER TWO (2) YEARS. SAMPLES MUST PROVE NO ROOTBOUND CONDITIONS EXIST. NO CONTAINER PLANTS THAT HAVE CRACKED OR BROKEN BALLS OF EARTH WHEN TAKEN FROM CONTAINER SHALL BE PLANTED EXCEPT UPON SPECIAL APPROVAL BY OWNER'S REPRESENTATIVE. CONTAINER STOCK SHALL NOT BE PRUNED BEFORE DELIVERY. FIELD GROWN PLANTS RECENTLY TRANSPLANTED INTO CONTAINERS WILL NOT BE ACCEPTED.

SOD SHALL BE DENSE WITH THE GRASS HAVING BEEN MOWED AT A HEIGHT OF ONE INCH (1") PRIOR TO REMOVAL FROM FIELD. ALL GRASS SHALL BE GROWN ON FUMIGATED FIELDS. SOD SHALL NOT BE STACKED FOR MORE THAN 24 HOURS BETWEEN TIME OF CUTTING AND TIME OF DELIVERY

**2.08 INERT GROUNDCOVER**

INERT GROUNDCOVERS, INCLUDING BUT NOT LIMITED TO, DECOMPOSED GRANITE (D.G.), CRUSHED ROCK, AND RIVER ROCK SHALL HAVE A MINIMUM TWO INCHES (2") THICK COVERAGE, UNLESS NOTED OTHERWISE ON PLANS. INERTS SHALL BE THE SIZE AND COLOR AS PER PLAN, AND SHALL BE TAKEN FROM A SINGLE QUARRY.

**2.09 EDGING**

EDGING, INCLUDING BUT NOT LIMITED TO, POLY OR STEEL PRODUCT, SHALL BE OF THE SIZE (GAUGE AND DEPTH) SPECIFIED ON PLANS AND DRAWINGS. SAMPLES SHALL BE SUBMITTED BY CONTRACTOR FOR APPROVAL.

## PART 3 - EXECUTION

**3.01 GENERAL**

INSTALL ALL MATERIAL IN ACCORDANCE WITH THE METHODS, TECHNIQUES AND SPECIFICATIONS OF EACH MANUFACTURER AND THESE SPECIFICATIONS. DO NOT BEGIN PLANTING UNTIL COMPLETION OF THE SITE GRADING AND INSTALLATION OF A FULLY FUNCTIONAL UNDERGROUND IRRIGATION SYSTEM IS IN PLACE.

**3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL**

INSPECT THE INTEGRITY OF ALL DAMP-PROOFING AND WATER PROOFING MEMBRANES WHICH OCCUR OVER, ON OR AGAINST ANY CONSTRUCTION TO BE FULLY OR PARTIALLY CONCEALED BY EARTHWORK PRIOR TO THE PLACEMENT OF ANY IMPORTED SOIL, BACKFILL, GRAVEL FILL OR SUB-BASE.

**3.03 TOPSOIL**

IMPORT ADDITIONAL TOPSOIL ONLY AS REQUIRED TO BRING PLANTING AREAS UP TO FINISH GRADE OR PER TURF OR PLANTING BED REQUIREMENTS. SPREAD AND CULTIVATE SOIL SO THAT NO SETTLING TAKES PLACE AT ANY TIME.

**3.04 LANDSCAPE FINE GRADING**

ALLOW FOR THE ADDITION OF SOIL AMENDMENTS, CONDITIONERS AND ANY SPECIFIED TOP DRESSING WHEN DETERMINING AND EXECUTING FINISH GRADE. SET FINISH GRADE TWO AND ONE HALF INCHES (2 1/2") BELOW ADJACENT PAVING, CURB AND HEADERS TO ALLOW FOR DECOMPOSED GRANITE, GROUNDCOVER MULCH OR TURF SOD.

COMPLETE ALL FINISH GRADING PRIOR TO PLANTING. CULTIVATE ALL AREAS SO THAT THERE ARE NO HUMPS OR HOLLOWS, AND THE AREA DRAINS AS DESIGNED. GRADE AND MAINTAIN ALL FLOW LINES, DESIGNATED OR NOT, TO ALLOW FREE FLOW OF SURFACE WATER. CULTIVATE ENTIRE AREA TO A DEPTH OF SIX INCHES (6") MINIMUM AND REMOVE ALL ROCK IN EXCESS IF ONE AND ONE HALF INCHES (1 1/2"), ALL BUILDING RUBBLE, BUILDING CONSTRUCTION MATERIAL, WASTE AND ANY OTHER MATERIAL THAT MAY IMPAIR SATISFACTORY GROWTH.

**3.05 INERT GROUNDCOVERS**

APPLY INERT GROUNDCOVERS TO A TWO INCH (2") DEPTH WITHIN ONE HALF INCH (1/2") OF THE TOP OF ADJACENT CURB OR SIDEWALK.

**3.06 HERBICIDE APPLICATION**

ALL AREAS SHALL BE MAINTAINED WEED-FREE AT ALL TIMES DURING CONSTRUCTION.

DO NOT APPLY PRE-EMERGENT HERBICIDES AT LOCATIONS OF REVEGETATION SEEDING. THE CONTRACTOR SHALL MANUALLY REMOVE INVASIVE WEEDS WITHIN THESE AREAS.

**3.07 TREE SUPPORT**

INSTALL TREE SUPPORTS AS SHOWN ON THE DRAWINGS WITHIN FORTY-EIGHT (48) HOURS OF PLANTING.

TREE SUPPORTS SHALL BE INSTALLED TO PREVENT RUBBING AND GIRDLING, YET ALLOW FOR TRUNK MOVEMENT. TREE TIES THAT ENCIRCLE TRUNKS SHALL BE LARGE ENOUGH TO ALLOW FOR NORMAL GROWTH OF THE TRUNK DURING THE FIRST YEAR WITHOUT GIRDLING.

**3.08 TREES, SHRUBS, AND VINES**

LAYOUT PLANT LOCATIONS WITH STAKES OR FLAGS PRIOR TO PLANTING. COORDINATE WITH DEVELOPER'S REPRESENTATIVE TO ASSURE APPROPRIATE LOCATION.

TEST DRAINAGE OF PLANT BEDS AND PITS BY FILLING WITH WATER. NOTIFY DEVELOPER'S REPRESENTATIVE OF AREAS WHERE WATER IS RETAINED MORE THAN TWENTY-FOUR (24) HOURS AND REQUEST A HARDPAN PLANTING DETAIL.

WHERE ROCK, UNDERGROUND CONSTRUCTION OR OTHER DETRIMENTAL CONDITIONS ARE ENCOUNTERED AT PLANT PITS, DEVELOPER'S REPRESENTATIVE MAY SELECTIVE ALTERNATE LOCATION.

DO NOT EXPOSE ROOTS TO AIR EXCEPT DURING TRANSPLANTING. SET TOP OF PLANTS AT SAME LEVEL WHEN PLANTED AS IN THE CONTAINER

DIG PITS WITH PERPENDICULAR SIDES TO A MINIMUM OF TWO (2) TO THREE (3) TIMES THE WIDTH (SEE DETAILS) OF THE ROOT BALL FOR CONTAINERIZED TREES AND SHRUBS. DIG PITS ONLY AS DEEP AS THE ROOT BALL TO PREVENT SETTLING OF THE TREE OR SHRUB.

**3.09 BACKFILLING**

BACKFILL PLANT PITS AND FORM A TEMPORARY SHALLOW BASIN AROUND THE PLANT TO HOLD ENOUGH WATER TO SATURATE THE ROOT BALL AND BACKFILL. WATER PLANTS IMMEDIATELY AFTER PLANTING AND ALLOW BACKFILL TO SETTLE IN PLANT PIT. DO NOT WATER OCOTILLOS AFTER PLANTING. REMOVE BASIN PRIOR TO INSTALLATION OF INERT GROUNDCOVERS OR TURF.

TREAT ALL PLANTING AREAS WITH A PRE-EMERGENT, WITH THE EXCEPTION OF THE REVEGETATED SEED AREAS.

**3.10 ANNUALS**

AT TIME OF TRANSPLANTING, SOIL IN FLATS SHALL BE SUFFICIENTLY MOIST SO AS NOT TO FALL APART WHEN LIFTING PLANTS. PLANT EACH PLANT WITH ITS PROPORTIONATE AMOUNT OF THE FLAT SOIL IN A MANNER THAT WILL ENSURE A MINIMUM DISTURBANCE TO THE ROOT STRUCTURE.

PLANT FLAT MATERIAL SUFFICIENTLY DEEP TO COVER ALL ROOTS. FIRMLY TAMP THE EARTH AROUND EACH PLANT TO FORCE OUT LARGE AIR POCKETS.

**3.11 SOD**

**SOIL PREPARATION**
PROVIDE SOIL WITH AN ORGANIC MATTER CONTENT OF TWENTY-FIVE PERCENT (25%) TO THIRTY PERCENT (30%). INCORPORATE INTO SOIL BY TILLING THE SOIL TO A DEPTH OF SIX INCHES (6") THOROUGHLY. REMOVE DEBRIS, WEEDS AND ROCKS FROM SOIL.

**SOIL AMENDMENTS**
PRIOR TO TILLING, APPLY GYPSUM AT A RATE OF ONE HUNDRED (100) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET, PHOSPHATE AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET AND SOIL SULFUR AT FIVE POUNDS PER ONE THOUSAND (1,000) SQUARE FEET.

**SOD INSTALLATION**
INSTALL SOD ALONG THE STRAIGHTEST EDGE OF TURF AREA. STAGGER JOINTS IN A BRICK- LIKE PATTERN. AVOID GAPS AND OVERLAPPING. PLACE SOD DIAGONALLY ACROSS SLOPES, SO IT CANNOT SLIDE, AND SO THAT IT PROVIDES COMPLETE COVER WITH NO BROWN SECTIONS OR CRACKS SHOWING. WATER SOD AT LEAST EVERY THIRTY (30) MINUTES. AFTER INSTALLATION, WATER LIGHTLY AND ROLL IN TWO (2") DIRECTIONS WITH A SOD ROLLER.

**3.12 WATERING**

WATER ALL PLANTS IMMEDIATELY AFTER PLANTING TO AVOID DRYING OUT, TO THE FULL DEPTH, SATURATING THE ROOT BALL OF EACH PLANT HOLE.

REPEAT WATERING AS OFTEN AS NECESSARY TO KEEP THE GROUND MOIST BUT NOT SOAKED, WELL BELOW THE ROOT SYSTEM OF THE PLANTS.

**3.13 CLEAN UP**

KEEP ALL AREAS CLEAN AND ORDERLY DURING AND AFTER EXECUTION OF WORK.

**3.14 PRUNING**

PRUNE SHRUBS AND TREES UPON COMPLETION OF THE WORK, ACCORDING TO STANDARD HORTICULTURAL PRACTICES TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES AND TO REPAIR OR REPLACE INJURED PLANTS AS DIRECTED. LIMIT PRUNING ONLY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES AND TO COMPENSATE FOR LOSS OF ROOTS AS A RESULT OF PLANTING OPERATIONS.

**3.15 MAINTENANCE PERIOD**

UPON SUBSTANTIAL COMPLETION, AS DETERMINED BY THE DEVELOPER'S REPRESENTATIVE, IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT, THE CONTRACTOR SHALL BE NOTIFIED IN WRITING THAT THE MAINTENANCE PERIOD IS TO BEGIN.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF LANDSCAPED AREAS FOR A PERIOD OF NINETY (90) DAYS. MAINTENANCE INCLUDES WATERING TREES AND GRASSES, MONITORING AND ADJUSTING THE IRRIGATION SYSTEM AS NECESSARY, MOWING AND TRIMMING LAWN AREAS, PRUNING AND TRIMMING PLANT MATERIAL, WEED REMOVAL AND CULTIVATING PLANT BEDS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SPRINKLER IRRIGATION SYSTEM, INCLUDING MONITORING AND ADJUSTING THE DURATION AND FREQUENCY OF THE WATERING SCHEDULE, ADJUSTMENT OF HEADS FOR COVERAGE AND ELEVATION, REPAIR OF LEAKS IN BOTH MAIN AND LATERAL LINES, AND ALL OTHER WORK REQUIRED TO ESTABLISH A COMPLETE WORKING SPRINKLER IRRIGATION SYSTEM.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF NEW PLANTING, INCLUDING WATERING, CULTIVATING, WEEDING, MULCHING, RE-STAKING, TIGHTENING AND REPAIRING GUYS, RESETTING PLANTS TO PROPER GRADES AND POSITION, MAINTENANCE OF TEMPORARY TREE WELLS AND FURNISHING AND SUPPLYING ALL FERTILIZERS, HERBICIDES AND PESTICIDES TO MAINTAIN A THRIVING LANDSCAPE.

LANDSCAPE CONTRACTOR, IN ORDER TO PROTECT HIS GUARANTEE, SHALL GIVE TYPEWRITTEN TO DEVELOPER, A COMPLETE MAINTENANCE INSTRUCTION BOOKLET IN THE CARE AND FEEDING OF THE LANDSCAPE.

LANDSCAPE CONTRACTOR SHALL REQUEST, IN WRITING, A FINAL INSPECTION AT THE COMPLETION OF THE MAINTENANCE PERIOD. IF THE DEVELOPER'S REPRESENTATIVE DETERMINES THE WORK IS SATISFACTORY, THE MAINTENANCE PERIOD WILL END ON THE DATE OF THE FINAL INSPECTION. IF THE MAINTENANCE IS UNSATISFACTORY, THE MAINTENANCE PERIOD WILL BE EXTENDED, AT THE CONTRACTOR'S EXPENSE, UNTIL SUCH TIME AS ALL CORRECTIONS ARE MADE AND THE WORK IS INSPECTED AND APPROVED BY THE DEVELOPER'S REPRESENTATIVE. RETENTION WILL NOT BE RELEASED UNTIL FINAL INSPECTION IS MADE AND APPROVAL ISSUED BY THE DEVELOPER'S REPRESENTATIVE.

**3.16 FIELD QUALITY CONTROL**

NOTIFY DEVELOPER'S REPRESENTATIVE OF THE REQUIREMENT FOR INSPECTIONS AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE. INSPECTIONS ARE REQUIRED, BUT NOT LIMITED TO, THE FOLLOWING:
A. INSPECTION AND ACCEPTANCE OF PLANT MATERIAL PRIOR TO SHIPPING;
B. AT COMPLETION OF ROUGH GRADE PRIOR TO BOULDER PLACEMENT;
C. AT COMPLETION OF LANDSCAPE FINISH GRADING AND SOIL PREPARATION, PRIOR TO PLANTING;
D. AT LAYOUT OF IRRIGATION SYSTEM, PRIOR TO INSTALLATION OF IRRIGATION SYSTEM;
E. AT INSTALLATION OF IRRIGATION SYSTEM, PRIOR TO BACKFILLING TRENCHES AND PLANTING;
F. DURING INSTALLATION OF SPECIMEN TREE, PALM OR OTHER SPECIMEN PLANT MATERIAL;
G. AFTER STAKING LOCATIONS FOR PLANT HOLES, BUT PRIOR TO PLANTING;
H. DURING THE PLANTING PROCESS;
I. DURING THE PLACEMENT AND AIMING OF ALL LIGHT FIXTURES;
J. AT SUBSTANTIAL COMPLETION OF THE WORK;
K. DURING WARRANTY PERIOD TO OBSERVE MAINTENANCE PROCEDURES;
L. AT FINAL COMPLETION OF THE WORK.

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON 10/23/19 ARIZONA EXP. 12-31-21
PRELIMINARY NOT FOR CONSTRUCTION

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Planting Specifications

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revisions

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☐ design dev.
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# SECTION 32 80 00 - IRRIGATION

## PART I - GENERAL

**1.01 WORK INCLUDED**

WORK OF THIS SECTION GENERALLY INCLUDES A PROVISION FOR AN UNDERGROUND IRRIGATION SYSTEM INCLUDING THE FOLLOWING:
- TRENCHING, STOCKPILING, EXCAVATION OF MATERIALS, AND REFILLING TRENCHES;
- COMPLETE SYSTEMS INCLUDING BUT NOT LIMITED TO FURNISHING AND INSTALLING PIPING, BACKFLOW PREVENTER, ASSEMBLIES, VALVES, FITTINGS, HEADS, CONTROLLER WIRING, AND FINAL ADJUSTMENTS TO ENSURE EFFICIENT COVERAGE AS DETERMINED BY CONSULTANT;
- BORING UNDER EXISTING PAVING FOR PIPING AND R.C. WIRING WHERE INDICATED ON PLANS;
- COORDINATION AND COSTS OF WATER METERS, TAPS AND WATER CONNECTIONS;
- REPLACEMENTS OF UNSATISFACTORY MATERIALS;
- CLEAN-UP, INSPECTION, AND APPROVAL;
- TESTS.

**1. 02 REFERENCES**

PERFORM WORK IN ACCORDANCE WITH APPLICABLE LAWS, CODES, ORDINANCES, RULES AND REGULATIONS. CONFORM TO REQUIREMENTS OF REFERENCE INFORMATION LISTED BELOW, EXCEPT WHERE MORE STRINGENT REQUIREMENTS ARE SHOWN OR SPECIFIED IN CONTRACT DOCUMENTS.

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - SPECIFICATIONS AND TEST METHODS SPECIFICALLY REFERENCED IN THIS SECTION.
B. UNDERWRITERS LABORATORIES (UL) - UL WIRES AND CABLES.
C. UNIFORM PLUMBING CODE.
D. DIVISION OF INDUSTRIAL SAFETY.

**1.03 QUALITY ASSURANCE**

INSTALLER QUALIFICATIONS - INSTALLER SHALL HAVE HAD CONSIDERABLE EXPERIENCE AND DEMONSTRATED ABILITY IN THE INSTALLATION OF IRRIGATION SYSTEM(S) OF SPECIFIED TYPE(S) IN A NEAT, ORDERLY, AND RESPONSIBLE MANNER IN ACCORDANCE WITH RECOGNIZED STANDARDS OF WORKMANSHIP. TO DEMONSTRATE ABILITY, EXPERIENCE AND FINANCIAL STABILITY NECESSARY FOR THIS PROJECT, SUBMIT IF REQUESTED BY CONSULTANT, PRIOR TO CONTRACT AWARD THE FOLLOWING:

LIST OF THREE (3) PROJECTS COMPLETED IN THE LAST 2 YEARS OF SIMILAR COMPLEXITY TO THIS PROJECT. DESCRIPTION OF PROJECTS SHALL INCLUDE:
A. NAME OF PROJECT;
B. LOCATION;
C. OWNER;
D. BRIEF DESCRIPTION OF WORK AND PROJECT BUDGET;
E. CURRENT COMPANY FINANCIAL STATEMENT.

SPECIAL REQUIREMENTS:
A. TOLERANCES - SPECIFIED DEPTHS OF PRESSURE SUPPLY PIPES AND LATERALS AND PITCH OF PIPES ARE MINIMUMS. SETTLEMENT OF TRENCHES IS CAUSE FOR REMOVAL OF FINISH GRADE TREATMENT, REFILLING, RECOMPACTION, AND REPAIR OF FINISHED GRADE TREATMENT;
B. COORDINATION WITH OTHER CONTRACTS - PROTECT, MAINTAIN, AND COORDINATE WORK WITH TASKS UNDER OTHER SECTIONS;
C. DAMAGE TO OTHER IMPROVEMENTS - CONTRACTOR SHALL REPLACE OR REPAIR DAMAGE TO GRADING, SOIL PREPARATION, SEEDING, SODDING, OR PLANTING DONE UNDER OTHER SECTIONS DURING WORK ASSOCIATED WITH INSTALLATION OF IRRIGATION SYSTEM AT NO ADDITIONAL COST TO THE OWNER;
D. WORK INVOLVING SUBSTANTIAL PLUMBING FOR INSTALLATION OF BACKFLOW PREVENTERS, COPPER SERVICE, AND RELATED WORK SHALL BE EXECUTED BY LICENSED AND BONDED PLUMBER(S), PERFORMED IN ACCORDANCE WITH ALL PREVAILING CODES AND REGULATIONS;
E. WORK INVOLVING CONNECTION TO, INSTALLATION, OR EXTENSION OF 120-VOLT OR GREATER ELECTRICAL SERVICE SHALL BE EXECUTED BY A LICENSED AND BONDED ELECTRICIAN, PERFORMED IN ACCORDANCE WITH ALL PREVAILING CODES AND REGULATIONS;
F. FOLLOW CURRENT PRINTED SPECIFICATIONS AND DRAWINGS IN CASES WHERE MANUFACTURERS COVER ITEMS OR INFORMATION NOT SPECIFIED OR SHOWN IN THE CURRENT DOCUMENTS.

NOTHING IN THESE DRAWINGS IS CONSTRUED TO PERMIT WORK NOT CONFORMING TO CODE. SHOULD THESE CONTRACT DOCUMENTS BE AT VARIANCE WITH RULES & REGULATIONS LISTED ABOVE, THE CONTRACTOR SHOULD NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.

DUE TO THE SCALE OF THE DRAWINGS, IT IS IMPOSSIBLE TO TO SHOW ALL OFFSETS, FITTINGS, SLEEVES, ETC, WHICH MAY BE REQUIRED. CAREFULLY INVESTIGATE THE CONDITIONS AFFECTING THE WORK AND PLAN ACCORDINGLY, AND FURNISH REQUIRED MATERIALS. INSTALL SYSTEM TO AVOID CONFLICTS WITH PLANTING, UTILITIES, AND ARCHITECTURAL FEATURES.

**1.04 SUBMITTALS**

PREPARE AND MAKE SUBMITTALS FOR EACH OF THE FOLLOWING, IN ACCORDANCE WITH CONDITIONS OF THE CONTRACT PRIOR TO INSTALLATION:
A. IRRIGATION CONTROLLER;
B. BACKFLOW PREVENTER CHECK VALVE;
C. GATE VALVES;
D. PIPES AND FITTINGS;
E. REMOTE CONTROL VALVES;
F. VALVE BOXES;
G. QUICK COUPLING VALVES;
H. SPRINKLER HEADS;
I. LOW VOLTAGE WIRES AND CONNECTORS.

PROJECT RECORD DRAWINGS (AS-BUILTS):
A. AT ONSET OF IRRIGATION INSTALLATION THE CONTRACTOR SHALL SECURE FROM THE LANDSCAPE ARCHITECT ONE CLEAN BOND COPY OF IRRIGATION PLAN, TO USE AS PROJECT RECORD PRINT. AT END OF EVERY DAY, REVISE PROJECT RECORD PRINT FOR ALL WORK ACCOMPLISHED THAT DAY IN RED INK. PROJECT RECORD PRINT SHALL BE BROUGHT UP-TO-DATE AT CLOSE OF WORKING DAY ON EVERY FRIDAY BY A QUALIFIED DRAFTSPERSON. ONE UP-TO-DATE PRINT SHALL BE MAILED TO CONSULTANT EACH WEEK. THE PROJECT RECORD PRINT PLAN(S) SHALL BE AVAILABLE AT THE PROJECT SITE FOR REVIEW. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL SUBMIT PROJECT RECORD PRINT FOR REVIEW, PRIOR TO FINAL ACCEPTANCE. DIMENSION FROM TWO PERMANENT POINTS OF REFERENCE, (BUILDING CORNERS, SIDEWALKS, ROAD INTERSECTIONS, OR PERMANENT STRUCTURES), LOCATION OF THE FOLLOWING ITEMS:
1. CONNECTION TO EXISTING WATER PIPES;
2. ROUTING OF PRESSURE SUPPLY PIPES (DIMENSION EVERY 100 FEET ALONG THE ROUTING);
3. ELECTRIC CONTROL VALVES;
4. QUICK COUPLING VALVES;
5. DRIP FLUSH ASSEMBLY;
6. CONTROL WIRE ROUTING (IF NOT WITH PRESSURE SUPPLY PIPE);
7. OTHER RELATED EQUIPMENT AS DIRECTED BY CONSULTANT.

CONTRACTOR SHALL PROVIDE A DIGITAL VERSION OF THE PROJECT RECORD PRINT WITH ALL CHANGES, ADDITIONS AND MODIFICATIONS PERFORMED DURING THE PROJECT INSTALLATION. THIS DIGITAL FILE SHALL BE COMPATIBLE WITH THE ADOBE® ACROBAT® FORMAT (ALSO KNOWN AS PORTABLE DOCUMENT FORMAT OR PDF), AND SUBMITTED ON A SINGLE-SESSION, CLOSED CD-ROM DISC IN THE ISO-9660 FORMAT TO CONSULTANT. EACH SHEET IS TO BE SAVED INTO SEPARATE PDF FILES.

CONTRACTOR SHALL ALSO PROVIDE BOTH A HARD COPY AND ELECTRONIC FORM VERSION OF THE CONTROLLER DATA SHEETS TO THE CONSULTANT. HARD COPY AND ELECTRONIC FORMS SHALL BE PROVIDED TO THE CONTRACTOR BY IRRIGATION CONSULTANT.

SEVERAL VENDORS PROVIDE FOR THE SCANNING OF OVERSIZE DOCUMENTS SUCH AS PLANS INTO THE ADOBE® ACROBAT® FORMAT. IF REQUIRED, CONTACT IRRIGATION CONSULTANT FOR RECOMMENDED VENDORS.

CONSULTANT WILL NOT CERTIFY ANY PAY REQUEST SUBMITTED BY THE CONTRACTOR IF THE AS-BUILT DRAWINGS ARE NOT CURRENT, AND PROCESSING OF PAY REQUEST WILL NOT OCCUR UNTIL AS-BUILTS ARE UPDATED. ALSO, IF DATA SHEETS AND AS-BUILT DRAWINGS ARE NOT GIVEN TO THE CONSULTANT WITHIN THE SPECIFIED TIME FRAME, CONSULTANT SHALL COLLECT THE DATA FOR PROGRAMMING PURPOSES, AND CHARGE THE CONTRACTOR FOR TIME AND MATERIALS.

PRIOR TO SCHEDULING WALK-THROUGH FOR SUBSTANTIAL COMPLETION, CONTRACTOR IS TO SUBMIT ALL AS-BUILT INFORMATION TO THE CONSULTANT FOR APPROVAL.

CONTROLLER CHARTS - DO NOT PREPARE CONTROLLER CHARTS UNTIL RECORD (AS-BUILT) DRAWINGS HAVE BEEN APPROVED BY THE CONSULTANT.

PROVIDE CONTROLLER CHART, AUTOMATIC CONTROLLER.
A. CONTROLLER DRAWING MAY BE SAME SIZE REPRODUCTION OF THE RECORD DRAWING, IF SCALE PERMITS FITTING THEM INSIDE THE CONTROLLER DOOR WITHOUT FOLDING DRAWING. IF PHOTO REDUCTION PRINTS ARE REQUIRED, KEEP REPRODUCTION TO MAXIMUM SIZE POSSIBLE TO RETAIN FULL LEGIBILITY. CHART MAY ALSO BE CONTROLLER DATA SHEET AS FOR CENTRAL-SATELLITE SYSTEMS, IF APPROVED BY CONSULTANT.
B. CONTROLLER CHART SHALL BE BOND PRINT OF ACTUAL AS-BUILT SYSTEM, SHOWING AREA COVERED BY THAT CONTROLLER; OR CONTROLLER DATA SHEET SHOWING INFORMATION ON EACH STATION, AND WITH COMPLETE DESCRIPTION OF EACH STATION'S LOCATION.
C. IDENTIFY AREA OF COVERAGE OF EACH REMOTE CONTROL VALVE, USING A DISTINCTLY DIFFERENT PASTEL COLOR FOR EACH ZONE. HIGHLIGHT HEADS, LATERAL PIPING, AND CONTROL VALVES.
D. FOLLOWING REVIEW OF CONTROLLER DRAWINGS BY CONSULTANT, HERMETICALLY SEAL EACH CHART BETWEEN TWO (2) LAYERS OF TWENTY (20) MM THICK CLEAR PLASTIC.
E. CONTROLLER CHART SHALL BE COMPLETED AND APPROVED BY CONSULTANT PRIOR TO FINAL COMPLETION WALK-THROUGH OF IRRIGATION SYSTEM.
F. ATTACH APPROVED CONTROLLER CHART TO INSIDE OF EACH CONTROLLER DOOR USING SELF ADHESIVE VELCRO STRIPS.

CENTRAL CONTROL SYSTEM PROCEDURES: (IF SHOWN ON PLANS):
A. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND INSTALL ALL SPECIFIED CENTRAL CONTROL EQUIPMENT TO RESULT IN A COMPLETE AND WORKING SYSTEM, WHETHER OR NOT ALL APPURTENANCES ARE SHOWN ON PLANS. SYSTEM SHALL INCLUDE CENTRAL COMPUTER; DATA OUTPUT UNIT (CCU); SATELLITE CONTROLLERS; ALL GROUNDING AND SURGE PROTECTION; RADIO EQUIPMENT IF SPECIFIED; COMMUNICATION CABLE WIRING IF SPECIFIED; MASTER VALVES AND FLOW SENSORS IF SPECIFIED; AND WEATHER STATION IF SPECIFIED.
B. FOLLOWING INSTALLATION OF EACH CONTROLLER, CONTRACTOR SHALL RECORD ALL STATION DATA ON A "DATA SHEET" PROVIDED BY THE CONSULTANT. THIS DATA SHALL INCLUDE THE TYPE AND QUANTITY OF IRRIGATION DEVICES ON EACH STATION, NOZZLE TYPE, ARC, AREA OF CONTROL (TURF, TREES, SHRUBS, ETC), VALVE SIZE, GPM, LOCATION, ETC. AS SHOWN ON THE DATA SHEET.
C. PRIOR TO FINAL WALK-THROUGH FOR EACH AREA OF THE PROJECT, CONTRACTOR SHALL CONFIRM THAT THE FOLLOWING HAS BEEN ACCOMPLISHED:
1. CONSTRUCTION RECORD DRAWINGS PER **SECTION 1.04.1**;
2. DATA SHEETS FOR CONTROLLERS;
3. PROPER COMMUNICATION BETWEEN COMPUTER AND OUTPUT UNIT (CCU);
4. PROPER COMMUNICATION BETWEEN OUTPUT UNIT (CCU) AND SATELLITE CONTROLLERS;
5. PROPER COMMUNICATION BETWEEN FLOW SENSORS AND MONITORS;
6. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES;
7. ARRANGE FOR THE CERTIFICATION OF "RAINSAFE" CONTROLLER CABINETS BY CONTROLLER MANUFACTURER TO CONFIRM COMPONENTS FOR EXTENDED WARRANTY (IF APPLICABLE).

EXTENDED WARRANTY: MANUFACTURER'S FIVE (5) YEAR PROFESSIONAL WARRANTY INCLUDES THE FOLLOWING:
A. EXTENDS THE CONDITIONS OF THE THREE (3) YEAR, OVER-THE-COUNTER PRODUCT WARRANTY TO FIVE (5) YEARS;
B. IT SHALL INSURE THAT AN AUTHORIZED MANUFACTURER'S REPRESENTATIVE WILL BE AT THE JOB SITE WITHIN TWENTY-FOUR (24) HOURS OF NOTIFICATION OF A PRODUCT PROBLEM;
C. WARRANTY INCLUDES A FIVE (5) YEAR PRODUCT AND LABOR WARRANTY. IF THE PRODUCT FAILS TO
D. MEET THE MANUFACTURER'S SPECIFICATIONS AND THE MANUFACTURER'S REPRESENTATIVE IS
E. UNABLE TO RESOLVE THE DEFICIENCY, THE PRODUCT WILL BE REPLACED AT NO COST TO THE CLIENT, WITH THE PRODUCT OF THEIR CHOICE. THIS INCLUDES CONTRACTOR'S LABOR FOR PRODUCT REPLACEMENT AT THEIR NORMAL HOURLY RATES.
F. IN THE EVENT OF A PRODUCT PROBLEM, AND THE CONSULTANT IS REQUIRED TO SPEND ADDITIONAL
G. TIME NOT COVERED BY THEIR CONTRACT AS A RESULT OF THIS PROBLEM, THEN RAIN BIRD WILL
H. REIMBURSE THE CONSULTANT FOR TIME AND MATERIALS AT THEIR NORMAL HOURLY RATES.

PROJECT QUALIFICATIONS:
A. THE CONSULTANT MUST BE CURRENTLY CERTIFIED AS AN IRRIGATION DESIGNER BY THE IRRIGATION
B. ASSOCIATION, THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS, OR LICENSED IN THE PROJECT STATE TO PRACTICE LANDSCAPE ARCHITECTURE WHICH INCLUDES IRRIGATION DESIGN;
C. THE PROJECT MUST CONSIST ENTIRELY OF THE MANUFACTURER'S PRODUCTS WHERE APPLICABLE
D. (I.E.: EXCLUDING PIPE, FITTINGS, & WIRING). IF ANY COMPETITIVE PRODUCTS ARE INSTALLED ON THE PROJECT, THE WARRANTY WILL BE THE STANDARD TRADE WARRANTY AS DELINEATED IN THE MANUFACTURER'S PRODUCT CATALOG;
E. THE MANUFACTURER'S REPRESENTATIVE MUST BE NOTIFIED IN THE EVENT OF A PRODUCT PROBLEM
F. AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO AN IN-FIELD MEETING;
G. INSTALLATION MUST BE CERTIFIED BY AUTHORIZED MANUFACTURER'S REPRESENTATIVE IN
H. CONFORMANCE TO PLANS.

OPERATION MANUAL:
A. SUBMIT THREE (3) SETS OF OPERATIONS MANUAL TO CONSULTANT FOR APPROVAL, PRIOR TO SCHEDULING THE FINAL COMPLETION WALK-THROUGH. MANUAL IS TO INCLUDE THE FOLLOWING IN A ONE INCH BY THREE INCH (1" X 3") RING BINDER:
1. INDEX SHEET STATING PROJECT NAME, AND LISTING CONTRACTOR NAME, ADDRESS, PHONE NUMBER, AND CONTACT PERSON. INCLUDE SAME INFORMATION FOR PRIMARY SUB-CONTRACTORS;
2. MANUFACTURER CUT SHEETS FOR ALL MATERIAL COMPONENTS OF IRRIGATION SYSTEM. HIGHLIGHT OR CIRCLE SPECIFIC MODELS OR ITEMS.

**1.05 DELIVERY, STORAGE AND HANDLING**

DELIVER, UNLOAD, STORE AND HANDLE MATERIALS, PACKAGING, BUNDLING, PRODUCTS, IN DRY CONDITIONS, OR A WEATHERPROOF MANNER, TO PREVENT DAMAGE, BREAKAGE, DETERIORATION, INTRUSION, IGNITION, AND VANDALISM. DELIVER IN ORIGINAL UNOPENED PACKAGING CONTAINERS PROMINENTLY DISPLAYING MANUFACTURER NAME, VOLUME, QUANTITY, CONTENTS, INSTRUCTIONS, AND CONFORMANCE TO LOCAL, STATE, AND FEDERAL LAW. REMOVE AND REPLACE CRACKED, BROKEN, OR CONTAMINATED ITEMS OR ELEMENTS PREMATURELY EXPOSED TO MOISTURE, INCLEMENT WEATHER, SNOW, ICE, TEMPERATURE EXTREMES, FIRE, OR JOB SITE DAMAGE.

HANDLING OF PVC PIPE - EXERCISE CARE IN HANDLING, LOADING AND STORING OF PVC PIPE. ALL PVC PIPE SHALL BE TRANSPORTED IN A VEHICLE WHICH ALLOWS THE ENTIRE LENGTH OF PIPE TO LIE FLAT SO AS NOT TO SUBJECT IT TO UNDUE BENDING OR CONCENTRATED EXTERNAL LOADS. ALL SECTIONS OF PIPE THAT HAVE BEEN DENTED OR DAMAGED SHALL BE DISCARDED, AND IF INSTALLED, SHALL BE REMOVED AND REPLACED WITH NEW PIPING.

**1.06 JOBSITE CONDITIONS**

PROTECTION OF PROPERTY:
A. PRESERVE AND PROTECT ALL TREES, PLANTS, MONUMENTS, STRUCTURES, AND PAVED AREAS FROM DAMAGE DUE TO WORK IN THIS SECTION. IN THE EVENT DAMAGE DOES OCCUR, ALL DAMAGE TO INANIMATE ITEMS SHALL BE COMPLETELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER. ALL INJURIES TO LIVING PLANTS SHALL BE REPAIRED BY THE OWNER, AND ALL COSTS OF SUCH REPAIRS SHALL BE CHARGED TO AND PAID BY THE CONTRACTOR.
B. PROTECT BUILDINGS, WALKS, WALLS, AND OTHER PROPERTY FROM DAMAGE. FLARE AND BARRICADE OPEN DITCHES. DAMAGE CAUSED TO ASPHALT, CONCRETE, OR OTHER BUILDING MATERIAL SURFACES SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER. RESTORE DISTURBED AREAS TO ORIGINAL CONDITION.

EXISTING TREES:
A. ALL TRENCHING OR OTHER WORK UNDER LIMB SPREAD OF ANY AND ALL EVERGREENS OR LOW BRANCHING DECIDUOUS MATERIAL SHALL BE DONE BY HAND OR BY OTHER METHODS SO AS TO PREVENT DAMAGE TO LIMBS OR BRANCHES.
B. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES, AND TREE ROOTS. EXCAVATION IN AREAS WHERE TWO INCH (2") AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. ROOTS TWO INCHES (2") AND LARGER IN DIAMETER, EXCEPT DIRECTLY IN THE PATH OF PIPE CONDUIT, SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING. WHERE A TRENCHING MACHINE IS OPERATED CLOSE TO TREES HAVING ROOTS SMALLER THAN TWO INCHES (2") IN DIAMETER, THE WALL OF THE TRENCH ADJACENT TO THE TREE SHALL BE HAND TRIMMED, MAKING CLEAN CUTS THROUGH ROOTS. ROOTS ONE INCH (1") AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO (2) COATS OF "TREE SEAL". TRENCHES ADJACENT TO TREES SHALL BE CLOSED WITHIN TWENTY-FOUR (24) HOURS, AND WHEN THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH MOISTENED BURLAP OR CANVAS.

PROTECTION AND REPAIR OF UNDERGROUND LINES:
A. REQUEST PROPER UTILITY COMPANY TO STAKE EXACT LOCATION (INCLUDING DEPTH) OF ALL UNDERGROUND UTILITIES. TAKE WHATEVER PRECAUTIONS NECESSARY TO PROTECT THESE UNDERGROUND LINES FROM DAMAGE. IN THE EVENT DAMAGE DOES OCCUR, ALL DAMAGES SHALL BE REPAIRED BY CONTRACTOR UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.
B. REPLACEMENT OF PAVING AND CURBS - WHERE TRENCHES AND LINES CROSS EXISTING ROADWAYS, PATHS, CURBING, ETC., DAMAGE TO THESE SHALL BE KEPT TO A MINIMUM AND SHALL BE RESTORED TO ORIGINAL CONDITION.

**1.07 WARRANTY / GUARANTY**

CONTRACTOR SHALL WARRANT MATERIALS AGAINST DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL GUARANTEE WORKMANSHIP FOR SIMILAR PERIOD. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MATERIAL WARRANTY ITEMS WITH THE MANUFACTURER / DISTRIBUTOR.

SETTLING OF BACKFILLED TRENCHES WHICH MAY OCCUR DURING GUARANTY PERIOD SHALL BE REPAIRED BY CONTRACTOR AT NO EXPENSE TO THE OWNER, INCLUDING COMPLETE RESTORATION OF DAMAGED PROPERTY.

EXPENSES DUE TO VANDALISM BEFORE SUBSTANTIAL COMPLETION SHALL BE BORNE BY CONTRACTOR.

OWNER OR REPRESENTATIVE MAINTENANCE COMPANY WILL MAINTAIN TURF AND PLANTING AREAS DURING WARRANTY PERIOD, SO AS NOT TO HAMPER PROPER OPERATION OF THE IRRIGATION SYSTEM.

**1.08 MAINTENANCE**

FURNISH THE FOLLOWING MAINTENANCE ITEMS TO OWNER PRIOR TO FINAL ACCEPTANCE:
A. TWO (2) SETS OF SPECIAL TOOLS REQUIRED FOR MOVING, DISASSEMBLING, AND ADJUSTING EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED ON THIS PROJECT;
B. TWO (2) KEYS FOR EACH AUTOMATIC CONTROLLER;
C. THREE (3) QUICK COUPLER KEYS AND MATCHING HOSE SWIVELS FOR EACH TYPE OF QUICK COUPLING VALVE INSTALLED;
D. TWO (2) ALUMINUM DRAIN VALVE KEYS OF SUFFICIENT LENGTH FOR OPERATION OF DRAIN VALVES.

**1.09 EXTRA STOCK**

IN ADDITION TO INSTALLED SYSTEM FURNISH THE FOLLOWING ITEMS TO OWNER:
A. FOUR (4) PER ONE HUNDRED (100) INSTALLED DRIP EMITTERS OF EACH TYPE USED;
B. TWO (2) POP-UP HEADS OF EACH TYPE USED.

## PART 2 - PRODUCTS

**2.01 MATERIALS**

GENERAL PIPING:
PRESSURE SUPPLY PIPE (FROM POINT OF CONNECTION THROUGH BACKFLOW PREVENTION UNIT): TYPE K HARD COPPER.

PRESSURE SUPPLY PIPES (DOWNSTREAM OF BACKFLOW PREVENTION UNITS) - SCHEDULE 40 PVC, SOLVENT WELD BELLED END FOR TWO AND ONE HALF INCH (2-1/2") OR SMALLER, AND RUBBER-RING JOINT FOR THREE INCH (3") AND LARGER WITH DUCTILE IRON FITTINGS.

NON-PRESSURE PIPES - CLASS 200 PVC, SOLVENT WELD BELLED END.

DRIP PIPING - ONE HALF INCH (½") CLASS 315 PVC, SOLVENT WELD UNLESS OTHERWISE SPECIFIED ON PLANS.

EMITTER TUBING - BY EMITTER MANUFACTURER.

SLEEVING - SDR 35 PVC PIPE.

RECLAIMED WATER SYSTEMS - PIPING SHALL BE PURPLE COLORED, OR WRAPPED WITH RECLAIMED "SOCK" OR RECLAIMED MARKING TAPE, AND MAINLINE PIPING SHALL HAVE DETECTABLE RECLAIMED MARKING TAPE IN TRENCH TWELVE INCHES (12") ABOVE TOP OF PIPE CONTINUOUSLY.

COPPER PIPE AND FITTINGS:
A. COPPER PIPE - TYPE K HARD TEMPERED;
B. FITTINGS - WROUGHT COPPER, SOLDER JOINT TYPE;
C. JOINTS - SOLDERED WITH SOLDER, FORTY-FIVE PERCENT (45%) SILVER, FIFTEEN PERCENT (15%) COPPER, SIXTEEN PERCENT (16%) ZINC, AND TWENTY-FOUR PERCENT (24%) CADMIUM AND SOLIDS AT 1,125 F AND LIQUIDS AT 1,145 F.

BRASS PIPE AND FITTINGS:
A. BRASS PIPE - EIGHTY-FIVE PERCENT (85%) RED BRASS, AMSI SCHEDULE FORTY (40) SCREWED PIPE.
B. FITTINGS - MEDIUM BRASS, SCREWED ONE HUNDRED TWENTY-FIVE (125) POUND CLASS.

PLASTIC PIPE AND FITTINGS:
A. IDENTIFICATION MARKINGS:
1. ALL PIPE TO BE IDENTIFIED WITH FOLLOWING INDELIBLE MARKINGS:
   a. MANUFACTURER'S NAME;
   b. NOMINAL PIPE SIZE;
   c. SCHEDULE OR CLASS;
   d. PRESSURE RATING;
   e. NSF (NATIONAL SANITATION FOUNDATION) SEAL OF APPROVAL;
   f. DATE OF EXTRUSION.
2. ALL FITTINGS INCLUDING VALVE TAPS FOR RUBBER-RING PIPE SHALL BE CAST OR DUCTILE IRON, RUBBER-RING FOR PVC.
3. GASKETED END PIPE - MANUFACTURED FROM VIRGIN PVC COMPOUND IN ACCORDANCE WITH ASTM D2241 AND ASTM D1784, CELL CLASSIFICATION 12454-B, TYPE 1, GRADE 1.
   a. FITTINGS - DUCTILE IRON WITH PUSH-ON OR MECHANICAL JOINT;
   b. GASKETS - FACTORY INSTALLED IN PIPE AND FITTINGS, HAVING A METAL OR PLASTIC SUPPORT WITHIN GASKET OR A PLASTIC RETAINER RING FOR GASKET;
   c. LUBRICANT - AS RECOMMENDED BY MANUFACTURER.
4. PRESSURE SUPPLY PIPING LOCATION TAPE - MARKLINE TAPE, THREE INCH (3") WIDE DETECTABLE TAPE, PURPLE IN COLOR WITH "CAUTION: RECYCLED WATER LINE BELOW" PRINTED ON IT. PLACE SIX INCHES (6") BELOW FINISH GRADE.
5. SOLVENT WELD PIPE - MANUFACTURED FROM VIRGIN POLYVINYL CHLORIDE (PVC) COMPOUND IN ACCORDANCE WITH ASTM D2241 AND ASTM D1784; CELL CLASSIFICATION 12245-B, TYPE 1, GRADE 1.
   a. FITTINGS - STANDARD WEIGHT, SCHEDULE 40, INJECTION MOLDED PVC; COMPLYING WITH ASTM D1784 AND D2466, CELL CLASSIFICATION 12454-B;
   b. THREADS - INJECTION MOLDED TYPE (WHERE REQUIRED);
   c. TEES AND ELLS - SIDE GATED;
   d. THREADED NIPPLES - ASTM D2464, SCHEDULE 80 WITH MOLDED THREADS.USE TEFLON TAPE ONLY, EXCEPT FOR MARLEY FITTING;
   e. JOINT CEMENT AND PRIMER - TYPE AS RECOMMENDED BY MANUFACTURER OF PIPE AND FITTINGS.

LOW PRESSURE / VOLUME SYSTEMS:
A. EMITTERS AS INDICATED ON DRAWINGS;
B. DRIP PIPING - MANUFACTURED OF POLYVINYL CHLORIDE COMPOUND CONFORMING TO ASTM D2241 AND ASTM D1784, TYPE 1, GRADE 1;
C. FITTINGS - SCHEDULE 40 PVC, OR AS RECOMMENDED BY PIPING MANUFACTURER;
D. DRIP VALVE ASSEMBLY - TYPE AND SIZE SHOWN ON DRAWINGS;
E. WYE STRAINER - PLASTIC / FIBERGLASS CONSTRUCTION WITH 150 MESH NYLON SCREEN AND BLOW OUT ASSEMBLY;
F. CONTROL VALVE - 2-WAY, SOLENOID PILOT OPERATED TYPE MADE OF SYNTHETIC, NON-CORROSIVE MATERIAL; DIAPHRAGM-ACTIVATED AND SLOW CLOSING. INCLUDE FREELY PIVOTED SEAT SEAL; RETAINED (MOUNTED) WITHOUT ATTACHMENT TO DIAPHRAGM;
G. PRESSURE REGULATOR - PLASTIC / FIBERGLASS CONSTRUCTION, PRESET TYPE WITH PRESSURE SETTING PER DRAWINGS.

GATE VALVES:
A. FOR THREE QUARTER INCHES (3/4") THROUGH TWO AND ONE HALF INCH (2-1/2") PIPE - BRASS CONSTRUCTION, SOLID WEDGE, IPS THREADS AND NON RISING STEM WITH WHEEL OPERATING HANDLE;
B. FOR THREE INCH (3") AND LARGER - IRON BODY, BRASS OR BRONZE MOUNTED AWWA GATE VALVES WITH A CLEAR WATERWAY EQUAL TO FULL NOMINAL DIAMETER OF VALVE, RUBBER GASKET OR MECHANICAL JOINT-TYPE ONLY. VALVES SHOULD BE ABLE TO WITHSTAND A CONTINUOUS WORKING PRESSURE OF ONE HUNDRED FIFTY (150) PSI AND BE EQUIPPED WITH A SQUARE OPERATING NUT.

QUICK COUPLING VALVES:
A. BRASS TWO-PIECE BODY DESIGNED FOR WORKING PRESSURE OF 150 PSI, OPERABLE WITH QUICK COUPLER;
B. EQUIP QUICK COUPLER WITH LOCKING RUBBER COVER (PURPLE FOR RECLAIMED WATER IF SPECIFIED).

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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45446
ANDREW D. BARON
10/23/19
ARIZONA
EXP. 12-31-21
PRELIMINARY NOT FOR CONSTRUCTION

mattamyHOMES

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona

Irrigation Specifications

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revisions
△1
△2
△3

issued for
- ☐ design dev.
- ☐ progress set
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## SECTION 32 80 00 - IRRIGATION (CONTINUED)

VALVE BOXES:
- A. BOX COVERS IN DECOMPOSED GRANITE AREAS SHALL BE TAN AND RECLAIMED WATER SYSTEMS SHALL BE PURPLE COLORED MARKED FOR RECLAIMED;
- B. FLUSH CAP ASSEMBLIES, AND WIRE STUB BOX - CARSON #910-12;
- C. ONE INCH (1") THROUGH TWO INCH (2") CONTROL VALVES - CARSON #1419-13B;
- D. DRIP VALVE ASSEMBLIES - CARSON #1419-13B;
- E. CONTROL WIRING SPLICES - CARSON #910-12;
- F. MAIN LINE GATE VALVES - CARSON #910-12;
- G. AIR-RELEASE VALVES - CARSON #1419-13B;
- H. MANUAL DRAIN VALVES - CARSON #1419-13B;
- I. PRESSURE REDUCING VALVES - AS SHOWN ON DETAIL; TOW (2) SETS OF KEYS TO BE PROVIDED.

ELECTRICAL CONTROL WIRING:

LOW VOLTAGE- CONVENTIONAL

ELECTRICAL CONTROL WIRE - AWG UF UL APPROVED NO. FOURTEEN (14) GAUGE DIRECT-BURIAL COPPER WIRE FOR ALL CONTROL WIRES, AND NO. FOURTEEN (14) GAUGE DIRECT-BURIAL COPPER WIRE FOR ALL COMMON WIRES. WIRE COLORS:
- A. CONTROL WIRES - RED;
- B. COMMON WIRES - WHITE;
- C. MASTER VALVE WIRES - BLUE AND YELLOW;
- D. FUTURE WIRES - SAME AS CONTROL AND COMMON WIRE (LABELED AT TERMINATIONS). TWO (2) PER CONTROLLER UNLESS NOTED, AT EACH EXTREME END;
- E. IF MULTIPLE CONTROLLERS ARE UTILIZED, AND WIRE PATHS OF DIFFERENT CONTROLLERS CROSS EACH OTHER, BOTH COMMON AND CONTROL WIRES FROM EACH CONTROLLER SHALL BE DIFFERENT COLORS APPROVED BY CONSULTANT;
- F. CONTROL WIRE CONNECTIONS AND SPLICES SHALL BE MADE WITH 3M DBR/Y-6 WIRE CONNECTION KIT.

LOW VOLTAGE- 2-WIRE
- A. IRRIGATION DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:

1. THE DECODER ADDRESSES SHALL BE PRE-CODED TO ELIMINATE CONFUSION ASSOCIATED WITH USER-DEFINED DECODER ADDRESSING.
2. THE DECODERS SHALL BE FULLY ENCAPSULATED CREATING A COMPLETELY WATERPROOF SEAL.
3. THE DECODERS MOUNTING SHALL BE RECOMMEND TO BE PLACED IN A VALVE BOX BUT SHALL BE DIRECT BURIAL CAPABLE.
4. THE DECODER ELECTRICAL INPUT SHALL BE:
   - A. NOMINAL VOLTAGE: 34 VPP (24V AC) FROM TWO WIRE LINE
   - B. MINIMUM VOLTAGE: 21 VPP (15V AC)
   - C. MAXIMUM VOLTAGE: 36 VPP (25V AC)
5. THE MAXIMUM 14 GAUGE CABLE RUN SHALL BE:
   - A. STAR: 2.4 MILES
   - B. LOOP: 9.6 MILES
6. THE DECODER/SOLENOID WIRES SHALL HAVE A MAXIMUM ELECTRICAL RESISTANCE OF 3 OHMS.
7. THE MAXIMUM DECODER/SOLENOID 14 GAUGE CABLE RUN SHALL BE A MAXIMUM OF 456 FEET.
8. WIRING FOR THE DECODERS SHALL BE A (DOUBLE JACKETED) WIRE.
9. THE ENVIRONMENT SHALL BE:
   - A. WORKING RANGE: 32° TO 122° F (0° TO 50° C)
   - B. STORAGE RANGE: -4° TO 158° F (-20° TO 70° C)
   - C. HUMIDITY: 100%
10. SHALL HAVE FIVE DIFFERENT FIELD DECODER OPTIONS TO ALLOW THE USER TO CHOOSE THE PRECISE AMOUNT OF LANDSCAPE IRRIGATION CONTROL NEEDED.
    - A. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE.
    - B. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES.
    - C. FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES.
    - D. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 4 INDIVIDUAL VALVES.
    - E. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 6 INDIVIDUAL VALVES.
11. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
    - A. POWER DRAW: 0.5MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
    - B. DIMENSIONS: LENGTH: 2.77 IN. (70 MM), DIAMETER 1.5 IN. (40 MM)
    - C. SOLENOIDS: 1 WITH INDIVIDUAL CONTROL
    - D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT.
12. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
    - A. POWER DRAW: 0.5MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
    - B. DIMENSIONS: LENGTH: 3.35 IN. (85 MM), DIAMETER 1.77 IN. (45 MM)
    - C. SOLENOIDS: 1 OR TWO SIMULTANEOUSLY
    - D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT.
13. FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
    - A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
    - B. DIMENSIONS: LENGTH: 3.35 IN. (85 MM), DIAMETER 1.97 IN. (50 MM)
    - C. SOLENOIDS: 1 TO 4 SIMULTANEOUSLY
    - D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT.
14. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 4 INDIVIDUAL VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
    - A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
    - B. DIMENSIONS: LENGTH: 3.94 IN. (100 MM), DIAMETER 2.56 IN. (65 MM)
    - C. SOLENOIDS: 1 TO 4 WITH INDIVIDUAL CONTROL
    - D. SURGE PROTECTION SHALL BE BUILT INTO THE DECODER.
    - E. THE DECODER SHALL HAVE AN INPUT FUSE OF 300-500MA, THERMAL.
15. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 6 INDIVIDUAL VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
    - A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
    - B. DIMENSIONS: LENGTH: 3.94 IN. (100 MM), DIAMETER 2.56 IN. (65 MM)
    - C. SOLENOIDS: 1 TO 6 WITH INDIVIDUAL CONTROL
    - D. SURGE PROTECTION SHALL BE BUILT INTO THE DECODER.
    - E. THE DECODER SHALL HAVE AN INPUT FUSE OF 300-500MA, THERMAL.
16. LINE SURGE PROTECTOR DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
    - A. THE LINE SURGE PROTECTOR DECODER SHALL BE GROUNDED ON A TWO-WIRE PATH EVERY 500 FEET (150 METERS) OR EVERY 8 DECODERS, WHICHEVER IS SMALLER.
    - B. THE LINE SURGE PROTECTOR DECODER SHALL BE PLACED ON A TWO WIRE PATH WITH FIELD DECODER INTERFACING SIGNAL LINE AND VALVES, FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES, AND FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES.
    - C. THE LINE SURGE PROTECTOR DECODER SHALL BE USED FOR SURGE PROTECTION ONLY, AND SHALL NOT HAVE A DECODER ADDRESS.
    - D. THE LINE SURGE PROTECTOR DECODER SHALL PROTECT AGAINST 40V, 1.5KW TRASIL.
17. THE SENSOR DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
    - A. THE SENSOR DECODER SHALL BE AN INTERFACE TO FLOW SENSORS.
    - B. WHEN THE SENSOR DECODER IS WIRED TO A FLOW SENSOR IT SHALL MONITOR THE CURRENT FLOW RATE AT A FLOW MONITOR BY SENDING A PULSE SIGNALS TO THE CONTROLLER.

HIGH VOLTAGE

TYPE REQUIRED BY LOCAL CODES AND ORDINANCES, OF PROPER SIZE TO ACCOMMODATE NEEDS OF EQUIPMENT SERVICED.

SPRINKLER HEADS - AS SHOWN ON DRAWINGS. PURPLE CAPS OR NOZZLES FOR RECLAIMED WATER USE.

CONTROL VALVES - AS NOTED ON DRAWINGS. PURPLE HANDLES FOR RECLAIMED WATER USE.
PIPE BEDDING MATERIAL - CONSTRUCTION GRADE SAND APPROVED BY CONSULTANT.
AUTOMATIC CONTROLLER - AS SHOWN ON DRAWINGS.
BACKFLOW PREVENTER - AS SHOWN ON DRAWINGS.
DRIP FLUSH ASSEMBLY - AS SHOWN ON DRAWINGS.
AIR RELEASE VALVE - AS SHOWN ON DRAWINGS.
PRESSURE REDUCING VALVE - AS SHOWN ON DRAWINGS.
MASTER CONTROL VALVE - AS SHOWN ON DRAWINGS.
FLOW SENSOR AND MONITOR OR TRANSMITTER - AS SHOWN ON DRAWINGS.
PUMP STATION - AS SHOWN ON DRAWINGS.

AUTOMATIC CONTROLLER/SATELLITE

AS INDICATED ON CONSTRUCTION DRAWINGS. MUST BE ET BASED CLOCK, EQUIPPED WITH NECESSARY SENSING DEVICES TO ALLOW CLOCK TO ADJUST RUN TIMES BASED ON HISTORICAL OR REAL TIME ET, HAVE AT LEAST FOUR (4) INDEPENDENT PROGRAMS AND MULTIPLE START TIMES, FLOW SENSING CAPABILITY, AND NON-VOLATILE MEMORY

CONTROL VALVES AS NOTED ON CONSTRUCTION DRAWINGS

FLOW SENSOR AS NOTED ON CONSTRUCTION DRAWINGS

SPRINKLER HEADS AS NOTED ON CONSTRUCTION DRAWINGS

BEDDING MATERIAL WASHED CONSTRUCTION GRADE SAND OR SIMILAR MATERIAL APPROVED BY LANDSCAPE ARCHITECT. FOUR INCHES (4") AT BOTTOM OF PIPES, SIX INCHES (6") ABOVE PIPES.
BACKFILL MATERIAL FOR LATERAL LINES SHALL BE FREE OF ROCKS ONE INCH (1") OR LARGER.

## PART 3 - EXECUTION

### 3.01 INSPECTION

EXAMINE AREAS AND CONDITIONS UNDER WHICH WORK OF THIS SECTION IS TO BE PERFORMED. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

GRADING OPERATIONS, WITH THE EXCEPTION OF FINAL GRADING, SHALL BE COMPLETED AND APPROVED BY OWNER PRIOR TO STAKING OR INSTALLATION OF ANY PORTION OF IRRIGATION SYSTEM EXCEPT SLEEVING.

### 3.02 PREPARATION

STAKING SHALL OCCUR AS FOLLOWS:
- A. MARK WITH POWDERED LIME OR MARKING PAINT ROUTING OF PRESSURE SUPPLY PIPES AND FLAG HEADS AND CONTROL VALVE LOCATIONS FOR FIRST SERIES OF ZONES AS DIRECTED BY CONSULTANT. CONTACT CONSULTANT A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE AND REQUEST A REVIEW OF STAKING. CONSULTANT WILL REVIEW STAKING AND DIRECT CHANGES IF REQUIRED. STAKING REVIEW DOES NOT RELIEVE INSTALLER FROM COVERAGE PROBLEMS DUE TO IMPROPER PLACEMENT OF HEADS AFTER STAKING;
- B. INSTALL SLEEVING UNDER ALL ASPHALT PAVING AND CONCRETE WALKS, PRIOR TO THE INSTALLATION OF CONCRETE OR PAVING OPERATIONS, TO ACCOMMODATE PIPING AND WIRING. COMPACT BACKFILL AROUND SLEEVES TO NINETY-FIVE PERCENT (95%) STANDARD PROCTOR DENSITY WITHIN TWO PERCENT (2%) OF OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D1557;
- C. TRENCHING - TRENCH EXCAVATION SHALL FOLLOW, AS MUCH AS POSSIBLE, LAYOUT SHOWN ON DRAWINGS. DIG TRENCHES STRAIGHT, AND SUPPORT THE PIPE CONTINUOUSLY ON THE BOTTOM OF TRENCH. TRENCH BOTTOM SHALL BE CLEAN AND SMOOTH WITH ALL ROCK AND ORGANIC DEBRIS REMOVED. PRESSURE SUPPLY LINE TRENCHES SHALL BE OVER-EXCAVATED AS REQUIRED TO ALLOW FOR BEDDING MATERIAL. TRENCH DEPTH SHALL BE UNIFORM AS REQUIRED TO MEET MINIMUM DEPTH REQUIREMENTS FOR THE TYPE OF PIPING BEING INSTALLED.

CLEARANCES:
- A. PIPING SMALLER THAN THREE INCHES (3") - TRENCHES SHALL HAVE A MINIMUM WIDTH OF SEVEN INCHES (7"). TWELVE INCHES (12") FOR THREE INCH (3") AND LARGER PIPE;
- B. PIPE CLEARANCE - PROVIDE NOT LESS THAN SIX INCHES (6") OF CLEARANCE BETWEEN EACH PIPE, AND NOT LESS THAN TWELVE INCHES (12") OF CLEARANCE BETWEEN PIPES OF OTHER TRADES;
- C. FOR RECLAIMED WATER SYSTEMS, TWO FEET (2') VERTICAL (BELOW) AND SIX FEET (6') HORIZONTAL SEPARATIONS FROM POTABLE PIPES ARE REQUIRED PER INDUSTRY STANDARDS.

PIPE AND WIRE DEPTH:
- A. PRESSURE SUPPLY PIPING - TWENTY-FOUR INCHES (24") FROM TOP OF PIPE (THIRTY INCHES (30") WHERE SIX INCHES (6") AND LARGER PIPE IS ON PROJECT);
- B. NON-PRESSURE PIPING - TWELVE INCHES (12") FROM TOP OF PIPE;
- C. CONTROL WIRING - SIDE AND BOTTOM OF PRESSURE SUPPLY PIPE;
- D. DRIP PIPING - TWELVE INCHES (12") FROM TOP OF PIPE;
- E. EMITTER TUBING - TWELVE INCHES (12") FROM TOP OF PIPE (NON SLOPE PLANTINGS). FOUR INCHES (4") FROM THE TOP OF PIPE (SLOPES 2:1 OR GREATER).

BORING WILL BE PERMITTED ONLY WHERE PIPE MUST PASS UNDER OBSTRUCTION(S) WHICH CANNOT BE REMOVED AND MUST BE APPROVED BY CONSULTANT IF NOT SPECIFICALLY INDICATED ON CONSTRUCTION DRAWINGS. HOLES SHALL BE BORED MECHANICALLY AND SHALL NOT INTERFERE WITH EXISTING PLANT MATERIAL OR STRUCTURES. JETTING SHALL NOT BE PERMITTED. FINAL DENSITY OF BACKFILL SHALL MATCH THAT OF SURROUNDING SOIL. USE OF SLEEVES OF SUITABLE DIAMETER IS ACCEPTABLE IF INSTALLED FIRST BY JACKING OR BORING AND PIPE LAID THROUGH SLEEVES. OBSERVE SAME PRECAUTIONS AS THOUGH PIPE WERE INSTALLED IN OPEN TRENCH.

### 3.03 INSTALLATION

LOCATE OTHER EQUIPMENT AS NEAR AS POSSIBLE TO LOCATION DESIGNATED ON CONSTRUCTION DRAWINGS. DEVIATIONS SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

PVC PIPING:
- A. SNAKE PIPE IN TRENCH AS MUCH AS POSSIBLE TO ALLOW FOR EXPANSION AND CONTRACTION.
- B. WHEN PIPE LAYING IS NOT IN PROGRESS, OR AT END OF EACH DAY, CLOSE PIPE ENDS WITH TIGHT PLUG OR CAP. (PERFORM WORK IN ACCORDANCE WITH GOOD PRACTICES PREVAILING IN PIPING TRADES);
- C. COORDINATE PRESSURE SUPPLY PIPE INSTALLATION WITH REQUIRED BEDDING OPERATIONS. CONCRETE THRUST BLOCKS OR STEEL JOINT RESTRAINTS SHALL BE UTILIZED FOR ALL RUBBER-RING JOINT FITTINGS PER INDUSTRY STANDARDS. IN SANDY SOIL, MECHANICAL JOINT FITTINGS SHALL BE USED WITH THRUST BLOCKS;
- D. STAKE ALL ABOVE-GRADE PVC PIPING PER DETAILS;
- E. USE FORTY-FIVE (45) DEGREE ELLS WHEN MAKING PERPENDICULAR CROSSINGS OF ABOVE-GRADE PVC PIPING, TO DEPRESS BOTTOM PIPE;
- F. LAY PIPE AND MAKE ALL PLASTIC-TO-PLASTIC JOINTS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

DRIP PIPING:
- A. INSTALL FITTING CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS;
- B. USE THREADED RISERS AND SCH. 40 OR SCH. 80 FITTINGS PER DETAILS WHEN MAKING CONNECTIONS IN DRIP PIPING FOR EMITTERS AND FITTINGS;
- C. INSTALL DRIP FLUSH CAP ASSEMBLIES AT ALL DEAD ENDS OF DRIP PIPING;
- D. ANY DEVIATIONS FROM DRIP PIPE ROUTING SHOWN ON DRAWINGS MUST BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

CONTROL WIRING:

LOW VOLTAGE WIRING:
- A. BURY CONTROL WIRING BETWEEN CONTROLLER AND ELECTRIC VALVES IN PRESSURE SUPPLY PIPE TRENCHES, WITH WIRES CONSISTENTLY LOCATED BELOW AND TO ONE SIDE OF PIPE, ON TOP OF INITIAL PIPE BEDDING, OR IN SEPARATE TRENCHES;
- B. BUNDLE ALL 24-VOLT WIRES AT TEN FOOT (10') INTERVALS WITH ELECTRICAL OR DUCT TAPE;
- C. PROVIDE AN EXPANSION LOOP AT PRESSURE SUPPLY PIPE ANGLE FITTINGS, EVERY CONTROL VALVE LOCATION (IN VALVE BOX), AND AT MINIMUM FIVE HUNDRED FEET (500') INTERVALS. FORM EXPANSION LOOP BY WRAPPING WIRE AT LEAST EIGHT (8) TIMES AROUND A ONE INCH (1") PIPE AND WITHDRAWING PIPE;
- D. MAKE SPLICES AND CONTROL VALVE CONNECTIONS USING 3M DBR/Y-6 WIRE CONNECTION KITS ONLY;
- E. INSTALL CONTROL WIRE SPLICES NOT OCCURRING AT CONTROL VALVE IN A SEPARATE SPLICE VALVE BOX;
- F. INSTALL ONE CONTROL WIRE FOR EACH CONTROL VALVE;
- G. RUN 2 SPARE #14-1 CONTROL WIRES FROM CONTROLLER PEDESTAL TO LAST ELECTRIC CONTROL VALVE OPERATED BY CONTROLLER ON EACH AND EVERY LEG OF PRESSURE SUPPLY LINE. LABEL SPARE WIRES AT CONTROLLER AND WIRE STUB BOX. LOOP A MINIMUM OF TWENTY-FOUR INCHES (24") FROM ALL SPARE WIRES INSIDE EVERY CONTROL VALVE BOX OPERATED BY CONTROLLER;
- H. RUN ALL FUTURE CONTROL WIRES FROM CONTROLLER PEDESTAL TO POINT INDICATED ON DRAWINGS. COIL A MINIMUM OF TEN FEET (10') AT TERMINATION AND INSTALL IN TEN INCH (10") ROUND VALVE BOX. LABEL ALL WIRES AT TERMINATION.

HIGH VOLTAGE WIRING FOR AUTOMATIC CONTROLLER
- A. PROVIDE 120-VOLT POWER CONNECTION TO AUTOMATIC CONTROLLER.

AUTOMATIC CONTROLLER:
- A. INSTALL CONTROLLER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AS DETAILED AND WHERE SHOWN ON DRAWINGS;
- B. CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN NUMERICAL SEQUENCE AS SHOWN ON DRAWINGS;
- C. FINAL LOCATION OF CONTROLLER SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION;
- D. EACH CONTROLLER SHALL HAVE A DEDICATED SEPARATE GROUND WIRE AND SURGE PROTECTION;
- E. ABOVE-GROUND CONDUIT SHALL BE RIGID GALVANIZED WITH APPROPRIATE FITTINGS. BELOW-GROUND CONDUIT SHALL BE SCHEDULE 40 PVC.

QUICK COUPLER VALVES:

INSTALL QUICK COUPLERS ON DOUBLE SWING-JOINT ASSEMBLIES OF SCHEDULE 80 PVC PIPING; FLUSH TO GRADE. ANGLED NIPPLE RELATIVE TO PRESSURE SUPPLY LINE SHALL BE NO MORE THAN FORTY-FIVE (45) DEGREES AND NO LESS THAN 10 DEGREES. INSTALL QUICK COUPLER AS DETAILED.

DRIP VALVE ASSEMBLIES - INSTALL DRIP VALVE ASSEMBLY AS DETAILED.
DRIP EMITTERS - INSTALL DRIP EMITTERS AS DETAILED.

VALVE BOXES:
- A. INSTALL ONE VALVE BOX FOR EACH TYPE OF VALVE INSTALLED AS DETAILED FLUSH WITH GRADE FOR ALL SODDED AREAS, AND ABOVE-GRADE FOR ALL SEEDED AREAS;
- B. VALVE BOXES, WHEN OCCURRING IN CLOSE PROXIMITY TO EACH OTHER, SHOULD BE ALIGNED ALONG ONE EDGE & EQUALLY SPACED;
- C. VALVE BOX EXTENSIONS ARE NOT ACCEPTABLE, EXCEPT FOR MASTER VALVE AND FLOW SENSOR;
- D. INSTALL GRAVEL SUMP AFTER COMPACTION OF ALL TRENCHES. VALVE BOX TO REST ON GRAVEL SUMP. PLACE FINAL PORTION OF GRAVEL INSIDE VALVE BOX AFTER VALVE BOX IS BACKFILLED AND COMPACTED;
- E. INSTALL "CHRISTY" STAINLESS STEEL OR TWO AND ONE HALF INCH BY FIVE INCH (2.5" X 5") PLASTIC VALVE LABEL TAGS FOR EACH VALVE BOX (1-800-258-4583). ENTIRE CONTROLLER & STATION NUMBER SHALL BE PRINTED ON EACH TAG. LETTER AND NUMBER SIZE SHALL BE NO SMALLER THAN ONE INCH (1") AND NO GREATER THAN ONE AND ONE HALF INCHES (1-1/2"), AND NO DEEPER THAN ONE EIGHTH INCHES (1/8"). LABEL EACH VALVE BOX AS FOLLOWS:
  1. CONTROL VALVES - CONTROLLER LETTER AND STATION NUMBER;
  2. QUICK COUPLER VALVES - LABEL "QCV";
  3. WIRE SPLICES - LABEL WIRE SPLICES WITH THE LETTERS "W.S.";
  4. DRIP FLUSH ASSEMBLIES - CONTROLLER LETTER AND STATION NUMBER OF EACH DRIP PIPING FLUSH ASSEMBLY;
  5. GATE VALVES - LABEL WITH LETTERS "GV" TYPICAL;
  6. AIR-RELEASE VALVES - LABEL WITH LETTERS "ARV" TYPICAL;
  7. MANUAL DRAIN VALVE - LABEL WITH LETTERS "MDV";
  8. PRESSURE REDUCING VALVES - LABEL WITH LETTERS "PRV" TYPICAL;
  9. FLOW SENSORS - LABEL WITH LETTERS "FS" TYPICAL.

INSTALL "TAN" COLORED VALVE BOXES IN ALL LOCATIONS WHERE VALVE BOX IS LOCATED IN A DECOMPOSED GRANITE PLANTING AREA. NO VALVE BOX IS TO BE INSTALLED IN TURF GRASS AREAS UNLESS SPECIFICALLY DIRECTED BY LANDSCAPE ARCHITECT. THESE GUIDELINES ARE TYPICAL OF ALL INSTALLATIONS UNLESS WATER SOURCE IS EFFLUENT. IN THAT CASE ALL VALVE BOXES, NO MATTER THE LOCATION, ARE TO BE PURPLE IN COLOR AND MEET ALL APPLICABLE CODES AND ORDINANCES.

BACKFLOW PREVENTER - INSTALL AS DETAILED ON DRAWINGS.
PUMP STATION - INSTALL AS DETAILED ON DRAWINGS.

SPRINKLER HEADS:

INSTALL AS DESIGNATED ON CONSTRUCTION DRAWINGS OR WHERE STAKED. SET TO FINISH AS DETAILED. SPACING OF HEADS SHALL NOT EXCEED THE MAXIMUM INDICATED ON THE DRAWINGS UNLESS RE-STAKED BY LANDSCAPE ARCHITECT. IN NO CASE SHALL THE SPACING EXCEED THE RECOMMENDATION OF THE MANUFACTURER. INSTALL ON DOUBLE SWING-JOINT RISERS AS DETAILED. ANGLED NIPPLE RELATIVE TO NON-PRESSURE LINE SHALL BE NO MORE THAN FORTY-FIVE (45) DEGREES OR LESS THAN TEN (10) DEGREES. ADJUST PART CIRCLE HEADS FOR PROPER COVERAGE. ADJUST HEADS TO CORRECT HEIGHT AFTER SOD PLACEMENT. PLANT PLACEMENT SHALL NOT INTERFERE WITH SPRINKLER COVERAGE, PIPING, OR OTHER EQUIPMENT. NO OVERSPRAY WILL BE PERMITTED ONTO PUBLIC STREETS, WALLS, OR OTHER ARCHITECTURAL FEATURES.

WATER METER:

INSTALLED BY OTHERS

CONTROL VALVES:

INSTALL TOP OF CROSS HANDLE A MAXIMUM OF THREE INCHES (3") BELOW FINISHED GRADE WHERE SHOWN ON DRAWINGS AND AS DETAILED. WHEN GROUPED TOGETHER, ALLOW A MINIMUM OF TWELVE INCHES (12") BETWEEN VALVE BOX SIDES. SPACE CONTROL VALVES ACCORDINGLY. INSTALL EACH REMOTE CONTROL VALVE IN A SEPARATE VALVE BOX. INSTALL VALVE BOXES FLUSH WITH GRADE. WHEN PARALLEL TO ROADWAY, SIDEWALK OR OTHER PERMANENT ELEMENT OR STRUCTURE, CONTROL VALVE AND BOX ARE TO BE INSTALLED PERPENDICULAR TO ELEMENT OR STRUCTURE, SPACED EQUALLY.

MAINLINE GATE VALVES - INSTALL AS DETAILED ON DRAWINGS.

AIR-RELEASE VALVES - INSTALL AS DETAILED ON DRAWINGS.

CONTROL WIRING:

ALL CONTROL WIRING TO BE LAID TO BOTTOM AND SIDE OF PRESSURE SUPPLY PIPE TRENCH. SEPARATE WIRE TRENCHES WILL NOT BE ALLOWED UNLESS APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

INSTALL MINIMUM ONE (1) EXTRA CONTROL WIRE TO THE CONTROL VALVE LOCATED THE GREATEST DISTANCE FROM THE CONTROLLER IN BOTH DIRECTIONS AND LABEL EACH END BLANK.

BACKFILLING:

DO NOT BEGIN BACKFILLING OPERATION UNTIL REQUIRED SYSTEM TESTS HAVE BEEN COMPLETED. BACKFILL SHALL NOT BE DONE IN FREEZING WEATHER EXCEPT WITH PRIOR WRITTEN APPROVAL BY CONSULTANT. LEAVE TRENCHES SLIGHTLY MOUNDED TO ALLOW FOR SETTLEMENT AFTER BACKFILLING IS COMPLETE. TRENCHES SHALL BE FINISHED GRADED PRIOR TO WALK-THROUGH OF SYSTEM BY CONSULTANT.

ALL PRESSURE SUPPLY PIPES SHALL BE BEDDED WITH CONSTRUCTION GRADE SAND FOUR INCHES (4") BELOW INVERT OF PIPE, TO SIX INCHES (6") ABOVE TOP OF PIPE AND WIDTH OF TRENCH WHEN SITE CONDITIONS ARE ROCKY OR OTHERWISE UNFAVORABLE.

MATERIALS - EXCAVATED MATERIAL IS GENERALLY CONSIDERED SATISFACTORY FOR BACKFILLING PURPOSES AFTER COMPLETING BEDDING REQUIREMENTS. BACKFILL MATERIALS SHALL BE FREE OF RUBBISH, VEGETATIVE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN TWO INCHES (2") IN MAXIMUM DIMENSION. DO NOT MIX SUBSOIL WITH TOPSOIL. MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE HAULED AWAY. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUITABLE BACKFILL IF EXCAVATED MATERIAL IS UNACCEPTABLE, OR NOT SUFFICIENT TO MEET BACKFILL, COMPACTION, AND FINAL GRADE REQUIREMENTS.

DO NOT LEAVE TRENCHES OPEN FOR A PERIOD OF MORE THAN FORTY-EIGHT (48) HOURS. OPEN EXCAVATIONS SHALL BE PROTECTED IN ACCORDANCE WITH OSHA REGULATIONS.

COMPACT BACKFILL TO NINETY PERCENT (90%) MAXIMUM DENSITY IN SIX INCH (6") LIFTS, DETERMINED IN ACCORDANCE WITH ASTM D155-7 UTILIZING THE FOLLOWING METHODS:
- A. MECHANICAL TAMPING;
- B. PUDDLING OR PONDING. PUDDLING OR PONDING AND/OR JETTING IS PROHIBITED WITHIN TEN FEET (10'-0") OF BUILDING OR FOUNDATION WALLS.

PIPING UNDER PAVING:

PROVIDE FOR A MINIMUM COVER OF TWENTY-FOUR INCHES (24") BETWEEN THE TOP OF THE PIPE AND THE BOTTOM OF THE AGGREGATE BASE FOR ALL PRESSURE AND NON-PRESSURE PIPING INSTALLED UNDER ASPHALT CONCRETE OR CONCRETE PAVING. PROVIDE SLEEVING AS REQUIRED BY MUNICIPALITY, OR AS SHOWN ON PLANS.

PIPING SHALL BE BEDDED WITH CONSTRUCTION GRADE SAND - SIX INCHES (6") BELOW PIPE TO SIX INCHES (6") ABOVE PIPE AND THE WIDTH OF THE TRENCH.

COMPACT BACKFILL MATERIAL IN SIX INCH (6") LIFTS AT NINETY-FIVE PERCENT (95%) MAXIMUM DENSITY DETERMINED IN ACCORDANCE WITH ASTM D1557 USING MANUAL OR MECHANICAL TAMPING DEVICES.

SET IN PLACE, CAP, AND PRESSURE TEST ALL PIPING UNDER PAVING, IN PRESENCE OF CONSULTANT OR OWNER PRIOR TO BACKFILLING AND PAVING OPERATIONS.

PIPING UNDER EXISTING WALK OR CONCRETE PAVEMENT SHALL BE DONE BY JACKING, BORING, OR HYDRAULIC DRIVING, BUT WHERE CUTTING OR BREAKING OF WALKS AND/OR CONCRETE IS NECESSARY, IT SHALL BE DONE AND REPLACED AT NO COST TO THE OWNER. OBTAIN PERMISSION AND PRIOR APPROVAL FROM OWNER TO CUT OR BREAK WALKS AND / OR CONCRETE.

### 3.04 FIELD QUALITY CONTROL

FLUSHING:

AFTER PIPING, RISERS, AND VALVES ARE IN PLACE AND CONNECTED, BUT PRIOR TO INSTALLATION OF EMITTER HEADS, QUICK COUPLER VALVES, AND AIR RELEASE VALVES, THOROUGHLY FLUSH PIPING SYSTEM UNDER FULL HEAD OF WATER PRESSURE FROM DEAD END FITTINGS. MAINTAIN FLUSHING FOR FIVE (5) MINUTES THROUGH FURTHERMOST VALVES. CAP RISER AFTER FLUSHING.

TESTING:

CONDUCT TESTS IN PRESENCE OF CONSULTANT. ARRANGE FOR PRESENCE OF CONSULTANT A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF TESTING. SUPPLY FORCE PUMP AND ALL OTHER TEST EQUIPMENT. AFTER BACKFILLING, AND INSTALLATION OF ALL CONTROL VALVES & QUICK COUPLER VALVES, FILL PRESSURE SUPPLY PIPE WITH WATER, AND PRESSURIZE TO FORTY (40) PSI OVER THE DESIGNATED STATIC PRESSURE OR ONE HUNDRED TWENTY (120) PSI, WHICHEVER IS GREATER, FOR A PERIOD OF TWO (2) HOURS.
- A. LEAKAGE, PRESSURE LOSS - TEST IS ACCEPTABLE IF NO LEAKAGE OR LOSS OF PRESSURE IS EVIDENT DURING TEST PERIOD.
- B. LEAKS - DETECT AND REPAIR LEAKS.
- C. RETEST SYSTEM UNTIL PRESSURE CAN BE MAINTAINED FOR THE DURATION OF THE TEST.
- D. BEFORE FINAL ACCEPTANCE, PRESSURE SUPPLY LINE SHALL REMAIN UNDER PRESSURE FOR A PERIOD OF FORTY-EIGHT (48) HOURS.

WALK-THROUGH FOR SUBSTANTIAL COMPLETION:
- A. ARRANGE FOR CONSULTANT'S PRESENCE A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF WALK-THROUGH;
- B. ENTIRE SYSTEM SHALL BE COMPLETELY INSTALLED AND OPERATIONAL PRIOR TO SCHEDULING OF WALK-THROUGH. ALL SODDED AREAS ARE TO BE COMPLETE WITH HEAD HEIGHT AND VALVE BOXES ADJUSTED ACCORDINGLY;
- C. OPERATE EACH ZONE IN ITS ENTIRETY FOR CONSULTANT AT TIME OF WALK-THROUGH, AND OPEN ALL VALVE BOXES;
- D. CONSULTANT SHALL GENERATE A LIST OF ITEMS TO BE CORRECTED PRIOR TO FINAL COMPLETION ("PUNCH LIST");
- E. FURNISH ALL MATERIALS AND PERFORM ALL WORK REQUIRED TO CORRECT ALL INADEQUACIES DUE TO DEVIATIONS FROM CONTRACT DOCUMENTS, AND AS DIRECTED BY CONSULTANT;
- F. DURING WALK-THROUGH, EXPOSE ALL DRIP EMITTERS AND SPRINKLERS UNDER OPERATIONS FOR OBSERVATION BY CONSULTANT TO DEMONSTRATE THAT THEY ARE PERFORMING AND INSTALLED AS DESIGNED; PRIOR TO PLACING OF ALL MULCH MATERIAL. SCHEDULE SEPARATE WALK-THROUGH IF NECESSARY.

WALK-THROUGH FOR FINAL COMPLETION:
- A. ARRANGE FOR CONSULTANT'S PRESENCE A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF WALK-THROUGH;
- B. SHOW EVIDENCE TO CONSULTANT THAT OWNER HAS RECEIVED ALL ACCESSORIES, CHARTS, RECORD DRAWINGS, AND EQUIPMENT AS REQUIRED BEFORE FINAL COMPLETION WALK-THROUGH IS SCHEDULED;
- C. OPERATE EACH ZONE IDENTIFIED AS DEFICIENT AT SUBSTANTIAL COMPLETION WALK-THROUGH FOR CONSULTANT TO REVIEW AT TIME OF FINAL COMPLETION WALK-THROUGH TO ENSURE CORRECTION OF ALL INCOMPLETE ITEMS;
- D. ITEMS DEEMED NOT ACCEPTABLE BY CONSULTANT SHALL BE REWORKED TO THE COMPLETE SATISFACTION OF CONSULTANT;
- E. IF AFTER REQUEST TO CONSULTANT FOR A WALK-THROUGH FOR FINAL COMPLETION OF THE IRRIGATION SYSTEM, CONSULTANT FINDS ITEMS DURING WALK-THROUGH TO BE DEFICIENT, CONTRACTOR SHALL BE CHARGED FOR ALL SUBSEQUENT WALK-THROUGHS. FUNDS WILL BE WITHHELD FROM FINAL PAYMENT AND/OR RETAINAGE TO CONTRACTOR, IN AMOUNT EQUAL TO ADDITIONAL TIME AND EXPENSES REQUIRED BY CONSULTANT TO CONDUCT AND DOCUMENT FURTHER WALK-THROUGHS AS DEEMED NECESSARY TO ENSURE COMPLIANCE WITH CONTRACT DOCUMENTS.

### 3.05 ADJUSTING

UPON SUBSTANTIAL COMPLETION OF INSTALLATION, FINE-TUNE ENTIRE SYSTEM BY REGULATING VALVES, ADJUSTING SPRAY PATTERNS AND BREAK-UP ARMS/SCREWS, AND SETTING PRESSURE REDUCING VALVES OR THROTTLING ELECTRIC VALVE FLOW CONTROL STEMS TO PROPER PRESSURE SETTINGS TO PROVIDE OPTIMUM AND EFFICIENT COVERAGE. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, AND BUILDINGS AS MUCH AS POSSIBLE. HEADS OF SAME TYPE SHALL BE OPERATING AT SAME PRESSURE +/- SEVEN PERCENT (7%).

IF IT IS DETERMINED THAT IRRIGATION ADJUSTMENTS WILL PROVIDE PROPER AND MORE ADEQUATE COVERAGE, MAKE SUCH ADJUSTMENTS PRIOR TO FINAL ACCEPTANCE, AS DIRECTED, AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS MAY ALSO INCLUDE CHANGES IN NOZZLE SIZES, DEGREES OF ARC, AND CONTROL VALVE THROTTLING.

ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE DESIGNATED.

AREAS WHICH DO NOT CONFORM TO DESIGNATED OPERATION REQUIREMENTS DUE TO UNAUTHORIZED CHANGES OR POOR INSTALLATION PRACTICES SHALL BE IMMEDIATELY CORRECTED AT NO ADDITIONAL COST TO THE OWNER.

### 3.06 CLEANING

MAINTAIN CONTINUOUS CLEANING OPERATION THROUGHOUT DURATION OF WORK. ALL TRASH OR DEBRIS GENERATED BY INSTALLATION OF IRRIGATION SYSTEM SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR OFF-SITE.

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 10/23/19 ARIZONA EXP. 12-31-21
PRELIMINARY NOT FOR CONSTRUCTION

mattamyHOMES

Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona

Irrigation Specifications

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revisions
△1 △2 △3

issued for
☐ design dev.
☐ progress set
■ city submittal
☐ bid package
☐ construction

title: Irrigation Specifications
date issued: 10.23.19
scale: NA
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA8.3

## PLANT MATERIALS LEGEND

| Botanical Name / Common Name | Size | Qty. | Height (in feet) | Width (in feet) | Caliper (in inches) | Emitter Allocation | Maintenance Notes |
|---|---|---|---|---|---|---|---|
| **Trees** | | | | | | | |
| Acacia aneura<br>Mulga Acacia | 24" Box | | | | | (4) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE |
| Bauhinia lunaroides<br>Anacacho Orchid Tree | 15 gal. | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE<br>CLEANUP OF LEAF LITTER IN FALL |
| Chitalpa tashkinensis<br>Chitalpa | 24" Box | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE<br>CLEANUP OF LEAF LITTER IN FALL |
| Delbergia sissoo<br>Sissoo | 24" Box | | | | | (4) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE |
| Fraxinus greggii<br>Little Leaf Ash | 24" Box | | | | | (6) 1 GPM EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE |
| Olea europea<br>'Wilsonii' Olive | 24" Box Multi | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE<br>REMOVE SUCKERS FROM BASE OF TRUNK |
| Pistacia lentiscus<br>Mastic Tree | 24" Box<br>15 gal. | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE |
| Pistacia chinensis<br>Chinese Pistache | 15 gal. | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE |
| Pistacia chinensis 'Red Push'<br>Red Push Pistache | 24" Box | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE |
| Pithecellobium flexicaule<br>Texas Ebony | 15 gal. | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM BRANCHES HIGH ON YOUNG TREES IF NEAR WALKS, REMOVE MISTLETOE & DEAD BRANCHES |
| Prosopis hybrid<br>'AZT' Mesquite | 15 gal. | | | | | (4) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE |
| Quercus virginiana<br>'Cathedral' Oak | 15 gal. | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM YOUNG TREES TO ENCOURAGE GOOD BRANCHING STRUCTURE |
| Quercus virginiana<br>'Cathedral' Oak | 24" Box | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, TRIM YOUNG TREES TO ENCOURAGE GOOD BRANCHING STRUCTURE |
| Ulmus parvifolia<br>'Sempervirens' Elm | 15 gal. | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, PERIODIC LIGHT TRIMMING TO MAINTAIN FORM |
| Ulmus parvifolia<br>'Sempervirens' Elm | 24" Box. | | | | | (6) 1 GPH EMITTER | STAKE AS REQUIRED, PERIODIC LIGHT TRIMMING TO MAINTAIN FORM |
| **Extra Large Shrubs** | **Size** | | | | | | |
| Bougainvillea sp. | 5 gal. | | | | | (2) 1 GPH EMITTERS | REMOVAL OF FROST DAMAGED WOOD IN THE SPRING |
| Caesalpinia gilliesi<br>Yellow Bird of Paradise | 5 gal. | | | | | (2) 1 GPH EMITTERS | CUT TO 9" AROUND NOVEMBER 1ST |
| Caesalpinia mexicana<br>Mexican Bird of Paradise | 5 gal. | | | | | (2) 1 GPH EMITTERS | CUT TO 9" AROUND NOVEMBER 1ST |
| Cordia Boissieri<br>Anacahuita | 5 gal. | | | | | (2) 1 GPH EMITTERS | REGULAR SHAPING DURING GROWING SEASON |
| Dodonea viscosa<br>Hopbush | 5 gal. | | | | | (2) 1 GPH EMITTERS | REGULAR SHAPING DURING GROWING SEASON |
| Tecoma spp. | 5 gal. | | | | | (2) 1 GPH EMITTERS | THIN AND HEAD BACK IN EARLY SPRING, REMOVE DEAD WOOD |
| Vauquelinia californica<br>Arizona Rosewood | 5 gal. | | | | | (2) 1 GPH EMITTERS | VIGOROUS GROWTH OF TERMINALS MAY REQUIRE HEADING BACK TO MAINTAIN DENSE COMPACT FORM |
| **Large Shrubs** | **Size** | | | | | | |
| Cassia artemisioides 'Silver'<br>Silver Cassia | 5 gal. | | | | | (2) 1 GPH EMITTERS | ESSENTIALLY MAINTENANCE FREE |
| Leucophyllum sp. | 5 gal. | | | | | (2) 1 GPH EMITTERS | SELECTIVELY PRUNE IN WINTER TO RENEW |
| Ligustrum japonicum<br>Japanese Privet | 5 gal. | | | | | (2) 1 GPH EMITTERS | SELECTIVELY PRUNE IN WINTER TO RENEW |
| Simmondsia Chinensis<br>Jojoba | 5 gal. | | | | | (2) 1 GPH EMITTERS | REGULAR SHAPING DURING GROWING SEASON |
| Nerium Oleander 'Little Red'<br>Oleander 'Little Red' | 5 gal. | | | | | (2) 1 GPH EMITTERS | SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL |
| **Medium Shrubs** | **Size** | | | | | | |
| Eremophila sp. | 5 gal. | | | | | (2) 1 GPH EMITTERS | SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL |
| Leucophyllum frutescens 'compacta'<br>Compact Texas Sage | 5 gal. | | | | | (2) 1 GPH EMITTERS | SELECTIVELY PRUNE IN WINTER TO RENEW |
| Ruellia brittoniana<br>Ruellia | 5 gal. | | | | | (2) 1 GPH EMITTERS | CUT BACK IN LATER WINTER TO REMOVE FROST DAMAGE AND RENEW GROWTH |
| Teucrium fruticans<br>Bush Germander | 5 gal. | | | | | (2) 1 GPH EMITTERS | LOW MAINTENANCE |
| **Small Shrubs** | **Size** | | | | | | |
| Buxus microphylla japonica<br>Green Beauty Boxwood | 5 gal. | | | | | (2) 1 GPH EMITTERS | SELECTIVELY PRUNE |
| Callistemon viminalis 'Little John'<br>Little John Bottle Brush | 5 gal. | | | | | (2) 1 GPH EMITTERS | REGULAR TRIMMING AND HEDGING WILL REDUCE FLOWERING |
| Guara lindheimeri<br>Pink Guara | 1 gal. | | | | | (2) 1 GPH EMITTERS | REMOVE & REPLACE DEAD PLANT AFTER IT BLOOMS |
| Russelia equisitiformis<br>Coral Fountain | 5 gal. | | | | | (2) 1 GPH EMITTERS | LOW MAINTENANCE |
| **Groundcovers** | **Size** | | | | | | |
| Eremophila prostrata | 1 gal | | | | | (2) 1 GPH EMITTERS | ESSENTIALLY MAINTENANCE FREE |
| Gazania rigens 'Sun Gold'<br>Trailing Yellow Gazania | 1 gal. | | | | | (2) 1 GPH EMITTERS | SELECTIVELY PRUNE IN WINTER TO RENEW |
| Lantana sp. | 1 gal. | | | | | (2) 1 GPH EMITTERS | PRUNE TO SHAPE OR TO REMOVE FROST-DAMAGED WOOD |
| Rosmarinus officinalis 'Prostratus'<br>Trailing Rosemary | 1 gal. | | | | | (2) 1 GPH EMITTERS | HEAD BACK AND THIN BRANCHES PERIODICALLY TO KEEP PLANTS FULL AND ATTRACTIVE |
| Teucrium chamaedrys 'prostratum'<br>Prostrate Germander | 1 gal. | | | | | (2) 1 GPH EMITTERS | LOW MAINTENANCE |
| **Cacti/ Accents** | **Size** | | | | | | |
| Agave spp. | 5 gal. | | | | | (1) 0.5 GPH EMITTER | REMOVE AND REPLACE DEAD PLANT AFTER BLOOMS |
| Aloe barbadensis<br>Medicinal Aloe | 5 Gal. | | | | | (1) 1 GPH EMITTER | ESSENTIALLY MAINTENANCE FREE |
| Boutelous gracilis<br>Blond Ambition | 1 gal | | | | | (1) 1 GPH EMITTER | LOW MAINTENANCE |
| Cereus hildmannianus<br>'Queen of the Night | 5 gal. | | | | | (1) 0.5 GPH EMITTER | ESSENTIALLY MAINTENANCE FREE |
| Dasylirion sp. | 5 gal. | | | | | (1) 1 GPH EMITTER | CUT TO THE GROUND IN LATE WINTER OR EARLY SPRING |
| Euphorbia spp. | 1 gal | | | | | (1) 1 GPH EMITTER | ESSENTIALLY MAINTENANCE FREE |
| Hesperaloe sp. Pink Parade<br>Pink Parade Hesperaloe | 3 gal. | | | | | (1) 1 GPH EMITTER | REMOVE SPENT FLOWER STALKS |
| Hesperaloe parviflora<br>'Brakelights' Red Yucca | 3 gal. | | | | | (1) 1 GPH EMITTER | REMOVE SPENT FLOWER STALKS |
| Muhlenbergia lindheimeri<br>'Autumn Glow' | 5 gal. | | | | | (1) 1 GPH EMITTER | CUT TO THE GROUND IN WINTER OR EARLY SPRING |
| Muhlenbergia rigens<br>Deer Grass | 1 gal. | | | | | (1) 1 GPH EMITTER | CUT TO THE GROUND IN WINTER OR EARLY SPRING |
| Muhlenbergia rigida 'Nashville'<br>Nashville Muhly Grass | 5 gal. | | | | | (1) 1 GPH EMITTER | CUT TO THE GROUND IN WINTER OR EARLY SPRING |
| Nolina matapensis<br>Beargrass | 5 gal. | | | | | (1) 1 GPH EMITTER | LOW MAINTENANCE |

## PLANT MATERIALS LEGEND

| Botanical Name / Common Name | Size | Qty. | Height (in feet) | Width (in feet) | Caliper (in inches) | Emitter Allocation | Maintenance Notes |
|---|---|---|---|---|---|---|---|
| Opuntia sp. | 5 gal. | | | | | (1) 0.5 GPH EMITTER | ESSENTIALLY MAINTENANCE FREE |
| Portulacaria afra minima<br>Dwarf Elephant Food | 5 gal. | | | | | (1) 1 GPH EMITTER | ESSENTIALLY MAINTENANCE FREE |
| Yucca sp. | 5 gal. | | | | | (1) 0.5 GPH EMITTER | ESSENTIALLY MAINTENANCE FREE |
| **Vines** | **Size** | | | | | | |
| Bougainvillea 'California Gold'<br>Orange Bougainvillea | 5 gal | | | | | (2) 1 GPH EMITTER | REMOVAL OF FROST DAMAGED WOOD IN THE SPRING |
| Ficus pumila<br>Creeping Fig | 5 gal | | | | | (2) 1 GPH EMITTER | PRUNE MATURE PARTS OF PLANT TO GET MORE DESIRABLE LEAVES |

## MONTHLY MAINTENANCE

| | |
|---|---|
| JANUARY | LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO. |
| FEBRUARY | LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; APPLY PRE-EMERGENT TO CONTROL SPRING AND EARLY SUMMER WEEDS, APPLY ONE TIME FEBBRUARY 25 TO MARCH 25. |
| MARCH | LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; TRIM YELLOW LANTANA PER NOTES; TRIM OLEANDER, BOUGAINVILLEA, RUELLIA PER NOTES. |
| APRIL | LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE GRASS AT 3/4" OR SHORTER TO ENCOURAGE SPRING TRANSITION TO BERMUDA GRASS; TRIM VALENTINE NO LATER THAN APRIL 7. |
| MAY | LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE AT 1/2" WITH A REEL MOWER UNTIL THE OVERSEED DIES. |
| JUNE | LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT; REMOVE THATCH MORE THAN 1/2" THICK; AERIFY AS NEEDED DURING THE FIRST 4 WEEKS OF SUMMER. |
| JULY | LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT. |
| AUGUST | LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE |
| SEPTEMBER | LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE; TURN OFF TURF IRRIGATION ONE WEEK PRIOR TO SCALPING BERMUDA GRASS. |
| OCTOBER | LAWN MAINTENANCE - PERENNIAL RYE - SCALP AND LIGHTLY DETHATCH BERMUDA GRASS NO EARLIER THAN SEPTEMBER 25; REPAIR AND ADJUST ROTOR OR SPRAY HEADS IF NEEDED; PLANT PERENNIAL RYE GRASS AT RATE OF 15 POUNDS PER 1000 SQ. FT. |
| NOVEMBER | LAWN MAINTENANCE - PERENNIAL RYE - WHEN OVERSEEDED RYE IS 2", BARELY MOW THE RYE NO SHORTER THAN 1-1/2". ONCE ESTABLISHED WHEN EACH PLANT HAS 3 TO 4 BLADES, LOWER THE MOWER HEIGHT ; TRIM RED BIRD PER NOTES. |
| DECEMBER | LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO SPRAY PER-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS DURING THE MONTH OF DECEMBER FOR WEED CONTROL. |

## LANDSCAPE MAINTENANCE GUIDELINES

The horticultural palette for Roosevelt Park is based on a traditional planting style with transitional themes. Appropriate maintenance of the plantings is important to maintain the viability, appearance, and style that are consistent with this theme. A permanent, underground automatic irrigation system shall be provided to all plant materials creating a viable landscape. AndersonBaron and the City of Avondale- have created the following landscape maintenance specifications.

In addition, all landscape areas should be maintained according to their approved landscape plans and original plant palette. Landscape areas are to be kept clean and free of weeds, debris, and refuse. The removal of dead plant material is important as well as infected plant material. An efficient landscape maintenance plan can help reduce the overall cost of landscape maintenance by reducing water consumption, general pruning and maintenance, time, materials, and stress. Debris removal should be the primary concern, followed by time and labor for monthly pruning. Excessive pruning removes the blooms and destroys the natural shape of the plant material, promoting excessive woody growth and in some cases destroying the plants overall aesthetics. Poor irrigation system maintenance can lead to wasteful and high water usage due to over watering and faulty systems.

**Site Maintenance**

It is the responsibility of the Landscape Maintenance Contractor to maintain the project in a clean, safe and respectable manner.

**Debris Pick Up**

All areas of responsibility are to be kept clean and free of debris including, but not limited to; trash, leaves, branches, dead plant material, windblown trash, and plant debris. In addition, human litter, such as; cigarette butts, cans, bottles and paper shall also be removed. Debris is to be picked up and removed on a daily basis.

Debris as a result of landscape maintenance operations should be disposed of at designated locations.

**Hardscape Maintenance**

Hardscape surfaces; such as sidewalks, medians, curbs, entrances, and bike paths should be swept or blown off on a weekly basis, or more frequently if needed.

**Open Space Maintenance**

All spillway and retention areas will be raked, swept, blown, or hand picked to remove any trash or debris on a weekly basis, or as determined by Association. Additional maintenance shall be decided by the Association and billed as time and materials as approved by the Association.

**Paved Surfaces**

Keep pathways, sidewalks, gutters, curbs and other hard surfaces clean and free of debris. Litter, dirt, gravel, etc, should not be allowed to accumulate. Do not use irrigation gate valves to wash paved areas.

Keep a neat border by not allowing overspill between paved surfaces and gravel mulch, planting and turf areas.

**Gravel Areas**

Concrete headers should be maintained in a neat condition. Maintain gravel mulch and soil levels at the correct grade in relation to concrete headers. Regrade or fill as necessary all stained or missing gravel to match existing. Keep mulches at least 2-4 inches from plant stems or trunks.

Gravel depths should be maintained in a clean, uniform and neat manner throughout the project site. Gravel should be replaced when necessary to repair damage from vandalism, irrigation, chemical breakdown, erosion, maintenance, vehicles, human impact, etc.

All granite areas are to be raked to an aesthetically pleasing appearance as needed, but no less than once a month.

**Planting Wells**

Maintain existing plant wells.

**Storm Grate Cleaning**

Storm grates are to be clean and free of debris. Check after major storms and management notified of clear condition.

**Irrigation Maintenance**

**Seasonal**

Irrigation should be operated using available 'Smart' technology provided by the manufacturer. After setting the initial appropriate schedule, using the controller in 'Smart' mode, the irrigation system will use the minimum amount of water necessary to maintain growth, health and the vigor of all plant materials. Contact the controller manufacturer local representative for advanced settings. At least four times yearly a thorough check of all parts of the irrigation system shall be performed, and the system confirmed to be working properly. General maintenance includes, but is not limited to, the following:

1. Check accuracy of controller operation.
2. Replace battery pack annually, or as recommended by manufacturer.
3. Open and close control valves to assure proper operation.
4. Check for leaks, erosion areas, standing and muddy water. Repair as required.
5. Open valve boxes while under operation and check for leaks.
6. Check for broken and missing sprinkler parts and repair using the same nozzles and spray bodies.
7. Check heads and sprinklers are plumb and flush with the soil surface.
8. Clean areas of debris or grass that is affecting sprinkler spray.
9. Make sure there is no overspray onto sidewalks, streets, walls, and buildings.
10. Replace and/or fix emitters and tubing.
11. Assure proper and efficient emitter placement near plant materials.
12. Move emitter emission points as plants mature.
13. Check that basin size is within dripline and adjust accordingly.
14. Flush Y strainers on all drip valves annually, or as required to keep emitters operating.
15. Confirm proper operation and calibration of all master valves and flow sensors annually.
16. Check accuracy of PSI at pressure regulators

The following Landscape Watering and Maintenance Calendar is recommended:

**January** Flush irrigation system and check the filters.
**February** Move emitter emission points as needed.
**April** Check irrigation system thoroughly. Replace controller backup battery.
**June** Check emitters and sprinklers.
**July** Check controller settings after every power outage.
**August** Check emitters and sprinklers.
**September** Move emitters out to dripline.
**October** **Adjust controller for overseeding schedule.**
**November** Check irrigation system thoroughly.

Irrigation controllers shall receive initial programming that will include input from sensors, weather access and configurable zone properties to a standardized evapotranspiration (ET) equation. Controller should also be set automatic shutdown and notification in case of emergencies and show actual flow records and responses in real time. Contact controller manufacturer representative for advanced setting features. 'Smart' operation shall then be initiated and should not need adjustment except during overseeding grow-in once a year. Close observation of operation and plant health should be observed and noted. Landscape Maintenance Contractor is to provide a monthly report to the Management Company on observations.

**Emitter Schedule**

See legend at left for DRIP EMITTER SCHEDULE.

**Frequent Inspections**

The Landscape Maintenance Contractor shall provide an initial Irrigation programming and operation settings log. A copy of this log should be available at all times and a copy given to the Manager and Association after routine inspection. The log should include, but is not limited by:

1. Location of all controllers.
2. Initial programming settings.
3. Controller Station Data sheet.
4. Landscape Maintenance Contractors initials and date.

**Repair**

The Landscape Maintenance Contractor is responsible to employ qualified irrigation technicians to maintain and repair irrigation systems on site. The Landscape Maintenance Contractor shall keep an inventory of commonly required repair parts on site to facilitate prompt irrigation system repairs.

Repairs shall be made with the same make, model and brand of material to avoid adversely affecting the system's efficiency by use of a different part. All irrigation components shall meet the requirements set forth in the original design intent.

**Plant Maintenance**

Plant maintenance is especially important in the early stages of establishment. Landscape plantings will require maintenance throughout the different seasons.

Primary maintenance tasks include, but are not limited to:

1. Consistent and regular irrigation, including water application in response to specific requirements above the seasonal climatic schedule. Throughout the site quick coupling valves have been placed for this purpose.
2. Weed control, fertilization, insect and disease control and prevention.
3. Pruning of trees and shrubs as directed by a certified tree worker and/or certified arborist and is to meet the guidelines set forth in this manual.

**Seasonal**

Weekly inspection's should be conducted and documented to analyze plant material for health signs such as the following:

1. Health Loss - In normal and thriving plants this will appear as a failure to grow, droopy or unopened flowers or leaves, small leaf forms for the species, leggy or thin growth. The causes for these symptoms could range from heat stress, over or under watering, wind or frost damage, incorrect installation, damage, desiccation or changed growing circumstances. Individual treatment for each problem is required when determining circumstances of decline and treatment.
2. Disease - leaf withering, dieback, galled, swollen or blackened branches, cancer, fungus, oozing bark, root rot, blotchy or discolored foliage.
3. Soil, Fertilizer, Chemical Imbalance - fertilizer burn at the leaf margins, yellowish-green or uncharacteristically yellow leaf color (chlorosis), brown-yellow salt burn at the leaf mallThe application of fertilizers and soil chemicals should be applied with discrimination and care, confined strictly to affected areas only. Plant maintenance specifics should be consulted.

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Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Maintenance Plan

mattamyHOMES

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revisions
1
2
3

issued for
- design dev.
- progress set
- city submittal
- bid package
- construction

title: Maintenance Plan
date issued: 10.23.19
scale:
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA9.1

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**Fertilization**
All plant material in granite-covered areas will be fertilized using the following compounds:
10-20-10 at 2 pounds per 100 square feet.
Fertilization promotes plant growth and an increase in water consumption. Apply the recommended amount only.

**Edges**
Curbs, walkways, building edges, tree borders, planting beds and fence lines shall be edged or trimmed by weed eater with each mowing to maintain a clean appearance.
Mechanical, blade mounted edger's should be used along sidewalks, walls, curbs, drives and other areas where a uniform, clean edge is desired. Extreme care should be used to protect tree trunks from damage.

**Weed Control**
All granite-covered areas should be free of weeds at all times. Herbicides should be selected according to the weed it is intending to destroy. Applications should occur twice a year, once in April for summer weeds and once in September for control of winter weeds. **Total soil sterilants should never be used, as they will kill any existing vegetation, leach into nearby areas, and will stay in the soil for many years.**

**Pruning Standards**
All plants should be allowed to grow to their natural form and size, unless specifically noted. Plants should be pruned to promote structural strength and to accentuate their natural form and features.

Plant materials should only be pruned and thinned once a year and at specified times according to individual plant specimens. This will allow each plant to recover it's natural shape, size, texture, and seasonal color. Excessive watering promotes excessive growth and is discouraged.

**Tree Pruning**
Tree pruning is to be performed by a certified arborist and is to be done according to the American National Standard ANSI A300. Experienced tree arborists, whom through related on-job experience and training, are familiar with the hazards, techniques and aesthetics of this work, including pruning, thinning, maintenance, removal or repair, and the equipment that is needed for their performance should do the pruning.

Climbing spurs or irons are not permitted. Tree pruning is a potentially hazardous occupation and is to be undertaken by experienced and trained arborists, all of whom are covered by Workers Compensation, public liability and property damage, and completed operations insurance.

For use on this project, the following tree pruning classifications are to be utilized: Fine pruning, Medium pruning, and Coarse pruning.

**Fine Pruning**
Fine pruning involves the removal of diseased, dying, interfering, objectionable, twisted, obstructing, hazardous, weak and dead branches, as well as, selectively thinning to lessen wind resistance. Removal of these branches is to include those on the main trunks and those in the foliage area. In regards to fine pruning the following specifications apply:

1. All cuts should be cut close to parent limb or trunk, without cutting into the branch collar or leaving a stub. No flush cuts. Cuts should be clean.
2. Precutting branches may be necessary for branches that are too heavy to handle and to prevent splitting or bark peel. Branches should be lowered to the ground if there is a potential for hazard to property or to the tree as a whole specimen. Ropes and/or cherry pickers may be necessary to achieve the desired result. The weaker or least desirable of crossing limbs should be removed to as not leave a hole in the tree.
3. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution.
4. Where a tree is known to be diseased, tools should be immediately disinfected with methyl alcohol at 70% (denatured wood alcohol diluted approximately with water) or 50% Clorox (50% water solution after each cut and between trees known to be diseased) so as to mitigate transmitting the disease to other specimens.
5. Inspections on older trees should be done routinely to monitor past treatments and to ensure proper closure and callus growth.
6. Cutting the root at both ends, notching the roots center with a chisel, and removing the entire root without injuring the parent stem or bard, should treat girdling roots.
7. In reference to the above-mentioned items, any structural weakness, decayed trunks, diseased conditions, split crotches or branches should be documented in writing to the Owner and Landscape Maintenance Contractor, and corrective measures given.

**Medium Pruning**
Medium pruning involves the removal of diseased, dying, interfering, objectionable, twisted, obstructing, hazardous, weak and dead branches on the main trunk and those within the foliage area. Branches up to 1" in diameter may remain on occasion within the main foliage are when it is not practical to remove.

The following specifications should apply:

1. Cuts should be made close to the parent limb or trunk (without cutting into the branch collar or leaving a stub) and to allow closure under normal conditions. At all times clean cuts should be made. Where it is necessary to cut branches too heavy to handle, branches should be selectively lowered to the ground by ropes or a cherry picker, to prevent splitting or bark peel and to mitigate property or tree damage. No flush cuts.
2. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution (See background information).
3. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution.
4. Where a tree is known to be diseased, tools should be immediately disinfected with methyl alcohol at 70% (denatured wood alcohol diluted approximately with water) or 50% Clorox (50% water solution after each cut and between trees known to be diseased) so as to mitigate transmitting the disease to other specimens.
5. Inspections on older trees should be done routinely to monitor past treatments and to ensure proper closure and callus growth. For cosmetic purposes the wound may be dressed with a thin layer of wound dressing where appropriate.
6. In reference to the above-mentioned items, any structural weakness, decayed trunks, diseased conditions, split crotches or branches should be documented in writing to the Owner and Landscape Maintenance Contractor, and corrective measures given.

Formal pruning, such as balling, bonsai-ing, poodle-ing, squaring, and shearing of shrubs is strictly prohibited. Constant formal pruning is time consuming, expensive, and detrimental to the health and lifespan of shrubs. Pruning can lead to an unnatural appearance, inhibit a plants ability to receive moisture and nutrients, reduce blooming, increase water consumption, create an additional plant waste and is detrimental to the plants longevity.

Pruning should be done under the following circumstances only:

1. Removal of branches that could potentially create a safety hazard to pedestrians and vehicular traffic.
2. Removal of malformed, diseased, weakened or dead branches.
3. Removal of crossing, twisted, or crowded branches.
4. Encourage, control, and direct plant growth.

Removal of branches under the above four conditions can be done during routine maintenance any time during the year. The frequency that plants are pruned depends on a variety of factors, such as, weather, natural growth habit, type of plant, flowering conditions, and landscape requirements.

**Tree Staking**
Tree stakes and ties should be maintained to properly support a young tree. Inspections should occur every 60 days to prevent chafing, girdling and rubbing which can cause bark wounds. Guys should be removed after one year with the stakes left in the ground. The stakes are to be removed the following year. Stakes should be cut below scaffold branches to not interfere with branch growth.

**Turf Weed Control**

**Turf Pre-emergent**
The best defense of weeds is healthy turf grass. All turf areas can be treated for broadleaf weed control. Two applications of pre-emergent weed control can be applied if weeds are a problem; one in the early spring and one in the fall to help prevent weeds from germinating. Chemical weed control should only be used on established lawns so as not to damage newly installed and seeded turf. Spot treatments of Diquat are effective on dormant winter Bermuda lawns. Labels should be followed exactly and the user should use protective clothing and thoroughly review the material safety data sheets for products being handled.

**Turf Post Emergent**
All turf areas shall be treated in the spring and fall for weed control. Two applications of a combination post emergent should be applied during the growing season for the control of grassy and broadleaf weeds or as directed by the Association. Additional applications will be billed as per square foot. Post emergent applications should not be used in areas where Winter Ryegrass is applied. Use products containing Glyphosate or Glufosinate as active ingredients listed on the label. Caution should be used as these are both non-selective, they will kill both grass and broadleaf plants. There are good selective products available. Labels should be followed exactly and the user should use protective clothing and thoroughly review the material safety data sheets and labeling for this products being handled.

**Turf Fertilization**
Bermuda responds to a fall application of potassium. It helps Bermuda grass "rest" better and then comes out of dormancy with improved vigor. Fertilization of turf and plants shall be accomplished through approved "fertilization" system. Applications shall meet or exceed the following guidelines:

Turf fertilization shall occur on a regular basis to ensure proper growth and an aesthetic appearance. Lawns that are over fertilized require more water and mowing. Once monthly fertilization is sufficient, however the minimum is 4 applications of fertilizer a year. Fertilizer shall be spread in the early morning or evening and watered in thoroughly. Iron (ferrous sulfate or iron chelates) should be added to keep grass green and to not promote excessive growth.

Recommendations include:

1. At least once a year apply a complete fertilizer i.e., 21-7-14.
2. Slow release sulfur coated urea containing trace minerals at a rate of (l) pound of nitrogen per 1000 square feet per application during the summer and fall. In winter a granular fertilizer shall be applied.
3. Analysis of turf during the growing season to ensure proper nutrient utilization and proper rate of application.

**Fertilization Cycle**

| | |
|---|---|
| Early Spring | Promotes regrowth following dormancy, provides quick greening |
| Early Summer | Insures healthy, deep green lawn |
| Summer | Maintains lawn health and color |
| Winter | Promotes hardiness, encourages new cool-season grass growth |

**Mowing and Edging**

**Turf Heights:**

| | |
|---|---|
| Bermuda | ¾" - 3½" |
| Perennial Rye | ¾" - 2½" |

Peak Growing Season

| Height (inches) | Frequency (days) |
|---|---|
| ½ | 2 - 3 |
| 1 | 4 - 5 |

Turf shall be cut uniformly with no more than 30 percent of the blade removed. Contractor will rake, bag and remove all clippings that work day after mowing unless a mulching mower is used. Frequent mowing eliminates the need to bag clippings. The closer one mows, the more often one must mow. Lower mowing heights increase stress because they reduce leaf area, which decreases the plants ability to photosynthesize. With a higher mow the deeper the root system helps grass plants withstand stress during hot weather and uses less water. Bermuda grass is dormant during the winter months and needs watering once in a 3-4 week period during this time. Mowing should be performed with equipment that is in clean, good working order with blades that are regularly sharpened to maintain uniform cutting heights and all mowers should have deflector shields. Don't mow in the same pattern each time.

All trash and debris should be cleaned up and removed prior to mowing. Uneven or gouged mowing should be corrected the day the damage results. Sprinklers should be checked after each mowing.

**Scalping/De-Thatching**
All turf should be scalped and de-thatched to remove excessive growth if required. Scalping occurs when mowing too closely to the turf and removing more than 1/3 of the grass blades. Turf that is too short will be less efficient with water consumption. Adjust mower to prevent scalping. Thatch is caused by over-fertilizing and over-watering. Dethatching should occur during the summer months to allow Bermuda grass to recover for the following growth period.

**Turf Aeration**
Aeration should be performed at least two times per year or when the turf grass is growing vigorously. Avoid aerating during the season of active weed germination. Do not aerate with a solid-tined punch tool. Allow soil plugs to remain onsite until the next turf mowing breaks them up. Fertilize and irrigate immediately after clean up of the cores. This is also a good time to add gypsum.

**Turf Watering**
Turf should be watered in the early morning cool period 1-3 hours before sunrise (before 5 am) to minimize excessive evaporation loss from wind and sun and provide maximum water to roots. Water should be applied to evenly distributed areas and often enough to avoid wilting in between watering periods.

Lawns shall be watered no more than six days a week during the summer, with the exception of Ryegrass. This allows for a one day dry-out for mowing and maintenance. Turf shall be watered no more and no less than to a depth of 8-10 inches.

Sprinkler heads shall be adjusted to prevent overspray onto sidewalks, walls, and streets and to provide head to head coverage.

'Smart' controller operation will monitor underwatering and overwatering of turf grasses. Visual monitoring of turf grass is recommended and should be noted in any reports to the Owner and Mangement.

**Tree, Shrub, Groundcover and Vine Watering**

**Water and Irrigation Requirements**
Optimum moisture for root establishment and growth shall be provided for a minimum of two growing seasons. Following this period, adequate water moisture levels shall be met with regard to the correct amount or water needed, for example deep watering schedule, cycle and soak, etc.

Plant materials shall receive sufficient water to meet their basic and health needs to maintain vigor and an active state of growth. Watering too little can wilt plants to the point where there is no return to health. Watering too much can starve the roots of oxygen, also leading them to a point of no return.

The Arizona Municipal Water Association designed the following watering schedule as guidelines for newly planted desert adapted plants.
Weeks 1 & 2 - Water every 1-2 days in summer, every 3-4 days fall through spring
Weeks 3 & 4 - Water every 3-4 days in summer, every 6-7 days fall through spring
Weeks 5 & 6 - Water every 4-6 days in summer, every 7-10 days fall through spring
Weeks 7 & 8 Water every 7 days in summer, every 10-14 days fall through spring
Weeks 9 & 10 Gradually extend the time between irrigations until plants are established.

NOTE: After the eighth-week, move the drip emitters to the outer edge of the root ball.
*High water plants will require more frequent irrigations.

**Frequency/Quantity**
Watering cycle shall be adjusted during the rainy season so as to not water after rains. Shade portions of the landscape may receive 30% less water than areas in full sun. (See APPENDIX 8: WATERING SCHEDULE GUIDELINES).

**Application Rates**
It is the responsibility of the Landscape Maintenance Contractor to carefully monitor the irrigation system and plant material's response to determine sufficient water quantities and frequency levels. Deep, infrequent watering for trees is preferable to shallow, frequent watering. Deep-water percolation into the soil encourages deep root growth, rather than to circle at the surface as is common with shallow watering. Deep water levels encourage deep root growth, which will stabilize the tree. Over-watering, however, can encourage excessive growth and lead to more pruning and mowing.

Water depths and widths depend on the type, size and age of plant. Large trees need more water as a result of a larger root zone than a shrub or groundcover. (See APPENDIX 6: DETAILS AND SPECIFICATIONS).

Trees shall be watered to at least a 3-foot depth.
Shrubs shall be watered to a 2-foot depth.
Groundcovers, cacti, and annuals shall be watered to a 1-foot.
Turf shall be watered to a depth of ten inches.

**1.1.3 Water/Soil Moisture Monitoring**
A soil probe can be used to monitor moisture penetration into the root zone. Soil moisture content shall be checked routinely and documented. This information can be used to adjust the automatic controller in regards to rate of water application.

In certain circumstance hand watering may be necessary and shall be done with a hand wand to minimize impact on plant materials.

Maintain gravel mulch levels as per the Landscape Construction Documents to reduce evaporation. Plants should be reset to the proper grades and in an upright position.

**Plant Replacement**
Plants that are dead, diseased, and unattractive and have poor shape should be removed and replaced with the same plant as per the original landscape plan. All plants should be disease-free, healthy specimens. In addition, plants should be replaced in the same location with the soil removed and replaced. This is done to mitigate future problems if the soil is unhealthy. The Association, prior to planting, should approve any changes to plant material type.

If plant material is destroyed (or the shape altered as defined in Pruning Section) by the Landscape Maintenance Contractor due to improper pruning, the Landscape Maintenance Contractor shall replace the plant materials "in kind".

**General Recommendations**
As mentioned in the site description, the landscape is typical of an arid, low desert terrain. Most plants used will not be indigenous to the area and require seasonal irrigation. Maintenance needs will vary depending on each plants' adaptability to the site.

To properly maintain all the site landscape areas, it must first be appreciated that the less adapted a species is to these site conditions, the more care it must be given. Three factors are typically resulting factor in a plant species' decline: the susceptible species, the causal agent and the environment. While a fungus may be present, it does not necessarily dictate an infection in a particular plant. The plant would need to be weakened and the environment therefore becomes the causal agent to infect the species.

Visible signs of a plant's decline can be the result of a number of different factors. The primary causes can be age, disease, infestation or chemical and/or mechanical damage. Environmental factors, such as, over and under watering, can further enhance problems due to the above factors. The severity of decline depends ultimately on other stresses to which the plant is subjected to. A healthy plant can usually recover, one that is stressed can not.

**Preventive Maintenance**

Landscape Maintenance should take two approaches:

**Curative**
The Curative Approach uses minimum maintenance, the "wait and see" for a plant to respond to treatment. It also deals with problem as they arise and primarily addresses the causative agent, which requires a plant to show signs of decline before treatment.

**Preventive**
The Preventive Approach uses the goal of plant maintenance as their optimum preventive method. The goal is to maintain a plants optimum vitality and health because healthy plants are more resistant to disease, infestation, mechanical and chemical damage and various climatic stresses.

The Landscape Maintenance Guidelines prefer using the preventive approach. Benefits include less overall costs and healthier looking plants as it deals with the causes of decline before they happen. While there are a multitude of reasons that lead to the decline of a plant, the Landscape Maintenance Contractor is expected to be familiar and educated with the varying causal factors that can lead to and affect a plants' vitality. The Landscape Maintenance Contractor should also be familiar with some of the most common infectious organisms, insects and other pests.

In addition, due to the ever-changing market for insect and disease treatment controls, these are not a part of the guidelines. It is encouraged that the Landscape Maintenance Contractor utilizes environmental and cost-effective methods of prevention before seeking the use of costly and potentially harmful chemical treatments.

Persistent, unusual problems should be addressed with a professional horticultural consultant familiar with the pest and plant. A good source in Maricopa County is the University of Arizona, Maricopa County Cooperative Extension Service.

**Potential Project Site Disease Problems**

**Infectious Organisms, Insects and other Pests**
Being educated about the habits of insects and pests can help in discouraging or inviting them. Some insects are beneficial and are to be encouraged while others are pest and to be discouraged. Weather has a great impact on the behaviors of infectious organisms, insects and pests. Variations in climate and other weather conditions can cause unpredictable occurrences. A lack of vegetation in an arid climate most of the year can with heavy rains promote the growth of many non-indigenous plant species, and an outbreak of rodents and pests. In hot, dry weather vegetation typically dries up and these populations will migrate to more fertile, usually irrigated, lands to survive drought and heat while looking for a food source.

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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45440
ANDREW D. BARON
Date Signed 10/23/19
ARIZONA, USA
EXP. 12-31-21
PRELIMINARY NOT FOR CONSTRUCTION

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Roosevelt Park
Roosevelt Park Phase 2 - Pre-Plat
Avondale Arizona
Maintenance Plan

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revisions
△1
△2
△3

issued for
☐ design dev.
☐ progress set
■ city submittal
☐ bid package
☐ construction

title: Maintenance Plan
date issued: 10.23.19
scale:
drawn by: JC, KB
checked by: AB
project number: 95-035-16
review number:
sheet number: LA9.2

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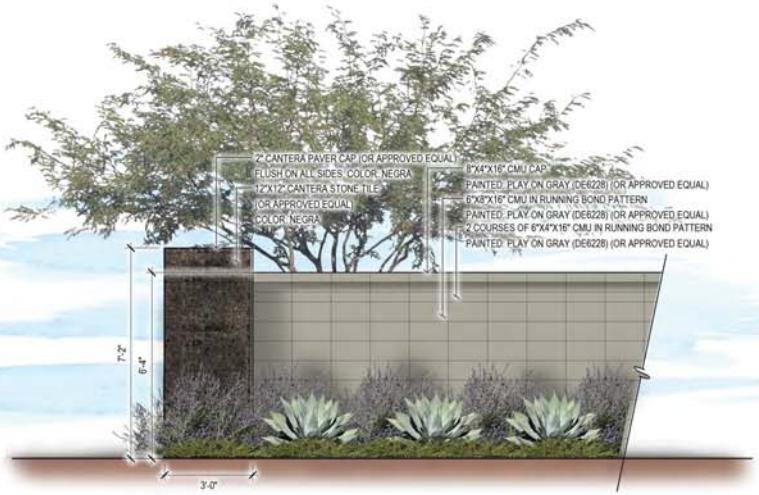
1 Secondary Theme Wall/Theme Column
SCALE: 1/2"=1'-0"

## WALL MATERIALS

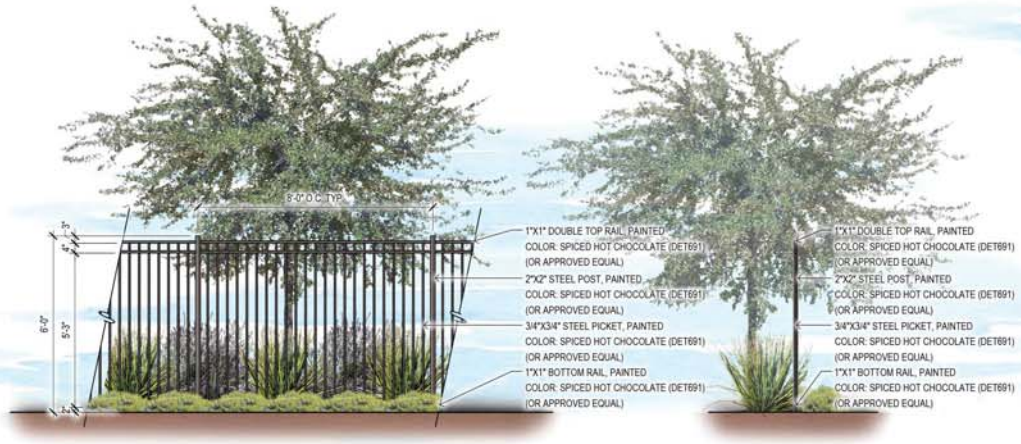
CANTERA TILE - RWC - NEGRA
(OR APPROVED EQUAL)

STEEL FENCE - DUNN EDWARDS
SPICED HOT CHOCOLATE (DET691)
(OR APPROVED EQUAL)

SMOOTH STUCCO - DUNN EDWARDS -
PLAY ON GRAY (DE6228)
(OR APPROVED EQUAL)




2 Theme Wall/Theme Column
SCALE: 1/2"=1'-0"




3 View Fence
SCALE: 1/2"=1'-0"

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# ROOSEVELT PARK

Wall Details date: 10.23.19

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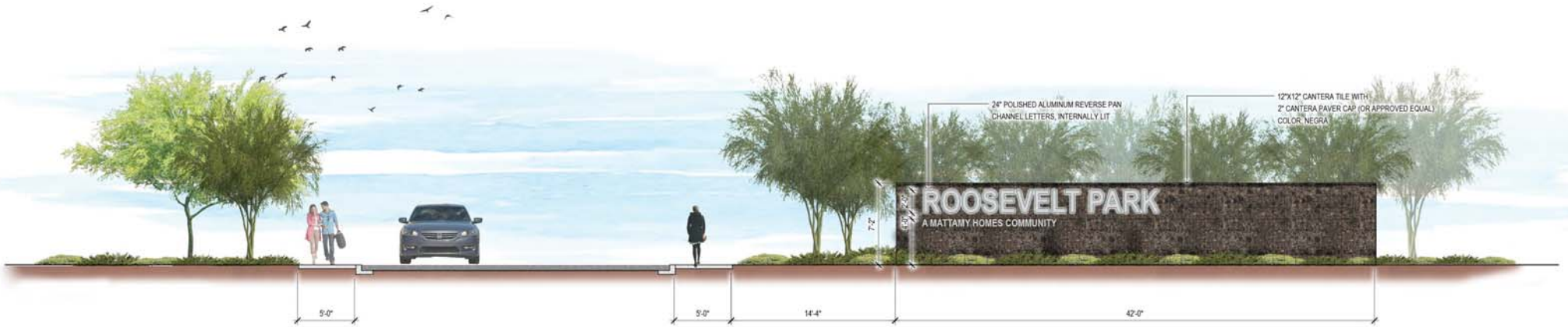
## WALL MATERIALS

CANTERA TILE - RWC - NEGRA
(OR APPROVED EQUAL)

SMOOTH STUCCO - DUNN EDWARDS -
PLAY ON GRAY (DE6228)




1 111th Ave. Entry Monument - South Side
SCALE: 1/4"=1'-0"

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## WALL MATERIALS

CANTERA TILE - RWC - NEGRO
(OR APPROVED EQUAL)

STEEL GATE - DUNN EDWARDS
PLAY ON GRAY (DE6228)

## KEY NOTES

- A EXIT GATE WALL
- B STEEL VEHICULAR GATE
- C MONUMENT
- D THEME WALL WITH THEME COLUMN

1 111th Ave. Entry Gate
SCALE: 1/4"=1'-0"

mattamyHOMES

# ROOSEVELT PARK

111th Ave. Exit

15° 30°
plan scale 1:30
date: 10.23.19

andersonbaron
plan · design · achieve
50 n. mcclintock drive, ste 1
chandler, arizona 85226
ph. 480.699.7956 f.480.699.7986

# Exhibit H

## Certificates of Adequate School Facilities

Littleton Elementary School District
Tolleson Union High School District

Avondale
Aspiring. Achieving. Accelerating.

# CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for an amendment to the Roosevelt Park PAD and General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Roosevelt Park PAD
Request: PAD and General Plan Amendment
Current Density Allowed: 6.21 units per acre
Total number of residential units proposed: 607
Project Manager: Nick Labadie
Acreage/Parcel Size: 128 acres
Density Proposed: 4.76 units per acre

As an authorized representative of the District, please complete the questionnaire below.

**Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?**

Yes [X] No [ ]

***If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.***

***Is a school site within the proposed development needed?*** Yes [ ] No [X]
***If answered yes, how many acres is needed for the school site?***

***Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement?*** ***Yes*** ***No***

***If answered yes, please explain below:***
A Donation agreement is in place to assist in the Districts needs to accommodate this development

**If additional writing space is needed, please attach pages to this form**

Date Reviewed: 6/5/18
School District: Littleton Elementary District
District Superintendent: Dr. Roger S. Freeman
Phone #: 623-478-5611
E-mail: freeman.roger@littletonaz.org
Signatur[redacted]

*It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings*

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Project Manager: Nick Labadie
Acreage/Parcel Size: 128 acres
Density Proposed: 4.76 units per acre

As an authorized representative of the District, please complete the questionnaire below.

**Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?**

Yes [X] No [ ]

***If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.***

_____

_____

_____

***Is a school site within the proposed development needed?*** Yes [ ] No [ ]
***If answered yes, how many acres is needed for the school site?*** _____

***Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No***

***If answered yes, please explain below:***

_____

_____

_____

**If additional writing space is needed, please attach pages to this form**

Date Reviewed: 5/4/2018
School District: Tolleson Union High School District No. 214
District Superintendent: Nora Gutierrez
Phone #: 623-478-4000
E-mail: nora.gutierrez@tuhsd.org
Signature [redacted]

*It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings*

Item Number: 4.e.

# CITY COUNCIL REPORT

**SUBJECT:** Public Hearing and Resolution 3597-1219 - Major General Plan Amendment for Entrada – Application PL-19-0054

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will hold a public hearing and consider a request by Ms. Toni Bonar, AICP, HILGARTWILSON, LLC, to adopt Resolution 3597-1219, approving a Major Amendment to the Avondale General Plan 2030 Land Use Map for Entrada, a proposed 191 gross acre planned development at the northwest corner of 107th Avenue and Broadway Road. The proposed Major General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations for the property from 166 acres of Estate Low Density Residential, 13 acres of Medium Density Residential, 9 acres of Local Commercial, and 3 acres of High Density Residential to 181 acres of Medium Density Residential and 10 acres of Local Commercial. The Council will take appropriate action.

**BACKGROUND:**

The 191 gross acre subject property (Exhibits A and B) is located at the northwest corner of 107th Avenue and Broadway Road, in the jurisdiction of Maricopa County. The irregularly-shaped site is relatively flat with several irrigation canals, including a regional SRP irrigation canal, bisecting the property. Aboveground utilities, including high voltage power lines, run along the property's 107th Avenue and Broadway Road frontages and through the property in a utility corridor.

The northernmost portion of the site, approximately 95 acres, is zoned in the County as Residential Unit Plan of Development (R1-6/RUPD). The R1-6/RUPD zoning allows for development of 6,000 square foot single-family residential lots. The remainder of the site features County Rural-43 (RU-43) zoning, a district that allows for agricultural and large lot single-family residential uses. It is the City's policy not to serve water or sewer to new developments in unincorporated areas; for the property to develop under its current County zoning, the developer would be required to provide private water and sewer services independent of the City's systems.

Approval of this Major General Plan Amendment request will revise the land use designations on the property as described later in this report. Presently, multiple General Plan 2030 land use categories are designated over the subject property (Exhibit C), as follows:

- The majority of the site, approximately 166 acres, is designated Estate Low Density Residential (ELDR). The ELDR category allows for development of detached single-family residential homes, potentially including an equestrian component, at a density of 1 to 2.5 dwelling units per acre. The target density in ELDR is 1 unit per acre.

- Approximately 13 acres near the property's western edge are designated Medium Density Residential (MDR). The MDR category accommodates development of suburban detached single-family residential within a density range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5.

- Approximately 9 acres of the site at the northwest corner of 107th Avenue and Broadway Road are designated Local Commercial. The Local Commercial designation provides for the daily needs of goods and services to residents within the surrounding area. Uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices.

- The far western corner of the property, approximately 3 acres in total, are designated High Density Residential (HDR). The HDR designation accommodates patio homes, apartments, condominiums, townhomes, and other single-family attached and multi-family residential product types at a density of 12 to 30 dwelling units per acre, with a target density of 12 units per acre.

The existing uses and zoning of surrounding properties include:

**North:** Multiple uses are occurring along the property's northern edge. From east to west:

- Multiple parcels, one to three acres in size, located within the City of Avondale, zoned R1-6 (Urban Residential). These parcels are mostly developed with single-family residences and related accessory structures.

- Multiple unincorporated parcels, two to three acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).

**East:** Multiple uses are occurring east of the property on the opposite side of 107th Avenue. From north to south:

- A 37.4-acre property, owned by the Flood Control District of Maricopa County (FCDMC), to be developed by the FCDMC as a large stormwater retention facility related to the future Durango Regional Conveyance Channel (DRCC). The property is located within the City of Phoenix and is zoned S-1 (Suburban Ranch or Farm Residence).

- Lions Gate, a 39.6-acre, 96-lot single-family residential community, located within the City of Phoenix, zoned R1-10 (Single-Family Residence).

- An undeveloped 33.9-acre parcel located within the City of Phoenix, zoned PCD (Planned Community District). Development plans for this property are unknown.

**South:** Verde Trails I and II, a planned 248-acre, 891-lot single-family residential subdivision located within the City of Avondale, zoned PAD (Planned Area Development). Permits for the Verde Trails development are approved but construction has not yet commenced.

**West:** Multiple uses are occurring along the property's western boundary. From north to south:

- Multiple unincorporated parcels, three to five acres in size, mostly developed with single-family residence and related accessory structures. These properties are zoned County RU-43 (Rural-43).

- A 113.7-acre property located within the jurisdiction of Maricopa County currently in agricultural production. The property is zoned County R1-6/RUPD (Residential Unit Plan of Development), which

allows for development of 6,000 square foot residential lots.

**SUMMARY OF REQUEST:**
The applicant is requesting approval of a Major General Plan Amendment (GPA) to the General Plan 2030 Land Use Map in order to facilitate development of a planned single-family residential community called Entrada. As previously noted, the property presently features four General Plan land use designations: Estate Low Density Residential (166 acres), Medium Density Residential (13 acres), Local Commercial (9 acres), and High Density Residential (3 acres). The requested Major GPA (Exhibit E) will revise the General Plan Land Use Map as it applies to the subject property, as follows:

- The Medium Density Residential (MDR) designation which currently covers 13 acres will be expanded to cover most of the property, approximately 181 gross acres in total. The MDR category accommodates development of suburban detached single-family residential within a density range of 2.5 to 4.0 dwelling units per acre, with a target density of 2.5. Density beyond the target of 2.5, but not to exceed 4 units per acre, may be approved if a proposed development exhibits a high quality design, exceptional open space, and the like.

- The Local Commercial designation at the northwest corner of 107th Avenue and Broadway Road, currently 9 acres, will be expanded by one acre to create a 10-acre commercial site. The Local Commercial designation provides for the daily needs of goods and services to residents within the surrounding area. Uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices.

- The Estate Low Density Residential and High Density Residential designations currently applied to the property will be eliminated.

This proposed GPA is the first step in the development process for the site. Separate applications to annex the property and rezone the site to Planned Area Development (PAD) have been submitted and are currently in review. Ideally, all three applications (GPA, Annexation, Rezoning) would proceed forward for approval on the same schedule to allow the Commission and Council a full understanding of the planned development. However, due to a statutory requirement that Major General Plan Amendments be heard by the Council during the same calendar year as when the application is filed, this GPA has been separated from the other applications to allow the applicant additional time to refine those documents to address Staff comments.

It is likely that the proposed annexation (Council) and rezoning (Commission and Council) will be brought forward to public hearings in early 2020.

*Process*
The General Plan 2030 outlines criteria for what constitutes Minor and Major GPAs. The proposed request is considered a Major Amendment because it is necessary for the establishment of a Planned Area Development (PAD) encompassing over 80 gross acres and impacts over 10 percent of the total land area of the PAD being established. Major GPAs vary from the more common Minor GPAs in a few ways, as follows:

- 60-Day Review: For major GPAs, State Statute requires cities to identify a 60-day period in which notice is provided to potentially impacted adjoining jurisdictions and public agencies and comments are solicited from those jurisdictions and agencies. Though notice is often provided out of courtesy, no such formal interagency review is required for minor GPAs.

- Planning Commission Hearing Process: To encourage greater citizen participation, Major GPAs require two Planning Commission public hearings, one of which must be held at an off-site location. The first hearing is for public comment, and the second hearing is when Commission will take action

on the request. Minor GPAs require a single Planning Commission public hearing.

- Approval by City Council: Major GPAs require approval by two-thirds majority vote of the City Council. Minor GPAs require approval by a simple majority of the City Council.

**PUBLIC PARTICIPATION:**
The required 60-day notification of potentially impacted adjoining jurisdictions and public agencies, as required by State Statue, was transmitted on April 29, 2019. Sixteen cities, school districts, and other public entities were provided with a short summary of the proposal and a copy of the proposed amendment and asked to provide comments, if any, by June 29, 2019. These entities were the City of Goodyear, City of Tolleson, City of Phoenix, City of Litchfield Park, Maricopa County Planning & Development Department, Arizona Department of Transportation (ADOT), Flood Control District of Maricopa County (FCDMC), Arizona Commerce Authority, Maricopa Association of Governments (MAG), Gila River Indian Community (GRIC), Agua Fria Union High School District, Tolleson Union High School District, Avondale Elementary School District, Pendergast Elementary School District, Littleton Elementary School District, and Litchfield Elementary School District. Mr. Tim Murphy, Project Management Branch Manager for FCDMC, provided informational comments to guide development of the property, indicating that a portion of the site is located within an identified Special Flood Hazard Area (SFHA), commonly referred to as the floodplain. Mr. Murphy also requested that the City work with the developer to preserve a corridor for the future Durango Regional Conveyance Channel as it crosses through the subject property. Ms. Katie Wilken, City of Goodyear Planning Manager, responded that Goodyear had no concerns with the proposal. No other agencies, jurisdictions, or districts commented on the proposal.

A neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on Tuesday, October 22nd. The meeting took place in the cafeteria of Quentin Elementary School, 11040 West Whyman Avenue. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Arizona Republic, were completed at least fifteen days prior to the meeting as required. Three residents in the vicinity of the Entrada site, two who live in the Lion's Gate community located in Phoenix, east of 107th Avenue, and one who lives in Avondale directly north of the Entrada site, attended the Neighborhood Meeting. Topics discussed included whether a grocery store could be provided in the commercial area, if horseback riding would be permitted in the powerline open space corridor, how the planned SR-30 freeway would impact the development and the area in general, how vehicular access to Entrada would be provided, what improvements would be made to 107th Avenue, and if the proposal would have any impact on the zoning of other properties in the area. A summary of responses to these questions is included as Exhibit G.

No comments related to the proposal have been posted on the City's aVOICE digital forum; six persons have viewed information.

All required notifications for the City Council public hearing have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the City Council meeting via postcards sent on September 26, 2019. The meeting was advertised in the Wednesday, October 2, 2019 edition of the Arizona Republic. Lastly, two public hearing notice signs identifying meeting dates, times, and locations were installed on the property on October 1, 2019. No public comments beyond what is discussed, above, have been received to date.

**PLANNING COMMISSION ACTION:**
As required for Major General Plan Amendments, Planning Commission held an off-site public hearing on this item to allow for public comment on October 18, 2019. One person, a resident and homeowner of property located near the northeast corner of the Entrada site, spoke during the public hearing and inquired if their property was included in the request. The applicant, Carolyn Oberholtzer with Bergin, Frakes, Smalley and Oberholtzer, responded that only the applicant's property was subject to the request and that the

homeowner's property was not included. In addition, Commission had two questions for Staff and the applicant, as follows:

- Vice Chair Amos asked about locations of other ELDR designated properties in the City. Staff stated that the vast majority of remaining ELDR and Rural Low Density Residential (RLDR) land is south of Southern Avenue, and that there is also a large portion on the southside of the Estrella Mountains.

- Chair Van Leuven asked about the plan to ensure Littleton Elementary School District would have adequate capacity to accommodate students from this future development. Mr. Galica stated that several steps remain before construction can begin and it is hoped that the developer will continue to work with the school district through these steps to ensure the District's needs are met. The applicant stated that the Littleton District recently closed on a parcel at Miami Avenue just west of the Entrada site, which will be the location of their next school. In such cases, a school district typically looks to the development community to come to the table with a donation based on the number of units that are eventually built on the property. The developer intends to enter into a standard donation agreement with Littleton Elementary School District.

No action was taken by the Commission at the October 18, 2019 meeting.

Planning Commission conducted a public hearing on this request and voted 4-1 to approve the proposed Major General Plan Amendment. Commissioners had the following questions or comments for Staff on the request:

- Commissioner Thompson asked if current residents in the vicinity of Entrada would be able to continue riding horses on the property. Staff responded that the power line trail corridor would accommodate equestrian riding. Vice Chair Amos asked for clarification on future trails. Staff responded that the Entrada PAD, when it moves forward, will include trails in power line corridors and along the future Durango Regional Conveyance Channel (DRCC).

- Commissioner Warren inquired as to the location of the SR-30 relative to the project. Staff noted SR-30 was located off-screen just north of Southern Avenue.

- Commissioner Thompson asked why did the entire property have to change to MDR. Could some larger lots be maintained? Staff responded the additional density was required in order to allow the developer to finance the significant infrastructure improvements required with the project.

- Andrew Yancy, Bergin, Frakes, Smalley and Oberholtzer, P.C., spoke for the applicant and detailed the constraints on the property which include a regional conveyance channel, the irregular shape of the property, and the wide utility easements that bisect the site. Mr. Yancy noted that the change in Land Use results in an additional 167 lots beyond what would currently be permitted with the present designations. The proposed density will provide a transition between the rural uses and the planned Verde Trails, Alamar, and other nearby developments.

**CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:**
The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The LESD no longer assigns students to particular elementary schools based upon geographical location. As such, elementary age students living in the future Entrada community would have an opportunity to choose which school they will attend within the LESD system. Quentin Elementary, generally located at the northwest corner of Lower Buckeye Road and 107th Avenue within the Sanctuary neighborhood, is geographically

closest to the Entrada property. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street.

LESD has provided the City with a Certificate of Adequate School Facilities signed by Superintendent Roger Freeman (Exhibit F) which states that the district does not have adequate capacity to accommodate the estimated enrollment from the proposed Entrada development. Dr. Freeman specified that 190-208 students would be generated by the project, requiring 7.7 classrooms, additional books, equipment and added staff estimated at $385,185.00 per year, and one-time capital expenditures of $69,680.00. Dr. Freeman also indicated that the district and developer are not currently working together on a donation agreement or other form of assistance. The applicant noted during the October 18, 2019 Planning Commission public hearing that the developer intends to enter into a donation agreement with Littleton Elementary School District to accommodate the needs of the District.

TUHSD has provided the City with a Certificate of Adequate School Facilities signed by Superintendent Nora Gutierrez (Exhibit F) stating that the district has adequate capacity and no school site within the development is needed.

**ANALYSIS:**
City Council must determine that the proposed amendment meets four findings prior to recommending approval. Staff's analysis of each of the required findings is presented below.

**1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use or change proposed in the amendment.**

- Most of the City's inventory of undeveloped Medium Density Residential (MDR) land has been planned over the past 2-4 years, with Alamar (formerly Lakin Ranch), Verde Trails, and Del Rio Ranch III all under construction or moving towards construction. Even with these planned communities, there is significant additional demand for development of single-family residences at a suburban density in the southern portion of Avondale.

- The City's goal is to achieve a mix of lot sizes with larger lots included. The City has conveyed to the developer that no lots under 50 feet in width will be supported in the proposed PAD, and that significant open space beyond the developer's initial proposal must be provided. The resulting density is expected to be between 2.5 and 3.0 dwelling units per acre, closer to the low end of the MDR designation.

- The City greatly supports development of Estate Low Density Residential in order to diversify Avondale's housing stock and attract a wider demographic of potential residents. Significant amounts of land to develop estate sized lots will remain in Avondale, primarily in two locations: the north bank of the Gila River and south of the Estrella Mountains. These alternate sites are more isolated and feature fewer visual obstructions (e.g. power lines, future freeways, etc.), making those parcels more attractive to large lot subdivisions and custom home developers.

**2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.**

- Compared to low density or rural residential uses, suburban residential densities such as those allowed in the MDR category are more appropriate and compatible with the future SR30 freeway that is expected to be constructed less than a mile south of the Entrada property. As noted in the General Plan, Estate Low Density Residential is most appropriate in locations where homeowners are afforded significant privacy and isolation; the future freeway limits the privacy and isolation of the subject

property, reducing the likelihood it can effectively be developed as originally intended.

- It is in the best interest of all parties, including the City, for the property to develop. Development of this property will include undergrounding large irrigation canals and rectifying drainage issues. Physical benefits of developing the site include beautification of a large power line corridor, mitigation of a regional flood plain issue by reserving land for the future Durango Regional Conveyance Channel (DRCC), undergrounding of unsightly irrigation canals, and improvement to adjacent arterial streets. Less noticeably, development will generate additional tax revenue and create additional spending power to support local businesses.

**3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.**

- Development of the property with residential uses has always been envisioned. Under the property's current land use designations, 557 dwelling units could be built on the site. With the proposed GPA, up to 724 units could be constructed on the property. This 167-unit increase in density does not represent a significant alteration to the City's desired development pattern.

- The Engineering Division has reviewed the requested changes to the Land Use Map. The increase in potential units over the existing designations will be accommodated within the planned capacity of the City's systems. The amendment is not likely to require any larger or more expensive public infrastructure improvements over what would be needed if the area was developed under the existing land use designations. In the event larger infrastructure is required, the developer will be required to construct said infrastructure.

- The proposal will not adversely impact the existing land uses in the area. The amendment will assist in facilitating development of a planned community that will deliver enhanced infrastructure, a connected roadway network, and regional drainage improvements that benefit all surrounding properties.

- Staff will work with the applicant to ensure the PAD provides for adequate transitions to existing lower density residential uses occurring to the north of the site and takes steps to limit traffic impacts to Miami Avenue to the extent possible.

**4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.**

The proposed amendment furthers several goals of the General Plan 2030, including, but not limited to:

- Land Use Goal #3, Policy D "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity".

- Housing Goal #4, Policy B "Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

- Facilities Goal #3, Policy D "Participate, to the extent feasible, in regional flood control planning and improvement projects."

**DISCUSSION:**

Staff finds this request meets the four required findings and recommends approval of the proposed Major General Plan Amendment.

**STRATEGIC PLAN:**
INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

INITIATIVE: Foster sustainable community development

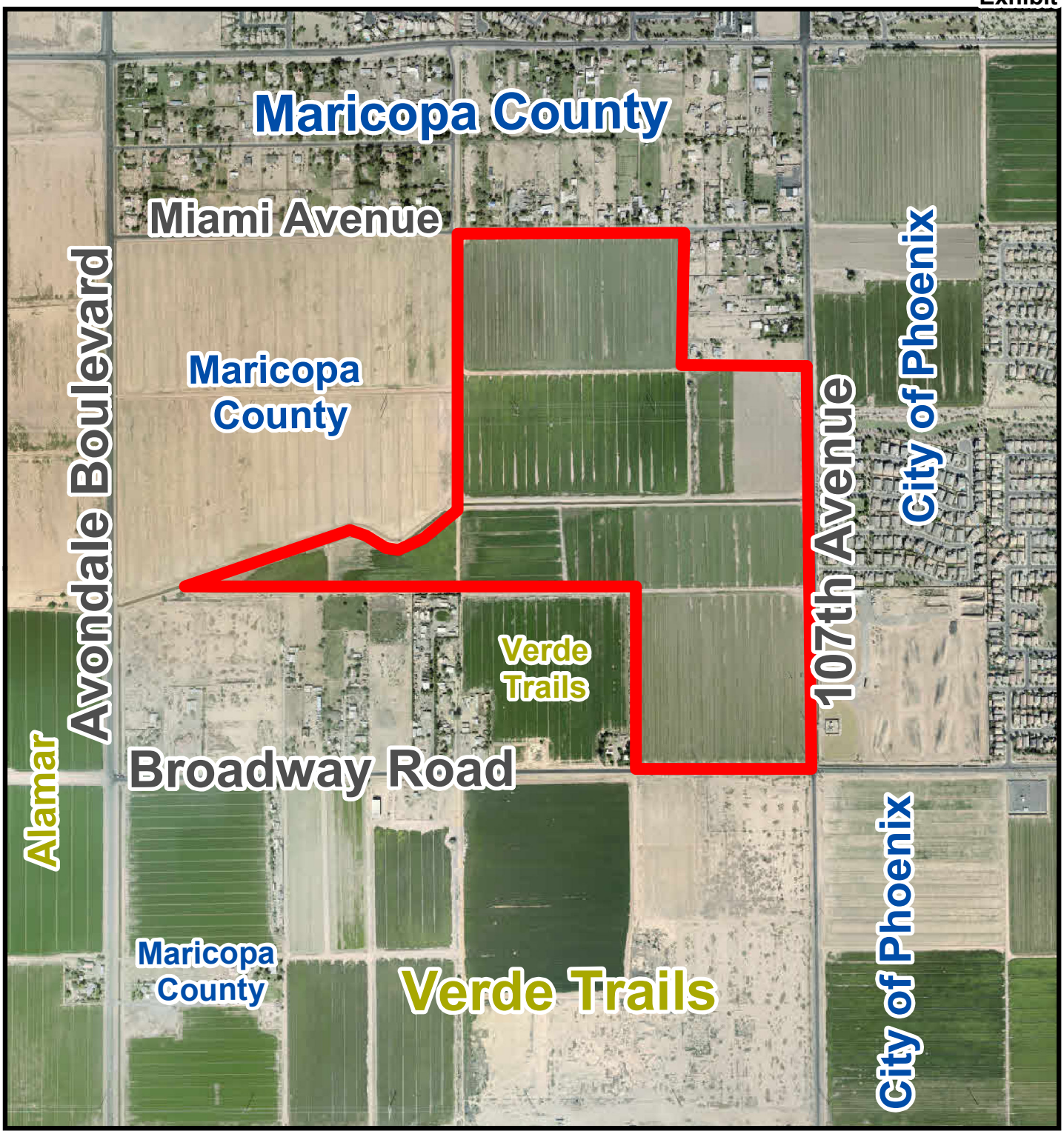
- STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
City Council will conduct a public hearing and **ADOPT** Resolution 3597-1219 approving Application PL-19-0054 Entrada, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designations of the subject property to Medium Density Residential (181 acres) and Local Commercial (10 acres).

**PROPOSED MOTION:**
I move that City Council **ADOPT** Resolution 3597-1219 approving Application PL-19-0054 Entrada, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designations of the subject property to Medium Density Residential (181 acres) and Local Commercial (10 acres).

Exhibit A

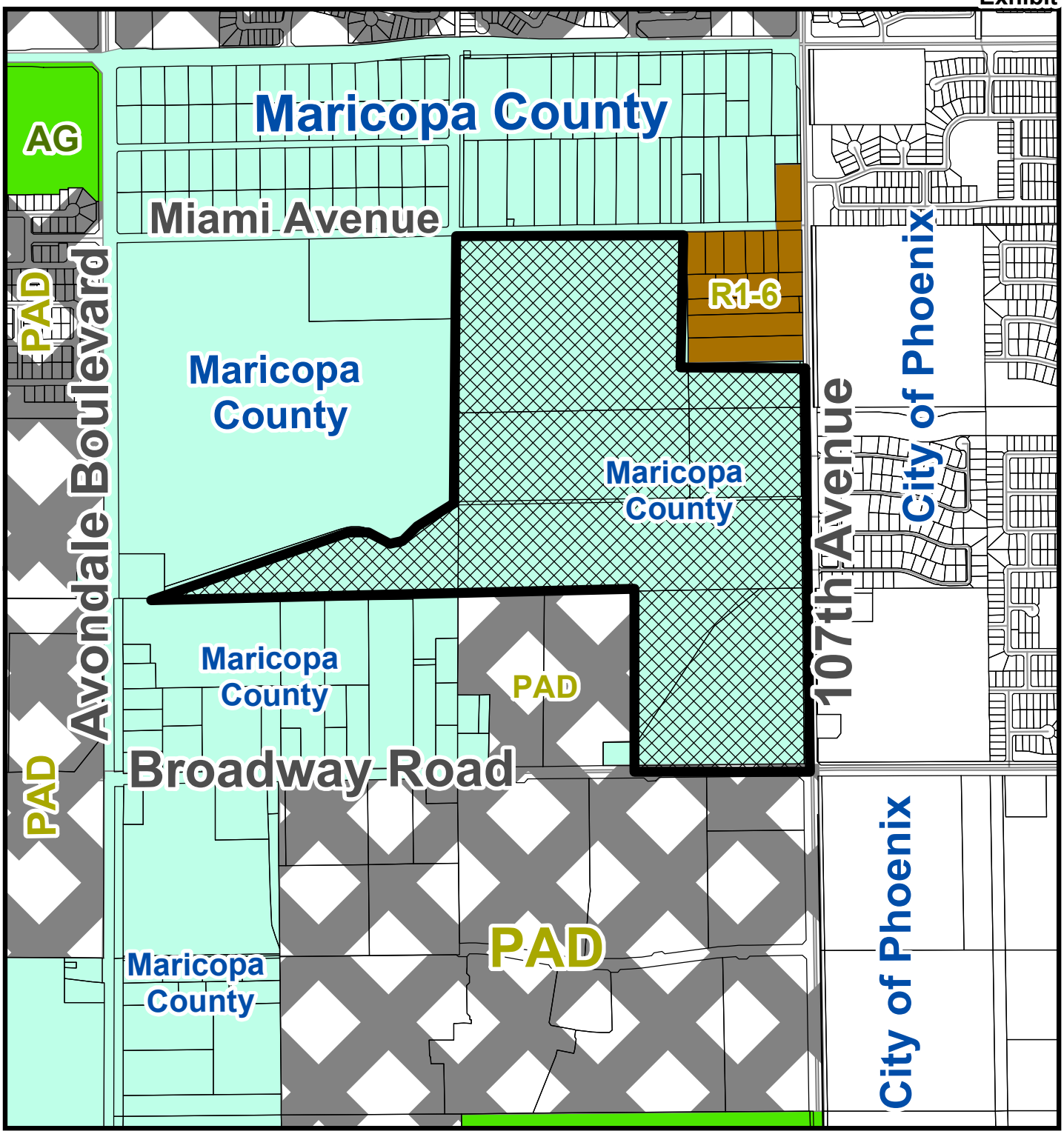



# Aerial Photograph

Avondale

Subject Property

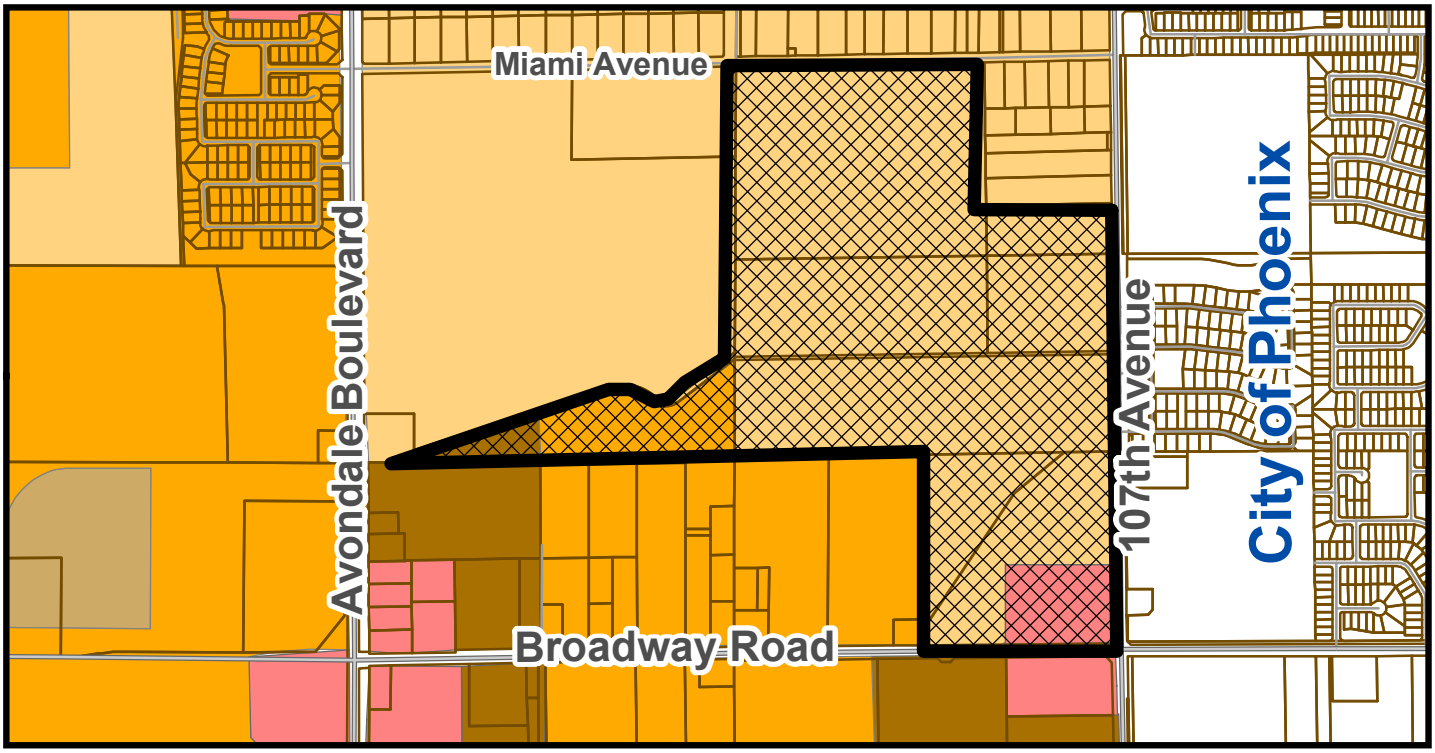
Exhibit B



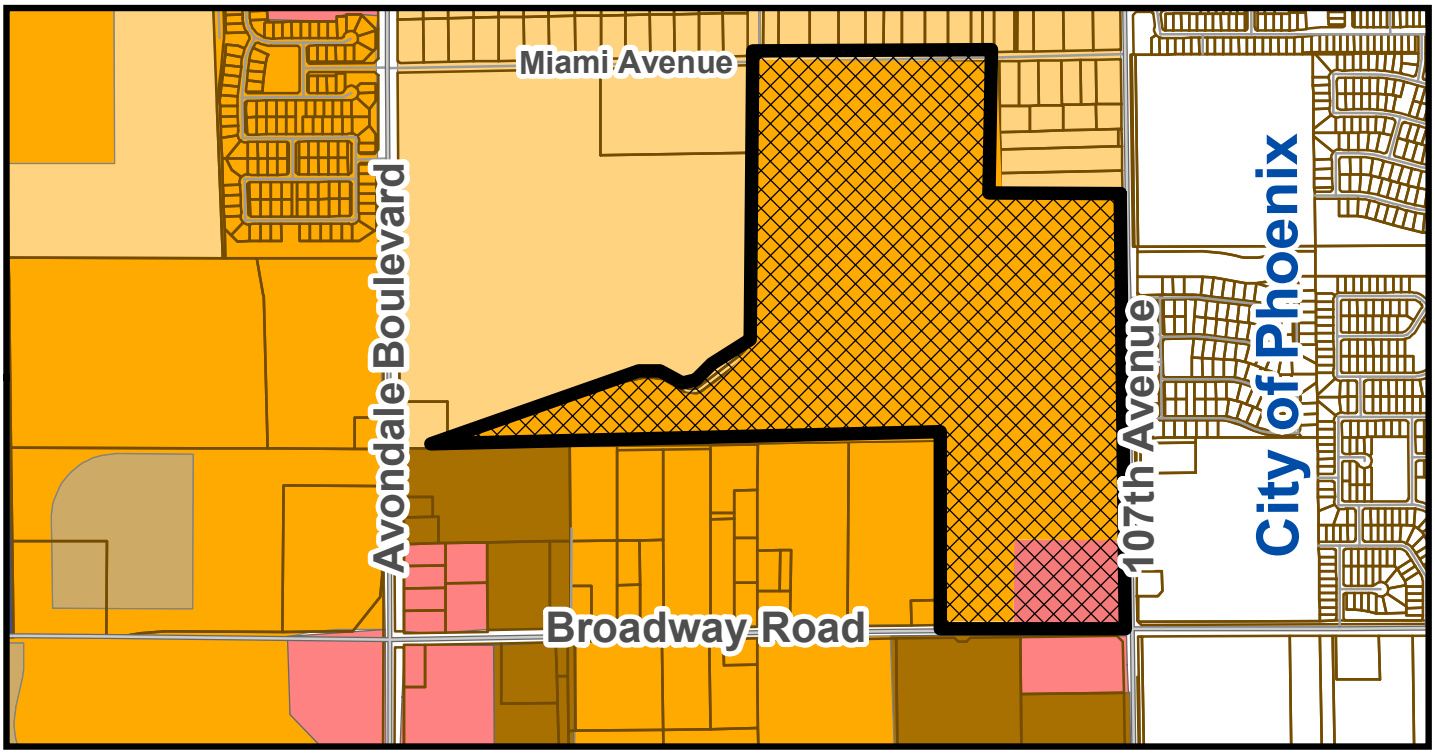

# Zoning Vicinity Map

Avondale

Subject Property




CURRENT LAND USE MAP




PROPOSED LAND USE MAP

# General Plan Land Use Map

Avondale

- Estate/Low Density Residential
- Medium Density Residential
- Medium High Density Residential
- High Density Residential
- Local Commercial

Subject Property

**Exhibit D**

*SUMMARY OF RELATED FACTS*
*APPLICATION PL-19-0054*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | Approximately 191 gross acres |
| LOCATION | Northwest corner of 107th Avenue and Broadway Road, extending north to Miami Avenue. |
| JURISDICTION | The subject property is currently in the jurisdiction of Maricopa County. A separate request to annex the site into the City of Avondale is currently in review. The proposed Major General Plan Amendment can be approved prior to annexation; however, annexation must be completed before the property may be rezoned. |
| PHYSICAL CHARACTERISTICS | Relatively flat property with frontage on 107th Avenue and Broadway Road. Several irrigation canals, including a regional SRP irrigation ditch, bisect the property. Above-ground utilities run along both street frontages. |
| EXISTING ZONING | The northernmost portion of the site, approximately 95 acres, is zoned Maricopa County Residential Unit Plan of Development (R1-6/RUPD), which allows for development of 6,000 square foot single-family residential lots within the County. The remainder of the site is zoned Maricopa County Rural-43 (RU-43), a district that allows for agricultural and large lot single-family residential uses. |
| EXISTING LAND USE | The property is actively farmed. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | From east to west:<br>• Multiple parcels, one to three acres in size, located within the City of Avondale, zoned R1-6 (Urban Residential). These parcels are mostly developed with single-family residences and related accessory structures.<br>• Multiple unincorporated parcels, two to three acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43). |
| EAST | From north to south:<br>• A 37.4-acre property, owned by the Flood Control District of Maricopa County (FCDMC), to be developed by the FCDMC as a large stormwater retention facility related to the future Durango Regional Conveyance Channel (DRCC). The property is located within the City of Phoenix and is zoned S-1 (Suburban Ranch or Farm Residence).<br>• Lions Gate, a 39.6-acre, 96-lot single-family residential community, located within the City of Phoenix, zoned R1-10 (Single-Family Residence).<br>• An undeveloped 33.9-acre parcel located within the City of Phoenix, zoned PCD (Planned Community District). Development plans for this property are not known. |
| SOUTH | Verde Trails I and II, a planned 248-acre, 891-lot single-family residential |

| | |
|---|---|
| | subdivision located within the City of Avondale, zoned PAD (Planned Area Development). Permits for the development are approved but construction has not yet commenced. |
| WEST | From north to south:<br><br>• Multiple unincorporated parcels, three to five acres in size, mostly developed with single-family residences and related accessory structures. These properties are zoned County RU-43 (Rural-43).<br><br>• A 113.7-acre property located within the jurisdiction of Maricopa County, currently in agricultural production. The property is zoned County R1-6/RUPD (Residential Unit Plan of Development), which allows for development of 6,000 square foot residential lots. |

| *GENERAL PLAN* |
|---|
| Multiple General Plan Land Use Categories are designated over the subject property, as follows (from most prevalent to least prevalent): 166 acres of Estate Low Density Residential (1 to 2.5 dwelling units per acre), 13 acres of Medium Density Residential (2.5 to 4 dwelling units per acre), 9 acres of Local Commercial, and 3 acres of High Density Residential (12+ dwelling units per acre).<br><br>The proposed Major General Plan Amendment, if approved, will apply the Medium Density Residential category to 181 acres and the Local Commercial designation to 10 acres, eliminating both the Estate Low Density Residential and High Density Residential land uses from the property. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Littleton Elementary School District; Tolleson Union High School District |
| ELEMENTARY SCHOOL | Student's choice (No defined school). The closest district school is Quentin Elementary, located at the northwest corner of Whyman Avenue and 110th Drive within the Sanctuary community. |
| HIGH SCHOOL | La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard. |

| *STREETS* | |
|---|---|
| **Broadway Road** | |
| Classification | Minor Arterial |
| Existing half-street ROW | 40 feet |
| Standard half-street ROW | 50 feet |
| Existing half-street improvements | 1 travel lane |
| Standard half-street improvements | 2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping. |

| **107th Avenue** | |
|---|---|
| Classification | Maricopa County Arterial |
| Existing half-street ROW | 33 feet |
| Standard half-street ROW | 65 feet |
| Existing half-street improvements | 1 travel lane and ½ center turn lane |
| Standard half-street improvements | 2 travel lanes, ½ center turn lane, bike lane, curb and gutter, detached sidewalks, and landscaping. |

| *UTILITIES* |
|---|
| Future development on the site will receive City water service through an existing 8" water line in Miami Avenue and a proposed 16" water line in 107th Avenue, to be partially constructed by the developer of Verde Trails.<br><br>Sewer service will be provided through a proposed 12" sewer line in Broadway Road, to be constructed by the developer of Verde Trails. An additional connection to the existing 36" sewer trunk main in Avondale Boulevard may be required for parcels north of the bisecting power line corridor.<br><br>The developer will be responsible for tiling (undergrounding) the existing north/south SRP irrigation canal in the 111th Avenue alignment and the existing east/west SRP irrigation canal in the Illini Street alignment. Additionally, the developer will underground all above-ground power lines less than 69 kV. |

# Exhibit E

## Major General Plan Amendment Narrative

Entrada

# ENTRADA

**Northwest of Broadway Road & 107th Avenue**

## Major General Plan Amendment Narrative
## Avondale, AZ

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

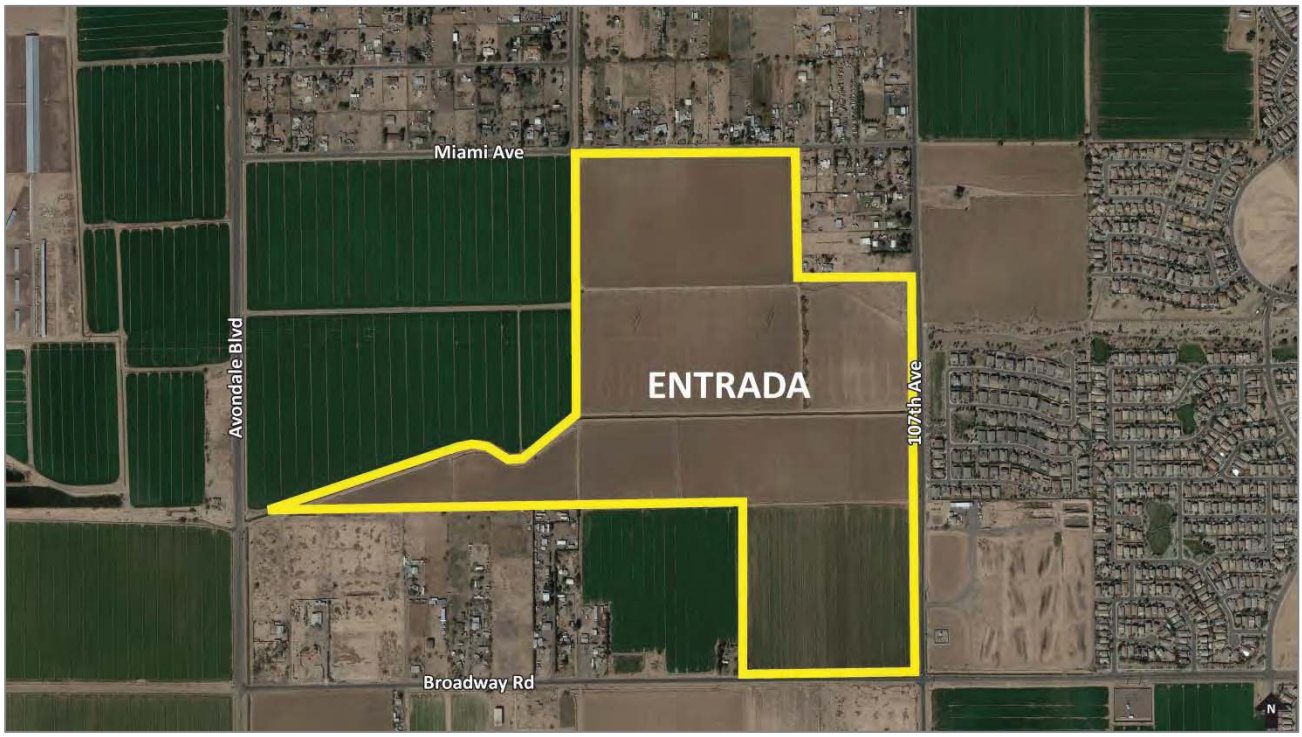
**1st Submittal**
**February 28, 2019**

**2nd Submittal**
**April 11, 2019**
**Avondale Case# PL-19-0054**

# Entrada

## MAJOR GENERAL PLAN AMENDMENT
## PROJECT NARRATIVE

A major amendment to the General Plan land use designation for approximately 169 acres (of a 191-acre site) located northwest of 107th Avenue and Broadway Road.




HILGARTWILSON Project Number: 1934.03
City of Avondale Application: PL-19-0054

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

# PROJECT TEAM

| | |
|---|---|
| Developer | Lennar Arizona, Inc.<br>Todd Skoro<br>1665 W Alameda Drive<br>Suite 130<br>Tempe, Arizona 85282 |
| Property Owner | Avondale Entrada, LLC<br>Ed Grant IV<br>17800 N. Perimeter Drive<br>Suite 210<br>Scottsdale, AZ 85255 |
| Applicant / Planning and Civil Engineering | HILGARTWILSON, LLC<br>Toni Bonar, AICP<br>Zach Hilgart, PE<br>2141 East Highland Avenue<br>Suite 250<br>Phoenix, Arizona 85016 |
| Legal Counsel | Bergin, Frakes, Smalley & Oberholtzer<br>Carolyn Oberholtzer, Esq.<br>4343 E Camelback Road<br>Suite 210<br>Phoenix, Arizona 85018 |

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## 1.0 Project Summary

Entrada (Project) is a 191-acre Project that is generally located northwest of Broadway Road and 107th Avenue and south of Miami Avenue. Refer to **Figure 1, Regional Context Map** for Project location. The property is located within City of Avondale's Planning Area and unincorporated Maricopa County. Annexation into the City of Avondale is anticipated following approval of the major General Plan Amendment (GPA). The Project's eastern boundary, 107th Avenue, is the municipal boundary between the City of Avondale (west) and the City of Phoenix (east). The property is zoned Maricopa County Rural-43 (RU-43) and R1-6 RUPD and is currently being used for agricultural purposes.

A complex network of physical encumbrances need to be overcome for development on this site to ultimately occur. There are major overhead powerlines that traverse along the northern third of the property, the Buckeye Feeder regional irrigation canal runs east to west and effectively bisects the site in half, and the future Durango Regional Conveyance Channel (DRCC) is slated to parallel the existing irrigation channel. In addition, there is a substantial floodplain south of the proposed DRCC that will need to be mitigated. The flood hazard zones on both sides of the DRCC are attributable to the same source of flooding that will ultimately be managed and mitigated by the construction of the DRCC. With the DRCC's westward extension through the project, these flows will be contained within the channel and the historical floodplain on both sides of the Canal will be mitigated. The ultimate width of the DRCC will be sufficient to accommodate/construct a channel corridor capable of conveying the required 100-year peak flow. Finally, the sheer configuration of the elongated triangular shaped western parcel, with no frontage onto Avondale Boulevard, limits the accessibility and viability of a residential parcel. Refer to **Figure 2, Existing Constraints – Cost Estimate** for Project constraints locations and estimated development costs to address the multiple site encumbrances.

However, the Entrada site is in an area of Avondale primed for development and in the path of growth. The entire Southern Avondale area will become easily accessible by the SR30 freeway, with a planned alignment one-half mile south of the Entrada community and an anticipated construction of an interim condition by 2022. Coupled with the future SR30, the City has recently adopted the Tres Rios Opportunity Zone. This Zone will spur economic development and increase investment and growth covering approximately 7 square miles just west of the Project.

There are several large scale communities that will take advantage of the accessibility to a freeway that have recently received GPA and entitlement approval through the City of Avondale. The communities of Verde Trails and Alamar are helping to shape the changing vernacular in the area from a rural farming and agricultural development pattern to one with more suburban residential density master planned communities and subdivisions.

Applicant is requesting a Major General Plan Amendment on approximately 169 acres of the 191-acre Property. Approximately 165 acres of Estate/Low Density (ELDR) and 3 acres of High Density (HDR) are being amended to Medium Density (MDR) and 1 acre of ELDR is being amended to Local Commercial. The 13 acres of existing MDR and 9 acres of Local Commercial are not being amended. Refer to **Table 1, Area of Amendment** for specific areas being amended.

TABLE 1: ZONING COMPARISONS

| LAND USE DESIGNATION | CURRENT (Acres) | PROPOSED (Acres) |
|---|---|---|
| HDR | 3 | 0 |
| MDR | 13 | 181 |
| ELDR | 166 | 0 |
| LOCAL COMMERCIAL | 9 | 10 |
| **TOTAL PROJECT** | **191** | **191** |

This amendment will moderately increase the existing combined HDR, MDR, and ELDR density range from 1.2 – 3.1 du/ac to a density range of 2.5 - 4 du/ac; resulting in an increase of 0.9 du/ac at the higher end. The proposed amendment will permit a range of 452 to 728 single family dwelling units. This slight increase will better support the adjacent growth area (Avondale Boulevard Employment and Commercial Corridor), the Tres Rios Opportunity Zone, and the proximity to the future SR-30 freeway. Refer to **Figure 3, Existing General Plan Land Map** and **Figure 4, Proposed General Plan Land Map** for existing and proposed land uses for the Project and surrounding area.

## 2.0 Site and Surrounding Properties

Entrada is located within Maricopa County, although wholly resides in the City of Avondale Planning Area. The majority of the north areas of the site are currently zoned R1-6 RUPD per Maricopa County zoning case Z 99-3: Shadow Ridge. Shadow Ridge is approved for a mix of lot sizes including 45' x 110', 50' x 110', and 55' x 110', and a single-loaded street on the south side of Miami Avenue with a typical dimension of 80'x110'. The Entrada proposed lot sizes, as discussed below, will be equivalent to those permitted under the existing zoning. Much of the surrounding properties remain within unincorporated Maricopa County. The area east of the site, across 107th Avenue, is the City of Phoenix.

South of Entrada is a 310-acre master planned community known at Verde Trails. It is approximately located at the southwest corner of 107th Avenue and Broadway Road. The

project was originally approved in 2007 with lot sizes ranging from 4,500 to 10,000 square feet. In 2018, the underlying General Plan Land Use categories for approximately 49 acres were amended to remove a 9-acre Education parcel, 9-acre Open Space and Park parcel, and modify 31 acres from ELDR to MDR. Coupled with the land use amendment, the Verde Trails PAD was also amended to modify lot sizes to address today's current home buying market trends. Approximately 34 acres of Verde Trails is north of Broadway Road and directly adjacent to Entrada. Within this area of Verde Trails are two proposed lot sizes ranging from 5,175 to 6,900 square feet. Directly south of Broadway Road, lot sizes range from 5,175 to 6,000 square feet. The total overall density for Verde Trails is 3.25 du/ac.

Directly west of Entrada, across Avondale Boulevard, is a future 1,124-acre master planned community known as Alamar. The Alamar project site comprises many of the same physical encumbrances as does the Entrada site. This includes power line corridors traversing the site, effluent water line easements, the DRCC alignment, and a significant amount of floodplain. The community is planned for a mixture of lot sizes predominately ranging from 2,500 to 9,000 square feet with an anticipated residential density of 3.29 du/ac. Groundbreaking on Alamar occurred in April 2019.

East of Entrada, across 107th Avenue, is a 40-acre master planned community known as Lions Gate. Lot sizes start at 9,000 square feet. The density for Lions Gate is 2.42 du/ac. Immediately to the east of Lions Gate is the 89-acre Sunset Farms development. Lot sizes start at 5,750 square feet with a density of 3.76 du/ac.

The newer developments are generally developing in a residential density range of 2.42 du/ac to 3.76 du/ac. The requested MDR land use (2.5 to 4 du/ac, target of 2.5 du/ac) will permit Entrada to develop at the target of 2.5 du/ac and up to 4.0 du/ac through the incorporation of exceptional characteristics as indicated by the General Plan 2030. Per the General Plan, those characteristics may include such items as *"existing and planned adjacent developments; infrastructure to include streets and parks; neighborhood interaction and sustainability – its walkability, design, amenities, active and passive dedicated open space; and, the overall character of the areas proposed that includes energy efficient design and promotes a healthy and livable community*." As proposed, the density range of 2.5 to 4 du/ac will be similar to the surrounding newer developments both in the City of Avondale and Phoenix.

**Table 2, Surrounding Property Information** provides General Plan land use, zoning, and existing land uses on the surrounding properties. **Refer to Figure 3, Existing General Plan Land Map** and **Figure 5, Existing Zoning Map** for locations of existing General Plan land uses and zoning, respectively.

TABLE 2: SURROUNDING PROPERTY INFORMATION

| Directional Relationship to Project | General Plan Land Use | Zoning District | Existing Land Use |
|---|---|---|---|
| NORTH | Estate/Low Density Residential | R1-6<br>RU-43<br>(Maricopa County) | Fallow Agricultural<br>Large Lot Residential |
| EAST | Residential 2.5 du/acre<br>(City of Phoenix) | R1-6 (Avondale)<br>S-1 (Phx)<br>R1-10 PRD (Phx)<br>PCD (Phx) | Large Lot Residential<br>Agricultural<br>Lions Gate Community<br>Abandoned Dairy Farm |
| SOUTH | High Density Residential<br>Medium Density Residential<br>Local Commercial | PAD (Avondale) | Fallow Agricultural<br>Agricultural<br>Large Lot Residential |
| WEST | Estate/Low Density Residential<br>Medium Density Residential | R1-6 RUPD<br>RU-43<br>(Maricopa County) | Large Lot Residential<br>Fallow Agriculture |

## 3.0 Infrastructure

### Water

The City of Avondale will be the water service provider for the Project. Onsite water lines serving the Project will tie into offsite water lines in at least two locations to provide a looped system. West of the Project is an existing 16-inch water line that runs south along Avondale Boulevard; to the north is an 8-inch water line that runs along Miami Avenue; and to the east is a 12-inch water line that runs south along 107th Avenue to Jones Avenue. To assist in the development of Verde Trails, a future pressure reducing valve (PRV) station is planned along 107th Avenue on the eastern boundary of Entrada. The Entrada property is reserving land for this PRV station and supplemental access easements. Once constructed, the PRV station will be owned and maintained by the City of Avondale. A water master plan will be provided with the required preliminary plat process. Water infrastructure needed to serve each phase of development will be determined during the preliminary plat process.

### Wastewater

The City of Avondale will be the wastewater service provider for the Project. Onsite sewer mains serving the Project are anticipated to tie into an existing 30-inch sewer line west of the Project in Avondale Boulevard, a short distance north of Broadway Road. A wastewater master plan will be provided with the required preliminary plat process. Sewer infrastructure

needed to serve each phase of development will be determined during the preliminary plat process.

## 4.0 Conformance with City of Avondale Plans

The proposed GPA aligns with the GP2030 Goals and Policies listed below.

**Major and Minor General Plan Amendment Review and Analysis**

1) *Availability of current and future water supplies.*

   Water service will be provided by the City of Avondale. Onsite water lines serving the Project will tie into offsite water lines in at least two locations to provide a looped system. West of the Project is an existing 16-inch water line that runs south along Avondale Boulevard; to the north is an 8-inch water line that runs along Miami Avenue; and to the east is a 12-inch water line that runs south along 107th Avenue to Jones Avenue.

2) *Impact on and potential support of the City's transportation system.*

   Broadway Road and 107th Avenue will provide primary access to the Community. Per the 2017 City of Avondale Transportation Plan, Broadway Road is classified as a Minor Arterial with 100-feet of right-of-way (50-feet half width). 107th Avenue will be owned and maintained by Maricopa County although it will require a half—width dedication of 65-feet. In conjunction with development of Entrada, the half-street will be improved where adjacent to the Project. Miami Avenue will provide a single point of access to the community at the mid-section line and half street improvements will be completed at the time of adjacent phased development.

3) *Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways.*

   The Project is located in an area that has generally been used for agricultural uses, large lot residential, and subdivided master planned communities and not in hillside or an environmentally sensitive area. It is, however, located in a substantial floodplain that will be mitigated as part of the regional DRCC. The flood hazard zones on both sides of the DRCC are attributable to the same source of flooding that will ultimately be managed and mitigated by the construction of the DRCC. With the DRCC's westward extension through the project, these flows will be contained within the channel and the historical floodplain on both sides of the Canal will be mitigated. Developer will reserve the land necessary for construction of the DRCC.

4) *Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio, and (iii) multi-family housing ratio identified within this GP2030.*

The amount of jobs to population ratio is not being reduced. In fact, the request is to slightly increase the amount of Local Commercial. The 3-acre High Density parcel is being amended to Medium Density due to its non-efficient triangular configuration and adjacency to a MDR parcel. The majority of the HDR parcel (adjacent to and south of Entrada) remains intact as it is located on property with separate ownership. Minimal adjustments are being made to the job ratio and multi-family housing potential as identified in GP2030.

5) *Impact on City Services and facilities including, but not limited to, police, fire, water, and wastewater.*

The increase in population from this amendment will be minimal and will not have a negative impact on the city services. The water and sewer lines are available for the Project. Onsite water lines serving the Project will tie into off-site water lines in at least two locations to provide a looped system. Onsite sewer mains serving the Project are anticipated to tie into an existing 30-inch sewer line west of the Project in Avondale Boulevard, a short distance north of Broadway Road.

The nearest fire station is located approximately 2 miles north of the Project along Avondale Boulevard. The nearest police department is located 3 miles north of the Project along Avondale Boulevard. It is anticipated that a future public safety facility, including both fire and police, will be located within the Alamar master-planned community west of Avondale Boulevard less than one mile from Entrada. Revenue generated from the residents living within the Project will pay for the police and fire maintenance costs.

6) *Extent to which the goals of this GP 2030 are accomplished.*

The General Plan Amendment accomplishes many of the goals and policies of the General Plan. A summary of the more significant elements are outlined below.

## Land Use Element

**Goal 4:** Ensure all land use decisions meet the long-term social and economic goals of the community.

**Policies:**

A. Encourage annexations that benefit the quality of life for Avondale residents and are in the best interest of the City.

*The Project is within unincorporated Maricopa County, within the Avondale planning area immediately adjacent to one of the City's growth areas and the Avondale Boulevard Employment and Commercial Corridor. Water and sewer infrastructure is readily*

*available along the Project's boundaries in 107th Avenue and Broadway Road and along Avondale Boulevard. The Project anticipates annexation into the City of Avondale, which will provide a revenue source for water, sewer, police, and fire services.*

**Goal 6:** Promote regional land use planning and coordination with neighboring communities to develop and maintain sustainable land use patterns.

**Policies:**

A. Coordinate with external entities, surrounding jurisdictions, and state and federal agencies to address issues of regional concern.

D. Coordinate connectivity opportunities with neighboring communities when creating pedestrian and non-motorized trail systems.

*Developer will work with Maricopa County Flood Control by reserving land for the DRCC in an effort to mitigate a regional floodplain issue.*

*The powerline corridor, DRCC, and irrigation canal provide opportunities for regional connectivity, such as a trail system. The type and location of connectivity will be determined through the design process".*

## Economic Element

**Goal 3:** Enhance and market Avondale's business climate.

**Policies:**

*F. Encourage continued diversity and expansion of small business.*

*The Local Commercial land use will remain and slightly increase in size. This Local Commercial land use designation allows for smaller scale neighborhood serving businesses such as grocery stores, dry-cleaning, and restaurants. This land use will help promote the addition of smaller scale, potentially independently owned businesses.*

**Goal 8:** Invest in neighborhood infrastructure, public spaces, and amenities

**Policies:**

B. Assess and implement methods requiring new residential developments to incorporate specific amenities and designate a specific amount of space for common use by neighborhoods.

*The Entrada community will meet all City requirements for open space, including passive and active recreational amenities. The physical encumbrances, including the power line*

*corridor and channels, will be utilized and enhanced to the extent possible. It is envisioned that these areas will add value to the community and residents through the incorporation of pedestrian path and trail system.*

## Housing Element

**Goal 4:** Require excellence and innovation in residential design and construction

**Policies:**

A. Encourage builders to construct homes that use the latest energy conservation materials, methods, and techniques.

B. Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

*Lennar has partnered with Amazon to offer an integrated automation and voice control system as a standard feature in their NextGen product. This feature will provide Wi-Fi coverage in every room with no dead spots and control of lights, front door lock, and thermostat by talking to Amazon Alexa. This permits today's best smart and streaming products to operate at peak performances and future technologies as they come to market.*

*Significant changes to existing physical property characteristics such as the 230 Kv electrical power line corridor and associated easements ranging from 180 to 218 feet in width, realignment of the irrigation canal, and incorporation of the regional DRCC have been taken into consideration to create a unified, cohesive community. Trails and open spaces will be thoughtfully situated along what are currently considered significant property constraints and throughout the Community.*

## Energy Element

**Goal 1:** Integrate energy efficiency measures and renewable energy sources into all aspects of Avondale planning.

**Policies:**

C. Encourage "walkable" communities, vertical development where appropriate, transit, and efficient land use patterns to minimize fuel consumption and energy usage.

*The Project is adjacent to a growth area and the Avondale Boulevard Employment and Commercial Corridor as identified in GP2030. The Project provides residential adjacent to commercial and employment uses. A trail system will be utilizing the powerline, irrigation and DRCC easements to provide pedestrian connectivity throughout the Community.*

**Goal 5:** Integrate electric power line corridors, electric substations, and other energy infrastructure into future development.

**Policies:**

A. Work with developers and local utility providers to mitigate the off-site visual impacts on surrounding properties of electrical substations and well sites through decorative walls, opaque fencing, earthen berms, and dense landscaping.

B. Require that electric power line corridors and regional drainage channels be developed as active and passive open space amenities for the community allowing for non-motorized connections between neighborhoods.

*The 180- to 218-foot wide 230 Kv power line corridor will likely mirror the landscape theme provided in the development east of Entrada through the use of berms and landscaping within SRP guidelines*

*The powerline corridor, DRCC, and/or irrigation canal provide opportunities for regional connectivity, such a trail system. The exact location will be determined through the entitlement and design stage.*

## Open Space Element

**Goal 2:** Create linkages to parks, trails, rivers, and mountains.

**Policies:**

D. Utilize all High Voltage corridors (greater than 69Kv) for passive recreational use to connect to a greenway corridor system.

*The 180- to 218-foot wide 230 Kv power line corridor will incorporate landscape design features, and potential recreational opportunities, in accordance with SRP guidelines.*

## Bicycling Element

**Goal 3:** Increase recreational opportunities for bicyclists throughout Avondale.

**Policies:**

A. Take advantage of electrical powerline corridors, canals, regional drainage channels, and rivers to develop and enhance a regionally connected multi-modal recreation trail system.

*The powerline corridor, DRCC, and irrigation canal provide opportunities for regional connectivity, such as a multi-model trail system. The exact location will be determined through the entitlement and design process.*

### Facilities Element

**Goal 3:** Protect the community from flooding and plan for long-term, effective, and efficient stormwater services.

**Policies:**

D. Participate, to the extent feasible, in regional flood control planning and improvement projects.

*Developer will work with Maricopa County Flood Control by reserving land for the DRCC in an effort to mitigate a regional floodplain issue.*

## 5.0 General Plan Findings

The following findings provide support and justification for a Major Amendment to the Avondale General Plan 2030 (GP2030).

1. **The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use and/or change proposed in the amendment.**

   *Avondale currently has an abundance of ELDR acreage throughout the City (1,866 acres north of the Estrella Mountains, and over 30,000 + acres when combined with the area south of the Estrella's). Following the General Plan Amendment, modifying 166 acres from ELDR to MDR and 3 acres of HDR to MDR, the amount of ELDR acreage will only be reduced by approximately 8.9% (1,866 acres to 1,720), within areas north of the Estrella Mountains. This amount still provides ample area throughout the City for low density residential development. Overall, throughout the entirety of Avondale, the ELDR acreage will only be reduced by approximately 0.5% (from 30,297 acres to 30,131 acres), including areas south of the Estrella Mountains.*

   *The City's General Plan Land Use Map inadequately provides appropriate land use designations for the Site, given the changing homebuyer demographics, urbanization of the surrounding area, recent adoption of a nearby Opportunity Zone (which was not anticipated when the General Plan was drafted), and the current planned development in the immediate vicinity. This project site and surrounding area are rapidly urbanizing by providing infrastructure, a community park, public safety facilities, and investment zones that all support an increase in residential densities. The requested GPA will only reduce the available ELDR acreage by a few percent.*

*Overall, the City does offer locations elsewhere for MDR development. According to the Avondale GP "It will be imperative for our future residential developers to understand the City's needs when designing new residential communities." Current demographic numbers clearly show the need for a change in housing diversity. The supply for large lots and large homes does not match the demand of most potential homebuyers. In today's market, young potential homebuyers are seeking affordability and do not require the same square footage as previous generations. The current ELDR land use designation does not make sense for the site or the changing demographics of homebuyers. A portion of the site is designated as High Density Residential. This portion of the site abuts adjacent property designated as ELDR. The juxtaposition of these differing land uses creates significant land use incompatibility. A change to MDR will create a logical density/intensity transition between the ELDR and HDR land uses.*

*It should also be noted that homebuyers attitudes are changing the home building industry. Based on the articles listed below, homebuyers 37 years old and younger make up the largest generational group of homebuyers, at 34%. Sixty-five percent of this generational group are first-time homebuyers. Within this group, the median home size is 1,800 square feet. Average household occupancy continues to trend downward, while square footage of new homes continues to trend upward. Mandating large lots (typically accompanied by larger home sizes) immediately prices a large segment of potential homebuyers out of the market. The overwhelming majority of young, first-time buyers cannot afford to live in communities with a target density of 1 dwelling unit per acre.*

*Currently, homebuyers between 38 – 52 have the highest median income level. Builders continue to target this older segment of consumers due to their higher income and equity. However, this segment of buyers only makes up 24% of all potential homebuyers. Guiding future development to accommodate the older 24% of buyers rather than the younger 34% creates significant housing inadequacy.*

Home Buyer and Seller Generational Trends
https://www.nar.realtor/sites/default/files/documents/2018-home-buyers-and-sellers-generational-trends-03-14-2018.pdf

Disruptive Demographics: Housing Production & Demographic Reality
https://www.rclco.com/publication/disruptive-demographics-housing-productions-and-demographic-reality-moving-in-different-directions/

2. **The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners.**

*As discussed previously, this site is replete with physical encumbrances that will need to be addressed prior to any development occurring. As depicted in **Figure 2, Existing Constraints**, significant financial expenditures are required to prepare this*

*site for ultimate construction which are not typical for other surrounding development, except for Alamar. The ability to off-set the approximately $9,350,000 with large-lot residential is not financially feasible and would restrict any future development of this site.*

*Amending the existing General Plan land use benefits the City, its residents, and the regional area by beautifying the 230Kv power line corridor with landscaping per APS guideline; mitigating a regional floodplain issue by providing the area necessary for the Maricopa County Flood Control District to construct the DRCC; and realigning the irrigation canal to make the area more conducive for an interactive, cohesive community. The improvements planned with Entrada, coupled with the surrounding developments of Verde Trails to the south and Lion's Gate to the east, will enhance the overall marketability of Southern Avondale.*

3. **The amendment will not adversely impact the community as a whole and/or a portion of the community by:**

- Significantly altering the acceptable land use patterns;

  *The amended land use will provide a transition of land uses from the more intense uses identified in the Opportunity Zones, growth area, Avondale Boulevard Employment and Commercial Corridor, to the ELDR land uses.*

- Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change; or

  *Public infrastructure is nearby and readily available. The Project will take primary access from the existing 107th Avenue and Broadway Road. Portions of the roadway adjacent to the Project will be improved to City standards. Existing water lines are along Avondale Boulevard, Miami Avenue, and 107th Avenue. A 30-inch sewer lines is along Avondale Boulevard a short distance north of Broadway Road.*

- Adversely impacting the existing land uses.

  *The proposed MDR (2.5 to 4 du/ac) provides a transition from the HDR (12 to 30 du/ac) and Commercial land uses to the ELDR (up to 2.5 du/ac) land use, which currently is developed with large lot residential homes, and also provides a buffer to the City of Phoenix MDR community located east of the Project.*

  *Understanding the need to soften the transition to the large lot residential north of Miami Avenue, the development will incorporate several design measures geared towards providing a transition to the larger lots to the north. While it will be further defined in the PAD, all of the lots that back to Miami Road will be restricted to one-*

*story in height. In addition, access to Miami Avenue from Entrada will be provided at a single point at the mid-section alignment. This limits potential impacts or conflicts with those homes that front onto and take direct access to Miami Avenue. The community has also been designed that the primary themed entrance will be from 107th Avenue, with secondary access from Broadway Road and Miami Avenue. A traffic study is currently underway and will be submitted with the PAD application.*

4. **That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, codes, and ordinances.**

*The proposed amendment is consistent with the overall intent of the GP2030 as represented in the General Plan policies indicated below.*

**Land Use Element Goal 4, Policy A:** "Encourage annexations that benefit the quality of life for Avondale residents and are in the best interest of the City".

*The Project is within unincorporated Maricopa County, within the Avondale planning area immediately adjacent to one of the City's growth areas, Opportunity Zone, and the Avondale Boulevard Employment and Commercial Corridor. Water and sewer infrastructure is readily available along the Project's boundaries in 107th Avenue and Broadway Road and along Avondale Boulevard. Following the GPA approval, the Project anticipates annexation into the City of Avondale, which will provide a revenue source for water, sewer, police, and fire services.*

**Housing Element Goal 4, Policy B:** "Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout".

*Significant changes to existing physical property characteristics such as the 230 Kv electrical power line corridor and associated easements ranging from 180 to 218 feet in width, realignment of the irrigation canal, and incorporation of the regional DRCC have been taken into consideration to create a unified, cohesive community. Trails and open spaces will be thoughtfully situated along what are currently considered significant property constraints and throughout the Community.*

***Energy Element* Goal 5, Policy B:** "Require that electric power line corridors and regional drainage channels be developed as active and passive open space amenities for the community allowing for non-motorized connections between neighborhoods".

*The powerline corridor, DRCC, and irrigation canal provide opportunities for regional connectivity, such as a trail system. The type and location of connectivity will be determined through the design process.*

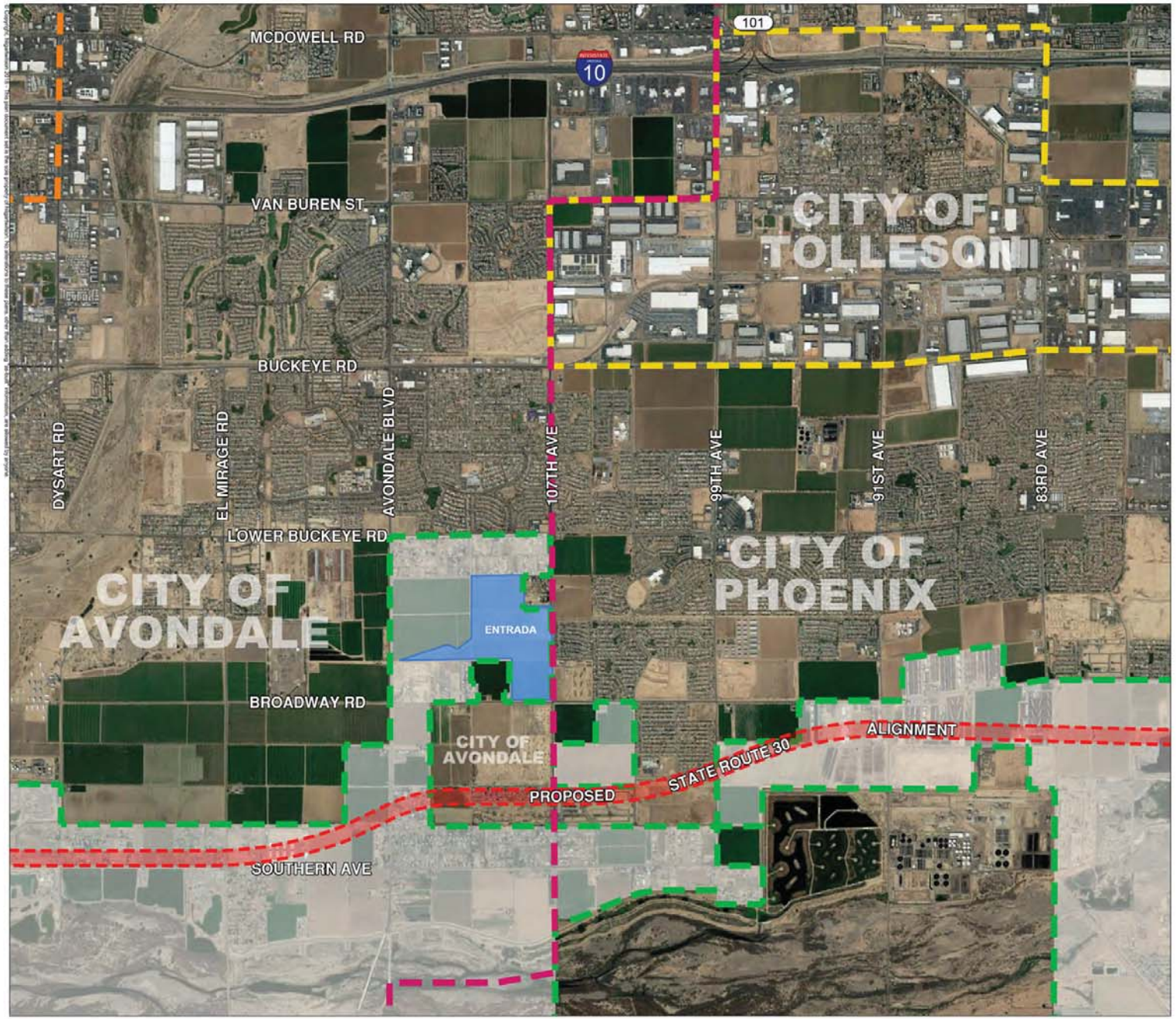
**Facilities Element Goal 3, Policy D**: "Participate, to the extent feasible, in regional flood control planning and improvement projects".

*Developer will work with Maricopa County Flood Control by reserving land for the DRCC, in an effort to mitigate a regional floodplain issue.*

## 6.0 Avondale Strategic Five Year Plan

The Avondale Strategic Five Year Plan (Plan) provides a comprehensive vision to create a community that is both family friendly and economically robust. With a young and vibrant population with a median age of only 29 years, providing housing options to meet the needs of this demographic is paramount to achieving the goals of the Plan. Focusing on the goals of fostering sustainable community development and encouraging and supporting creative innovations in development, the requested General Plan Amendment will allow for a new community in Southern Avondale to be responsive to the market trends and needs of the population. Entrada will provide residential opportunities for the small businesses and large corporations that look to locate within this area of the City. Ultimately supporting the economic development corridor planned for Avondale Blvd, along SR-30, and to support the continued expansion of ISM Raceway, capitalizing on the desire to grow the area in a destination for major sports and entertainment district. Overall, Entrada will be a highly desirable development that will provide varied housing options coupled with an intricate network of enhanced open space and neighborhood commercial that will ultimately create and promote a sense of community.

# FIGURES




# ENTRADA

AVONDALE, ARIZONA

## GENERAL PLAN AMENDMENT REGIONAL CONTEXT MAP

N

**FIGURE 1**

LEGEND

- City of Avondale Planning Area Boundary
- Maricopa County Boundary
- City of Goodyear Planning Area Boundary
- City of Tolleson Planning Area Boundary

HILGARTWILSON

HW Project Number: 1934
Project Manager: Rob Gubser, AICP
Designed By: A. Pangus
Drawn By: M. Villasenor

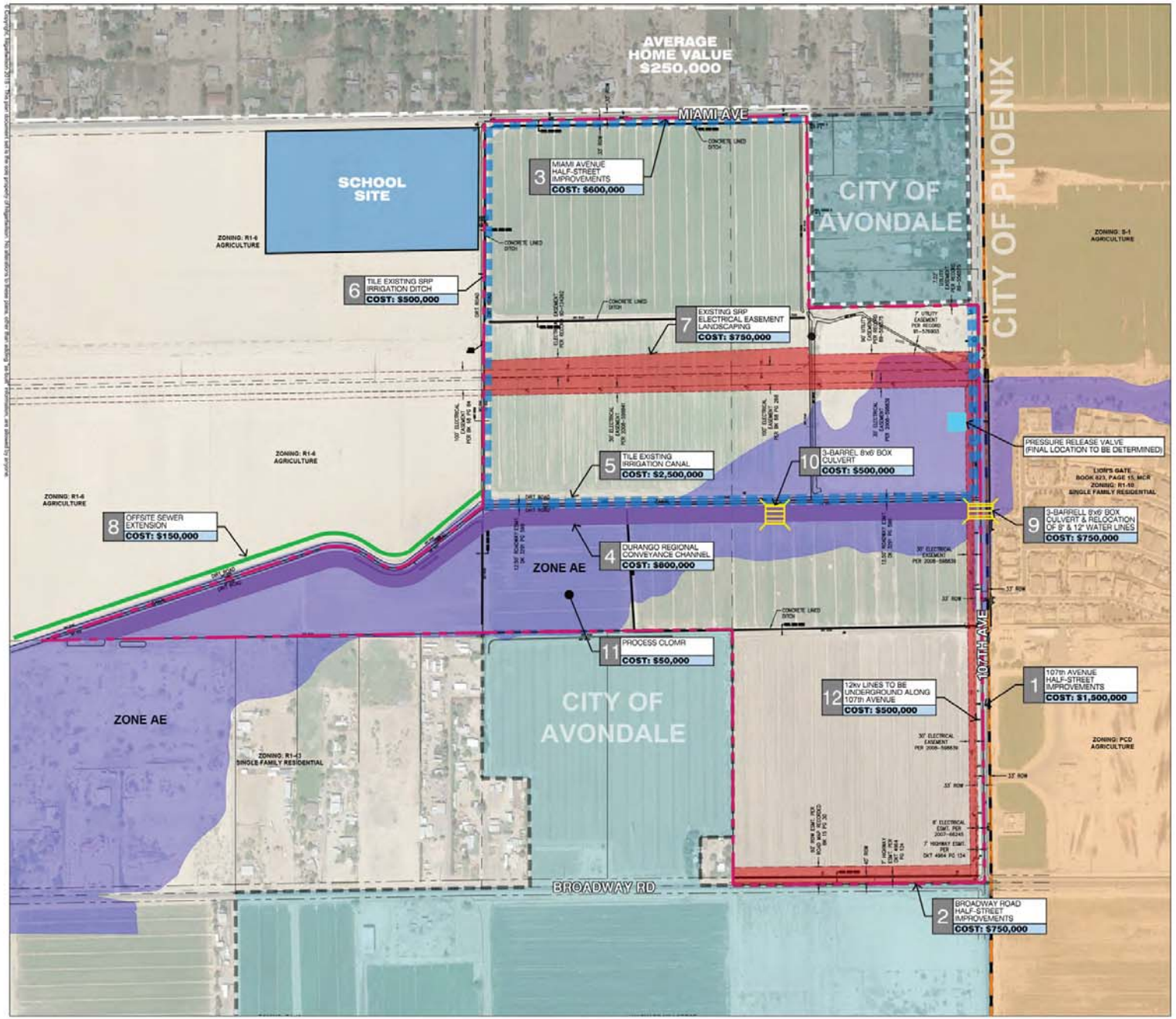
Revision Date:
April, 2019

# ENTRADA

AVONDALE, ARIZONA

GENERAL PLAN AMENDMENT

REGIONAL CONTEXT MAP




N

0 30' 60' 120'

SCALE: 1" = 60'

## FIGURE 2

### LEGEND

- ELECTRICAL EASEMENT AREA: 16.2 ac
- DURANGO DRAINAGE AREA: 9.0 ac
- EXISTING IRRIGATION CANAL AREA: 8.1 ac
- OFFSITE SEWER EXTENSION
- AVONDALE PLANNING AREA BOUNDARY LINE

### SUMMARY OF COSTS

| | | |
|---|---|---|
| 1. 107th AVE HALF-STREET IMPROVEMENTS | $ | 1,500,000 |
| 2. BROADWAY RD HALF-STREET IMPROVEMENTS | $ | 750,000 |
| 3. MIAMI AVE HALF-STREET IMPROVEMENTS | $ | 600,000 |
| 4. DURANGO REGIONAL CONVEYANCE CHANNEL | $ | 800,000 |
| 5. TILE EXISTING IRRIGATION CANAL | $ | 2,500,000 |
| 6. TILE IRRIGATION DITCH | $ | 500,000 |
| 7. APS ELECTRICAL EASEMENT - LANDSCAPING | $ | 750,000 |
| 8. OFFSITE SEWER EXTENSION | $ | 150,000 |
| 9. 107th AVE BOX CULVERT | $ | 750,000 |
| 10. COLLECTOR ST BOX CULVERT | $ | 500,000 |
| 11. PROCESS CLOMR | $ | 50,000 |
| 12. 107th AVE 12kv LINES RELOCATION | $ | 500,000 |
| TOTAL | $ | 9,350,000 |

SRP ELECTRICAL TOWER

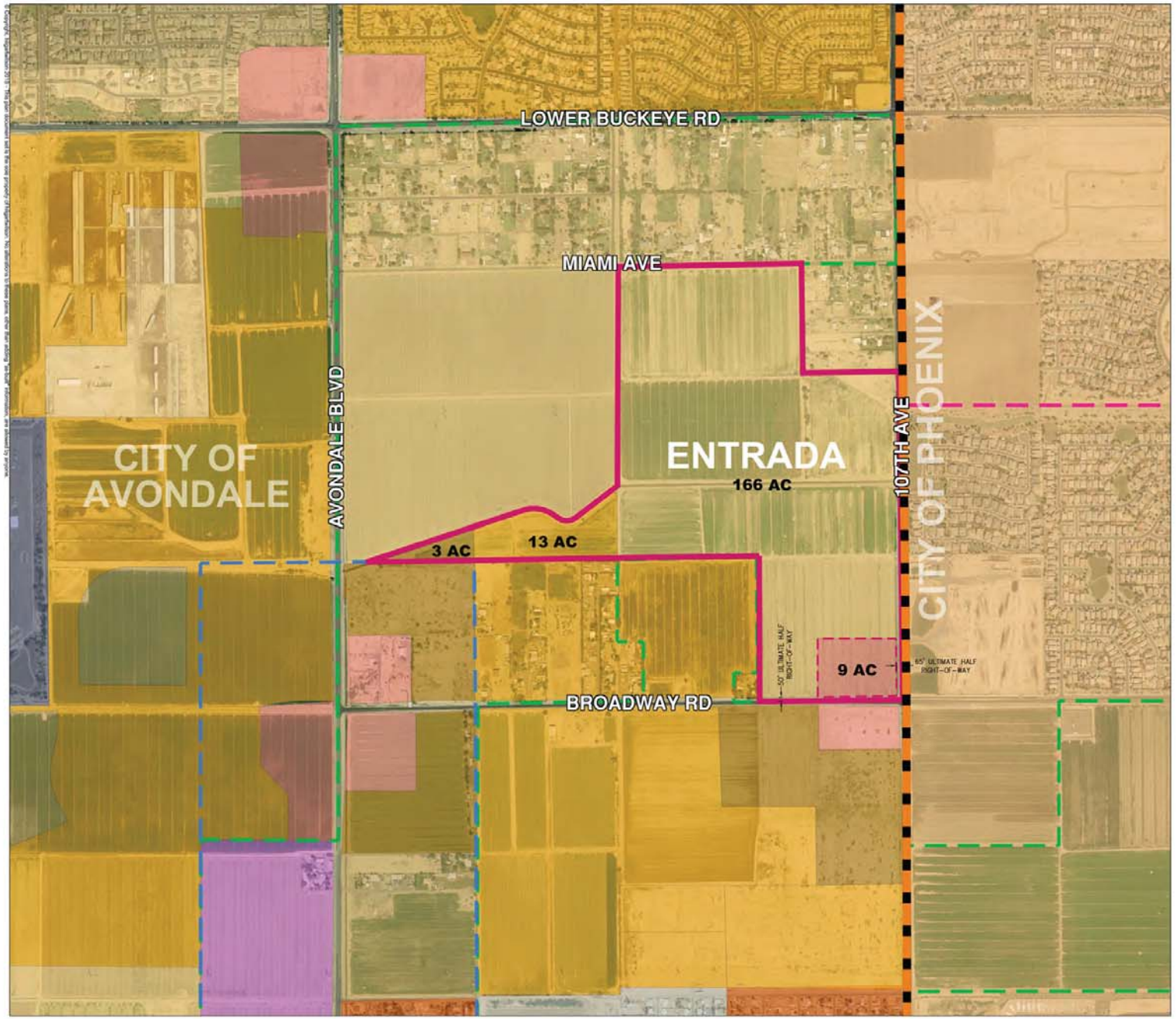
### NOTES

1. FLOOD CONTROL DISTRICT CULVERT LOCATION IS BASED ON PRELIMINARY CONSTRUCTION DOCUMENT FCD2010C033. FINAL LOCATION WILL NEED TO BE VERIFIED.
2. STREETS CLASSIFICATIONS AND ROWs PER CITY OF AVONDALE TRANSPORTATION PLAN UPDATE DATED NOVEMBER 2012.


HILGARTWILSON
ENGINEERS | PLANNERS | SURVEYORS | MANAGERS


HW Project Number: 1934
Project Manager: Rob Gubser, AICP
Designed By: A. Pangus
Drawn By: M. Villasenor

Revision Date:
April, 2019




# ENTRADA

AVONDALE, ARIZONA

## EXISTING GENERAL PLAN LAND USE MAP (PER AVONDALE GENERAL PLAN 2030)

N

0 200' 400' 800'

SCALE: 1" = 400'

**FIGURE 3**

### CITY OF AVONDALE GENERAL PLAN LAND USE LEGEND

- Planning Boundary
- Growth Area

LAND USE

- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Office/Professional
- Public/Civic
- Mixed Use

### CITY OF PHOENIX GENERAL PLAN LAND USE LEGEND

- Density Cap Limit
- Residential 2-3.5 du/ac

### CITY OF PHOENIX GENERAL PLAN LAND USE LEGEND

- Maricopa County Boundary

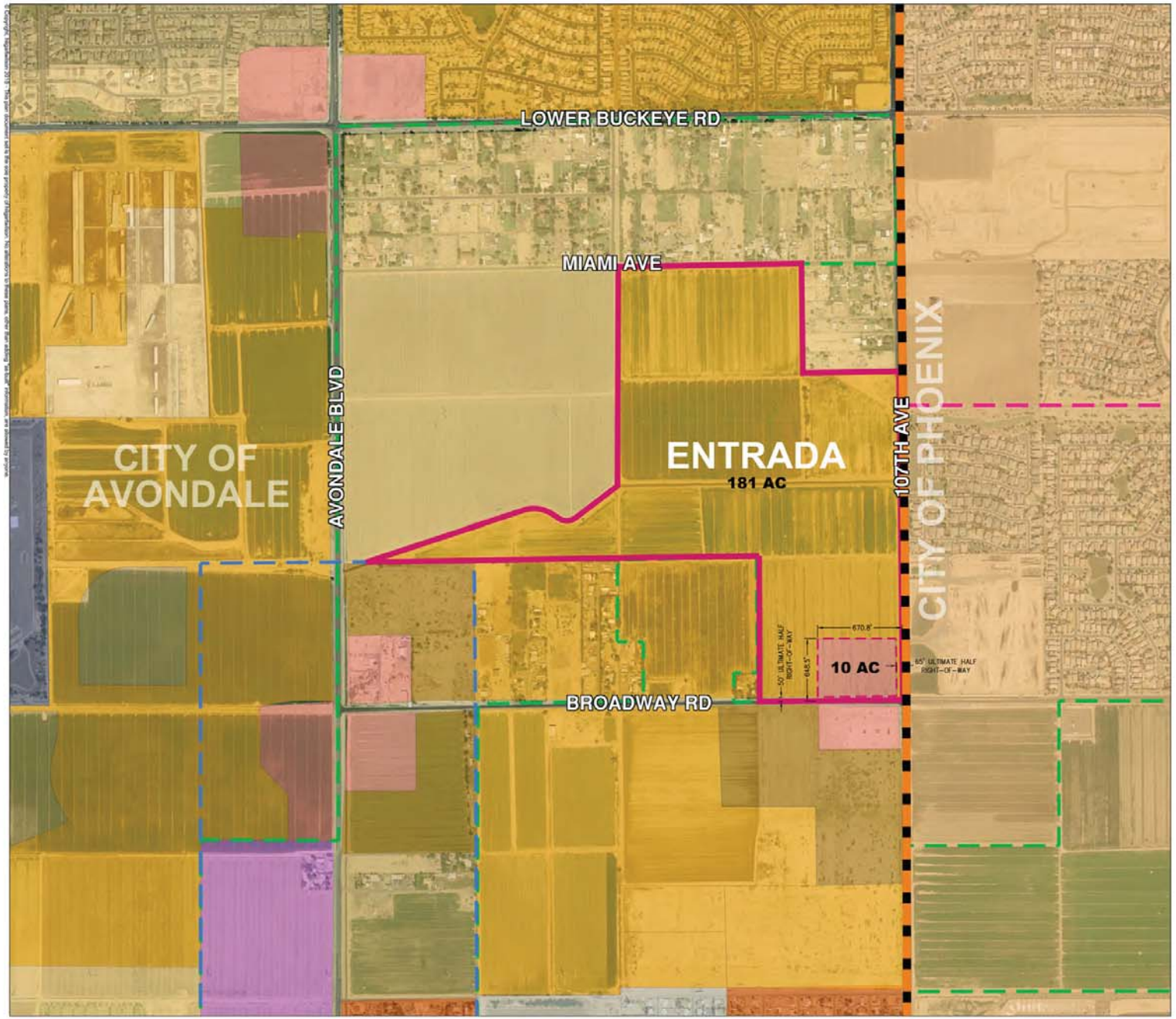
### ENTRADA LAND USE DESIGNATION

1. Medium Density Residential 2.5-4 du/ac
2. Local Commercial

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

HW Project Number: 1934
Project Manager: Rob Gubser, AICP
Designed By: A. Pangus
Drawn By: M. Villasenor

Revision Date:
April, 2019




# ENTRADA

AVONDALE, ARIZONA

## PROPOSED GENERAL PLAN LAND USE MAP (PER AVONDALE GENERAL PLAN 2030)

N

0 200' 400' 800'
SCALE: 1" = 400'

**FIGURE 4**

### CITY OF AVONDALE GENERAL PLAN LAND USE LEGEND

- Planning Boundary
- Growth Area

LAND USE

- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Office/Professional
- Public/Civic
- Mixed Use

### CITY OF PHOENIX GENERAL PLAN LAND USE LEGEND

- Density Cap Limit
- Residential 2-3.5 du/ac

### CITY OF PHOENIX GENERAL PLAN LAND USE LEGEND

- Maricopa County Boundary

### ENTRADA LAND USE DESIGNATION

1. Medium Density Residential 2.5-4 du/ac
2. Local Commercial

HILGARTWILSON
ENGINEER | PLAN | SURVEY | MANAGE

HW Project Number: 1934
Project Manager: Rob Gubser, AICP
Designed By: A. Pangus
Drawn By: M. Villasenor

Revision Date:
April, 2019

# Exhibit F

## Certificates of Adequate School Facilities

Littleton Elementary School District
Tolleson Union High School District

Avondale
Aspiring. Achieving. Accelerating.

# CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Entrada
Request: Land us change from Estate/Low Density & HDR to MDR
Current Density Allowed: 1.6 - 3.8 du/ac
Total number of residential units proposed: 625
Project Manager: Ken Galica
Acreage/Parcel Size: 191 AC
Density Proposed: 2.5 - 4 du/ac

As an authorized representative of the District, please complete the questionnaire below.

**Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?**

Yes ☐ No ☒

***If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.***

The District would anticipate 190-208 students from this project. 7.7 classrooms & books, equipment and added staff at $385,185/year plus $69,680 one-time expenses

***Is a school site within the proposed development needed?*** Yes ☐ No ☐
***If answered yes, how many acres is needed for the school site?*** _____

***Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement?*** ***Yes*** ☐ ***No*** ☒

***If answered yes, please explain below:***

_____
_____
_____

**If additional writing space is needed, please attach pages to this form**

Date Reviewed: 2/20/19
School District: Littleton ESD #65
District Superintendent: R. Freeman
Phone #: 623 478 5611
E-mail: rfreeman@littletonaz.org
Signatur[redacted]

*It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings*

Avondale
Aspiring. Achieving. Accelerating.

# CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Entrada
Request: Land us change from Estate/Low Density & HDR to MDR
Current Density Allowed: 1.6 - 3.8 du/ac
Total number of residential units proposed: 625
Project Manager: Ken Galica
Acreage/Parcel Size: 191 AC
Density Proposed: 2.5 - 4 du/ac

As an authorized representative of the District, please complete the questionnaire below.

**Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?**

Yes [X] No [ ]

***If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.***

_____

_____

_____

***Is a school site within the proposed development needed?*** Yes [ ] No [X]

***If answered yes, how many acres is needed for the school site?*** _____

***Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement?*** *Yes* [ ] *No* [X]

***If answered yes, please explain below:***

_____

_____

_____

**If additional writing space is needed, please attach pages to this form**

Date Reviewed: **March 27, 2019**
School District: ***Tolleson Union High School District #214***
District Superintendent: **Nora Gutierrez**
Phone #: **623-478-4000**
E-mail: **nora.gutierrez@tuhsd.org**

Signat[redacted]

*It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings*

# Exhibit G

## Neighborhood Meeting Minutes

Tuesday, October 22, 2019, 6:00 P.M.

Quentin Elementary School

# October 22, 2019, Neighborhood Meeting

## Summary for Entrada

PL-19-0054 & PL-19-0201

The neighborhood meeting for Entrada was held in the cafeteria of Quentin Elementary School, 11050 W Whyman Ave, Avondale, AZ 85323, at 6:00 p.m. on October 22, 2019. The Development Team arrived by 5:15 p.m. and the first attendees arrived at 5:57 p.m. A copy of the sign in sheets are attached as Appendix A.

Members of the Development Team present included:

Ed Grant – Property Owner

Toni Bonar - Hilgart Wilson

Carolyn Oberholtzer- Bergin, Frakes, Smalley & Oberholtzer

Lyle Begiebing- Bergin, Frakes, Smalley & Oberholtzer

Members of City of Avondale:

Ken Galica - Planner

The meeting began with two citizens arriving at 5:57pm. The development team walked them through the various presentation boards outlining the project and explained the major general plan amendment, annexation and zoning application. They also explained that the property is in Maricopa County and that the current zoning is a mixture of RU-43 and R1-6 RUPD. The team also explained the relationship of the General Plan amendment to the annexation and zoning processes and anticipated hearing schedule.

The following is a summary of questions and feedback given by the attendees. The development team's response to each question is provided after each question in **bold.**

A citizen inquired about the possibility of a grocery store on the commercial corner.

> **There is not a plan yet for the commercial corner but the site and zoning would permit grocery uses.**

A citizen asked whether the development would allow her to still ride horses on the power line corridor path in the area.

> **The development team explained how they took careful consideration to work with the various constraints around the property such as the Salt River Project's large power line corridor and the regional drainage channel managed by Maricopa County Flood Control. The team pointed out the regional context map and showed how the project would take the drainage and flood areas and combine them into one greenspace corridor running down the power lines. They explained that this corridor will feature a wide mixed-use path that is accessible for horses.**

Citizens asked how the project would fit with the future SR-30 freeway alignment to the south.

> **The development team pointed out an exhibit board with the likely freeway path highlighted on a map of the region and relationship to the property.**

Citizens asked where the entrances of the development would be placed.

> **The team pointed out the preliminary site plan and showed the access points on Miami Ave. and 107th Ave. They explained that the internal road network may still change but the access points will stay where they are.**

A citizen asked what will be improved on the east edge of the project adjacent to 107th Ave.

> **The development team explained that the entire half-street will be improved including curb, gutter, and sidewalks.**

A citizen that lives off of Miami and 107th asked if the zoning or rules would change for her property.

> **The development team confirmed the location of her residence as already within the City of Avondale and explained that no part of their applications impact other properties.**

The summary of the feedback received was support of the development concept and especially with the single-family master-plan. A resident expressed that she would not be supportive of multi-family in the project as a result, she was glad to see the General Plan High Density Residential category being revised to Medium Density.

In total, 3 people attended the meeting and the last attendee left at 6:55.

The meeting adjourned at 7:00 p.m.

# Neighborhood Meeting Sign-In Sheet

Hilgart Wilson
Entrada Major GPA (PL-19-0054), Rezone (PL-19-0201),
Northwest corner of Broadway Road and 107th Avenue

Neighborhood Meeting – Tuesday October 22 @ 6:00 PM
Quentin Elementary School - Cafeteria
11050 W Whyman Ave, Avondale, AZ 85323

| Name | Address | City & Zip Code | Phone/E-Mail |
|---|---|---|---|
| Greg [redacted] | [redacted] | Tolleson 85353 | [redacted] |
| Juanita [redacted] | [redacted] | Tolleson 85353 | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

**RESOLUTION NO. 3597-1219**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN REGARDING THE LAND-USE DESIGNATION OF APPROXIMATELY 191 ACRES LOCATED AT THE NORTHWEST CORNER OF 107TH AVE AND BROADWAY ROAD AS SHOWN IN APPLICATION PL-19-0054.

**WHEREAS**, the City of Avondale General Plan (the "General Plan") was adopted by the Mayor and Council of the City of Avondale (the "City Council") on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

**WHEREAS**, the City Council desires to amend the General Plan to change the land-use designation for approximately 191 acres of real property generally located at the northwest corner of 107th Ave and Broadway Road (known as "Entrada") by generally increasing the amount of "Medium Density Residential," and "Local Commercial" and eliminating the amount of "Estate/Low Density Residential," and "High Density Residential" as shown on Application PL-15-0054 (the "General Plan Amendment"); and

**WHEREAS**, the General Plan establishes the authority and procedures for amendments to the General Plan land-use designations; and

**WHEREAS**, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the "City") has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

**WHEREAS**, all due and proper notice of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the "Commission") and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

**WHEREAS**, pursuant to the General Plan, the Commission held (i) the first public hearing on the proposed General Plan Amendment in the City's Municipal Operations Service Center on October 17, 2019, and (ii) the second public hearing in the City Council Chambers on November 21, 2019 after which the Commission recommended approval; and

**WHEREAS**, pursuant to the General Plan, the City Council held a public hearing on the proposed General Plan Amendment in the City Council Chambers on December 9, 2019.

**NOW, THEREFORE, BE IT RESOLVED** BY THE COUNCIL OF THE CITY OF AVONDALE, as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 191 acres of real property generally located at the northwest corner of 107th Avenue and Broadway Road. as shown in Application PL-15-0054, as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference, by generally eliminating the amount of "Estate/Low Density Residential," and "High Density Residential," and increasing the amount of "Medium Density Residential," and "Local Commercial" as described in the Entrada Major General Plan Amendment Narrative Report dated April 11, 2019.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

**PASSED AND ADOPTED** by the Council of the City of Avondale, December 9, 2019.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Michael Wawro, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3597-1219

[General Plan Amendment Legal Description and Map]

See following pages.

**ENTRADA**
**P.A.D. BOUNDARY**
**LEGAL DESCRIPTION**

A portion of land being situated within Section 19, Township 1 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

**COMMENCING** at a found 4 inch Maricopa County Engineering Department brass cap in hand hole accepted as the Southeast corner of said Section 19, from which a found 3 inch Maricopa County Department of Transportation brass cap flush accepted as the East quarter corner thereof bears North 00°37'32" West, 2653.70 feet;

Thence South 89°26'07" West, 65.00 feet along the south line of the Southeast quarter of said Section 19 to the **POINT OF BEGINNING;**

Thence continuing along said south line, South 89°26'07" West, 1234.76 feet to the southeast corner of the Southwest quarter of said Southeast quarter;

Thence North 00°12'18" West, 1322.76 feet along the east line of said Southwest quarter of the Southeast quarter;

Thence South 89°15'08" West, 1290.05 feet along the north line of said Southwest quarter of the Southeast quarter;

Thence South 88°59'57" West, 2280.03 feet along the south line of the north half of the Southwest quarter of said Section 19;

Thence leaving said south line, North 71°45'37" East, 1504.99 feet to the beginning of a tangent curve, concave southerly, having a radius of 300.00 feet;

Thence easterly along said curve, through a central angle of 51°03'16", an arc length of 267.32 feet to a non-tangent line;

Thence South 57°11'08" East, 82.73 feet to the beginning of a tangent curve, concave northerly, having a radius of 125.00 feet;

Thence easterly along said curve, through a central angle of 70°10'33", an arc length of 153.10 feet to a non-tangent line;

Thence North 52°38'23" East, 482.10 feet;

Thence North 00°13'06" East, 1959.67 feet along the north-south mid-section line of said Section 19;

Thence leaving said mid-section line, North 88°59'45" East, 1664.78 feet along a line that is parallel with and 33.00 feet south of the north line of the south half of the Northeast quarter of said Section 19;

Thence leaving said parallel line, South 00°41'57" East, 964.81 feet;

Thence North 88°52'30" East, 810.25 feet;

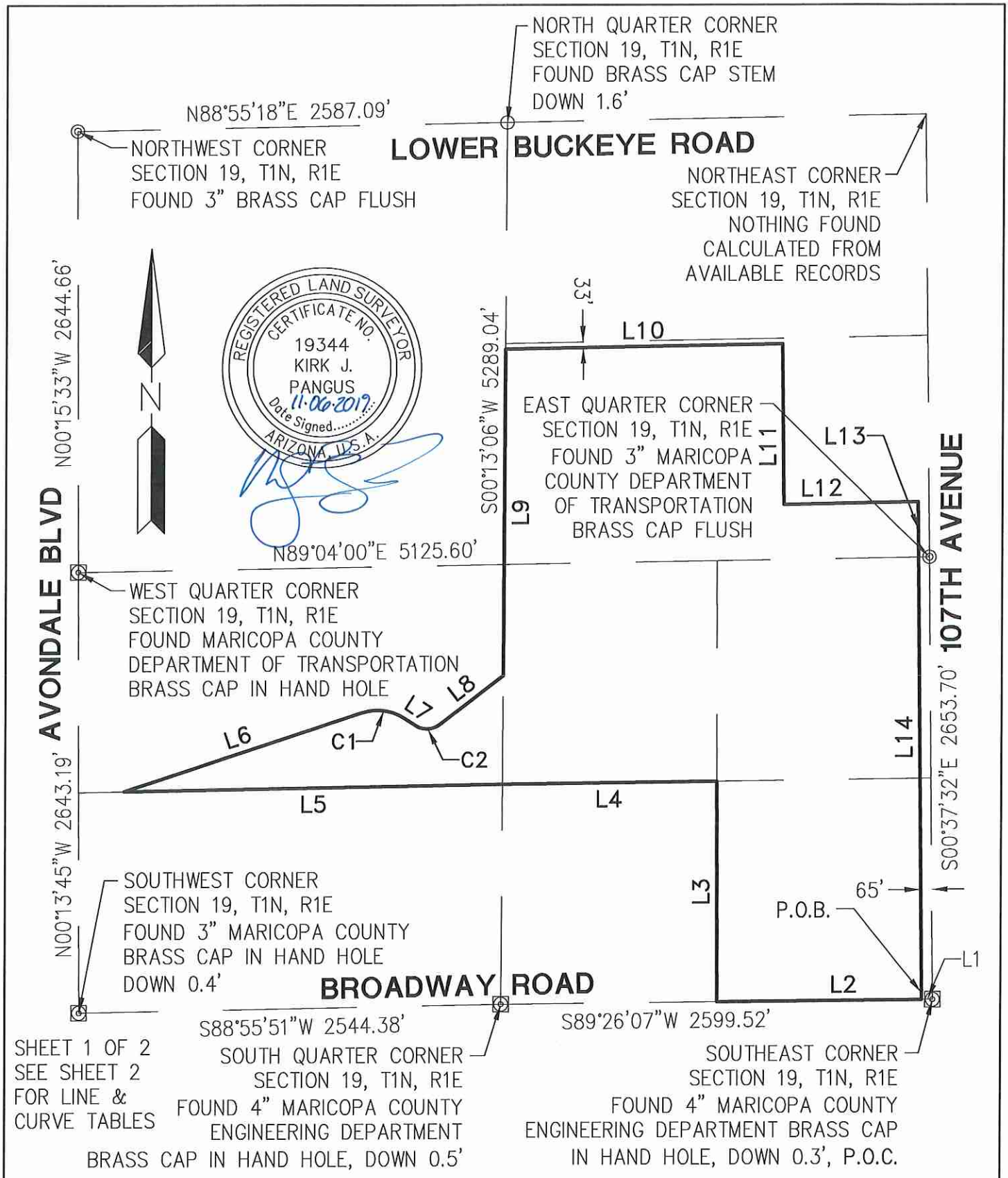
Thence South 00°41'57" East, 332.19 feet along a line that is parallel with and 65.00 feet west of the east line of said Northeast quarter;

Thence South 00°37'32" East, 2653.59 feet along a line that is parallel with and 65.00 feet west of the east line of the Southeast quarter of said Section 19 to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 8,082,567 sq. ft. (185.5502 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1934
Date: November 2019




| | |
|---|---|
| PROJ.NO.: | 1934 |
| DATE: | NOV. 2019 |
| SCALE: | N.T.S. |
| DRAWN BY: | JDL |
| CHECKED BY: | KJP |

# ENTRADA

P.A.D. BOUNDARY
MARICOPA COUNTY, ARIZONA

# EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2019, HILGARTWILSON, LLC

U:\1900\1934\SURVEY\DOCS\LEGAL\1934 P.A.D. EXHIBIT.dwg 11/6/2019 9:26 AM

| LINE TABLE | | |
|---|---|---|
| LINE NO. | DIRECTION | LENGTH |
| L1 | S89°26'07"W | 65.00' |
| L2 | S89°26'07"W | 1234.76' |
| L3 | N00°12'18"W | 1322.76' |
| L4 | S89°15'08"W | 1290.05' |
| L5 | S88°59'57"W | 2280.03' |
| L6 | N71°45'37"E | 1504.99' |
| L7 | S57°11'08"E | 82.73' |
| L8 | N52°38'23"E | 482.10' |
| L9 | N00°13'06"E | 1959.67' |
| L10 | N88°59'45"E | 1664.78' |
| L11 | S00°41'57"E | 964.81' |
| L12 | N88°52'30"E | 810.25' |
| L13 | S00°41'57"E | 332.19' |
| L14 | S00°37'32"E | 2653.59' |

| CURVE TABLE | | | |
|---|---|---|---|
| CURVE NO. | RADIUS | DELTA | LENGTH |
| C1 | 300.00' | 51°03'16" | 267.32' |
| C2 | 125.00' | 70°10'33" | 153.10' |

SHEET 2 OF 2

| | |
|---|---|
| PROJ.NO.: | 1934 |
| DATE: | NOV. 2019 |
| SCALE: | NONE |
| DRAWN BY: | JDL |
| CHECKED BY: | KJP |

ENTRADA
P.A.D. BOUNDARY
MARICOPA COUNTY, ARIZONA
EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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Item Number: 4.f.

# CITY COUNCIL REPORT

**SUBJECT:** Preliminary Plat for Parkside – Application PL-19-0197

**MEETING DATE:** 12/9/2019

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will consider a request by Mr. Troy Wahlberg, William Lyon Homes, for approval of a Preliminary Plat for Parkside (formerly Parkside Village), a proposed 662-lot single family subdivision on approximately 128.5 acres located one-quarter mile west of the southwest corner of 99th Avenue and Indian School Road. The Council will take appropriate action.

**BACKGROUND:**

The 128.5 net acre subject property (Exhibits A and B) is located at the southwest corner of Indian School Road and 99th Avenue. The site, which is undeveloped and is presently being farmed, was annexed in two segments, on May 26, 1981 and October 21, 1989.

The property was rezoned from Agricultural (AG) to Entorno Planned Area Development (PAD) on October 1, 2007. When the Entorno project did not develop, the property was rezoned from Entorno PAD to Parkside Village PAD on June 16, 2014. Most recently, a Major Amendment to the Parkside Village PAD was approved by City Council on August 26, 2019. The approved Parkside Village PAD, as amended, allows for development of a master planned community consisting of 415 traditional single-family lots with areas ranging from 4,500 square feet (45'x100') to 6,600 square feet (55'x120'). In addition, the approved PAD allows for 247 rear-loaded "villas", a compact single-family detached home where garages will be accessed from common driveways and fronts of homes will face onto common open space corridors. In total, the approved Parkside Village PAD allows for the development of 662 single-family residences on approximately 131.7 gross acres (128.5 net acres) for a single-family density of 5.0 dwelling units per acre. In addition to the residential uses noted above, the approved PAD designates a 21.3-acre commercial mixed-use parcel at the southwest corner of Indian School Road and 99th Avenue and a 10.3-acre office parcel at the northwest corner of 99th Avenue and the Osborn Road alignment. The Mixed Use and Office portions of the PAD will be developed separately from the single-family residential portions and are not part of this Preliminary Plat application.

A Development Agreement between the City and the property owner was approved by City Council on June 16, 2014 and amended on August 26, 2019. The Agreement establishes phasing for development of Parkside Village, allowing for limited permitting and Certificate of Occupancy issuance before 99th Avenue or Indian School Road off-site improvements are completed.

The name of the future community was recently modified by the developer. Moving forward, the development will be called Parkside, with "Village" eliminated from the title.

The subject property features two General Plan land use designations, as follows (Exhibit C):

- The Medium/High Density Residential (MHDR) designation is applied to the majority of the western half of the site, extending further eastward near the southeast corner of the property. The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).

- The Mixed Use designation is applied to the majority of the eastern half of the site, extending further westward immediately adjacent to Indian School Road. The Mixed Use category allows for a mixture of residential and commercial uses reflective of a village concept where residents can live, work, and recreate within the same development or nearby.

- The property is also located within the boundary of the Freeway Corridor Specific Plan (FCSP) which guides physical design and character of the site's development.

Surrounding uses and zoning include:

**North of Indian School Road:** Multiple parcels located in City of Phoenix's jurisdiction that have developed with a mix of uses including a gas station with convenience store, a drive-through restaurant, medical offices, a single-family detached residential neighborhood, and a single-family attached condominium complex. In addition to the developed parcels, there is an 11.1-acre undeveloped parcel in the City of Phoenix zoned C-2 (Intermediate Commercial).

**East of 99th Avenue:** An undeveloped 133.8-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development (PUD) which allows for high-intensity office development on the site. The property is currently being farmed and a time frame for development is unknown.

**South:** A 148.5-acre property located in the City of Avondale and zoned C-2 (Community Commercial). The C-2 district allows for a range of commercial uses, including office, retail, restaurant, and personal services. The property is currently being farmed and a time frame for development is unknown.

**West:** Westwind, a 132-acre single-family residential community located within the City of Avondale, zoned Planned Area Development (PAD). The community is fully developed with 534 detached single-family residences built between 1997 and 2000 at a density of 4.0 units per acre.

**Southwest:** Glenarm Farms, a 150-acre large lot single-family residential subdivision located in the City of Avondale and zoned RR-18 (Rural Residential, minimum 18,000 S.F. lot area). The community is fully developed with 150 detached single-family residences, some featuring accessory structures for the keeping of horses and livestock, at a density of 1.0 unit per acre.

**SUMMARY OF REQUEST:**
William Lyon Homes, a homebuilder, is requesting approval of a Preliminary Plat (Exhibit E) for Parkside. In conformance with the Parkside Village PAD, as amended, the proposed Preliminary Plat (Exhibit F) divides the site into 662 single-family residential lots consisting of four distinct lot types, as follows:

- 148 traditional single-family lots with a minimum area of 4,500 square feet, featuring minimum widths of 45' and minimum depths of 100'

- 145 traditional single-family lots with a minimum area of 5,500 square feet, featuring minimum widths

of 50’ and minimum depths of 110’

- 122 traditional single-family lots with a minimum area of 6,600 square feet, featuring minimum widths of 55’ and minimum depths of 120’.

- 247 rear-loaded single-family “villa” lots with a minimum area of 3,087 square feet, featuring minimum widths of 49’ and minimum depths of 53’

Access to Parkside will be provided in four locations, as follows:

- Access from Indian School Road will be provided from a new street, Parkside Boulevard, located approximately one-quarter mile west of the 99th Avenue intersection. A traffic signal will be warranted at this future intersection.

- Access from 99th Avenue will be provided at Osborn Road, approximately one-half mile south of Indian School Road. Osborn Road will also provide future access to the 160-acre undeveloped property directly south of Parkside when that site develops. A traffic signal at this location is not currently warranted but may become warranted when property south or east of the site develops.

- A second point of access from 99th Avenue will be provided at Clarendon Avenue, approximately one-quarter mile south of Indian School Road. A traffic signal at this location is not currently warranted but may become warranted when property east of the site develops.

- Access from the Westwind community, west of Parkside, will be provided by extending Clarendon Avenue westward from its current terminus to the west.

The developer will be responsible for the construction of all water, sewer, and street infrastructure needed to serve the planned development. Phasing of these improvements is governed by the project’s Development Agreement, as amended.

A Landscape, Open Space, and Amenity Plan is also provided as part of the application (Exhibit G). The Parkside community will feature a total of 27.2 acres of open space, approximately 21 percent of the net site area, within 43 HOA owned and maintained common area tracts. The more significant park amenity areas include:

- **Tract BB:** A 6.3-acre tract to be developed as Parkside’s “Central Park”. This area will feature a large community pool with restroom and changing room facilities, an outdoor movie theater/amphitheater, basketball court, sand volleyball court, covered children’s playground equipment, a large turf area for open play, and multiple ramadas for community use. On-site parking is also provided for this major amenity area.

- **Tract C:** A 1.0-acre park located in the northwest quadrant of the community that will feature shaded children’s playground and free play equipment, turf area for open play, ramada with picnic tables, benches, raised planters, and sculptural seating.

- **Tract O:** A 2.6-acre park located along the western edge of the community that will feature a ramada with picnic tables, shaded children’s playground equipment, benches, trail fitness equipment, and a turf area for open play.

- **Tract Z:** A 2.1-acre park located in the southern half of the community that will feature a turf area for open play, shaded children’s playground equipment, cornhole court, sculptural seating, shade ramada

with picnic tables, benches, and a bocce ball court.

- **Tract R:** A 5.7-acre park located at the southwest corner of the site that will feature a turf area for open play, illuminated sand volleyball court, basketball court, benches, and a ramada with picnic tables. This tract also contains a trail that runs the length of Parkside's south boundary to 100th Avenue, ending at the future office parcel.

- Additionally, smaller tracts containing lighted trails connecting residents to the larger open spaces are provided throughout Parkside.

In addition to open space tracts, the Preliminary Plat establishes 42 tracts totaling 2.7 acres for shared private driveways within the Villas portion of the development.

Lastly, a Wall and Monumentation Plan is provided as part of this application (Exhibit H). The community's walls, monuments, and bus shelter share a common material palette featuring brick veneer, weathered steel accents, and two varieties of scored smooth face block. Decorative theme walls with repeating brick columns and living trellises will be provided along all streets and in all locations where walls are visible from publicly accessible areas. A combination of partial view walls and full view walls, where upper courses of block are replaced with wrought iron to allow for greater openness and visibility, are provided where walls abut open spaces within the community.

**PUBLIC PARTICIPATION:**
Preliminary Plats are not public hearing items; thus, no public notifications are required. However, as is the City's policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. No residents have contacted Staff regarding the proposed Preliminary Plat.

**CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:**
The property is in the service areas of the Pendergast Elementary School District (PESD) and the Tolleson Union High School District (TUHSD).

Elementary age students living in the future Parkside community will attend Pendergast Elementary School located approximately one mile west, in Phoenix, on 91st Avenue south of Indian School Road. High school aged students will attend Westview High School located south of the southwest corner of Indian School Road and 107th Avenue, approximately 1 mile west of the Parkside Village site.

Both PESD and TUHSD have provided the City with signed certificates stating that each district has adequate school facilities to accommodate the estimated enrollment of new students to be generated by the proposed Parkside Village development (Exhibit I).

**PLANNING COMMISSION ACTION:**
Planning Commission reviewed the proposal on November 21, 2019 and voted 5-0 to recommend approval of the proposed Preliminary Plat subject to four (4) Staff recommended conditions.

- Vice Chair Amos asked if this project previously included townhomes. Commissioners Iwanski and Thompson both indicated that it did formerly have townhomes.

- Commissioner Thompson inquired as to how the large irrigation canals on the property would be accomodated. Staff responded that the developer would be responsible for undergrounding the canals.

- Vice Chair Amos sought clarification on why some lots showed a building footprint while others did not. Staff responded that the lots shown with building footprints were the "Villas" lots, and that those

without were the traditional lots.

**ANALYSIS:**
The proposed Parkside Preliminary Plat, Landscape, Open Space and Amenity Plan, and Wall and Monumentation Plan, are in conformance with the Parkside Village PAD, as amended, as well as the City's Subdivision Ordinance, Zoning Ordinance, and Single-Family Residential Design Manual. The proposed 662-lot single family residential subdivision consisting of four lot types adheres to the requirements of the approved PAD and will result in development of a community consistent with the desired character for development in the General Plan's Medium/High Density land use category. Open space and amenities within the community exceed requirements and will offer future residents of all ages a wide range of recreational options within their own neighborhood. Monuments and walls display a modern character on a classic design palette that will help allow the Parkside community to establish a unique sense of place at a prominent gateway into the City.

Floor plans and elevations for single-family house products in the development will require City administrative approval. As with all new residential development, the City will expect any proposed housing product to meet all requirements of the City's Design Manual to reduce garage dominance and create visually interesting streetscapes.

**DISCUSSION:**

- The proposed Parkside Preliminary Plat, including the Landscape, Open Space, and Amenity Plan, and Wall and Monumentation Plan, are in conformance with the approved Parkside Village PAD, as amended.

- The proposed Parkside Preliminary Plat, including the Landscape, Open Space, and Amenity Plan, and Wall and Monumentation Plan, meet or exceed requirements within the City of Avondale Zoning Ordinance, Subdivision Regulations, and Single-Family Residential Design Manual.

- The proposal achieves City objectives related to provision of varied lot types that can accommodate new and unique housing products.

- Through provision of a community pool and a wide range of other amenities, the proposal achieves City objectives related to provision of open space, trails, and parks.

**STRATEGIC PLAN:**
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
No public hearing is required. The City Council will **APPROVE** Application PL-19-0197 Parkside, a request for Preliminary Plat approval for the proposed 662-lot Parkside community, subject to the following four (4)

conditions of approval:

1. Development of Parkside shall conform to the following documents, except as modified by these conditions of approval:

   a. Parkside Preliminary Plat Narrative, date stamped September 26, 2019

   b. Parkside Preliminary Plat, date stamped October 14, 2019

   c. Parkside Landscape, Open Space, and Amenity Plans, date stamped October 7, 2019

   d. Parkside Wall and Monumentation Plans, date stamped October 7, 2019

   e. Parkside Preliminary Civil Plans, date stamped October 14, 2019

   f. Parkside Open Space Lighting Plans and Cut Sheets, date stamped September 26, 2019

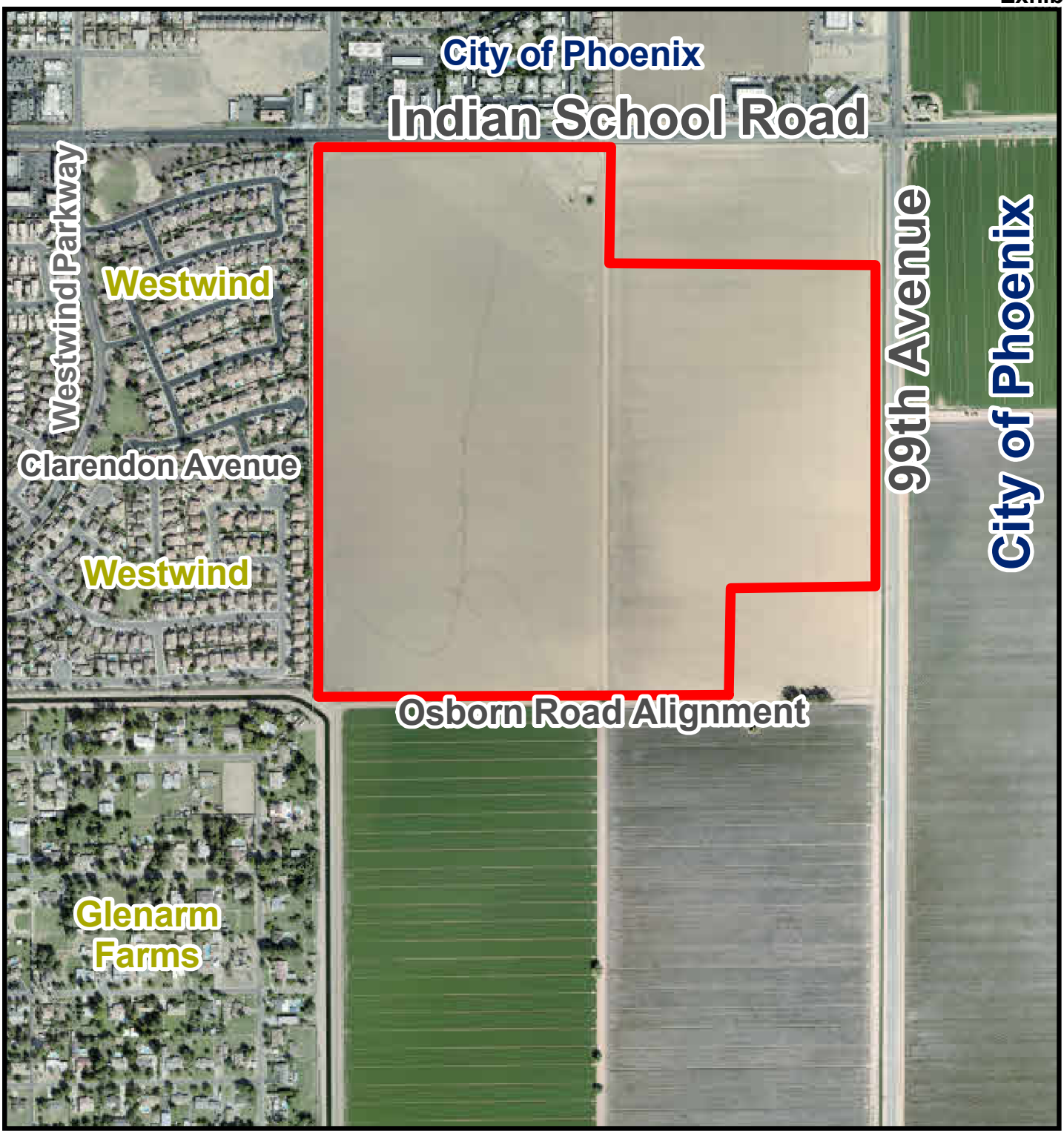
2. In accordance with the City of Avondale Subdivision Regulations, approval of the Preliminary Plat shall expire in two (2) years from the date of approval unless a Final Plat has been approved and recorded.

3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

4. To the extent allowed by law, all Type 1 and Irrigation Grandfathered Groundwater Rights shall be properly extinguished and the resulting Assured Water Supply credits pledged to the City of Avondale's account at the Arizona Department of Water Resources prior to recordation of the first Final Plat.

**PROPOSED MOTION:**
I move that City Council accept the findings and **APPROVE** Application PL-19-0197 Parkside, a Preliminary Plat for the proposed 662-lot Parkside community, subject to four (4) recommended conditions of approval as listed in the staff report.

Exhibit A

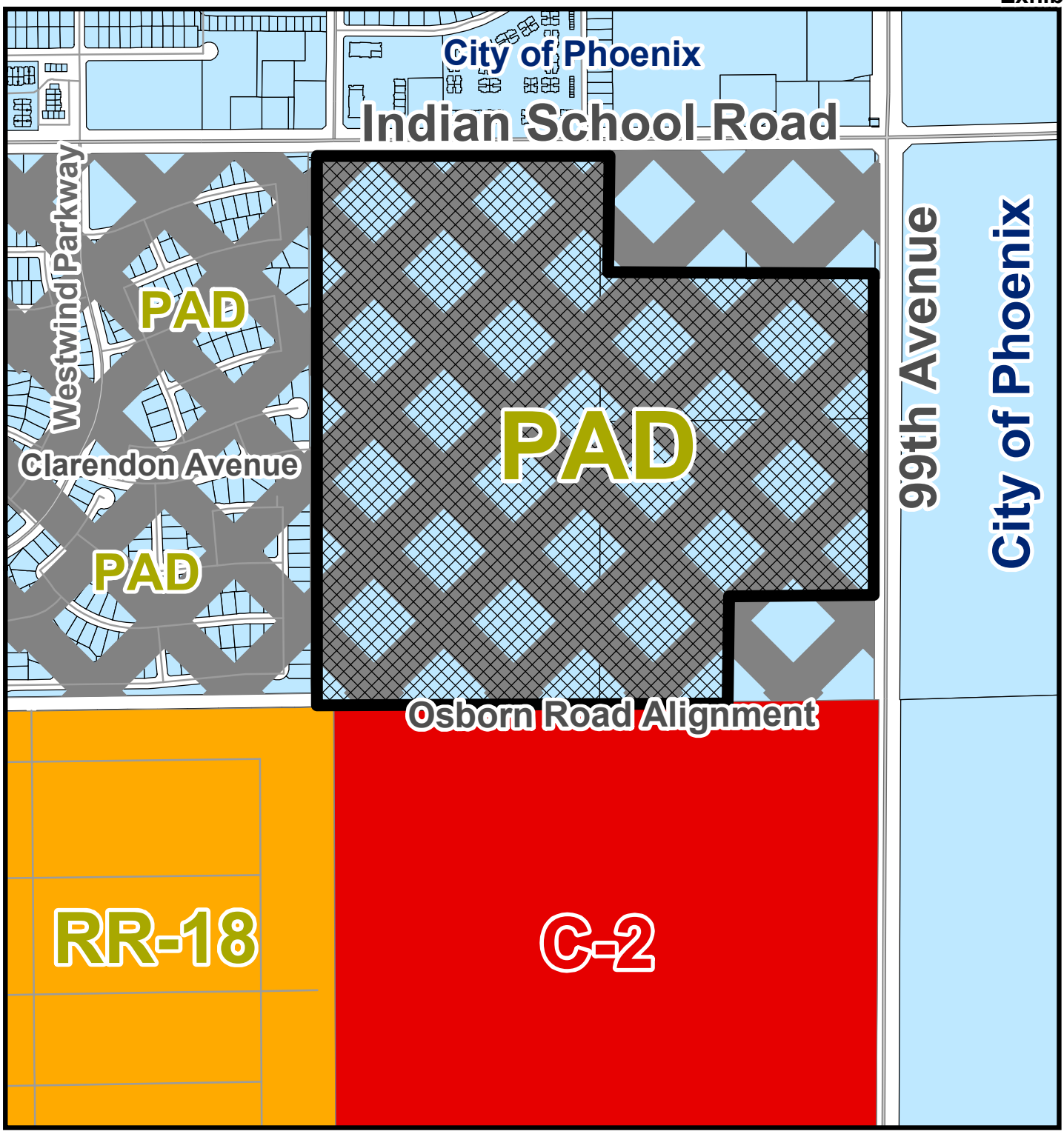



# Aerial Photograph

Avondale

Subject Property

Exhibit B

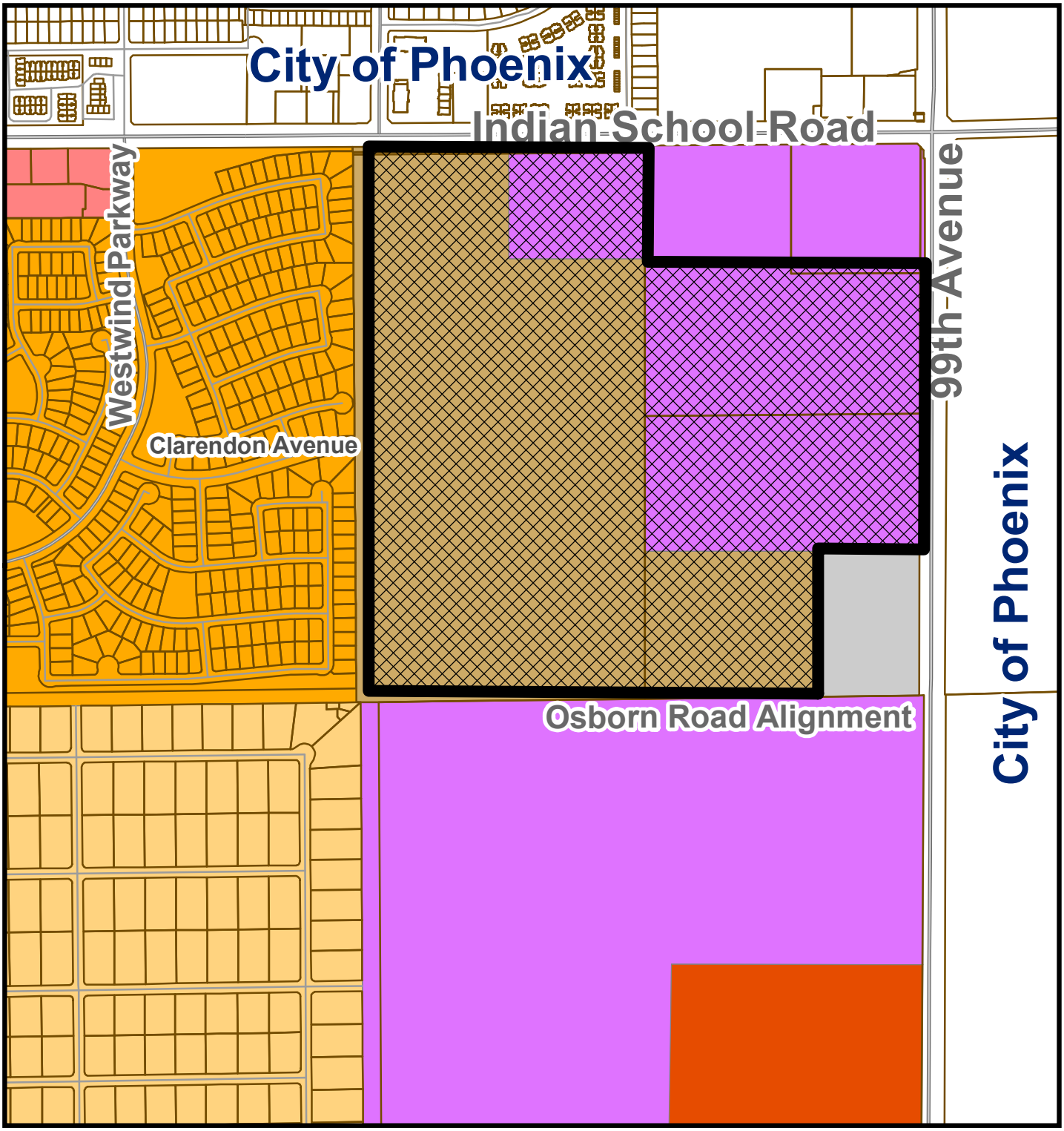



# Zoning Vicinity Map

Avondale

Subject Property

Exhibit C




# General Plan Land Use Map

- Mixed Use
- Office/Professional
- Local Commercial
- Subject Property
- Freeway Commercial
- Medium/High Density Residential
- Medium Density Residential
- Estate/Low Density Residential

N

Avondale

**Exhibit D**

*SUMMARY OF RELATED FACTS*
*APPLICATION PL-19-0197*

| *THE PROPERTY* | |
|---|---|
| PARCEL SIZE | 128.5 net acres |
| LOCATION | 1/4 mile west of the southwest corner of 99th Avenue and Indian School Road |
| PHYSICAL CHARACTERISTICS | Flat rectangular property with irrigation canals running along 99th Avenue, Indian School Road, and the western property line. |
| EXISTING LAND USE | Agricultural |
| EXISTING ZONING | Parkside Village Planned Area Development (PAD) |
| ZONING HISTORY | The property was annexed in two segments on May 26, 1981 and October 21, 1989 and rezoned from Agricultural (AG) to Planned Area Development (PAD) for "Entorno" on October 1, 2007. The property was rezoned from Entorno PAD to Parkside Village PAD by action of City Council on June 16, 2014. A Major Amendment to the Parkside Village PAD was approved by City Council on August 26, 2019. |
| DEVELOPMENT AGREEMENT | A Development Agreement ("the Agreement") between the City and the property owner, AG/RW – Entorno, LLC was approved by City Council on June 16, 2014 and amended on August 26, 2019. The Agreement establishes phasing for development of Parkside Village, allowing for limited permitting and Certificate of Occupancy issuance before 99th Avenue or Indian School Road off-site improvements are completed. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH OF INDIAN SCHOOL ROAD | Multiple parcels located in City of Phoenix's jurisdiction that have developed with a mix of uses including a gas station with convenience store, a drive-through restaurant, medical offices, a single-family detached residential neighborhood, and a single-family attached condominium complex. In addition to the developed parcels, there is an 11.1-acre undeveloped parcel in the City of Phoenix zoned C-2 (Intermediate Commercial). |
| EAST OF 99TH AVENUE | An undeveloped 133.8-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development (PUD) which allows for high-intensity office development on the site. The property is currently being farmed and a time frame for development is unknown. |
| SOUTH | A 148.5-acre property located in the City of Avondale, zoned C-2 (Community Commercial). The C-2 district allows for a range of commercial uses, including office, retail, restaurant, and personal services. The property is currently being farmed and a time frame for development is unknown. |
| WEST | Westwind, a 132-acre single-family residential community located within the City of Avondale, zoned Planned Area Development (PAD). The community is fully developed with 534 detached single-family residences built between 1997 and 2000 at a density of 4.0 units per acre. |
| SOUTHWEST | Glenarm Farms, a 150-acre large lot single-family residential subdivision located in the City of Avondale and zoned RR-18 (Rural Residential, Minimum 18,000 S.F. lot area). The community is fully developed with 150 detached single-family residences, some featuring accessory structures for the keeping of horses and livestock, at a density of 1.0 unit per acre. |

| *GENERAL PLAN* |
|---|
| The subject property features two General Plan land use designations, as follows:<br>• The **Medium/High Density Residential (MHDR*)*** designation is applied to the majority of the western half of the site, extending further eastward near the southeast corner of the property. The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).<br>• The **Mixed Use** designation is applied to the majority of the eastern half of the site, extending further westward immediately adjacent to Indian School Road. The Mixed Use category allows for a mixture of residential and commercial uses reflective of a village concept where residents can live, work, and recreate within the same development or nearby. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Pendergast Elementary School District and<br>Tolleson Union High School District |
| ELEMENTARY SCHOOLS | Pendergast Elementary School |
| HIGH SCHOOL | Westview High School |

| **99th Avenue** | |
|---|---|
| Classification | Arterial |
| Existing half-street ROW | 55 feet |
| Standard half-street ROW | 70 feet (City of Phoenix standard) |
| Existing half-street improvements | 2 travel lanes and ½ center turn lane |
| Standard half-street improvements | 3 travel lanes, deceleration lane (when warranted), ½ landscaped median, bike lane, sidewalk, curb, gutter, street lights, landscaping, and undergrounding of above-ground utilities and irrigation channels. |

| **Indian School Road** | |
|---|---|
| Classification | Urban Collector (Maricopa County section) |
| Existing half-street ROW | 55 feet |
| Standard half-street ROW | 55 feet |
| Existing half-street improvements | 2 travel lanes and ½ center turn lane |
| Standard half-street improvements | 2 travel lanes, deceleration lane (when warranted), ½ center turn lane, bike lane, sidewalk, curb-and-gutter, street lights, landscaping, and undergrounding of above-ground utilities and irrigation channels. |

| **Clarendon Avenue** | |
|---|---|
| Classification | Minor Collector (modified) |
| Existing full-street ROW | None |
| Standard full-street ROW | 80 to 95 feet (varies by location) |
| Existing full-street improvements | None |
| Standard full-street improvements | 1 travel lane in each direction, parallel parking |

| | |
|---|---|
| | (one side only), landscaped median (striped median immediately adjacent to Westwind), bike lanes, sidewalk, curb, gutter, street lights, and landscaping. |

| **100th Avenue** | |
|---|---|
| Classification | Minor Collector (modified) |
| Existing full-street ROW | None |
| Standard full-street ROW | 80 feet |
| Existing full-street improvements | None |
| Standard full-street improvements | 1 travel lane in each direction, landscaped median (striped median immediately adjacent to Westwind), bike lanes, sidewalk, curb, gutter, street lights, and landscaping. |

| **Osborn Road** | |
|---|---|
| Classification | Minor Collector (modified) |
| Existing half-street ROW | None |
| Standard half-street ROW | 40 feet |
| Existing half-street improvements | None |
| Standard half-street improvements | 1 travel lane in each direction, ½ center turn lane, sidewalk, curb, gutter, street lights, and landscaping. |

| *UTILITIES* |
|---|
| There is an existing 12" water line in Clarendon Avenue (Westwind) that will be extended east into the development. Additional water will be provided by extending the existing 16" water line in Indian School Road west from 107th Avenue to 99th Avenue. Furthermore, the developer will construct a new 16" water line in 99th Avenue from Indian School Road to Osborn Road.<br><br>There is an existing 10" sewer line in Clarendon Avenue that will be extended east into the development. Additionally, the developer proposes to construct a new 8" sewer line in the Westwind landscape tract south of Orange Blossom Lane, pending approval by the Westwind HOA. A private sewer lift station may be needed to serve the future Mixed Use portion of the site. |

# Exhibit E

## Preliminary Plat Narrative

Parkside

Submitted September 26, 2019

# PARKSIDE

William Lyon Homes
*Experience the pride.*

Preliminary Plat Narrative

Case #:PL 18-0296

The following narrative is prepared in conjunction with the Preliminary Plat application for the property known as Parkside. The Parkside property is approximately 163.015 gross acres located at the SWC of Indian School Road and 99th Avenue and east of the existing residential community known as Westwind within the jurisdictional boundary of the City of Avondale. The Parkside property has historically been, and currently is, used for agricultural purposes. The property is currently zoned PAD having residential, mixed use and office uses.

The proposed residential development design allows for 662 single-family residential lots to be built on 131.70 acres, having a maximum gross residential density of 5.19 dwelling units per acre in conformance with the City of Avondale General Plan. The proposed plan provides for four residential product types on the following typical lot sizes: 45'x100', 50'x110, 55'x120', and Villa's (six pack medium-high density detached). The total open space is approximately 26.55 acres of the property designed into an active accommodating configuration, having a percentage of twenty percent (20%) in relation to the total acreage. The Parkside design offers residents a neighborhood park theme at several convenient locations. There are five (5) neighborhood parks planned within the Parkside community. The park amenities are diverse and each park is designed with an unique identity perspective. Access to walking trails, bike paths, future retail and employment are part of the comprehensive design at Parkside. The interconnecting trail system will connect various park amenities, which include:

- Community pool (with restroom facilities)
- Playgrounds (with shade; Central Park, Park B and Park C)
- Exercise stations (along the north/south main trail and Park A)
- Basketball (Central Park and Park D)
- Volleyball (Central Park and Park D)
- Trail system with outdoor lighting
- Outdoor Games (Park C)
- Outdoor Active Play (Park C)
- Ramada's and shaded seating for gatherings (all Parks)

The residential lot design shall maintain interior side yard setbacks of 5'/5' for all residential products. Rear setbacks shall be 15' to living space for the 45', 50' and 55' wide lots. The Villa's shall have a rear yard setback of 2' to living space. Side-Loaded Garage setbacks shall be 24' from lot line and a 20' minimum front-loaded garage setback shall apply to the 45', 50' and 55' wide lots. Front setback limit shall be set at 8' for the Villa product and 10' for the other residential lots. The landscape plan for Parkside includes a contemporary brick wall theme in conjunction with a water tolerant planting design. Nature and water efficiency are programmed into the Parkside development. Plants are selected based on drought tolerance, low maintenance, and unique aspects associated with challenging land constraints such as the SRP easement areas. Where constraints are present, unique landscape options will be designed to alleviate wall fatigue without the use of trees within the SRP easement areas. Entry monuments are designed to quickly identify the property through the use of vertical masonry techniques as well as contrasting materials and colors. These monuments incorporate nature and allow for easy identification of the community using internal illumination at the following three locations:

- 99th Ave / Clarendon
- 100th Ave / Indian School
- Clarendon at Westwind

The planning stages for Parkside are designed around the constraints involving the SRP canal relocation that borders the entire property along Indian School Road and 99th Avenue. These challenges are solvable, but require more time than a traditional development would typically need. As a result, Parkside final plats/MOD's are contemplated with the following scope:

- Phase 1 – One Final Plat (Model Phase within Phase 1)
- Phase 2 – One Final Plat
- Indian School – One MOD (*Maricopa County – Jurisdictional Authority*)
- Indian School Road SRP area – One tract plat
- 99th Ave – One MOD
- 99th Ave SRP area – One tract plat

The other approved land uses for Parkside (mixed-use and office) will have separate land plans that will be submitted to the City at the time the proposed design is complete. The residential design portion is

complete as depicted in this preliminary plat submittal for City of Avondale approval. Parkside is planning for the following services:

| | |
|---|---|
| Fire | Avondale |
| Police | Avondale |
| Water | Avondale |
| Wastewater | Avondale |
| Streets | Avondale |
| Trash/Recycle | Avondale |
| Electricity | SRP |
| N-Gas | Southwest Gas |
| Telecommunication | Cox |
| Common Areas | Parkside HOA |

Pedestrian circulation is designed to allow for the active engagement of open space amenities and access to public transportation, as well as access to other Parkside uses (Mixed Use, Office). The interior trail system is integrated with exercise stations from Park B to Park D and will be lit at night for safety and beautification. The street section also allow for bike lanes from the interior of the property to arterial streets. Access to public transportation by pedestrians is through trail, sidewalk, or bike lane combinations found throughout the Parkside design.

The proposed street circulation provides for an effective vehicular navigation of the entire development. The future 99th Avenue street section is planned for a 70' R/W to be dedicated to the City of Avondale as an arterial road. Indian School Road is planned for a 55' R/W dedicated to Maricopa County as a major collector. Clarendon Road, 100th Avenue, and Osborn Road are all classified as Modified Minor Collectors. The street section adjacent to the Villa's is designed with a 54' R/W to allow for greater access for public safety. The street circulation easily provides residents with quick access to neighborhood parks, future retail and employment (*mixed-use, office*), as well as quick access to major transportation corridors (*Loop 101*).

# PARKSIDE

Parkside includes four (4) entry nodes. Primary access is located at the following intersections:

| *Location* | *Street 1* | *Street 2* |
|---|---|---|
| A | 99th Avenue | Clarendon |
| B | 99th Avenue | Osborn |
| C | Indian School Road | 100th Avenue |
| D | Clarendon - Parkside | Clarendon - Westwind |

The following site plan shows the proposed entry nodes for the Parkside property.

# PARKSIDE

Parkside offers future Avondale residents a lifestyle and living experience that is unique and special. This preliminary plat submittal presented provides Avondale with an amazing residential opportunity and living experience for area constituents. The transformation from the agricultural use, solving the relocation of open irrigation canal hazards, the expansion of city utility and street infrastructure, and the addition of 662 families within Avondale city limits are all great reasons to approve the Parkside preliminary plat.

# Exhibit F

## Proposed Preliminary Plat

Parkside

Submitted
October 14, 2019

# PRELIMINARY PLAT

FOR

# PARKSIDE

"AVONDALE, ARIZONA"

A PORTION OF THE NORTHEAST QUARTER SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST,
OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA

## LEGAL DESCRIPTION

THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST FROM WHICH A FOUND BRASS CAP FLUSH, ACCEPTED AS THE NORTHEAST CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, THEREOF BEARS N89°40'49"E A DISTANCE OF 2691.83 FEET;

THENCE, CONTINUING ALONG THE NORTH LINE OF SAID SECTION 29, N89°40'49"E A DISTANCE OF 2691.83 FEET TO A FOUND BRASS CAP FLUSH BEING THE NORTHEAST CORNER OF SAID SECTION 29;

THENCE, ALONG THE EAST LINE OF SAID SECTION 29, S00°08'08"W A DISTANCE OF 2638.29 FEET TO A FOUND BRASS CAP IN HANDHOLE BEING THE EAST QUARTER CORNER OF SAID SECTION 29;

THENCE, LEAVING SAID EAST LINE, S89°17'05"W A DISTANCE OF 2672.71 FEET ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION 26, TO A POINT BEING THE CALCULATED CENTER OF SECTION 29;

THENCE, LEAVING SAID CALCULATED CENTER OF SECTION OF SAID SECTION 29, N00°16'52"W A DISTANCE OF 2656.65 FEET ALONG THE SOUTH-NORTH MID-SECTION LINE OF SAID SECTION 29 TO THE **POINT OF BEGINNING.**

**THE ABOVE DESCRIBED PARCEL CONTAINS A COMPUTED AREA OF 7,100,939 SQUARE FEET OR 163.015 ACRES, MORE OR LESS AND IS SUBJECT TO ANY EASEMENTS, RESTRICTIONS, OR RIGHTS OF WAY OF RECORD OR OTHERWISE.**

**THE DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE ANY SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY OR ANY OTHER LAND DIVISION RESTRICTIONS.**

COPYRIGHT © 2018 ATWELL, LLC NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR WRITTEN CONSENT OF ATWELL LLC

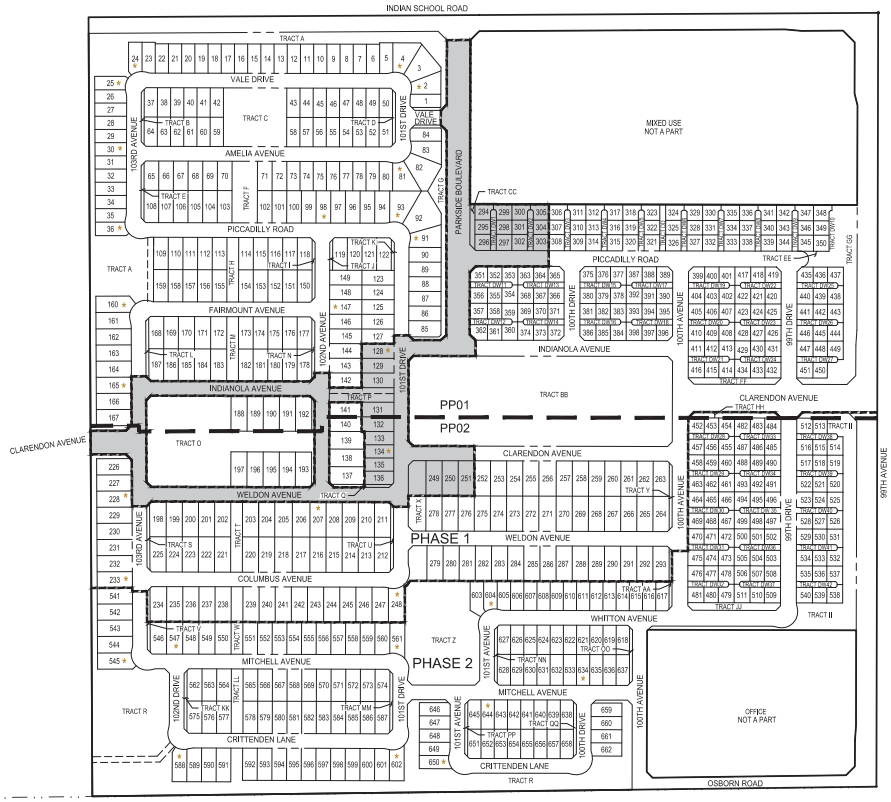
## CITY OF AVONDALE NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE "PARKSIDE" HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY AVONDALE;
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART IF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. EACH FINAL PLAT SHALL INCLUDE A NOTE THAT STATES THAT THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
8. THE HOA WILL BE RESPONSIBLE FOR MAINTENANCE OF THE LANDSCAPING IN END-OF-BLOCK LANDSCAPE TRACTS AND ADJOINING PRIVATE PROPERTY OUTSIDE OF INDIVIDUAL LOT WALLS.
9. HOMES ON THE LOTS WITH AN ASTERISK WILL BE REQUIRED TO UTILIZE A HOUSE PLAN/ELEVATION WHERE THE GARAGE IS SITUATED ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.
10. THE 8' PUBLIC UTILITY EASEMENT ALONG INDIAN SCHOOL ROAD AND 99TH AVENUE MUST BE DEDICATED THROUGH THE PHASE 1 AND PHASE 2 FINAL PLATS.
11. CONCRETE SPILLWAYS FROM SCUPPER TO RETENTION BASIN, AND STORM DRAIN PIPES FROM BACK OF CATCH BASINS TO RETENTION BASINS, SHALL BE MAINTAINED BY THE HOA.
12. FOR LOTS 1-293 AND 541-662, ANY PORTION OF A RESIDENTIAL DRIVEWAY LOCATED BEHIND THE PUBLIC SIDEWALK, WHETHER CONCRETE, PAVERS, OR OTHER DECORATIVE TREATMENT, SHALL BE MAINTAINED BY THE OWNER OF THE LOT TO WHICH THE DRIVEWAY PROVIDES ACCESS. FOR LOTS 294-540, ANY PORTION OF SHARED RESIDENTIAL DRIVEWAYS LOCATED BEHIND THE PUBLIC SIDEWALK, WHETHER CONCRETE, PAVERS, OR OTHER DECORATIVE TREATMENT, SHALL BE MAINTAINED BY THE HOA THAT MAINTAINS THE ADJACENT PRIVATE DRIVE TRACT.

## LAND USE TABLE

| | |
|---|---|
| EXISTING ZONING | PAD (PARKSIDE VILLAGE) |
| TOTAL GROSS AREA | 163.02 AC |
| MIX-USE (NOT A PART) | 17.91 AC |
| OFFICE (NOT A PART) | 8.14 AC |
| TOTAL NET AREA (1) | 128.47 AC |
| MINIMUM LOT AREA | 2,597 SF |
| MAXIMUM LOT AREA | 11,645 SF |
| TOTAL NUMBER OF LOTS | (247) VILLA'S |
| | (148) 45'x100' |
| | (145) 50'x110' |
| | (122) 55'x120' |
| | 662 TOTAL LOTS |
| NET DENSITY | 5.15 DU/AC |
| VILLA'S PRIVATE DRIVES | 2.74 AC |
| OPEN SPACE AREA | 27.16 AC (21.14%) |
| OPEN SPACE AREA EXCLUDING BASIN HIGH WATER | 18.20 AC (14.17%) |
| ACTIVE OPEN SPACE | 10.30 AC (8.02%) |
| TOTAL TRACT AREA | 29.90 AC |

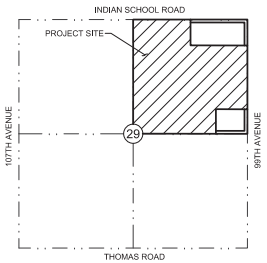
(1) NET AREA EXCLUDING 99TH AVENUE AND INDIAN SCHOOL ROAD RIGHT OF WAY




LEGEND

- MODEL HOME PHASE
- PHASE LINE
- BOUNDARY LINE
- SHEET MATCH LINE

KEY MAP
1"=200'




**VICINITY MAP**
N.T.S.

**OWNER**
AG/RW-ENTORNO
25A HANOVER RD, SUITE 310
FLORHAM PARK, NJ 07932
PHONE (973) 593-0003
CONTACT: BRETT H. OWINGS, PE, PP

**DEVELOPER**
WILLIAM LYON HOMES
8840 E. CHAPARRAL RD. STE 200
SCOTTSDALE, ARIZONA 85250
PHONE (480) 893-1000
CONTACT: TROY WAHLBERG

**ENGINEER**
ATWELL
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85208
PHONE (480) 218-9831
CONTACT: MICHAEL PARK, P.E.

## BASIS OF BEARING

BASIS OF BEARING IS ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 29, T.2 NORTH., R.1 EAST.
BEING N89°40'49"E WITH A DISTANCE OF 2641.83 FEET. R1

## BENCHMARK

BENCHMARK IS A BRASS CAP FLUSH LOCATED AT THE NORTH QUARTER CORNER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST

ELEVATION = 1027.36' "GDACS POINT DESIGNATION = 23062-2M, BOOK 699, PAGE 26, RECORDS OF MARICOPA COUNTY".

THE PROJECT BENCHMARK REQUIRES AN EQUATION OF +0.40 TENTHS TO MATCH THE CITY OF AVONDALE VERTICAL DATUM.

BENCHMARK EQUATION=1027.36' + 0.40'= ("1027.76") CITY OF AVONDALE DATUM.

THE ELEVATION OF 1027.36' WAS USED FOR THE DESIGN OF THIS PROJECT AND WILL BE HELD FOR THE CONSTRUCTION OF THIS PROJECT.

## FLOODPLAIN DESIGNATION

THE SUBJECT PROPERTY LIES WITHIN ZONE-X

ZONE X IS THE FLOOD INSURANCE RATE ZONE THAT CORRESPONDS TO THE AREAS OUTSIDE THE 100-YEAR FLOODPLAINS, AREAS OF 100-YEAR SHEET FLOW FLOODING WHERE AVERAGE DEPTHS ARE LESS THAN ONE FOOT, AREAS OF 100-YEAR STREAM FLOODING WHERE THE CONTRIBUTING DRAINAGE AREAS ARE LESS THAN ONE SQUARE MILE, OR AREAS PROTECTED FROM THE 100-YEAR FLOOD BY LEVEES. NO BASE FLOOD ELEVATIONS OR DEPTHS ARE SHOWN WITHIN THIS ZONE.

## SHEET INDEX



| DESCRIPTION | ATWELL SHEET NO. | SHEET NO. |
|---|---|---|
| COVER SHEET | CS01 | 1 |
| DETAILS AND TABLES | DT01 -DT02 | 2 - 3 |
| PRELIMINARY PLAT | PP01 - PP02 | 4 - 5 |



## UTILITY PROVIDERS

| | |
|---|---|
| SEWER | AVONDALE |
| WATER | AVONDALE |
| FIRE | AVONDALE |
| ELECTRIC | SRP |
| NATURAL GAS | SW GAS |
| TELEPHONE | COX COMMUNICATIONS |

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATIONS OF ALL UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR; NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

COVER SHEET

PROJECT: PARKSIDE
INDIAN SCHOOL RD & 99TH AVE
CITY OF AVONDALE, ARIZONA

811 Know what's below. Call before you dig.

REVISIONS:

64583 MICHAEL J. PARK — REGISTERED PROFESSIONAL ENGINEER — CERTIFICATE EXPIRES 06/30/19

| | |
|---|---|
| PM. | M. PARK |
| DR. | S. STAMAN |
| JOB NO. | 18000694 |
| FILE NO. | 18000694-PP-CS01 |
| | CS01 |

SHEET NO.
1 OF 5

L:\18000694 - atb-parksideforgiftpin.onbynnpcjonwdkf\18000694-pp-cs01.dwg Savedate: 8/29/2018 8:16 AM Plotdate: 10/10/2019 2:28 PM

LOT AREA TABLE, TRACT TABLE AND PRIVATE DRIVE TRACTS AREAS ARE APPROXIMATE AND MAY VARY ON FINAL PLAT.

**LOT AREA TABLE**

| LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET | LOT NUMBER | SQUARE FEET |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| LOT #1 | 4699.87 | LOT #76 | 4500.00 | LOT #151 | 5500.00 | LOT #226 | 6656.73 | LOT #301 | 2597.00 | LOT #376 | 2597.00 | LOT #451 | 2915.00 | LOT #526 | 3064.50 | LOT #601 | 5501.58 |
| LOT #2 | 6089.26 | LOT #77 | 4500.00 | LOT #152 | 5500.00 | LOT #227 | 6600.00 | LOT #302 | 2915.00 | LOT #377 | 3064.50 | LOT #452 | 2915.00 | LOT #527 | 2597.00 | LOT #602 | 5500.78 |
| LOT #3 | 8367.96 | LOT #78 | 4500.00 | LOT #153 | 5500.00 | LOT #228 | 6600.00 | LOT #303 | 2915.00 | LOT #378 | 3064.50 | LOT #453 | 2597.00 | LOT #528 | 2915.00 | LOT #603 | 5185.15 |
| LOT #4 | 7221.93 | LOT #79 | 4500.00 | LOT #154 | 5500.00 | LOT #229 | 6600.00 | LOT #304 | 2597.00 | LOT #379 | 2597.00 | LOT #454 | 3064.50 | LOT #529 | 2915.00 | LOT #604 | 4522.31 |
| LOT #5 | 4685.73 | LOT #80 | 4531.96 | LOT #155 | 5500.00 | LOT #230 | 6600.00 | LOT #305 | 3064.50 | LOT #380 | 2915.00 | LOT #455 | 3064.50 | LOT #530 | 2597.00 | LOT #605 | 4501.38 |
| LOT #6 | 4500.00 | LOT #81 | 6732.33 | LOT #156 | 5500.00 | LOT #231 | 6600.00 | LOT #306 | 3064.50 | LOT #381 | 2915.00 | LOT #456 | 2597.00 | LOT #531 | 3064.50 | LOT #606 | 4500.00 |
| LOT #7 | 4500.00 | LOT #82 | 9185.62 | LOT #157 | 5500.00 | LOT #232 | 6600.00 | LOT #307 | 2597.00 | LOT #382 | 2597.00 | LOT #457 | 2915.00 | LOT #532 | 3064.50 | LOT #607 | 4500.00 |
| LOT #8 | 4500.00 | LOT #83 | 6256.91 | LOT #158 | 5500.00 | LOT #233 | 6600.00 | LOT #308 | 2915.00 | LOT #383 | 3064.50 | LOT #458 | 2915.00 | LOT #533 | 2597.00 | LOT #608 | 4500.00 |
| LOT #9 | 4500.00 | LOT #84 | 4789.40 | LOT #159 | 5521.11 | LOT #234 | 6754.60 | LOT #309 | 2915.00 | LOT #384 | 3064.50 | LOT #459 | 2597.00 | LOT #534 | 2915.00 | LOT #609 | 4500.00 |
| LOT #10 | 4500.00 | LOT #85 | 6013.00 | LOT #160 | 6952.39 | LOT #235 | 6600.00 | LOT #310 | 2597.00 | LOT #385 | 2597.00 | LOT #460 | 3064.50 | LOT #535 | 2915.00 | LOT #610 | 4500.00 |
| LOT #11 | 4500.00 | LOT #86 | 5500.00 | LOT #161 | 6600.20 | LOT #236 | 6600.00 | LOT #311 | 3064.50 | LOT #386 | 2787.00 | LOT #461 | 3064.50 | LOT #536 | 2597.00 | LOT #611 | 4500.00 |
| LOT #12 | 4500.00 | LOT #87 | 5500.00 | LOT #162 | 6600.00 | LOT #237 | 6600.00 | LOT #312 | 3064.50 | LOT #387 | 3064.50 | LOT #462 | 2597.00 | LOT #537 | 3064.50 | LOT #612 | 4500.00 |
| LOT #13 | 4500.00 | LOT #88 | 5500.00 | LOT #163 | 6600.00 | LOT #238 | 6600.00 | LOT #313 | 2597.00 | LOT #388 | 2597.00 | LOT #463 | 2915.00 | LOT #538 | 3064.50 | LOT #613 | 4500.00 |
| LOT #14 | 4500.00 | LOT #89 | 5500.00 | LOT #164 | 6600.00 | LOT #239 | 6600.00 | LOT #314 | 2915.00 | LOT #389 | 2787.00 | LOT #464 | 2915.00 | LOT #539 | 2597.00 | LOT #614 | 4500.00 |
| LOT #15 | 4500.00 | LOT #90 | 5500.00 | LOT #165 | 6600.00 | LOT #240 | 6600.00 | LOT #315 | 2915.00 | LOT #390 | 2915.00 | LOT #465 | 2597.00 | LOT #540 | 2914.93 | LOT #615 | 4500.00 |
| LOT #16 | 4500.00 | LOT #91 | 6680.42 | LOT #166 | 6600.00 | LOT #241 | 6600.00 | LOT #316 | 2597.00 | LOT #391 | 2597.00 | LOT #466 | 3064.50 | LOT #541 | 6600.00 | LOT #616 | 4500.00 |
| LOT #17 | 4500.00 | LOT #92 | 11645.43 | LOT #167 | 6600.70 | LOT #242 | 6600.00 | LOT #317 | 3064.50 | LOT #392 | 3064.50 | LOT #467 | 3064.50 | LOT #542 | 6600.00 | LOT #617 | 4502.00 |
| LOT #18 | 4500.00 | LOT #93 | 8252.46 | LOT #168 | 5614.20 | LOT #243 | 6600.00 | LOT #318 | 3064.50 | LOT #393 | 3064.50 | LOT #468 | 2597.00 | LOT #543 | 6630.00 | LOT #618 | 4502.00 |
| LOT #19 | 4500.00 | LOT #94 | 5595.42 | LOT #169 | 5500.00 | LOT #244 | 6600.00 | LOT #319 | 2597.00 | LOT #394 | 2597.00 | LOT #469 | 2915.00 | LOT #544 | 6743.32 | LOT #619 | 4500.00 |
| LOT #20 | 4500.00 | LOT #95 | 5500.00 | LOT #170 | 5998.87 | LOT #245 | 6600.00 | LOT #320 | 2915.00 | LOT #395 | 2915.00 | LOT #470 | 2915.00 | LOT #545 | 6641.40 | LOT #620 | 4500.00 |
| LOT #21 | 4500.00 | LOT #96 | 5500.00 | LOT #171 | 6050.00 | LOT #246 | 6600.00 | LOT #321 | 2915.00 | LOT #396 | 2787.00 | LOT #471 | 2597.00 | LOT #546 | 6098.18 | LOT #621 | 4500.00 |
| LOT #22 | 4500.00 | LOT #97 | 5500.00 | LOT #172 | 6050.00 | LOT #247 | 6707.84 | LOT #322 | 2597.00 | LOT #397 | 2597.00 | LOT #472 | 3064.50 | LOT #547 | 6050.00 | LOT #622 | 4500.00 |
| LOT #23 | 4654.29 | LOT #98 | 5500.00 | LOT #173 | 5500.00 | LOT #248 | 6652.21 | LOT #323 | 3064.50 | LOT #398 | 3064.50 | LOT #473 | 3064.50 | LOT #548 | 6050.00 | LOT #623 | 4500.00 |
| LOT #24 | 4787.11 | LOT #99 | 5500.00 | LOT #174 | 5500.00 | LOT #249 | 6600.00 | LOT #324 | 3064.50 | LOT #399 | 2787.00 | LOT #474 | 2597.00 | LOT #549 | 6050.00 | LOT #624 | 4500.00 |
| LOT #25 | 4910.55 | LOT #100 | 5500.00 | LOT #175 | 5500.00 | LOT #250 | 6600.00 | LOT #325 | 2597.00 | LOT #400 | 2597.00 | LOT #475 | 2915.00 | LOT #550 | 6050.00 | LOT #625 | 4500.00 |
| LOT #26 | 4837.17 | LOT #101 | 5500.00 | LOT #176 | 5500.00 | LOT #251 | 6600.00 | LOT #326 | 2915.00 | LOT #401 | 3064.50 | LOT #476 | 2915.00 | LOT #551 | 5500.00 | LOT #626 | 4500.00 |
| LOT #27 | 4867.36 | LOT #102 | 5500.00 | LOT #177 | 5504.00 | LOT #252 | 6600.00 | LOT #327 | 2915.00 | LOT #402 | 3064.50 | LOT #477 | 2597.00 | LOT #552 | 5500.00 | LOT #627 | 4502.00 |
| LOT #28 | 4852.62 | LOT #103 | 5500.00 | LOT #178 | 5504.00 | LOT #253 | 6600.00 | LOT #328 | 2597.00 | LOT #403 | 2597.00 | LOT #478 | 3064.50 | LOT #553 | 5500.00 | LOT #628 | 4728.00 |
| LOT #29 | 4837.89 | LOT #104 | 5500.00 | LOT #179 | 5500.00 | LOT #254 | 6600.00 | LOT #329 | 3064.50 | LOT #404 | 2915.00 | LOT #479 | 3064.50 | LOT #554 | 5500.00 | LOT #629 | 4725.00 |
| LOT #30 | 4823.16 | LOT #105 | 5500.00 | LOT #180 | 5500.00 | LOT #255 | 6600.00 | LOT #330 | 3064.50 | LOT #405 | 2915.00 | LOT #480 | 2597.00 | LOT #555 | 5500.00 | LOT #630 | 4725.00 |
| LOT #31 | 4808.43 | LOT #106 | 5500.00 | LOT #181 | 5500.00 | LOT #256 | 7089.86 | LOT #331 | 2597.00 | LOT #406 | 2597.00 | LOT #481 | 2915.00 | LOT #556 | 5500.00 | LOT #631 | 4725.00 |
| LOT #32 | 4793.69 | LOT #107 | 5500.00 | LOT #182 | 5500.00 | LOT #257 | 6600.00 | LOT #332 | 2915.00 | LOT #407 | 3064.50 | LOT #482 | 3064.50 | LOT #557 | 5500.00 | LOT #632 | 4725.00 |
| LOT #33 | 4778.96 | LOT #108 | 5504.00 | LOT #183 | 6050.00 | LOT #258 | 6600.00 | LOT #333 | 2915.00 | LOT #408 | 3064.50 | LOT #483 | 2597.00 | LOT #558 | 5500.00 | LOT #633 | 4725.00 |
| LOT #34 | 4764.23 | LOT #109 | 5522.00 | LOT #184 | 6050.00 | LOT #259 | 6600.00 | LOT #334 | 2597.00 | LOT #409 | 2597.00 | LOT #484 | 2915.00 | LOT #559 | 5500.00 | LOT #634 | 4725.00 |
| LOT #35 | 4779.47 | LOT #110 | 5500.00 | LOT #185 | 5998.87 | LOT #260 | 6600.00 | LOT #335 | 3064.50 | LOT #410 | 2915.00 | LOT #485 | 2915.00 | LOT #560 | 5576.52 | LOT #635 | 4725.00 |
| LOT #36 | 4845.30 | LOT #111 | 5500.00 | LOT #186 | 5500.00 | LOT #261 | 6600.00 | LOT #336 | 3064.50 | LOT #411 | 2915.00 | LOT #486 | 2597.00 | LOT #561 | 5582.65 | LOT #636 | 4725.00 |
| LOT #37 | 4502.00 | LOT #112 | 5500.00 | LOT #187 | 5526.16 | LOT #262 | 6600.00 | LOT #337 | 2597.00 | LOT #412 | 2597.00 | LOT #487 | 3064.50 | LOT #562 | 5614.00 | LOT #637 | 4728.00 |
| LOT #38 | 4500.00 | LOT #113 | 5500.00 | LOT #188 | 6600.00 | LOT #263 | 6606.00 | LOT #338 | 2915.00 | LOT #413 | 3064.50 | LOT #488 | 3064.50 | LOT #563 | 5500.00 | LOT #638 | 4502.00 |
| LOT #39 | 4500.00 | LOT #114 | 5500.00 | LOT #189 | 6600.00 | LOT #264 | 6606.00 | LOT #339 | 2915.00 | LOT #414 | 3064.50 | LOT #489 | 2597.00 | LOT #564 | 5500.00 | LOT #639 | 4500.00 |
| LOT #40 | 4500.00 | LOT #115 | 5500.00 | LOT #190 | 6600.00 | LOT #265 | 6600.00 | LOT #340 | 2597.00 | LOT #415 | 2597.00 | LOT #490 | 2915.00 | LOT #565 | 5500.00 | LOT #640 | 4500.00 |
| LOT #41 | 4500.00 | LOT #116 | 5500.00 | LOT #191 | 6600.00 | LOT #266 | 6600.00 | LOT #341 | 3064.50 | LOT #416 | 2915.00 | LOT #491 | 2915.00 | LOT #566 | 5500.00 | LOT #641 | 4500.00 |
| LOT #42 | 4500.00 | LOT #117 | 5500.00 | LOT #192 | 6606.00 | LOT #267 | 6600.00 | LOT #342 | 3064.50 | LOT #417 | 3064.50 | LOT #492 | 2597.00 | LOT #567 | 5500.00 | LOT #642 | 4500.00 |
| LOT #43 | 4500.00 | LOT #118 | 5504.00 | LOT #193 | 6606.00 | LOT #268 | 6600.00 | LOT #343 | 2597.00 | LOT #418 | 2597.00 | LOT #493 | 3064.50 | LOT #568 | 5500.00 | LOT #643 | 4500.00 |
| LOT #44 | 4500.00 | LOT #119 | 5532.00 | LOT #194 | 6600.00 | LOT #269 | 6600.00 | LOT #344 | 2915.00 | LOT #419 | 2787.00 | LOT #494 | 3064.50 | LOT #569 | 5500.00 | LOT #644 | 4500.00 |
| LOT #45 | 4500.00 | LOT #120 | 5550.00 | LOT #195 | 6600.00 | LOT #270 | 6600.00 | LOT #345 | 2915.00 | LOT #420 | 2915.00 | LOT #495 | 2597.00 | LOT #570 | 5500.00 | LOT #645 | 4502.00 |
| LOT #46 | 4500.00 | LOT #121 | 5550.00 | LOT #196 | 6600.00 | LOT #271 | 7089.86 | LOT #346 | 2597.00 | LOT #421 | 2597.00 | LOT #496 | 2915.00 | LOT #571 | 5500.00 | LOT #646 | 4728.00 |
| LOT #47 | 4500.00 | LOT #122 | 5532.00 | LOT #197 | 6600.00 | LOT #272 | 6600.00 | LOT #347 | 3064.50 | LOT #422 | 3064.50 | LOT #497 | 2915.00 | LOT #572 | 5500.00 | LOT #647 | 4725.00 |
| LOT #48 | 4500.00 | LOT #123 | 5500.00 | LOT #198 | 6739.33 | LOT #273 | 6600.00 | LOT #348 | 3064.50 | LOT #423 | 3064.50 | LOT #498 | 2597.00 | LOT #573 | 5500.00 | LOT #648 | 4725.00 |
| LOT #49 | 4500.00 | LOT #124 | 5500.00 | LOT #199 | 6600.00 | LOT #274 | 6600.00 | LOT #349 | 2597.00 | LOT #424 | 2597.00 | LOT #499 | 3064.50 | LOT #574 | 5504.00 | LOT #649 | 4689.80 |
| LOT #50 | 4502.00 | LOT #125 | 5500.00 | LOT #200 | 6600.00 | LOT #275 | 6600.00 | LOT #350 | 2915.00 | LOT #425 | 2915.00 | LOT #500 | 3064.50 | LOT #575 | 5614.00 | LOT #650 | 4644.65 |
| LOT #51 | 4502.00 | LOT #126 | 5500.00 | LOT #201 | 6600.00 | LOT #276 | 6600.00 | LOT #351 | 3004.07 | LOT #426 | 2915.00 | LOT #501 | 2597.00 | LOT #576 | 5500.00 | LOT #651 | 4502.00 |
| LOT #52 | 4500.00 | LOT #127 | 5500.00 | LOT #202 | 6600.00 | LOT #277 | 6600.00 | LOT #352 | 2597.00 | LOT #427 | 2597.00 | LOT #502 | 2915.00 | LOT #577 | 5500.00 | LOT #652 | 4500.00 |
| LOT #53 | 4500.00 | LOT #128 | 5500.00 | LOT #203 | 6600.00 | LOT #278 | 6600.00 | LOT #353 | 3064.50 | LOT #428 | 3064.50 | LOT #503 | 2915.00 | LOT #578 | 5500.00 | LOT #653 | 4500.00 |
| LOT #54 | 4500.00 | LOT #129 | 5500.00 | LOT #204 | 6600.00 | LOT #279 | 6600.00 | LOT #354 | 3064.50 | LOT #429 | 3064.50 | LOT #504 | 2597.00 | LOT #579 | 5500.00 | LOT #654 | 4500.00 |
| LOT #55 | 4500.00 | LOT #130 | 5500.00 | LOT #205 | 7200.00 | LOT #280 | 6600.00 | LOT #355 | 2597.00 | LOT #430 | 2597.00 | LOT #505 | 3064.50 | LOT #580 | 5500.00 | LOT #655 | 4500.00 |
| LOT #56 | 4500.00 | LOT #131 | 5500.00 | LOT #206 | 7200.00 | LOT #281 | 6600.00 | LOT #356 | 3204.07 | LOT #431 | 2915.00 | LOT #506 | 3064.50 | LOT #581 | 5500.00 | LOT #656 | 4500.00 |
| LOT #57 | 4500.00 | LOT #132 | 5500.00 | LOT #207 | 6600.00 | LOT #282 | 6600.00 | LOT #357 | 3204.07 | LOT #432 | 2915.00 | LOT #507 | 2597.00 | LOT #582 | 5500.00 | LOT #657 | 4500.00 |
| LOT #58 | 4500.00 | LOT #133 | 4500.00 | LOT #208 | 6600.00 | LOT #283 | 6600.00 | LOT #358 | 2597.00 | LOT #433 | 2597.00 | LOT #508 | 2915.00 | LOT #583 | 5500.00 | LOT #658 | 4502.00 |
| LOT #59 | 4500.00 | LOT #134 | 4500.00 | LOT #209 | 6600.00 | LOT #284 | 6600.00 | LOT #359 | 3064.50 | LOT #434 | 3064.50 | LOT #509 | 2915.00 | LOT #584 | 5500.00 | LOT #659 | 4812.00 |
| LOT #60 | 4500.00 | LOT #135 | 4500.00 | LOT #210 | 6600.00 | LOT #285 | 6600.00 | LOT #360 | 3064.50 | LOT #435 | 2787.00 | LOT #510 | 2597.00 | LOT #585 | 5500.00 | LOT #660 | 4725.00 |
| LOT #61 | 4500.00 | LOT #136 | 4502.00 | LOT #211 | 6606.00 | LOT #286 | 6600.00 | LOT #361 | 2597.00 | LOT #436 | 2597.00 | LOT #511 | 3064.50 | LOT #586 | 5500.00 | LOT #661 | 4725.00 |
| LOT #62 | 4500.00 | LOT #137 | 7206.00 | LOT #212 | 6606.00 | LOT #287 | 6600.00 | LOT #362 | 3004.07 | LOT #437 | 3064.50 | LOT #512 | 2915.00 | LOT #587 | 5504.00 | LOT #662 | 4685.81 |
| LOT #63 | 4500.00 | LOT #138 | 7200.00 | LOT #213 | 6600.00 | LOT #288 | 6600.00 | LOT #363 | 3064.50 | LOT #438 | 3064.50 | LOT #513 | 2597.00 | LOT #588 | 5567.72 | | |
| LOT #64 | 4502.00 | LOT #139 | 7200.00 | LOT #214 | 6600.00 | LOT #289 | 6600.00 | LOT #364 | 2597.00 | LOT #439 | 2597.00 | LOT #514 | 3064.50 | LOT #589 | 5715.81 | | |
| LOT #65 | 5002.00 | LOT #140 | 5500.00 | LOT #215 | 6600.00 | LOT #290 | 6600.00 | LOT #365 | 2787.00 | LOT #440 | 2915.00 | LOT #515 | 2597.00 | LOT #590 | 5750.00 | | |
| LOT #66 | 5000.00 | LOT #141 | 5500.00 | LOT #216 | 6600.00 | LOT #291 | 6600.00 | LOT #366 | 2915.00 | LOT #441 | 2915.00 | LOT #516 | 2915.00 | LOT #591 | 5749.71 | | |
| LOT #67 | 5000.00 | LOT #142 | 5500.00 | LOT #217 | 7200.00 | LOT #292 | 6600.00 | LOT #367 | 2597.00 | LOT #442 | 2597.00 | LOT #517 | 2915.00 | LOT #592 | 5500.00 | | |
| LOT #68 | 5000.00 | LOT #143 | 5500.00 | LOT #218 | 7200.00 | LOT #293 | 6606.00 | LOT #368 | 3064.50 | LOT #443 | 3064.50 | LOT #518 | 2597.00 | LOT #593 | 5500.00 | | |
| LOT #69 | 5000.00 | LOT #144 | 5500.00 | LOT #219 | 6600.00 | LOT #294 | 3064.50 | LOT #369 | 3064.50 | LOT #444 | 3064.50 | LOT #519 | 3064.50 | LOT #594 | 5500.00 | | |
| LOT #70 | 5000.00 | LOT #145 | 5500.00 | LOT #220 | 6600.00 | LOT #295 | 2597.00 | LOT #370 | 2597.00 | LOT #445 | 2597.00 | LOT #520 | 3064.50 | LOT #595 | 5500.00 | | |
| LOT #71 | 5000.00 | LOT #146 | 5500.00 | LOT #221 | 6600.00 | LOT #296 | 2910.50 | LOT #371 | 2915.00 | LOT #446 | 2915.00 | LOT #521 | 2597.00 | LOT #596 | 5500.00 | | |
| LOT #72 | 5000.00 | LOT #147 | 5500.00 | LOT #222 | 6600.00 | LOT #297 | 2915.00 | LOT #372 | 2787.00 | LOT #447 | 2915.00 | LOT #522 | 2915.00 | LOT #597 | 5500.00 | | |
| LOT #73 | 4500.00 | LOT #148 | 5500.00 | LOT #223 | 6600.00 | LOT #298 | 2597.00 | LOT #373 | 2597.00 | LOT #448 | 2597.00 | LOT #523 | 2915.00 | LOT #598 | 5500.00 | | |
| LOT #74 | 4500.00 | LOT #149 | 5500.00 | LOT #224 | 6600.00 | LOT #299 | 3064.50 | LOT #374 | 3064.50 | LOT #449 | 3064.50 | LOT #524 | 2597.00 | LOT #599 | 5500.00 | | |
| LOT #75 | 4500.00 | LOT #150 | 5504.00 | LOT #225 | 6634.56 | LOT #300 | 3064.50 | LOT #375 | 2787.00 | LOT #450 | 2597.00 | LOT #525 | 3064.50 | LOT #600 | 5500.00 | | |

**TRACT TABLE**

| TRACT | ACRES | USE |
|---|---|---|
| TRACT A | 3.15 | COMMON AREA, DRAINAGE, AND SEWER |
| TRACT B | 0.04 | COMMON AREA |
| TRACT C | 0.99 | COMMON AREA AND DRAINAGE |
| TRACT D | 0.04 | COMMON AREA |
| TRACT E | 0.04 | COMMON AREA |
| TRACT F | 0.42 | COMMON AREA AND DRAINAGE |
| TRACT G | 0.42 | COMMON AREA |
| TRACT H | 0.20 | COMMON AREA |
| TRACT I | 0.05 | COMMON AREA |
| TRACT J | 0.02 | COMMON AREA |
| TRACT K | 0.02 | COMMON AREA |
| TRACT L | 0.05 | COMMON AREA |
| TRACT M | 0.20 | COMMON AREA |
| TRACT N | 0.05 | COMMON AREA |
| TRACT O | 2.57 | COMMON AREA AND DRAINAGE |
| TRACT P | 0.25 | COMMON AREA AND SEWER |
| TRACT Q | 0.05 | COMMON AREA |
| TRACT R | 5.70 | COMMON AREA, DRAINAGE, AND SEWER |
| TRACT S | 0.05 | COMMON AREA |
| TRACT T | 0.22 | COMMON AREA |
| TRACT U | 0.05 | COMMON AREA |
| TRACT V | 0.05 | COMMON AREA |
| TRACT W | 0.21 | COMMON AREA |
| TRACT X | 0.33 | COMMON AREA AND DRAINAGE |
| TRACT Y | 0.05 | COMMON AREA |
| TRACT Z | 2.14 | COMMON AREA AND DRAINAGE |
| TRACT AA | 0.05 | COMMON AREA |
| TRACT BB | 6.32 | COMMON AREA AND DRAINAGE |
| TRACT CC | 0.06 | COMMON AREA |
| TRACT DD | 0.07 | COMMON AREA |
| TRACT EE | 0.03 | COMMON AREA |
| TRACT FF | 0.15 | COMMON AREA |
| TRACT GG | 0.93 | COMMON AREA AND DRAINAGE |
| TRACT HH | 0.14 | COMMON AREA |
| TRACT II | 1.41 | COMMON AREA AND DRAINAGE |
| TRACT JJ | 0.18 | COMMON AREA |
| TRACT KK | 0.05 | COMMON AREA |
| TRACT LL | 0.20 | COMMON AREA |
| TRACT MM | 0.05 | COMMON AREA |
| TRACT NN | 0.04 | COMMON AREA |
| TRACT OO | 0.04 | COMMON AREA |
| TRACT PP | 0.04 | COMMON AREA |
| TRACT QQ | 0.04 | COMMON AREA |
| **TOTAL** | **27.16** | |

**VILLA'S PRIVATE DRIVE TRACT TABLE**

| TRACT | ACRES | USE |
|---|---|---|
| TRACT DW1 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW2 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW3 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW4 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW5 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW6 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW7 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW8 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW9 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW10 | 0.15 | COMMON AREA, PUE, LOT ACCESS, PARKING, AND SEWER |
| TRACT DW11 | 0.07 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW12 | 0.07 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW13 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW14 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW15 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW16 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW17 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW18 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW19 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW20 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW21 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW22 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW23 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW24 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW25 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW26 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW27 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW28 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW29 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW30 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW31 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW32 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW33 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW34 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW35 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW36 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW37 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW38 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW39 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW40 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW41 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| TRACT DW42 | 0.06 | COMMON AREA, PUE, LOT ACCESS, AND SEWER |
| **TOTAL** | **2.74** | |

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

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866.850.4200 www.atwell-group.com
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

## LOT AND TRACT AREA TABLES

PROJECT: PARKSIDE
INDIAN SCHOOL RD & 99TH AVE
CITY OF AVONDALE, ARIZONA

811 Know what's below. Call before you dig.

REVISIONS:

REGISTERED PROFESSIONAL ENGINEER (CIVIL) CERTIFICATE NO. 64583 MICHAEL J. PARK Date Signed 10/10/2019 ARIZONA U.S.A.

PM. M. PARK
DR. S. STAMAN
JOB NO. 18000694
FILE NO. 09002605DT01
DT01
SHEET NO. 2 OF 5

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k:\18000694 - wlh parkside\dwg\plan sets\pre-app\pre-plat\18000694-dt01.dwg Savedate:9/25/2019 9:08 AM Plotdate:10/10/2019 2:17 PM

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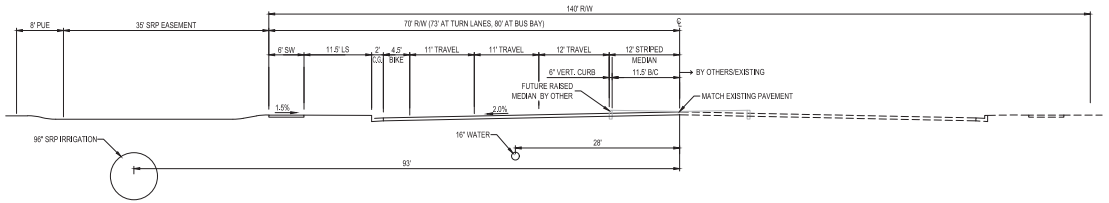
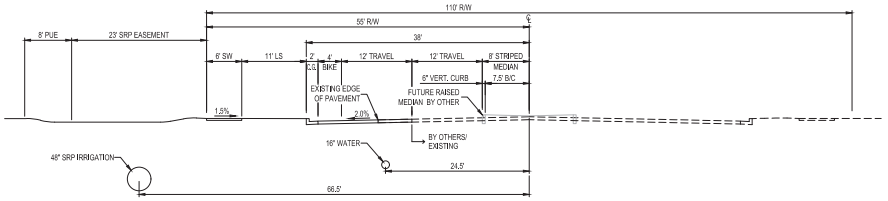
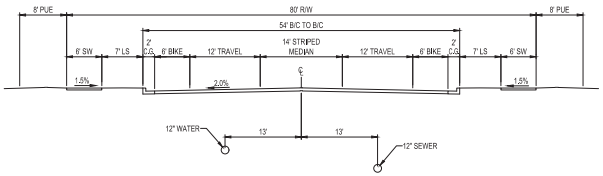


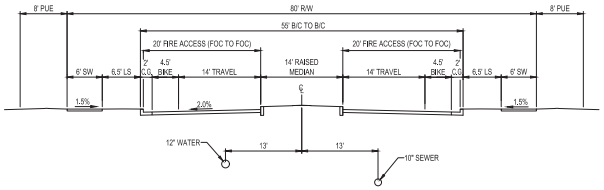

A - 6 - LANE ARTERIAL CROSS SECTION - 99TH AVENUE



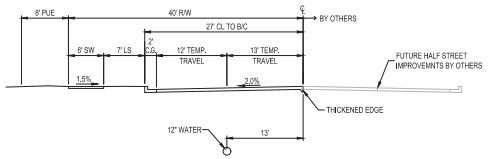

B - 5 - LANE MAJOR COLLECTOR CROSS SECTION WITH 55' HALF R/W - INDIAN SCHOOL ROAD



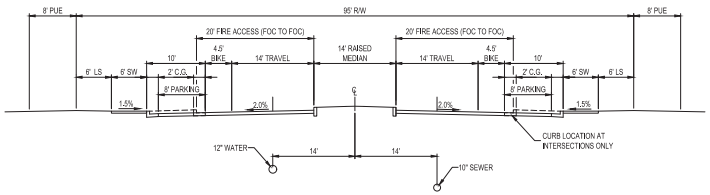

C1 - MODIFIED MINOR COLLECTOR 80' R/W
CLARENDON AVENUE (WEST CONNECTION)



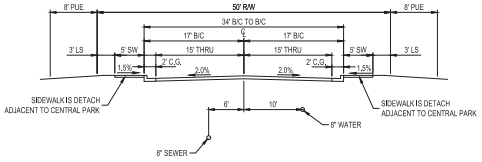

C2 - MODIFIED MINOR COLLECTOR 80' R/W
PARKSIDE BOULEVARD



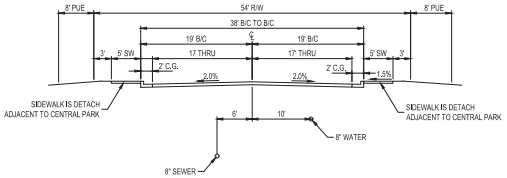

C3 - MODIFIED MINOR COLLECTOR 80' R/W
OSBORN ROAD (LOOKING EAST)



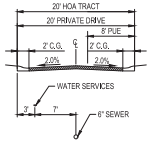

D - MODIFIED MINOR COLLECTOR 95' R/W
CLARENDON AVENUE (EAST CONNECTION)



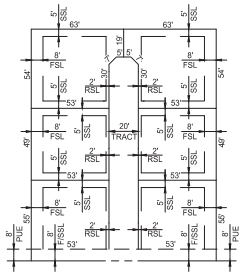

E - LOCAL STREET
LOOKING NORTH AND WEST



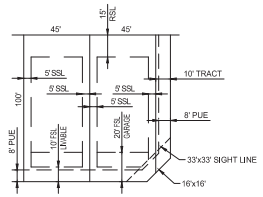

F - MODIFIED LOCAL STREET
LOOKING NORTH AND WEST



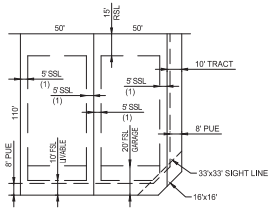

G - PRIVATE DRIVE



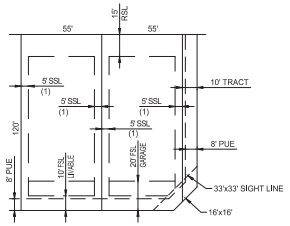

VILLA'S
SETBACKS DETAIL
SCALE: NTS




RESIDENTIAL-45
SETBACKS DETAIL
SCALE: NTS




RESIDENTIAL-50
SETBACKS DETAIL
SCALE: NTS
(1) 24' FACE OF SIDE LOADED GARAGE TO LOT LINE




RESIDENTIAL-55
SETBACKS DETAIL
SCALE: NTS
(1) 24' FACE OF SIDE LOADED GARAGE TO LOT LINE

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4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8500

DETAIL SHEEET

PROJECT: PARKSIDE
INDIAN SCHOOL RD & 99TH AVE
CITY OF AVONDALE, ARIZONA

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REVISIONS:

REGISTERED PROFESSIONAL ENGINEER
64583
MICHAEL J. PARK
CERTIFICATE NUMBER
ARIZONA U.S.A.

| | |
|---|---|
| PM. | M. PARK |
| DR. | S. STAMAN |
| JOB NO. | 18000694 |
| FILE NO. | 18000694-DT02 |
| | DT02 |
| SHEET NO. | 3 OF 5 |

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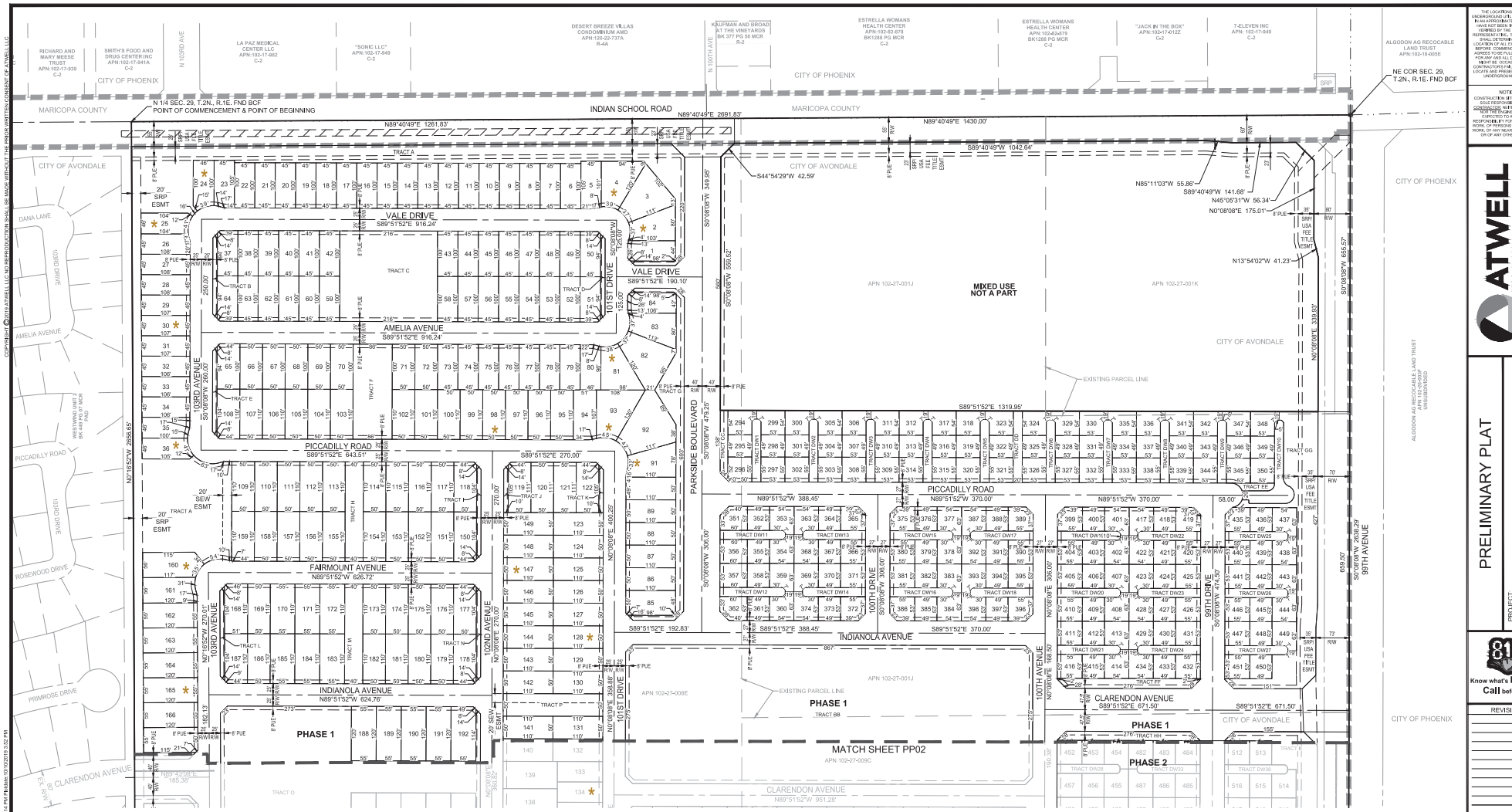


* HOMES ON THE LOTS WITH AN ASTERISK WILL BE REQUIRED TO UTILIZE A HOUSE PLAN/ELEVATION WHERE THE GARAGE IS SITUATED ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.

**LEGEND**

- PARCEL BOUNDARY
- CL
- PROPERTY LINE
- EXISTING PARCEL LINE
- PUE
- R/W
- VNAE
- MATCH LINE
- JURISDICTIONAL LINE

KEY MAP
N.T.S

Scale: 100 0 100 200 Feet


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4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.981.8555


PRELIMINARY PLAT

PROJECT: PARKSIDE

INDIAN SCHOOL RD & 99TH AVE
CITY OF AVONDALE, ARIZONA

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REVISIONS:

REGISTERED PROFESSIONAL ENGINEER
64583
MICHAEL J. PARK
Date Signed 10/10/19
CERTIFICATE NO.

| | |
|---|---|
| PM. | M. PARK |
| DR. | S. STAMAN |
| JOB NO. | 18000694 |
| FILE NO. | 18000694-PP01 |
| | PP01 |
| SHEET NO. | 4 OF 5 |


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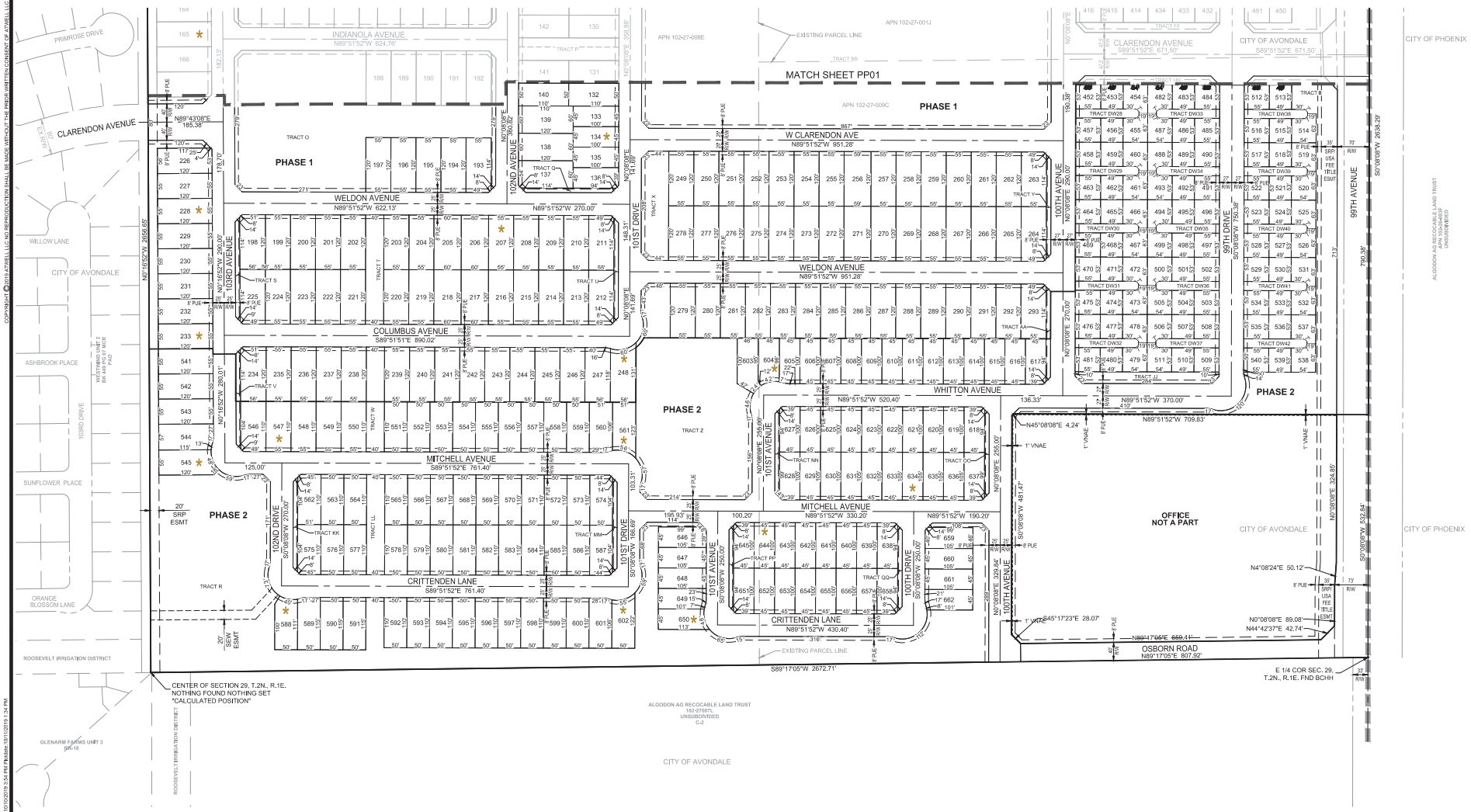
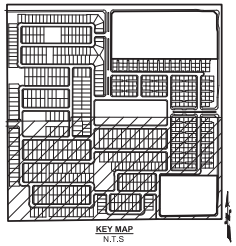



## LEGEND

- PARCEL BOUNDARY
- CL
- PROPERTY LINE
- EXISTING PARCEL LINE
- PUE
- R/W
- VNAE
- MATCH LINE
- JURISDICTIONAL LINE

★ HOMES ON THE LOTS WITH AN ASTERISK WILL BE REQUIRED TO UTILIZE A HOUSE PLAN/ELEVATION WHERE THE GARAGE IS SITUATED ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.



KEY MAP
N.T.S

100 0 100 200
Scale Feet

THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK, AND AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THE CONTRACTOR'S FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.

NOTICE:
CONSTRUCTION SITE SAFETY IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR. NEITHER THE OWNER NOR THE ENGINEER SHALL BE EXPECTED TO ASSUME ANY RESPONSIBILITY FOR SAFETY OF THE WORK, OF PERSONS ENGAGED IN THE WORK, OF ANY NEARBY STRUCTURES, OR OF ANY OTHER PERSONS.

ATWELL
4700 E. SOUTHERN AVENUE
MESA, AZ 85206
480.218.8831

PRELIMINARY PLAT

PROJECT: PARKSIDE
INDIAN SCHOOL RD & 99TH AVE
CITY OF AVONDALE, ARIZONA

811 Know what's below. Call before you dig.

REVISIONS:

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO. 64583
MICHAEL J. PARK
Date Signed 10/25/2019
ARIZONA U.S.A.

| | |
|---|---|
| PM. | M. PARK |
| DR. | S. STAMAN |
| JOB NO. | 18000694 |
| FILE NO. | 18000694-PP02 |
| | PP02 |
| SHEET NO. | 5 OF 5 |

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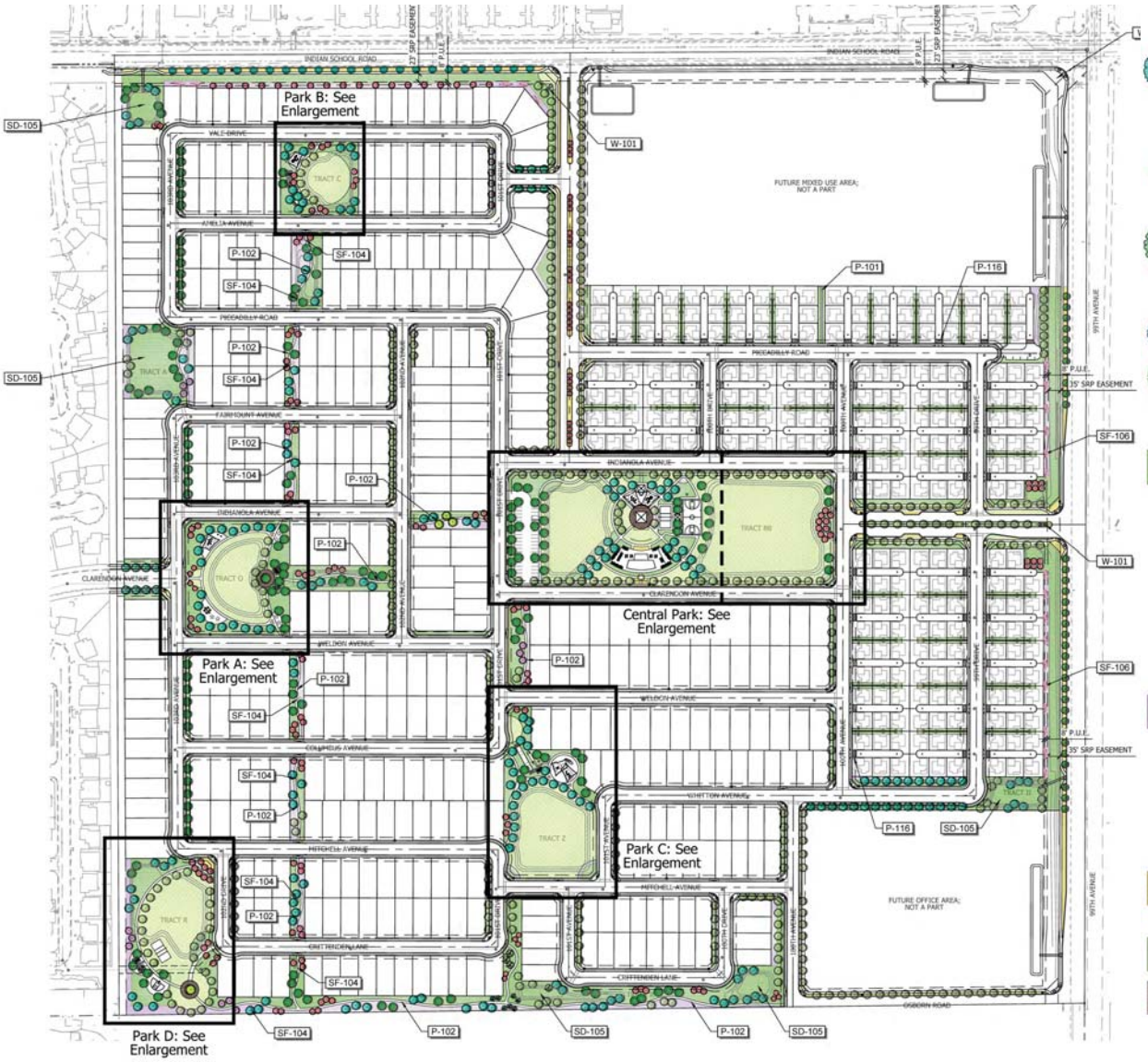
# Exhibit G

## Proposed Landscape, Open Space, and Amenity Plans

Parkside

Submitted
October 7, 2019




Landscape / Open Space Plan - Full Site & Park Locations

## CONCEPT PLANT SCHEDULE

**STREET TREES**
CHILOPSIS LINEARIS `LOPUR` PPAF / DESERT DIVA DESERT WILLOW
CORDIA BOISSIERI / ANACAHUITA
PARKINSONIA X `DESERT MUSEUM` / DESERT MUSEUM PALO VERDE
PISTACIA CHINENSIS `RED PUSH` / RED PUSH CHINESE PISTACHE
ULMUS PARVIFOLIA / CHINESE ELM
X CHITALPA TASHKENTENSIS `PINK DAWN` / PINK DAWN CHITALPA

**OPEN SPACE TREES**
CHILOPSIS LINEARIS `LOPUR` PPAF / DESERT DIVA DESERT WILLOW
OLEA EUROPAEA `WILSONII` / WILSON OLIVE
PISTACIA CHINENSIS `RED PUSH` / RED PUSH CHINESE PISTACHE
PROSOPIS GLANDULOSA `THORNLESS AZT` / THORNLESS HONEY MESQUITE
QUERCUS VIRGINIANA `HERITAGE` / HERITAGE SOUTHERN LIVE OAK
ULMUS PARVIFOLIA / CHINESE ELM

**ACCENT TREES**
CHILOPSIS LINEARIS `LOPUR` PPAF / DESERT DIVA DESERT WILLOW
CORDIA BOISSIERI / ANACAHUITA
SOPHORA SECUNDIFLORA / TEXAS MOUNTAIN LAUREL
X CHITALPA TASHKENTENSIS `PINK DAWN` / PINK DAWN CHITALPA

**PEREIMETER TREES**
CHILOPSIS LINEARIS `LOPUR` PPAF / DESERT DIVA DESERT WILLOW
CORDIA BOISSIERI / ANACAHUITA
OLEA EUROPAEA `WILSONII` / WILSON OLIVE
PARKINSONIA X `DESERT MUSEUM` / DESERT MUSEUM PALO VERDE
PROSOPIS GLANDULOSA `THORNLESS AZT` / THORNLESS HONEY MESQUITE

**STREET TREES / INDIAN SCHOOL ROAD**
PISTACIA X `RED PUSH` / PISTACHE

**STREET TREES / 99TH AVENUE**
ULMUS PARVIFOLIA / CHINESE ELM

**VINE COVERED TRELLIS**
BOUGAINVILLEA X `BARBARA KARST` / BARBARA KARST BOUGAINVILLEA

**PERIMETER SHRUBS**
BOUGAINVILLEA X `BARBARA KARST` / BARBARA KARST BOUGAINVILLEA
BOUGAINVILLEA X `ROSENKA` / BOUGAINVILLEA
CAESALPINIA GILLIESII / YELLOW BIRD OF PARADISE
CAESALPINIA PULCHERRIMA / RED BIRD OF PARADISE
CALLISTEMON CITRINUS `LITTLE JOHN` / DWARF BOTTLE BRUSH
CARISSA GRANDIFLORA `COMPACTA` / NATAL PLUM
LEUCOPHYLLUM LAEVIGATUM / CHIHUAHUAN SAGE
LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY` / BAROMETERBUSH
LEUCOPHYLLUM ZYGOPHYLLUM `CIMARRON` TM / CIMMERON
MUHLENBERGIA CAPILLARIS `REGAL MIST` TM / MUHLY
MUHLENBERGIA LINDHEIMERI / LINDHEIMER`S MUHLY
MUHLENBERGIA RIGENS / DEER GRASS
NERIUM OLEANDER `PETITE PINK` / DWARF PINK OLEANDER
RUELLIA BRITTONIANA / BLUE BELLS
RUELLIA PENNINSULARIS / WILD PETUNIA
RUSSELIA EQUISETIFORMIS / FIRECRACKER PLANT
TECOMA STANS `GOLD STAR` / GOLD STAR TECOMA
TECOMA X `SIERRA SUNRISE` / SUNRISE TECOMA
TECOMA X `SOLAR FLARE` / SOLAR FLARE TECOMA

**ACCENTS & BACKGROUND SHRUBS**
AGAVE DESMETTIANA / DWARF CENTURY PLANT
AGAVE GEMINIFLORA / CENTURY PLANT
AGAVE VILMORINIANA / OCTOPUS AGAVE
ALOE BARBADENSIS / BARBADOS ALOE
ALOE X `BLUE ELF` / ALOE
BOUGAINVILLEA X `BARBARA KARST` / BARBARA KARST BOUGAINVILLEA
BOUGAINVILLEA X `ROSENKA` / ROSENKA BOUGAINVILLEA
DASYLIRION QUADRANGULATUM
EREMOPHILA GLABRA `MINGENEW GOLD` / EMU BUSH
FOUQUIERIA SPLENDENS / OCOTILLO
HESPERALOE PARVIFLORA / RED YUCCA
HESPERALOE PARVIFLORA `BRAKELIGHTS` TM / BRAKELIGHTS RED YUCCA
PEDILANTHUS MACROCARPUS / SLIPPER

**GROUND COVERS**
LANTANA CAMARA `DALLAS RED` / DALLAS RED LANTANA
LANTANA CAMARA `GOLD MOUND` / GOLD MOUND LANTANA
LANTANA X `VOLCANO` / LANTANA- VOLCANO

**TURF**
CYNODON DACTYLON / BERMUDA GRASS

**ACCENT PAVING**
-

## LAND USE TABLE

| | |
|---|---|
| TOTAL GROSS AREA | 132.66 AC |
| TOTAL NET AREA (1) | 128.47 AC |
| OPEN SPACE AREA | 27.16 AC (21.14%) |
| OPEN SPACE AREA EXCLUDING BASIN HIGH WATER | 18.20 AC (14.17%) |
| ACTIVE OPEN SPACE | 10.30 AC (8.02%) |

(1) NET AREA EXCLUDING N 99TH AVE AND W INDIAN SCHOOL RIGHT OF WAY

# Parkside

Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue

## REFERENCE NOTES SCHEDULE

| CODE | PAVING DESCRIPTION |
|---|---|
| P-101 | SIDEWALK - 4`-0"W |
| P-102 | SIDEWALK - 6`-0"W |
| P-103 | SIDEWALK - 10`-0"W |
| P-104 | PEDESTRIAN ACCENT PAVING |
| P-105 | CONCRETE HEADER |
| P-106 | ARTIFICIAL TURF |
| P-115 | PLAYGROUND SURFACING |
| P-116 | VEHICULAR ACCENT PAVING |
| | **SITE IMPROVEMENTS** |
| CODE | DESCRIPTION |
| S-101 | COMMUNITY POOL |
| S-102 | RESTROOM BUILDING |
| S-103 | FULL SIZE BASKETBALL COURT |
| S-104 | HALF-SIZE BASKETBALL COURT |
| S-105 | SAND VOLLEYBALL COURT |
| S-106 | BOCCE BALL COURT |
| S-107 | PLAYGROUND STRUCTURE |
| S-108 | PLAYGROUND SWING |
| S-109 | SCULPTURAL SEATING |
| S-110 | FREE-PLAY / ROCK CLIMBER |
| S-111 | PARK GAME ELEMENT |
| S-112 | RAISED PLANTER |
| | **SITE DEVELOPMENT** |
| CODE | DESCRIPTION |
| SD-101 | LOT / PROPERTY LINE (PER CIVIL) |
| SD-102 | CURB & GUTTER (PER CIVIL) |
| SD-103 | ROAD CENTERLINE (PER CIVIL) |
| SD-104 | CURB RAMP (PER CIVIL) |
| SD-105 | RETENTION BASIN (PER CIVIL) |
| SD-106 | P.U.E. (PER CIVIL) |
| SD-107 | 5`-0"W ATTACHED SIDEWALK (PER CIVIL) |
| SD-108 | 5`-0"W DETACHED SIDEWALK (PER CIVIL) |
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| CODE | DESCRIPTION |
| SF-101 | SHADE STRUCTURE |
| SF-102 | SHADE RAMADA |
| SF-103 | POOL FURNISHINGS |
| SF-104 | TRAIL FITNESS EQUIPMENT |
| SF-105 | PARK FURNISHING |
| SF-106 | VINE TRELLIS AT 99TH AVENUE |
| | **WALL** |
| CODE | DESCRIPTION |
| W-101 | PRIMARY MONUMENT SIGNAGE |
| W-102 | SECONDARY MONUMENT SIGNAGE |
| W-110 | SEAT WALL |
| W-120 | CITY OF AVONDALE WAYFINDING SIGN |

0 30 60 90 120 feet
1" = 30'
NORTH

Note: Final plant locations and quantities will be determined during Final Landscape Plan submittal in accordance with City requirements (ZO section 12)

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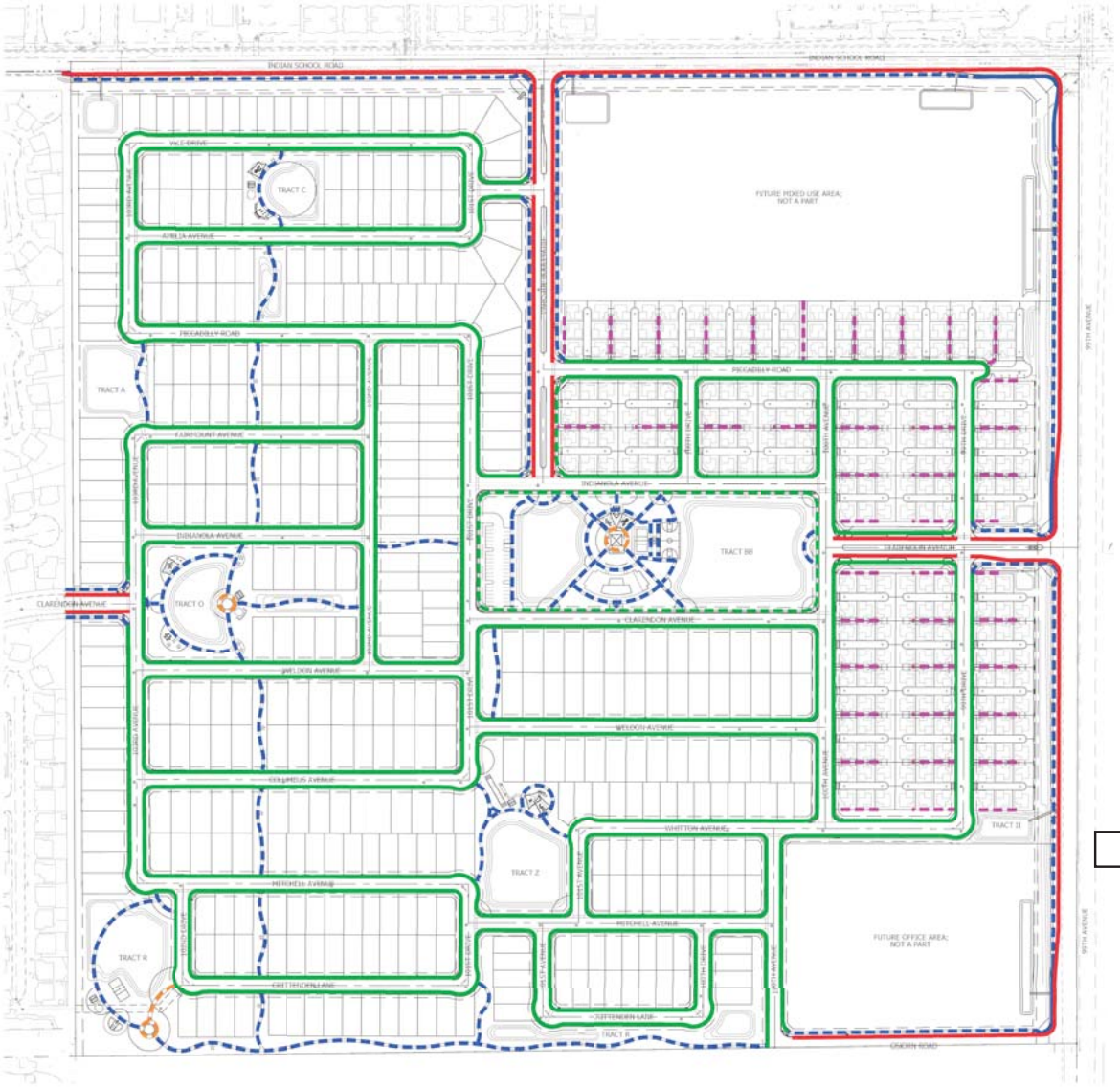
Landscape / Open Space Plan
Full Site & Park Locations

Note: Park layouts are conceptual and intended for illustration purposes only. Final layout and equipment installed may vary. All amenity imagery is conceptual and shown to convey the general aestetic and types of equipment proposed and is not intended to be a final depiction. Exact locations of proposed equipment shown are conceptual and not final.

# Parkside

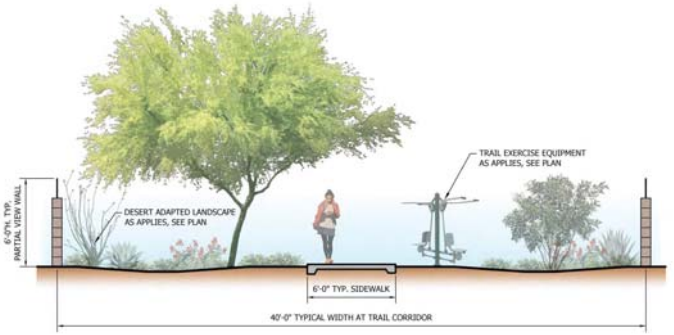
Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue




Pedestrian Circulation Plan Legend

- 5'W. Sidewalk
- 6'W. Sidewalk
- 4'W. Sidewalk - Detached
- 5'W. Sidewalk - Detached
- 6'W. Sidewalk - Detached
- 10'W Sidewalk - Detached
- Bike Lane




TRAIL SECTION (TYP.)

1/4" = 1'-0"

P-RE-ROY-100

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Schematic Pedestrian Circulation Plan

0 150 300 450 600 feet

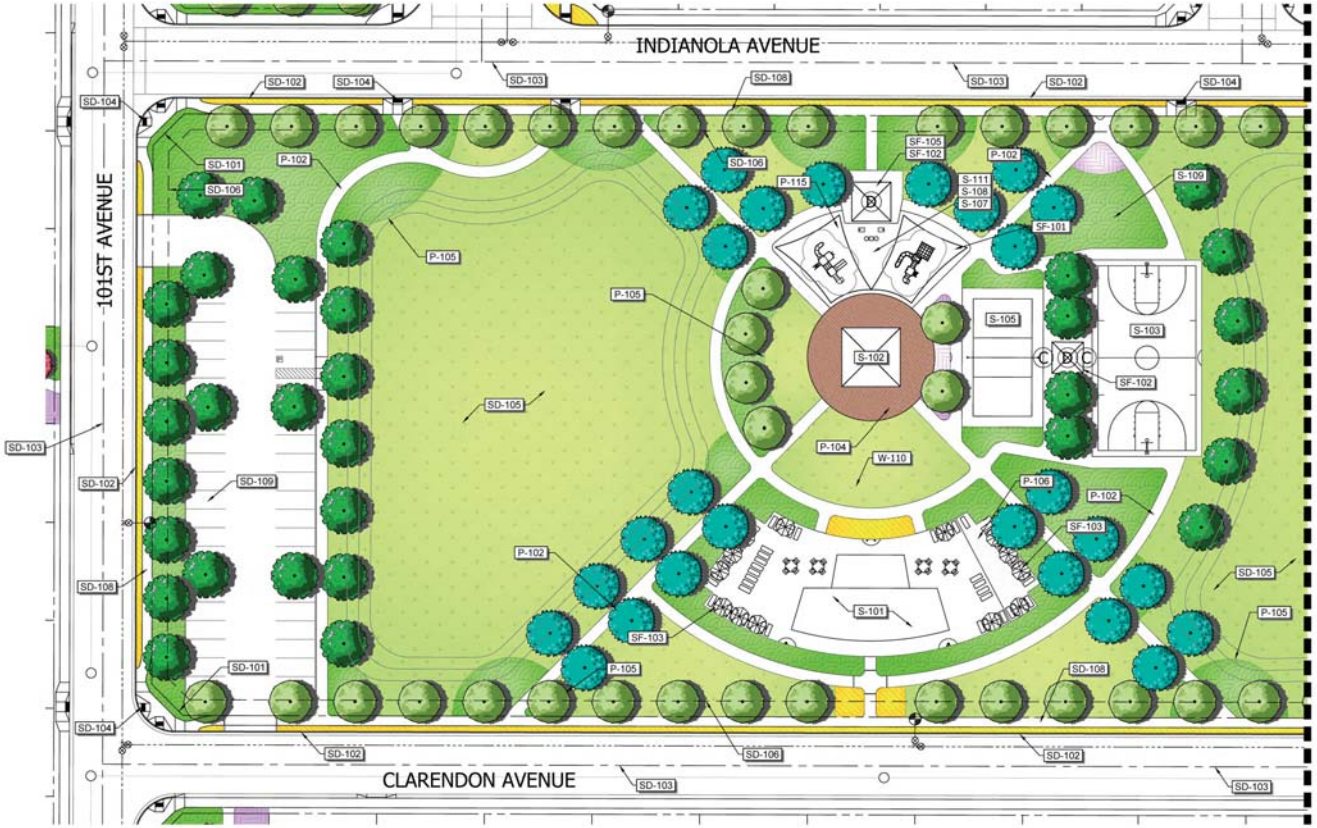
1" = 150'

NORTH

# Parkside

Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue




Central Park Enlargement - West Side

## REFERENCE NOTES SCHEDULE

| CODE | DESCRIPTION |
|---|---|
| | **PAVING** |
| P-101 | SIDEWALK - 4'-0"W |
| P-102 | SIDEWALK - 6'-0"W |
| P-103 | SIDEWALK - 10'-0"W |
| P-104 | PEDESTRIAN ACCENT PAVING |
| P-105 | CONCRETE HEADER |
| P-106 | ARTIFICIAL TURF |
| P-115 | PLAYGROUND SURFACING |
| P-116 | VEHICULAR ACCENT PAVING |
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| CODE | DESCRIPTION |
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| S-102 | RESTROOM BUILDING |
| S-103 | FULL SIZE BASKETBALL COURT |
| S-104 | HALF-SIZE BASKETBALL COURT |
| S-105 | SAND VOLLEYBALL COURT |
| S-106 | BOCCE BALL COURT |
| S-107 | PLAYGROUND STRUCTURE |
| S-108 | PLAYGROUND SWING |
| S-109 | SCULPTURAL SEATING |
| S-110 | FREE-PLAY / ROCK CLIMBER |
| S-111 | PARK GAME ELEMENT |
| S-112 | RAISED PLANTER |
| | **SITE DEVELOPMENT** |
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| SD-107 | 5'-0"W ATTACHED SIDEWALK (PER CIVIL) |
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| CODE | DESCRIPTION |
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| SF-102 | SHADE RAMADA |
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| SF-106 | VINE TRELLIS AT 99TH AVENUE |
| | **WALL** |
| CODE | DESCRIPTION |
| W-101 | PRIMARY MONUMENT SIGNAGE |
| W-102 | SECONDARY MONUMENT SIGNAGE |
| W-110 | SEAT WALL |
| W-120 | CITY OF AVONDALE WAYFINDING SIGN |

0 30 60 90 120 feet

1" = 30'

NORTH

Note: Final plant locations and quantities will be determined during Final Landscape Plan submittal in accordance with City requirements (ZO section 12)

## SITE LIGHTING LEGEND

- E — ELEC. SERVICE AT MONUMENT SIGN
- A — 10' AREA LIGHT POLE
- B — 3.5' BOLLARD PATH LIGHT
- C — 20' SPORTS COURT LIGHT
- D — RAMADA LIGHT


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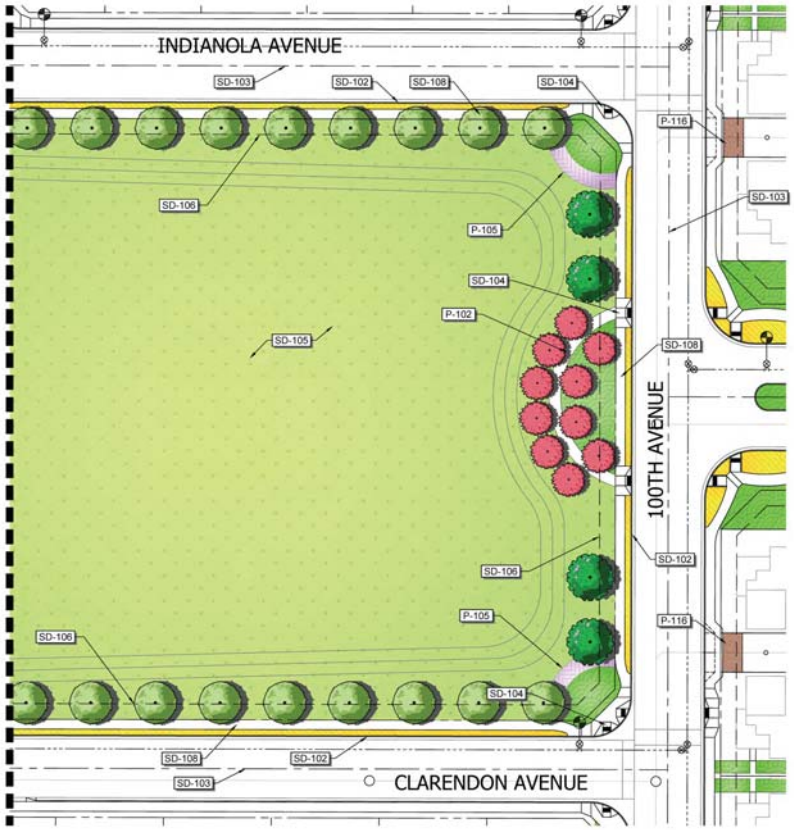
## Landscape Plan Enlargement
## Central Park (West End)

Note: Park layouts are conceptual and intended for illustration purposes only. Final layout and equipment installed may vary. All amenity imagery is conceptual and shown to convey the general aestetic and types of equipment proposed and is not intended to be a final depiction. Exact locations of proposed equipment shown are conceptual and not final.

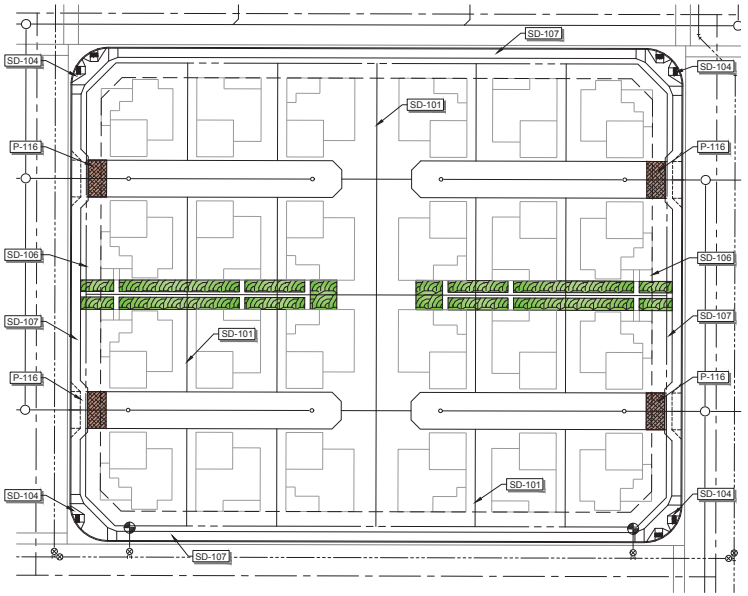
# Parkside

Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue




Central Park Enlargement - East Side




Typical Villas Lot Layout Enlargement

## REFERENCE NOTES SCHEDULE

| CODE | PAVING DESCRIPTION |
|---|---|
| P-101 | SIDEWALK - 4'-0"W |
| P-102 | SIDEWALK - 6'-0"W |
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| S-107 | PLAYGROUND STRUCTURE |
| S-108 | PLAYGROUND SWING |
| S-109 | SCULPTURAL SEATING |
| S-110 | FREE-PLAY / ROCK CLIMBER |
| S-111 | PARK GAME ELEMENT |
| S-112 | RAISED PLANTER |
| | **SITE DEVELOPMENT** |
| CODE | DESCRIPTION |
| SD-101 | LOT / PROPERTY LINE (PER CIVIL) |
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| SD-103 | ROAD CENTERLINE (PER CIVIL) |
| SD-104 | CURB RAMP (PER CIVIL) |
| SD-105 | RETENTION BASIN (PER CIVIL) |
| SD-106 | P.U.E. (PER CIVIL) |
| SD-107 | 5'-0"W ATTACHED SIDEWALK (PER CIVIL) |
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| | **SITE FURNISHINGS** |
| CODE | DESCRIPTION |
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| SF-103 | POOL FURNISHINGS |
| SF-104 | TRAIL FITNESS EQUIPMENT |
| SF-105 | PARK FURNISHING |
| SF-106 | VINE TRELLIS AT 99TH AVENUE |
| | **WALL** |
| CODE | DESCRIPTION |
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| W-102 | SECONDARY MONUMENT SIGNAGE |
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| W-120 | CITY OF AVONDALE WAYFINDING SIGN |

0 30 60 90 120 feet

1" = 30'

NORTH

Note: Final plant locations and quantities will be determined during Final Landscape Plan submittal in accordance with City requirements (ZO section 12)

## SITE LIGHTING LEGEND

- E — ELEC. SERVICE AT MONUMENT SIGN
- A — 10' AREA LIGHT POLE
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## Landscape Plan Enlargement
## Central Park (East End) & Villas Layout

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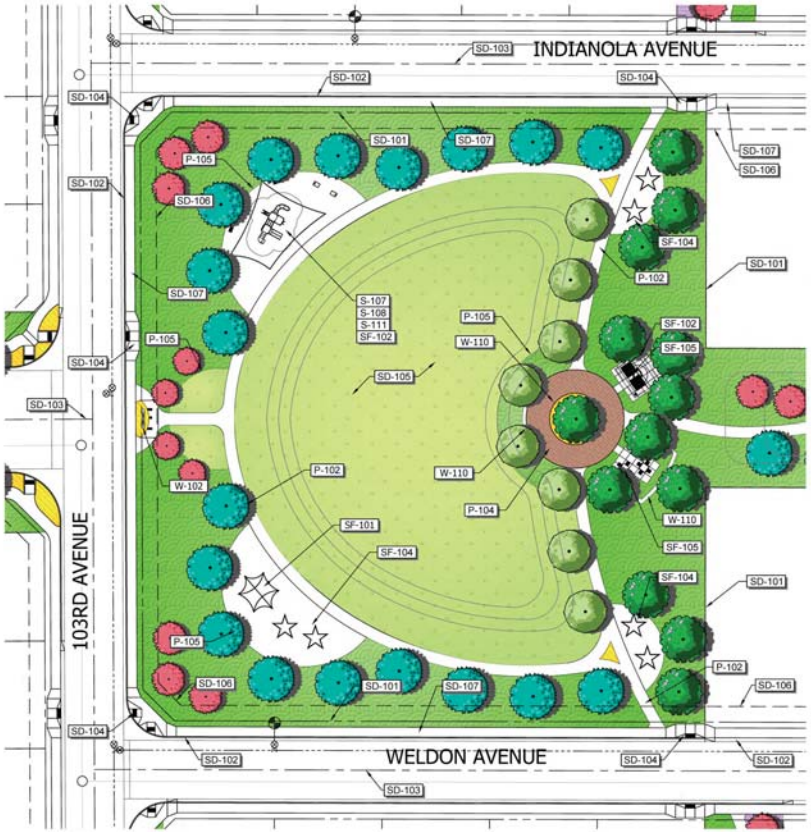
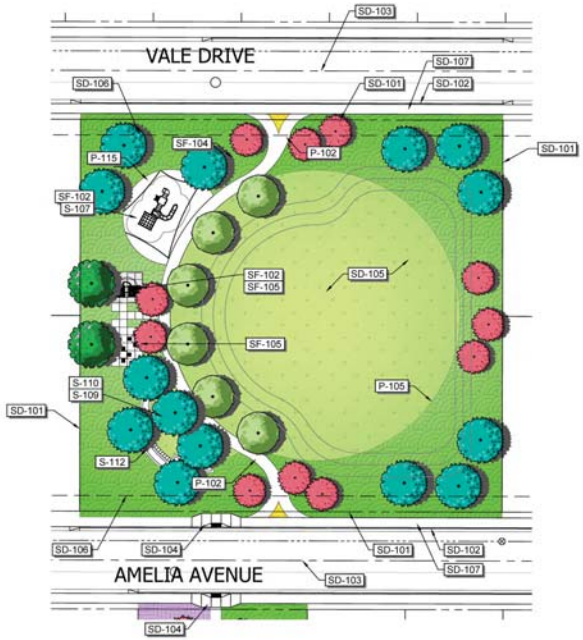



Park A Enlargement




Park B Enlargement

# Parkside

Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue

## REFERENCE NOTES SCHEDULE

| CODE | PAVING DESCRIPTION |
|---|---|
| P-101 | SIDEWALK - 4'-0"W |
| P-102 | SIDEWALK - 6'-0"W |
| P-103 | SIDEWALK - 10'-0"W |
| P-104 | PEDESTRIAN ACCENT PAVING |
| P-105 | CONCRETE HEADER |
| P-106 | ARTIFICIAL TURF |
| P-115 | PLAYGROUND SURFACING |
| P-116 | VEHICULAR ACCENT PAVING |
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| S-102 | RESTROOM BUILDING |
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| S-108 | PLAYGROUND SWING |
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| S-111 | PARK GAME ELEMENT |
| S-112 | RAISED PLANTER |
| CODE | SITE DEVELOPMENT DESCRIPTION |
| SD-101 | LOT / PROPERTY LINE (PER CIVIL) |
| SD-102 | CURB & GUTTER (PER CIVIL) |
| SD-103 | ROAD CENTERLINE (PER CIVIL) |
| SD-104 | CURB RAMP (PER CIVIL) |
| SD-105 | RETENTION BASIN (PER CIVIL) |
| SD-106 | P.U.E. (PER CIVIL) |
| SD-107 | 5'-0"W ATTACHED SIDEWALK (PER CIVIL) |
| SD-108 | 5'-0"W DETACHED SIDEWALK (PER CIVIL) |
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| CODE | SITE FURNISHINGS DESCRIPTION |
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| SF-102 | SHADE RAMADA |
| SF-103 | POOL FURNISHINGS |
| SF-104 | TRAIL FITNESS EQUIPMENT |
| SF-105 | PARK FURNISHING |
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0 30 60 90 120 feet

1" = 30'

NORTH

Note: Final plant locations and quantities will be determined during Final Landscape Plan submittal in accordance with City requirements (ZO section 12)

## SITE LIGHTING LEGEND

- E — ELEC. SERVICE AT MONUMENT SIGN
- A — 10' AREA LIGHT POLE
- B — 3.5' BOLLARD PATH LIGHT
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## Landscape Plan Enlargement
## Parks A & B

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# Parkside

Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue

Park C Enlargement

Park D Enlargement

## SITE LIGHTING LEGEND

- E — ELEC. SERVICE AT MONUMENT SIGN
- A — 10' AREA LIGHT POLE
- B — 3.5' BOLLARD PATH LIGHT
- C — 20' SPORTS COURT LIGHT
- D — RAMADA LIGHT

## REFERENCE NOTES SCHEDULE

| CODE | PAVING DESCRIPTION |
|---|---|
| P-101 | SIDEWALK - 4'-0"W |
| P-102 | SIDEWALK - 6'-0"W |
| P-103 | SIDEWALK - 10'-0"W |
| P-104 | PEDESTRIAN ACCENT PAVING |
| P-105 | CONCRETE HEADER |
| P-106 | ARTIFICIAL TURF |
| P-115 | PLAYGROUND SURFACING |
| P-116 | VEHICULAR ACCENT PAVING |
| | **SITE IMPROVEMENTS** |
| CODE | DESCRIPTION |
| S-101 | COMMUNITY POOL |
| S-102 | RESTROOM BUILDING |
| S-103 | FULL SIZE BASKETBALL COURT |
| S-104 | HALF-SIZE BASKETBALL COURT |
| S-105 | SAND VOLLEYBALL COURT |
| S-106 | BOCCE BALL COURT |
| S-107 | PLAYGROUND STRUCTURE |
| S-108 | PLAYGROUND SWING |
| S-109 | SCULPTURAL SEATING |
| S-110 | FREE-PLAY / ROCK CLIMBER |
| S-111 | PARK GAME ELEMENT |
| S-112 | RAISED PLANTER |
| | **SITE DEVELOPMENT** |
| CODE | DESCRIPTION |
| SD-101 | LOT / PROPERTY LINE (PER CIVIL) |
| SD-102 | CURB & GUTTER (PER CIVIL) |
| SD-103 | ROAD CENTERLINE (PER CIVIL) |
| SD-104 | CURB RAMP (PER CIVIL) |
| SD-105 | RETENTION BASIN (PER CIVIL) |
| SD-106 | P.U.E. (PER CIVIL) |
| SD-107 | 5'-0"W ATTACHED SIDEWALK (PER CIVIL) |
| SD-108 | 5'-0"W DETACHED SIDEWALK (PER CIVIL) |
| SD-109 | PARKING STALL (PER CIVIL) |
| | **SITE FURNISHINGS** |
| CODE | DESCRIPTION |
| SF-101 | SHADE STRUCTURE |
| SF-102 | SHADE RAMADA |
| SF-103 | POOL FURNISHINGS |
| SF-104 | TRAIL FITNESS EQUIPMENT |
| SF-105 | PARK FURNISHING |
| SF-106 | VINE TRELLIS AT 99TH AVENUE |
| | **WALL** |
| CODE | DESCRIPTION |
| W-101 | PRIMARY MONUMENT SIGNAGE |
| W-102 | SECONDARY MONUMENT SIGNAGE |
| W-110 | SEAT WALL |
| W-120 | CITY OF AVONDALE WAYFINDING SIGN |

0 30 60 90 120 feet

1" = 30'

NORTH

Note: Final plant locations and quantities will be determined during Final Landscape Plan submittal in accordance with City requirements (ZO section 12)

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## Landscape Plan Enlargement
## Parks C & D

Note: Park layouts are conceptual and intended for illustration purposes only. Final layout and equipment installed may vary. All amenity imagery is conceptual and shown to convey the general aestetic and types of equipment proposed and is not intended to be a final depiction. Exact locations of proposed equipment shown are conceptual and not final.

## Plant Schedule:

| TREES | BOTANICAL / COMMON NAME | CONT | REMARKS |
|---|---|---|---|
| | CHILOPSIS LINEARIS `LOPUR` PPAF<br>DESERT DIVA DESERT WILLOW | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | CORDIA BOISSIERI<br>ANACAHUITA | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | OLEA EUROPAEA `WILSONII`<br>WILSON OLIVE | 24" BOX | 1-1/2" CAL. / SEE STAKING DETAIL |
| | PARKINSONIA X `DESERT MUSEUM`<br>DESERT MUSEUM PALO VERDE | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | PARKINSONIA X `DESERT MUSEUM`<br>DESERT MUSEUM PALO VERDE | 48" BOX | 3" CAL. / SEE STAKING DETAIL |
| | PISTACIA CHINENSIS `RED PUSH`<br>RED PUSH CHINESE PISTACHE | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | PROSOPIS GLANDULOSA `THORNLESS AZT`<br>THORNLESS HONEY MESQUITE | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | QUERCUS VIRGINIANA `HERITAGE`<br>HERITAGE SOUTHERN LIVE OAK | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | SOPHORA SECUNDIFLORA<br>TEXAS MOUNTAIN LAUREL | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | ULMUS PARVIFOLIA<br>CHINESE ELM | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| | X CHITALPA TASHKENTENSIS `PINK DAWN`<br>PINK DAWN CHITALPA | 24" BOX | 2" CAL. / SEE STAKING DETAIL |
| **SHRUBS** | **BOTANICAL / COMMON NAME** | **CONT** | **REMARKS** |
| | BOUGAINVILLEA X `BARBARA KARST`<br>BARBARA KARST BOUGAINVILLEA | 5 GAL. | PRUNE ANY FROZEN BRANCHES IN MARCH. SELECTRIVE PRUNE AS NEEDED |
| | BOUGAINVILLEA X `ROSENKA`<br>ROSENKA BOUGAINVILLEA TRELLIS | 5 GAL. | PRUNE ANY FROZEN BRANCHES IN MARCH. SELECTRIVE PRUNE AS NEEDED |
| | CAESALPINIA GILLIESII<br>YELLOW BIRD OF PARADISE | 5 GAL. | PRUNE DEAD BRANCHES ONLY. DO NOT PRUNE TO GROUND IN SPRING. |
| | CAESALPINIA MEXICANA<br>MEXICAN BIRD OF PARADISE | 5 GAL. | PRUNE DEAD BRANCHES ONLY. DO NOT PRUNE TO GROUND IN SPRING. |
| | CALLISTEMON VIMINALIS `LITTLE JOHN`<br>DWARF WEEPING BOTTLEBRUSH | 5 GAL. | SELECTIVE PRUNE IN SPRING AS NEEDED IN SUMMER. DO NOT SHEER. |
| | LEUCOPHYLLUM LAEVIGATUM<br>CHIHUAHUAN SAGE | 5 GAL. | SELECTIVELY PRUNE IN SPRING AS NEEDED IN SUMMER. DO NOT SHEER. DO NOT PRUNE BEFORE SEASONAL BLOOM. |
| | LEUCOPHYLLUM LANGMANIAE `LYNN`S LEGACY`<br>BAROMETERBUSH | 5 GAL. | SELECTIVELY PRUNE IN SPRING AS NEEDED IN SUMMER. DO NOT SHEER. DO NOT PRUNE BEFORE SEASONAL BLOOM. |
| | LEUCOPHYLLUM ZYGOPHYLLUM `CIMARRON` TM<br>CIMMERON | 5 GAL. | SELECTIVELY PRUNE IN SPRING AS NEEDED IN SUMMER. DO NOT SHEER. DO NOT PRUNE BEFORE SEASONAL BLOOM. |
| | RUELLIA BRITTONIANA<br>BLUE BELLS | 5 GAL. | SELECTIVELY PRUNE IN SPRING AS NEEDED IN SUMMER. DO NOT SHEER. |
| | RUELLIA PENINSULARIS<br>WILD PETUNIA | 5 GAL. | SELECTIVELY PRUNE IN SPRING AS NEEDED IN SUMMER. DO NOT SHEER. |
| | RUSSELIA EQUISETIFORMIS<br>FIRECRACKER PLANT | 5 GAL. | SELECTIVELY PRUNE IN SPRING AS NEEDED IN SUMMER. DO NOT SHEER. REMOVE ALL DEAD BRANCHES MAR. 15 |
| **ACCENTS** | **BOTANICAL / COMMON NAME** | **CONT** | **REMARKS** |
| | AGAVE DESMETTIANA<br>DWARF CENTURY PLANT | 5 GAL. | PRUNE ANY UNHEALTHY / DYING LEAVES. |
| | AGAVE GEMINIFLORA<br>CENTURY PLANT | 5 GAL. | PRUNE ANY UNHEALTHY / DYING LEAVES. |
| | AGAVE VILMORINIANA<br>OCTOPUS AGAVE | 5 GAL. | PRUNE ANY UNHEALTHY / DYING LEAVES. |
| | ALOE BARBADENSIS<br>BARBADOS ALOE | 5 GAL. | PRUNE ANY UNHEALTHY / DYING LEAVES. PRUNE DEAD FLOWER STALKS IN JULY. |
| | ALOE X `BLUE ELF`<br>ALOE | 5 GAL. | PRUNE ANY UNHEALTHY / DYING LEAVES. PRUNE DEAD FLOWER STALKS IN JULY. |
| | DASYLIRION LONGISSIMUM<br>TOOTHLESS DESERT SPOON | 5 GAL. | REMOVE ANY DEAD LEAVES / SHEER DEAD TIPS AT OWNERS REQUEST ONLY. |
| | FOUQUIERIA SPLENDENS<br>OCOTILLO | 5 GAL. | DO NOT OVER WATER. PROVIDE GOOD DRAINAGE. |
| | HESPERALOE PARVIFLORA `BRAKELIGHTS` TM<br>BRAKELIGHTS RED YUCCA | 5 GAL. | DO NOT SHEER. REMOVE ANY DEAD FLOWER STALKS IN JULY. |
| | HESPERALOE PARVIFLORA `YELLOW`<br>YELLOW YUCCA | 5 GAL. | DO NOT SHEER. REMOVE ANY DEAD FLOWER STALKS IN JULY. |
| | MUHLENBERGIA CAPILLARIS `REGAL MIST` TM<br>MUHLY | 5 GAL. | PRUNE BACK ALL FOILAGE TO A DOME SHAPE IN LATE FEBRUARY. |
| | MUHLENBERGIA LINDHEIMERI `AUTUMN GLOW` TM<br>LINDHEIMER`S MUHLY | 5 GAL. | REJUVENATE PLANT EVERY OTHER YEAR BY PRUNING BACK ALL FOILAGE TO A DOME SHAPE IN LATE FEBRUARY. |
| | MUHLENBERGIA RIGENS<br>DEER GRASS | 5 GAL. | REJUVENATE PLANT EVERY OTHER YEAR BY PRUNING BACK ALL FOILAGE TO A DOME SHAPE IN LATE FEBRUARY. |
| | PEDILANTHUS MACROCARPUS<br>SLIPPER PLANT | 5 GAL. | REMOVE DEAD / DYING BRANCHES IN SPRING. |
| **GROUND COVERS** | **BOTANICAL / COMMON NAME** | **CONT** | **REMARKS** |
| | CARISSA MACROCARPA `GREEN CARPET`<br>GREEN CARPET NATAL PLUM | 5 GAL. | PRUNE BACK ANY FROST DAMAGE IN SPRING. DO NOT SHEER |
| | EREMOPHILA GLABRA `MINGENEW GOLD`<br>EMU BUSH | 5 GAL. | REMOVE DEAD BRANCHING IN MARCH. REMOVE SPENT FLOWER PETALS IN JUNE. |
| | LANTANA CAMARA `DALLAS RED`<br>DALLAS RED LANTANA | 5 GAL. | PRUNE BACK DEAD FOILAGE TO 6" MAR. 30 |
| | LANTANA CAMARA `GOLD MOUND`<br>GOLD MOUND LANTANA | 5 GAL. | PRUNE BACK DEAD FOILAGE TO 6" MAR. 30 |
| **VINES** | **BOTANICAL / COMMON NAME** | **CONT** | **REMARKS** |
| | BOUGAINVILLEA X `BARBARA KARST`<br>BARBARA KARST BOUGAINVILLEA | 5 GAL. | PRUNE DEAD FOILAGE IN SPRING. |

## Monthly Maintenance Schedule:

### January

- LAWN MAINTENANCE: PERENNIAL RYE GRASS (IF TURF WAS OVER-SEEDED)
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.

### February

- LAWN MAINTENANCE: PERENNIAL RYE GRASS (IF TURF WAS OVER-SEEDED)
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.
  - ADD WEED CONTROL APPLICATION AS NEEDED TO CONTROL SPRING WEEDS.
- PRUNE ALL GRASSES BACK TO ENCOURAGE SPRING GROWTH.
- HAND-PRUNE OLDER SHRUBS AS NEEDED TO ENCOURAGE NEW GROWTH.

### March

- LAWN MAINTENANCE: PERENNIAL RYE GRASS (IF TURF WAS OVER-SEEDED)
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.
  - ADD WEED CONTROL APPLICATION AS NEEDED TO CONTROL SPRING WEEDS.
- HAND-PRUNE OLDER SHRUBS AS NEEDED TO ENCOURAGE NEW GROWTH.

### April

- LAWN MAINTENANCE: PERENNIAL RYE GRASS (IF TURF WAS OVER-SEEDED)
  - MOW RYE GRASS AT 3/4" HEIGHT TO ENCOURAGE DIE-BACK AND TRANSITION TO BERMUDA GRASS.
- PRUNE ALL PLANTS WITH FLOWER STALKS TO REMOVE ALL DEAD STALKS AND SEEDS AFTER THE BLOOMING PERIOD HAS ENDED.

### May

- LAWN MAINTENANCE: PERENNIAL RYE GRASS (IF TURF WAS OVER-SEEDED)
  - MOW RYE GRASS AT 1/2" HEIGHT TO ENCOURAGE DIE-BACK AND TRANSITION TO BERMUDA GRASS.
  - MAINTAIN RYE GRASS AT APPROXIMATELY 1/2" HEIGHT WITH A REEL LAWN MOWER UNTIL THE OVERSEED DIES.

### June

- LAWN MAINTENANCE: BERMUDA GRASS
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.
  - RECOMMENDED MOWER HEIGHT ~ 1-1/2"
  - THATCH IF NEEDED TO REMOVE DEAD RYE GRASS.
  - AERATION IS RECOMMENDED ON LAWNS TWO-YEARS OF AGE OR OLDER ON A BI-YEARLY BASIS.

### July

- LAWN MAINTENANCE: BERMUDA GRASS
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.
  - RECOMMENDED MOWER HEIGHT ~ 1-1/2"

### August

- LAWN MAINTENANCE: BERMUDA GRASS
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.
  - RECOMMENDED MOWER HEIGHT ~ 1-1/2"

### September

- LAWN MAINTENANCE: BERMUDA GRASS
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.
  - REDUCE MOW HEIGHT WEEKLY FROM 1-1/2" TO 1" TO 1/2" ON THE THIRD WEEK OF SEPTEMBER.
  - REDUCE WATERING BY 1/2 SO ANY TREES IN THE TURF AREA WILL STILL RECEIVE MOISTURE.

### October

- LAWN MAINTENANCE: PERENNIAL RYE GRASS
  - SCALP AND LIGHTLY DE-THATCH BERMUDA GRASS NO EARLIER THAN THE LAST WEEK OF SEPTEMBER.
  - REPAIR IRRIGATION SYSTEM TO ENSURE ALL TURF AREAS ARE FULLY COVERED BY SPRINKLER HEADS. REPAIR AND ADJUST SPRAY HEADS AS NEEDED.
  - OVER-SEED RYE GRASS AT A RATE OF 2 LBS / 100 S.F.
  - WATER 4-5 TIMES DAILY OR AS NEEDED TO ESTABLISH RYE GRASS SEED.
- PRUNE ANY OVERGROWN SHRUBS WITH HAND PRUNERS WITH A NATURAL METHOD OF PRUNING. NO MECHANICAL SHEARING METHODS TO BE USED.

### November

- LAWN MAINTENANCE: PERENNIAL RYE GRASS
  - ALLOW RYE GRASS TO GROW TO 2-3" IN HEIGHT BEFORE MOWING. MOW THE RYE GRASS TO A HEIGHT NO LOWER THAN 2".
  - ONCE ESTABLISHED AND GRASS APPEARS FULL AND HEALTHY, THE MOWER HEIGHT MAY BE LOWERED. MAINTAIN AT ~1-1/2" - 2" IN HEIGHT AS NECESSARY.

### December

- LAWN MAINTENANCE / PERENNIAL RYE GRASS
  - FERTILIZE AT A 3-1-2 RATIO WITH NITROGEN, PHOSPHORUS, POTASSIUM.
- SPRAY A WEED-CONTROL AGENT IN DECOMPOSED GRANITE PLANTING AREAS BY MID-DECEMBER AS A PREVENTATIVE MEASURE.

## General Maintenance Notes:

- TREES WILL NEED TO BE PRUNED AT LEAST ONCE IN THE SPRING; SOME FAST GROWING TREE SPECIES WILL ALSO NEED TO BE PRUNED DURING THE SUMMER AND FALL MONTHS. ALL NEWLY PLANTED TREES SHALL BE STAKED AND ALL TREES SHALL BE THINNED PRIOR TO MONSOON SEASON. SEE MONTHLY MAINTENANCE SCHEDULE FOR MORE INFORMATION.
- PALM TREES, AGAVES, YUCCAS, DESERT SPOONS, CACTUS, AND OTHER ACCENT SPECIES WILL NEED TO BE MAINTAINED ON AN INDIVIDUAL BASIS AS NEEDED.
- DECOMPOSED GRANITE PLANTING AREAS SHALL BE RAKED TWICE A MONTH MINIMUM.

## Landscape Maintenance Intent:

THE DESIGN AND IMPLEMENTATION OF A LANDSCAPE FOR A RESIDENTIAL COMMUNITY SHOULD INCLUDE SPECIFIC GUIDELINES ON HOW THE PLANT MATERIAL IS TO BE MAINTAINED THROUGH THE SEASONS OF THE YEAR AND THROUGHOUT THE LIFE OF THE COMMUNITY. PLANT VARIETIES HAVE BEEN CHOSEN AND DESIGNED WITH THE GOAL TO MINIMIZE OVER-CROWDING, OVER-PRUNING, AND OVER-WATERING IN MIND.

ALL PLANT MATERIAL SHALL BE PRUNED WITH THE 'SELECTIVE PRUNING TECHNIQUE'. THIS METHOD ENCOURAGES THE NATURAL FORM OF THE PLANT TO BE MAINTAINED WHICH PROMOTES HEALTHY BRANCH DEVELOPMENT AND CREATES A NATURAL APPEARANCE FOR THE PLANT MATERIAL. SHRUBS AND ACCENTS SHOULD NEVER BE PRUNED WITH HEDGE SHEARS. THE 'HIGH-LOW' TECHNIQUE USING HAND PRUNERS IS RECOMMENDED FOR SHRUB AND GROUNDCOVERS (IF NEEDED). FREQUENCY FOR SHRUB PRUNING SHOULD BE 1 - 2 TIMES PER YEAR.

FROST SENSITIVE PLANTS SUCH AS LANTANA, RED BIRD OF PARADISE, AND TECOMA MAY RECEIVE A 'CORRECTIVE PRUNING' AFTER THE THREAT OF FROST HAS PASSED, GENERALLY AT THE END OF MARCH. GROWTH INHIBITORS MAY BE USED. FOLLOWING THESE GENERAL GUIDELINES SHOULD REDUCE MAINTENANCE COSTS SIGNIFICANTLY WHILE PLANTS ARE ALLOWED TO THRIVE IN A HEALTHIER, NATURAL CONDITION.

## Drip Irrigation Watering Schedule:

| DAILY HIGH TEMP. | WATERING HRS. | INTERVAL | EMITTER ALLOCATION |
|---|---|---|---|
| 50°-70° F | 0.5 HOURS | EVERY 5 DAYS | SEE PLANT SCHEDULE |
| 70°-85° F | 1.0 HOURS | EVERY 3-4 DAYS | SEE PLANT SCHEDULE |
| 85°-100°F | 1.25 HOURS | EVERY 3 DAYS | SEE PLANT SCHEDULE |
| 100°F + | 2.0 HOURS | EVERY OTHER DAY | SEE PLANT SCHEDULE |

## Turf Irrigation Watering Schedule:

ALL NEWLY SODDED (OR SEEDED) TURF AREAS TO BE SUFFICIENTLY DEEP WATERED DURING THE ESTABLISHMENT PERIOD. CONTRACTOR SHALL UTILIZE THE 'CYCLE-SOAK' PROGRAMMING OPTION ON THE IRRIGATION CONTROLLER TO MINIMIZE RUNOFF AND MINIMIZE PONDING. THE QUANTITY OF WATER USED SHALL BE DETERMINED BY THE AMOUNT OF WATER APPLIED IN A GIVEN AREA OF TURF (AKA THE PRECIPITATION RATE), AND THE RECOMMENDED AMOUNT OF WATER NEEDED TO KEEP BERMUDA AND RYE GRASS HEALTHY FOR THE GIVEN TIME OF YEAR. SMART CLOCKS (IRRIGATION CONTROLLERS) UTILIZING WEATHER DATA OR RAIN SENSORS MAY BE USED TO ACHIEVE THIS.

REGARDLESS OF RECOMMENDATIONS STATED HERE OR THE SMART CONTROLLER SYSTEM USED FOR WEATHER MONITORING, THE CONTRACTOR IS ULTIMATELY RESPONSIBLE FOR ENSURING THAT THE PROPER AMOUNT OF WATER IS APPLIED TO KEEP THE TURF HEALTHY AND GREEN. REFER TO THE SUGGESTED MONTHLY WATERING REQUIREMENT TABLE BELOW.

## Bermuda Grass Monthly Water Requirements:

| MONTHLY IRRIGATION | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | ANNUAL TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| HIGH TURF QUALITY | 1.7" | 2.4" | 4.0" | 5.9" | 7.3" | 7.4" | 7.7" | 7.3" | 5.6" | 4.2" | 2.5" | 1.6" | 57.5" |
| ACCEPTABLE TURF QUALITY | 1.5" | 2.0" | 3.6" | 5.3" | 6.3" | 7.0" | 7.4" | 6.4" | 5.0" | 3.9" | 2.1" | 1.5" | 52.0" |

NOTE: TURF GRASS CONSUMPTIVE USE VALUES FOR THE PHOENIX AREA WERE DEVELOPED BY THE UNIVERSITY OF ARIZONA COOPERATIVE EXTENSION SERVICE.

# Parkside

Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue

## Specific Maintenance Directives:

Example of Improper Pruning

SHEAR ONLY WHAT IS NECESSARY ON ACCENTS TO REMOVE DEAD OR DYING LEAVES; OVERSHEARING IS HARMFUL AND LOOKS UNNATURAL.

Example of Improper Shearing

USE A NATURAL SHERAING METHOD FOR ALL PLANTS; THE 'BALL' SHAPE SHOWN IS UNNATURAL AND NOT HEALTHY.

Proper Natural Selective Pruning

PROPER PRUNING OF PLANTS WILL PROMOTE HEALTHIER, MORE ATTRACTIVE LANDSCAPES WHILE ALSO REDUCING MAINTENANCE COSTS OVER THE LIFESPAN OF THE PLANT.

Heading Back Plants in Spring

WHILE IT MAY APPEAR COUNTER-INTUITIVE, HEADING BACK CERTAIN PLANTS IN THE SPRING WILL PROMOTE STRONGER, HEALTHIER PLANTS OVERALL.

Note: Final plant locations and quantities will be determined during Final Landscape Plan submittal in accordance with City requirements (ZO section 12)

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Landscape Maintenance Schedule

8-10 Person Static

2-Level Horizontal Bars

Back & Arms Combo

ADA Hand Cycle

2-Person Dips Station

Full Bar Exercise

2-Person Lat Pull

2-Person Sit-Up Bench

Parallel Bars

3-Person Static Combo

4-Person Combo Bars

Adjustable Butterfly

Back Extension

Balancing Plate

ADA Vertical Press

Horizontal Ladder

Leg Extension

Multi-Level Bars

Plyometric Steps

Rowing Machine

Half-Court Basketball

Pool

Full-Court Basketball

Outdoor Movie Screen at Pool

DG Trails

sand Volleyball

Active Lawn

Bocce-ball Court

Shaded Seating Areas

# Parkside

Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue

*Note: Products and images shown are precedent and conceptual only to explain the gneral character of amenities. Actual products chosen and installed may vary from those shown.

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## Concept Amenity Imagery

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S-107 - Playground Structure

S-107 - Playground Structure

S-107 - Playground Structure

S-108 - Playground Swing

S-110 - Free-Play / Rock Climber

S-107 - Playground Structure

S-110 - Free-Play / Rock Climber

S-108 - Playground Swing

SF-101 - Shade Structure

SF-102 - Shade Ramada

SF-102 - Shade Ramada

S-107 - Playground Structure

SF-105 - Park Furnishing

SF-107 - Vine Trellis Along 99th Avenue

S-109 - Sculptural Seating

S-111 - Park Game Element

SF-105 - Park Furnishing

SF-105 - Park Furnishing

S-111 - Park Game Element

SF-105 - Park Furnishing

# Parkside

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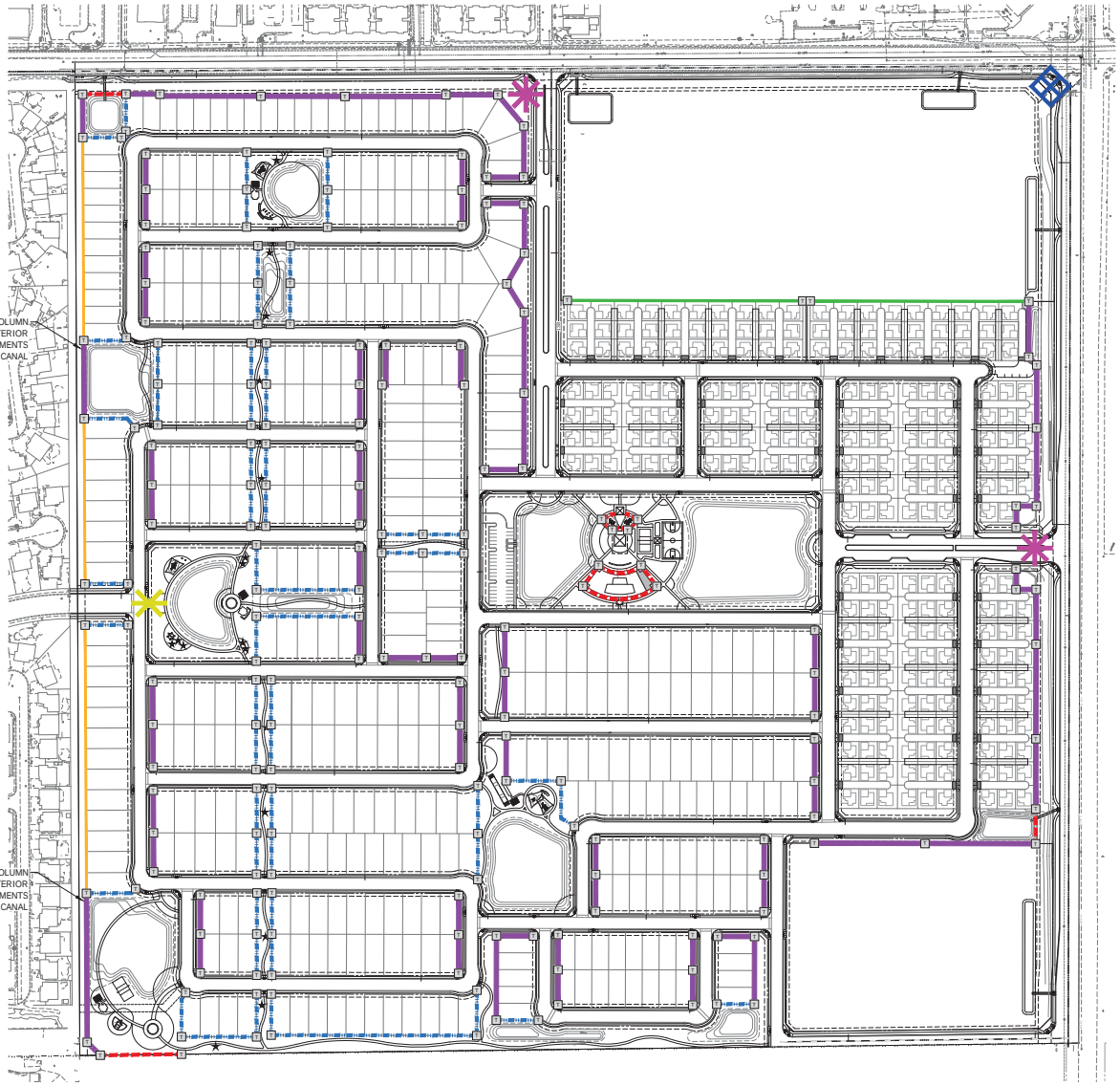
# Exhibit H

## Proposed Wall and Monumentation Plan

Parkside

Submitted
October 7, 2019




# Parkside

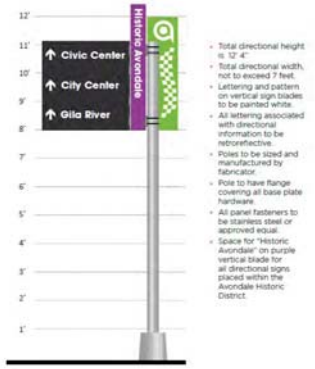
Preliminary Subdivision Plat

W Indian School Road & N 99th Avenue

## WALL SCHEDULE

| SYMBOL | DESCRIPTION |
|---|---|
| W-101 | PRIMARY MONUMENT SIGNAGE |
| W-102 | SECONDARY MONUMENT SIGNAGE |
| W-103 | STANDARD BUILDER WALL |
| W-104 | STANDARD 6" BLOCK WALL |
| W-105 | THEME WALL |
| W-106 | PARTIAL VIEW WALL |
| W-107 | FULL VIEW FENCE |
| W-108 | THEME COLUMN |
| W-120 | CITY OF AVONDALE WAYFINDING SIGN |

Individual blades are fastened to a custom aluminum pole that is painted as brushed aluminum using a poly blend paint. Blades are modular to accommodate change over time adding to the flexibility of the sign design.




Wayfinding Signage

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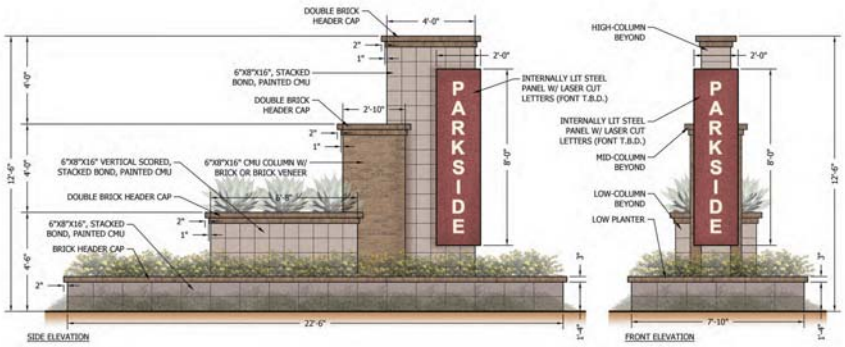
Schematic Site Wall Plan

0 150 300 450 600 feet
1" = 150'
NORTH

# Parkside

Preliminary Subdivision Plat

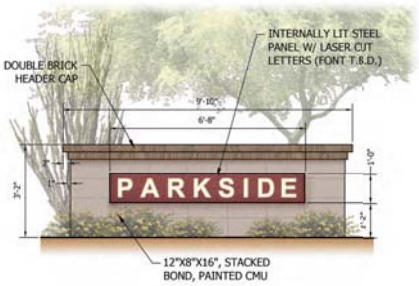
W Indian School Road & N 99th Avenue




W 101 PRIMARY MONUMENT SIGNAGE

3/8" = 1'-0"

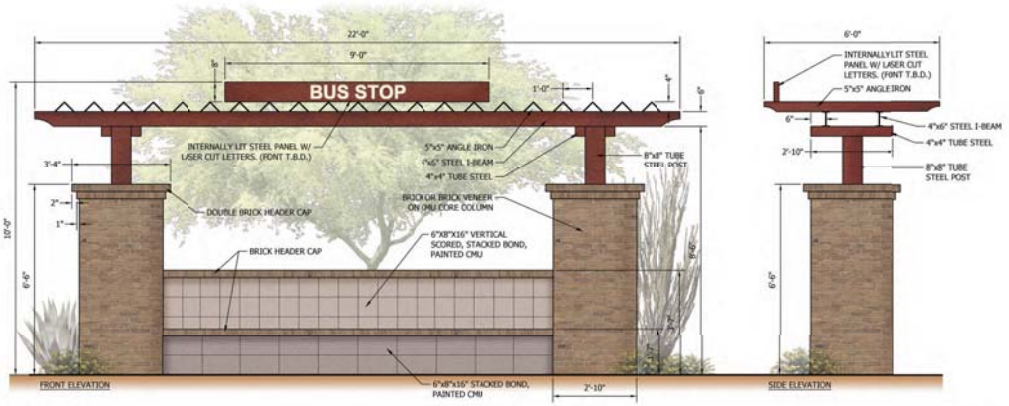
P-RE-PAR3-05




W 102 SECONDARY MONUMENT SIGNAGE

1/2" = 1'-0"

P-RE-PAR3-09




BUS SHELTER

1/2" = 1'-0"

P-RE-PAR3-08

CLUSTER MAILBOX (TYP.)

1/2" = 1'-0"

P-RE-PAR3-06

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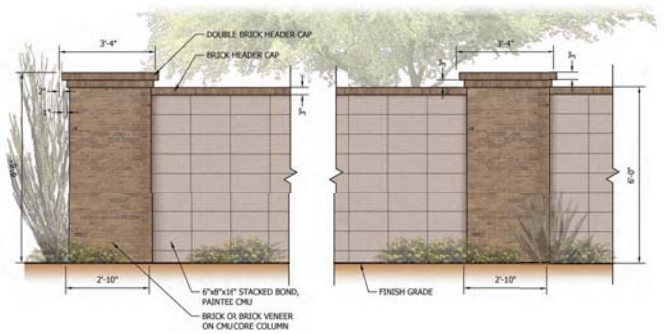
Entry Monument Sign and Site Amenity Elevations

# Parkside

Preliminary Subdivision Plat

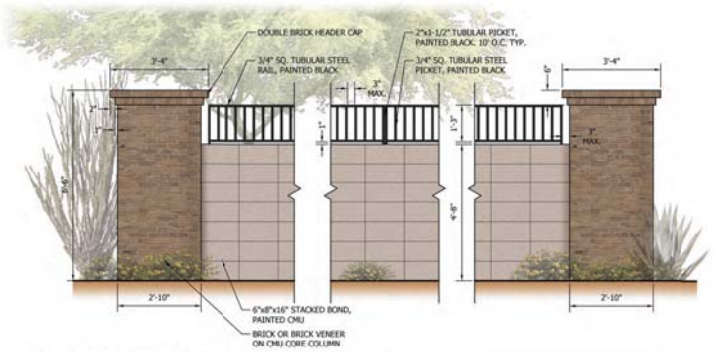
W Indian School Road & N 99th Avenue




W 105 THEME WALL

1/2" = 1'-0"

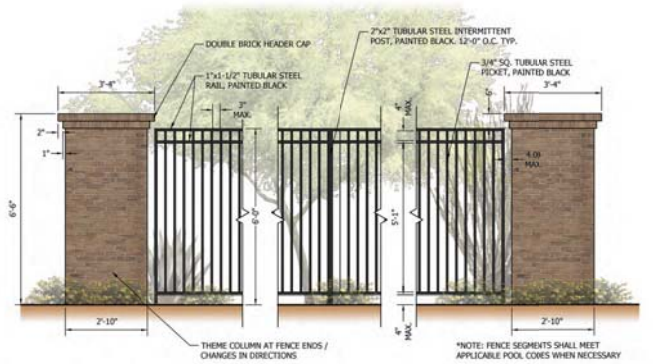
P-RE-PAR3-01




W 106 PARTIAL VIEW WALL

1/2" = 1'-0"

P-RE-PAR3-02




W 10 FULL VIEW FENCE

1/2" = 1'-0"

P-RE-PAR3-04

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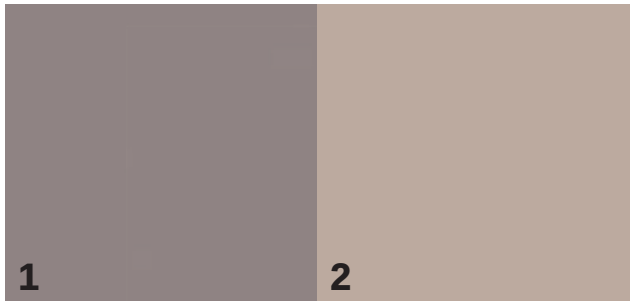
Perimeter Theme Wall Elevations

## Brick Finish

Primary Theme Column Veneer
Single & ouble Wall & Column eader
Monument Sign Accent inish

Modular ace ric rown lashed
By: Pacific Clay (Or Approved Equal)
Light rey Mortar




## Masonry Paint Finish Options

1) Finish for all site wall and monument sign base
2) Finish for all secondary columns and monument sign vertical elements

Acri-Hues Exterior Paint (Flat)
1 - 'Fallen Rock' DE6389 Color
2 - 'Crushed Stone' DE6067 Color
By: Dunn-Edwards (Or Approved Equal)

## Weathered Steel Accent

Monument Sign Accent
us Shelter Accent

By: Contractor (Color Will Naturally Vary)

## Accent Vehicular Paving at Villas

- Accent paving band at auto-court entrances at villas

Stamped asphalt
Final color T.B.D. (Brown Tones)

## Fence Rail Paint Finish

- Finish for all site fence segments

Acri-Hues Exterior Paint (Semi-Gloss)
'Black' DEA187 Color
By: Dunn-Edwards (Or Approved Equal)

6x8x16 Standard
CM loc
Smooth ace

6x8x16 Vertical
Score CM loc
Smooth ace

# Exhibit I

## Certificates of Adequate School Facilities

Pendergast Elementary School District
Tolleson Union High School District

Avondale
Aspiring. Achieving. Accelerating.

# CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a minor PAD amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Parkside Village PAD
Request: Removing uses and reducing numer of units
Current Density Allowed: 4.20
Total number of residential units proposed: 667
Project Manager: Nick Labadie
Acreage/Parcel Size: 163.02
Density Proposed: 4.09

As an authorized representative of the District, please complete the questionnaire below.

**Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?**

Yes X No _____

***If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.***

_____
_____
_____

***Is a school site within the proposed development needed?*** Yes _____ No X
***If answered yes, how many acres is needed for the school site?*** _____

***Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement?*** ***Yes*** _____ ***No*** X

***If answered yes, please explain below:***

_____
_____
_____

**If additional writing space is needed, please attach pages to this form**

Date Reviewed: 11/16/18
School District: Pendergast Elem School District
District Superintendent: DR Lily Matos-DeBlieux
Phone #: 623-772-3300
E-mail: jfimbres@pesd92.org
Signature [redacted]

*It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings*

Avondale
Aspiring. Achieving. Accelerating.

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_____

_____

_____

***Is a school site within the proposed development needed?*** Yes _____ No _____
***If answered yes, how many acres is needed for the school site?*** _____

***Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes _____ No _____***

***If answered yes, please explain below:***

_____

_____

_____

**If additional writing space is needed, please attach pages to this form**

Date Reviewed: **December 11, 2018**
School District: **Tolleson Union High School District #214**
District Superintendent: **Nora Gutierrez**
Phone #: **623-478-4001**
E-mail: **nora.gutierrez@tuhsd.org**

Signatur[redacted]

*It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings*

Item Number: 4.g.

# CITY COUNCIL REPORT

**SUBJECT:** Public Hearing - Conditional Use Permit for BioLife Plasma Services – Application PL-19-0187

**MEETING DATE:** 12/9/2019

---

**TO:** Mayor and Council

**FROM:** Tracy Stevens, Deputy City Manager

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will hold a public hearing and consider a request by Mr. Paul E. Gilbert, Beus Gilbert PLLC, for approval of a Conditional Use Permit (CUP) to allow a plasma center use in the Planned Area Development (PAD) zoning district. The use is proposed on 2.95 gross acres of vacant/undeveloped land located approximately 220 feet north of the northeast corner of McDowell Road and 107th Avenue. The subject property is zoned Harbor Shores PAD, which allows for use of the subject property in accordance with the permitted uses in the City's C-2 (Community Commercial) zoning district; City Council approval of a Conditional Use Permit is required for a plasma center use in the C-2 district. The Council will take appropriate action.

**BACKGROUND:**

The 2.95 gross acre subject property (Exhibits A and B) is located approximately 220 feet north of the northeast corner of McDowell Road and 107th Avenue.

The rectangular parcel was annexed into the City's corporate limits in February 1985 and rezoned to Planned Area Development (PAD) in May 1985 as part of the 113.1-acre Harbor Shores PAD. The Harbor Shores PAD, twice amended, allows for 25.1-acres of commercial development at the intersection of McDowell Road and 107th Avenue. This commercial sub-area, of which the subject parcel is a part, is to be developed with uses and development standards of the City's C-2 (Community Commercial) zoning district. The Harbor Shores PAD also allows for 88.0-acres of single-family residential development expanding out from the southeast corner of 107th Avenue and Encanto Boulevard.

Approximately 13.2 of the PAD's 25.1 commercial acres have been developed with C-2 uses including a behavioral health hospital, medical offices, and a mini-storage facility. The remaining 11.9 acres, inclusive of the subject property, are vacant and undeveloped. The residential component of the Harbor Shores PAD is fully developed with 470 single-family detached residences.

The property is designated by the General Plan 2030 Land Use Map as Local Commercial (Exhibit C) and is located within the boundaries of the North Avondale Specific Plan (NASP). The Local Commercial land use designation provides for the daily needs of goods and services to residents within the surrounding area; uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. The North Avondale Specific Plan furthers goals, policies and objectives of the General Plan 2030 to ensure that the existing residential character of North Avondale is protected through implementation of

compatible design. The site is also located within the Avondale Health-Tech Corridor, a City initiative to create a medically-oriented employment center along McDowell Road from 99th Avenue to the Agua Fria River.

Existing uses and zoning of surrounding properties include:

**North:** Multiple uses occur along the property's northern edge. From east to west:

• A vacant, undeveloped 7.0-acre parcel zoned Harbor Shores Planned Area Development (PAD). The PAD allows for C-2 (Community Commercial) uses on this parcel.

• City of Avondale Fire Station #172, a municipal facility located on 3.4 acres zoned Crystal Gardens PAD.

**East:** Copper Springs Hospital, a 72-bed behavioral health hospital located on 6.0 acres zoned Harbor Shores PAD.

**South:** A vacant, undeveloped 2.0-acre parcel located at the northeast corner of 107th Avenue and McDowell Road, zoned Harbor Shores PAD. The PAD allows for C-2 (Community Commercial) uses on this parcel.

**West:** Multiple uses occur west of the property across 107th Avenue. From north to south:

• Desert Lakes Professional Plaza, a fully developed 6-acre site consisting of seven office buildings that have been divided into a total of ten office condominiums. The property is zoned Crystal Gardens PAD, which allows for C-2 (Community Commercial) uses within the office condominiums.

• A 2.0-acre parcel developed with a Walgreens retail pharmacy. The property is zoned Crystal Gardens PAD.

**SUMMARY OF REQUEST:**
The applicant is requesting approval of Conditional Use Permit (CUP) to operate a plasma center, BioLife Plasma Services, on the subject site (Exhibit E). The property is zoned Harbor Shores PAD, allowing C-2 (Community Commercial) uses. Approval of a CUP is required for plasma center uses in the C-2 zoning district.

A plasma center is commonly defined as a medical facility where patrons provide blood plasma that the facility collects for future sale to hospitals and other institutional medical users. During the plasma collection procedure, a phlebotomist will draw a patron's blood, process the blood to separate the plasma from the blood cells, and then return the blood cells (with the plasma removed) to the patron intravenously. It is typical for plasma centers to provide patrons with payment in return for their plasma donation.

The proposed use will occur in a new single-story, 14,662 square foot rectangular building positioned in the center of the currently undeveloped subject site (see Exhibit E, Tab C for preliminary site plan, landscape plan, floor plan, and elevations). The new building will include spaces for a reception area, exam rooms, two donor floors, a plasma processing area, a plasma storage freezer, and various other associated offices and medical related areas. A total of 113 parking spaces, including 15 covered spaces, are provided, in excess of the minimum Zoning Ordinance requirements (73 spaces required). Access to the property will be from 107th Avenue, with a secondary shared access provided through the abutting property to the south for access to McDowell Road. The primary customer entrance will be located on the building's west elevation adjacent to 107th Avenue and a pedestrian connection is provided from the entryway through the parking lot to the 107th Avenue public sidewalk.

The exterior appearance of the building, and the functions occurring on the site, are most comparable to a laboratory testing facility, dialysis clinic, or similar medical-related facility. Multiple building materials are

incorporated into the design of the proposed building, including refined woodstone masonry, three colors of earth-toned EIFS, and decorative and functional metal accents. Aesthetic interest is further enhanced through varied roofline heights, undulating building wall planes, and use of glazing. The proposed materials, neutral colors, and architectural form have been selected to ensure compatibility with the existing single-family homes in North Avondale. Landscaping exceeding City requirements is provided throughout the site, further enhancing the site's appearance.

According to the applicant's narrative, the facility will employ approximately 50 staff with approximately 12-15 employees on-site at any one time. The plasma center is anticipated to serve donors within a seven-mile radius; the applicant estimates 150 to 200 donors will visit the facility on a typical day, with a busy day seeing up to 250 donors. The proposed BioLife Plasma Services facility will operate between the hours of 6:00 A.M. and 7:00 P.M seven days a week. Patrons of BioLife Plasma Services will receive payment for their donation in the form of a pre-paid debit card.

A separate application for Site Plan/Design Review has been submitted to the City. The application is consistent with the preliminary site plan, landscape plan, and architectural renderings provided as part of the Conditional Use Permit application. The Site Plan/Design Review application cannot be approved until such time that the City Council approves the CUP request; approval of the Site Plan/Design Review application will be administrative.

**PUBLIC PARTICIPATION:**
A neighborhood meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on Wednesday, October 30th in the Sonoran Conference Room at Avondale City Hall. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Arizona Republic were completed at least fifteen days prior to the meeting as required. In addition to the Applicant and Staff, seven persons (four residents, one employee of a nearby business, and two Council Members) attended the Neighborhood Meeting (Exhibit G).

The primary concern of attendees was regarding the potential for increased loitering on the site and that loitering patrons might travel into nearby neighborhoods, commercial centers, or neighborhood parks. The applicants stated that BioLife Plasma Services addresses loitering concerns through the following measures:

• All clients are required to have an appointment. Though walk-in appointments are accepted, no walk-in clients will be taken if there is insufficient seating in the waiting room.

• All clients must wait inside the facility.

• Clients must show proof of permanent residence, pass a physical, and pass random drug testing screenings to be accepted as donors, reducing the number of at-risk persons that attempt to visit the facilities.

• Security cameras are used to monitor the premises. Staff is instructed to call the police if there are any questionable activities occurring on the premises.

Vice Mayor Dennis shared her experience visiting the Glendale BioLife facility, stating that she was impressed by the cleanliness and well-organized operation of the business. The Vice Mayor noted that she initially had many of the same loitering concerns that the residents shared but that seeing the business in operation in Glendale alleviated most of those concerns. The applicant welcomed all other attendees to visit the Glendale facility for a tour to have a complete understanding of how the business operates. The tone of the meeting was generally positive and several attendees stated that they were impressed by the applicant's presentation and the proposed high quality building architecture.

No comments related to the proposal have been posted on the City's aVOICE digital forum; six people have

viewed information about the request.

The applicant has obtained 95 letters and 100 signatures from residents and employees in support of the proposed Conditional Use Permit (Exhibit F). Ninety-five of the 100 petition signatures in support of the project were from the same individuals that provided separate letters. Additionally, the applicant received an email from one of the residents that attended the neighborhood meeting and was initially concerned but subsequently visited and was impressed by visiting BioLife Plasma Services' Glendale location (Exhibit H).

All required notifications for the City Council public hearing have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the meeting via postcards sent on October 30, 2019. The meeting was advertised in the Wednesday, November 6, 2019 edition of the Arizona Republic. Lastly, a public hearing notice sign identifying meeting dates, times, and locations was installed on the property on October 14, 2019. No public comments beyond what is discussed above have been received to date.

**PLANNING COMMISSION ACTION:**
Planning Commission conducted a public hearing on the request on November 21, 2019 and voted 5-0 to recommend approval of the Conditional Use Permit subject to three conditions recommended by Staff. Commissioners had the following questions and/or comments:

- Vice Chair Amos asked if anything was planned for the property directly to the south at the northeast corner of McDowell Road and 107th Avenue. Staff responded that the property was approximately 2 acres and was zoned PAD/C-2. No plans were in for development but it could develop with any number of commercial uses, including retail, restaurant, service, or office uses.

- Commissioner Iwanski asked about the property to the north. Staff responded that the north property was approximately 9 acres and also zoned PAD/C-2, however, because that site has no frontage on an arterial street, it would likely develop for non-commercial uses.

- Applicant Paul E. Gilbert, Beus Gilbert PC, provided a summary of the BioLife Plasma Services business and operations model, highlighting the multiple locations of BioLife in the valley, all of which blend nicely with nearby neighborhoods. Mr. Gilbert also stated that the applicant was happy to work with Staff on this location after initially meeting resistance on a different location.

- Commissioner Iwanski asked if the 50 jobs created by this user will primarily be medical? Mr. Gilbert stated that the majority of jobs will be licensed phlebotomists, though there are also administrative and clerical jobs.

- Commissioner Iwanski inquired, in the event of a major disaster, would the facility be able to function as a traditional blood bank? Mr. Gilbert stated he was not sure, but that the specialized nature of plasma donation will likely not accommodate traditional blood donation. Mr. Gilbert indicated that he would have to check with his client to confirm, but his thought was it would not accommodate that use.

- Vice Chair Amos thanked the applicant for working with City Staff to find a location that was appropriate for the BioLife Plasma Services use.

**ANALYSIS:**
To grant a Conditional Use Permit, five findings must be met as outlined in Zoning Ordinance Section 108.B. Each finding is presented below along with Staff's analysis.

**1. That the proposed use (a) is consistent with the land use designation set forth in the general plan, (b) will further the City's general guidelines and objectives for development of the area, as set forth in**

**the general plan and (c) will be consistent with the desired character for the surrounding area.**

Regarding finding 1(a), the subject property is designated by the General Plan 2030 as Local Commercial. The Local Commercial land use designation provides for the daily needs of goods and services to residents within the surrounding area; uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. The proposed BioLife Plasma Services facility is a medically-oriented service use that generates most of its clientele from a 7-mile radius, consistent with the Local Commercial land use designation. Finding 1(a) has been met.

As to finding 1(b), the subject property is located within the boundaries of the North Avondale Specific Plan area (NASP). The Plan furthers goals, policies and objectives of the General Plan 2030 to ensure that the existing residential character of North Avondale is protected through implementation of compatible design. The proposed single-story office building is a high-quality design that will be compatible with the design character of North Avondale. The building, which utilizes a variety of earth toned materials and forms that will complement the surrounding predominantly residential area, will enhance the aesthetic quality of the area. The intensity of the use, with characteristics most similar to a medical office, laboratory, or clinic, is also appropriate and consistent with the surrounding commercial uses in the area, specifically a behavioral health hospital, medical office complexes, and a retail pharmacy. Finding 1(b) has been met.

Lastly, as to finding 1(c), the site is located within the Avondale Health-Tech Corridor, a City initiative to guide development of medically-oriented employment uses along McDowell Road from 99th Avenue to the Agua Fria River. Plasma center uses provide a medical-related service and employ medical professionals and technicians that will help to further the Health-Tech Corridor concept. Finding 1(c) has been met.

**2. That the use will be (a) compatible with other adjacent and nearby land uses and (b) will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.**

The intensity of the use, traffic generation, parking demand, and hours of operation proposed are consistent and compatible with the existing medical office, retail, restaurant, and service uses occurring in the McDowell Road corridor. Furthermore, BioLife Plasma Services' operational standards which prohibit loitering, require donor appointments, require all waiting to occur inside the facility, limit frequency of donation, and require all donors to show proof of residency and pass a series of medical and drug screenings, are intended to eliminate potential detrimental impacts on adjacent properties, neighborhoods, and the general public welfare. Considering the above operating practices, it is anticipated that the proposed use will not create more significant impacts than existing commercial uses already operating in the area. Finding 2 has been met.

**3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.**

The proposed site plan, landscape plan, and building architecture meets or exceeds all applicable requirements of the Avondale Zoning Ordinance, General Engineering Requirements Manual, and Commercial and Industrial Design Manual, including requirements for parking, landscaping, screening, setbacks, signage, architectural design, and outdoor lighting. On-site circulation has been reviewed by the City Traffic Engineer and Fire Marshal, both of whom have determined that the proposal meets criteria for safe and efficient design.

In addition to development and design standards summarized above, the Avondale Zoning Ordinance requires plasma centers to be located a minimum of 1,320 feet from another plasma center, a non-chartered financial services facility (such as payday loans, title loans), a liquor store, a pawn shop, or a smoke shop/tobacco lounge. The proposed plasma center site exceeds the minimum separation requirements from

all these uses. Finding 3 has been met.

**4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.**

The proposed plasma center use will generate traffic consistent with a medical office use.

Primary access to the subject property will be from 107th Avenue, a Minor Arterial, via a full-access driveway at the northwest corner of the subject parcel. This primary drive will be shared by the City's Fire Station #172 to provide joint access to both facilities. A secondary right-in/right-out ingress/egress to McDowell Road, which is a Major Arterial street, will be provided through the undeveloped property south of the BioLife parcel in an existing cross-access easement. Both 107th Avenue and McDowell Road are designed in this location to accommodate the traffic anticipated to be generated by the proposed plasma center use. Finding 4 has been met.

**5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.**

Three conditions have been included in the Staff recommendation to ensure that potential adverse effects are minimized.

Condition #1 is a standard condition requiring the BioLife Plasma Services facility to develop and operate in conformance with the Conditional Use Permit Narrative and the exhibits thereto (Site Plan, Landscape Plan, etc.).

Condition #2 is a standard condition that specifies that the CUP will expire two (2) years from the date of Council approval if the plasma center use has not commenced operations on the site.

Condition #3, which specifies that all waiting must occur inside the building, loitering on the property is prohibited, and that the facility manager must report any illegal activities to local law enforcement, is recommended to reduce any remaining concerns raised at the Neighborhood Meeting.

Finding 5 has been met.

**DISCUSSION:**

The proposed Conditional Use Permit for BioLife Plasma Services meets all findings for approval as outlined in the Analysis section of this report.

- The proposed BioLife Plasma Services use is consistent with the Local Commercial Land Use designation, will further the City's general guidelines and objectives for development in North Avondale, and advances the City's Health-Tech Corridor initiative along McDowell Road.

- The proposed BioLife Plasma Services use is compatible with nearby land uses and will not be detrimental to persons residing or working in the area.

- The proposed BioLife Plasma Services site plan allows for safe on-site circulation and meets all required development standards including, but not limited to, setbacks, parking, screening, and

landscaping.

- The site has appropriate access to public streets that have adequate capacity to carry the traffic expected to be generated by the proposed BioLife Plasma Services facility.

- Adequate conditions of approval have been incorporated to mitigate adverse effects.

**STRATEGIC PLAN:**
INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage development of businesses in healthcare, technology, and advanced manufacturing.

**BUDGET IMPACT:**
No budget impacts.

**RECOMMENDATION:**
The City Council will conduct a public hearing and recommend **APPROVAL** of Application PL-19-0187 BioLife Plasma Services, a request for a Conditional Use Permit to allow a plasma center in the Harbor Shores Planned Area Development (PAD) zoning district, subject to the following three (3) conditions of approval:

1. Development and use of the site shall conform to the BioLife Plasma Services Conditional Use Permit narrative date stamped September 25, 2019, and all exhibits thereto.

2. In accordance with Section 109 of the Zoning Ordinance, the Conditional Use Permit shall expire two (2) years from the date of approval if the use has not commenced.

3. No loitering shall occur on the property. All clients waiting for appointments must do so inside of the BioLife Plasma Services building. The facility manager or designee shall be responsible for ensuring that any illegal activities believed to be occurring on the premises are reported to local law enforcement.

**PROPOSED MOTION:**
I move that City Council **APPROVE** Application PL-19-0187 BioLife Plasma Services, a request for a Conditional Use Permit to allow a plasma center in the Harbor Shores Planned Area Development (PAD) zoning district, subject to two (3) recommended conditions of approval as listed in the staff report.

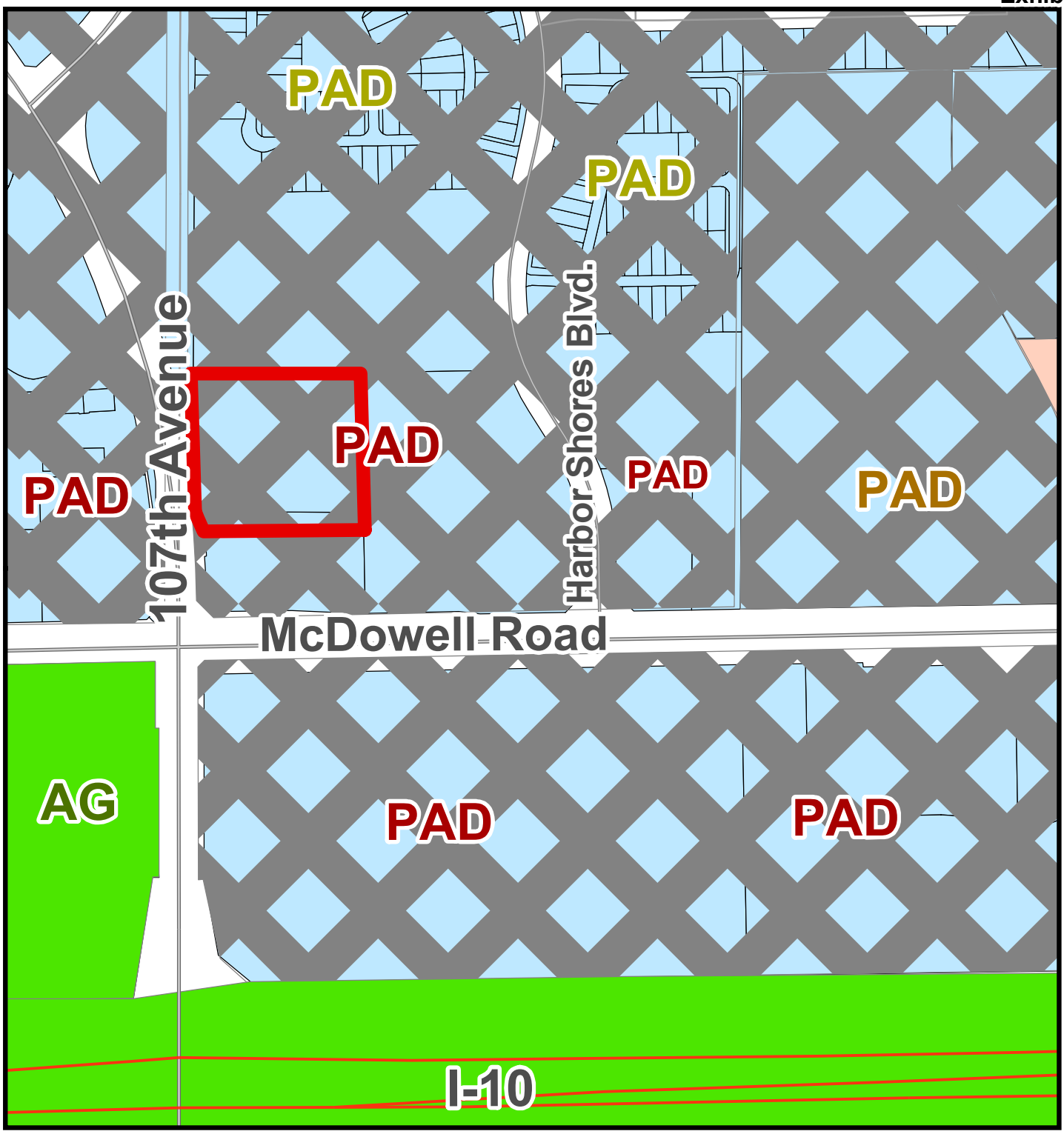
Exhibit A

# Aerial Photograph

Avondale

Subject Property

Exhibit B

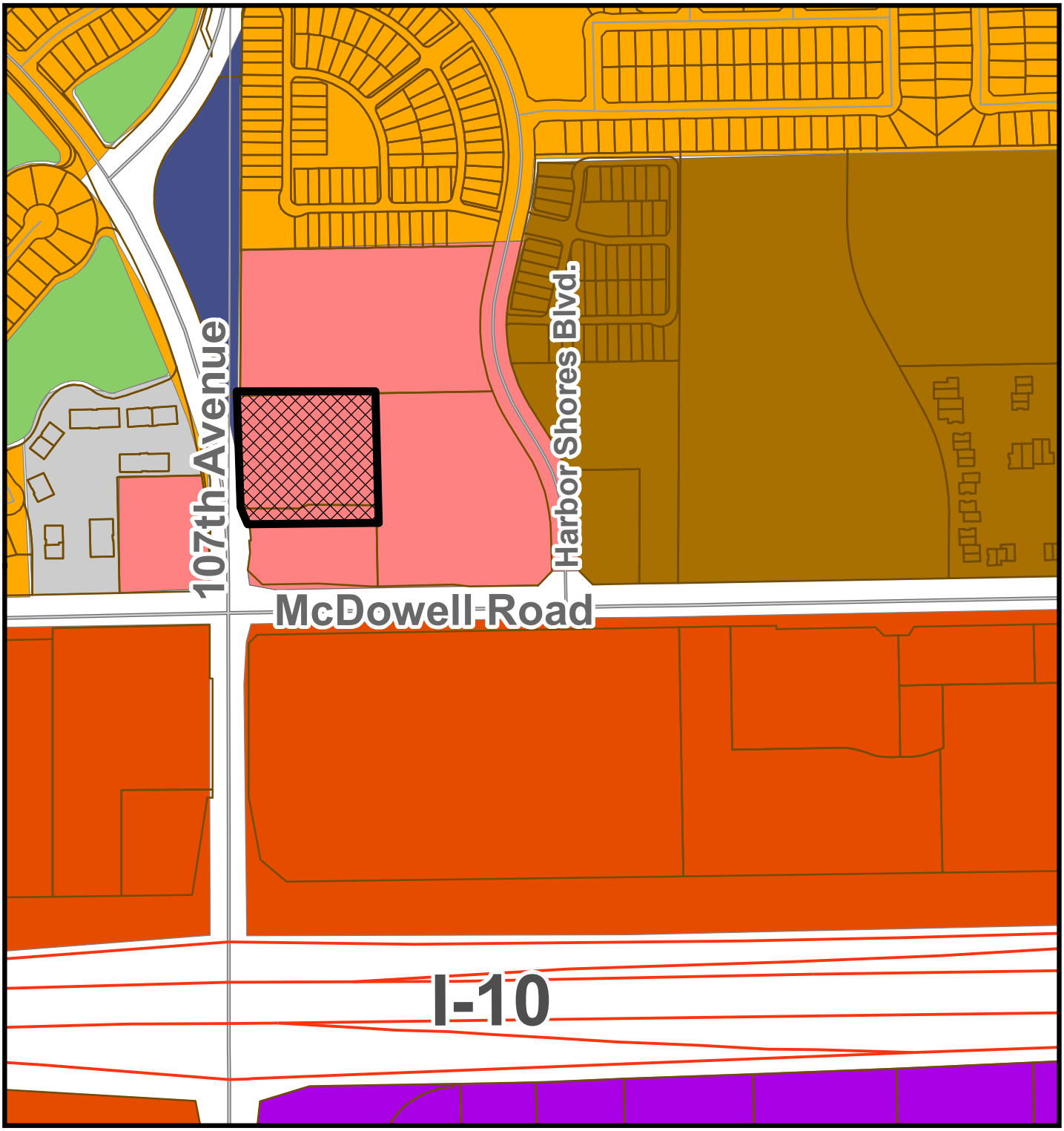



# Zoning Vicinity Map

Avondale

Subject Property

Exhibit C




# General Plan Land Use Map

- Freeway Commercial
- Business Park
- Local Commercial
- Subject Property
- High Density Residential
- Medium Density Residential
- Public/Civic
- Office/Professional
- Open Space and Parks

N

Avondale

*SUMMARY OF RELATED FACTS*
*APPLICATION PL-19-0187*

| *THE PROPERTY* | |
|---|---|
| PROPERTY SIZE | Approximately 2.95 gross acres |
| LOCATION | Approximately 220 feet north of the northeast corner of McDowell Road and 107th Avenue |
| PHYSICAL CHARACTERISTICS | The rectangular property is vacant and undeveloped. An existing driveway entrance to the Avondale Fire Station #172 is located in an access easement at the northwest corner of the parcel. |
| GENERAL PLAN LAND USE DESIGNATION | Local Commercial |
| EXISTING ZONING | Harbor Shores Planned Area Development (PAD) |
| ZONING HISTORY | The property was annexed into the City of Avondale in February 1985 and rezoned to Planned Area Development (PAD), as part of the 113.1-acre Harbor Shores PAD, in May 1985. The PAD permits development of the subject parcel with C-2 (Community Commercial) uses and development standards. |

| *SURROUNDING ZONING AND LAND USE* | |
|---|---|
| NORTH | From east to west:<br>• A vacant, undeveloped 7.0-acre parcel zoned Harbor Shores Planned Area Development (PAD). The PAD allows for C-2 (Community Commercial) uses on this parcel.<br>• City of Avondale Fire Station #172, a municipal facility located on 3.4 acres zoned Crystal Gardens PAD. |
| EAST | Copper Springs Hospital, a 72-bed behavioral health hospital located on 6.0 acres zoned Harbor Shores PAD. |
| SOUTH | A vacant, undeveloped 2.0-acre parcel located at the northeast corner of 107th Avenue and McDowell Road, zoned Harbor Shores PAD. The PAD allows for C-2 (Community Commercial) uses on this parcel. |
| WEST OF 107TH AVENUE | From north to south:<br>• Desert Lakes Professional Plaza, a fully developed 6-acre site consisting of seven office buildings that have been divided into a total of ten office condominiums. The property is zoned Crystal Gardens PAD, which allows for C-2 (Community Commercial) uses within the office condominiums.<br>• A 2.0-acre parcel developed with a Walgreens retail pharmacy. The property is zoned Crystal Gardens PAD. |

| *PUBLIC SCHOOLS* | |
|---|---|
| SCHOOL DISTRICT(S) | Pendergast Elementary School District<br>Tolleson Union High School District |

| | |
|---|---|
| ELEMENTARY SCHOOL | Desert Mirage K-8 |
| HIGH SCHOOL | Westview High School |

| *STREETS* | |
|---|---|
| **107th Avenue** | |
| Classification | Minor Arterial |
| Existing half-street ROW | 55 feet |
| Standard half-street ROW | 55 feet with additional ROW width at turn/deceleration lane locations |
| Existing half-street improvements | 2 paved travel lanes, ½ center turn lane, curb, gutter, sidewalk, and street lights. |
| Standard half-street improvements | 2 paved travel lanes, landscaped center median with left turn lanes, curb, gutter, sidewalk, street lights, landscaping. |

| *UTILITIES* |
|---|
| Domestic water service will be provided to the new building via an existing 16" water line in 107th Avenue. No new public lines will be required to serve this development.<br><br>Sewer service will be provided to the new building via an existing 18" sewer main in McDowell Road which will connect to the property, in an easement, through the undeveloped property south of the site. No new public lines will be required to serve this development.<br><br>Salt River Project (SRP) provides electrical service in this portion of the City. |

# Exhibit E

## Conditional Use Permit Narrative

*Site Plan, Landscape Plan, Building Perspectives*

BioLife Plasma Services

Submitted
September 25,
2019

# NARRATIVE CONDITIONAL USE PERMIT

## CASE NUMBER: PL-19-0187

**PROPOSED BIOLIFE PLASMA SERVICES**
**NORTH OF THE NORTHEAST CORNER OF MCDOWELL ROAD & 107TH AVENUE**
**(COUNTY ASSESSOR PARCEL NUMBER: 102-31-988)**
**ZONED PLANNED AREA DEVELOPMENT (PAD) / COMMUNITY COMMERCIAL USE DISTRICT (C-2)**

The proposal is for the following:

Conditional Use Permit for a plasma center in the Commercial Use District.

The purpose of the above request will allow a plasma center (i.e., BioLife Plasma Services) in the Planned Area Development ("PAD") / ("C-2") Community Commercial Use District. This site is located north of the northeast corner of McDowell Road and 107th Avenue (See **Exhibit A**: *Property Location Map and Context Photos*). Our client proposes a new building for their BioLife Plasma Services. This property is approximately 2.95 gross acres. The proposed use will generate additional tax revenue and contribute an additional health/medical related service in Avondale's Health-Tech Corridor. The proposed use will provide needed tax revenue and a service to the community.

BioLife Plasma Services is an industry leader in the collection of high-quality plasma that is processed into life-saving plasma-based therapies. BioLife Plasma Services operates and maintains numerous state-of-the-art plasma collection facilities in more than half the states throughout the United States - collecting around five million liters of plasma per year. Donors not only contribute the source of life-saving therapeutics, but also contribute to the commercial vitality of their immediate neighborhoods. (See **Exhibit B**: *BioLife Plasma Services' Business Operations Informational* – 2 pages)

Some points about BioLife Plasma Services and plasma donations:

- Licensed by the Food and Drug Administration (FDA).
- Plasma-based therapies are used in the treatment of serious conditions such as hemophilia, immune deficiencies and to treat victims of shock and burns. To learn more about the products made from the plasma, please visit www.shire.com
- Donors mirror the demographics of the surrounding community.

  - ✓ Majority come from within a 7-mile radius of the center.
  - ✓ Approximately 86% are either employed, students, retired or homemakers.
  - ✓ All donors must provide proof of residency, ID and be in good general health.

- Use Debit Cards for donor compensation (no cash on site).
- Utilize online appointment scheduling.

The following is a YouTube video link that outlines their business model, their need in a community, their benefit to the community (i.e., medically, etc.), and the virtues of the plasma business today as compared to the past. https://www.youtube.com/embed/_uw9pHyUlLs

With that said, enclosed for your review is a copy of the proposed use (See **Exhibit C**: *Site Plan, Landscape Plan, Floor Plan, and Conceptual Building Perspectives*). The one-story building will be approximately 14,662 square feet of space. It will contain exam rooms, donor area, conference room, lunch room, large plasma storage freezer area, a supervised play area for children, etc.

The proposed BioLife Plasma Services building/use will fit nicely with the surrounding area. Given the site's location in Avondale's "Heath-Tech Corridor" the proposed use, a medical facility, will complement the area. BioLife Plasma Services typically operates near residential and retail areas for the donation to be a part of an individual's weekly routine with easy access (i.e., parking and location along major streets). It will help to retain (i.e., spending) donation dollars in the immediate area/city. Simply put, it will help the retail areas retain some of those donation dollars as well as infusing the city's sales tax base. The daily hours of operation will be from 6:00 AM to 7:00 PM**,** 7 days a week and are consistent/compatible with the existing commercial/retail uses surrounding the area and they will employ approximately 50 people. Their user base (i.e., those that typically donate) is based on a 7-mile radius and includes students, workers, parents, and seniors. Thus, drawing people into the area and as such keeping much of those donation dollars within the city tax system and surrounding retailers. BioLife Plasma Services will provide diversity/synergy of uses for this corner and future commercial/retail center. Finally, the investment of a million dollar-plus facility will spur additional reinvestment as well as complement the surrounding area with a high-quality designed building/property.

* To provide context regarding the proposed hours of operation, the Walgreen's located across 107th Avenue to the west is open from 7:00 AM to 11:00 PM, Copper Springs behavioral health services abutting the property to the east is open 24-hours, and the City of Avondale Fire-Rescue Station #172 abutting the property to the northwest is on-call 24-hours. This is a major commercial corner, which the proposed BioLife Plasma Services is also buffered by a vacant lot to the north from the residential homes, and as such the hours of operation at this major commercial corner will be computable with those existing/future uses and/or will not be impactful.

The following discusses the findings for approving our Conditional Use Permit pursuant to the City of Avondale's Zoning Ordinance.

**Section 108 - Conditional Use Permit**

…

B. Required Findings

A Conditional Use Permit may only be approved if all the following findings are met:

1. That the proposed use (a) is consistent with the land-use designation set forth in the general plan, (b) will further the City's general guidelines and

objectives for development of the area, as set forth in the general plan and will be consistent with the desired character for the surrounding area.

**Response:** The General Plan Land Use Map shows the property as Local Commercial, which is defined as follows: (*emphasis added*)

> "*Land use category that is used* ***primarily for providing daily needs of goods and services to the residents residing within the surrounding area****. The* ***types of uses allowed*** *in this category specifically for local residents may include: grocery stores, gas stations, neighborhood/retail services, and office and* ***medical uses serving consumers residing in adjacent residential areas****, which promotes a walkable community. Preferred locations are major arterial intersections, although other locations may be deemed acceptable based on the merits of the project. In addition, services that provide shopping and basic services for the immediate area (i.e. "neighborhood commercial") may be allowed in any land-use classification based upon the merits of the development proposal.* ***Generally neighborhood commercial development would not be greater than five acres, and would require adequate buffering to protect surrounding land uses****."*

The proposed BioLife Plasma Services is under 5 acres and is a medical use that will serve the surrounding area as their market is based on a 7-mile radius. Thus, drawing people into the area and supporting the local retailers. In addition, the following goals from the General Plan support our proposed use. They are: (*emphasis added*)

> The proposed use conforms to the City's General Plan's, Land Use Element Goal 1, Policy D, which states:
>
> ***Enhance the attractiveness of the infill parcels as option for new development throughout Avondale****.*
>
> The proposed use conforms to the City's General Plan's, Land Use Element Goal 3, Policy D, which states:
>
> *Ensure* ***adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity****.*
>
> The proposed also conforms to the City's General Plan's, Economic Vitality Element Goal 3, Policy D, which states:
>
> ***Support new development that accommodates business attraction opportunities****.*

The proposed also conforms to the City's General Plan's, Cost of Development Element Goal 1, Policy E, which states:

***Encourage development that will increase the City's sales tax revenues***.

Moreover, the proposed BioLife Plasma Services conforms to the North Avondale Specific Plan ("NASP"), which states: (*emphasis added*)

**Page 7** - *The* ***NASP area contains several small scale retail/office developments, all of which serve surrounding neighborhoods***. *Typical uses in these centers include grocers, restaurant, special retail, automotive services, personal services and professional and* ***medical offices***.

The proposed BioLife Plasma Services is a medical service use. A medical use is compatible with the desired character envisioned by the NASP and the existing development in the area, which includes: CIMS Neurology, Avondale IMS, Sun Valley Pediatric Dentistry, Copper Springs behavioral health services, Rodney's Care and Walgreens as well as the residential homes in the area. As stated, the daily hours of operation will be consistent and compatible with the existing uses in the area from 6:00 AM to 7:00 PM, 7 days a week. Furthermore, the location does not directly abut any residences in the immediate area (i.e., there is vacant land separating the proposed BioLife and the abutting residential homes). It is anticipated that the future retail/commercial development between the subject property and the residences would provide another layer of buffering. However, it should be noted that this use is not considered obtrusive or noisy or would cause any issue with those abutting homes in the interim.

**Objective #1:** *Facilitate the full building out of North Avondale.*

The proposed BioLife Plasma Services will continue development in the area as well as the medical corridor of uses envisioned. The ultimate development of this use will spur additional investment on this property and beyond.

**Objective #6:** *Protect the existing character of North Avondale through compatible design.*

The proposed BioLife Plasma Services building will be a high quality/contemporary medical office building in look and feel. The scale and size of the building (i.e., 1-story building and 14,662 square feet in size) along with the use of diverse materials (i.e., stone veneer, stucco, metal awnings, etc.) as well as a desert color palette will blend/transition nicely with the existing residential homes and commercial/retail buildings in the area. In addition, the landscaping proposed will buffer, enhance the

overall look of the site by providing shade as well as reducing the appearance of a "sea of asphalt."

2. That the use will be compatible with other adjacent and nearby land uses and will not be detrimental to persons residing or working in the area, adjacent property, the neighborhood or the public welfare in general.

**Response:** As previously stated, our client proposes a new construction for their BioLife Plasma Services. This lot is approximately 2.95 gross acres. The building will provide needed tax revenue and a service to the community. Moreover, the proposed use has excellent access to major arterial streets (i.e., 107th Avenue and McDowell Road) as well as internal driveways/parking and will blend nicely with a contemporary medial office design.

To the south of the site is vacant land. East of the site is Copper Springs behavioral health services. North of the site is vacant commercial land, but in the future may be rezoned for residential. To the west of the site is Walgreens. The proposed medical use (i.e., BioLife Plasma Services) is compatible with all the surrounding uses and has easy access to the freeway.

The formal Conditional Use Permit request being submitted will require a neighborhood meeting as well as formal public hearings. It should be noted, we are working with Technical Solutions, a neighborhood outreach coordinator, and they have gone out into the community to advise them of our proposal (i.e., the plasma center) and they have gotten very good responses so far. They have gathered support and they are continuing to walk the neighborhoods and businesses in the area to advise them of the proposal. We will provide a supplemental report of their work prior to hearings. However, we will continue to monitor and work with the community should questions arise, etc. as we continue forward. In summation, the proposed building will not have any injurious or detrimental effect to the adjacent or surrounding properties in the area, because the area has been planned for significant commercial/retail/office types for many years, which this project will be only a small addition to the overall future development; conversely it will provide a benefit by developing a vacant lot and spurring additional development.

3. That the site is adequate in size and shape to accommodate the proposed use, allow safe on-site circulation, and meet all required development standards including, but not limited to, setbacks, parking, screening, and landscaping.

**Response:** The property is of adequate size and shape. The site will have all the necessary, adequate services, onsite circulation (i.e., pedestrian and vehicular) along with right-of-way improvements, including curb, gutter and sidewalks along 107th Avenue. Finally, all requisite setbacks, parking**, screening, and landscaping will meet the current city's Zoning Ordinance Codes.

** The reasons for the additional parking above the Zoning Ordinance's minimum requirement are as follows:

- BioLife Plasma Services is about convenience and ease for their customers (i.e., donors). Ease for a donor is defined as parking, processing, and making the donation itself. However, the time to donate (i.e., from beginning to end) takes approximately 50 minutes, so the need/visual impression that there is enough parking for those donating and waiting is important.

- The BioLife Plasma Services facility will have 60 beds and 60 people can donate at one time, which means another 20 people can be waiting to donate. Again, the need/visual impression that there is enough parking for those donating and waiting is important.

- The number of proposed parking spaces is consistent with their other similarly sized facilities and demand for parking.
- The site plan provides the required landscaping, setbacks and functions adequately and efficiently as designed. The parking spaces are not visually imposing, and the design works well with the property's abutting existing use/site design circulation patterns (i.e., Copper Springs behavioral health services and future commercial development(s)). Moreover, as more development occurs around the property then a donor can park and traverse the property to other uses nearby (e.g., shopping, restaurants, etc.); thus, being more sustainable (i.e., reducing car trips).

- The property is encumbered by a shared parking agreement with the remaining vacant land and the Copper Springs behavioral health services and as

such those not visiting the BioLife Plasma Services facility may also park on their property.

4. That the site has appropriate access to public streets with adequate capacity to carry the type and quantity of traffic generated by the proposed use.

**Response:** Both 107th Avenue and McDowell Road are of adequate sizes and configuration to accommodate the anticipated traffic generated by the proposed use without additional lanes or widening. All right-of-way improvements, including curb, gutter, declaration lanes, median breaks, and sidewalks have been completed.

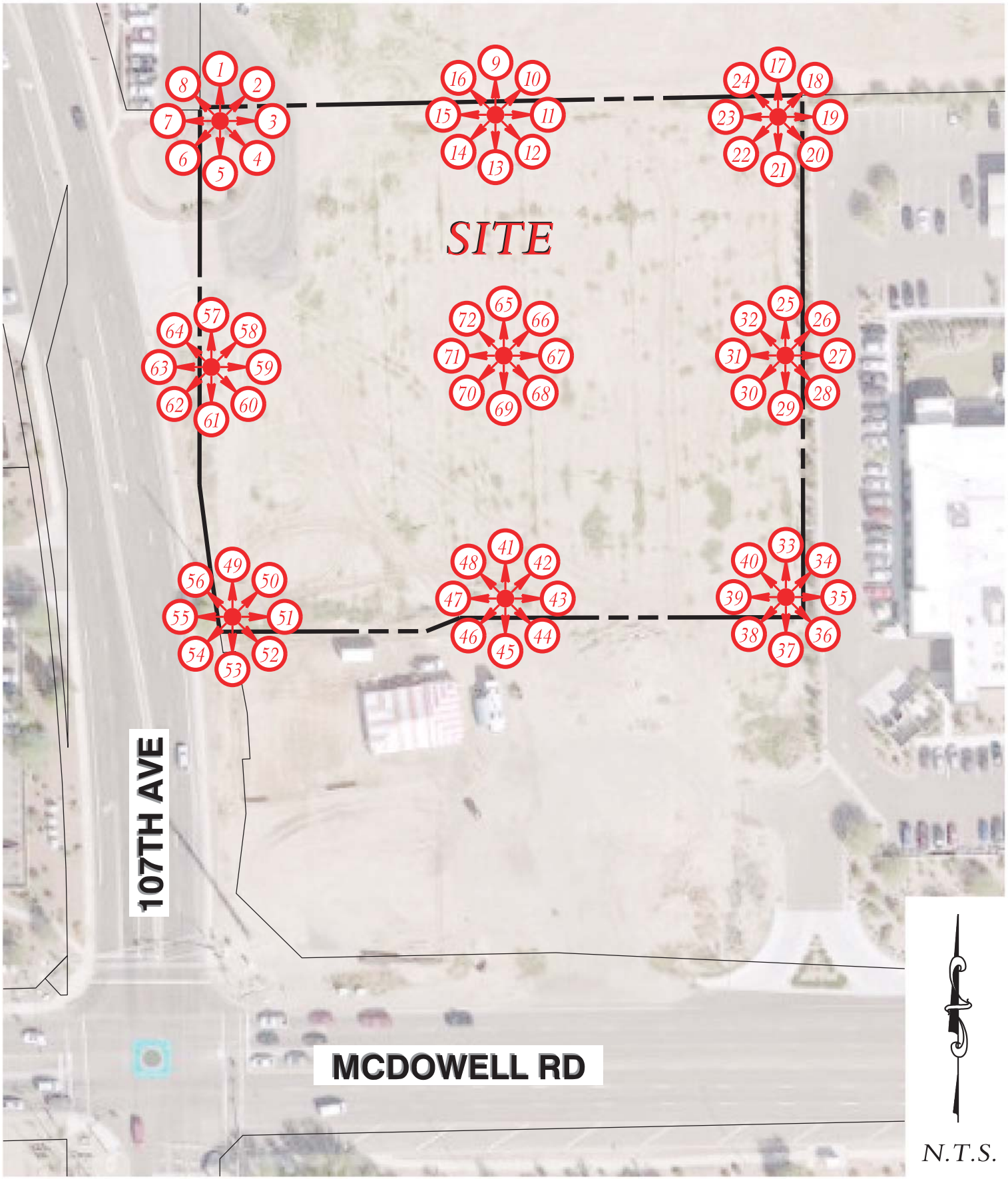
5. That adequate conditions have been incorporated into the approval to ensure that any potential adverse effects will be mitigated.

**Response:** The proposed BioLife Plasma Services site plan has been designed to interact with (i.e., circulation, access, parking, etc.) and work with the existing Copper Springs behavioral health services as well as any future abutting users north and south. The Copper Springs behavioral health services and this property, as well as the remaining vacant property, are encumbered with a private agreement to assure cross access, shared parking, maintenance, etc. This medical user will fit nicely within the Avondale's "Heath-Tech Corridor," without issue.

With that being said, we are pleased to submit the enclosed Conditional Use Permit materials for the proposed BioLife Plasma Services use for your review. In the meantime, if you have any questions regarding this request, please feel free to contact Dennis M. Newcombe, Beus Gilbert PLLC at: (480) 429-3065 or via email: dnewcombe@beusgilbert.com.

# Exhibit ‘A’

**Site Map**
**107th Avenue and McDowell Road**
**APN 102-31-988**




# CONTEXT PLAN

## NEC MCDOWELL RD & 107TH AVENUE, AVONDALE, AZ 85392

JMC ENGINEERING
7315 N 16TH STREET
SUITE 101
PHOENIX, AZ 85020
JCIRONE@JMC-ENG.COM

| JOB NUMBER | PREPARED BY: | DATE PREPARED: |
|---|---|---|
| 0030 | HTF | 11-JUN-2019 |

P:\2_MIHS_Group_2_South_Phx\Photos\Site 2_SEC Southern and 11th Ave - (105-83-002V1\Context_Plan
11-JUN-2019

## SITE PHOTOGRAPHS
## BioLife Plasma Services Center (W McDowell Rd & N 107th Ave, Avondale, AZ 85392)

Photo 1:

Photo 4:

Photo 2:

Photo 5:

Photo 3:

Photo 6:

Photo 7:

Photo 10:

Photo 8:

Photo 11:

Photo 9:

Photo 12:

Photo 13:

Photo 16:

Photo 14:

Photo 17:

Photo 15:

Photo 18:

Photo 19:

Photo 22:

Photo 20:

Photo 23:

Photo 21:

Photo 24:

Photo 25:

Photo 28:

Photo 26:

Photo 29:

Photo 27:

Photo 30:

Photo 31:

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Photo 33:

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Photo 42:

Photo 43:

Photo 46:

Photo 44:

Photo 47:

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Photo 48:

Photo 49:

Photo 52:

Photo 50:

Photo 53:

Photo 51:

Photo 54:

Photo 55:

Photo 58:

Photo 56:

Photo 59:

Photo 57:

Photo 60:

Photo 61:

Photo 64:

Photo 62:

Photo 65:

Photo 63:

Photo 66:

Photo 67:

Photo 70:

Photo 68:

Photo 71:

Photo 69:

Photo 72:

# Exhibit ‘B’

# BIOLIFE PLASMA SERVICES AT A GLANCE CONTINUED

## WHO WE HELP

- **The plasma we collect is manufactured into life-saving therapies, including treatments for hemophilia, immune deficiencies, traumatic injuries and more.**

### EVIN

"I spent 12 years in and out of hospitals and missed most of elementary school due to a disorder called Immune Thrombocytopenic Purpura (ITP), which attacks platelets of the blood. My life was completely at the whim of my illnesses.

Then came IGIV. My fevers abated, my infections became less frequent and most amazingly, I began to grow. I now have the ability to carry on a healthy, happy life.

**There is not a simple way to express my gratitude to BioLife Plasma Services and to all the caring donors who give to keep me alive."**

- Evin, recipient of IGIV, a plasma-based therapy

## WHO OUR DONORS ARE

- **Donors mirror the demographics of the surrounding community**
- **Majority come from within a 7-mile radius of the center**
- **Approximately 86% are either employed, students, retired or homemakers**
- **All donors must provide proof of residency, ID and be in good general health**

## WHERE WE OPERATE

**BioLife operates:**

- In growing, healthy communities with a strong desire to give back to others
- Near major retail in order for the donation to be a part of the individual's weekly routine.

**BioLife operates in facilities that:**

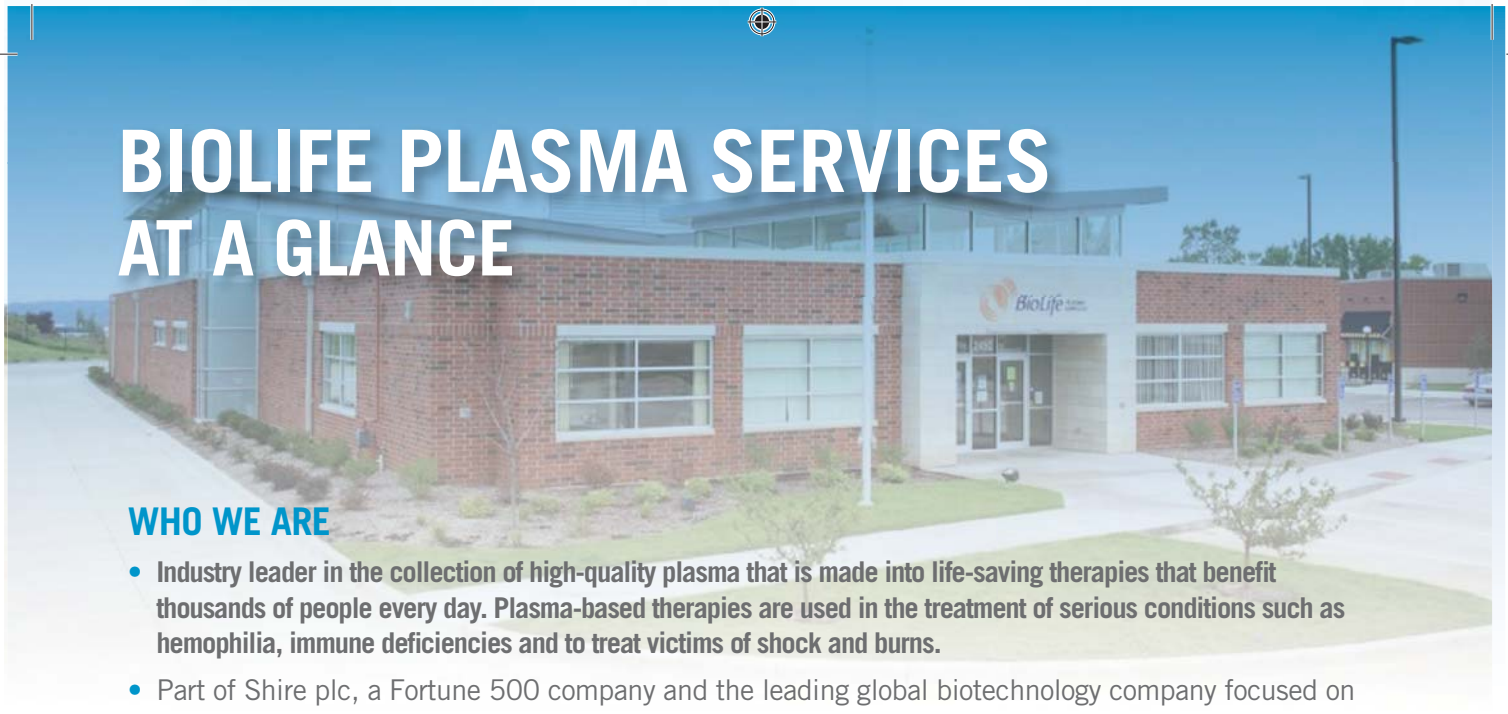
- Are around 17,000 sq. feet
- Are typically open from 8a-6p
- Are safe, well-lit and attractive
- Offer **ample parking**
- Use **Debit Cards** for donor compensation (no cash on site)
- Utilize **online appointment scheduling** (no long lines)

## WHAT OTHERS ARE SAYING

**BioLife often receives testimonials thanking us for our contribution to the community. Here are a few:**

- "BioLife is a great contribution to this community." **– Sales Manager, Idaho Falls, ID**
- "I was impressed with the caring and family-friendly attitude of this new business."**– City Official, Ammon, ID**
- "The chamber welcomes businesses like yours that help add to our wonderful city." **– Chamber Ambassador, St. George , UT**
- "Large Business of the Year" **– Bellingham, WA Chamber of Commerce**

**LEARN MORE AT BIOLIFEPLASMA.COM**
**For additional resources, please visit:**
**shire.com** **youtube.com/user/BioLifePlasmaService**
**pptaglobal.org** **youtube.com (search for "Shire what it takes to produce IG")**



# BIOLIFE PLASMA SERVICES AT A GLANCE

## WHO WE ARE

- **Industry leader in the collection of high-quality plasma that is made into life-saving therapies that benefit thousands of people every day. Plasma-based therapies are used in the treatment of serious conditions such as hemophilia, immune deficiencies and to treat victims of shock and burns.**
- Part of Shire plc, a Fortune 500 company and the leading global biotechnology company focused on serving people affected by rare diseases and highly specialized conditions
- Operate over 80 plasma centers across the US
- Licensed by the Food and Drug Administration (FDA)
- To learn more about the products made from the plasma we collect, visit www.shire.com

## WHAT WE BRING

- **A STRONG COMMITMENT TO THE COMMUNITIES WE OPERATE IN**
  - Lasting partnerships--majority of our locations have been in the same city for at least 10 years
- **AN INVESTMENT IN YOUR COMMUNITY**

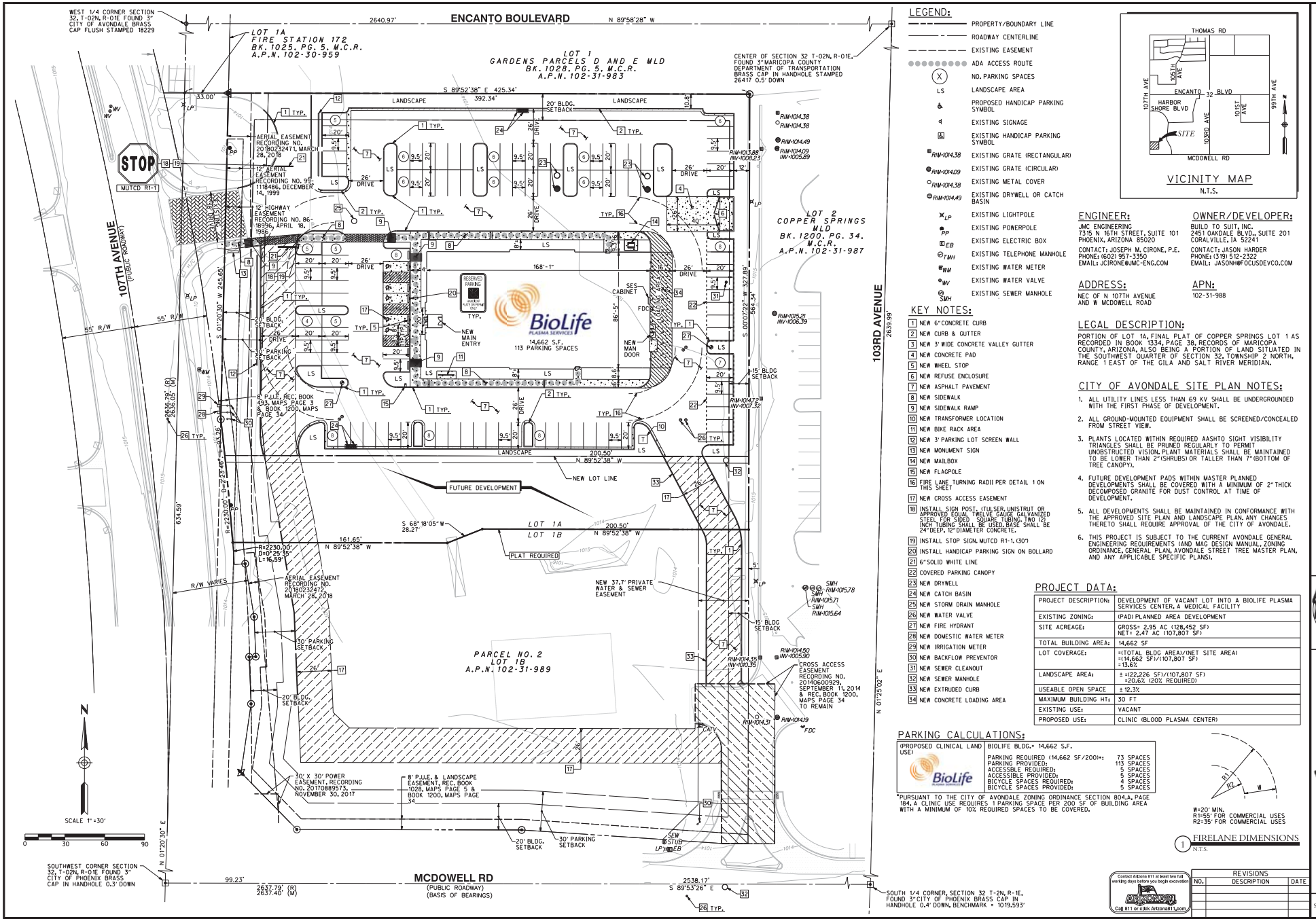
| Initial Investment Building and Land | Annual Donor Compensation |
|---|---|
| **$7.5+ MILLION** | **$3+ MILLION** |

  Around **80% of all donor compensation is spent in the community** at places like local grocery stores, gas stations and retailers
- **REWARDING CAREERS**
  - 50-80 employees per location
  - Well-paying, with excellent benefits including vacation, health and tuition reimbursement (we even offer full benefits for part-time staff)
  - Positions such as Operations Managers, Quality Managers, Plasma Technicians, Medical Supervisors and more
  - Management and growth opportunities in a biotech company
- **MULTIPLIER EFFECT**
  - A Georgia Life Science Report* concluded **for every direct job in the plasma center, an additional 2.2 jobs will be created locally** because of spending related to that job

    *Source: https://www.terry.uga.edu/media/documents/selig/shaping_infinity_2012.pdf
- **COMMUNITY ENGAGEMENT**
  - Our teams are active members of the Chamber, frequent participants at business expos and community events, and beneficial partners with surrounding area businesses
  - As a whole, our employees volunteer **over 10,000 hours** per year in their communities

CONTINUED ON BACK

# Exhibit ‘C’




## LEGEND:

- PROPERTY/BOUNDARY LINE
- ROADWAY CENTERLINE
- EXISTING EASEMENT
- ADA ACCESS ROUTE
- (X) NO. PARKING SPACES
- LS LANDSCAPE AREA
- PROPOSED HANDICAP PARKING SYMBOL
- EXISTING SIGNAGE
- EXISTING HANDICAP PARKING SYMBOL
- RIM-1014.38 EXISTING GRATE (RECTANGULAR)
- RIM-1014.09 EXISTING GRATE (CIRCULAR)
- RIM-1014.38 EXISTING METAL COVER
- RIM-1014.49 EXISTING DRYWELL OR CATCH BASIN
- LP EXISTING LIGHTPOLE
- PP EXISTING POWERPOLE
- EB EXISTING ELECTRIC BOX
- TMH EXISTING TELEPHONE MANHOLE
- WM EXISTING WATER METER
- WV EXISTING WATER VALVE
- SMH EXISTING SEWER MANHOLE




VICINITY MAP
N.T.S.

## KEY NOTES:

1. NEW 6" CONCRETE CURB
2. NEW CURB & GUTTER
3. NEW 3' WIDE CONCRETE VALLEY GUTTER
4. NEW CONCRETE PAD
5. NEW WHEEL STOP
6. NEW REFUSE ENCLOSURE
7. NEW ASPHALT PAVEMENT
8. NEW SIDEWALK
9. NEW SIDEWALK RAMP
10. NEW TRANSFORMER LOCATION
11. NEW BIKE RACK AREA
12. NEW 3' PARKING LOT SCREEN WALL
13. NEW MONUMENT SIGN
14. NEW MAILBOX
15. NEW FLAGPOLE
16. FIRE LANE TURNING RADII PER DETAIL 1 ON THIS SHEET
17. NEW CROSS ACCESS EASEMENT
18. INSTALL SIGN POST. (TULSER, UNISTRUT OR APPROVED EQUAL TWELVE GAUGE GALVANIZED STEEL FOR SIDED SQUARE TUBING. TWO (2) INCH TUBING SHALL BE USED. BASE SHALL BE 24" DEEP, 12" DIAMETER CONCRETE.
19. INSTALL STOP SIGN. MUTCD R1-1. (30")
20. INSTALL HANDICAP PARKING SIGN ON BOLLARD
21. 6" SOLID WHITE LINE
22. COVERED PARKING CANOPY
23. NEW DRYWELL
24. NEW CATCH BASIN
25. NEW STORM DRAIN MANHOLE
26. NEW WATER VALVE
27. NEW FIRE HYDRANT
28. NEW DOMESTIC WATER METER
29. NEW IRRIGATION METER
30. NEW BACKFLOW PREVENTOR
31. NEW SEWER CLEANOUT
32. NEW SEWER MANHOLE
33. NEW EXTRUDED CURB
34. NEW CONCRETE LOADING AREA


**ENGINEER:**
JMC ENGINEERING
7315 N 16TH STREET, SUITE 101
PHOENIX, ARIZONA 85020
CONTACT: JOSEPH M. CIRONE, P.E.
PHONE: (602) 957-3350
EMAIL: JCIRONE@JMC-ENG.COM

**OWNER/DEVELOPER:**
BUILD TO SUIT, INC.
2451 OAKDALE BLVD., SUITE 201
CORALVILLE, IA 52241
CONTACT: JASON HARDER
PHONE: (319) 512-2322
EMAIL: JASONH@FOCUSDEVCO.COM


**ADDRESS:**
NEC OF N 107TH AVENUE AND W MCDOWELL ROAD

**APN:**
102-31-988

## LEGAL DESCRIPTION:

PORTION OF LOT 1A, FINAL PLAT OF COPPER SPRINGS LOT 1 AS RECORDED IN BOOK 1334, PAGE 38, RECORDS OF MARICOPA COUNTY, ARIZONA, ALSO BEING A PORTION OF LAND SITUATED IN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN.

## CITY OF AVONDALE SITE PLAN NOTES:

1. ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUNDED WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2" (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
4. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT TIME OF DEVELOPMENT.
5. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
6. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AVONDALE STREET TREE MASTER PLAN, AND ANY APPLICABLE SPECIFIC PLANS).

## PROJECT DATA:

| | |
|---|---|
| PROJECT DESCRIPTION: | DEVELOPMENT OF VACANT LOT INTO A BIOLIFE PLASMA SERVICES CENTER, A MEDICAL FACILITY |
| EXISTING ZONING: | (PAD) PLANNED AREA DEVELOPMENT |
| SITE ACREAGE: | GROSS= 2.95 AC (128,452 SF) NET= 2.47 AC (107,807 SF) |
| TOTAL BUILDING AREA: | 14,662 SF |
| LOT COVERAGE: | =(TOTAL BLDG AREA)/(NET SITE AREA) =(14,662 SF)/(107,807 SF) =13.6% |
| LANDSCAPE AREA: | ± =(22,226 SF)/(107,807 SF) =20.6% (20% REQUIRED) |
| USEABLE OPEN SPACE | ± 12.3% |
| MAXIMUM BUILDING HT: | 30 FT |
| EXISTING USE: | VACANT |
| PROPOSED USE: | CLINIC (BLOOD PLASMA CENTER) |

## PARKING CALCULATIONS:

| (PROPOSED CLINICAL LAND USE) | BIOLIFE BLDG.= 14,662 S.F. | |
|---|---|---|
| | PARKING REQUIRED (14,662 SF/200)*: | 73 SPACES |
| | PARKING PROVIDED: | 113 SPACES |
| | ACCESSBLE REQUIRED: | 5 SPACES |
| | ACCESSIBLE PROVIDED: | 5 SPACES |
| | BICYCLE SPACES REQUIRED: | 4 SPACES |
| | BICYCLE SPACES PROVIDED: | 5 SPACES |

*PURSUANT TO THE CITY OF AVONDALE ZONING ORDINANCE SECTION 804.A, PAGE 184, A CLINIC USE REQUIRES 1 PARKING SPACE PER 200 SF OF BUILDING AREA WITH A MINIMUM OF 10% REQUIRED SPACES TO BE COVERED.




W=20' MIN.
R1=55' FOR COMMERCIAL USES
R2=35' FOR COMMERCIAL USES

1 FIRELANE DIMENSIONS
N.T.S.

Contact Arizona 811 at least two full working days before you begin excavation
Call 811 or click Arizona811.com

| REVISIONS | | |
|---|---|---|
| NO. | DESCRIPTION | DATE |
| | | |

# BIOLIFE PLASMA SERVICES CENTER
## NEC OF N 107TH AVENUE AND W MCDOWELL ROAD
## PRELIMINARY SITE PLAN

Professional Engineer 40968 JOSEPH M. CIRONE 09-24-19 Registered ARIZONA, U.S.A.
Expires: 6-30-2022


JMC ENGINEERING
7315 N 16TH STREET SUITE 101 PHOENIX, AZ 85020 JCIRONE@JMC-ENG.COM 602.957.3350



COPYRIGHT 2019 JMC ENGINEERING


DESIGNED: JMC
DRAWN: HTE
PROJECT NO: 0030
DATE: 24-SEP-2019

SHEET 1 OF 1

C:\Users\jlee\jmc-eng.com\JMC Group - Documents\Project(s)\0030-BioLife Avondale\Civil\0030sp01.dgn (Model: Default)
24-SEP-2019

## PLANT SCHEDULE

*TREE DESIGNATED AS PREIMARY AND SECONDARY TREE SPECIES PER CITY OF AVONDALE STREET TREE MASTERPLAN

**MAY BE PLANTED UNDER OR NEAR APS / SRP POWER LINES

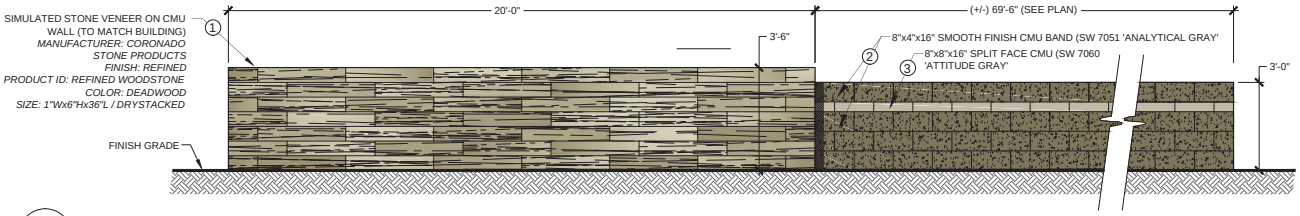
| TREES | SIZE |
|---|---|
| CHILOPSIS LIN. 'W. JONES' WARREN JONES DESERT WILLOW | 24" BOX, MULTI-TRUNK, MATCHED |
| **ACACIA ANEURA MULGA ACACIA | 24" BOX, MULTI-TRUNK, MATCHED |
| *CERCIDIUM FLORIDUM PALO VERDE | 24" BOX, MULTI-TRUNK, MATCHED |
| QUERCUS VIRGINIANA LIVE OAK | 24" BOX, STANDARD, MATCHED |
| PISTACHIA CHIN. 'RED PUSH' 'RED PUSH' PISTACHE | 24" BOX, MULTI-TRUNK, MATCHED |
| *PROSOPIS SEEDLESS HYB. 'AZT' SEEDLESS HYB. MESQUITE | 24" BOX, MULTI-TRUNK, MATCHED |

| ACCENTS | SIZE |
|---|---|
| ALOE X. 'BLUE ELF' BLUE ELF ALOE | 5 GAL |
| AGAVE WEBERI WEBER'S AGAVE | 5 GAL |
| HESPERALOE PARVIFLORA RED HESPERALOE | 5 GAL |
| MUHLENBERGIA CAPILLARIS REGAL MIST DEER GRASS | 5 GAL |
| ECHINOCACTUS GRUSONII GOLDEN BARREL | 12" DIA |

| SHRUBS | SIZE |
|---|---|
| EREMOPHILA MACULATA VALENTINE BUSH | 5 GAL |
| LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO' SAGE | 5 GAL |
| NERIUM OLEANDER 'P. PINK' PETITE PINK OLEANDER | 5 GAL |
| TECOMA STANS 'SUNRISE' SUNRISE TECOMA | 5 GAL |

| GROUNDCOVER | SIZE |
|---|---|
| EREMOPHILA GLABRA OUTBACK SUNRISE EMU | 1 GAL |
| LANTANA MONTEVIDENSIS 'GOLD MOUND' LANTANA | 1 GAL |
| LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA | 1 GAL |

| INERT MATERIALS | | |
|---|---|---|
| D.G. | DECOMPOSED GRANITE "STAGECOACH" | 1/2" SCREENED 2" DEPTH MIN |
| | RIVER ROCK SMOOTH GRAY | 6"-8" DIA |
| | GRANITE BOULDERS SURFACE SELECT | 2' / 3' / 4' DIA |




1 / L1.0 SCREEN WALL (STREET SIDE ELEVATION)

SCALE: N.T.S.

NOTE: PAINT COLORS ARE TO MATCH ARCHITECTURAL WALL PANELS ON BUILDING (PROVIDE MOCK-UP FOR OWNER APPROVAL PRIOR TO PAINTING WALL / ARCHITECTURAL COLORS SUBJECT TO DESIGN REVIEW APPROVAL)

SCALE: 1" = 20'-0"

BIOLIFE AVONDALE

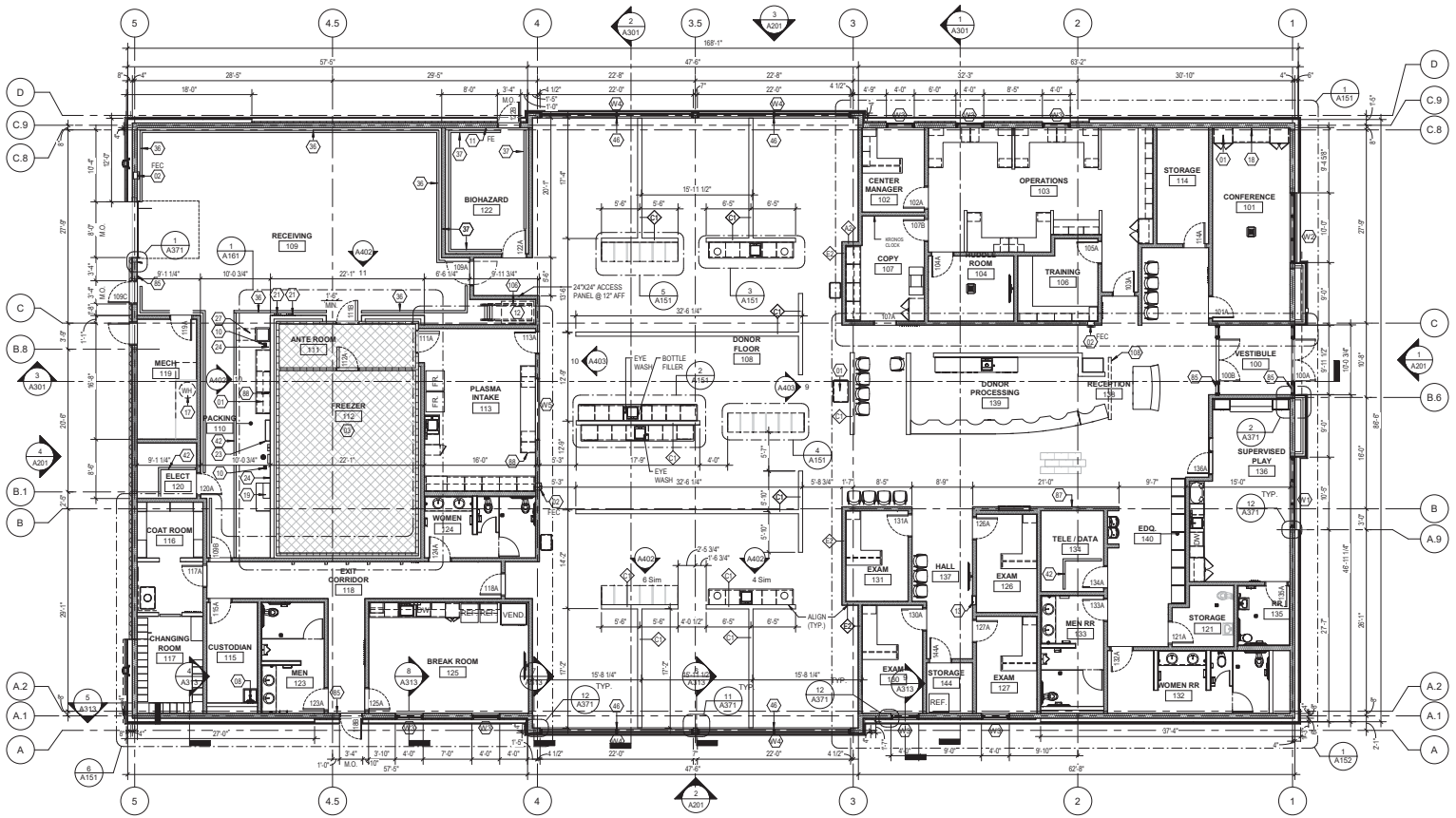
# PRELIMINARY LANDSCAPE PLAN

SEPT. 16 2019

PROJECT #1918

SHEET NO: L1.0

young | design | group
Landscape Architecture + Land Planning
7234 east shoeman lane suite 8
scottsdale, arizona 85251
tel. 480.257.3312




1 FIRST FLOOR PLAN
1/8" = 1'-0"

N

GENERAL NOTES

1. DIMENSIONS ARE MEASURED STUD TO STUD OR ROUGH MASONRY OPENING UNLESS NOTED OTHERWISE - TYPICAL FOR ALL DRAWINGS.
2. IN THE EVENT OF A DISCREPANCY BETWEEN ARCHITECTURAL AND CONSULTANT DRAWINGS, NOTIFY ARCHITECT IMMEDIATELY PRIOR TO COMMENCING WORK - TYPICAL FOR ALL DRAWINGS.
3. REFER TO ENLARGED PLANS FOR ADDITIONAL WALL TYPE LOCATIONS, DIMENSIONS AND KEYNOTES.
4. TYPICAL DOOR LOCATIONS ARE NOT DIMENSIONED. ROUGH DOOR OPENINGS AT HINGE JAMBS ARE LOCATED 4" FROM
5. ADJACENT/PERPENDICULAR WALL UNLESS NOTED OTHERWISE. REFER TO A121 REFLECTED CEILING PLAN FOR CONTROL JOINT LOCATIONS.
6. ALL WALLS AT DONOR FLOOR TO HAVE LEVEL 5 DRYWALL FINISH.
7. REFER TO STRUCTURAL DRAWINGS FOR FLOOR SLAB CONTROL JOINT LOCATIONS, AND REFER TO CONCRETE SEALANT FINISH SPECIFICATION ON A602 FOR CONTROL JOINT FILLER.
8. GC TO CONFIRM EXISTING PERIMETER DEMISING WALL CONTAINS SOUND BATT INSULATION. IF SOUND BATTING IS NOT PRESENT GC IS TO INSTALL TO DECK.
9. REFER TO FLOOR PLANS & INTERIOR ELEVATION FOR CRITICAL "HOLD" DIMENSIONS FOR CASEWORK. DIMENSIONS LABELED WITH "HOLD" ARE TAKEN FROM FACE OF GYPSUM WALL BOARD ON BOTH SIDES OF WALL AND ARE INTENDED TO ALLOW CUSTOM CASEWORK TO BE INSTALLED TIGHT TO WALL.
10. WHERE FINISHED GRADE IS ABOVE FINISH FLOOR, APPLY MEMBRANE WATERPROOFING TO WALL TYP. - SEE SPECIFICATION

KEYNOTE LEGEND

01 CASEWORK - SEE INTERIOR ELEVATIONS
02 FIRE EXTINGUISHER CABINET. MOUNT TOP OF CABINET DOOR @ 48" A.F.F.
03 FREEZER UNIT W/ RECESSED SLAB - SEE STRUCTURAL FOR AREA OF RECESSED SLAB
08 MOP SINK W/ MOP RAIL AND FRP 8'-0" A.F.F., ALL SIDES
10 FLOOR DRAIN FOR CONDENSATE LINES - REFER TO MECHANICAL. VERIFY LOCATION W/ MECH
11 WALL MOUNTED FIRE EXTINGUISHER
12 70 DEGREE SHIPS LADDER TO ROOF HATCH - O'KEEFES 523
13 RECESSED AED WALL CABINET PROVIDED BY OWNER - FINISH RECESSED OPENING W/ DRYWALL CORNER BEAD, MUD, SAND & PAINT. MOUNT TOP OF CABINET DOOR @ 48" A.F.F. MAX.MODEL # 1893R3
17 HOT WATER HEATER. VERIFY SIZE AND LOCATION W/ MECHANICAL CONTRACTOR PRIOR TO INSTALLATION
18 OWNER PROVIDED TV - CONTRACTOR TO INSTALL TV ON CENTER OF CASEWORK -VERIFY HEIGHT W/ ARCHITECT
19 FREEZER CHART RECORDER BY OTHERS - REFER TO A161 & FREEZER DRAWINGS
21 COAT HOOK RAIL LOCATION - SMEDBO 12" BESLAGS BODEN HOOK SME-B1054, TYP. MOUNT COAT RAIL @ 5'-1" O.C. A.F.F.. MOUNT (1) @ 7'-0" A.F.F. AT ANTE ROOM.
23 FREEZER CONTROL BOX, COORDINATE LOCATION W/ FREEZER INSTALLER.
24 14"X 14" VENT. PAINT TO MATCH ADJACENT WALL SURFACE. MOUNT 12" A.F.F. TO CENTER OF VENT.
27 ADJUSTABLE HEIGHT TABLE PROVIDED BY OWNER.
36 APPLY PERMANENT SAFETYTAC YELLOW TAPE LINE - OFFSET 6" FROM PERIMETER WALL TO OUTSIDE EDGE OF TAPE AT RECEIVING AREA WHERE INDICATED ON PLANS
37 APPLY PERMANENT SAFETYTAC RED TAPE LINE - OFFSET OFFSET 6" FROM PERIMETER WALL TO OUTSIDE EDGE OF TAPE AT BIOHAZARD AREA WHERE INDICATED ON PLANS
42 YELLOW TAPE LINE INDICATING 36" CLEARANCE AREA IN FRONT OF ELECTRICAL PANELS/TRANSFORMERS
46 WINDOW TO RECIEVE BLIND.REFER TO WALL SECTION AND FINISH SCHEDULE.
85 TACTILE EXIT SIGN. SEE ADA SHEET FOR REQUIREMENTS.
87 PLEASE WAIT HERE - SIGN LOCATION.
88 GC TO INSTALL GLOVE BUTLER (SUPPLIED BY SHIRE). COUNTER MOUNTED UNITS TO BE INSTALLED 8" BELOW THE BOTTOM OF THE COUNTERTOP. FOR WALL MOUNTED UNITS SEE ELEVATION.
106 ROOF HATCH - SEE ROOF PLAN
108 BIOLIFE ENTRANCE SIGN BY SIGN VENDOR; MOUNT B.O. SIGN @ 8'-0". GC TO VERIFY FINAL LOCATION

MICHAEL CRISLIP | ARCHITECT
29001 Emery Road, Suite 400
Cleveland, Ohio 44128
216.223.7200 crislipmichael.com

Design and construction documents as instruments of service are the property of architect and remain the property of architect whether the project for which and these construction documents for which they are made is executed or not. Unauthorized reuse is strictly prohibited without expressed written consent of Michael Cr. Crislip.

BioLife PLASMA SERVICES
1650 N. 107TH AVE.
AVONDALE, AZ 85392

Project No.: 17184
Drawn By: KM
Date: Issue:
2019-XX-XX PERMIT SET

FLOOR PLAN

A111

onyx | creative
25001 EMERY ROAD #400, CLEVELAND, OH 44128

onyx | creative
25001 EMERY ROAD #400, CLEVELAND, OH 44128

onyx | creative
25001 EMERY ROAD #400, CLEVELAND, OH 44128

onyx | creative
25001 EMERY ROAD #400, CLEVELAND, OH 44128

# Exhibit F

## Letters and Signatures in Support

Petition in Support with 100 Signatures
58 Letters from Residents
37 Letters from Employees of Nearby Businesses

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

City Council and City Clerk:

We, the undersigned, **support** the proposed BioLife Plasma Services project located near the northeast corner of 107th Avenue and McDowell Road (1650 N. 107th Ave). This Conditional Use Permit approval would result in an industry leading, FDA licensed collection center for high-quality plasma. The work done at this proposed BioLife center will help treat serious conditions such as hemophilia, immune deficiencies and treat victims of shock and burns. This proposed project provides and important service and would be a welcomed addition to this community.

| | Signature | Printed Name | Address | Date |
|---|---|---|---|---|
| 1. | [redacted] | Santiago | [redacted] Avondale 85392 | 08/19/19 |
| 2. | | MARK | [redacted] Avondale 85396 | 8/19/19 |
| 3. | | Needa | [redacted] | 8-19-19 |
| 4. | | YES | [redacted] AVONDALE AZ 85392 | 8/19/19 |
| 5. | | Susannah | [redacted] Avondale, AZ 85392 | 8/19/19 |
| 6. | | Cacidai | [redacted] Avondale, AZ 85392 | 8/19/19 |
| 7. | | Jose L | [redacted] Avondale AZ 85392 | 8/19/19 |
| 8. | | ORLA | [redacted] AVONDALE AZ 85392 | 8/19/2019 |
| 9. | | KEITH | [redacted] AVONDALE AZ 85392 | 8/19/2019 |
| 10. | | Stevan | [redacted] Avondale Az 85392 | 8/19/2019 |
| 11. | | Ana | [redacted] av. Avondale AZ 85392 | 8/19/2019 |
| 12. | | Jennie | [redacted] 85392 | 8/19/2019 |
| 13. | | DAVID | [redacted] 85392 | 8/19/2019 |
| 14. | | TIMOTHY | [redacted] 85392 | 8/19/19 |
| 15. | | Quincy | [redacted] 85303 | 8/19/19 |

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

To the Mayor, City Council and City Clerk:
We, the undersigned, **support** the proposed BioLife Plasma Services project located near the northeast corner of 107th Avenue and McDowell Road (1650 N. 107th Ave). This Conditional Use Permit approval would result in an industry leading, FDA licensed collection center for high-quality plasma. The work done at this proposed BioLife center will help treat serious conditions such as hemophilia, immune deficiencies and treat victims of shock and burns. This proposed project provides and important service and would be a welcomed addition to this community.

| | Signature | Printed Name | Address | Date |
|---|---|---|---|---|
| 1 | [redacted] | Tim [redacted] | [redacted] Avondale 85392 | 8/19/19 |
| 2 | | ISSAC [redacted] | [redacted] Ave | 8/19/19 |
| 3 | | Jocelyn [redacted] | [redacted] 8392 | 8/19/19 |
| 4 | | Sarah [redacted] | [redacted] | 8/19/19 |
| 5 | | Erin [redacted] | [redacted] Avondale 85392 | 8/19/19 |
| 6 | | Teac [redacted] | [redacted] Avondal 85392 | 8/19/19 |
| 7 | | Omar [redacted] | [redacted] Avondale 85392 | 8/19/19 |
| 8 | | Donnietta [redacted] | [redacted] Avondale 85392 | 8-20-19 |
| 9 | | Reyna L [redacted] | [redacted] Avondale 85392 | 8/20/19 |
| 10 | | Paul [redacted] | [redacted] Avondale 85392 | 8/20/19 |
| 11 | | Sara [redacted] | [redacted] Avondale 85392 | 8/20/19 |
| 12 | | Chelsea [redacted] | [redacted] Avondale 85392 | 8/20/19 |
| 13 | | JANET [redacted] | [redacted] Avondale 85392 | 8/20/19 |
| 14 | | Daniel [redacted] | [redacted] Rd Avondale 85392 | 8/20/19 |
| 15 | | Jessica [redacted] | [redacted] Avondale 85392 | 8/20/19 |

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

To the Mayor, City Council and City Clerk:
We, the undersigned, **support** the proposed BioLife Plasma Services project located near the northeast corner of 107th Avenue and McDowell Road (1650 N. 107th Ave). This Conditional Use Permit approval would result in an industry leading, FDA licensed collection center for high-quality plasma. The work done at this proposed BioLife center will help treat serious conditions such as hemophilia, immune deficiencies and treat victims of shock and burns. This proposed project provides and important service and would be a welcomed addition to this community.

| | Signature | Printed Name | Address | Date |
|---|---|---|---|---|
| 1. | [redacted] | KAREN [redacted] | [redacted] ONDALE | 8/20/2019 |
| 2. | [redacted] | Kuan [redacted] | [redacted] ndale | 8/20/2019 |
| 3. | [redacted] | Christina [redacted] | [redacted] Avondale | 8/20/19 |
| 4. | [redacted] | Simon [redacted] | [redacted] | 8/20/19 |
| 5. | [redacted] | Thomas [redacted] | [redacted] ndale | 8/20/19 |
| 6. | [redacted] | Pat [redacted] | [redacted] n | 8/20/19 |
| 7. | [redacted] | [redacted] | [redacted] AVONDALE | 8/20-19 |
| 8. | [redacted] | [redacted] | [redacted] Rd | 8/20/19 |
| 9. | [redacted] | Winter [redacted] | [redacted] Rd | 8/20/19 |
| 10 | [redacted] | Austin [redacted] | [redacted] d | 8/20/19 |
| 11 | [redacted] | Mike [redacted] | [redacted] | 8/20/19 |
| 12 | [redacted] | Yanette [redacted] | [redacted] | 8/20/19 |
| 13 | [redacted] | Christian [redacted] | [redacted] | 8/21/19 |
| 14 | [redacted] | SANDRA [redacted] | [redacted] | 8/21/19 |
| 15 | [redacted] | Jodi [redacted] | [redacted] Rd | 8/21/19 |

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

To the Mayor, City Council and City Clerk:
We, the undersigned, **support** the proposed BioLife Plasma Services project located near the northeast corner of 107th Avenue and McDowell Road (1650 N. 107th Ave). This Conditional Use Permit approval would result in an industry leading, FDA licensed collection center for high-quality plasma. The work done at this proposed BioLife center will help treat serious conditions such as hemophilia, immune deficiencies and treat victims of shock and burns. This proposed project provides and important service and would be a welcomed addition to this community.

| | Signature | Printed Name | Address | Date |
|---|---|---|---|---|
| 1. | [redacted] | [redacted] | [redacted] | 8/21/19 |
| 2. | [redacted] | [redacted] | Avondale, AZ 85392 | 8/21/19 |
| 3. | [redacted] | [redacted] | AZ 85392 | 8/21/19 |
| 4. | [redacted] | [redacted] | [redacted] | 8/21/19 |
| 5. | [redacted] | [redacted] | [redacted] | 8/21/19 |
| 6. | [redacted] | [redacted] | [redacted] | 8/21/19 |
| 7. | [redacted] | [redacted] | Avondale 85392 | 8/21/19 |
| 8. | [redacted] | [redacted] | Avondale, AZ 85329 | 8/21/19 |
| 9. | [redacted] | [redacted] | Avondale AZ 85329 | 8/21/19 |
| 10. | [redacted] | [redacted] | Avondale 85392 | 8-21-19 |
| 11. | [redacted] | [redacted] | AZ 85392 | 8-21-19 |
| 12. | [redacted] | [redacted] | Rd AZ 85392 | 8-21-19 |
| 13. | [redacted] | [redacted] | AZ 85392 | 8-21-19 |
| 14. | [redacted] | [redacted] | [redacted] 85382 | 8/21/19 |
| 15. | [redacted] | [redacted] | Avondale AZ 85392 | 8/22/19 |

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

To the Mayor, City Council and City Clerk:
We, the undersigned, **support** the proposed BioLife Plasma Services project located near the northeast corner of 107th Avenue and McDowell Road (1650 N. 107th Ave). This Conditional Use Permit approval would result in an industry leading, FDA licensed collection center for high-quality plasma. The work done at this proposed BioLife center will help treat serious conditions such as hemophilia, immune deficiencies and treat victims of shock and burns. This proposed project provides and important service and would be a welcomed addition to this community.

| | Signature | Printed Name | Address | Date |
|---|---|---|---|---|
| 1. | [redacted] | Michael [redacted] | [redacted] Avondale AZ 85392 | 8/22/19 |
| 2. | | G. [redacted] | | |
| 3. | | | | |
| 4. | | | | |
| 5. | | | | |
| 6. | | | | |
| 7. | | | | |
| 8. | | | | |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

To the Mayor, City Council and City Clerk:
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| Signature | Printed Name | Address | Date |
|---|---|---|---|
| [redacted] | Brooke [redacted] | [redacted] Rd | 8/21/19 |
| | Dena [redacted] J | | 8.21.19 |
| | Eileen [redacted] | [redacted] te A250 | 8/21/19 |
| | Silvia [redacted] | [redacted] te A250 | 8/21/19 |
| | Zulema [redacted] | [redacted] A250 | 8-21-19 |
| | Vanessa [redacted] | [redacted] | 8/21/19 |
| | Theresa [redacted] | [redacted] vondale az | 8/21/19 |
| | Victoria [redacted] | [redacted] ondale, AZ | 8-21-19 |
| | Gabriel [redacted] | [redacted] Avondale, AZ | 8-21-19 |
| | Yanette [redacted] | [redacted] ondale, AZ | 8/20/19 |
| | Roman [redacted] | [redacted] endale, Az | 8/21/19 |
| | Samuel [redacted] | [redacted] dale | 8/21/19 |
| | Yolanda [redacted] | [redacted] | 8/21/19 |
| | B [redacted] der | [redacted] | 8/21/19 |
| | Summah [redacted] | [redacted] | 8/21/19 |

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

To the Mayor, City Council and City Clerk:
We, the undersigned, **support** the proposed BioLife Plasma Services project located near the northeast corner of 107th Avenue and McDowell Road (1650 N. 107th Ave). This Conditional Use Permit approval would result in an industry leading, FDA licensed collection center for high-quality plasma. The work done at this proposed BioLife center will help treat serious conditions such as hemophilia, immune deficiencies and treat victims of shock and burns. This proposed project provides and important service and would be a welcomed addition to this community.

| | Signature | Printed Name | Address | Date |
|---|---|---|---|---|
| 1. | [redacted] | Hayden [redacted] | [redacted] | 8/21/19 |
| 2. | | Maryoreth | W McDowell Rd | 8/21/19 |
| 3. | | Luz [redacted] | 85392 | 8/22/19 |
| 4. | | Dru [redacted] | 85392 | 8/22/19 |
| 5. | | Dominic [redacted] | 85392 | 8-22-19 |
| 6. | | Orwetim [redacted] | [redacted] | 8-22-19 |
| 7. | | Roc [redacted] | | 8/22/19 |
| 8. | | Aaron [redacted] | | 8/22/19 |
| 9. | | Angie [redacted] | | 8/22/19 |
| 10. | | Zac [redacted] | | 8/22/19 |
| 11. | | Chris [redacted] | | 8-22-19 |
| 12. | | DNH [redacted] | | 8/22/19 |
| 13. | | Lilyanna [redacted] | | 8/22/19 |
| 14. | | Franc [redacted] | | 8.22.19 |
| 15. | | Serra [redacted] | | 8/22/19 |

# PETITION IN SUPPORT OF BIOLIFE PLASMA SERVICES

To the Mayor, City Council and City Clerk:
We, the undersigned, **support** the proposed BioLife Plasma Services project located near the northeast corner of 107th Avenue and McDowell Road (1650 N. 107th Ave). This Conditional Use Permit approval would result in an industry leading, FDA licensed collection center for high-quality plasma. The work done at this proposed BioLife center will help treat serious conditions such as hemophilia, immune deficiencies and treat victims of shock and burns. This proposed project provides and important service and would be a welcomed addition to this community.

| | Signature | Printed Name | Address | Date |
|---|---|---|---|---|
| 1. | [redacted] | CYNTHIA [redacted] | [redacted] | 8-22-19 |
| 2. | | Daisy | | 8-22-19 |
| 3. | | BENSON | | 8-22-19 |
| 4. | | JESSE | | 8/22/19 |
| 5. | | ZACHARY | | 8/22/19 |
| 6. | | ANGEL | | 8/22/19 |
| 7. | | Deaver | | 8/22/19 |
| 8. | | Solena | | 8/22/19 |
| 9. | | | | |
| 10. | | | | |
| 11. | | | | |
| 12. | | | | |
| 13. | | | | |
| 14. | | | | |
| 15. | | | | |

Santiago [redacted]
[redacted]
Avondale, Arizona 85392

August 18, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Mark [redacted]
[redacted]
Avondale, AZ

August 18, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,

[redacted]

FROM THE DESK OF MS. NADIA [redacted]

August 18, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Stevan [redacted]
[redacted]
Avondale Arizona 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Ana [redacted]
[redacted]
Avondale // 85392

August 20, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely, [redacted]

Yaes [redacted]
[redacted]
Avondale, AZ 86392

August 19, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

[redacted]

Miss Susannah [redacted]
[redacted]
Avondale, AZ

August 20, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

[redacted]
Avondale, Arizona
85392

LACI JAI [redacted]

August 19, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Mr. Jose L. [redacted]
[redacted]
Avondale AZ 85392

August 19, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely, [redacted]

ORLANDO [redacted]
[redacted]
AVONDALE - 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely, [redacted]

from the desk of bennie [redacted]
[redacted]
avondale arizona
85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Mr. David [redacted]
[redacted]
Avondale, AZ

August 19, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Tim [redacted]
[redacted]
Avondale, AZ

August 18, 2019

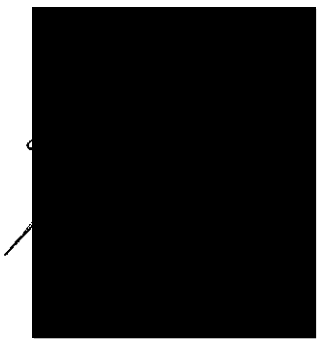
Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,



Q. [redacted]
[redacted]
Avondale, Arizona 85392

August 20, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Timothy [redacted]
[redacted]
Avondale, Arizona 85392

August 19, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely, [redacted]

Isaac [redacted]
[redacted]
Avondale, Arizona. 85392

August 20, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Ms. Jocelyn [redacted]
[redacted]
Avondale AZ
85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

[redacted]

SARAH [redacted]
[redacted]
AVONDALE, AZ 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Erin [redacted]
[redacted] - Avondale AZ - 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Teac [redacted]
[redacted]
Avondale, Arizona
85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

OMAR [redacted]
[redacted]
AVONDALE
85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely

[redacted]

Mrs. Danietta [redacted]
[redacted]
Avondale Arizona

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

[redacted]

Ms. Reyna [redacted]
[redacted]
Avondale, AZ 85392

August 19, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,

[redacted]

PAUL [redacted]
[redacted]
AVONDALE - ARIZONA
85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Sara [redacted]
[redacted]
Avondale, AZ // 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Chelsea [redacted]
[redacted]
Avondale, AZ 85392

August 18, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Mrs. Janet [redacted]
[redacted]
Avondale, Arizona

August 20, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

[redacted]

DANIEL [redacted]
[redacted]
AVONDALE ARIZONA - 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

[redacted]

Jessica [redacted]
[redacted]
Avondale, Arizona 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

KAREN [redacted]
[redacted]
AVONDALE 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,

[redacted]

Karen [redacted]
[redacted]
Avondale, Arizona - 85345

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Christina [redacted]
[redacted]
Avondale, AZ 85392

August 18, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

SIMON [redacted]
[redacted]
AVONDALE AZ
85345

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Thomas [redacted]
[redacted]
Avondale, AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely, [redacted]

Pat [redacted]
[redacted]
Avondale Arizona // 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely [redacted]

Mr. Pedro [redacted]
[redacted]
Avondale, AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely, [redacted]

RUND L [redacted] RA
[redacted]
AVONDALE - ARIZONA - 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely, [redacted]

Winter [redacted]
[redacted]
Avondale , AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

AUSTIN [redacted]
[redacted]
AVONDALE ARIZONA 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,

[redacted]

Michael [redacted]
[redacted]
Avondale, Arizona, 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

MS SANDRA [redacted]
[redacted] - AVONDALE ARIZONA - 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincere[redacted]

Miss Jodi [redacted]
[redacted]
Avondale, AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

[redacted]

Vincent [redacted]
[redacted]
Avondale 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Melissa L. [redacted]
[redacted]
Avondale, AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely, [redacted]

FROM THE DESK OF MS. HEATHER [redacted]
TO THE DESK OF THE MAYOR

[redacted]
AVONDALE, ARIZONA 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Kelly [redacted]
[redacted]
Avondale, AZ

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Dominic [redacted]

[redacted]

Avondale, AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

JOSH [redacted] - [redacted] - AVONDALE - 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Ms. Patricia [redacted]
[redacted]
Avondale, AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Ken [redacted]
[redacted]
Avondale, AZ 85329

**August** 22, 2019

**Office of the Mayor and City Council**
**City of Avondale**
11465 **West Civic Center Drive**
**Avondale, AZ** 85323

**Dear Mayor and Council Members:**

**As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.**

**Please vote yes for this wonderful request in Avondale.**

**Sincerely,**

[redacted]

Rebecca L. [redacted]
[redacted]
Avondale, AZ 85392

August 25, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,

[redacted]

Mike [redacted] + [redacted] + avondale + 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely [redacted]

Mrs. Linda [redacted]
[redacted]
Avondale, AZ
85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,

[redacted]

Mr. Alphonse [redacted]
[redacted]
Avondale, AZ
85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincerely,

[redacted]

Dawniella [redacted]
[redacted]
Avondale, AZ 85392

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at 107th Ave. and McDowell. Having lived nearby and watched this area change over the years, it is clear that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Richard [redacted]
[redacted]
Avondale, AZ 85932

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

As a nearby property owner, I am writing to ask for your support for the proposed BioLife Plasma Center development at McDowell Road and 107th Avenue in Avondale. BioLife has a great history of running high-quality facilities and consistently provides a plasma-based therapies and treatments to those in need. Allowing BioLife to build a facility in this appropriate area will be something that should make our entire community proud.

Please vote yes for this wonderful request in Avondale.

Sincer[redacted]

STEVEN M [redacted]
[redacted]
AVONDALE ARIZONA
85329

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Mike [redacted]
[redacted]
Avondale, AZ 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

I am writing today in support of the proposed BioLife Plasma Services Center at 107th Ave. and McDowell. I live nearby and fully support BioLife in their efforts to treat serious conditions like hemophilia, immune deficiencies, and tragic injuries. A biotechnology center such as this would be a great asset to the surrounding community and the City as a whole.

Please vote to approve this project.

Sincerely,

[redacted]

Walgreens
AT THE CORNER OF HAPPY & HEALTHY™

Brooke [redacted]
10710 W McDowell Rd
Avondale, AZ 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Vision Wellness
EYE CARE FOR A GREAT LIFE

Dena [redacted]
10750 W McDowell Rd #100
Avondale, AZ 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Avondale, Desert Sun & Surprise Endodontics

Eileen [redacted]
10750 W McDowell Rd #250
Avondale, AZ 85392

August 26, 2019

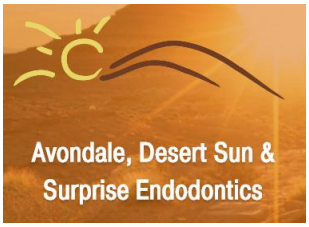
Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincer[redacted]




Silvia [redacted]
10750 W McDowell #250
Avondale, AZ 85392

August 26, 2019

Office of the Mayor and City Council

City of Avondale

11465 West Civic Center Drive

Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

BJ

AM NUTRITION SERVICES

*"Providing Tools and Enhancing Skills to Improve Your Nutritional Health"*

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Vanessa [redacted]
10750 W. McDowell Road
Avondale AZ

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

WEST VALLEY PEDIATRICS, P.C.
HOSPICE AND PALLIATIVE MEDICINE

623-873-0321

10750 W. MC DOWELL RD
AVONDALE, AZ
85323

WEST VALLEY PEDIATRICS, P.C.

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Victoria [redacted]
Starbucks Avondale
Ste A-107

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

August 25, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

FROM THE DESK OF YANETTE [redacted]

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Samuel [redacted]
The Habit Burger Grill
10155 W McDowell Road Suite 100

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely, [redacted]

Yalanae [redacted]
The Habit Burger Grill
10155 W McDowell Road Suite 100

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

FAST-FIRE'D
BLAZE PIZZA

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

FAST·FIRE'D
BLAZE PIZZA

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

FAST·FIRE'D
BLAZE PIZZA

August 25, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Marybeth [redacted]
[redacted]

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

BOOT BARN®

From the Desk of Luz [redacted]

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

August 25, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

DOMINIC [redacted]
SMASHBURGER AVONDALE
9015 WEST MCDOWELL ROAD STE 101
AVONDALE ARIZONA 85392

August 21, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely, [redacted]

WaBa grill

9015 W. McDowell #102

August 26, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

August 26, 2019

Office of the Mayor and City Council

City of Avondale

11465 West Civic Center Drive

Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely, [redacted]

August 23, 2019

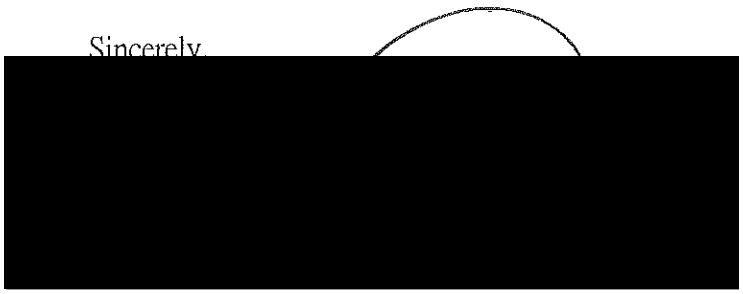
Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,



9995 W McDowell Road
Suite 101
Avondale, Arizona 85392

August 23, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

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I urge you to support this request and BioLife!

Sincerely,

[redacted]

DICKEY'S BARBECUE PIT

August 25, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Anh [redacted]
N-T Nails & Spa
10005 W. McDowell Rd #160

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Cafe Rio
MEXICAN GRILL.

Lilyanna [redacted] - 10120 West McDowell Road Ste 160
Avondale, AZ 85392

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

PANDA EXPRESS CHINESE KITCHEN AVONDALE
10110 W. MCDOWELL #160
85392

August 24, 2019

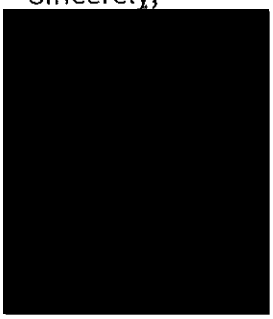
Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,



August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

Cynthia [redacted]
10220 W. McDowell #120
Avondale, Arizona

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

[redacted]

Yogurtland

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

ALOHA
nail & spa avondale

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

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Sincerely,

[redacted]

August 24, 2019

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City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

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I urge you to support this request and BioLife!

Sincerely [redacted]

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

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I urge you to support this request and BioLife!

Sincerely,

[redacted]

August 24, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

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I urge you to support this request and BioLife!

Sincerely, [redacted]

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

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I urge you to support this request and BioLife!

Sincerely, [redacted]

YOGIS GRILL
TERIYAKI & ROLL

From the Desk of Selena [redacted]
Yogis Grill
Avondale, Arizona

August 22, 2019

Office of the Mayor and City Council
City of Avondale
11465 West Civic Center Drive
Avondale, AZ 85323

Dear Mayor and Council Members:

Please support the request for the proposed BioLife Plasma Center at McDowell Road and 107th Avenue in Avondale. I work nearby and it is clear to me that a medical use like this is certainly appropriate for this location. Having a branch of a Fortune 500 biotechnology company that works to treat serious diseases and injuries should be a welcomed addition to our community and City. We should support companies like BioLife and help them in their efforts to create an important service and save lives.

I urge you to support this request and BioLife!

Sincerely,

[redacted]

# Exhibit G

## Neighborhood Meeting Summary and Sign-In Sheet

October 30, 2019 – 6:00 P.M.

Avondale City Hall - Sonoran Conference Room

# Summary of Neighborhood Meeting

Wednesday, October 30, 2019

**Start: 6:00 PM (approx.); End: 7:30 PM (approx.)**

Avondale City Hall, **Sonoran Conference Room** (1st Floor)
11465 West Civic Center Drive, Avondale, AZ 85323

Proposed BioLife Plasma Services Facility.

Location: North of the northeast corner of McDowell Road and 107th Avenue.
Zoned C-2 PAD – Harbor Shores.
**Case #:** Conditional Use Permit (CUP); PL-19-0187

**Results/Summary of Neighborhood Meeting:**

A total of seven (7) people attended the neighborhood meeting, which included two (2) from the City Council (Vice Mayor Dennis and Councilman Nielson). (Original and typed sign-in sheet attached)

The questions were centered around the business (i.e., hours of operation, how it operates, how many in operation, competition, quality, building design, security, etc.) and by the end of the meeting many felt their questions had been answered, liked the overall building/landscaping design, and a few were also interested in our offer to have a tour/visit of BioLife's existing facility in Glendale (16480 North 59th Avenue, Glendale). However, since the neighborhood meeting, we received an email from one (1) of the residents that wanted a tour who went by and viewed the property and had gone online as well to view the photos and literature for BioLife Plasma Services. She stated the following in her email:

> "Thursday on my outing I drove by the BioLife in Glendale and was quite impressed. As we were told, the facility is very well kept, no people lingering about and nice landscaping. When on their website there were pictures of the interior showing it to be very well kept. So I am thinking there is no point at this time for doing a tour."
>
> (See email from Mrs. Patrice C. Morgan attached.)

Specifically, those in attendance were pleased to hear the following facts about BioLife Plasma Services.

- They do not attract the homeless since one would need to be in good health, pass a minor physical, and pass random drug testing.

- BioLife Plasma Services is a high-quality, national and international company that prides itself on maintaining high quality facilities. They are scrupulous in their screening practices. Most of their facilities range in price from 3.5-million to 10-million dollars for a ground up facility, which they are proposing to build at this location.

- Donors are entered in to the CDCS National data base that prevents anybody from donating 2-times in any 24-hour period or more than 2-times in any 7-days. Thus, if anybody attempts to violate this policy then they are banned from donating ever again at BioLife Plasma Services.

- Biolife Plasma Services currently operates (once full operational) via appointments. Appointments can be made online, by phone or walk-in. The numbers of walk-ins are higher when a new facility is opened. The number drops dramatically as donors and potential donors get familiar with system. Moreover, although walk-ins are allowed, they are only allowed to wait for an opening if they do not exceed the waiting room chairs, which are typically five (5) chairs. Most donors prefer to make an appointment and come back later.

- They do not deal in "cash," but use debit cards which can be reloaded as future donations are made.

- Clientele are those typically within a 7-mile radius and are single-income households or others looking for supplemental income (i.e., students, workers, parents, and seniors) via a needed cause (donating plasma).

- They utilize surveillance cameras outside their buildings.

- Biolife Plasma Services has elevated the plasma industry.

Thank you.

# Neighborhood Meeting

# Sign-In Sheet

Wednesday, October 30, 2019, 6:00 pm, Avondale City Hall, Sonoran Conference Room (1st Floor), 11465 West Civic Center Drive, Avondale

**Request:** A Conditional Use Permit (CUP) to allow a plasma center use (i.e., BioLife Plasma Services) in the Planned Area Development (PAD) zoning district in accordance with the permitted uses in the City's C-2 (Community Commercial) zoning district. The use is proposed on 2.95 gross acres of vacant/undeveloped land located approximately 220' north of the northeast corner of McDowell Road and 107th Avenue.

**Location:** North of the northeast corner of McDowell Road and 107th Avenue

**This Sign-In Sheet is a Public Record** — **PLEASE PRINT**

| | |
|---|---|
| **Name** Susan [redacted] | **Phone** [redacted] |
| **Address & Zip** [redacted] Avondale 85392 | **E-mail** [redacted] |
| **Name** Richard [redacted] | **Phone** [redacted] |
| **Address & Zip** [redacted], Avondale, AZ 85392 | **E-mail** [redacted] |
| **Name** PATRICE A. [redacted] | **Phone** [redacted] |
| **Address & Zip** [redacted] AVONDALE AZ 85392 | **E-mail** [redacted] |
| **Name** GAYLORD L. [redacted] | **Phone** AS ABOVE |
| **Address & Zip** [redacted] AVONDALE AZ 85392 | **E-mail** AS ABOVE |
| **Name** Gary [redacted] MD, West Valley Pediatrics | **Phone** [redacted] |
| **Address & Zip** 10750 W. McDowell suite G700 | **E-mail** |
| **Name** Pat [redacted] | **Phone** [redacted] |
| **Address & Zip** [redacted] Avondale Az 85392 | **E-mail** [redacted] |

**NEIGHBORHOOD MEETING SIGN-IN SHEET**
**October 30, 2019**

SUSAN & RICHARD [redacted] [redacted] [redacted]
[redacted]
AVONDALE AZ 85392

PATRICE & GAYLORD [redacted] [redacted] [redacted]
[redacted]
AVONDALE AZ 85392

GARY BEREBITSKY, MD [redacted]
WEST VALLEY PEDIATRIC
INVESTMENTS LLC
10750 W MCDOWELL RD STE G700
AVONDALE AZ 85323-5972

PAT [redacted] [redacted] [redacted]
[redacted]
AVONDALE AZ 85392

# Exhibit H

## Email from Resident to Applicant

Received Friday, November 1, 2019

**From:** Patrice [redacted]
**Sent:** Friday, November 01, 2019 4:32 PM
**To:** Dennis Newcombe
**Subject:** RE: Meeting at BioLIfe Glendale

Hello Dennis,

My husband and I found the meeting Wednesday to be very informative and enlightening; so glad we attended.

Thursday on my outing I drove by the BioLife in Glendale and was quite impressed. As we were told, the facility is very well kept, no people lingering about and nice landscaping. When on their website there were pictures of the interior showing it to be very well kept. So I am thinking there is no point at this time for doing a tour.

Thank you for offering to coordinate an interior visit.

Patrice C. [redacted]

Sent from Mail for Windows 10

---

**From:** Dennis Newcombe
**Sent:** Thursday, October 31, 2019 11:32 AM
**To:** [redacted]
**Subject:** Meeting at BioLIfe Glendale

Patrice,

Thank you for attending the meeting last night, it was nice meeting you and your neighbors. As discussed, if you would like to visit the BioLife Glendale location on Nov. 15th we can coordinate a time with the manager to show you around. Also, please feel free to invite anyone else who you think may want to come. Let me know a time that will work and we will get it done.

Thank you again for your continued time and (most importantly) patience – we greatly appreciate it.


## Dennis M. Newcombe
**Planning Consultant**

**Beus Gilbert McGroder PLLC**
701 North 44th Street | Phoenix, AZ 85008
Direct: 480.429.3065 | Main: 480.429.3000 | Fax: 480.429.3100
**Email:** dnewcombe@beusgilbert.com
**Assistant: Wendy Peterson** | 480.429.3138 | wpeterson@beusgilbert.com

Item Number: 4.h.

# CITY COUNCIL REPORT

**SUBJECT:** Public Hearing - Extending the Locally Controlled Alternative Expenditure Limitation - Home Rule Option

**MEETING DATE:** 12/9/2019

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**TO:** Mayor and Council

**FROM:** Lindsey Duncan, Finance & Budget Director, (623) 333-2011

**THROUGH:** Charles A. Montoya, City Manager, (623) 333-1016

**PURPOSE:**

City Council will hold the first of two required public hearings on the alternative expenditure limitation (home rule option).

**BACKGROUND:**

Title 42 of the Arizona Revised Statutes requires the adoption of a balanced budget where estimated revenues and resources are greater than or equal to the appropriated expenditures. In addition to the requirement of an adopted budget, the State Constitution imposes an expenditure limitation on every city and town in the State. The State-imposed limitation uses expenditures of local revenues from Fiscal Year (FY) 1980 as a baseline. Each year, the Economic Estimates Commission (EEC) adjusts baseline expenditure limitation based on inflation and the population growth in the community to establish a new expenditure limitation. Avondale's State-imposed expenditure limitation for FY2020 is $56.3 million.

Certain revenues are specifically excluded from the State-imposed expenditure limitation. Examples of revenues exempted from the State-imposed limitation include revenue received from the issuance of bonds, revenue received from interest or dividends, revenue from Federal grants, and intergovernmental revenue already subject to another entity's expenditure limitation.

The State Constitution provides three options for cities and towns to exceed the state imposed expenditure limitation.

- Alternative expenditure limitation (local home rule option)
- Permanent base adjustment
- One-time override

All of the options require voter approval. If none of the options are approved by the voters, the State-imposed limitation will apply.

*Home rule option*

The home rule option allows the City to set its own expenditure limitation when the budget is adopted. Home rule must be approved by the voters, and is good for a period of four years. After the four years, extending the home rule option must be approved by the voters again. The City of Avondale voters last approved Home

Rule in August 2016. To add the home rule option to the 2020 ballot, Avondale must hold two public hearings and after the second public hearing, a two-thirds majority of the City Council must vote to refer the home rule option to the 2020 ballot.

*Permanent base adjustment option*

A permanent base adjustment modifies the expenditure limitation base from FY1980. The permanent adjustment allows the City to increase the base expenditures from FY1980 and calculates the impact of the population and inflation on that new base. If voters approve the adjustment, the adjustment to the expenditure limitation is permanent.

*One-time override option*

Any City may exceed its State-imposed limitation by a one-time override. This override is effective for one year, and does not affect the expenditure limitation base.

**DISCUSSION:**

In 2016, the Avondale voters adopted an alternative expenditure limitation – Home Rule option, with 86% voting yes and 14% voting no. The Home Rule option expires at the end of FY2021.

The FY2020 adopted City budget is $236.7 million and staff estimates approximately $200 million is subject to the state imposed expenditure limitation. The current State-imposed limitation is $56.3 million. Staff estimates the City would have to cut approximately $139 million from its budget or pay a penalty from the City's share of state income tax.

There are several factors that cause the City's budget to exceed the State-imposed expenditure limit.

Since 1979, the voters of Avondale have approved revenues to enhance city services that are not included in the state imposed expenditure limit. Examples include the public safety sales tax (approved 2003), the dedicated sales tax for streets, transit, and utility improvements (approved 2001), the increase in general fund sales tax from 1% to 1.5% (1990), and the transient lodging tax (1989). If the City was subject to the state-imposed expenditure limitation, the City would continue to collect these revenues but would not have the authorization to spend those revenues.

Additionally, the City funds a significant portion of capital improvements in the City through transfers of operating funds rather than debt. Utilizing existing funds rather than debt allows the City to save money from interest payments and preserve financial flexibility in the future. The state-imposed expenditure limitation incentives the use of debt since monies received from debt issuances and payments on debt are exempted from the state imposed limitation.

**BUDGET IMPACT:**

Extension of the alternative expenditure limitation - home rule option would allow the City of Avondale to continue to locally control the budget for the City from FY2022 to FY2025.

Without an alternative expenditure limitation, Avondale would either need to cut expenses to fall below the state imposed limit or pay a penalty as a portion of state shared income tax. For example, staff estimates the City FY2020 is $144 million above the state imposed limitation. If home rule had not been in effect, the City would either need to cut that amount from the budget or pay a penalty of $3.7 million (one-third of the City's state income tax allocation.).

**RECOMMENDATION:**

Staff recommends that City Council hold the first required public hearing on the alternative expenditure limitation - home rule option.