



City of Avondale

City Council Online Meeting

Monday, October 19, 2020

Mayor and Council

Kenneth 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

Tracy Stevens, Deputy City Manager | Cherlene Penilla, Deputy City Manager

Nicholle Harris, City Attorney | Marcella Carrillo, City Clerk

Online Meeting

Join the meeting and view presentations: <https://avondaleaz.zoom.us/j/3083557784>

Using a Mobile Device? Download the Zoom Cloud Meeting App

Join the meeting with audio only: Call 301-715-8592 (meeting ID: 308 355 7784)



City Council Online Meeting Notice & Agenda Monday, October 19, 2020

To join the meeting and view presentations, visit <https://avondaleaz.zoom.us/j/3083557784>

Using a Mobile Device? Download the Zoom Cloud Meeting App

To join the meeting with audio only (no presentations), call 301-715-8592 (meeting ID: 308 355 7784)

WORK SESSION 6:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. PUBLIC SAFETY UPDATE

City Council will receive an update from staff regarding current programs, initiatives, and strategies being developed or established by the Police Department.

3. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should email their comments to CityClerk@AvondaleAZ.gov prior to consideration of that agenda item.

REGULAR MEETING

7:00 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 September 21, 2020 City Council Meeting Minutes. The Council will take the appropriate action.

b. DESIGN-BUILD AGREEMENT WITH WILLMENG CONSTRUCTION FOR THE BLVD WATER FEATURES

City Council will consider a request to: (a) approve a Design-Build Agreement with Willmeng Construction to provide design-build services for The BLVD Water Features Project in an amount not-to-exceed \$4,800,000 for design and construction with a negotiated amount of \$400,000 for the design and pre-construction services; (b) authorize the necessary budget transfers; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents and any future amendments. The Council will take appropriate action.

c. BUDGET TRANSFER FOR PUBLIC ART PROJECTS

City Council will consider a request to approve a budget amendment in the amount of \$130,000 to increase spending authority for Public Art projects. The Council will take appropriate action.

d. RESOLUTION 1070-1020 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE EXCHANGE OF SERVICES (ENTENTE)

City Council will consider a request to adopt Resolution 1070-1020 authorizing an Intergovernmental Agreement (IGA) with Maricopa County for the purpose of the exchange of services for roadway maintenance (Entente Program), and authorize the Mayor, the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. RESOLUTION 1071-1020 - VICTIM ASSISTANCE GRANT AWARD FROM THE STATE OF ARIZONA

City Council will consider a request to adopt Resolution 1071-1020 authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of \$868,766 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2020 through September 30, 2023 and authorize the Mayor, the City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. ORDINANCE 2032-1020 - APPROVAL OF A WAIVER OF THE FOUR-YEAR ADVANCE NOTICE OF ABANDONMENT OF ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) RIGHT-OF-WAY ALONG THE WEST SIDE OF 107TH AVENUE BETWEEN MCDOWELL ROAD AND INTERSTATE-10

City Council will consider a request to adopt Ordinance 2032-1020 approving a waiver of the four-year advance notice of abandonment of Arizona Department of Transportation (ADOT) Right-of-Way along the west side of 107th Avenue between McDowell Road and I-10, and authorize the Mayor, the City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. ORDINANCE 2031-1020 - CHANNEL & LEVEE EASEMENT AND AGREEMENT WITH MARICOPA COUNTY FLOOD CONTROL DISTRICT

City Council will consider a request to adopt Ordinance 2031-1020 approving a Permanent Flood Control Channel and Levee Easement and Agreement for Flood Control Purposes with the Flood Control District of Maricopa County and authorize the Mayor, the City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

4. REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 1072-1020 - MAJOR GENERAL PLAN AMENDMENT FOR FULTON HOMES ACCLAIM - APPLICATION PL-20-0043

City Council will hold a public hearing and consider a request by Mr. Stephen W. Anderson, Gammage & Burnham PLC, to adopt Resolution 1072-1020 approving a Major Amendment to the Avondale General Plan 2030 Land Use Map for Fulton Homes Acclaim, a proposed 153.20 gross acre planned development at the northwest corner of 99th Avenue and Thomas Road. The proposed Major General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations for the property from 114.73 gross acres of Mixed Use and 38.47 gross acres of Freeway Commercial to Medium Density Residential (MDR). City Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2033-1020 - REZONING FROM COMMUNITY COMMERCIAL (C-2) TO PLANNED AREA DEVELOPMENT (PAD) FOR FULTON HOMES ACCLAIM - APPLICATION PL-20-0086

City Council will hold a public hearing and consider a request by Mr. Stephen W. Anderson, Gammage & Burnham PLC, to adopt Ordinance 2033-1020, rezoning 153.20 acres of land at the northwest corner of 99th Avenue and Thomas Road from Community Commercial (C-2) to Planned Area Development (PAD). The proposed Fulton Homes Acclaim PAD will allow for a 581-lot, master-planned single-family development at a density of approximately 4.0 dwelling units per acre. A request to change the General Plan 2030 Land Use Map designation of the property from Mixed Use and Freeway Commercial to Medium Density Residential (MDR) will be considered separately. The Council will take appropriate action

c. PUBLIC HEARING AND ORDINANCE 2034-1020 - REZONING FROM AGRICULTURAL (AG) TO COMMERCE PARK (CP) FOR BEST WESTERN AND MICROTEL HOTELS - APPLICATION PL-19-0248

City Council will hold a public hearing and consider a request by Mr. Ranjit Singh, IB Hospitality, LLC, to adopt Ordinance 2034-1020, rezoning approximately 3.6 acres of land located east of the north terminus of Eliseo C. Felix Jr. Way, south of Interstate 10 from Agricultural (AG) to Commerce Park (CP) to allow for the development of two (2) hotels on the subject property. City Council will take appropriate action.

5. ADJOURNMENT

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

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

CITY COUNCIL REPORT

SUBJECT: Public Safety Update

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police 623-333-7207

THROUGH: Gina Montes, Assistant City Manager, (623) 333-1012

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

PURPOSE:

City Council will receive an update from staff regarding current programs, initiatives, and strategies being developed or established by the Police Department.

BACKGROUND:

The last public safety update presented to City Council was during February of 2017. Since that time, the department has continued to develop programs and community partnerships using the principles of the 21st Century Policing to expand and develop our relationship with our community.

Since the last update, the police department has added 21 new sworn officers and 13 new professional staff positions, added two new police substations, and is currently involved in a new construction and re-model project at the main police building. The department continues to expand our partnerships with our citizens to build trust and transparency with our community.

DISCUSSION:

Staff will describe how the police department has built a foundation of community programs and engagement events over the last several years. The foundation includes such initiatives as hosting, organizing, and attending Christmas events within the city. It also includes being actively involved in supporting other organizations within the city that support our community. This includes food drives, fundraisers, and school events. The department has expanded our outreach into the community with social media, new substations, police explorers, neighborhood resource officers, and the community action team.

The discussion will also include an update on current initiatives and future strategies, that continue to expand our connection with our citizens. This includes, ensuring the accountability of our current processes, roles and responsibilities of the new school resource officers and new school resource sergeant, creating more connection to our elementary schools and charter schools, engaging high school and college students, while also ensuring our department policies, equipment and training are updated and current.

BUDGET IMPACT:

There are no budgetary requests at this time.

RECOMMENDATION:

For information and City Council discussion. Initiatives described in this presentation may have a four to six month implementation period due to the length of time hiring and training personnel and depending on the status of the COVID-19 pandemic.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 10/19/2020

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Deputy City Manager, 623-333-2218

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

PURPOSE:

City Council will consider a request to approve the September 21, 2020 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 approve the September 21, 2020 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
September 21, 2020

A **Work Session** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:04 p.m. All participants attended by phone or video.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, Interim City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Three members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. OPEN MEETING LAW

Nicholle Harris, Interim City Attorney, presented information regarding Open Meeting Law. She stated the Arizona Open Meeting Law (OML) is contained in ten statutes. It was originally adopted in 1962 and was later amended in 1982 to authorize the Arizona Attorney General and County Attorneys to enforce the statute and pursue legal action against violators. The law was amended again in 2017 to clarify what constitutes a “meeting,” and to increase penalties for subsequent violations. There are various Attorney General opinions on the application of the OML.

In 2008, the Arizona Attorney General provided an opinion that determined remote meetings are acceptable, so long as notice is provided, an agenda is available and there is opportunity for the public to listen and attend. Given the COVID pandemic, the Attorney General provided an informal opinion in March of 2020 that reiterated the Zoom platform is acceptable for open meeting laws, as long as meeting holders adhere to the requirements of notice, agenda, and public access.

The OML is intended to maximize public access to the government process through open deliberation and proceedings to the public. It is intended to prevent public bodies from secret decision-making. Any business that the Council transacts should take place via a noticed and published meeting that is open to the public.

The statutes contain the declaration of public policy, which dictate the following:

- Meetings of public bodies will be conducted openly.
- Notice and agendas must inform public of all matters covered.
- Interpret laws in favor of open and public meetings.

Definitions of “Public Body” include:

- City and Town Councils.
- Boards and Commissions of the city or town.
- All corporations and other instrumentalities whose boards of directors are appointed or elected by the city or town council.
- All quasi-judicial bodies of the city or town.
- Standing, special or advisory committees or subcommittees of the city or town.

In summary, a public body is any entity officially established by City Council for the purposes of making a recommendation concerning the decision to be made or course of action to be taken by the Council. A “meeting” is defined as a gathering, in person or through technological devices of a quorum of members of the public body at which they discuss, propose or take legal action, including deliberations.

The 2017 amendment clarified the definition of meeting as follows: “A one-way electronic communication by one member of the public body that is sent to a quorum of the members of the public body and that proposes legal action.” Another definition included in the 2017 amendment describes what a meeting includes as follows: “An exchange of electronic communications among a quorum of the public body that involves a discussion, deliberation or the taking of legal action by the public body concerning a matter likely to come before the public body for action.”

For serial meetings, it is not necessary for a public body to communicate simultaneously in order for a meeting to occur. A series of gatherings of less than a quorum may constitute a meeting if City business is discussed. This means that if a Council Member talks to other Council Members about City business and then one of those Council Members talks to another Council Member about the same thing, a meeting has taken place.

Agenda and notice requirements are as follows:

- Post all meeting notices and agendas on the City website.
- Post notice of the meeting at least 24 hours before the meeting. This timeframe includes Saturdays if the public has access to the physical location where the notice is. This timeframe excludes Sundays and holidays.
- An emergency meeting is the only exception to the 24-hour notice requirement, but this is rare and are usually not justified under the OML.

Agenda requirements are as follows:

- Date, time and place of meeting.
- Agendas must list the specific matters to be discussed, considered or decided.
- Executive session agenda cannot simply recite the statutory language.
- Must contain information reasonably necessary to inform the public and members of what will be considered.
- Council may only discuss, consider or make decisions only on matters listed on the agenda and other matters related thereto.

To avoid OML violations, the agenda should not contain legalese, acronyms or technical terms that may not be known to the general public. Agendas should not contain general non-descriptive terms that do not clearly identify topics.

There is one situation in which a report can be given without listing the specific matter on the agenda. The exception applies to City Council Members and the City Manager, who may provide a brief summary of current events without listing it on the agenda. In this case, two requirements must be met: 1) The agenda must state that there will be a summary or report of current events; and 2) the City Council must not propose, discuss, deliberate or take any legal action on the matter in the summary.

In terms of Executive Sessions, there are nine exceptions when business may be discussed outside of the public view. School safety plans or programs and security plans were recently added to the statute.

Executive session agendas must comply with the following:

- Must include detail of item to be discussed.
- Must provide more than just a recital of the statutory provision.
- Agenda language should not defeat the purpose of the executive session or compromise the legitimate privacy concern or attorney-client privilege.
- No legal action or final vote shall be taken in the executive session.
- Council may direct staff and attorney as provided in the statutes.
- Reaching a consensus is appropriate, per Attorney General.
- Business conducted in executive session is confidential.

In terms of the call to the public, the public has the right to attend and listen, but not participate. The statute permits a call to the public on the agenda on matters within the public body's jurisdiction. Council Members are limited to responding to personal criticism; asking staff to review a matter; asking that a matter be put on a future agenda. Responding to personal criticism is limited to personal attacks. Council shall not discuss or take legal action on matters raised during open call to the public unless the matter was properly noticed for discussion and legal action.

With regard to potential violations and specifically circumventing the OML, a member of the public body may not knowingly instruct staff to communicate in violation of the OML. Sanctions may be imposed upon any person who knowingly aids, agrees to aid, attempts to aid another person in violating the open meeting laws.

Susan Segal, attorney with Gust Rosenfeld Law, presented additional information. Ms. Segal provided the definition of the term “propose”. Discussion is not necessary to create a violation; one-way communication alone is enough to constitute a violation. A single board member may violate OML if they propose legal action among a quorum outside of a properly noticed meeting. The board members may discuss a concept but be careful not to propose legal action. Care should be taken in use of emails to discuss City business in order to avoid potential violations. Examples of possible violations was presented.

Examples of impermissible communications include:

- Emails to a quorum of the Council proposing legal action.
- An email exchange of facts and or opinions, if it is foreseeable that the topic may come before the Council for action.
- Forwarding or responding to emails involving a majority of the Council.
- Email discussions about City business between less than a quorum of the members that are forwarded to a quorum by a Council Member.

Examples of permissible communications include:

- A staff member e-mails a quorum of Council and there are no further emails among the members.
- A Council Member copies other Council Members on an emailed response to a constituent inquiry.
- An email request by a Council Member to staff for specific information. Staff may reply to all, as long as the response does not communicate opinions of other Council Members.
- A Council Member sends an article, report, or other factual information to the other members or staff with a request to include it in the Council's agenda packet and the agenda packet is distributed by e-mail.

There is no distinction between discussing facts versus opinions among a quorum. A two-way discussion of facts and/or a two-way discussion of opinions is a violation of OML.

In terms of social media, it may be deemed a discussion among a quorum for a board member to “like” a post or the person who posted. An example is a situation where a board member posts a comment about an election and three other board members “liked” it. Statute 38-431.09 was amended two years ago to deal with social media and media in general. There was an Attorney General opinion, stating that if a quorum speaks to the press and provides an opinion on a matter, this is not an open meeting law violation, as it is not principally directed at or directly given to another Council Member and there is no concerted plan to engage in collective deliberation.

Ms. Harris stated that it is not a violation of the OML to have a gathering of the quorum to discuss matters not related to City business or at a social event where no City business is discussed. The City may post a courtesy agenda to announce that a quorum will be present at the event but note that no business will be discussed, and no legal action will be taken. If a violation has taken place, the statute provides that any actions taken are null and void. The actions must be ratified, including a written description of the action. The board must post at least 72 hours before the meeting its intent to ratify the action.

The Attorney General has opined that depending on the circumstances, the formality may not be necessary. If possible, the item may be added to the next agenda for reconsideration and ratification. The Attorney General's Office or County Attorney may launch an investigation upon receipt of a complaint of violation.

If a violation is found, possible penalties include civil penalties, removal of the officer who violated the law, and officer assessed with all costs awarded to the plaintiff. The City may not spend public monies for legal counsel to defend the officer, unless the body has authority to make expenditure and takes legal action at a noticed meeting approving the expenditure. The enforcement body for OML violations is the Attorney General's Open Meeting Law Enforcement Team (OMLET). They investigate complaints and are the only entity that may sue elected officials for OML violations. The County Attorney also has enforcement authority; however, they do not normally get involved. The County Attorney does not have the authority to sue individuals for OML violations. The statutes provide that any citizen can sue a public body for a violation of the OML. The Courts would then order the public body to comply with the OML.

Council Members thanked staff for the thorough presentation and did not have any additional questions for staff.

Vice Mayor Dennis requested a copy of the presented material for future reference.

3. ADAPTIVE REUSE OF RESOURCE CENTER BUILDING AT 328 W. WESTERN AVE

Chris Lopez, Neighborhood and Family Services Director; presented information on The Opportunity Tree, a non-profit organization seeking to provide services to individuals with intellectual and developmental disabilities (IDD) and their families out of the Resource Center building at 328 W. Western Ave.

Mr. Lopez stated that the Care1st Avondale Resource Center currently operates out of a facility located at 328 West Western Avenue. A new resource center is currently under construction, which is expected to be completed at the end of the year. It is anticipated that services to the public will be transitioned into the new facility in early 2021. With this transition in mind, staff wanted to set goals for the potential use of the building. Staff have deemed it in the City's best interests to hold a competitive process, which would allow the opportunity for innovative options. It is also important to obtain good use of the space by identifying a nonprofit partner to use the building and be able to expand health and human services currently being offered in Avondale and in the area. Another goal was to identify a partner with a record of success in the Valley and to ensure that the organization has the financial capacity for sustainability to make the necessary improvements to the building. The partner will also need to be willing to enter into a lease agreement with the City.

The Request for Proposals was issued on July 8, 2020. An announcement was published on the City's vendor registry site and other venues. Email announcements were sent to 27 nonprofit organizations. A pre-submittal meeting was held on July 22nd with six organizations in attendance. After that meeting, one organization requested a tour of the site, which was provided. Proposals were due on August 5th and the evaluation process

begun on August 20th. An evaluation committee was comprised of City staff from Neighborhood and Family Services, Economic Development and Facilities. The committee utilized a set of evaluation criteria consistent with the outlined goals.

A single proposal was received from The Opportunity Tree, a nonprofit agency established in 1963 which has demonstrated a history of serving the community. The agency provides support and programming for individuals with intellectual and developmental disabilities. The agency is currently operating in three locations: Phoenix, Maricopa and Casa Grande. Services for IDD individuals are currently limited in the Southwest Valley. The agency has an operating budget of \$14 million with operating reserves of \$2 million. The agency's proposed programming and services include adult day programs, vocational and employment services, and youth transitional services. Their partnerships include Arizona Division of Developmental Disabilities, behavioral health specialists and therapists, and federal and state benefit specialists.

The proposed lease structure is as follows:

- Three-year lease agreement.
- Discounted lease rate based on a percentage of fair market rent (FMR).
- Rate to be evaluated annually.
- Rate could be reevaluated at the end of year three.

For year one (1), the recommendation is for 10 percent of FMR (\$650 per month). Years two (2) and three (3) would be 30 percent of FMR (\$1,950 per month).

Important considerations include:

- The proposal received high scores from all panel members.
- The organization appears to be fiscally sound and has a history of success.
- There is strong evidence of partnerships and collaboration.
- Capacity to adapt and maintain a City asset.
- Commitment to outreach, marketing, and stakeholder engagement.
- Services fill a vital need in the community.

Council Member Pineda said he assumes the agency will retrofit and rehab the property to fit their needs and asked whether the City would be responsible for any of the costs. Mr. Lopez stated that the agency has proposed minimal changes to the building, including ensuring ADA compliance. They propose adding a small pony wall to separate some programming areas. The agency will be responsible for ongoing maintenance. Council Member Pineda addressed transportation, inquiring as to whether there will be drop-offs, pick-ups or designated zones. Mr. Lopez said the proposal does not include any information in this regard, but staff can follow up on this. Council Member Pineda agreed that it would be a good use for the building, especially in terms of proximity to the new Care1st facility.

Council Member Kilgore thanked staff for the presentation and stated that this is a good opportunity for the City. He asked about other local partnerships of The Opportunity Tree. Mr. Lopez said the agency has programming in three cities and noted some of their work with the City of Scottsdale and the City of Phoenix. They recently received funding from

the City of Phoenix to open a media arts space, which has been highly successful. The agency has plenty of experience working with other cities as well as school districts. Council Member Kilgore stated he was intrigued to hear about their support for youth with obtaining employment. He expressed his appreciation for the sharing the information.

Council Member Conde asked Mr. Lopez if he had heard of Opportunity Tree before this time. Mr. Lopez said this was the first time he was aware of the agency. He subsequently did thorough research and reviewed the application several times. He is very impressed with the organization. Council Member Conde inquired whether staff has visited any of the agency's other facilities. Mr. Lopez confirmed that staff made a visit to determine how the agency was maintaining assets and programming and there were no concerns. Council Member Conde asked if the facility will be similar to The Start where day programs are available for disabled adults. Mr. Lopez stated that Opportunity Tree is far more comprehensive, providing a wealth of programs and services, serving a variety of ages. He noted the agency has a creative arts component.

Council Member Nielson inquired as to the size of the population to be served. Mr. Lopez stated that expected average daily attendance is 25 to 30 individuals. Their expected service to the community on annual basis is around 200 to 250 who visit the center for services similar to the Resource Center.

Council Member Malone asked for confirmation of the age range being served. Mr. Lopez said the adult program serves ages starting at 18. The youth program serves ages 14 through 22. Council Member Malone asked whether the location would incorporate job training, adult daycare and creative arts all in one. Mr. Lopez confirmed the understanding, noting that is a very comprehensive program. Council Member Malone asked how the agency has approached working with school districts. Mr. Lopez stated that the agency communicated an aggressive marketing and outreach plan, including direct contacts with school districts and special education teachers. They will likely have promotions during City and school events.

Vice Mayor Dennis asked whether the application demonstrates service to the southwest Valley at this time. Mr. Lopez said they do not currently serve individuals in the southwest Valley as they have a strong presence in the east Valley. They are well aware of the City's school districts. Vice Mayor Dennis inquired on the hours of operation. Mr. Lopez said he would need to follow up with this question; however, they are expected to be consistent with similar programs, which operate from approximately 8 a.m. to 6 p.m. Monday through Friday. Vice Mayor Dennis referenced the significant rental discount for the first year, based on the Agency's intent to make improvements to the building. She asked for additional details on the required improvements. Mr. Lopez stated that the improvements to date include the mentioned small wall and evaluating the space to ensure accessibility. There will likely be expenses not fully determined at this time, such as expenses for equipment and supplies. Vice Mayor Dennis asked if there has been a preassessment of the building's condition. Mr. Lopez confirmed that the facilities manager became involved in the process early on. There is language in the proposal to include inspection cycles and maintenance expectations. There will be an additional meeting and site visit before

contracts are signed. Vice Mayor Dennis commented that this is an opportunity to provide an important resource to the Southwest Valley.

Mr. Montoya stated staff will ensure the organization is successful within the City.

Mayor Weise thanked Mr. Lopez for the presentation. He noted that the building is much different than the senior center. He appreciates that the agency will be taking occupancy with its eyes open and that the City has been very forthcoming. This is a great use of the facility in terms of filling a gap in social needs in the West Valley.

4. ADJOURNMENT

There being no further business before the Council, Council Member Nielson moved to adjourn the Work Session meeting; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:11 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 7:11 p.m. All participants attended by phone or video.

Mayor Weise requested a moment of silent reflection in memory of Supreme Court Justice Ruth Bader Ginsburg.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Tracy Stevens, Deputy City Manager; Nicholle Harris, Interim City Attorney; Marcella Carrillo, City Clerk; Cindy Blackmore, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Jeff Case, Fire Chief; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Chris Lopez, Neighborhood and Family Services Director; Kevin Murphy, Development and Engineering Services Director; Dale

Nannenga, Police Chief; Cherlene Penilla, Human Resources Director; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Five members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

None.

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.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Mayor Weise requested agenda item 3c. Resolution 1063-0920 Appointment of City Attorney.

Vice Mayor Dennis congratulated the Fire and Medical Department on being awarded the SAFER grant, which is scheduled to be approved through agenda item 3g. Mayor Weise concurred with Vice Mayor Dennis, explaining the City has applied for similar grants in the past but the terms were difficult for the City to work with due to various economic difficulties.

Having no additional requests from Council, motion was made by Council Member Pineda, seconded by Council Member Malone, to approve the Consent Agenda with the exception of agenda item 3c.

Upon vote, the motion carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

a. MINUTES

City Council approved the August 24, 2020 and September 8, 2020 City Council Meeting Minutes.

b. FISCAL YEAR 2020-21 (FY2021) BUDGET ADJUSTMENTS

City Council approved a request to adjust the FY2021 budget and interfund transfer schedules for budget carryover and items not included in the FY2021 adopted budget.

c. RESOLUTION 1063-0920 APPOINTMENT OF CITY ATTORNEY

This item was pulled further discussions. Item is listed below in more detail.

d. RE-PLAT OF “99TH & ENCANTO” FOR AVONDALE STATION (FORMERLY VIRTUA99) - APPLICATION PL-20-0165

City Council approved a request by Mr. Adrian Betts, Virtua Partners, 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 (7) lots, dedicates 99th Avenue right-of-way, creates tracts for private streets, and dedicates public water and sewer easements and private easements to serve future development of the lots. A previous Re-Plat of this property was approved by the Council in December 2019 but was not recorded for reasons related to the timing of easement dedications over the then-existing United States Bureau of Reclamation (BoR)/Salt River Project (SRP) easements.

e. FINAL PLAT FOR AVONDALE 50 - APPLICATION PL-20-0139

City Council approved a request by Mr. Matt Visnansky, Opus Development Company, for approval of a Final Plat for Avondale 50, approximately 59.88 gross acres of land located at the northwest corner of 119th Avenue and Corporate Drive. Consistent with the approved Avondale 50 Planned Area Development (PAD), the proposed Final Plat creates lots for each of the three (3) planned light industrial buildings on the Avondale 50 site, dedicates half street, right-of-way for 119th Avenue and Corporate Drive adjacent to the site, and dedicates public utility and sewer easements to serve the future commerce park. Additionally, the proposed Final Plat dedicates the north half street, right-of-way for Corporate Drive from the west boundary of the Avondale 50 site to Fairway Drive, resulting in the creation of a fourth lot and remnant tract, under separate ownership, west of the Avondale 50 development site.

f. ORDINANCE 2027-0920 DEDICATION OF A PUBLIC SEWER PIPELINE EASEMENT FOR VERDE TRAILS

City Council adopted Ordinance 2027-0920 for the dedication of a public Sewer Pipeline Easement for the City of Avondale to access, operate, repair and maintain a sewer pipeline and associated facilities and authorized the Mayor, or City Attorney and City Clerk to execute the necessary documents.

g. GRANT AWARD - STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER)

City Council approved a request to authorize the Staffing for Adequate Fire and Emergency Response (SAFER) grant from the U.S. Department of Homeland Security, Federal Emergency Management Administration (FEMA) for \$3,090,402, authorize 14 new positions, amend the Fire-Medical budget and authorized the City Manager, City

Attorney, Finance and Budget Director, and City Clerk to execute the necessary document.

ITEM PULLED OFF THE CONSENT AGENDA FOR FURTHER DISCUSSION:

c. RESOLUTION 1063-0920 APPOINTMENT OF CITY ATTORNEY

City Council considered a request to adopt Resolution 1063-0920, appointing Nicholle Harris, as the City Attorney of the City of Avondale, and authorize the Mayor, City Manager, City Clerk and Special Counsel to execute the necessary documents.

City Council congratulated Ms. Harris. Each member shared a few words, expressing their appreciation for Ms. Harris.

Council Member Kilgore moved to adopt Resolution 1063-0920, appointing Nicholle Harris, as the City Attorney of the City of Avondale, and authorized the Mayor, City Manager, City Clerk and Special Counsel to execute the necessary documents; Council Member Pineda seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

4. ADJOURNMENT

There being no further business before the Council, Vice Mayor Dennis moved to adjourn the Regular Meeting; Council Member Malone seconded the motion.

Upon vote, the motion was carried unanimously 7 to 0.

Council Member Conde	Aye
Council Member Kilgore	Aye
Council Member Malone	Aye
Council Member Nielson	Aye
Council Member Pineda	Aye
Vice Mayor Dennis	Aye
Mayor Weise	Aye

Meeting adjourned at 7:24 p.m.

Kenneth 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 21st day of September 2020. I further certify that the meeting was duly called and held, and that the quorum was present.

Marcella Carrillo, City Clerk

Date Approved by City Council

CITY COUNCIL REPORT

SUBJECT: Design-Build Agreement with Willmeng Construction for The BLVD Water Features

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Kevin Murphy, PE, Development and Engineering Services Director, (623) 333-4011

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

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

PURPOSE:

City Council will consider a request to: (a) approve a Design-Build Agreement with Willmeng Construction to provide design-build services for The BLVD Water Features Project in an amount not-to-exceed \$4,800,000 for design and construction with a negotiated amount of \$400,000 for the design and pre-construction services; (b) authorize the necessary budget transfers; and (c) authorize the Mayor, or City Manager and City Clerk to execute the necessary documents and any future amendments. The Council will take appropriate action.

BACKGROUND:

On June 1, 2020, Council was provided with an update on The BLVD Specific Plan visioning and marketing initiatives. The City's vision for The BLVD is to be a pedestrian-oriented, walkable, family-friendly live-work-play-entertainment attraction. The Plan presented innovative ideas to drive the design framework for placemaking in The BLVD. The core of the development is the Park Avenue District, and the City is initiating placemaking by designing and constructing several water features in the Park Avenue District.

There are three (3) water features envisioned as follows:

Water Feature 1 – The Lake

Water Feature 1 will be a water feature located south of The BLVD near the center of the site. This is the largest of the three water features, with an area of approximately 0.8 acres, and is meant to provide a lake-like setting. The lake will be stocked with fish for pedestrian viewing, but not for fishing.

The City anticipates a pedestrian crossing across the water surface for connectivity within this future central plaza area.

Water Features 2 and 3 – “Entry Water Features”

Water Features 2 and 3 are located at the intersection of Avondale Boulevard and The BLVD, at the northeast

and southeast corners of the intersection. These two water features serve as entry features into the development and are the points of focus at this major intersection, setting the stage for the future development within the Park Avenue District.

Water Features 2 and 3 each measure approximately 2,500 square feet, and each are envisioned to feature fountains, waterfalls, and prominent BLVD Logos mounted within the water features.

The City desires to partner with a design-build firm that will work with City Staff to provide alternative options and design for our consideration.

DISCUSSION:

In accordance with the City's Procurement Policy, the City published a formal Request for Statements of Qualifications and Willmeng Construction, was selected as the most qualified firm to provide design-build services for this project. Staff requested, received and negotiated a proposal from Willmeng Construction for design-build services for this project in the amount of \$335,408.

The total project budget is estimated at \$4.8 million for design and construction and includes design, construction, survey, soils investigation, testing/inspections, furnishings, utility design, plan review and permit fees, impact fees, county fees, IT (fiber/security/network), and contingency. \$400,000 of \$4.8 million will be funded by Economic Development. Plan review and permit fees are estimated at \$33,000 for engineering plan review, \$140,000 for engineering permit fees, and \$25,000 for planning fees. Impact fees are estimated at \$41,000 for water meter and \$21,000 for wastewater. Other estimated fees include are \$10,000 for SRP Electrical Design and \$5,000 for Maricopa County Dust Control.

PRELIMINARY SCHEDULE

Notice to Proceed - October 20, 2020
Design and Utility Coordination - October 2020 - January 2021
Guaranteed Maximum to City Council - February 2021
Construction - March 2021 through June 2021

Strategic Plan Alignment

Initiative: Foster Sustainable Community Development

Goal: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities.

BUDGET IMPACT:

The BLVD Water Feature was not in the Adopted FY2021 Budget and the budget will need to be transferred from the General Fund contingency, which is based by cash reserves. The proposed transfer for the design of the water feature at the BLVD will reduce the General Fund balance above the minimum reserve by \$400,000.

RECOMMENDATION:

Staff recommends that the City Council approve a Design-Build Agreement with Willmeng Construction to provide design and pre-construction services for The BLVD Water Features Project in an amount not to exceed \$400,000, establish a Capital Improvement Project budget of \$4,800,000 of which \$400,000 is funded by Economic Development, authorize the necessary budget transfers, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

**DESIGN-BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.**

THIS DESIGN-BUILD AGREEMENT (this “Agreement”) is made as of the date signed below, by and between the City of Avondale, an Arizona municipal corporation (the “City”), and Willmeng Construction Inc., an Arizona corporation (the “Contractor”), for complete design and construction services related to The BLVD Water Features project, located on the east side of Avondale Boulevard and extends between Van Buren Street and Roosevelt Street south of Interstate 10 and other items as deemed necessary by the City (the “Project”). The City and the Contractor are referred to herein individually as a “Party” and collectively as the “Parties.”

**ARTICLE 1
GENERAL**

1.1 Project Summary. The Contractor 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 Contractor will also take the necessary steps 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) creating all design documents including the Construction Documents pursuant to Section 2.2 below, (C) the Pre-Construction Phase General Services, pursuant to Section 2.3 below (the “Pre-Construction Phase General Services”), and (D) the Post-Construction General Services. The Contractor 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 Contractor 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 Contractor shall prepare and submit the GMP Proposals pursuant to Article 3 below. If the City and the Contractor agree upon the respective GMP Proposals, the Contractor 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 Contractor 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 Contractor, 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, Contractor 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 Contractor 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 Contractor’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 Contractor, attached hereto as Exhibit B and incorporated herein by reference.

2. This Agreement.

3. The Construction Documents.

4. The Contractor’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 Contractor'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 Contractor'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 Contractor, 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 Contractor 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 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 Contractor, 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 Contractor in accordance with the Contract Documents, certified to the City by the Contractor.

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 Contractor 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 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 Site.

6. The presence of which on adjacent properties could constitute a trespass by the Contractor 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 Contractor at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by the Contractor after Substantial Completion.

AA. “Shop Drawings” means drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor 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 Contractor or any person or entity directly or indirectly in privity with the Contractor 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) Creating all design documents, including the 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) Post-Construction Services, (6) Additional Services that may be provided pursuant to an approved Change Directive or Change Order in accordance with Article 8 below and (7) 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 Contractor 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 Contractor 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. 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 Contractor. 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 Contractor 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 Contractor to communicate directly with other City officials. 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 Contractor and to call periodic conferences to be attended by the Contractor and the Contractor's Subcontractors.

B. 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 Contractor or its Subcontractors, except as otherwise specifically modified by this Agreement.

C. No Third-Party Relationships. The Contractor 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 Contractor.

D. Requests for Information. The City shall examine requests for information/direction submitted by the Contractor 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 Contractor, (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.

E. Notice to Contractor of Defect. If the City observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, the City shall give written notice thereof to the Contractor.

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

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

H. Notices. The City shall send to the Contractor copies of all notices and communications sent to or received by the City relating to the Contractor's Services with respect to the Project.

1.6 Contractor Representations.

A. Standards. The Contractor shall provide the design, professional management, construction and post-construction services for the Project in accordance with the terms and conditions of this Agreement. The Contractor 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 Contractor 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 Contractor shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Contractor shall develop and coordinate procedures to provide answers to Subcontractors' questions. The Contractor shall use best efforts to utilize minority business enterprises, woman business enterprises and local contractors or suppliers. The Contractor shall ensure that each Subcontractor has secured the required business licenses, permits, insurance and bonds. The Contractor shall be solely responsible for ensuring (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 Contractor 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 Contractor's failure to appropriately select its Subcontractors. Additionally, as part of the Contractor's submittal of any GMP Proposal under this Agreement, the Contractor shall utilize the Subcontractor Selection Program to meet its requirements under Section 3.7 below.

C. Key Personnel. The Contractor shall provide to the City a list of the proposed key project personnel of the Contractor 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 Contractor 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 Contractor's staff, the Contractor 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 Contractor 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 Contractor shall remove such personnel unless the Contractor 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. Project Designers. The Contractor shall provide or procure architecture, landscape and engineering services as necessary to complete the services. Architecture, landscape and engineering services shall be (i) procured from licensed, independent design professionals retained by the Contractor or (ii) furnished by licensed employees of the Contractor and such services shall be provided as required or as permitted by the laws of the state of Arizona. The persons or entities providing architecture, landscape and engineering services shall be referred to as the "Project Designers." If the Project Designers are independent design professionals, the architectural and engineering services shall be procured pursuant to a separate agreement between the Contractor and the Project Designers.

E. Site Conditions. The Contractor 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 (6) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent the Contractor encounters subsurface or concealed conditions that differ materially from those which could reasonably have been determined from a Site surface investigation by the Contractor 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 Contractor 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 Contractor due to such conditions. Such materially different conditions, if discovered after a GMP is approved, may entitle the Contractor 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 Contractor 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 relating to inclusion of the Project's physical location in all subcontracts.

1.8 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 Contractor 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 Contractor in connection with the Contractor’s performance of this Agreement is confidential and proprietary information belonging to the City.

C. Use of Data. The Contractor will not divulge data to any third party without prior, written consent of the City. The Contractor 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 Contractor has first given the required notice to the City:

1. Data that was known to the Contractor 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 Contractor in its performance under this Agreement, and which was disclosed to the Contractor by a third party, who to the best of the Contractor’s knowledge and belief, had the legal right to make such disclosure and the Contractor is not otherwise required to hold such data in confidence.

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

D. Disclosure Notice. In the event the Contractor is required or requested to disclose data to a third party, or any other information to which the Contractor became privy as a result of any other contract with the City, the Contractor will first notify the City as set forth in this section of the request or demand for the data. The Contractor 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 Contractor, 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. Contractor Responsible. The Contractor 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 Contractor, 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 Contractor's discovery of Environmental Conditions on the Site, the Contractor 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 Contractor, 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 E1527-13 ("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 Contractor with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. The Contractor shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to the City a written report setting forth the Contractor'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 Contractor 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 Contractor in a written notice on or before the date that is 60 Days after receipt of the foregoing matters from the Contractor. Thereafter, the City shall execute contracts with the selected Remediation Contractors (“Remediation Contracts”).

F. Coordination. Unless otherwise instructed, the Contractor, 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 Contractor 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 Contractor encounters on the Site any Environmental Conditions not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, the Contractor shall immediately suspend the Work in the area affected and promptly thereafter report the condition to the City.

I. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, the Subcontractors, and the directors, officers, agents and employees of each (the “Contractor Indemnitees”), for, from and against any Environmental Damages asserted against or

sustained by such parties as a result of any of the Contractor 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 Contractor 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 Contractor 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 Contractor shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Contractor 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. Contractor Indemnity. The Contractor 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 Contractor or the Subcontractors of any Environmental Requirements arising out of Subsection 2.1(L) above.

2.2 Construction Documents; Design Remedies.

A. Program Evaluation. The Contractor 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. Project Design Standards.

1. The Contractor will provide, through the Project Designers, engineering and other design professional services for the preparation of the required drawings, specifications and other design submittals to permit the Contractor to complete the Work. The Contractor's design professionals shall seal with an Arizona registered professional seal all Contract Documents prepared by them for this Agreement.

2. The Contractor shall provide a schedule of the design activities within seven days after the Notice to Proceed. The schedule shall provide 21 days to be used by the City or its designee for reviews and approvals for any interim design submissions.

3. Design activities shall commence immediately after the Contractor has provided the schedule of design activities. The Contractor shall monitor design efforts to ensure they are in accordance with the Master Schedule and shall provide adequate time for the City's review and permitting processes along with construction activities.

4. The Contractor shall be responsible for the completeness and accuracy of the plans, specifications, supporting data, and other work prepared or compiled under its obligation for this Project and shall correct, at its expense, all willful or negligent errors and omissions and that are discovered. Correction of willful or negligent errors and omissions relating to engineering plans and specifications shall be the responsibility of the Contractor. The cost of the design necessary to correct those errors attributable to the Contractor or anyone for whom the Contractor is responsible shall not be reimbursable costs to the Contractor. Any damage incurred by the City as a result of additional construction cost caused by negligent, reckless, or intentional wrongful conduct shall not be reimbursed to the Contractor to the extent that the negligent, reckless, or intentional wrongful conduct falls below the standard of care and skill that a registered professional in Arizona would exercise under similar conditions. The fact that the City has accepted or approved the Contractor's product shall in no way relieve the Contractor of any of its responsibilities.

5. Within seven days after a scheduled submission, the Contractor and the City will meet and confer about the submission, with the Contractor identifying during these meetings, among other things, the evolution of the design and any significant changes or deviations from the Contract Documents or previously submitted design submissions.

6. The Contractor shall submit and distribute 4 hard copy sets of plans and specifications and one set of plans in a format compatible with the City's Computer Aided Drafting and Design (CADD) technology.

C. Design Submittals. The City shall review and approve the interim design submissions in a time that is consistent with the turnaround times stated in the Master Schedule. The Contractor shall not cause the design to proceed beyond interim design until the City approves the interim design submissions as provided in this Section. If the Contractor allows the design to proceed without City approval, the cost of any resultant redesign is not a reimbursable cost. The City's review and approval of interim design submissions and the Construction Documents is for the purpose of mutually establishing a conformed set of Construction Documents compatible with the requirements of the Project. Neither the City's review nor approval of any interim design submissions and Construction Documents shall be considered to transfer any design liability to the City.

1. The Project design must meet all applicable (i) Maricopa Association of Government (MAG) Uniform Standard Technical Specifications and Uniform Standard Details and Drawings, latest revision; (ii) the City of Avondale Supplements (latest revision) to the MAG Uniform Standard Technical Specifications, Details and Drawings; (iii) all City building standards, and shall include all special provisions provided by the City. Variances from the standards and guidelines must be

identified in writing by the Contractor and approved by the City. Approval of variances or resolution of conflicts shall not be considered to transfer any design liability to the City.

2. The Contractor shall not specify any construction materials known to be hazardous or potentially hazardous, including asbestos, lead or any derivative of them unless specifically approved in writing by the City.

3. The Contractor shall coordinate with private, public and City utilities regarding standard utility issues and incorporate pertinent information in the plans.

4. The Contractor shall be responsible for scheduling, submitting, obtaining approval and retrieving all required Construction Documents from the various required reviewing agencies.

5. Following approval by the City of the interim design documents, Contractor shall refine the Construction Documents and submit same to the City for review at such intervals as the Parties determine. The Contractor shall submit to the City Construction Documents stating in detail drawings and specifications describing the requirements for construction.

a. The Construction Documents shall be consistent with the latest set of interim design submissions; as these submissions may have been modified in a design review meeting.

b. The Contractor shall provide the drawings in a format compatible with the City's CADD technology using City layering standards.

c. The drawing format shall be a 24" x 36" sheet size unless otherwise authorized in writing by the City.

d. The Parties shall have a design review meeting to discuss, and the City shall review and approve, the Construction Documents in accordance with the procedures stated in this Article.

e. Before commencement of construction, the Contractor shall submit to the City the following:

- i. Construction Drawings in the proper electronic format on electronic media (CD-ROM or other storage device);
- ii. Four print sets of approved Construction Drawings and three half-size sets; and
- iii. Four sets of specifications.

D. Design Document Review. The Contractor shall assist the City in reviewing the Construction Documents for clarity, consistency, constructability and coordination among the various contractors. The Contractor's first review of the Construction Documents shall occur not

later than the 30% stage of the design by Project Designer 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 Contractor 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 Contractor shall immediately notify the City in writing, describing the apparent violation or inadequacy.

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

3. The Contractor will meet with the Project team as required to review designs during their development. The Contractor will thoroughly familiarize itself with the evolving documents through conceptual design, preliminary design, and development of the Construction Documents (detailed design). The Contractor 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 Contractor 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 Contractor will recommend cost effective alternatives.

C. Constructability and Bidability Reviews. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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. Contractor shall evaluate all design options to provide value analysis services and cost savings recommendations to the City. The Contractor 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 Contractor 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 Contractor will have full responsibility for the incorporation of the alternatives into the Contract Documents. The Contractor 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 Contractor shall certify 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. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.

2.3 Pre-Construction Phase General Services.

A. Personnel; Project Meetings; Project Analysis. The Contractor 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 Contractor 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 Contractor will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Construction Documents. The Contractor will promptly notify the City in writing whenever the Contractor 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 Contractor, 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 Contractor 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 Contractor will prepare a construction management plan (the "Management Plan"), that will detail, but not necessarily be limited to, the Contractor'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 Contractor'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 Contractor; (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 Contractor shall prepare a master schedule for the Project (the "Master Schedule"). In preparing the Master Schedule, the Contractor 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 Contractor 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 Contractor 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 Contractor will include and integrate in the Master Schedule the services and activities required of the City's Project Manager, Project Designers and Contractor, 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 Contractor 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 Contractor's plan for the performance of the construction phase Work. The Contractor 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 Contractor 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 Contractor shall prepare a pre-proposal construction schedule for each part of the Project and make the schedule available to the Subcontractors. The Contractor shall provide a copy of the Master Schedule to the Subcontractors. As part of the notice of award by the Contractor to each Subcontractor, the Contractor 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 Contractor 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, Contractor's general conditions, Contractor's fee and the amount of Contractor'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 Contractor will review all available information regarding the design and scope of the Project, and based on the Contractor'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 Contractor's best representation of the complete functional Project's construction costs. The Contractor will communicate to the Project team any assumptions made in preparing the Cost Model. The Cost Model will support the Contractor'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 Contractor will provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the Contractor's review of Construction Documents made available at the specified design milestone. The City's Project Manager, Project Designers and the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor 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 Contractor 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 Contractor during the pre-construction and

construction phases. In addition, if requested by the City and based on information provided by the City, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall make such adjustments to the Master Schedule as necessary to accommodate the procurement process for the Long Lead Items. Upon purchase, the Contractor shall safeguard the Long Lead Items until installed as part of the Project.

G. Other Deliverables; Pre-Construction Progress Payments. The Contractor 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 Contractor 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 Contractor 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 Contractor as part of the GMP Proposal. In submitting this proposal, Contractor represents that:

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

B. Site Visit. Contractor 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. Contractor 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. Contractor 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. Contractor acknowledges that such new reports may not be complete for Contractor's purposes. Contractor acknowledges that City does 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. Contractor 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 Contractor and safety precautions and programs incident thereto. Contractor 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. Contractor 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. Contractor has correlated the information known to Contractor, 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. Contractor has given Project Designers written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents for the construction phase and the written resolution thereof by Project Designers is acceptable to Contractor, 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; Contractor has not directly or indirectly induced or solicited any person, firm or corporation to refrain from proposing; and Contractor has not sought collusion to obtain for itself any advantage over any other contractor or over the City.

3.2 Acknowledged Construction Documents. The Contractor, in preparing any GMP Proposal, will obtain from the Project Designers three sets of signed, sealed, and dated Construction Documents (including all addenda). The Contractor will prepare its GMP Proposal in accordance with the City's requirements and the most-current completed Construction Documents at that time. The Contractor will mark the face of each document of each set upon which its GMP Proposal is based. The Contractor 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 Contractor 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. Contractor 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. Contractor 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 Contractor's hourly employees and salaries of Contractor'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 Contractor'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 Contractor for services performed for the Project.

2. Reasonable transportation, travel and hotel expenses of the Contractor'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 Contractor'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 Contractor, 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 Contractor, 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 Contractor, 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, Contractor 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 Contractor where the City is exempt will not be reimbursed by the City.

8. Cost of premiums for normal and customary Contractor'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 Contractor 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. Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or any person or entity for whom the Contractor 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 Contractor'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 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 Contractor or identified as being not within any GMP.

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

D. Contractor's Contingency.

1. The GMP Proposal may include an amount (the "Contractor's Contingency") to be used to fund increases 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 Contractor'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 Contractor'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 Contractor's Contingency, the Contractor shall provide detailed documentation of the scope of work affected and the basis for any increases in costs resulting in the need to use Contractor's Contingency funds.

3. As the Construction Documents are finalized and the buyout of the Work progresses the Contractor's Contingency amount shall be reduced by mutual agreement of the City and Contractor. 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 Contractor's Contingency amount, will be retained by the City.

E. Calculation Methods; Audits.

1. The City and the Contractor 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 Contractor'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 Contractor. The City and the Contractor 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 Contractor understand and agree that the City, its authorized representatives, and/or the appropriate federal or state agencies may audit the Contractor'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 Contractor's Contingency funds. The City and its authorized representatives shall have access, during normal working hours, to all necessary Contractor 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 Contractor 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 Contractor, all cash discounts shall accrue to the Contractor. 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 Contractor 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 Contractor, which shall not exceed 7.5% of the total applicable GMP amount, excluding Contractor's Contingency.

B. Salaries. Salaries of Contractor'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 Contractor's personnel; and travel, per diem and subsistence expense of Contractor, its officers or employees except as specifically allowed under General Conditions, which shall not exceed 5.0% of the total applicable GMP amount, excluding Contractor's Contingency.

D. Financial Costs. Any financial costs incurred by the Contractor 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 Contractor, 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 Contractor. Any levies, assessments, fines, penalties, sanctions or other impositions made by any governmental body against Contractor.

G. Damages and Related Costs. Any cost arising out of a breach of this Agreement or the fault, failure or negligence of Contractor, 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 Contractor'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 Contractor and costs due to the failure of Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor will distribute Construction Documents, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

D. Subcontractor Bid Submittal. The Contractor, 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 Contractor will (in the presence of the City's Project Manager and Project Designers) open and read all properly and timely submitted sub-bids. The Contractor 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 Contractor, 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 Contractor 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 Contractor will deliver to the City's Project Manager a written notice of intent to award subcontracts, itemizing the Subcontractors and suppliers selected by the Contractor. 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 Contractor 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 Contractor and other Project team members. At the pre-award conference, the Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor, who shall make appropriate adjustments to the GMP, its basis or both.

A. Independent Estimate. Upon receipt of any GMP Proposal from the Contractor, the City may submit the same documents that were used by Contractor in developing its GMP to an independent third party for review and verification. The third party 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 Contractor's GMP Proposal is greater than the independent third party's estimate, the City may require the Contractor to reconfirm its GMP Proposal. The Contractor will accept the independent third party'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 Contractor 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 Contractor's original or revised GMP Proposal, if within the City's budget, without comment.

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

3. Reject the Contractor's original or revised GMP Proposal because it exceeds either or both the City's budget and the independent third party's 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 Contractor 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 Contractor. The Contractor 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 Contractor 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 Contractor'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 Contractor 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 Contractor approving a GMP Proposal, the Contractor 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 Contractor's Construction Services related to the GMP Proposal under this Agreement.

4.2 Completeness and Accuracy of Contractor Work. The Contractor 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 Contractor's work or deliverables will in no way relieve the Contractor 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 Contractor 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 Contractor may be adjusted accordingly, only by mutual agreement of the Parties. No claim for extra work done or materials furnished by the Contractor will be allowed by the City except as provided herein, nor will the Contractor 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 Contractor without such prior, written authorization will be the Contractor's sole jeopardy, cost, and expense, and the Contractor 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 Contractor 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. Contractor's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. Contractor'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 Contractor. Contractor's Representative may be replaced only with the written consent of City.

A. Government Approvals and Permits.

1. The Contractor 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 Contractor shall be responsible for any work associated with obtaining the permits, as directed by the City:

- a. Maricopa County Environmental Services Department
 - i. Approval to Construct
 - ii. Approval of Construction
- b. Arizona Pollutant Discharge Elimination System AZPDES (NPDES) SWPPP, as required by the AZPDES Construction General Permit (CGP).
- c. Maricopa County Environmental Dust Control Permit

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

5. Contractor is responsible for all water bills on the Project meters until Substantial Completion of the Project. Arrangements for construction water are the Contractor'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 Contractor, 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 Contractor's Representative, the job superintendent, the Contractor'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 Contractor 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 Contractor shall update the Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMP; the update shall identify the Contractor's Contingency. The Schedule of Values will subdivide the Work into all items comprising the Work.

C. Project Management.

1. The Contractor shall refine the Management Plan for the Project. In refining the Management Plan, the Contractor shall consider the City's schedule, cost and design requirements for the Project. The Contractor 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 Contractor 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 Contractor shall prepare and distribute minutes of these meetings to the City's Representative, the Project Designers and others in attendance.

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

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

D. Reports.

1. The Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor Resources. Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, Contractor 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 Contractor to complete the Work according to the Contract Documents. The Contractor shall provide and maintain a management team on the Site to provide contract administration. The Contractor shall establish and implement coordination and communication procedures among the Contractor, the City, the Project Designers and Subcontractors.

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

C. Supervisor Presence. Contractor's Representative or the Contractor's Superintendent shall always be present at the Site when 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 Contractor 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 Contractor's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

E. Measurements. Before ordering materials or doing work, the Contractor 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 Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Construction Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the City immediately.

G. Grades, Lines, Levels and Benchmarks. The Contractor shall establish and maintain all building and construction grades, lines, levels, and benchmarks, 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 Contractor 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 Contractor 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 Contractor or Subcontractor shall hold the City harmless from damages or claims which may occur in the enforcement of this Subsection.

I. Coordination of Activities. Contractor 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, Contractor 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 Contractor 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 Contractor shall maintain daily job reports. The Contractor 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 Contractor shall conduct meetings at the Site with each Subcontractor. The Contractor shall conduct coordination meetings

with all Subcontractors. The Contractor 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 Contractor. The Contractor shall be provided a copy of all inspection and testing reports on or before the next business day after the inspection or test. The Contractor is not responsible for providing, nor does the Contractor control, the actual performance of such technical inspection and testing. The Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor's direction, (3) agrees that any exclusions of any Work must be approved in writing by the Contractor prior to acceptance of any agreement between Contractor 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 Contractor 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 Contractor's analysis reveals that the request is valid, the Contractor shall prepare a detailed report to the City for approval in accordance with Articles 6 and 8 below, as applicable. The Contractor 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 Contractor shall prepare the necessary change documents for signature by the Subcontractor.

P. Quality Control. The Contractor 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 Contractor or the Subcontractors. The Contractor shall reject the Work and transmit to the Subcontractor a notice of nonconforming work when the Contractor believes the Work does not conform to the

requirements of the Contract Documents. Except for minor variations as stated herein, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 backfilled 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, Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor 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, Contractor 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. Contractor 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. Contractor 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. Contractor 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 Contractor. 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 Contractor.

4.7 Time Management.

A. Master Schedule Updates. The Contractor 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 Contractor and approved by the City in accordance with Section 6 below.

B. Subcontractor Schedule Verification. The Contractor 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 Contractor 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 Contractor 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 Contractor shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Subcontractor.

D. Change Evaluation. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor 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 Contractor). In such an event, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall review the payment applications submitted by each Subcontractor and determine whether the amount requested reflects the progress of the Subcontractor's work. The Contractor 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, 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 Contractor and delivered to the City. The Contractor 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 Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. Review. The Contractor 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 Contractor that are not required by the Contract Documents may be returned without action.

C. Project Designer Approval. The Contractor 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. Contractor Verification. By approving, verifying and submitting Shop Drawings, product data, samples and similar submittals, the Contractor represents that the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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. Any material rejected by the City 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 Contractor 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 Contractor. Contractor's Contingency cannot be utilized for the cost of retesting.

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 Contractor 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 Contractor, unless otherwise provided in the Contract Documents.

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

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 Contractor in writing to the City, including sufficient detail to properly analyze the request.

2. The Contractor and the Project Designer 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 Contractor, if requested by the City, shall submit samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

C. City Determination. The City will make the final decision and will notify the Contractor in writing as to whether the substitution has been accepted or rejected.

D. Presumed Rejection. If the City does not respond in a timely manner, the Contractor shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

4.12 Project Record Documents.

A. Redline Prints. During the construction period, the Contractor shall maintain at the Site a set of redline, blue-line or blackline prints of the Construction Documents and Shop Drawings for Project Record Document purposes. The Contractor will certify that these documents are up to date when it submits its monthly pay application. The Contractor 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 Contractor 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 Contractor shall cause 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. Contractor 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. Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

B. Safety Representative. Contractor 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, Contractor'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 Contractor's personnel,

Subcontractors and others as applicable. Contractor shall provide the City copies of daily inspection reports and weekly safety meeting minutes, with the monthly payment applications.

D. Legal Requirements. Contractor 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 Contractor believes a City-specific requirement violates Applicable Law, the Contractor shall notify the City of such violation within 24 hours of discovery.

E. Reporting. Contractor 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.

F. Subcontractor Responsibility. Contractor'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 Contractor 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 Contractor has successfully tested and demonstrated all systems for their intended uses. The City shall determine when the Project and the Contractor's Work is substantially complete. The Substantial Completion date shall be confirmed by a Certificate of Substantial Completion signed by the City and Contractor. The Certificate of Substantial Completion shall state the respective responsibilities of the City and the Contractor 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 Contractor 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 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. If the City and the Contractor 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 Contractor 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. The City shall determine when the Project and the Contractor'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 Contractor 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 Contractor'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 Contractor on behalf of the City. Following receipt of payment from the City, the Contractor shall make all payments due to the Subcontractors.

4.16 Correction of Defective Work.

A. During the Work. During the Work, Contractor 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. Contractor 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 Contractor. Contractor 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 correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor'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 Contractor'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 Contractor shall furnish or obtain from others such authorized services. The Contractor shall be paid for these Additional Services by the City as herein provided to the extent they exceed reasonably inferable obligations of the Contractor 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 Contractor 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 Contractor.

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. Contractor is entitled to rely upon the soils analysis and recommendations as provided by a geotechnical consultant; however, Contractor 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 Contractor or Subcontractor of the Contractor 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 Contractor'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 Contractor shall prepare final Project accounting and close-out reports.

5.2 Occupancy Plans. The Contractor shall prepare and distribute reports as necessary associated with the occupancy plan.

5.3 Certificates. The Contractor shall secure required certificates of inspection, testing or approval and deliver them to the City.

5.4 Manufacturer Manuals and Warranties. The Contractor 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 Contractor 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 Contractor 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 Contractor 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. Contractor 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 Contractor and 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 Contractor agrees to repair any damage to the Work caused by construction activities on the Site. Nothing contained herein shall prevent the City or the Contractor from seeking recourse against any other third party for damage to the Work caused by such third party.

B. New Materials. The Contractor 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. Contractor's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Contractor or anyone for whose acts Contractor 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 Contractor 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 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 Master Schedule. If the delay is an Inexcusable Delay, as defined below, the Contractor shall prepare a recovery schedule for the City's review and approval, showing how the Contractor will compensate for the delays and achieve Substantial Completion by the date shown on the Master Schedule. If the Contractor is unable to demonstrate how it will overcome Inexcusable Delays, the City may order the Contractor 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 Contractor prepare a recovery schedule showing how (if possible) the Contractor 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 Contractor on account of such recovery schedule.

6.4 Critical Path Activities. To the extent the Contractor completes activities on the Critical Path earlier than scheduled, the savings in time on account thereof shall belong solely to the Contractor.

6.5 Construction Activities. At such time as the Construction Documents, or any portion thereof, are complete, the Contractor 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 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; however, the Contractor 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 Contractor 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 Contractor.

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 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 Master Schedule.

C. Process for Requesting Extension of Time. In order to obtain an extension of time due to an Excusable Delay, the Contractor must comply with the following requirements: The Contractor shall notify the City 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 City 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 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 Contractor 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 Contractor's written request for such determination. The Contractor shall not, however, deem an issuance by the City of such a determination to be a concurrence with any matters set forth in the Contractor's request. The Contractor 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 Contractor 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 Contractor or by an Inexcusable Delay, the Contractor shall not be entitled to any additional costs for the period of such concurrency.

6.8 Weather Delays. The Contractor 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 Contractor experiences additional weather-related delays beyond the number of Days set forth in the Master Schedule and the GMP

Amendment, the Contractor 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 Contractor fails to include an appropriate number of Days of weather-related delays within the applicable GMP Proposal for any portion of the Project, the Contractor 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 Contractor and the City acknowledge that in the event that the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, and such payments may be offset against each other.

ARTICLE 7 CONTRACT PRICE

7.1 Pre-construction Phase Compensation.

A. Project Designers' Services Included. The cost of services performed directly by the Project Designers are included in the Contractor's compensation.

B. Amount. The City shall pay the Contractor an amount not to exceed \$335,408.00 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 April 30, 2021, for reasons beyond the reasonable control and not the fault or partial fault of the Contractor 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 Contractor 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 Contractor's monthly invoice by the City. Payments due the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor for increased expenses due to unforeseeable circumstances, according to the requirements of Article 6 above.

C. Replacement Work. If the Contractor is placed in charge of managing the replacement of an insured or uninsured loss not caused by or the fault of the Contractor or other parties identified in Subsection 7.3(B) above, the Contractor 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 Contractor's Services shall only be made by a written Change Directive or Change Order to this Agreement signed by the City and the Contractor. 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 Contractor. The Contractor 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 Contractor shall proceed to perform the Services required by the Change Order only after receiving written notice from the City directing the Contractor to proceed.

8.2 Change Control System. The Contractor 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 Contractor for evaluation concerning the costs and time adjustments, if any, necessary to perform the proposed changed work. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, 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 Contractor, 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 Contractor or its Subcontractor finds latent, concealed or subsurface physical conditions that (A) differ from the conditions the Contractor 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

Contractor 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 Contractor 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 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, along with a proportionate share of the Construction Fee. For the purpose of audit, 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. The form and extent of such statement shall be as agreed upon between the City and Contractor.

B. City’s Payment. Within seven 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 (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 Contractor and (3) any retainage as set forth in Section 9.2 below.

C. No Liens. The Contractor 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 Contractor 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 Contractor the unpaid balance of the Cost of the Work, General Conditions Costs and the Construction Fee, 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 completion. The City thereafter shall pay the Contractor 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 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 payee with Contractor 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 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 50% completed, no more than 5% of the amount of any subsequent progress payments made under the Contract Documents 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, 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 Contractor 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 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.

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 Contractor any amounts Contractor 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 Contractor any amounts Contractor 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 Contractor 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 Contractor 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 Contractor shall constitute a waiver of affirmative claims by the Contractor 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 Contractor 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 Contractor 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 Contractor shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The Contractor shall pay Subcontractors or suppliers the reduced retention within 14 Days of the payment of the reduction of the retention to the Contractor. No Contract between the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and the Contractor 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 Contractor'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 Contractor's records, the audit discloses the Contractor has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Subcontracts. The Contractor 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 Contractor, the 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 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 Contractor. 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 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 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. Contractor'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 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 Agreement is subcontracted in any way, Contractor shall execute written agreements with its subcontractors containing the indemnification provisions set forth below and insurance requirements set forth herein protecting the City and Contractor. Contractor 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, Contractor 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 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 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 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 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. Contractor'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 Contractor 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. Contractor 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. 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 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. 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 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 Contractor engages in any professional services or work in any way related to performing the work under this Agreement, 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. 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 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 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, and the Contractor'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 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.

10.2 Indemnity. 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.

ARTICLE 11

BONDS

11.1 Performance Bond. After the City and the Contractor have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Contractor shall be required to furnish the City with an irrevocable security binding the Contractor 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 Contractor fails to execute the security document as required, the Contractor 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 Contractor 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 Contractor have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Contractor shall be required to furnish the City with an irrevocable security for the protection of all claimants supplying labor or materials to the Contractor 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 Contractor fails to execute the security document as required, the Contractor 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 Contractor 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 Contractor.

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 Contractor 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 Contractor, 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 Contractor in the performance of the Work.
4. If the City otherwise materially breaches this Agreement.

B. Payment to Contractor. Upon termination by the Contractor in accordance with Subsection 12.1(A) above, the Contractor 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. Contractor Default. If the Contractor 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 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 Agreement.

B. 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 Agreement, without prejudice to any right or remedy otherwise available to the City, upon giving three 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 Agreement by giving three Days' written notice to the Contractor unless the Contractor 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 Contractor within the established time limits.

C. Failure to Agree on a GMP. If the City and the Contractor 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 Contractor'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 Contractor 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 Contractor, 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 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 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 Contractor 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 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 Agreement 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 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 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, but not in abrogation of the rights given Contractor 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 Contractor 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 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.

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 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. 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 Contractor 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 Contractor'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 Contractor 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 Contractor, 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 Contractor cannot be joined to any pending arbitration proceeding, without the Contractor's express written consent, unless the 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 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 Contractor against the City or in favor of the City against the Contractor 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 Contractor shall cooperate with the City in efforts to include this ADR provision in all other Project subcontracts. The Contractor agrees that any modification to this ADR provision that is included in the construction or other subcontracts 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.

ARTICLE 14 ADDITIONAL PROVISIONS

14.1 Confidentiality. The Contractor 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 Contractor each bind themselves, their successors, assigns and legal representatives to the terms of this Agreement. Neither the City nor the Contractor shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Contractor may assign accounts receivable to a commercial bank for

securing loans without approval of the City. Nothing contained in this Section shall prevent the Contractor from employing such consultants, associates or Subcontractors as the Contractor 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 Contractor 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 Contractor. 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:

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: Procurement Manager Attn: City Attorney
-----------------	--

If to Contractor:	Willmeng Construction, Inc. 2048 N. 44 th Street, Suite 200 Phoenix, Arizona 85008 Attn: Cody Phelan, Partner COO Phone: 602-330-3803 Email: cphelan@willmeng.com
-------------------	---

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 Contractor with asbestos free materials. A written, notarized statement on company letterhead shall be submitted to the City by the Contractor with the final payment request certifying that the Contractor has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Contractor shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Contractor or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Contractor shall be liable for all costs related to the abatement of such asbestos and damages or claims against the City notwithstanding 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. Contractor 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. Contractor'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 Contractor and its Subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Contractor 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 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 Agreement and (B) evaluation of the Contractor'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, 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 Agreement for the duration of the work and until three years after the date of final payment by the City to Contractor pursuant to this Agreement. 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 Subsection. 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 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, Vendor 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). Vendor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of the Contract and may result in the termination of the Contract by the City.

14.16 Israel. For Contracts in excess of One Hundred Thousand (\$100,000) Dollars, 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.

14.17 Independent Contractor. The Contractor 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 Contractor 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 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.

14.19 Fair Interpretation. All Parties have been represented by counsel, or have had the opportunity to be represented by counsel, in the negotiation and drafting of this Agreement. This Agreement will be construed according to the fair meaning of its language. The rule of construction that ambiguities will be resolved against the Party who drafted a provision will not be employed in interpreting this Agreement.

[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

Date

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

WILLMENG CONSTRUCTION, INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, 2020, before me personally appeared _____
_____, the _____ of _____,
a(n) _____, whose identity was proven to me on the basis of
satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she
signed the above document on behalf of the Contractor.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Construction Documents]

See following pages.

EXHIBIT B
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Amendments]

See following pages.

EXHIBIT C
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[GMP Proposals]

See following pages.

EXHIBIT D
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Master Schedule]

See following pages.

EXHIBIT E
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[The City's RFQ]

On File with Procurement Office

EXHIBIT F
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Contractor's Response to the RFQ]

On File with Procurement Office

EXHIBIT G
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Subcontractor Selection Program]

See following pages.

(2) Submit a subcontractor selection plan which meets the requirements of A.R.S. § 34-601 et. seq. requirements and discuss the benefits that your selection provides to the Project.

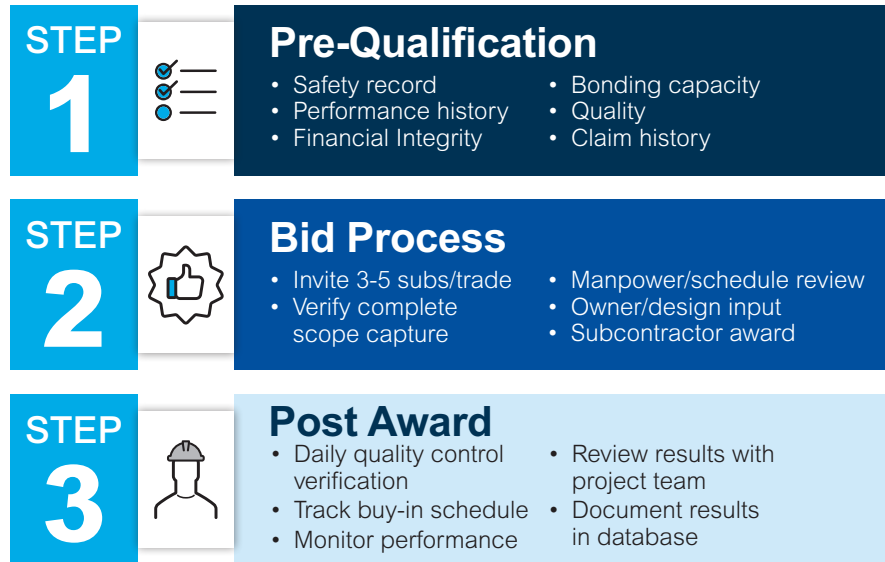
Willmeng+J2's selection of subcontractors is through the combination of qualifications and price, never based on price alone. On every project we create a trade contracting plan that is geared towards the specific needs of the project. Whether selected early utilizing a qualifications process, or selected by competitive bidding, we ensure a base of at least three to five subcontractors in every major trade.

We consider several factors before we narrow down our trade contractor list:

- Experience with work on municipal projects
- Current work load and manpower available for this project
- Experience of lead personnel with completing similar work
- Financial integrity and bondability
- Safety record and current experience modifier

This process ensures only fully qualified subcontractors are invited to propose on the project. Once pre-qualified, trade contractors participate in our procurement process. Keys to success in procurement include:

- Understanding the trade coordination among critical building systems and materials
- Purchasing complete costs for each trade that capture means and methods



- Detailed scoping to anticipate and resolve issues prior to award
- Conveying expectations for quality, safety, coordination, and schedule
- Consideration of lessons learned applied to scope process
- Communicating to our trade contractors our detailed site logistics and sequencing plans

In addition to the Willmeng+J2 partnership, our team is leveraging the services of Ancon to assist with preliminary budgeting, constructability review, and options analysis of the lake. Ancon has outstanding experience on many unique, high-profile water elements and will serve in consultation capacities during preconstruction.



Willmeng received the
Levelset 2020 Award Winner for

**EXCELLENCE IN
MANAGING PAYMENT**

Recognizing Top 20
in the Nation for Prompt
Subcontractor Payment

EXHIBIT H
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Traffic Control/Construction Sequencing]

See following pages.

EXHIBIT I
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[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
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Pre-Construction Cost Summary]

See following pages.

October 7th, 2020



Mr. Rick Carr, Architect, Assistant Director
Development & Engineering Services Department
City of Avondale
11465 W. Civic Center Drive
Suite 120
Avondale, AZ 85323

Re: EN 21-003 – The BLVD Water Features Design-Build Services

Dear Mr. Carr,

In accordance with your request for a proposal for design and preconstruction services for The BLVD Water Features project, we are pleased to present the following:

Willmeng will be responsible for the complete planning, design, budget control and scheduling of the proposed improvements as required to meet the City's program and financial goals as described in the RFQ for the project dated July 22, 2020. The following pre-construction and design services in the amount of \$335,408 (includes allowances noted below) will be provided by Willmeng and its consultants to insure a well-designed, functional, and cost-effective project. An allowance within includes \$11,300 for conceptual alternatives analysis.

The project is generally described as the construction of two water features at the NE and SE corners of Avondale Blvd and City Center Drive as well as a 1-acre lake on the adjacent east lot.

Our preconstruction effort to support this scope will entail the services described below.

Design Services

- Provide preconstruction and design services for the The BLVD Water Features project as outlined below and further detailed in the proposal for design services prepared by J2 Engineering 10-7-2020 (attached).
- Provide geotechnical report as required for design of the water features and lake.

Design Coordination

- Evaluate the program elements to determine design/permit packages and set priorities.
- Establish areas of design responsibility among the design team members.
- Work with City personnel to assure that program goals are met by the design.
- Assure compatibility and completeness of design among the design team members.
- Coordinate with City and review agencies to assure adequate and timely submittal.
- Manage permit submittal and review process.

Team Coordination

- Act as point of contact regarding all planning and design related issues.
- Work with City staff to fully understand and identify project goals.
- Facilitate planning and design development meetings.
- Provide control and coordination of the design team members.
- Assure effective and complete communications between all team members.

Site Investigations

- All Willmeng team members will visit and investigate the site to:
 - Determine extent of existing conditions including existing utilities
 - Become familiar with current public activity
 - Examine pedestrian and vehicular traffic patterns
 - Locate and identify access points and staging areas
 - Become familiar with the conditions of construction sites
 - Plan for interface with adjacent improvements and key stakeholders

Project Meetings

- Team members will attend all project meetings including:
 - Regularly scheduled team meetings
 - Design sessions
 - Scope review meetings
 - Cost estimate meetings
 - Utility Coordination meetings
 - Stakeholder outreach sessions
 - Special meetings as required

Estimating

- Provide conceptual budget based on the current design
- Provide detailed cost estimates at the following stages for each project element:
 - 60% design documents
- Develop the Guaranteed Maximum Price at the 90% or 100% design stage.

Design Assistance / Constructability Reviews

- Work with design partners to develop a design that meets functional and budgetary goals of the project.
- Evaluate and recommend systems that maximize functionality and value.
- Work with design partners to develop construction approaches that assure quality, safety and schedule conformance.
- Conduct plan reviews at each step of the plan development process to assure a well-coordinated and readily constructible project.
- Work with the design partners to provide utility coordination. This will include a utility designation allowance and potholing allowance.

Budget Control / Value Engineering

- Evaluate each component of the estimates to identify budget variances and to assure optimal use of city resources.
- Evaluate each estimate update to assure conformance with the project budget.
- Provide value engineering evaluations of proposed systems and approaches to construction.
- Make recommendations of changes or alternate approaches as required to keep the project within the allocated budget.

Subcontractor Bidding

- Develop bidding packages for each subtrade including bid form, scope of work, project schedule and proposed contract.
- Coordinate with the Owner in developing a list of acceptable potential sub bidders.
- Contact and solicit subcontractors for bidding the project.
- Promote interest in the project in the subcontractor community to maximize bid exposure.
- Evaluate bids and make recommendation for award.
- Update the project budget with the results of the subcontractor bidding process.

October 7th, 2020

Scheduling

- Produce and maintain an overall program schedule which details all activities of the design and pre-construction process.
 - Identify key milestone dates for required deliverables, information or reviews from all parties.
 - Notify all parties of key milestone dates.
 - Provide regular updates of the program schedule.
 - Identify potential long lead items and make recommendations for early procurement.
 - Prepare project phasing/sequencing plans and construction schedule.
- ****This project requires an expedited design-phase to meet the December to end of March 2021 construction window. In order to meet this construction time frame, our collective team will need to limit the design options period, immediately proceed with the existing design concepts, have expedited city plan reviews, and bypass the City Council GMP approval process. Should any of these items impact the design phase schedule, the start of construction will be impacted and the construction schedule will need to push respectively.*

Construction Planning

- Make site investigations for development of the project construction plan.
- Coordinate with the City to develop project phasing/sequencing and construction plan.
- Coordinate with the City to determine staging, access and construction areas.
- Develop project safety plan.

Construction Administration

- Construction phase services are not included and will be incorporated into the construction phase agreement.

Design Exclusions (in addition to those outlined on J2 Engineering and all sub-consultant quotes):

- No permit fees are covered in this proposal. Any City or outside agency permits fees are assumed to be covered by the City of Avondale.
- Does not include any Right-of-Way land acquisition or TCE acquisitions.
- No post design phase services are included in this proposal
- The allowance to complete design services for the full 34 acre site is excluded from this proposal

Accompanying this letter, you will find a complete detail of our proposed fee for the design phase services and information on the basis for the fees.

If you have any comments, please feel free to contact me. We appreciate the opportunity and look forward to a successful project with the City of Avondale.

Sincerely,

Willmeng

David J. Laughlin
Pre-Construction

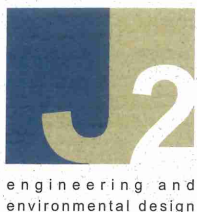


General Contractor Effort:

General Contractor Effort:		HOURS				COSTS			
Task and Team Member	Hourly Rate	Concept Phase	60% Phase	90% to 10% Phase	Total Hours	Concept Phase	60% Phase	90% to 10% Phase	Total Value
MEETINGS (INTERNAL & EXTERNAL)									
Preconstruction Director	\$ 127.35				0.0	\$0	\$0	\$0	\$0
Project Director	\$ 136.13				0.0	\$0	\$0	\$0	\$0
Project Manager	\$ 117.56				0.0	\$0	\$0	\$0	\$0
Chief Estimator	\$ 131.26				0.0	\$0	\$0	\$0	\$0
Estimator	\$ 78.36				0.0	\$0	\$0	\$0	\$0
Superintendent	\$ 94.04				0.0	\$0	\$0	\$0	\$0
Safety Director	\$ 113.62				0.0	\$0	\$0	\$0	\$0
Administrative Assistant	\$ 68.57				0.0	\$0	\$0	\$0	\$0
SCHEDULING									
Preconstruction Director	\$ 127.35		8.00	8.00	16.0	\$0	\$1,019	\$1,019	\$2,038
Project Director	\$ 136.13		2.00	2.00	4.0	\$0	\$272	\$272	\$545
Project Manager	\$ 117.56		4.00	4.00	8.0	\$0	\$470	\$470	\$940
Chief Estimator	\$ 131.26				0.0	\$0	\$0	\$0	\$0
Estimator	\$ 78.36				0.0	\$0	\$0	\$0	\$0
Superintendent	\$ 94.04		8.00	4.00	12.0	\$0	\$752	\$376	\$1,129
Safety Director	\$ 113.62				0.0	\$0	\$0	\$0	\$0
Administrative Assistant	\$ 68.57				0.0	\$0	\$0	\$0	\$0
PLAN REVIEWS									
Preconstruction Director	\$ 127.35		4.00	4.00	8.0	\$0	\$509	\$509	\$1,019
Project Director	\$ 136.13				0.0	\$0	\$0	\$0	\$0
Project Manager	\$ 117.56		4.00	4.00	8.0	\$0	\$470	\$470	\$940
Chief Estimator	\$ 131.26		4.00	4.00	8.0	\$0	\$525	\$525	\$1,050
Estimator	\$ 78.36				0.0	\$0	\$0	\$0	\$0
Superintendent	\$ 94.04		4.00	4.00	8.0	\$0	\$376	\$376	\$752
Safety Director	\$ 113.62				0.0	\$0	\$0	\$0	\$0
Administrative Assistant	\$ 68.57				0.0	\$0	\$0	\$0	\$0
SITE WALKS / FIELD INVESTIGATIONS									
Preconstruction Director	\$ 127.35				0.0	\$0	\$0	\$0	\$0
Project Director	\$ 136.13				0.0	\$0	\$0	\$0	\$0
Project Manager	\$ 117.56				0.0	\$0	\$0	\$0	\$0
Chief Estimator	\$ 131.26				0.0	\$0	\$0	\$0	\$0
Estimator	\$ 78.36				0.0	\$0	\$0	\$0	\$0
Superintendent	\$ 94.04				0.0	\$0	\$0	\$0	\$0
Safety Director	\$ 113.62				0.0	\$0	\$0	\$0	\$0
Administrative Assistant	\$ 68.57				0.0	\$0	\$0	\$0	\$0
COST ESTIMATING									
Preconstruction Director	\$ 127.35	2.00	4.00	4.00	10.0	\$255	\$509	\$509	\$1,273
Project Director	\$ 136.13		2.00	2.00	4.0	\$0	\$272	\$272	\$545
Project Manager	\$ 117.56		8.00	8.00	16.0	\$0	\$940	\$940	\$1,881
Chief Estimator	\$ 131.26	2.00	16.00	16.00	34.0	\$263	\$2,100	\$2,100	\$4,463
Estimator	\$ 78.36		16.00	16.00	32.0	\$0	\$1,254	\$1,254	\$2,507
Superintendent	\$ 94.04				0.0	\$0	\$0	\$0	\$0
Safety Director	\$ 113.62				0.0	\$0	\$0	\$0	\$0
Administrative Assistant	\$ 68.57		16.00	16.00	32.0	\$0	\$1,097	\$1,097	\$2,194
UTILITY COORINATION									
Preconstruction Director	\$ 127.35		8.00	8.00	16.0	\$0	\$1,019	\$1,019	\$2,038
Project Director	\$ 136.13				0.0	\$0	\$0	\$0	\$0
Project Manager	\$ 117.56		8.00	8.00	16.0	\$0	\$940	\$940	\$1,881
Chief Estimator	\$ 131.26				0.0	\$0	\$0	\$0	\$0
Estimator	\$ 78.36				0.0	\$0	\$0	\$0	\$0
Superintendent	\$ 94.04				0.0	\$0	\$0	\$0	\$0
Safety Director	\$ 113.62				0.0	\$0	\$0	\$0	\$0
Administrative Assistant	\$ 68.57				0.0	\$0	\$0	\$0	\$0
REIMBURSABLES									
Plan Set Printing	\$ 150.00		8.00	8.00	16.0	\$0	\$1,200	\$1,200	\$2,400
TOTAL WILLMENG PRE-CON SERVICES EFFORT:						\$517	\$13,727	\$13,351	\$27,595

Subconsultant Effort:

		APPROX BREAKDOWN BY PHASE				COSTS			
Month	Hourly Rate or LS	Concept Phase	60% Phase	90% to 10% Phase	Total Hours or QTY	Concept Phase	60% Phase	90% to 10% Phase	Total Value
Base Design Services									
Landscape Architect (J2 Engineering)	\$ 216,859.00	0.00	0.34	0.66	1.00	\$0	\$73,732	\$143,127	\$216,859
Legal Descriptions (EAI) (Allowance)	\$ 3,500.00	0.00	1.00	0.00	1.00	\$0	\$3,500	\$0	\$3,500
Survey (EAI)	\$ 7,119.00	1.00	0.00	0.00	1.00	\$7,119	\$0	\$0	\$7,119
Electrical (Wright Engineering)	\$ 15,290.00	0.00	0.60	0.40	1.00	\$0	\$9,174	\$6,116	\$15,290
Structural Engineering (Aztec)	\$ 20,000.00	0.00	0.60	0.40	1.00	\$0	\$12,000	\$8,000	\$20,000
Iconic Signage (Lisa R)	\$ 4,110.00	0.00	0.60	0.40	1.00	\$0	\$2,466	\$1,644	\$4,110
Geotechnical Engineering (Premier)	\$ 14,105.00	0.00	1.00	0.00	1.00	\$0	\$14,105	\$0	\$14,105
Utility Designation/Location (Safesite)	\$ 5,905.00	1.00	0.00	0.00	1.00	\$5,905	\$0	\$0	\$5,905
Utility Potholing (Safesite) (Allowance)	\$ 4,000.00	0.00	1.00	0.00	1.00	\$0	\$4,000	\$0	\$4,000
Lake Consultant (Ancon)	\$ 75.00	0.00	25.00	25.00	50.00	\$0	\$1,875	\$1,875	\$3,750
Water Plumbing (Mark Schwering)	\$ 75.00	0.00	15.00	10.00	25.00	\$0	\$1,125	\$750	\$1,875
						\$13,024	\$121,977	\$161,512	\$296,513
Design Allowance for Conceptual Alternatives									
Landscape Architect (J2 Engineering)	\$ 10,000.00	1.00	0.00	0.00	1.00	\$10,000	\$0	\$0	\$10,000
Iconic Signage (Lisa R)	\$ 1,300.00	0.00	0.60	0.40	1.00	\$0	\$780	\$520	\$1,300
						\$10,000	\$780	\$520	\$11,300
Design Allowance for 34 Acre full Site Grading									
Landscape Architect (J2 Engineering)	\$ 15,500.00	0.00	0.00	0.00	0.00	\$0	\$0	\$0	\$0
Survey (EAI)	\$ 7,807.00	0.00	0.00	0.00	0.00	\$0	\$0	\$0	\$0
Geotechnical Engineering (Premier)	\$ 6,585.00	0.00	0.00	0.00	0.00	\$0	\$0	\$0	\$0
						\$0	\$0	\$0	\$0
TOTAL SUBCONSULTANT EFFORT:						\$23,024	\$122,757	\$162,032	\$307,813
TOTAL PRECONSTRUCTION PHASE EFFORT:						\$23,541	\$136,484	\$175,383	\$335,408



October 7, 2020

David Laughlin
Willmeng
2048 North 44th Street, Suite 200
Phoenix, AZ 85008

Re: BLVD Water Features

Mr. Laughlin,
J2 Engineering and Environmental Design, LLC (J2) is pleased to provide professional design services for the BLVD Water Features for the City of Avondale. This scope of services is based upon our understanding of the project from our scoping meetings with City staff, the conceptual design renderings created by Norris Design, and our conversations with you and the rest of the construction team. J2 will serve as the prime design consultant for the project providing landscape architecture and civil engineering design services.

Project Understanding: The City desires to design and construct two water features on the northeast and southeast corners of Avondale Blvd. and The BLVD, as well as a lake feature in the center of APN 102-57-252. This project is intended to be the catalyst for the future development of this area into a mixed-used area. City Council has previously accepted a conceptual design for the BLVD water features and lake that was developed by Norris Design. J2 will take these previously developed and council approved concepts and provide the construction documentation for them. The current construction budget set by the City is \$3.5 million. The project will be delivered via a Design-Build contract. (See attached fee sheets for breakdown)

Our estimated Lump Sum fee for the Design Phase of this project is as follows:

Base Design:	
J2 Engineering and Environmental Design:	\$216,859.00
Engineering Alliance Survey:	\$7,119.00
Wright Engineering Electrical:	\$15,290.00
Aztec Engineering Structural Design Allowance:	\$20,000.00
<u>Lisa Ranzenberger Signage</u>	<u>\$4,110.00</u>
Sub-Total Base Design with Subconsultants:	\$263,378.00
(Design fees are at 7.52% of anticipated \$3.5m construction cost)	

Allowance 1 involves the following:	
J2 – Conceptual Design Alternatives:	\$10,000.00
<u>Lisa Ranzenberger – Conceptual Design Alternatives - Signage</u>	<u>\$1,300.00</u>
Sub-Total Allowance 1:	\$11,300.00

Allowance 2 involves the following:

Engineering Alliance Survey – legal descriptions as needed:	\$3,500.00
---	------------

Sub-Total Allowance 2:	\$3,500.00
------------------------	------------

Sub-Total Allowances:	\$14,800.00
-----------------------	-------------

Total Fee - Design, Subconsultants, and Allowances:	\$278,178.00
--	---------------------

Thank you for the opportunity to provide professional services on this project and to serve the City of Avondale. Please contact me if you have any questions.

Sincerely,



Jeff Velasquez, PLA, ASLA
Vice President, Principal Landscape Architect

Scope of Services: Design

Task 100 – Project Definition, Site and Area Analysis, Data Collection

J2 will establish design and review schedule, goals and objectives with the City of Avondale (COA). J2 will conduct a site visit with sub-consultants and the COA to review the existing conditions and limits of work. J2 will also initiate our team's topographic survey.

It is assumed that COA will provide as-builts of City owned utilities.

It is assumed that the City will request a fire flow test and provide the results to J2. J2 will utilize the results of the fire flow test to confirm if an irrigation booster pump will be required for the new irrigation system. It is currently assumed that no booster pump will be required.

Meetings:

- **Kick off Meeting: One (1) Meeting:** This meeting is anticipated to be held at the City of Avondale, 11465 W. Civic Center Drive location. The kick off meeting is anticipated to be two (2) hours in duration and J2 will have three (3) representatives at the meeting. The City will be responsible to secure a meeting room and invite the appropriate staff to the meeting.
- **Site Visit: One (1) Meeting:** This meeting is anticipated to be held at the project site. The site visit is anticipated to be three (3) hours in duration and J2 will have four (4) representatives at the meeting. It is assumed that City maintenance staff will be available during this site visit to provide access to any locked equipment and provide general feedback to the design team on current site conditions.

Task 200 –Design Development (60%)

J2 will develop design plans and details and Outline Specifications to a 60% level of completion for submittal to the COA for review and comments. J2 will submit one (1) full-size PDF set of plans to the COA for review. Design Development plans will show the character and scope of the work to be performed by the contractor(s) on the project.

The Design Development plans are anticipated to include the estimated sheets shown on page 5 of this scope.

Construction document sheets will utilize the City of Avondale standard border and at full-size will be 24"x36". Plan view sheets will be at 1"=10' scale, 1"=20' scale, 1"=30' scale, or 1"=40' scale. It is assumed that the corner water features will be covered by one (1) plan view sheet at 10 scale, that the lake area will be covered by one (1) plan view sheet at 20 scale, and that the entire site will be covered by one (1) plan view sheet at 40 scale. The construction document set, including cover sheets, plan sheets, and detail sheets, is anticipated to contain sixty (60) sheets produced by J2.

Deliverables:

- Design Development Plans, one (1) Full-size PDF set
- Outline Specifications
- Comment Resolution Log
- Preliminary Drainage Report

Task 300 – Pre-Final Construction Documents (90%)

After receiving comments from the COA on the 60% Design Development plans J2 will develop Pre-Final Construction Documents and details to a 90% level of completion along with Specifications for submittal to the COA for review and comments. J2 will prepare a drainage report for the site improvements. Drainage analysis is limited to on-site retention requirements only impacted by the water feature and lake development; no off-site flows or off-site improvements will be reviewed.

Deliverables:

- Pre-Final Construction Document Plans, one (1) Full-size PDF set
- Pre-Final Specifications, one (1) PDF set
- Final Drainage Report (PDF)

Task 400 – Final Construction Documents (Permit Set)

After receiving comments from the COA on the 90% Pre-Final Construction Document plans, J2 will develop the Final Construction Documents (Permit Set) to cover the improvements associated with the project. J2 will submit these revised plans to Development Services for 1st permit submittal review, and subsequently for a 2nd permit submittal review as needed. A 3rd permit review (if required) shall also be accommodated if required. Once all plans are approved and permitted J2 will provide PDF Files of all approved plans and final specifications.

Task 500 – Meetings

J2 will attend weekly design meetings for a total of sixteen (16) meetings. The weekly design meetings are anticipated to be held on a virtual platform and will be one (1) hour in duration. Monthly design meetings are anticipated to be held in person at the City of Avondale, or virtual per City preference, for a total of four (4) meetings. These meetings are anticipated to be two (2) hours in duration including travel time.

Design Allowances

Two (2) design allowances have been established to allow for additional design services should the City choose to utilize them. These allowances may only be utilized if authorized in advance by the City: The allowances will not be authorized until a full modified scope is known, and may need to be increased if the required scope exceeds the established allowance amount. The allowances have been established for:

1. Conceptual design alternatives for the lake and water features, if desired.
2. Legal Descriptions for the project, if needed.

Should the design allowances not be utilized by the City, then final design will be detailed by the Team to reflect the conceptual design established by the Norris Design graphics, including lake layout and size, lake elements, water feature layout, size, and elements, and signage. Due to time constraints and the expedited schedule, utilization of the allowances shall require evaluation of schedule for possible addition of design time.

Estimated Design Team Sheet List:

<u>Sheet</u>	<u>Scale</u>	<u>Number</u>
Cover	n/a	1
Survey Sheet	50	1
Site Plan	40	1
General Notes	n/a	1
Symbols & Abbreviations	n/a	1
Intersection Demo	20	1
Lake Area Demo	20	1



Grading Plan (water features)	10	2
Grading Plan (lake)	20	1
Water line plan (intersection)	20	1
Sewer line plan (intersection)	20	1
Water line plan (lake)	20	1
Sewer line plan (lake)	20	1
Civil Details	n/a	2
Water Feature Details	n/a	4
Lake General Notes	n/a	1
Lake plan sheet	20	1
Lake Details	n/a	7
Lake Pump Station Details	n/a	7
Hardscape Summary	n/a	1
Hardscape Plans (water features)	10	2
Hardscape Plans (lake)	20	1
Hardscape Details	n/a	4
Landscape Notes and Summary	n/a	1
Landscape Plans (water features)	10	2
Landscape Plans (lake)	20	1
Landscape Details	n/a	2
Irrigation Notes and Summary	n/a	1
Irrigation Plans (water features)	10	2
Irrigation Plans (lake)	20	1
Irrigation Details	n/a	4
Entry Signage Detail Sheets	n/a	5
Structural Engineering Sheets	n/a	6
Electrical General Notes Sheet	n/a	1
Electrical Site Plan Sheets	20	3
Electrical Detail Sheets	n/a	8
Photometric Analysis Sheets	20	2
Traffic Signal Sheets	n/a	4

Total Base Contract Sheets: 87



City's Preferred Concept:



Design General Understanding:

The COA shall designate a person for the project to act as the Client's representative with respect to the services to be performed or furnished by the Design Team under this agreement. Such person, department, or committee shall have complete authority to transmit instructions, receive information, interpret, and define the Client's policies and decisions with respect to the Design Team's services for the Project. The COA shall also provide Key Team personnel to be available in coordination meetings including operations and plan review representatives.

The COA shall make available to the Design Team existing available data and records relevant to the site that the City has available.

The COA shall approve in a timely manner all criteria and information as to Client's requirements for the Project including planning objectives and constraints, performance requirements, any budgetary limitations, and the submittal by the Design Team at the various phases of the projects.

The COA shall furnish to the Design Team, upon the request of Design Team for performing the services, any existing pertinent data prepared by others, including electronic base maps, drawings of physical conditions in or relating to existing surface or subsurface utilities or structures within the planning area, hydrographic surveys, environmental or cultural assessments, impact statements, and other relevant environmental or cultural studies pertaining to the project as the City has available.

The COA shall give prompt notice to Design Team whenever Client observes or otherwise becomes aware of any development that affects the scope of services, project budget, or project schedule.

The COA warrants and represents that members of the Design Team have the right to enter upon the real property involved herein, and extends this right to J2. The Design Team agrees to exercise due care in the performance of all services pursuant hereto and acknowledges that it is at our own risk.

The Design Team has provided no environmental or cultural investigations on this site/project, has no knowledge of any adverse environmental or cultural conditions on the site/project, and is not responsible for and has no liability for any such environmental or cultural condition should one be found. It is the responsibility of the COA to investigate and make these environmental or cultural determinations based on the best knowledge and information available at the time of this project. Clearance to begin work shall be given prior to directing or ordering the preparation of any engineering documents.

The Design Team provides construction documents in full or in part freehand drafting and electronic CAD format. Any electronic files provided are for information and convenience purposes only and the final approved/sealed hard copy plans shall prevail. All construction documents will be developed to the COA and MAG design and construction standards and specifications.

Design Assumptions and Exclusions:

1. No post design / construction administration or construction observation services have been included in this scope of services. Such services shall be part of a separate construction contract.
2. Two (2) allowances have been provided as outlined in this Scope of Work for various additional services. Should the design allowances not be utilized by the City, then final design will be detailed by the Design-Build Team to reflect the conceptual design established by the Norris Design graphics, including lake layout and size, lake elements, water feature layout, size, and elements, and signage. Due to time constraints and the expedited schedule, utilization of the allowances shall require evaluation of schedule for possible addition of design time.
3. Design-Build Team has assumed that potable water shall be used for the two entry water features for optimum water quality.
4. Design-Build Team shall be tasked with routing water for the lake from the project boundary edge of Parcel 102-57-252 to the lake system. City shall be responsible for coordinating water supply to the property edge of Parcel 102-57-252 for Design-Build Team. City has determined that potable water shall be the water source for the lake. Team shall advise City on benefits/pro's/con's of the various water types.
5. No Design Review Board or Planning Department / Site Plan Approval Process has been included in this Scope of Work. Design-Build Team understands that the previously-completed Conceptual Design Phase and City Council Approval has established the site and aesthetic requirements for the project.
6. Survey is limited to a topographic survey (by J2 subconsultant) only. No Boundary Survey or ALTA survey is included with this scope and fee proposal. (The development of legal descriptions with exhibits has been included in this scope and fee proposal as an allowance, should this be needed).
7. The Design Team has not included any re-platting or rezoning efforts in this scope of services.
8. The Design Team is not providing or producing any environmental or biological investigations or clearances.
9. The Design Team is not providing any City permitting fees for this project. All permitting fees will be paid for by the City.
10. Utility potholing and/or designating utilities has not been included in this scope of services. It is assumed that the Contractor will be responsible for all potholing and underground utility investigation.
11. Design-Build Team understands that the lake and water features are anticipated to be constructed as one single project.
12. This scope of services does not include any architectural plans for any building development.

13. No public involvement has been included with this scope of services. No presentations to or development of presentation material for any City Council, Boards, or Commissions has been included in this scope of services.
14. No separate design package(s) for off-site improvements have been included in this scope and fee proposal.
15. No hardcopy sets have been included in this scope and fee. It is assumed that all reviews by the City will be done electronically, or printed by the City.
16. Design-Build Team has included one (1) structural pedestrian bridge over the lake to be included in this scope of work.
17. Design-Build Team has included a structural engineering allowance to cover various structural design engineering elements, which as of now has yet to be defined in detail. Structural design may include: lake bridge abutments; entry water feature structural wall design; possible CMU block enclosure for water feature equipment; load-bearing engineering for revised drainage headwall adjacent to north water feature; and other structural elements not yet defined.

J2 would expect to start our services after receipt of the Notice to Proceed. This exhibit represents the entire understanding of the Scope of Services as set out herein and may only be modified in writing signed by both parties.

The BLVD - Lake and Water Features
Prepared by J2 Engineering and Environmental Design, LLC
10/7/2020

Labor Category:		Project Manager Sr.	Project Engineer Sr.	Project Engineer	Engineer	Landscape Architect Sr.	Landscape Architect	Designer Sr.	Designer	
Rate:		\$ 208.66	\$ 180.70	\$ 128.88	\$ 127.17	\$ 175.29	\$ 123.42	\$ 120.63	\$ 83.39	
Task #	Task Description:									Hours Total
100	Project Definition, Site and Area Analysis, Data Collection									
101	Kick off Meeting, Agenda, Sign-in, and Minutes	2	0	2	0	2	0	0	0	6
102	Site Visit	2	0	2	0	2	2	0	0	8
103	Utility Map Requests and Review Asbuilts	0	0	2	0	0	2	0	0	4
104	Subconsultant Coordination	2	0	0	0	0	2	0	0	4
200	Design Development (60%)									
201	Design Meetings (2) Agenda, Sign-in, and Minutes	4	0	4	0	4	0	0	0	12
202	Design Development Plans	16	24	40	72	70	76	72	80	450
203	Preliminary Drainage Report	1	4	8	12	0	0	12	0	37
204	Outline Specifications	1	1	0	0	2	0	0	0	4
205	Subconsultant and Utility Coordination and QA/QC	2	2	2	0	2	3	0	0	11
300	Pre-Final Construction Documents (90%)									
301	Design Meetings (2) Agenda, Sign-in, and Minutes	4	0	4	0	4	0	0	0	12
302	Pre-Final Construction Documents Plans	12	26	44	80	74	80	80	84	480
303	Final Drainage Report	1	2	12	12	0	0	8	0	35
304	Pre-Final Specifications	1	2	0	0	2	2	0	0	7
305	Subconsultant and Utility Coordination and QA/QC	2	2	2	0	4	3	0	0	13
400	Final Construction Documents (Permit Set)									
401	Final Construction Documents Plans	12	28	44	72	72	80	80	84	472
402	Final Specifications	1	3	0	0	2	3	0	0	9
403	Subconsultant and Utility Coordination and QA/QC	2	2	4	0	4	3	0	0	15
500	Meetings									
501	Weekly Design Meetings - Virtual	16	0	16	0	0	8	0	8	48
J2 Hours per Labor Category:		81	96	186	248	244	264	252	256	1627
J2 Fee per Labor Category:		\$ 16,901.46	\$ 17,347.20	\$ 23,971.68	\$ 31,538.16	\$ 42,770.76	\$ 32,582.88	\$ 30,398.76	\$ 21,347.84	\$ 216,858.74
Subconsultants:		Fee Amount								
EAI Survey		\$ 7,119.00								
Wright Engineering Electrical		\$ 15,290.00								
Aztec Structural Engineering (Design Allowance)		\$ 20,000.00								
Lisa Ranzanburger Signage		\$ 4,110.00								
Total Subconsultants:		\$ 46,519.00								
Allowance 1 / Conceptual Alternatives:		Fee Amount								
Conceptual Design Alternatives Allowance - J2		\$ 10,000.00								
Conceptual Design Alternatives Allowance - Signage		\$ 1,300.00								
Total Allowance 1:		\$ 11,300.00								
Allowance 2 / Legal Descriptions:		Fee Amount								
Legal Descriptions Allowance		\$ 3,500.00								
Total Allowance 2:		\$ 3,500.00								

The BLVD

SCOPE AREA

ENTRY WATER
FEATURES ZONE

LAKE ZONE

OPTIONAL MASS
GRADING ZONE

Google Earth

W City Center Dr

N Avondale Blvd

W Van Buren St

700 ft



September 28, 2020

Project Number: 2020-M-42

Mr. Jeff Velasquez, PLA, ALSA.

Vice President, Principal Landscape Architect
J2 Engineering and Environmental Design
4649 East Cotton Gin Loop, Suite B2
Phoenix, Arizona 85040

**Re: Cost Estimate for Providing Surveying and Base Maps Preparation Services
The BLVD, Avondale, Arizona**

Dear Mr. Velasquez:

Engineering Alliance, Inc. ("EA") appreciates the opportunity to submit this proposal for Surveying and Base Map Preparation Services to J2 Engineering & Environmental Design ("Client") for the above referenced project.

Scope of Work:

- Gather utilities map, right of way maps, easements, and other relevant records
- Perform a topographic field survey of TWO (02) areas shown in **Blue** on markup sent via email on 9-25-2020. First area is approx... 366' X 110' at the intersection of Avondale & City Center Drive. The second area is approx... 630' X 675' just to the East of the previously mentioned intersection fronting City Center Drive.
- EA will locate all section, Quarter Section, Roadway monuments and Property Corners as needed. EA will tie all Control to City of Avondale control Datum.
- EA will take cross-sections approximately every 25 feet on grid throughout the project area per the above-mentioned Markup. EA will locate all permanent features within the project area including but not limited to Back of Curb, Sidewalk, Fences and Natural Ground. EA will also locate all above ground Utilities and any Blue stake of utilities in the area.
- Prepare base map in AutoCAD format. Include all available utilities data and field data in the base maps. The base maps will be prepared as per the City of Avondale CADD Standards. EA will create and draw 1' contours based on field data. EA will draw a boundary on the base map but will not be performing a signed and sealed boundary survey on this project.



Schedule:

EA anticipates completing the scope of work listed herein within 4 weeks from receiving an approval to proceed and associated purchase order. We can expedite the services, if needed, to meet your needs.

Cost Estimate Blue Area

Our professional fees for the above-described services will be billed on a lump sum basis as follows.

TASKS	Hours	Per Hour	ESTIMATED COST
✓ Research Data Acquisition & Study	8	\$59.45	\$475.60
✓ Locate/Set Horizontal and Vertical Controls	4	\$116.33	\$465.32
✓ Topo Survey	16	\$116.33	\$1,861.28
✓ Base Mapping	40	\$85.31	\$3,412.40
✓ Survey Manager	10	\$90.47	\$904.70
✓ Total			\$7,119.30

Any work not authorized within 3 months of the date of this agreement will be subject to renegotiations based on current rates.

Scope of Work (OPTIONAL AREA):

- Perform a Topographic field survey of One (01) areas shown in Red on markup sent via email on 9-25-2020. This area is approx... 1320' X 1320' minus the area marked in Blue. This area is bound on the North by City Center Drive, South by Van Buren Street, West by Avondale Blvd. and East by a Subdivision.
- EA will use the City of Avondale control Datum located previously and set new as needed.
- EA will take cross-sections approximately every 25 feet on grid throughout the project area per the above-mentioned Markup. EA will locate all permanent features within the project area including but not limited to Back of Curb, Sidewalk, Fences and Natural Ground. EA will also locate all above ground Utilities and any Blue stake of utilities in the area.

- Prepare base map in AutoCAD format. Include all available utilities data and field data in the base maps. The base maps will be prepared as per the City of Avondale CADD Standards. EA will create and draw 1' contours based on field date. EA will draw a boundary on the base map but will not be performing a signed and sealed boundary survey on this project.

Schedule (OPTIONAL AREA):

EA anticipates completing the scope of work listed herein within 4 weeks from receiving an approval to proceed and associated purchase order. We can expedite the services, if needed, to meet your needs.

Cost Estimate Red Area (OPTIONAL AREA)

Our professional fees for the above-described services will be billed on a lump sum basis as follows.

TASKS	Hours	Per Hour	ESTIMATED COST
✓ Topo Survey	30	\$116.33	\$3,489.90
✓ Base Mapping	40	\$85.31	\$3,412.40
✓ Supervision Calculations & QA/QC	10	\$90.47	\$904.70
✓ Total			\$7,807.00

Any work not authorized within 3 months of the date of this agreement will be subject to renegotiations based on current rates.

Assumptions:

- All fees to government agencies will be paid by the client.
- The survey crew will have legal access to the site.



- No Boundary Survey will be performed under this proposal

AGREED BY:

_____	_____
Name	Date
_____	_____
Title	Company



September 29, 2020

For:
J2 Engineering and Environmental Design - Jeff Velasquez



Project:
The BLVD - City of Avondale

60% and 100% submittals

Design Development/Design Intent Documentation

Utilizing configuration, scale and position of BLVD and Park Avenue Identity elements as outlined in *The BLVD Park Avenue District Entry Concept* visuals, make any necessary adjustments as needed for proper fit, presence, and placement within the proposed landscape architecture.

Develop a scaled, dimensioned lay-out of each element; determining relevant fabrication techniques and details, selecting materials and finishes and providing notations as required to convey intent.

Document elements as expected by industry standards and as needed to convey fabrication intent as well as a basis for preparation of shop drawings by a fabricator.

Elevations, plans, descriptions, details and notations will be developed to communicate:

- 1-Necessary lay-out and associated dimensions
- 2-Material and finish specifications
- 3-Hardware specifications, if necessary for aesthetic intent.
- 4-Fabrication techniques, as required, to achieve aesthetic intent as well as to address maintenance and/or durability concerns.

Any structural intent will be outlined only as it may relate to the aforementioned.
Required structural engineering will be the responsibility of the fabricator.

Along with the drawings, technical specifications in the appropriate format will be developed.

Design Development/Design Intent Documentation Total \$4110

Post Design Services

Generate written responses to fabricator RFI's

Review fabricator shop drawings, mock-ups and material submittals for compliance with the Design Intent Documents.

Conduct (3) visits to selected fabricator's shop or to site to observe signage elements at agreed upon levels of progress and submit a report for each visit.

Conduct a pre-final and final walk-through, generating a punchlist for each.

Post Design Services Total \$1515

Design Adjustment Allowance

Should it be necessary, develop 2-3 additional configuration options for The BLVD. identity element in response to alternate placement, color and/or arrangement scenarios as directed by the City of Avondale.

Alternate options to be completed prior to any Design Development or Design Intent Documentation work.

Design Adjustment Allowance Total \$1300

Design Development /Design Intent Documentation Total	\$4110
--	---------------

Post Design Services	\$1515
--	--------------------------

Design Adjustment Allowance	\$1300
------------------------------------	---------------

GRAND TOTAL	\$6925
--------------------	---------------

sheet 2 of 2

LISA RANZENBERGER

602.722.9848

lisaranzenberger@cox.net

September 28, 2020

J2 Engineering & Environmental Design
4649 East Cotton Gin Loop, Ste B2
Phoenix, Az 85040

Re: **The BLVD Lake and Water Features**

Attn: Aaron Allan

Dear Aaron,

Wright Engineering appreciates this opportunity to submit a proposal for electrical engineering services on the above referenced project. The following services will be performed in a professional manner to meet City of Avondale requirements:

Site Electrical Design Scope of Services:

1. Coordinate design with owner, design team and power company as required.
 - a. Project coordination will be performed primarily via email and telephone calls, up to (1) one in-person or teleconference design coordination meeting is included in this scope.
2. Design the electrical power system to meet local codes and requirements.
3. Prepare 24" X 36" electrical construction drawings including an overall site plan showing all new equipment to include the following:
 - a. Electrical service entrance sections (approximately 2-3 locations) and distribution equipment
 - b. Power feed to lake circulation, aeration, and fill pump station. Pumps station designed by water feature designer
 - c. Lake perimeter landscape enhancement lighting
 - d. Lake perimeter area lighting
 - e. Empty conduits for future sound system and security cameras around the lake.
 - f. Power connection locations for Wi-Fi connection points around the lake
 - g. Power provisions for future water features near the lake
 - h. BLVD entry water feature pump station power north and south (2 separate pump station power connections)
 - i. Entry water feature surrounding landscape lighting
4. Prepare photometric calculations showing all lighting averages, uniformities and any spill light at adjacent property lines.
5. All lighting on/off control will be designed per client's requirements. All necessary equipment will be shown on the plans.

6. Prepare necessary elevation view and installation details of the equipment listed above to help determine layout and size.
7. Prepare load calculations and single line diagram.
8. Prepare panel schedule and other electrical installation details as required.
9. Prepare a conduit and wire table showing all power conduits and wire for equipment listed above.
10. Prepare system fault current and voltage drop calculations as required.
11. Prepare an engineer's opinion of probable electrical construction costs upon request.
12. Structural calculations for the light foundations are included.
13. Perform in-house QAQC review and modifications.
14. The above plans will be provided to client at 60% and 100% final levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
15. It is anticipated that due to the accelerated design and construction schedule, multiple GMP plan sets will be required based on the scheduling of construction and procurement of long lead electrical and lighting items.
16. Municipal review comments will be responded to and addressed.

Traffic Signal Design Scope of Services:

1. Coordinate design with owner, Power Company, and design team as required. This task includes one pre-design meeting.
2. Visit the site to determine existing conditions. This task will include identifying existing traffic signal equipment and potential underground conflicts. Up to (1) one visit.
3. Prepare 24x36 reproducible traffic signal construction plans for one intersection:
 - a. N. Avondale Blvd. & The BLVD (Relocation of existing traffic signal control cabinet and metered electric pedestal only, no other new equipment or relocations included)
4. Design all new and modified equipment including reconnection of all existing signal device circuits to the existing signal pole arrangement.
5. All equipment will be designed to meet local codes and ordinances as well as ADA, MUTCD, OSHA, NESC, and other applicable state and federal requirements as adopted by the local jurisdiction.
6. Prepare equipment schedule identifying all equipment required.
7. Prepare conduit and conductor table to power all equipment.
8. Prepare single line diagram and load calculations for power service of the relocated pedestal as required.
9. Prepare an engineer's estimate of probable construction costs with item and unit cost breakdown.
10. Perform in-house QA/QC review.
11. Coordinate with client regarding review comments from design team and municipality.

12. The above plans will be provided to client at 60% and 100% final levels for submittal review and comment. Submittals will be made via email in digital PDF format. Client will print, copy and submit to the City and owner as needed.
13. It is anticipated that due to the accelerated design and construction schedule, multiple GMP plan sets will be required based on the scheduling of construction and procurement of long lead electrical and lighting items.
14. Up to one set of base drawing changes or updates will be included in this engineering cost proposal. Incorporating any additional base drawing changes will incur additional cost at the rates noted under additional services.
15. Municipal review comments will be responded to and addressed.

Construction Phase Scope of Services:

1. Post-Design Services:
 - a. Review electrical equipment submittals and shop drawing packages for conformance to contract documents.
 - b. Respond to RFIs.
2. Project Close-out:
 - a. Visit the site at substantial completion to review the electrical installation and provide a punch list walk-thru report.
3. Meetings:
 - a. Includes time for (1) person to attend including travel
 - 1) (1) Pre-construction meeting (4 hours)
 - 2) (1) Project meeting (4 hours)
4. Prepare record drawings of the electrical installation based on inspection information as well as contractors marked up electrical plans.

Responsibilities of Others:

1. Provide Wright Engineering Corp. electronic base files in an AutoCAD format which includes all proposed and existing utilities, all proposed improvements, and any existing conditions that affect this scope.
2. Wright Engineering will submit plans to the landscape architect for submittal to the local government agencies for approval and permits.
3. Designation of electrical service locations will be determined by the local utility company. The owner is responsible for coordination of the design of all electrical utility power services during the design process.

Final Deliverables:

1. Upon completion of the design, we will provide final sealed documents bearing the signature of a registered electrical engineer in the State of Arizona.

Engineering Fee:

1. Site Electrical Design Services: **\$10,790.00** (Lump Sum)
2. Traffic Signal Equipment Design Services: **\$4,500.00** (Lump Sum)
- ~~3. Construction Phase Services: **\$4,530.00** (Billed Hourly, Not to Exceed)~~

Note: Any engineering or services fees requested to be paid by credit card will be charged an additional 4.25% for processing.

Additional Services:

Any services not specifically included in the Scope of Services section shall be additional services payable at an hourly fee at the following rates:

Principal	\$165/hour	Designer	\$105/hour
Senior Engineer	\$145/hour	Draftsman	\$95/hour
Engineer	\$125/hour	Secretary	\$55/hour

Printing Charges:

Although not anticipated, any printing and delivery requested will be charged as follows:

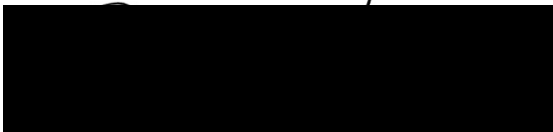
Blacklines	\$ 2.00 each
Mylar Sepia	\$18.00 each
Delivery Cost	cost

Billing:

We will bill you on a monthly basis for these services. Payment terms are Net 30 days. This proposal will be valid for the next 90 days. If you have any questions, please contact us at your earliest convenience.

I look forward to working with you on this project. Please show your acceptance of this proposal by signing below and returning one copy for my records.

Sincerely,



R. Scott Wright, P.E., LC
Wright Engineering Corporation

City of Avondale
The BLVD Lake and Water Features
Electrical Engineering Services
Wright Engineering Corporation
2020-09-28

TASK	DESCRIPTION	Principal	Senior Engineer	Designer	Administrative	TOTAL HOURS
	Traffic Signal Design					
	Project Coordination	0.00	1.00	1.00	0.00	2.00
	Site Investigation	0.00	0.00	4.00	0.00	4.00
	Plan Development 60%, 100%	0.00	4.00	15.00	0.00	19.00
	Calcs, Details	0.00	2.00	8.00	0.00	10.00
	QA/QC	0.00	2.00	2.50	0.00	4.50
	ESTIMATED HOURS	0.00	9.00	30.50	0.00	
	Direct Hourly Rate	\$165.00	\$145.00	\$105.00	\$55.00	
	LABOR COST	\$0.00	\$1,305.00	\$3,202.50	\$0.00	
	TOTAL HOURS				39.50	39.5
	TOTAL LABOR COST				\$4,507.50	\$4,507.50
			TOTAL PROJECT COST			\$4,500.00

[illegible]

Firm: **AZTEC Engineering Arizona, LLC**
 Address: **4561 E. McDowell Road**
Phoenix, Arizona 85008
 Phone: **(602) 454-0402**
 Fax: **(602) 454-0403**

Contract No:
 Project Name: **The BLVD**
 Avondale Project No:
 Contract Type:
 Date: 29-Sep-20

DERIVATION OF COST PROPOSAL SUMMARY

DIRECT LABOR RATES

Basic Services - (Design and Design Services During Construction for Water Features)

1.0 General

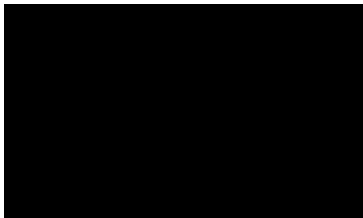
<u>Classification</u>	<u>Contract Rate</u>
Project Manager	\$210.00
Project Engineer	\$160.00
Design Engineer	\$125.00
Designer/CADD	\$95.00
Project Administrator	\$65.00

2.0 Structure Design

<u>Classification</u>	<u>Contract Rate</u>
Project Manager	\$210.00
Project Engineer	\$160.00
Design Engineer	\$125.00
Designer/CADD	\$95.00

3.0 Design Services During Construction

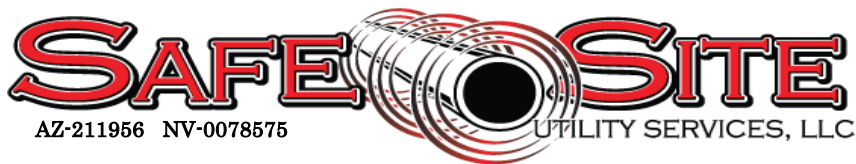
<u>Classification</u>	<u>Contract Rate</u>
Project Engineer	\$160.00
Design Engineer	\$125.00
Designer/CADD	\$95.00



John A. Gleason, PE
 Project Manager

September 29, 2020

DATE



QUOTE

"The Professional Choice"
Serving Arizona, Nevada & Southern CA

Presented to:
Willmeng Construction

Contact Name & Phone:
David Laughlin 480.826.7313

Proposal #: 2009019

Presented by:
Safe Site Utility Services, LLC
7623 N 73rd Drive
Glendale, AZ 85303
O: 602-606-8882
F: 602-391-2934

Client Job or Site ID	Address of Proposed Work
City of Avondale Project	N Avondale Blvd & W Van Buren St, Avondale, AZ 85323

Scope of Work

Designate and map site utilities within the 2 areas depicted on the map provided including the East side of Avondale Blvd and both sides of City Center Dr. Locating within Van Buren St is excluded. Utility locations will be captured using mapping grade GPS data collectors in NAD83 AZ Central International Feet and a CAD file & PDF map will be provided.

Qty	Unit	Description of Service	Rate	Line Total
1	LS	Utility Designation	\$ 3,575.00	\$ 3,575.00
1	LS	Mapping - GPS Data Collection & Map Creation	\$ 1,850.00	\$ 1,850.00
1	LS	Traffic Control	\$ 480.00	\$ 480.00
	% Adder	Night & Weekend Work	20%	\$ -
Payment Terms - Net 30 days. Payment will be made according to the payment terms specified. For new customers, payment will be required by credit card for the first job completed and then any invoices after that will have Net 30 day terms. Any unpaid balance remaining beyond the due date will be subject to interest at an annual rate of 18% (1.5% per month).			Total Lump Sum Fee	\$ 5,905.00

DISCLAIMER: Safe Site will exercise its due diligence in identifying and locating all utilities. However, due to factors beyond our control including lack of maps, inaccuracy of maps, lack of above ground indications of utilities, the presence of unknown and non-electromagnetically conductive utilities and soil conditions being non-conductive to GPR scans, Safe Site cannot guarantee that all utilities will be found. Please observe a buffer zone equal to 2 feet either side of our markings. Markings are only good for a period of 14 days. Please call us for remarking should your job extend beyond that time frame.

The Proposal/Quote is hereby accepted according to the Scope of Work, Fees and Terms and Conditions contained herein. Safe Site Utility Services, LLC is authorized to proceed with the work described and invoice Client upon completion.

Signature

Date

Printed Name



September 29, 2020

Willmeng Construction, Inc.
2048 North 44th Street, Suite 200
Phoenix, Arizona 85008

Attention: David Laughlin

Reference: **Geotechnical Evaluation Services**
The Boulevard Water Features
Avondale Boulevard and The Boulevard, Avondale, Arizona
Premier Proposal No. 2020-088-10

Dear Mr. Laughlin:

Pursuant to your request and for your consideration, enclosed please find our scope and fee proposal package for the referenced project. Our detailed scope and fee are enclosed.

Premier understands that the geotechnical evaluation services scope of work will be completed on a **Cost Plus** basis. It is also understood that there are two different options for the geotechnical investigation – Option1 including the three water features only and Option 2 including three water features and shallow mass grading of the entire 33-acre site. Based on provided information and the understanding of the project requirements, Premier has estimated a total fee of **\$14,105.00** (fourteen thousand one hundred and five dollars) for the enclosed scope of work for Option 1. For Option 2, if chosen, Premier estimated an allowance of \$6,585.00 (six thousand, five hundred eighty-five dollars) for the additional work in Option 2 beyond the scope for Option 1.

Premier appreciates the opportunity provided and looks forward to working with you and your team on this important project. If you have any questions or require clarification of the above information, please feel free to contact us at (480) 829-6000.

Sincerely,

Premier Engineering Corporation

Shameem A. Dewan, PhD, PE
Geotechnical Department Manager

Enclosures: As stated

Premier Engineering Corporation
Scope of Services
for
Geotechnical Evaluation Services
The Boulevard Water Features
Avondale Boulevard and The Boulevard, Avondale, Arizona

September 29, 2020

Project Background and Understanding

Willmeng and its design team members have been selected for a design-build contract with the City of Avondale to design and build three (3) separate water features at the proposed “THE BOULEVARD” development located at the intersection of Avondale Boulevard and The Boulevard (currently, W. City Center Dr.) in Avondale, Arizona. The Boulevard is (or will be) a roadway 1,200 feet north of Van Buren Street. The project includes the design and construction of three water features, two features at the northeast corner and the southeast corner of the roadway intersection and the third feature, a lake, immediately south of The Boulevard and approximately 500 feet east of Avondale Boulevard.

Water feature 1, “The Lake”, will be located immediately south of The Boulevard and will be the largest of the three water features with an area of approximately 0.8 acres, and is meant to provide a lake-like setting. The lake is anticipated to have depths up to 10 feet. The lake is not intended to be supplied with fish, but rather just water storage with fountains and/or waterfalls to provide constant water movement. The City anticipates several pedestrian crossings across the water surface for connectivity within the proposed future plaza.

Water Features 2 and 3 will be located at the northeast corner and southeast corner, respectively, of the roadway intersection. These two water features will serve as entry features into the development and will be the points of focus at this major intersection, setting the stage for the future development. These water features each measure approximately 2,500 square feet and each will feature fountains, waterfalls, prominent Boulevard Logos mounted within the water features.

All foundations and underground utilities for the three water features are anticipated to be located within a depth of 12 feet below the existing surface grades. Some miscellaneous features, such as, trench patching for utility tie-ins, hardscape decorative concrete, and concrete crosswalks may be included in the development. The project will re-route approximately 100 feet of storm drain piping and re-configure drainage on the basins north and south of the water features.

It is possible that the Design-Build team may decide to mass grade the entire site of “THE BOULEVARD” development, as an option for City’s consideration, which includes an approximate square land of 33 acres. The overall development site is currently vacant, however, the southwest corner area of the site used to be occupied by two buildings for American Sports Center and My Place Hotel.

Scope of Services:

Premier’s geotechnical investigation work is divided in to two different options. Option 1 includes the investigation for the three water features and associated features only and Option 2 includes the water features and a mass grading of the entire 33 acres of land for THE BOULEVARD development. Different numbers and depths of borings will be completed for two different options utilizing a Truck-mounted drill rig attached with hollow-stem augers. Field Standard Penetration Tests (SPT) will be performed at a regular depth

interval, subsurface information will be logged and laboratory test samples will be collected by Premier. All boreholes will be backfilled with drill cuttings.

Option1

This option includes only three water features. Premier plans to complete a total of five boreholes at the three water features areas – three 20 feet deep boreholes at Water Feature 1 (lake) and two 15 feet deep boreholes at Water Features 2 and 3. Laboratory tests may include five gradation, five Atterberg limits, three Standard Proctor, one consolidation/collapse, one swell, two pH, two resistivity, two chloride, and two sulfate tests.

Option2

This option includes three water features and mass grading of the entire 33-acre site. Premier plans to complete a total of 19 boreholes – five boreholes at the three water features areas, as in Option 1, and additional fourteen 5-foot deep boreholes within the 33-acre site. Laboratory tests may include 12 gradation, 12 Atterberg limits, five Standard Proctor, three consolidation/collapse, four pH, four resistivity, four chloride, and four sulfate tests. The estimated additional cost (beyond Option 1) will be provided as an allowance.

Premier's scope of work, as listed below, consists of geotechnical services to determine the subsurface conditions and provide geotechnical recommendations for the design and construction of the proposed Water Features and/or mass grading of the entire THE BOULEVARD site. The geotechnical scope of services includes the following items:

1. Contractual and administrative matters.
2. Project coordination and meetings with the D-B Team.
3. Initial site visit, boring location marking and utility clearance coordination.
4. Field drilling, testing, and sampling utilizing a CME-75 or similar auger drill rig system. The drilling will be completed for the intended depths or the depths of the drilling rig refusals.
5. Laboratory tests as described in Option 1 and Option 2.
6. Geotechnical engineering analysis of the field and laboratory information and determination of design and construction parameters for the proposed developments.
7. Preparation of a geotechnical evaluation/investigation report, as deliverable, with recommendations for the design and construction of the proposed development.

Assumptions:

The following assumptions were considered during the development of this scope of work:

- Field work will require approximately one day for Option 1 and two days for option 2 and the drilling/coring will be completed between 6:00 am and 6:00 pm.
- No water table or saturated condition generally exists at the drilling locations.
- All private underground utility lines will be marked by the client.
- The management of any existing contaminated subsurface materials is not included.
- No percolation tests will be required to be performed.

Premier Engineering Corporation
Derivation of Cost Proposal
The Boulevard Water Features
Geotechnical Evaluation Services

Estimated Direct Labor

<u>Classification</u>	<u>Hours</u>	<u>Average Hourly Rate</u>	<u>Cost</u>	<u>Totals</u>
Project Principal	1	\$220.00	\$220.00	
Senior Geotechnical Engineer	53	\$160.00	\$8,480.00	
Geotechnical Field Engineer	19	\$105.00	\$1,995.00	
Administrative / Clerical	2	\$70.00	\$140.00	
Total Estimated Direct Labor	75			\$10,835.00

Estimated Subconsultants

Drilling services (Sub - TBD)	\$1,440.00
Laboratory testing services (Sub - TBD)	\$1,830.00

Total Estimated Subconsultant Services **\$3,270.00**

Subtotal Cost to Consultant **\$14,105.00**

Total Estimated Cost **\$14,105.00**

Estimated Allowances

Option 2 Additional work - Engineering		\$2,275.00
Option 2 Additional Work	Drilling Services	\$1,760.00
Option 2 Additional Work	Laboratory Testing Services	\$2,550.00

Total Allowances (not included in Total Estimated Cost) **\$6,585.00**

Signature

9/29/2020
Date

Premier Engineering Corporation

The Boulevard Water Features
Geotechnical Evaluation Services

ITEM/TASK	Project Principal	Senior Geotechnical Engineer	Geotechnical Field Engineer	Administrative / Clerical	TOTAL
Contractual and administrative matters	1			2	3
Project coordination, management, & meetings with D-B Team		8			8
Site Reconnaissance and boring location marking		4	4		8
Blue stake coordination on utility clearances			4		4
Field drilling monitoring/testing/sampling			10		10
Sample evaluation and laboratory test management		1	1		2
Geotechnical analysis		8			8
Geotechnical report preparation		28			28
QA/QC review		4			4
Total Phase 01: Geotechnical Evaluation Services	1	53	19	2	75

The Boulevard Water Features
Geotechnical Evaluation Services
Willmeng

ITEM/TASK	Project Principal	Senior Geotechnical Engineer	Geotechnical Field Engineer	Administrative / Clerical	TOTAL
Allowance					
Option 2 Additional work - Engineering					
Site Reconnaissance and boring location marking		1	1		2
Field drilling monitoring/testing/sampling			10		10
Geotechnical analysis		2			2
Geotechnical report preparation		4			4
Subtotal:		7	11		18
Rate:	\$220.00	\$160.00	\$105.00	\$70.00	
Total Allowance:		\$1,120.00	\$1,155.00		\$2,275.00

Use this section for an allowance that only includes only subconsultants or requires no detailed breakdown.

Allowance:	Description Detail or Subconsultant Name	Amount
Option 2 Additional Work	Drilling Services	\$1,760.00
Option 2 Additional Work	Laboratory Testing Services	\$2,550.00

EXHIBIT K
TO
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Performance Bond]

See following page.

PERFORMANCE BOND

HISTORIC AVONDALE PHASE 1 IMPROVEMENTS
EN 19-186

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 Oblige) 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 Oblige, 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
DESIGN - BUILD AGREEMENT
BETWEEN
CITY OF AVONDALE
AND
WILLMENG CONSTRUCTION, INC.

[Payment Bond]

See following page.

PAYMENT BOND

HISTORIC AVONDALE PHASE 1 IMPROVEMENTS
EN 19-186

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

CITY COUNCIL REPORT

SUBJECT: Budget Transfer for Public Art Projects

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Pier Simeri, Marketing Director (623) 333-1600

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

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

PURPOSE:

City Council will consider a request to approve a budget amendment in the amount of \$130,000 to increase spending authority for Public Art projects. The Council will take appropriate action.

BACKGROUND:

The Avondale Municipal Art Committee's 2020/21 Annual Action Public Art Plan includes two major projects intended to enhance and beautify the Avondale landscape in two areas of the City.

Al Querido, by artists Stephen Fairfield and David Olsen, is a new media sculpture planned for the median along Avondale Boulevard, where a streetscape improvement project is planned for this Fall. The public art piece, in conjunction with the Avondale Boulevard median improvements, is part of an overall plan to enhance the aesthetics in The BLVD, an area where the City is actively engaged in attracting new development. Anticipated completion is end of 2020.

Tree Swing is a functional public art project developed as part of the Avondale Resource Center construction. Located in the backyard of the complex, the project will serve as a multi-generational gathering space, providing shade and seating elements, including a "back-porch" swing. Anticipated completion is end of 2020.

DISCUSSION:

The Avondale Municipal Art Committee has been instrumental in locating public art throughout the City. The committee has been especially supportive of artistic projects done in tandem with capital projects, such as the construction of a decorative gate arch at the Goodyear Farms Cemetery (Algodon) and a proposed Gallery 37 sculpture project at Festival Fields (Bugs Eye View) to be constructed later this year. Both *Al Querido* and *Tree Swing* will complement the capital projects underway in the city.

BUDGET IMPACT:

The cost of each of the two projects is \$65,000 respectively for a total of \$130,000. Public Art Fund has a fund balance of \$296,670 and that existing fund balance will provide the resources necessary to cover the expense of the two projects. Currently, the budget in the line item for artwork in the Public Art Fund is \$46,2000. The

budget amendment of \$130,000 is proposed to come from line item 209-5300-00-6990, which is available for unanticipated expenses that have available resource to cover those expenses.

RECOMMENDATION:

Staff recommends that the City Council authorize a budget amendment and spending authority for the two public arts projects mentioned above; and authorize the staff to execute the necessary documents.

CITY COUNCIL REPORT

SUBJECT: Resolution 1070-1020 - Intergovernmental Agreement with Maricopa County for the Exchange of Services (Entente)

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Kevin Murphy, PE, Development and Engineering Services Director, (623) 333-4011

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1070-1020 authorizing an Intergovernmental Agreement (IGA) with Maricopa County for the purpose of the exchange of services for roadway maintenance (Entente Program), and authorize the Mayor, the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In 2015, the City and County entered a 5-year Entente Agreement, which expired in September, 2020. The Agreement was the fifth in a series of Entente agreements which began in 2003. The purpose of the Agreement is to provide the traveling public with a more seamless transportation system by developing and implementing a cooperative roadway maintenance program involving the exchange of services. The Entente Program looks beyond jurisdictional or geographical boundaries and focuses on the maintenance task required and the efficient use of available resources. The program will benefit areas where the City and County share jurisdictional boundaries such as Indian School Road, 107th Avenue, El Mirage Road and Avondale Boulevard. The program anticipates temporary arrangements between the City and county for the provision of goods and services to complete routine or emergency roadway maintenance tasks.

DISCUSSION:

The proposed IGA establishes a procedure that will authorize the County Transportation Director and the City Manager to enter into Letters of Agreement (LOAs) to exchange goods or services for routine or emergency highway maintenance services. The Agreement addresses both the exchange of services and financial reimbursement if there is no opportunity for an exchange. The total financial reimbursement is limited to \$250,000 per year.

Examples of projects that could be completed under the Entente Program include, but are not limited to: signage, striping, and pavement repair. A complete list is included in Exhibit A of the IGA which is attached to this report.

Strategic Plan Alignment

Initiative: Foster Sustainable Community Development

Goal: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

BUDGET IMPACT:

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect for five (5) years. In the event that the City would enter into a LOA with the County for roadway maintenance, funding would be available in the respective CIP Street Fund Line Item or Engineering Operating Budget. CIP Street Fund line items associated with this Agreement include, but are not limited to: 304-1007-00-8420 - Street Drainage Issues, 304-1009-00-8420 - City Wide Street Overlay, 304-1012-00-8420 - Bridge Repairs, 304-1020-00-8420 - Preventative Street Maintenance, 304-1552-00-8410 - Transportation Safety Enhancements and/or 304-1220-00-8420 – Pedestrian Ramp/Sidewalks Program. The total aggregate reimbursement amount for all LOAs entered into pursuant to this Agreement shall not exceed \$250,000 per fiscal year.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing an Intergovernmental Agreement (IGA) between the City of Avondale and Maricopa County for the purpose of the Exchange of Services for Roadway Maintenance (Entente Program), and authorize the Mayor and City Clerk to execute the necessary documents.

RESOLUTION NO. 1070-1020

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY, ARIZONA RELATING TO THE IMPLEMENTATION OF A COOPERATIVE HIGHWAY MAINTENANCE PROGRAM.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, Arizona relating to the implementation of a cooperative highway maintenance program (the “Agreement”) is hereby approved substantially in the form and substance attached hereto as Exhibit A.

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 cause the execution of the Agreement and to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, October 19, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1070-1020

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE
CITY OF AVONDALE FOR THE EXCHANGE OF SERVICES (ENTENTE)**

(C-64-21- _____ -M-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State (**County**), and the City of Avondale, a municipal corporation (**City**). The County and City are collectively referred to as the **Parties** or individually as a **Party**.

This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors.

STATUTORY AUTHORIZATION

1. A.R.S. §11-251 and §§28-6701 *et seq.* authorize the County to layout, maintain, control and manage public roads within the County.
2. A.R.S. §§11-951 *et seq.* authorize public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. A.R.S. §§9-240 and §9-276 *et seq.* authorize the City to layout and establish, regulate and improve streets within the City, and to enter into this Agreement.

BACKGROUND

4. The Parties desire to develop and implement a cooperative highway improvement program whereby routine or emergency highway maintenance will be implemented more efficiently (**Entente Program**). The Entente Program is designed to focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letters of Agreement (**LOA** or **LOAs**). The Parties desire to authorize the County Transportation Director, or their designee, and the City Manager, or their designee, to enter into separate LOAs for each routine or emergency highway maintenance project.

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to establish procedures to authorize the County Transportation Director, or their designee, and the City Manager, or their designee, to enter into LOAs to exchange goods or services between each Party in order to perform routine or emergency highway maintenance services.

6. This Agreement shall become effective as of the date it is approved by the Maricopa County Board of Supervisors and remain in full force and effect until it is terminated by either Party. Any Party may terminate this Agreement for any reason upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date.

TERMS OF THE LOA

7. Each LOA will describe the routine or emergency highway maintenance project and the goods or services that are being exchanged between the Parties. If applicable, the LOA will also state the amount of reimbursement owed to the other Party if the value of goods or services exchanged is not of equal value; provided, however, the total aggregate reimbursement that is in excess of the value of the goods or services received for all LOAs entered into pursuant to this Agreement shall not exceed \$250,000 per fiscal year.
8. After the Parties enter into an LOA, if there are unexpected or unforeseen costs that cause the value of the goods or services exchanged to become unequal or add to the amount of reimbursement for that LOA, the Parties shall amend the LOA, in writing; provided, however, that the additional reimbursement shall not cause the total aggregate reimbursement for all LOAs to exceed \$250,000 per fiscal year.
9. Prior to any work being performed under an LOA by either the County or the City, payment shall be remitted to the owed Party for the project work to be done pursuant to the LOA.
10. All routine or emergency highway maintenance projects shall be performed in accordance with "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the County and City, as applicable.
11. All routine or emergency highway maintenance projects shall be performed with existing resources.
12. Nothing in any LOA shall be interpreted to enlarge or expand the County's or the City's authority.

TERMS OF THE AGREEMENT

13. Responsibilities of the County:

- 13.1 The County Transportation Director, or their designee, may select routine or emergency highway maintenance projects suitable for an LOA and enter into LOAs with the City for the exchange of goods or services for highway maintenance projects. If the value of County provided goods or services exchanged with the City is less than the value of goods and services provided by the City the County shall remit to the City the difference in value, provided that the total aggregate reimbursement to the City for all LOAs will not exceed \$250,000 per fiscal year.

- 13.2 The County shall remit to the City any sums due to the City for its contribution of goods and services the value of which exceed the value of goods and services provided by the County, less any overpayments previously remitted, within 30 days of receipt of an itemized statement from the City or pursuant to the terms of the LOA.
- 13.3 The County shall complete each routine or emergency highway maintenance project, such as those generally outlined in Exhibit A, which is attached to this Agreement and incorporated into this Agreement by reference, in accordance with the County's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the County.
- 13.4 Prior to the end of every fiscal year of the County, the County shall provide the City a statement of services performed by the County pursuant to an executed LOA (**County Statement**). The County Statement shall also include an itemization of any and all costs owed to the County by the City and an invoice for any outstanding costs. The County's fiscal year ends June 30th.
- 13.5 The County shall permit the City to inspect the routine or emergency highway maintenance projects undertaken by the County on behalf of the City and pursuant to an LOA. If the City reasonably believes the project is not being conducted by the County in conformance with the LOA, or the City reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the County shall correct or re-perform it, as necessary, to the reasonable satisfaction of the City.

14. Responsibilities of the City:

- 14.1 The City Manager or designee may select routine or emergency highway maintenance projects suitable for an LOA and to enter into LOAs with the County for the exchange of goods and services for highway maintenance projects. If the value of City provided goods or services exchanged with the County is less than the value of goods and services provided by the County, the City shall remit to the County the difference in value, provided that , the total aggregate reimbursement to the County for all LOAs will not exceed \$250,000 per fiscal year.
- 14.2 The City shall remit to the County any sums due to the County for its contribution of goods and services the value of which exceed the value of goods and services provided by the City, less any overpayments previously remitted, within 30 days of receipt of an itemized statement from the County or pursuant to the terms of the LOA.
- 14.3 The City shall complete each routine or emergency highway maintenance project, such as those generally outlined in Exhibit A, in accordance with the City's procurement code and policies and the "Uniform Standard Specifications for Public

Works Construction,” current edition/revisions as of the date of each LOA and the “Uniform Standard Details for Public Works Construction,” current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by the City.

- 14.4 Prior to the end of every fiscal year of the County, the City shall provide the County a statement of services performed by the City pursuant to an executed LOA (**City Statement**). The City Statement shall also include an itemization of any and all costs owed to the City by the County and an invoice for any outstanding costs. The City's fiscal year ends June 30th.
- 14.5 The City shall permit the County to inspect the routine or emergency highway maintenance projects undertaken by the City on behalf of the County and pursuant to an LOA. If the County reasonably believes the project is not being conducted by the City in conformance with the LOA, or the County reasonably believes that that project has not been undertaken and conducted in a good and workmanlike manner, the City shall correct or re-perform it, as necessary, to the reasonable satisfaction of the County.
15. Each Party will maintain a record of the goods and services exchanged over the life of the Agreement. For the purposes of calculating the \$250,000 fiscal year limit, the total aggregate reimbursement made by one Party to the other Party will not be offset by the value of the goods or services received.

MANNER OF FINANCING

16. The County and the City shall budget, finance and bear the expense of each LOA separately. The County Transportation Director and the City designee shall ensure that sufficient financing is available prior to entering into an LOA.

GENERAL TERMS AND CONDITIONS

17. By entering into this Agreement, the Parties agree that to the extent permitted by law, each Party will indemnify, defend and save the other Parties harmless, including any of the Parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement. By entering into this Agreement, each Party indemnifies the other against all liability, losses and damages of any nature for or on account of any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or nonperformance of this Agreement, except such injury or damage as shall have been caused or contributed to by the negligence of that other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.

18. This Agreement shall be subject to the provisions of A.R.S. Section 38-511.
19. The Parties warrant that they are in compliance with A.R.S. Section 41-4401 and further acknowledge that:
 - 19.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
 - 19.2 Any breach of the warranty shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.
 - 19.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.
 - 19.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.
20. Each Party to this Agreement warrants that neither it nor any contractor or vendor under contract with the Party to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project described in this Agreement.
21. Each of the following shall constitute a material breach of this Agreement and an event of default ("Default") hereunder: A Party's failure to observe or perform any of the material covenants, conditions or provisions of this Agreement to be observed or performed by that Party ("Defaulting Party"), where such failure shall continue for a period of thirty (30) days after the Defaulting Party receives written notice of such failure from the non-defaulting Party provided, however, that such failure shall not be a Default if the Defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, but the total aggregate cure period shall not exceed ninety (90) days unless the Parties agree in writing that additional time is reasonably necessary under such circumstances to cure such default. In the event a Defaulting Party fails to perform any of its material obligations under this Agreement and is in Default pursuant to this Section, the non-defaulting Party, at its option, may terminate this Agreement. Further, upon the occurrence of any Default and at any time thereafter, the non-defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.
22. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

City of Avondale
Attn: City Manager
11465 West Civic Center Drive
Avondale, Arizona 85323

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

23. This Agreement does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.
24. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement.
25. This Agreement does not grant authority to control the subject roadway, except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement.
26. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the Maricopa County Board of Supervisors and the Avondale City Council in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.
27. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party.
28. This Agreement and all Exhibits attached to this Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the Parties to this Agreement, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than as set forth in this Agreement, and those agreements which are executed contemporaneously with this Agreement. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by legal counsel.

29. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
30. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions.
31. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
32. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. Except as expressly provided in this Agreement, no term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
33. Time is of the essence concerning this Agreement. Unless otherwise specified in this Agreement, the term "day" as used in this Agreement means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter which is not a Saturday, Sunday or legal holiday.
34. Sections and other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
35. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied and scanned signatures are acceptable as original signatures.
36. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
37. The Parties hereby agree that the venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.
38. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement.

MARICOPA COUNTY

Recommended by:

Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Clint Hickman, Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the County by the Board of Supervisors under the laws of the State of Arizona.

Deputy County Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF AVONDALE

Recommended by:

Charles Montoya Date
City Manager

Approved and Accepted by:

Kenneth Weise Date
City Mayor

Attest by:

Kathy Connelly Date
City Clerk

APPROVAL OF CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement and declare the Agreement to be in proper form and within the powers and authority granted to the Avondale City Council under the laws of the State of Arizona.

City Attorney Date

EXHIBIT A

Road-Related Tasks:

- a. Grading
- b. Sweeping
- c. Surface Treatment/Seal Coats
- d. Signage
- e. Striping
- f. Debris Removal
- g. Material Hauling
- h. Fence Repair
- i. Storm Drain/Culvert Repair
- j. Barricading
- k. Pothole Repair
- l. Signal Maintenance
- m. Equipment Exchange
- n. Concrete Repair
- o. Bridge Repairs
- p. Storm Repairs
- q. Guardrail Repairs
- s. Training

CITY COUNCIL REPORT

SUBJECT: Resolution 1071-1020 - Victim Assistance Grant Award from the State of Arizona

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police (623) 333-7207

THROUGH: Gina Montes, Assistant City Manager, (623) 333-1012

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

PURPOSE:

City Council will consider a request to adopt Resolution 1071-1020 authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of \$868,766 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2020 through September 30, 2023 and authorize the Mayor, the City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Southwest Family Advocacy Center (SWFAC) is a partnership amongst the Cities of Avondale, Buckeye, and Goodyear and Maricopa County through the Sheriff's Office (collectively, the "Agencies"). The Center provides a child and family focused multi-disciplinary program that includes representatives from law enforcement, child protection, prosecution, mental health, medical and victim advocacy.

Since 2015, the Avondale Police Department / SWFAC has applied for and been awarded the VOCA Grant that provides funding for therapy services to victims of crime who were served by the partnering agencies at the Center. Since the inception of this grant, the SWFAC mental health trauma therapists have provided over 6,300 hours of counseling services to victims of Avondale, Buckeye, Goodyear, and the western jurisdiction of Maricopa County.

DISCUSSION:

This new grant of \$868,766 provides continued funding to employ two full-time licensed trauma therapists, who are City of Avondale employees, one full time contracted licensed clinical supervisor/therapist, training, and counseling materials until September 30, 2023. This grant extends the services provided by the SWFAC to members of our community who are victims of crimes. The full-time therapists' role will be to provide evidence-based trauma therapy to clients, which will help them process the trauma and develop coping skills to handle PTSD.

BUDGET IMPACT:

The VOCA grant has been awarded for the three-year time period of October 1, 2020 until September 23,

2023. The VOCA grant requires a local match by the City of \$217,193 over the three year contract period which is paid through the use of the building lease, office space, internet, utilities, and volunteers. The FY2021 match of \$69,970 is included in the budget in 229-6111, in the various operating expenditure line-items. Counseling positions are contingent upon continued VOCA grant funding.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing the City of Avondale's acceptance of grant funding through the Arizona Department of Public Safety / Victims of Crime Act (VOCA) Grant in the amount of \$868,766 to the City of Avondale Police Department/Southwest Family Advocacy Center over the period October 1, 2020 through September 30, 2023

RESOLUTION NO. 1071-1020

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AND ACCEPTING THE VICTIM ASSISTANCE GRANT AWARD FROM THE STATE OF ARIZONA RELATING TO THE PROVISION OF SERVICES TO VICTIMS OF CRIMES PURSUANT TO THE VICTIMS OF CRIME ACT.

WHEREAS, the State of Arizona, Department of Public Safety (“DPS”) has awarded the City of Avondale (the “City”) a Victim Assistance Grant Program Award (the “Grant”) in the amount of \$868,766; and

WHEREAS, the Grant requires a local match by the City of \$217,193; and

WHEREAS, the Council of the City of Avondale desires to accept the Grant funds and authorize the expenditure of the local match funds.

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 Subgrant Award Agreement, DPS Contract No. 2020-129 (the “Agreement”) between the City and DPS is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. The expenditure of the local cash match in the amount of \$217,193, as required by the Agreement, is hereby approved.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
October 19, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1071-1020

[Agreement]

See following pages.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
 FEDERAL GRANT# 2018-V2-GX-0012
 CFDA #16.575
 SUBGRANT AWARD AGREEMENT**

SUBRECIPIENT

AGENCY: City of Avondale Police Department/Southwest Family Advocacy Center
 ADDRESS: 2333 N PebbleCreek Pkwy. Suite A-200
 CITY: Goodyear STATE: Arizona ZIP: 85395-9046
PROJECT TITLE: Southwest Family Advocacy Center Victim Counseling
AWARD AMOUNT: \$868,766
REQUIRED MATCH (NON-FEDERAL SOURCE): \$217,193
PROJECT PERIOD: 10/01/2020 to 09/30/2023
PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 46, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e));

Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023	Total
Personnel - Salary	\$227,618	\$236,892	\$246,321	\$710,831
Personnel - Fringe Benefits	\$43,978	\$45,862	\$47,623	\$137,463
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$3,010	\$2,436	\$3,986	\$9,432
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$5,280	\$2,880	\$2,880	\$11,040
Total	\$279,886	\$288,070	\$300,810	\$868,766

Match Amount

Budget line items	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023	Total
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$3,600	\$3,600	\$3,600	\$10,800
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$66,372	\$68,418	\$71,603	\$206,393
Match Waiver	\$0	\$0	\$0	\$0
Total	\$69,972	\$72,018	\$75,203	\$217,193

For the Arizona Department of Public Safety:

Heston Silbert, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:

Charles Montoya

Date

Approved as to form:

Attorney for Subrecipient (optional)

ARIZONA DEPARTMENT OF PUBLIC SAFETY

**VICTIMS OF CRIME ACT (VOCA) VICTIM ASSISTANCE GRANT PROGRAM
 FEDERAL GRANT# 2018-V2-GX-0012
 CFDA #16.575
 SUBGRANT AWARD AGREEMENT**

SUBRECIPIENT

AGENCY: City of Avondale Police Department/Southwest Family Advocacy Center
 ADDRESS: 2333 N PebbleCreek Pkwy. Suite A-200
 CITY: Goodyear STATE: Arizona ZIP: 85395-9046
PROJECT TITLE: Southwest Family Advocacy Center Victim Counseling
AWARD AMOUNT: \$868,766
REQUIRED MATCH (NON-FEDERAL SOURCE): \$217,193
PROJECT PERIOD: 10/01/2020 to 09/30/2023
PROJECT PURPOSE: To provide assistance to victims of crime.

This agreement is made under the authority of the Victims of Crime Act of 1984, U.S. Code, Title 34, Subtitle II, Chapter 201, Subchapter I, § 20101, et seq. as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the most recent version of the general conditions, which are incorporated here by reference, and certifications; the most recent version of the Department of Justice Grants Financial Guide; the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 CFR Part 200 and supplemented by the Department of Justice in 2 CFR Part 2800 (together, the "Part 200 Uniform Requirements"); Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38 (as amended on May 4, 2016), 42, 46, 61 Appendix D, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d and 28 CFR § 42.101 et seq.); the Indian Civil Rights Act (25 USC §§ 1301-1303); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq.); the Age Discrimination Act of 1975 (42 USC § 6101-07 and 28 CFR § 42.700 et seq.); Title IX of the Education Amendments of 1972 (20 USC § 1681, 1683, 1685-86 and 28 CFR pt. 54); the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968 (34 USC § 10228(c) and 28 CFR § 42.201 et seq.); the Juvenile Justice and Delinquency Prevention Act (JJDP) of 1974, as amended, (34 USC § 11182(b)); Section 1407 of the Victims of Crime Act (VOCA) of 1984 (34 USC § 20110(e));

Title II of the Americans with Disabilities Act of 1990 (42 USC § 12131-34 and 28 CFR pt. 35); and Partnerships with Faith-Based and Other Neighborhood Organizations (28 CFR pt. 38 and Executive Order 13279 as amended by Executive Order 13559); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay the subrecipient the AWARD AMOUNT in the below shown sums per periods listed:

Approved Budget

Federal VOCA Amount

Budget line items	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023	Total
Personnel - Salary	\$227,618	\$236,892	\$246,321	\$710,831
Personnel - Fringe Benefits	\$43,978	\$45,862	\$47,623	\$137,463
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$3,010	\$2,436	\$3,986	\$9,432
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$5,280	\$2,880	\$2,880	\$11,040
Total	\$279,886	\$288,070	\$300,810	\$868,766

Match Amount

Budget line items	10/1/2020 - 9/30/2021	10/1/2021 - 9/30/2022	10/1/2022 - 9/30/2023	Total
Personnel - Salary	\$0	\$0	\$0	\$0
Personnel - Fringe Benefits	\$0	\$0	\$0	\$0
Volunteers	\$3,600	\$3,600	\$3,600	\$10,800
Contractual Services	\$0	\$0	\$0	\$0
Mileage	\$0	\$0	\$0	\$0
Training	\$0	\$0	\$0	\$0
Capital Equipment	\$0	\$0	\$0	\$0
Other Expenses	\$66,372	\$68,418	\$71,603	\$206,393
Match Waiver	\$0	\$0	\$0	\$0
Total	\$69,972	\$72,018	\$75,203	\$217,193

For the Arizona Department of Public Safety:

Heston Silbert, Colonel
Director
Arizona Department of Public Safety

Date

For the Subrecipient:

Authorizing Official:

Charles Montoya

Date

Approved as to form:

Attorney for Subrecipient (optional)

CITY COUNCIL REPORT

SUBJECT: Ordinance 2032-1020 - Approval of a waiver of the four-year advance notice of abandonment of Arizona Department of Transportation (ADOT) Right-of-Way along the west side of 107th Avenue between McDowell Road and Interstate-10

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director, (623) 333-4011

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2032-1020 approving a waiver of the four-year advance notice of abandonment of Arizona Department of Transportation (ADOT) Right-of-Way along the west side of 107th Avenue between McDowell Road and I-10, and authorize the Mayor, the City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale is completing design for a major capital project at the intersection of McDowell Road and 107th Avenue. The project will be widening the west side of 107th Avenue, increasing the number of southbound lanes from one to two.

DISCUSSION:

As a result of the widening of 107th Avenue south of McDowell Road, additional right of way is required on the west side of 107th Avenue. This ROW is currently owned by ADOT, measuring 47 feet in width by 350 feet in length. City staff has requested ADOT to abandon the ROW needed for this project, and ADOT has agreed to the abandonment and to transfer the ROW to the City of Avondale. In accordance with ARS 28-7209, the City of Avondale is waiving the four-year advance notice typically required by ADOT for this abandonment, allowing ADOT to abandon this land in the short term to coincide with our project schedule.

BUDGET IMPACT:

There is no budgetary impact to the City associated with this request.

RECOMMENDATION:

Staff recommends adopting an Ordinance approving a waiver of the four-year advance notice of abandonment of an ADOT Right-of-Way.

ORDINANCE NO. 2032-1020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE WAIVER OF THE NOTICE REQUIREMENTS OF ARIZ. REV. STAT. § 28-7209; AND AUTHORIZING THE ACCEPTANCE OF REAL PROPERTY FOR PUBLIC USE FROM THE ARIZONA DEPARTEMNT OF TRANSPORTATION.

WHEREAS, the Arizona Department of Transportation (ADOT) is the owner of a portion of right-of-way over certain real property located in the City of Avondale (the “City”), as described and depicted on Exhibit 1, attached hereto and incorporated herein by reference (the “Right-of-Way”); and

WHEREAS, ADOT desires to abandon the Right-of-Way pursuant to Ariz. Rev. Stat. § 28-7209; and

WHEREAS, pursuant to Ariz. Rev. Stat. § 28-7209 (A)(2), ADOT must provide the City with four years advanced notice of the abandonment (the “Notice Requirement”), unless the notice requirement is waived by the City and ADOT; and

WHEREAS, the City desires to waive the notice requirement and authorize the acceptance of the Right-of-Way.

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 Notice Requirement is hereby waived by the City in the form attached hereto as part of Exhibit 1 and incorporated herein by reference.

SECTION 3. The Right-of-Way, as more particularly described and depicted on Exhibit 1, is hereby accepted by the City.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and to execute all documents 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,
October 19, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT 1
TO
ORDINANCE NO. 2032-1020

[Waiver, Legal Description and Map]

See following pages.



FROM: The Mayor and City Council of Avondale, Arizona
City Hall, 11465 W. Civic Center Dr., Suite 280, Avondale, Arizona 85323-6809

TO: Arizona Department of Transportation Right of Way Group
205 South Seventeenth Avenue, Mail Drop 612E, Phoenix, Arizona 85007-3212
Attn.: Byron Hopkins, R/W Group Titles Liaison, Resolution/Disposal Unit

RE: **WAIVER OF A.R.S. § 28-7209**

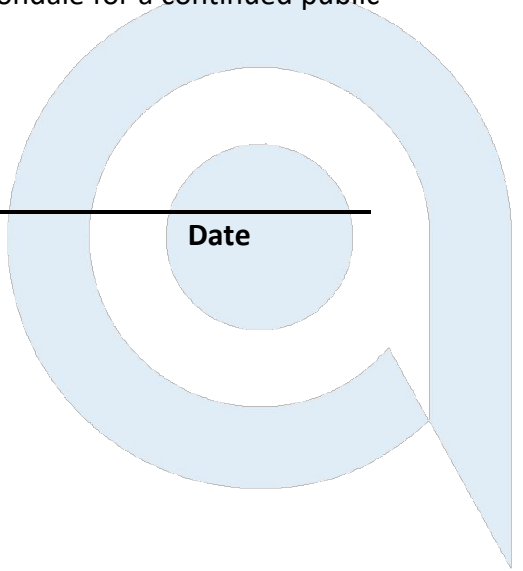
LOCATION: That portion of right of way known as 107th Avenue, taken into the State Transportation System to accommodate the construction of the Ehrenberg – Phoenix Highway, Interstate Route 10, said right of way being 47 feet in width and 350 feet in length, lying between Engineering Station P.O.T. 14+00.00, Section Line, running Northerly to Engineering Station P.O.T. 10+50.00, Section Line, and being within the East 47 feet of the Northeast quarter of Section 6, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, as more particularly demarcated on Sheet 10 of 25 of the Right of Way Plan of the EHRENBURG – PHOENIX HIGHWAY, Dysart Rd. – 91st Ave. Section, Project I-10-2(39), ADOT Drawing D-7-T-756, marked as ADOT Disposal D-C-088, Exhibit "A", attached hereto and made a part hereof.

— — — — **WAIVER** — — — —

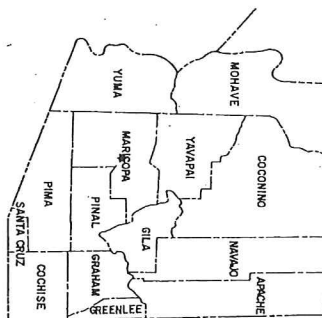
By signing below, the Mayor and City Council of Avondale, Arizona, hereby waive the Four-Year Advance Notice of Abandonment and Pavement Quality Report, in accordance with the provisions of Arizona Revised Statutes § 28-7209, which will allow the State of Arizona, by and through its Department of Transportation (ADOT) to abandon, according to law, in the near future, all of its interest in and to said right of way to the City of Avondale for a continued public transportation use, retaining access control, if any, as necessary.

Kenneth N. Weise, Mayor

Date



Public Hearing Requirements satisfied 1-14-76
Environmental Impact Statement Requirements
satisfied 1-25-76



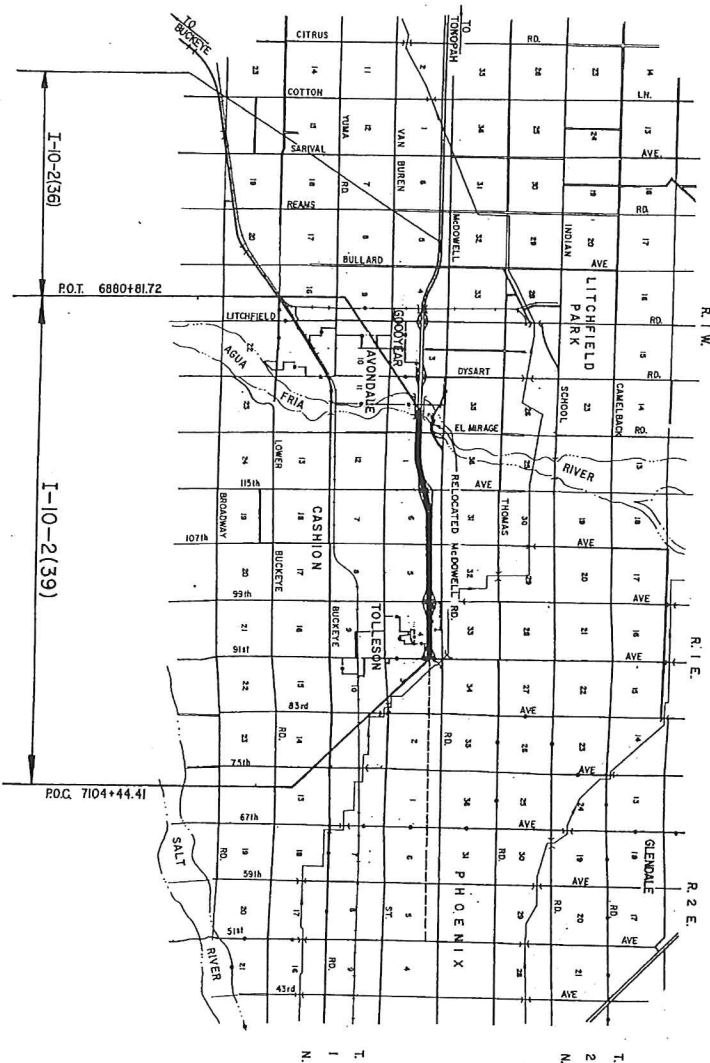
STATE OF ARIZONA
DEPARTMENT OF TRANSPORTATION



HIGHWAYS DIVISION
RIGHT OF WAY PLAN OF THE
EHRENBERG - PHOENIX HWY.
DYSART RD - 91ST AVE.

PROJECT NO. I-10-2(39)
DISTRICT I

LENGTH OF PROJ.: 4.236 MILES



DATE	PROJECT NUMBER	SECTION NUMBER	REVISION
1-10-2(39)	1	25	
DRAWING NUMBER	D-7-7-756		



ADOT
Disposal
D-C-088
EXHIBIT "A"

Approved in accordance with Roadway Plans

DESIGNED BY: *[Signature]* 11-2-75
CHECKED BY: *[Signature]* 11-2-75
STATE ENGINEER: *[Signature]* 11-2-75
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

DESIGN ENGINEER: *[Signature]* DATE: *[Signature]*

**EHRENBERG - PHOENIX HWY.
DYSART RD. - 91ST AVENUE
MARICOPA COUNTY**

CHECKED BY: James C. Windygo

HARD COPY

PLANS 44-012

* This Parcel Supercedes The
Subdivision Acquisition 04/01/11
Street Completed 11-11-83.
(Orig. 100-0-7-7-705)

Unconformable Remnant

OWNERSHIP

RECORD

ACQUISITION RECORD

OWNERSHIP				RECORD				ACQUISITION				RECORD			
PARCEL NUMBER	OWNER	DESCRIPTION	TOTAL AREA	GROSS INCLUDING EXCLUDED	NET EXCLUDING	EASEMENT AREA	REMAINDER	SHEET NUMBER	BOARD APPROVAL	TYPE & DATE OF INSTRUMENT	RECORDED DATE	BOOK	PAGE		
7-2868	William R. Ritter et al.	PT LOTS 142, Sec. 4, T1U, R1E	723.25 AC	34.57 AC	37.34 AC	39.40 AC	146.00 AC	12	5-6-81	F.O.C. 11/17/81	12-16-83	83	35067		
7-2799	John E. Kinnison et al.	PT LOTS 143, Sec. 4, T1U, R1E	79.04 AC	24.09 AC	28.90 AC	30.10 AC	44.00 AC	9	12-30-80	F.O.C. 7/28/81	9-10-81	15307	42814		
7-2700	William R. Ritter	PT 84.14 AC, Sec. 4, T1U, R1E	79.72 AC	3.54 AC	3.02 AC	3.02 AC	76.30 AC	6	7-16-80	NO	6-30-80	8-6-80	4595		
7-2701	Esco Oakle Sr. et al.	PT LOT 1 1/2 SEC 4, T1U, R1E	60.01 AC	20.00 AC	20.00 AC	20.00 AC	40.01 AC	6	7-16-80	NO	6-30-80	8-6-80	4595		
7-2702	Mary M. Robertson	PT LOT 1, 1/2 SEC 4, T1U, R1E	30.90 AC	16.22 AC	16.22 AC	16.22 AC	14.68 AC	6	7-16-80	NO	6-30-80	8-6-80	4595		
7-2703	89 Acres Investors Ltd.	PT LOT 4 1/2 SEC 4, T1U, R1E	35.44 AC	16.22 AC	16.22 AC	16.22 AC	19.22 AC	6	7-16-80	NO	6-30-80	8-6-80	4595		
7-2704	William C. Bennett, et al.	PT 55.41 AC, Sec. 1, T1U, R1E	35.44 AC	16.22 AC	16.22 AC	16.22 AC	19.22 AC	6	7-16-80	NO	6-30-80	8-6-80	4595		
7-2705	Stoltz Farms, Inc.	PT LOT 1, 3/4 SEC 4, T1U, R1E	116.04 AC	16.22 AC	16.22 AC	16.22 AC	99.82 AC	7	5-8-80	F.O.C. 5/28/81	7-28-82	16182	42816		
7-2706	Heston Investments et al.	PT 84.14 AC, Sec. 1, T1U, R1E	40.03 AC	16.22 AC	16.22 AC	16.22 AC	23.81 AC	7	5-8-80	F.O.C. 11/17/81	11-30-83	83	42817		
7-2707	William Paul Ritter et al.	PT LOT 1, 1/2 SEC 4, T1U, R1E	80.12 AC	16.22 AC	16.22 AC	16.22 AC	63.90 AC	8	5-8-80	F.O.C. 11/17/81	11-30-83	83	42818		
7-2708	James H. Hille of H3 Trustee Trust	PT LOT 1, 1/2 SEC 4, T1U, R1E	58.44 AC	16.22 AC	16.22 AC	16.22 AC	42.22 AC	8	5-8-80	F.O.C. 11/17/81	11-30-83	83	42819		
7-2709	FER Properties et al.	PT LOT 1, 1/2 SEC 4, T1U, R1E	127.94 AC	16.22 AC	16.22 AC	16.22 AC	111.72 AC	9	5-8-80	F.O.C. 11/17/81	11-30-83	83	42820		
7-2710	Robert H. Clements and	PT LOTS 142, 1/2 SEC 4, T1U, R1E	80.04 AC	16.22 AC	16.22 AC	16.22 AC	63.82 AC	10	4-7-80	F.O.C. 4-12/81	7-7-82	16183	42821		
7-2711	Robert H. Clements and	PT LOTS 143, 1/2 SEC 4, T1U, R1E	239.24 AC	39.91 AC	37.95 AC	37.95 AC	201.29 AC	10	4-7-80	F.O.C. 4-12/81	7-7-82	16183	42822		
7-2712	Robert H. Clements and	PT LOTS 144, 1/2 SEC 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	11	4-7-80	F.O.C. 4-12/81	7-7-82	16183	42823		
7-2713	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42824		
7-2714	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42825		
7-2715	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42826		
7-2716	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42827		
7-2717	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42828		
7-2718	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42829		
7-2719	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42830		
7-2720	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42831		
7-2721	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42832		
7-2722	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42833		
7-2723	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42834		
7-2724	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42835		
7-2725	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42836		
7-2726	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42837		
7-2727	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42838		
7-2728	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42839		
7-2729	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42840		
7-2730	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42841		
7-2731	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42842		
7-2732	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42843		
7-2733	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42844		
7-2734	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42845		
7-2735	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42846		
7-2736	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42847		
7-2737	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42848		
7-2738	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42849		
7-2739	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42850		
7-2740	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42851		
7-2741	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42852		
7-2742	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42853		
7-2743	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42854		
7-2744	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42855		
7-2745	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42856		
7-2746	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42857		
7-2747	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42858		
7-2748	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42859		
7-2749	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42860		
7-2750	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42861		
7-2751	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42862		
7-2752	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42863		
7-2753	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42864		
7-2754	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42865		
7-2755	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42866		
7-2756	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42867		
7-2757	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42868		
7-2758	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42869		
7-2759	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42870		
7-2760	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42871		
7-2761	George A. Grouff et al.	PT 84.14 AC, Sec. 4, T1U, R1E	100.24 AC	39.91 AC	37.95 AC	37.95 AC	62.29 AC	15	5-5-80	F.O.C. 5-5-83	12-30-83	83	42872		
7-2762	George A														

Exist: Fences & Improvements within R/W are to be removed unless otherwise noted.



CITY COUNCIL REPORT

SUBJECT: Ordinance 2031-1020 - Channel & Levee Easement and Agreement with Maricopa County Flood Control District

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development and Engineering Services Director, (623) 333-4011

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2031-1020 approving a Permanent Flood Control Channel and Levee Easement and Agreement for Flood Control Purposes with the Flood Control District of Maricopa County and authorize the Mayor, the City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

There were several agreements between the Flood Control District of Maricopa County (FCDMD) and the State of Arizona dating back to 1988 and 1991, granting the Flood District right of access and a perpetual flowage easement on State land. This was during the time that the Flood District was designing and constructing the levee system and flood improvements along the Agua Fria River.

In 1992, A portion of the State property involved in those agreements was later granted to the City of Avondale in a right-of-way easement for the construction and maintenance of McDowell Road and related City utilities. An additional portion of the State property was granted through a Special Warranty Deed to the City of Avondale.

DISCUSSION:

The Flood Control District is seeking to re-establish their ingress and egress, and the right to construct, operate and maintain the channel and levees as needed. The attached Permanent Flood Control Channel and Levee Easement and Agreement for Flood Control Purposes will allow for that control.

Strategic Plan Alignment

Initiative: Foster Sustainable Community Development

Goal: Maintain and Expand Quality Infrastructure

BUDGET IMPACT:

There is no budgetary impact to the City associated with this request.

RECOMMENDATION:

Staff recommends adopting an Ordinance approving a Permanent Flood Control Channel and Levee Easement and Agreement for Flood Control Purposes with the Flood Control District of Maricopa County and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ORDINANCE NO. 2031-1020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, GRANTING A LEVEE EASEMENT TO THE FLOOD CONTROL
DISTRICT OF MARICOPA COUNTY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. An easement is hereby granted to the Flood Control District of Maricopa County in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference, in, upon, through, over, under and across $\pm$ 22.7577 acres of real property, generally located north and west of Friendship Park adjacent to the Agua Fria Levee, as depicted and described in Exhibit A.

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,
October 19, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2031-1020

[Easement]

See following pages.

When recorded, Interoffice Mail to:
Maricopa County
Real Estate Department (SO)

EXEMPT ARS 11-1134, A3

Resolution # IGA – FCD 87003

**PERMANENT FLOOD CONTROL CHANNEL and LEVEE EASEMENT
AND AGREEMENT FOR FLOOD CONTROL PURPOSES**

Parcel No.: 500-02-075, 500-02-064 (A Portion of)
Project No.: 055.02.01
Project Name: Agua Fria River Channel
Item: A-12012E (SO)

This Permanent Flood Control Channel and Levee Easement and Agreement ("Easement") is entered into this _____ day of _____, 2020 by and between the following parties, and shall become effective upon acceptance by the Board of Directors of the Flood Control District.

GRANTOR: CITY OF AVONDALE, an Arizona municipal corporation

GRANTEE: FLOOD CONTROL DISTRICT OF MARICOPA COUNTY, a political subdivision of the State of Arizona, its agents, contractors, successors, and assigns.

FOR AND IN CONSIDERATION of the sum of **Ten and no/100 Dollars (\$10.00)**, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **GRANTOR** does hereby grant and convey to **GRANTEE**, a Permanent Channel and Levee Easement & Agreement for the following purposes, namely: The right of ingress and egress, and the right to construct, operate, and maintain the channel and levees, the right to inundate, flood and submerge any or all of the Easement area described, the right to remove plant growth and sediment that would obstruct flows and/or increase floodplain widths, the right to cut back and trim such portions of trees and vegetation that obstructs or interferes with the efficient maintenance and operation of the channel, levees and access roads; maintain the integrity of the operation and maintenance roads, access points and access ramps constructed as part of the channel and levee project, including all incidental purposes consistent therewith, on, over, under, and across the real property situated in the County of Maricopa, State of Arizona, and described as follows:

See Exhibit "A"
Attached hereto and incorporated herein

To have and to hold the said Easement unto **GRANTEE**, together with the right of ingress and egress to permit the operation and maintenance of said flood control project, including all incidental purposes consistent therewith.

GRANTOR hereby covenants that it is granting this Easement only to the extent of any interest it may have in the property.

ALL IMPROVEMENTS constructed within this Easement shall remain and **GRANTOR** shall be allowed to use the entire surface area of this Easement for its purposes and in a manner that does not interfere with **GRANTEE'S** use and maintenance of this Easement for its intended purpose.

RESERVING, however, to **GRANTOR**, its successors, and assigns, such rights and privileges as may be used and enjoyed without interfering with or abridging the rights and Easement hereby granted; provided that any use of the land by **GRANTOR**, shall be subject to all federal, state and local laws and ordinances with respect to environmental issues and land use, including, but not limited to floodplain regulations.

GRANTEE has the right to review and permit any proposed improvements, new construction and other activities within the easement area to ensure the channel and levees intended use, functionality and ability to operate and maintain are not adversely impacted or diminished. **GRANTEE** must ensure the channel and levees meet US Army Corps of Engineers (USACE) design, operating and maintenance criteria.

In the event the right, privilege and Easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted, all rights herein granted shall cease and revert to **GRANTOR**.

GRANTEE agrees to indemnify **GRANTOR** for all damages to the real property, personal property, or physical injury to persons on the property of **GRANTOR**, as described in Exhibit "A", caused by or arising from the proximate result of the activities of **GRANTEE**, its officers, employees, agents or contractors in the exercise of **GRANTEE'S** rights pursuant to the terms of this Easement.

Each party to this Agreement, as "Indemnitor," shall indemnify, defend and hold harmless the other party to this Agreement ("Indemnitee") including agents, officers, directors and employees thereof, from and against all losses, expenses, or damages of any nature whatsoever that arise out of any negligent act or omission of Indemnitor pursuant to the Agreement, including but not limited to reasonable attorney's fees, court costs, and other expenses relating to the defense against claims or litigation incurred by Indemnitee. Notwithstanding the above, Indemnitee shall be liable for its own negligence or wrongful acts as provided by law. In no event shall the Indemnitor owe or be obligated to pay any amounts which the Indemnitee has not actually paid or has no actual obligation to pay.

This Easement shall run with the land and shall be binding upon the parties.

NOW THEREFORE, in consideration of the same and further consideration here within set forth, this instrument contains all of the provisions between the parties hereto, there being no further consideration paid than herein specified.

Parcel No.: 500-02-075, 500-02-064 (A Portion of)
Project No.: 055.02.01
Project Name: Agua Fria River Channel
Item: A-12012E (SO)

Dated this _____ day of _____, 2020.

GRANTOR: **CITY OF AVONDALE**, an Arizona municipal corporation

By: _____
Charles A. Montoya

ATTEST
By: _____
Marcella Carrillo

Its: _____
City Manager

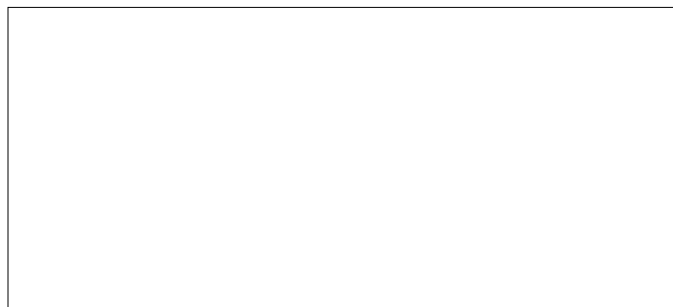
Its: _____
City Clerk

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020
by Charles A. Montoya the City Manager of the **CITY OF AVONDALE**, an Arizona municipal
corporation, on behalf of the **CITY OF AVONDALE** and Marcella Carrillo as City Clerk, on behalf of
the **CITY OF AVONDALE**.

My Commission Expires _____

Notary Public (signature)



Notary Stamp Seal

....

....

Parcel No.: 500-02-075, 500-02-064 (A Portion of)
Project No.: 055.02.01
Project Name: Agua Fria River Channel
Item: A-12012E (SO)

RECOMMENDED FOR APPROVAL:

**FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

Michael Fulton, Director Date

Michelle Colby, SR/WA Date
Director, Real Estate Department

APPROVED AND ACCEPTED:

**BOARD OF DIRECTORS OF
FLOOD CONTROL DISTRICT
OF MARICOPA COUNTY**

Chairman of the Board

ATTEST:

Clerk of the Board

Date: _____

Approved as to form and within the powers and
authority granted to the Board of Directors.

General Counsel Date

....

....

....

....

....

....

**Parcel No. (A Portion of) Parcels
500-02-075, 500-02-064
and a Portion of McDowell Road
Agua Fria River Channel**

Parcel No. A-12012E

EXHIBIT "A"

A portion of those parcels described in that certain document 1991-0259666, Records of the Recorder, Maricopa County, and a portion of the Maricopa County Department of Transportation of "McDowell Road", Project No. 68105, lying within the Northeast Quarter of Section Two, Township One North, Range One West of the Gila and Salt River Base and Meridian, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 2, being a M.C. brass cap, from which the North quarter corner of said Section 2, a MC A.C. cap, bears North 89°26'00" West, for a distance of 2619.59 feet;

thence from said Northeast corner and along the East line of the Northeast quarter of said Section 2, South 00°32'38" West, for a distance of 671.49 feet to the **Point of Beginning**;

thence North 89°20'03" West, for a distance of 1309.92 feet;

thence South 62°05'26" West to a point on the West line of the Northeast quarter of said Section 2, for a distance of 1490.15 feet;

thence along the West line of said Northeast quarter, South 00°33'50" West, for a distance of 33.12 feet;

thence leaving said West line and in a Southeasterly direction along the Northerly line of an Easement described in Document 1991-0259666 of said Records of the Recorder, South 84°09'43" East, for a distance of 1070.27 feet;

thence leaving the Northerly line of said easement, North 40°38'56" East for a distance of 379.48 feet;

thence North 00°33'16" East to a point on the Southerly Right of Way line of McDowell Road, , for a distance of 337.06 feet;

thence along the Southerly line of said McDowell Road, South 69°21'17" East, for a distance of 318.18 feet to the beginning of a non-tangent curve concave to the north having a radius of 1220.92 feet, and to which point a radial line bears South 20°37'51" West;

thence Easterly along the arc of said curve having a central angle of 49°04'39", for an arc distance of 1045.80 feet to a point on the East line of the Northeast quarter of said Section 2, said point being the beginning of a non-tangent line;

thence along the East line of said Northeast quarter, North 00°32'38" East, for a distance of 242.38 feet to the **Point of Beginning**.

The above described parcel contains 991,323.98 square feet or 22.7577 acres, more or less.

FLOOD CONTROL DISTRICT OF MARICOPA COUNTY		
Prelim: 8-30-2019	Chk:	Appr:
Rev:		
Maricopa County - Real Estate Department		

GRANTOR _____ DATE _____

EXHIBIT "A"

Assessor Parcel Reference:

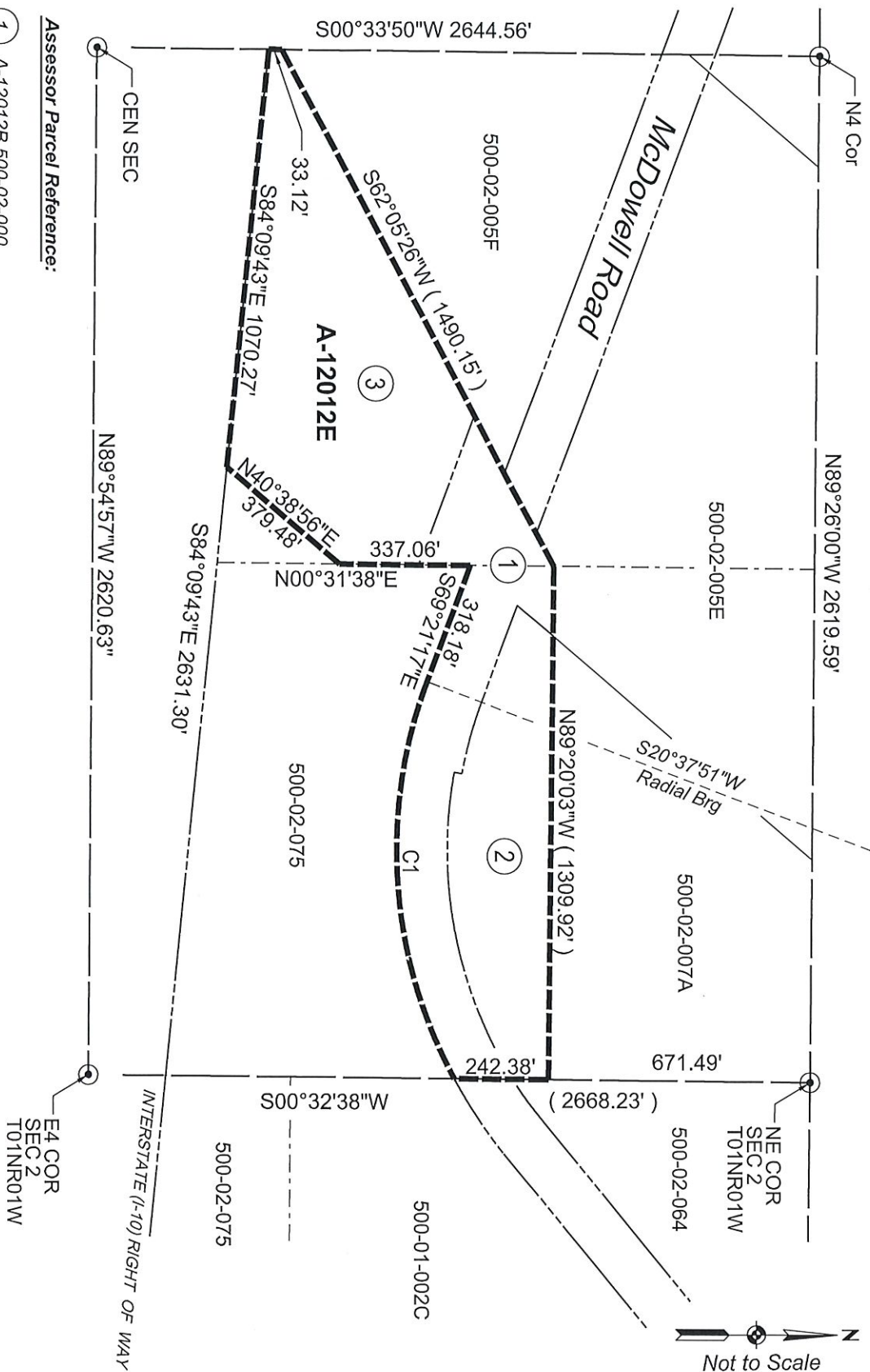
- ① A-12012B 500-02-000
A Portion of McDowell Road
MCHD Project No. 68105, BK 1221, PG 234 M.C.R.
and P/D 1991-0259666
- ② A-12012C 500-02-064
P/D 1991-0259666
- ③ A-12012D 500-02-075
P/D 1991-0259666

Parcel A-12012E (Combined Area of 1, 2, and 3)
Area: 991,328 square foot or 22.7577 acres (+/-)

NO.	RADIUS	DELTA	LENGTH
C1	1220.92'	49°04'39"	1045.80'

SURVEY REFERENCE:

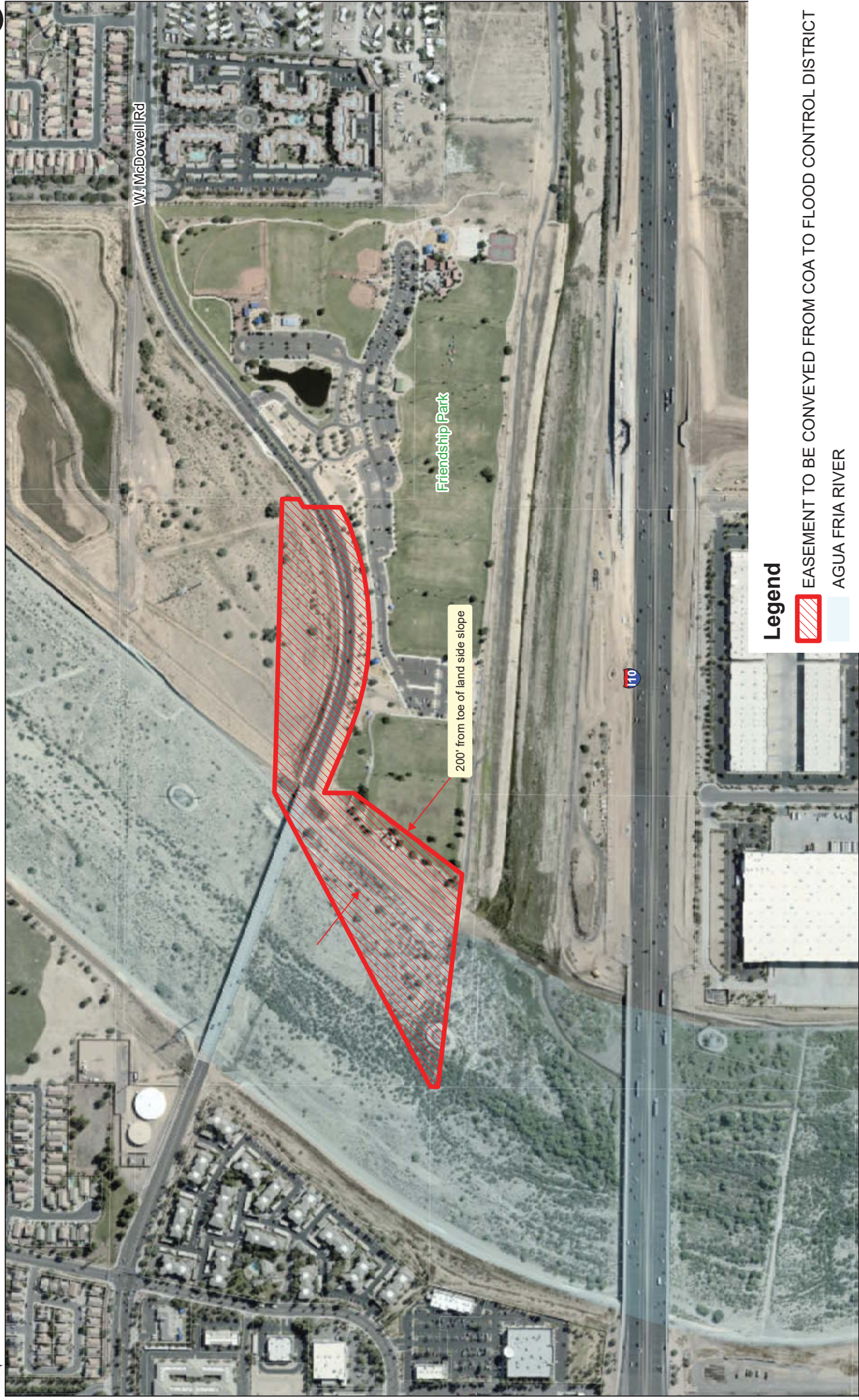
AGUA FRIA LEVEE REACH 1-4
Record of Survey Book 1129, Page 8



Agent:	K.R.	EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
Tech:	JLS	Flood Control District of Maricopa County
Date:	9-20-2019	AGUA FRIA RIVER CHANNEL
Revised:		MARICOPA COUNTY REAL ESTATE DEPARTMENT



Permanent Flood Control Channel and Levee Easement to be granted by the City to the Flood Control District of Maricopa County



Legend



EASEMENT TO BE CONVEYED FROM COA TO FLOOD CONTROL DISTRICT



AGUA FRIA RIVER

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1072-1020 - Major General Plan Amendment for Fulton Homes Acclaim - Application PL-20-0043

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Director

THROUGH: Tracy Stevens, Deputy City Manager

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

PURPOSE:

City Council will hold a public hearing and consider a request by Mr. Stephen W. Anderson, Gammage & Burnham PLC, to adopt Resolution 1072-1020 approving a Major Amendment to the Avondale General Plan 2030 Land Use Map for Fulton Homes Acclaim, a proposed 153.20 gross acre planned development at the northwest corner of 99th Avenue and Thomas Road. The proposed Major General Plan Amendment, if approved, will amend the General Plan 2030 Land Use Map designations for the property from 114.73 gross acres of Mixed Use and 38.47 gross acres of Freeway Commercial to Medium Density Residential (MDR). City Council will take appropriate action.

BACKGROUND:

The 153.20 gross acre subject property (Exhibits A and B) is located at the northwest corner of 99th Avenue and Thomas Road. The site is relatively flat, sloping generally east to west, with a Roosevelt Irrigation District (RID) canal bounding the property to the west. East of the RID canal, a portion of the project is encumbered by Federal Emergency Management Agency (FEMA) designated floodplain area; the applicant is addressing the condition through a Conditional Letter Of Map Revision (CLOMR) process with the City's assistance. Aboveground utilities, including power lines and a Salt River Project (SRP) lateral canal run along the property's 99th Avenue frontage. There is an existing SRP well site at the southeast corner of the property, which will be relocated with a future City Capital Improvement Project (CIP) when 99th Avenue is widened to its ultimate section. Additionally, SRP owns a 2.5-acre parcel southwest of the subject site, which is not a part of the GPA or rezone.

The site was annexed as part of a larger 470-acre annexation in October 1989 and was assigned Agricultural (AG) zoning with that annexation. In January 2001, the property was rezoned from AG to C-2. The entirety of the site is currently zoned Community Commercial (C-2), which allows for the development of commercial complexes providing goods and services to a community-wide trade area. The site is currently in agricultural production.

Approval of this Major General Plan Amendment request will revise the land use designations on the property as described later in this report. Presently, two (2) General Plan 2030 land use categories are designated over

the subject property (Exhibit C), as follows:

- The majority of the site, approximately 114.73 acres, is designated Mixed Use. The Mixed Use category allows a mixture of residential and commercial uses at proportional ratios. This land use category seeks to encourage innovatively designed developments with core residential components and walkable live, work, and recreate opportunities.
- Approximately 38.47 acres at the property's southeastern corner are designated Freeway Commercial. The Freeway Commercial designation is intended to provide for a broad range of non-residential uses such as concentrated retail, hospitality, and related activity.

The property is also located within the boundaries of the Freeway Corridor Specific Plan (FCSP), which places a priority on the City's appearance from the Loop 101 freeway by establishing supplemental design requirements for sites adjacent to or visible from the freeway.

The existing uses and zoning of surrounding properties include:

- **North of the Osborn Road alignment:** Parkside Planned Area Development (PAD), a master planned 155-acre residential, mixed use, and office development with 662 single-family lots, 21.33 acres of Mixed Use, and 10.0 acres of planned Office adjacent to the Osborn Road alignment on the east end of the project.
- **East of 99th Avenue:** An undeveloped 141.42-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development – Mixed Use which allows for a combination of residential, commercial, and retail uses. The property is currently being farmed and a time frame for development is unknown.
- **South of Thomas Road:** A 68.5-acre property zoned Agricultural (AG) with a Special Use District (SUD) overlay for the Holy Cross Cemetery and Mortuary use, which occupies the site.
- **West:** Glenarm Farms, a 149-acre single-family development zoned RR-18 (Rural Residential, minimum 18,000 square foot lot area). The community is fully developed with 150 lots, many with accessory structures for the keeping of horses and livestock.

A separate application to rezone the site to Planned Area Development (PAD) to facilitate development of Fulton Homes Acclaim, a master-planned single-family residential community, is being considered concurrently with this request.

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 Fulton Homes Acclaim. As previously noted, the property presently features two (2) General Plan land use designations, 1) Mixed Use (114.73 acres) and 2) Freeway Commercial (38.47 acres). The requested Major GPA (Exhibit E) will revise the General Plan Land Use Map to designate Medium Density Residential (MDR) across the entire site. Medium Density Residential allows for residential development with densities ranging from 2.5 to 4.0 single-family dwelling units per acre, with a target density of 2.5 dwelling units per acre.

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 is being considered concurrently with this request. Both the GPA and Rezoning applications are being considered for approval on the same schedule to allow the Commission and Council a full understanding of the planned development.

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) zoning 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, Arizona 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. The first hearing is for public comment, and the second hearing the Commission takes 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 Arizona Statute, was transmitted on May 14, 2020. Sixteen (16) cities, school districts, and other public entities were provided a short summary of the proposal and a copy of the proposed amendment and were asked to provide comments, if any, by July 14, 2020. These entities were: 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. No comments were provided by any agencies, jurisdictions, or districts 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 Thursday, July 30th. Due to the ongoing Covid-19 Pandemic, the meeting was held via Zoom Teleconferencing. 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 Southwest Valley Arizona Republic, were completed at least fifteen (15) days prior to the meeting as required. A summary of the neighborhood meeting is included with this staff report as Exhibit H. In addition to City Staff and the applicant's team, Vice Mayor Pat Dennis and Planning Commission Chair David Iwanski attended the virtual meeting. Discussion was primarily related to the following topics:

- **Will improvements to 99th Avenue be affected by the timing of improvements planned by the Parkside development?** The applicant indicated they are coordinating tiling the SRP canal during the same dry-up period, January 2022, as the Parkside development. If Parkside were to halt development it would delay Fulton Homes Acclaim approximately nine (9) to twelve (12) months, but would not prevent Fulton Homes Acclaim from moving forward.
- **Will left-turn movements from vehicles exiting the development be an issue without a traffic control signal?** The applicant responded that the traffic report did not indicate a need or warrant for traffic control signals.
- **Is there an opportunity for a pedestrian connection with the Parkside development along the**

west open space corridor? The applicant and City Staff indicated that a discussion would be held with the Parkside developer regarding a regional trail connection.

- **Will sport courts be lit at night?** The applicant indicated the sport courts would all be lit and utilize a photocell with manual controls so that residents can turn on the sport court lighting as needed at night. The lights will automatically turn off after 30 minutes, but can be tuned on again manually as needed by residents.
- **What is the planned design for the future SRP well site on the southeast corner of the project, will the screen walls match?** The applicant indicated the future well site involves a large land donation and that Fulton Homes Acclaim will ensure the screen wall for the well site matches the development walls and theming when built by incorporating requirements in the donation agreement.

One comment pertaining to the proposal was posted on the City's aVOICE/Polco digital forum, as follows, "Authorize construction - Build the homes as fast as you can." No additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic, were completed at least fifteen (15) days prior to the meeting as required. No additional public comments beyond what is noted above have been received to date.

PLANNING COMMISSION ACTION:

As required for Major General Plan Amendments, Planning Commission held an initial public hearing on this item to allow for public comment on August 19, 2020. One person, Tim Overton, a resident and homeowner of property located in Glenarm Farms, spoke during the public hearing regarding the proximity of the project to his property. The applicant, Mr. Stephen W. Anderson, Gammage & Burnham PLC, responded that one of the project's main features is the 25% of planned open space, twelve (12) acres of which separate the residential portion of the development from the Glenarm Farms neighborhood. Further, Mr. Anderson confirmed setbacks of 300 to 500 feet are planned from the Fulton Homes Acclaim western edge to the first residential structure and no wall is planned in the open space. No other comments or questions were provided by the public or the Commission. No action was taken by the Commission at the August 19, 2020 meeting.

Planning Commission conducted a second public hearing on September 16, 2020 regarding this request and voted 4-0 to recommend approval of the proposed Major General Plan Amendment. Commissioners had the following questions or comments for Staff on the request:

- Commissioner Thompson inquired as to the deceleration lanes along Thomas Road. The application, Mr. Stephen W. Anderson, responded that both acceleration and deceleration lanes will be provided for the entry off Thomas Road as well as off 99th Avenue.
- Vice Chair Warren inquired as to the regional connectivity of the trails within the proposed development. Staff responded that the trails will indeed connect to both adjacent neighborhoods and regional trail facilities.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Pendergast Elementary School District (PESD) and the Tolleson Union High School District (TUHSD). Both PESD and TUHSD have provided the City with Certificates of Adequate School Facilities signed by Superintendent Dr. Lily Matos-DeBlieux and Superintendent Ms. Nora Gutierrez, respectively (Exhibit G), stating that the districts have adequate capacity and no school site is needed within the development.

ANALYSIS:

The Planning Commission must determine that the proposed amendment meets four (4) 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 sufficient 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 two (2) to four (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 Avondale. Because there are no remaining large assemblages of land designated MDR, development of new homes at a suburban density would be limited to these already approved communities. Approval of the proposed GPA would accommodate additional new residential development in northeastern Avondale.
- The City has conveyed to the developer that a significant proportion of the lots should be a minimum of 60 feet in width and that significant open space beyond the required minimum must be provided. The development is proposing 20% of lots at 60 feet in width and is exceeding the required minimum open space by 10%. The resulting density is expected to be at or just below 4.0 dwelling units per acre, which is the maximum allowed in the MDR designation.

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 Freeway Commercial and Mixed Use designations, the MDR designation is a more viable use for the site and can be developed upon entitlement approval. The land has remained vacant since being designated for mixed-use and commercial uses due in large part to its distance from the Loop 101 Freeway and other competitive disadvantages related to its location.
- It is in the best interest of all parties, including the City, for the property to develop. Development of this property will include undergrounding irrigation canals and overhead power lines. Additionally, 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.

- Adequate sites for commercial, retail, and office uses remain in the City, especially along the Interstate 10 corridor. Recent private development along the McDowell Road corridor and planned development in The BLVD Specific Plan area provide adequate acreage for future mixed-use retail and commercial development. An Economic Analysis Report for the subject site (Exhibit F), which was provided by the applicant, indicates there are more than 815 acres of commercial property in Avondale and other adjacent jurisdictions that have a significant competitive advantage over the subject site. This site would have continued difficulty adequately developing with Freeway Commercial and Mixed Use developments. The proposed 585-lot residential development will help support the existing retail and commercial uses in the area and encourage infill development in the existing commercial centers along McDowell Road between 99th Avenue and 107th Avenue.

- The Public Works Department and Development and Engineering Services Department have reviewed the requested changes to the Land Use Map. The impact of water and sewer demand compared to the current commercial designation 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.
- The proposal will not adversely impact the existing land uses in the area. The amendment will allow development of a compatible residential planned community that will deliver enhanced infrastructure, a connected roadway network, and regional drainage improvements that benefit all surrounding properties. The applicant has proposed adequate transitions and open space adjacent to lower density residential uses existing west of the site.

4. The amendment is consistent with the overall intent of General Plan 2030 and other adopted plans, codes, and ordinances.

The proposed amendment furthers several goals of the General Plan 2030 and other adopted plans, code, and ordinances, including, but not limited to:

- General Plan Land Use Element Goal 3, Policy D: "Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity". The proposed Fulton Homes Acclaim development provides more than 300 feet of open space separation from Glenarm Farms, a large lot subdivision, to the west.
- General Plan Land Use 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." The proposed development has an abundance of amenity areas including a central park with a community pool and several playground and sport court areas dispersed throughout the development.
- 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." The project will be a mix of one (1) and two (2)-story single-family homes with a variety of compatible colors and architectural interest; the developer plans to offer 76 different elevation options.
- Freeway Corridor Specific Plan Objective #5: "Ensure new development in the Plan area is pedestrian/bicyclist-friendly and contributes to a walkable community." The project is designed to be pedestrian/bicyclist-friendly, with a network of internal sidewalks connecting homes to on-site amenity areas including the central park as well as external connections to perimeter sidewalks and regional trail connections.

DISCUSSION:

The proposal meets the four (4) required findings for General Plan Amendments as detailed in the Analysis section, above.

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:

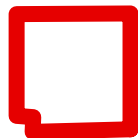
City Council will conduct a public hearing and **ADOPT** the Resolution approving Application PL-20-0043 Fulton Homes Acclaim, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the subject property to Medium Density Residential.

PROPOSED MOTION:

I move that City Council **ADOPT** the Resolution approving Application PL-20-0043 Fulton Homes Acclaim, a request for a Major Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of the subject property to Medium Density Residential.

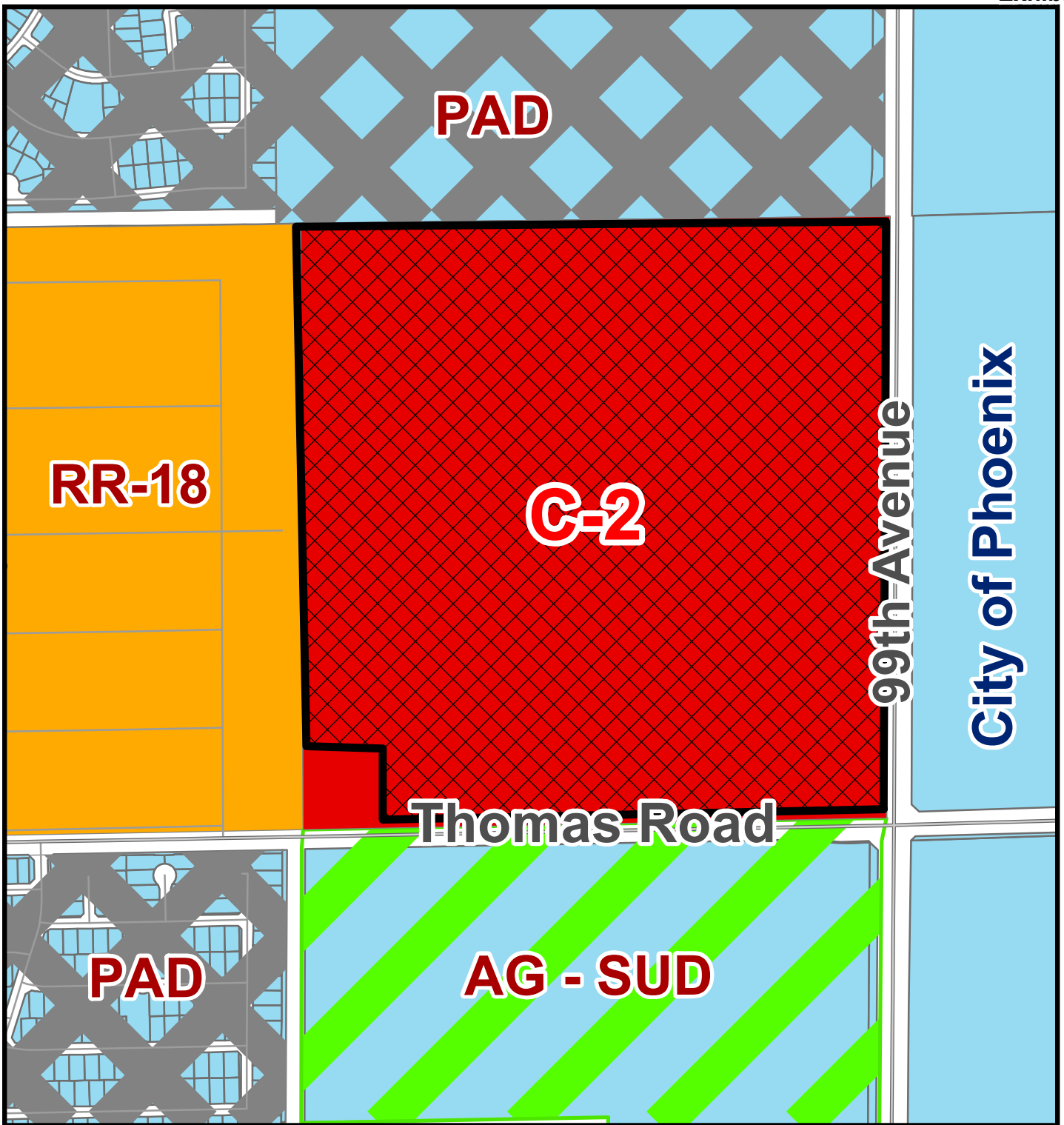


Aerial Photograph

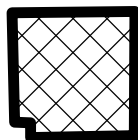


Subject Property



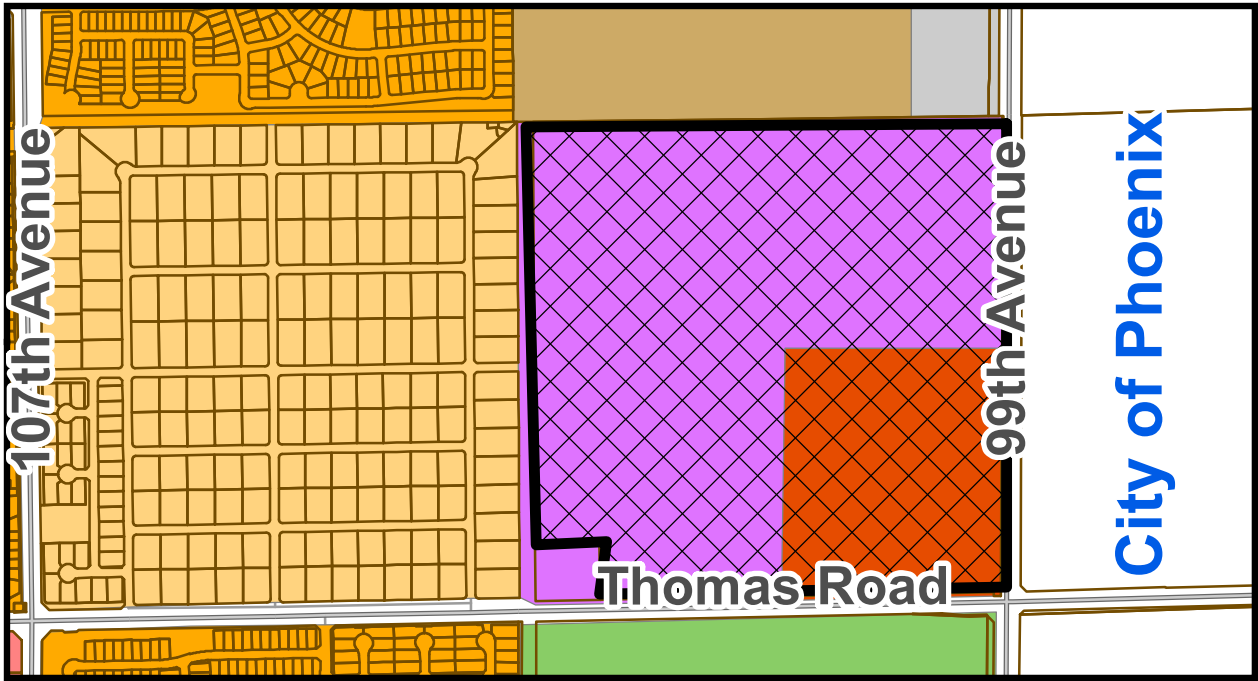


Zoning Vicinity Map

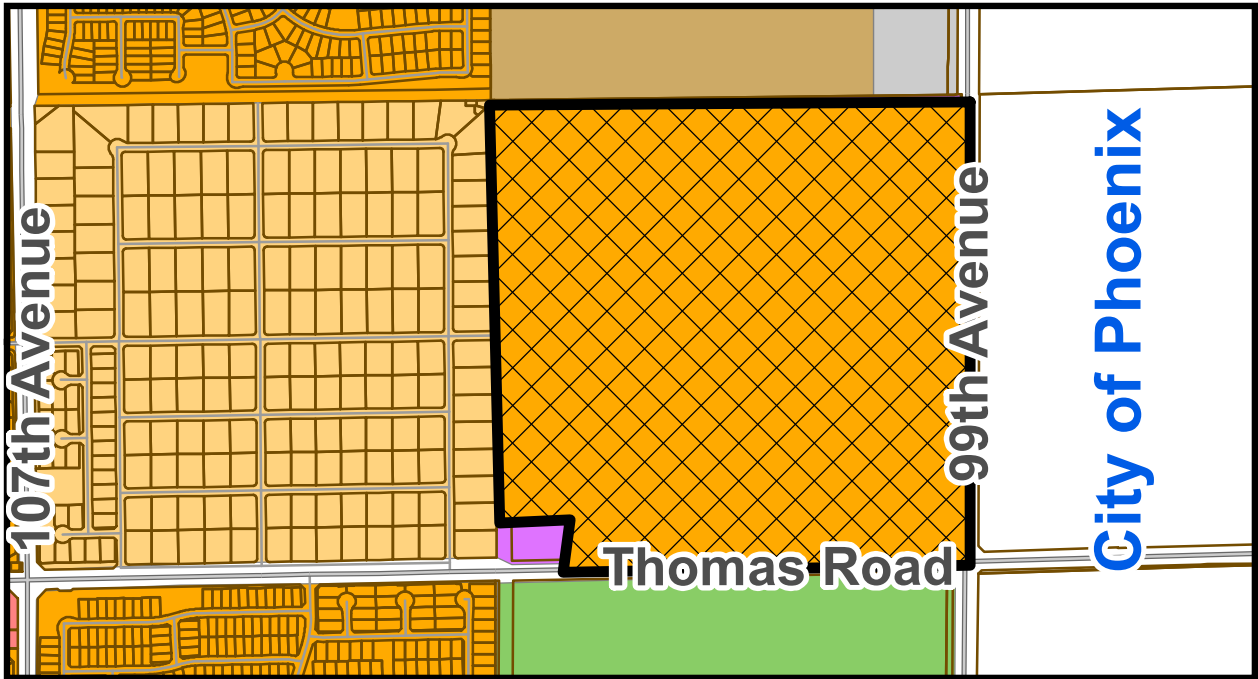


Subject Property





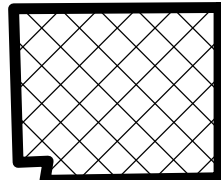
CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan 2030 Land Use

- | | |
|---|--|
|  Local Commercial |  Freeway Commercial |
|  Estate/Low Density Residential |  Office/Professional |
|  Medium Density Residential |  Mixed Use |
|  Medium/High Density Residential |  Open Space and Parks |



Subject Property

SUMMARY OF RELATED FACTS

APPLICATION PL-20-0043

THE PROPERTY	
PARCEL SIZE	Approximately 153.20 gross acres
LOCATION	Northwest corner of 99 th Avenue and Thomas Road
PHYSICAL CHARACTERISTICS	The rectangular site is relatively flat, sloping generally east to west with a Roosevelt Irrigation District (RID) canal bounding the property to the west. East of the RID Canal a portion of the project is encumbered by FEMA designated floodplain area; the applicant is addressing the condition through a CLOMR process with the City's assistance. Above-ground utilities, including power lines and a Salt River Project (SRP) lateral canal run along the property's 99th Avenue frontage. There is an existing SRP well site at the southeast corner of the site, which will be relocated with a future City CIP project when 99th Avenue is widened to its ultimate section. Additionally, SRP owns a 2.5-acre parcel southwest of the subject site, which is not a part of the proposed General Plan Amendment (GPA)
EXISTING LAND USE	The entire site is currently used for agricultural production.
EXISTING ZONING	The entirety of the site is currently zoned Community Commercial (C-2), which allows for the development of commercial complexes providing goods and services to a community-wide trade area.
ZONING HISTORY	The site was annexed as part of a larger 470-acre annexation in October 1989 and was assigned Agricultural (AG) zoning with that annexation. In January 2001, the property was rezoned from AG to C-2.

SURROUNDING ZONING AND LAND USE	
NORTH OF THE OSBORN ROAD ALIGNMENT	Parkside PAD, a master planned 155-acre residential, mixed use, and office development with 662 single-family lots, 21.33 acres of Mixed Use, and 10.0 acres of planned Office adjacent to the Osborn Road alignment on the east end of the project.
EAST OF 99 TH AVENUE	An undeveloped 141.42-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development – Mixed Use which allows for a combination of residential, commercial and retail uses. The property is current being farmed and a time frame for development is unknown.
SOUTH OF THOMAS ROAD	A 68.5-acre property zoned Agricultural (AG) with a Special Use District (SUD) overlay for the Holy Cross Cemetery and Mortuary use, which occupies the site.
WEST	Glenarm Farms, a 149-acre single-family development zoned RR-18 (Rural Residential, minimum 18,000 square foot lot area). The community is fully developed with 150 lots, many with accessory structures for the keeping of horses and livestock.

GENERAL PLAN

Presently, two (2) General Plan 2030 land use categories are designated over the subject property (Exhibit C), as follows:

- Most of the site, approximately 114.73 acres, is designated **Mixed Use**. The Mixed Use category allows a mixture of residential and commercial uses at proportional ratios. This land use category seeks to encourage innovatively designed developments with core residential components and walkable live, work, and recreate opportunities.
- Approximately 38.47 acres at the property's southeastern corner are designated **Freeway Commercial**. The Freeway Commercial designation is intended to provide for a broad range of non-residential uses such as concentrated retail, hospitality, and related activity.

PUBLIC SCHOOLS

SCHOOL DISTRICT(S)	Pendergast Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Pendergast Elementary School
HIGH SCHOOL	Westview High School

ADJACENT STREETS

99th Avenue

Classification	Arterial
Existing half-street ROW	55 feet
Standard half-street ROW	70 feet
Existing half-street improvements	Two (2) travel lanes and half-center turn lane
Standard half-street improvements	Three (3) travel lanes, deceleration lane (when warranted), half landscaped median, bike lane, sidewalk, curb, gutter, street lights, landscaping, and undergrounding of above-ground utilities and irrigation channels.

Thomas Road

Classification	Arterial
Existing full-street ROW	55 feet
Standard full-street ROW	55 feet
Existing full-street improvements	Two (2) travel lanes, dedicated left-turn lane, curb, gutter, and median landscaping
Standard full-street improvements	Two (2) travel lanes, dedicated left-turn lane, sidewalk, curb, gutter, median and back of sidewalk landscaping, street lights.

UTILITIES

Future development on the site will access existing 16-inch water line in Thomas Avenue. Sewer service to the site will be accommodated by an existing 12-inch main line in Thomas Road.

Salt River Project (SRP) provides electrical service in this portion of the City.

Exhibit E

Major General Plan Amendment Narrative

Fulton Homes Acclaim

Fulton Homes Acclaim

Northwest corner of N. 99th Avenue and W. Thomas Road



Major General Plan Amendment Narrative PL-20-0043

1st Submittal: February 27, 2020

2nd Submittal: April 27, 2020

Development Team

Owner/Developer	Fulton Homes Norm Nicholls 9140 S. Kyrene, Ste. 202 Tempe, AZ 85284 Phone (480) 753-6789 E-mail nnicholls@fultonhomes.com
Legal Representative	Gammage & Burnham, P.L.C. Stephen Anderson 2 N. Central Avenue, 15 th Floor Phoenix, AZ 85004 Phone (602) 256-4422 Fax (602) 256-4475 E-mail sanderson@gblaw.com
Engineer, Planning, and Landscape Architecture	EPS Group, Inc. Brian Nicholls 1130 N. Alma School Road, Suite 120 Mesa, AZ 85201 Phone (480) 355-1537 E-mail brian.nicholls@epsgroupinc.com
Owner's Representative	Chris Webb Rose Law Group 7144 E Stetson Drive, Suite 300 Scottsdale Arizona 85251 Phone (480) 240-5648 E-mail CWebb@roselawgroup.com

TABLE OF CONTENTS

OVERVIEW.....	5
PROJECT DESCRIPTION.....	5
EXISTING CONDITIONS.....	5
COMPATIBILITY WITH SURROUNDING AREA.....	6
UNUSUAL CHARACTERISTICS OF THE PROPERTY	7
GENERAL PLAN AMENDMENT REVIEW AND ANALYSIS.....	7
GENERAL PLAN AMENDMENT FINDINGS.....	11
CONCLUSION.....	13

Exhibits

EXHIBIT 1 – Existing General Plan Map

EXHIBIT 2 – Proposed General Plan Map

EXHIBIT 3 – Proposed Site Plan

EXHIBIT 4 – Context Map

EXHIBIT 5 – Certificate of Adequate School Facilities: Pendergast Elementary School District

EXHIBIT 6 – Certificate of Adequate School Facilities: Tolleson Union High School District

Fulton Homes Acclaim
General Plan Amendment Request
NWC of N. 99th Avenue and W. Thomas Road

OVERVIEW

Fulton Homes is requesting a General Plan Amendment (the “Request”) to accommodate the development of a 153.20 gross acre / 146.34 net acre parcel located at the northwest corner of N. 99th Avenue and W. Thomas Road. The net acreage has been adjusted to reflect the City’s request for the dedication of 37 additional feet of right of way along 99th Avenue. The parcel is Maricopa County Assessor Parcel Number 102-27-007L (the “Property”).

PROJECT DESCRIPTION

The Request is to amend the General Plan from Mixed Use (114.73 acres)/Freeway Commercial (38.47 acres) to Medium Density Residential (see **Exhibits 1 and 2**). The Fulton Homes Acclaim proposal seeks to develop this long vacant parcel with a master planned community consisting entirely of single family detached homes. See **Exhibit 3**, the proposed site plan. Fulton Homes plans to develop lots ranging in size from 60 feet wide to 45 feet wide. The applicant believes that attached and multi-family home products are more appropriately targeted toward the City Center near City Hall. The total proposed number of dwelling units is a maximum of 585 (with 581 shown on the current site plan), which yields a maximum density of 4.0 du.ac.

Lot Size	Number of Dwellings Per Lot Size
45’ x 92’	224
50’ x 120’	240
60’ x 125’	117
Total Number of Dwelling Units = 581	

Fulton Homes intends to meet and significantly exceed the City’s requirement of 15% Open Space for a PAD, and will provide a highly-amenitized living experience for homebuyers, consistent with other Fulton Homes communities throughout the valley. The generous lot sizes envisioned for the Property will allow for several open space areas distributed throughout the development, as well as a huge, centralized open space. Additionally, sufficient open space along the west edge of the Property, abutting the Roosevelt Irrigation District (RID) Canal, will create a substantial buffer for the larger lots west of there. Osborn Road will provide an adequate buffer between Fulton’s residences and the office use that has been approved on the eastern 660 feet of the north side of that half-mile street alignment.

EXISTING CONDITIONS

The Property is bounded by the W. Osborn Road alignment on the north, N. 99th Avenue on the east, W. Thomas Road on the south, and the RID canal on the west. The Property currently consists of crop cultivation. The land is generally flat, and slopes gently downward from east to west.

As previously noted, because of the presence of the RID canal, there is a drainage condition on the east side of that canal that Fulton Homes Acclaim will have to address through the CLOMR process, something the Owner and the City have already been working on together.

There are SRP parcels both at the southwest corner of the site and along the eastern edge of the site. At the southwest corner of the site, SRP owns a 2 ½ acre site that is not a part of the Fulton Homes Acclaim project. Along the eastern edge of the site, there is an existing SRP lateral canal that will have to be tiled as part of the development of this project. At the southeast corner of the site, SRP owns a well site.

COMPATIBILITY WITH SURROUNDING AREA

A mix of agricultural, residential and open space properties surround the Property (see **Exhibit 4**). Beginning to the north, from the Osborn Road alignment to W. Indian School Road, are fallow agricultural fields. However, this area is the site of the recently approved Parkside Village PAD Major Amendment, which will feature a mix of uses, primarily single family residences. The Fulton Homes Acclaim proposal is compatible with that recent approval. To the east across 99th Avenue, there are more agricultural fields. These lands are also the subject of an existing Master Plan approval in the City of Phoenix known as the Algodon Center. The owner of the Fulton Homes Acclaim site also owns this property to the east. A cemetery is to the south across W. Thomas Road, a four-lane roadway with a turn pocket and hardscaped median. The large-lot Glenarm Farms are to the west, separated from the site by the RID Canal, a buffer that will be enhanced by the aforementioned CLOMR drainage area. As previously stated, the small, square parcel of land (APN 102-27-007K) adjacent to the southwest corner of the Property is also farm land, and is owned by SRP.

With close proximity to the Loop 101 and I-10 freeways, the proposed development will provide residents with access to two major traffic corridors. This convenient location will attract residents who commute to area employment, retail, educational and other destinations. The Loop 101 freeway is about a half-mile to the east along Thomas Road. Interstate 10 is approximately a mile and a quarter south along 99th Avenue.

Direction	General Plan Designation	Zoning
North (Avondale)	Medium/High Density Residential Office Mixed Use	PAD PL-18-0296
East (Phoenix)	Mixed Use (Commercial/Industrial)	PUD PCD
South (Avondale)	Open Space	SUD PL-10-0063
West (Avondale)	Estate/Low Density Residential	RR-18 Z-06-16

The proposed development will make beneficial economic use of an underutilized infill property that has immediate access to existing and proposed public infrastructure (e.g. streets, water,

wastewater). Current adjacent properties will not be adversely impacted by the proposed development.

UNUSUAL CHARACTERISTICS OF THE PROPERTY

As indicated above, there are RID and SRP canals that impact the site. The RID canal on the western edge of the site will require a CLOMR to ensure drainage management along its eastern edge, creating an open space opportunity. The SRP canal adjacent to 99th Avenue will need to be tiled. The SRP well site impacts improvements to 99th Avenue.

GENERAL PLAN AMENDMENT REVIEW AND ANALYSIS

Fulton Homes' proposed General Plan Amendment satisfies the subject matter analyses set forth in General Plan 2030.

Availability of current and future water supplies

The Property is currently being farmed. Urban development will end the agricultural use of the Property, therefore reducing its water demand, regardless of what type of development is proposed, consistent with Goal 3, Policy C of the Water Element of General Plan 2030. The specific land use proposed, single family residential, is a typical form of land use well known to the City. This infill site lies within the City's municipal water service area, and the City will have adequate supplies to provide it with water.

Impact on and potential support of the City's transportation system

As previously indicated above, the Property enjoys outstanding access to arterial streets and the regional freeway system, consistent with Goal 4, Policy 4 of the Circulation Element of General Plan 2030. The completion of a perimeter sidewalk along both Thomas Road and 99th Avenue will provide pedestrian connectivity to the community. Lush landscaping, including trees, and appropriately scaled walls and fencing will provide a pleasant pedestrian experience.

The Property is bordered on two sides by arterial streets, one of which, Thomas Road, has already been fully developed to its full vehicular lane configuration. The Loop 101 is 2,500 feet east of the intersection of Thomas and 99th Avenue. I-10 is a mile and quarter to the south.

Because of its outstanding vehicular access, development of the Property will not result in issues of cut-through traffic to its neighbors. Fulton Homes will not be proposing any access to the west, across the RID Canal.

The Property is located on the edge of the City's jurisdiction, and relatively distant from the City center. As such, this is not a site that would be appropriate for consideration of transit-oriented land uses.

Pursuant to Circulation Goal 1, Policy E of General Plan, 2030, Fulton Homes will work with City staff to ensure that any possible impact on 99th Avenue is properly coordinated with the adjacent jurisdiction, the City of Phoenix.

Additionally, the 2017 City of Avondale Transportation Plan will be utilized as the guiding document for roadway functional classification, planned improvements and transit implications. Per the Transportation Plan, Thomas Road is a recommended route for Circulator/Feeder transit route, and 99th Avenue is recommended as a Major Transit Quality route (Figure ES-3 Recommended Transit Plan). 99th Avenue, from Indian School Road to Costco (north of McDowell Road), is recommended to be widened to 6-lanes by 2030 (Page 4-21), although there is no identified City funding for multiple portions of this plan. While there is an existing bike route on Thomas Road, the Transportation Plan recommends a bike route on 99th Avenue (Figure ES-4 Recommended Bicycle Network). With an additional 1,500-2,499 population increase projected through 2040 in this Section of land (Figure 3.1), and an increase of 1,000-2,000 dwelling units through 2040 (Figure 3.2) reevaluation of land use, such as in this application, is critical to accurately plan for a future transportation network that is safe, reliable and efficient.

Impact on the natural environment

Fulton Homes Acclaim is not located near any riparian areas, and, as already indicated, is a flat piece of land that has been farmed for decades, so there are no hillside issues associated with the Property. Overhead power lines less than 69kV will be relocated underground. This will enhance aesthetics, reduce maintenance and increase safety for vehicular traffic.

Fulton Homes Acclaim does have an existing floodway along the RID Canal, where water collects in the southwest portion of the Property. As detailed above, the Owner and City staff have already been working cooperatively on an eventual CLOMR submittal to FEMA that will manage this area more actively. Nevertheless, the ongoing presence of this drainage area will enhance Fulton Homes' ability to provide an appropriate buffer to the exiting larger lot homes on the west side of the RID Canal. This work meets Sustainable Development Goal 5, Policy B of General Plan 2030.

Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio and (iii) multi-family ratio identified within this 2012 Plan

The General Plan is an aspirational document, and by State law, all cities regularly update their Plans, at least every ten years. Not every projection comes to fruition. General Plan 2030 was crafted at the end of the Great Recession and the beginning of a revolution in the global retail economy. An employment cluster once anticipated to possibly blossom along the Loop 101 has not occurred, and the Property has now remained vacant, despite its Commercial and High-Rise zoning, through two robust real estate cycles. At the same time, the internet has fueled a revolution in retail that has substantially reduced the role of bricks and mortar, neighborhood shopping in our society. While the City's ambition to raise its job to population ratio is admirable, it is now time for the Property to be repositioned so that it can actually be developed and contribute positively to the City's urban fabric.

As described previously in this narrative, the City has properly targeted multi-family development for its City Center, where an urban lifestyle can appropriately advance the City's development goals, and has otherwise reported that it does not require any additional multi-family

developments in the northern part of the City. The Property here, on the City's periphery and now surrounded on two sides by primarily single family residential uses and a cemetery to the south, is more suitable for single family residential development of the type Fulton Homes is now proposing. Indeed, if the situation were reversed, and the Property were now seeking an upzoning to an eight story entitlement instead of the downzoning sought here, it is likely that our current Avondale neighbors might protest.

Impact on City services and facilities

Development of this property into a master planned, single family residential community should not have an unusual impact on City services. Fulton Homes foresees no unusual needs for police, fire, water or wastewater services in this area. The development team has already had a pre-application meeting with City staff, and has been apprised about City infrastructure in the immediate vicinity of the Property, including the specific routing appropriate for a wastewater connection.

Extent to which the goals of this 2030 Plan are accomplished

In addition to the multiple General Plan 2030 Goals and Policies already cited above, this General Plan Amendment will also address the following other Goals and Policies of General Plan 2030.

Land Use Goal 1, Policy D and Land Use Goal 2, Policy C each encourage the development of infill parcels, both on their own and in a manner compatible with existing neighborhoods. To reiterate, this parcel has not proven attractive to development with its current General Plan designation. This Amendment will lead to immediate and complete build-out of this overlooked infill site. The proposed residential community will be more compatible with the existing adjacent neighborhoods than mixed use or commercial development under the current designation.

Land Use Goal 3, Policy C seeks the inclusion of larger lots in residential communities, and per City staff's direction at our pre-application meeting, the Fulton Homes proposal permitted by this Amendment will include such lots.

Land Use Goal 3 Policy D encourages good transitions between neighborhoods. The drainage reforms processed through the CLOMR process will maintain an adequate transition between this Property and the existing larger lot community on the west side of the RID Canal.

Land Use Goal 4, Policy B seeks developments that will connect to City water and wastewater, and widen streets where necessary. The development that this General Plan Amendment will permit will do all those things, including improving the west side of 99th Avenue to its full condition and facilitating the tiling of the SRP Canal that runs along the west side of 99th Avenue. Absent this General Plan Amendment, this Property seems likely to continue to remain vacant, and those improvements would remain unrealized.

The development team has already met Land Use Goal 7, Policy A by confirming the availability of adequate school facilities with the local districts in advance of submitting this General Plan Amendment. See **Exhibits 5 and 6**.

Cost of Development Goal 2, Policy A requires all new development to pay its fair share for municipal infrastructure. At this time, Fulton Homes anticipates paying for and constructing all necessary on-site infrastructure improvements, including water and wastewater connections, associated with the property. And, as previously indicated, those improvements include at least two projects with regional benefit to surrounding residents: i) the CLOMR process to enhance management of drainage around the RID Canal, and ii) the tiling of the SRP Canal on the west side of 99th Avenue.

The conversion of this vacant, commercial infill site into a vibrant and attractive, single family, Fulton Homes community meets numerous goals of General Plan 2030. This General Plan Amendment will meet Neighborhood Goal 1, Policies A and B, and Goal 2, Policy 1, by advancing a proposed community that will ensure HOA maintenance, Code compliance, and lot sizes expressly suggested by staff during the pre-application process. Further, the Fulton Homes community will meet Neighborhood Goal 3, Policy B by developing and encouraging owner occupied homes. Likewise, Fulton Home anticipates that through the balance of the development process, it will be providing ample open space and recreational trails within the proposed subdivision, consistent with Open Space Goal 2, Policy H and Recreational Amenities Goal 1, Goal A.

Achievement of Avondale Strategic Five-Year Plan Goals and Initiatives

In the past decade, Avondale has established a cutting-edge Health Corridor, welcomed major manufacturing and other sophisticated enterprises, and solidified its status as a retail and entertainment hub for the entire region. As the population continues to grow, additional high-quality residential development, such as Fulton Homes Acclaim, will be needed. The proposed development furthers the following Strategic Five-Year Plan initiatives and goals:

Strategic Initiative #1: Foster sustainable community development. Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

The proposed site is currently utilized for agricultural purposes, and is surrounded by development. Development of this infill site preserves undisturbed desert and contributes to sustainable development by preventing urban sprawl. High quality materials, thoughtful design, appropriate scale, and a color palette that is amenable to yet unique from adjacent uses create a sense of place. Like Avondale itself, Fulton Homes Acclaim will be a vibrant community where residents can live and play.

Strategic Goal, Initiative #1: Encourage build-out in residential housing opportunities that support diverse housing options.

With a range of different lot sizes, Fulton Homes Acclaims not only adds to Avondale's diversity of housing options, but is diverse within itself. Situated at the Thomas Road entrance to the Fulton Homes Acclaim community, large lot (7,400 SF) homes give residents and guests a sense of place. 5,900 SF lots will be located in the northwest and southeast portions of the community, with 4,100 SF lots in the northern portion. This thoughtful residential housing opportunity increases the diversity of Avondale's housing options.

Strategic Initiative #2: Create and support diverse recreation and education opportunities. Avondale provides residents with the ability to connect with amenities, businesses and their community, enhancing the opportunity to live, work and enjoy a healthy lifestyle.

Fulton Homes Acclaim will have a generous range of highly amenitized, active and passive recreational opportunities with approximately 25% open space, far exceeding the 15% Open Space requirement. A large aquatic center is at the heart of the community. As shown on the enclosed site plan, there are four pocket parks evenly distributed throughout the development, with a large central park in the center of the development. This abundance of open space provides residents with diverse recreation and healthy lifestyle opportunities, such as bocce ball, corn hole, basketball, volleyball, pickleball, a tot lot and a massive, central, multi-use turf area.

Strategic Goal: Maintain and expand quality infrastructure and improve connectivity to City amenities.

With existing bike lanes on Thomas Road, alternative transportation to and from Fulton Homes Acclaim is easily accessible. Additionally, the Loop 101 freeway is approximately one half-mile to the east, and Interstate 10 is nearly one mile south along 99th Avenue. Residents of Fulton Homes Acclaim will have quick and convenient access to nearby City amenities, such as shopping and dining at The BLVD.

GENERAL PLAN AMENDMENT FINDINGS

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.

The current General Plan designation of Commercial and Mixed Use does not allow for development of the proposed single family residential neighborhood. As previously discussed, the Property has had a Mixed Use and Commercial designation for two decades now, through two real estate development cycles. While the Property is close enough to the regional freeway system to provide good access for future residents, it has not been close enough for retail or office uses to be developed here, or on many of the parcels between the Property and the Freeways. As noted before, significant changes in the retail economy have sharply reduced the viability of multiple, small scattered commercial retail sites. The proposed General Plan Amendment is necessary to allow development of a well-conceived and laid out community of detached homes, including some larger lots.

The City's General Plan Land Use Map inadequately provides appropriate optional sites for the Medium Density Residential (MDR) land use (2.5 to 4 DU per acre). There are very few, if any, similarly sized pieces of undeveloped land available within city limits. With existing infrastructure, convenient access to major thoroughfares and no existing structures that need to be removed, developing this parcel of land is both economical and sustainable. The proposed maximum density of 4.0 du/ac appropriately categorizes the Fulton Homes Acclaim land use as MDR.

The amendment constitutes an overall improvement to the GP2030 and is not solely for the good or benefit of a particular landowner or owners.

This General Plan Amendment, along with the recently approved amendments to the adjacent Parkside Village PAD, will benefit the City by allowing for build out of the largest remaining undeveloped portion of the City's northeastern perimeter. This will provide the City with certainty in this part of its jurisdiction, and more fully focus its energies on the City Center, where the City's economic and multi-family future more immediately lie.

The amendment will not adversely impact the community as a whole and/or a portion of the community by:

1. Significantly altering the acceptable land use patterns;

This General Plan Amendment will improve the community because it enhances the compatibility of the Property with its neighbors. There are well-established residential uses to the west and northwest of the Property, and there is now predominantly residential infill development coming to the Parkside Village site to the north of the Property. This Amendment will prevent a significant shift in land use patterns from these communities into Freeway and Mixed Uses, which would raise significant questions regarding the transition between these disparate land uses.

2. 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

This General Plan Amendment eliminates the possible need for significant infrastructure upsizing. Currently, the Property has City planning designation under the Freeway Specific Plan that allows for eight story buildings. It is quite possible that structures of that height would trigger the need for expensive public infrastructure improvements to roads, water, wastewater, and public safety facilities that serve the area.

3. Adversely impacting the existing land uses.

Consistent with the immediately preceding paragraph, eight story structures would not be compatible with the single story communities to the west (built), northwest (built), and north (planned). Thus, this General Plan Amendment will reduce the chance of adverse impacts on

existing land uses. The community which Fulton Homes plans to develop on the Property will be compatible with existing land uses.

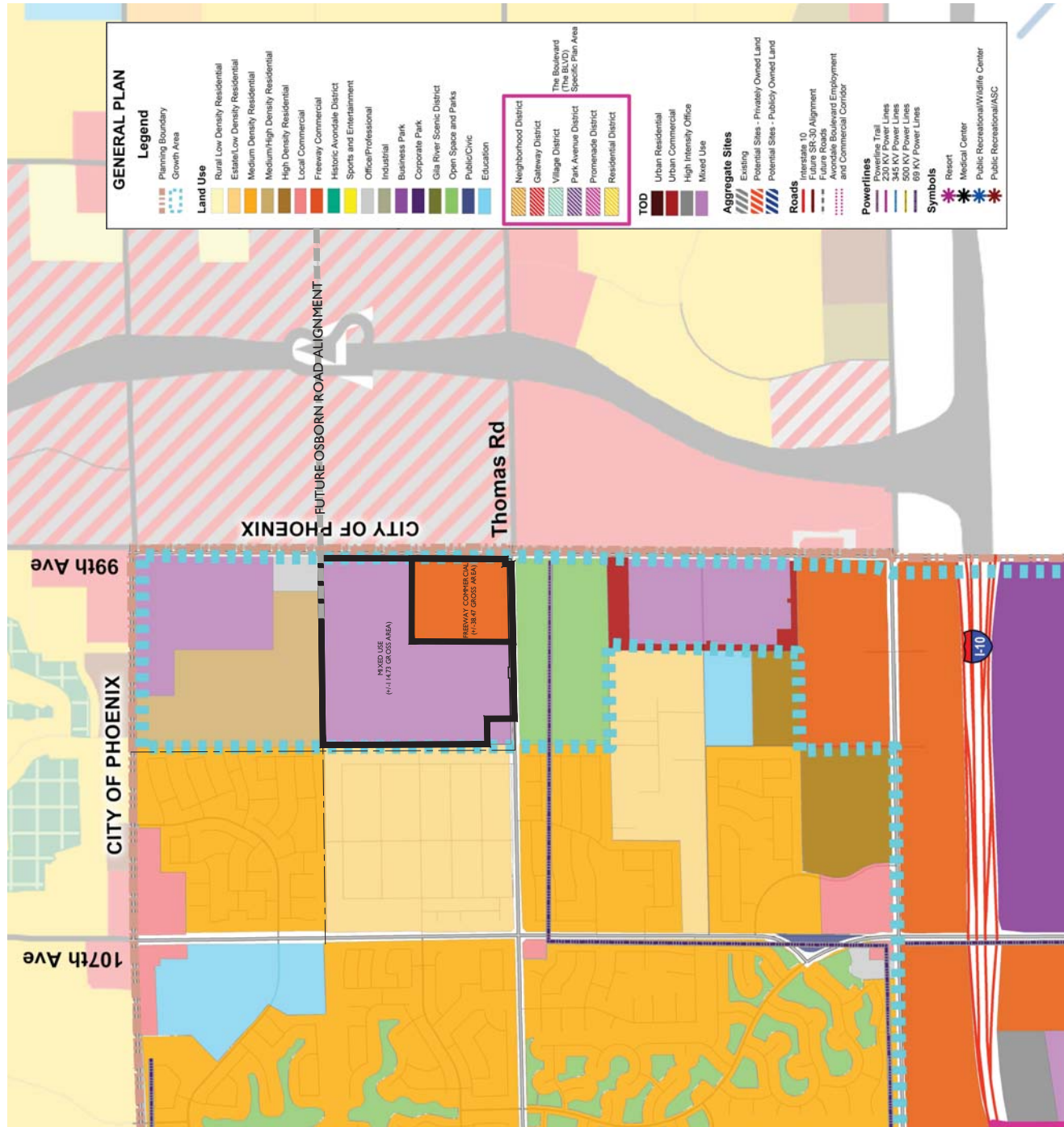
That the amendment is consistent with the overall intent of the GP2030 and other adopted plans, codes, and ordinances.

As has been detailed in this narrative, this proposed General Plan Amendment meets the Goals and Policies set forth in General Plan 2030 across a wide range of General Plan elements established by state statute. Fulton Homes intends to seek rezoning of the subject property to a Planned Area Development, and will comply with the PAD provisions of the City's Zoning Ordinance. Finally, in developing the Fulton Homes Acclaim community, Fulton Homes will also fully comply with the City of Avondale's Single Family Residential Design Manual, as well as its Subdivision Ordinance.

CONCLUSION

The northwest corner of 99th Avenue and Thomas Road is a long-vacant, infill parcel that sits on Avondale's eastern perimeter. There are existing residential communities to the west and northwest across the RID Canal, and now there is actual development, primarily residential, coming to the property immediately to the north. In this context, now is the time to tie off this loose end with a General Plan Amendment that will bring welcome and compatible development to this Property.

The proposal to redesignate this Property to Medium Density Residential meets the City's General Plan 2030 Goals and Policies, across a wide range of General Plan elements, including Land Use, Neighborhoods, Cost of Development, Circulation, Water, Sustainability, and Open Space. The proposed Amendment meets and exceeds the City's standards for review and analysis of such proposals, and complies with the findings required by General Plan 2030. For these reasons, Fulton Homes believes the City ought to approve this General Plan Amendment request. We look forward to the opportunity to discuss this application with the City through its public review process.



GENERAL PLAN

Legend

Planning Boundary
Growth Area

Land Use

- Rural/Low Density Residential
- Estate/Low Density Residential
- Medium Density Residential
- Medium/High Density Residential
- High Density Residential
- Local Commercial
- Freeway Commercial
- Historic Avondale District
- Sports and Entertainment
- Office/Professional
- Industrial
- Business Park
- Corporate Park
- Gila River Scenic District
- Open Space and Parks
- Public/Chic
- Education

Aggregate Sites

- Existing
- Potential Sites - Privately Owned Land
- Potential Sites - Publicly Owned Land

Roads

- Interstate 10
- Future SR 30 Alignment
- Future Roads
- Avondale Boulevard Employment and Commercial Corridor

Powerlines

- Interstate Trail
- 220 KV Power Lines
- 345 KV Power Lines
- 500 KV Power Lines
- 69 KV Power Lines

Symbols

- Resort
- Medical Center
- Public Recreational/Wildlife Center
- Public Recreational/ASC

Neighborhood District

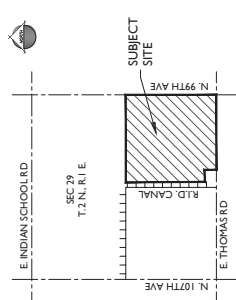
- Gateway District
- Village District
- Park Avenue District
- Promenade District
- Residential District

The Boulevard Specific Plan Area (The Blvd)

AVONDALE EXISTING GENERAL PLAN

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T.2 N. R.1 E. OF THE GILA AND SALT RIVER & MERIDIAN,
MARICOPA COUNTY, ARIZONA.

VICINITY MAP
NTS



PROJECT TEAM

DEVELOPER
MAGNUS INVESTMENTS
1100 N. ALMA SCHOOL RD., SUITE 120
TERRACE, AZ 85201
TEL: (480) 503-2258
CONTACT: BRIAN NICHOLS
brian.nichols@fultonhomes.com

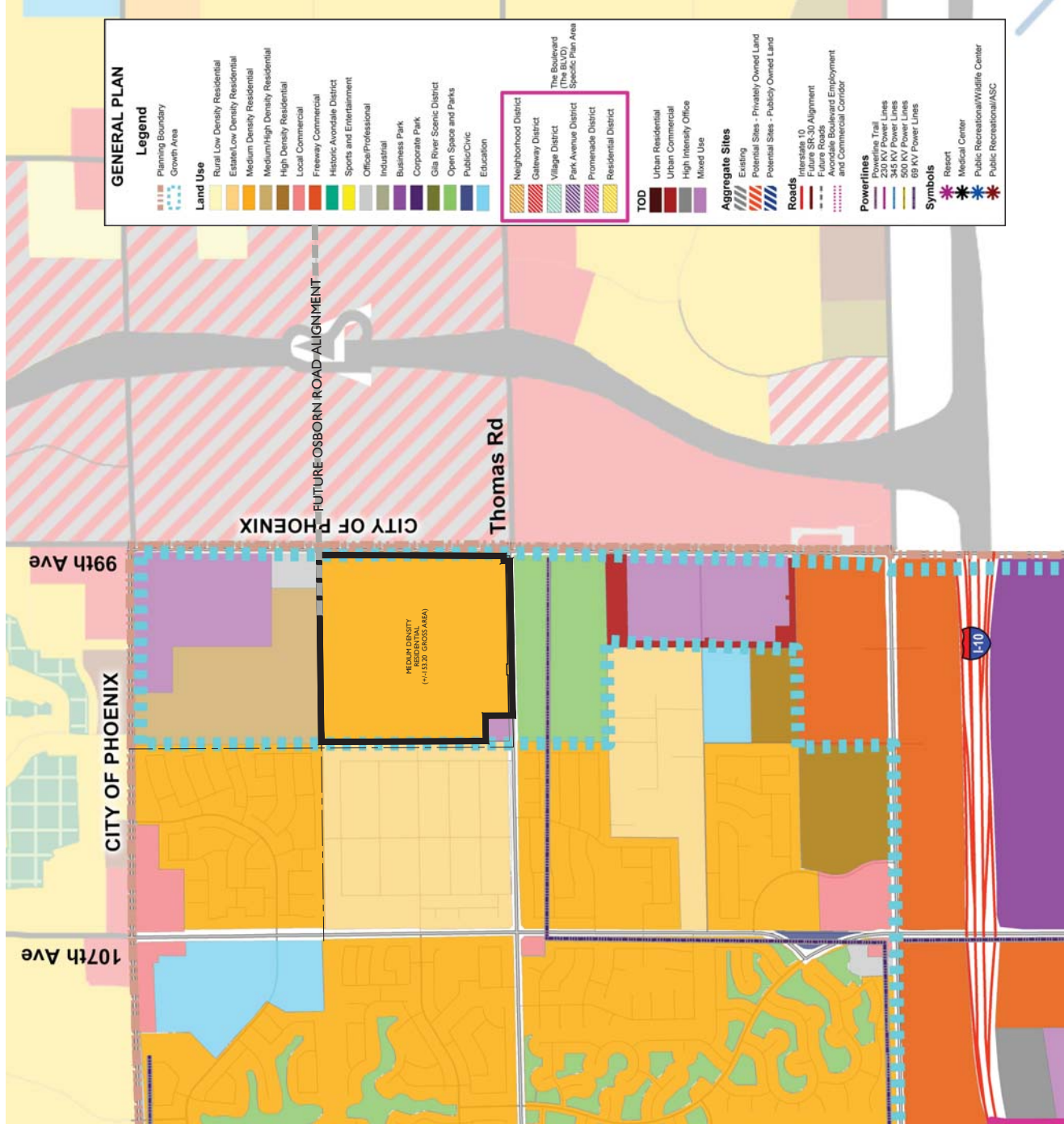
ATTORNEY
CORPAC & BURNHAM PLLC
271 CENTRAL AVE. 15TH FL. COOR
PHOENIX, AZ 85004
TEL: (602) 364-4422
CONTACT: STEPHEN ANDERSON
sander@corpac.com

LAND PLANNER AND LANDSCAPE ARCHITECT
EPG GROUP INC.
1100 N. ALMA SCHOOL RD., SUITE 120
TERRACE, AZ 85201
TEL: (480) 503-2258
CONTACT: JOSH HANNON & ALIZA SABIN
jshannon@epggroupinc.com
aliza.sabin@epggroupinc.com

LAND USE LEGEND

- ACCLAIM BOUNDARY
- FREEWAY COMMERCIAL (F-1) 38.47 GROSS AREA
- MIXED USE (M-1) 14.73 GROSS AREA
- FUTURE OSBORN ROAD ALIGNMENT





GENERAL PLAN
Legend
Planning Boundary
Growth Area

Land Use
Rural/Low Density Residential
Estate/Low Density Residential
Medium Density Residential
Medium/High Density Residential
High Density Residential
Local Commercial
Freeway Commercial
Historic Avondale District
Sports and Entertainment
Office/Professional
Industrial
Business Park
Corporate Park
Gila River Scenic District
Open Space and Parks
Public/Civic
Education

Aggregate Sites
Existing
Potential Sites - Privately Owned Land
Potential Sites - Publicly Owned Land

Roads
Interstate 10
Future SR-30 Alignment
Future Roads
Avondale Boulevard Employment and Commercial Corridor

Powerlines
Interstate Trail
220 KV Power Lines
345 KV Power Lines
500 KV Power Lines
69 KV Power Lines

Symbols
Resort
Medical Center
Public Recreational/Wildlife Center
Public Recreational/ASC

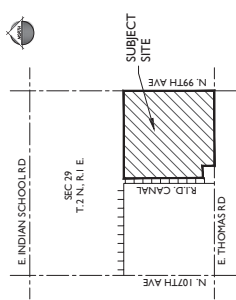
Neighborhood District
Gateway District
Park Avenue District
Palmview District
Residential District

The Boulevard Specific Plan Area (The Blvd)

AVONDALE PROPOSED GENERAL PLAN

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T.2 N., R.1 E. OF THE GILA AND SALT RIVER & MERIDIAN
MARICOPA COUNTY, ARIZONA.

VICINITY MAP
NTS



PROJECT TEAM

DEVELOPER
CIVIL ENGINEERS
1130 N. ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: BRIAN NICHOLS
P.E. brian.nichols@epsgroupinc.com

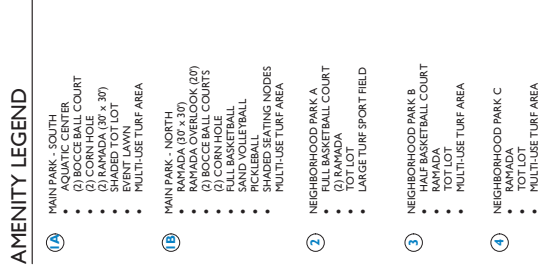
ATTORNEY
CORPAC & BURNHAM P.C.
2701 CENTRAL AVE. 15TH FLOOR
PHOENIX, AZ 85016
TEL: (602) 354-4422
CONTACT: STEPHEN ANDERSON
SAnderson@corpac.com

LAND PLANNER AND LANDSCAPE ARCHITECT
EPG GROUP INC.
1130 N. ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: JOSH HANNON & ALIZA SABIN
jshannon@epsgroupinc.com
Aliza.Sabin@epsgroupinc.com

LAND USE LEGEND

- ACCLAIM BOUNDARY
- MEDIUM DENSITY RESIDENTIAL (+/- 151.20 GROSS AREA)
- FUTURE OSBORN ROAD ALIGNMENT





1A	MAIN PARK - SOUTH • AQUATIC CENTER • (2) BOCCIE BALL COURT • (2) CORN HOLE • (18'0" x 30') • SHADED TOTT LOT • EVENT LAWN • MULTI-USE TURF AREA
1B	MAIN PARK - NORTH • RAMADA (10' x 30') • (2) BOCCIE BALL COURT • (2) CORN HOLE • FULL BASKETBALL • RICKETBALL • SHADED SEATING NODE • MULTI-USE TURF AREA
2	NEIGHBORHOOD PARK A • FULL BASKETBALL COURT • (2) RAMADA • (2) CORN HOLE • LARGE TURF SPORT FIELD
3	NEIGHBORHOOD PARK B • HALF BASKETBALL COURT • RAMADA • TOTT LOT • MULTI-USE TURF AREA
4	NEIGHBORHOOD PARK C • RAMADA • TOTT LOT • MULTI-USE TURF AREA

1A	MAIN PARK - SOUTH • AQUATIC CENTER • (2) BOCCIE BALL COURT • (2) CORN HOLE • (18'0" x 30') • SHADED TOTT LOT • EVENT LAWN • MULTI-USE TURF AREA
1B	MAIN PARK - NORTH • RAMADA (10' x 30') • (2) BOCCIE BALL COURT • (2) CORN HOLE • FULL BASKETBALL • RICKETBALL • SHADED SEATING NODE • MULTI-USE TURF AREA
2	NEIGHBORHOOD PARK A • FULL BASKETBALL COURT • (2) RAMADA • (2) CORN HOLE • LARGE TURF SPORT FIELD
3	NEIGHBORHOOD PARK B • HALF BASKETBALL COURT • RAMADA • TOTT LOT • MULTI-USE TURF AREA
4	NEIGHBORHOOD PARK C • RAMADA • TOTT LOT • MULTI-USE TURF AREA

		LOTS
		45' x 92'
		50' x 120'
		60' x 125'

		LOTS
		45' x 92'
		50' x 120'
		60' x 125'

SYMBOL	TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
		<i>Acacia senegal</i>	Mopg	2'4' Box
		<i>Casipouita aculeata</i> "Smoothe"	Thornless Casahuate	3'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<		

SYMBOL	TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
		<i>Acacia senegal</i>	Mopg	2'4' Box
		<i>Casipouita aculeata</i> "Smoothe"	Thornless Casahuate	3'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box
		<i>Chrysia salicarpa</i> "Pink Dwarf"	Chislaya	2'6' Box

	Boqueronius 'a John'	La Jolla Redford	5 Gal
	Cashmere palcherrima	La Jolla Redford	5 Gal
	Caleosoma viminalis 'Little John'	Little John	5 Gal
	Carex spicata 'Doris'	Serra Gold Dunes	5 Gal
	Eriophyllum glabra sp. 'Carmen Winter Blend'	'Winter Blend' Eureka Hills	5 Gal
	Eriophyllum thymoides 'Blue Bell'	Blue Bells	5 Gal
	Garryanthus nictitans	San Carlos Historic	5 Gal
	Hesperis matronalis	Carex Hesperiole	5 Gal
	Hesperis matronalis	Brandywine Red Yucca	5 Gal
	Larrea x 'Diana Red'	Diana Red Larrea	5 Gal
	Lycophotia impatiens 'Red Bells'	Red Bells Sage	5 Gal
	Lycophotia caroliniana 'Thunder Cloud'	'Thunder Cloud' Sage	5 Gal
	Nolitebergia spaldensis 'Nigel Hec'	'Nigel Hec' Maltby	5 Gal
	Nolitebergia spaldensis 'Autumn Glow'	'Autumn Glow' Maltby	5 Gal
	Nolitebergia ligustris	Dwarf Gai	5 Gal
	Nyctagalea communis 'Connect'	Dwarf Myrtle	5 Gal
	Ruellia brittanica	Purple Ruella	5 Gal
	Ruellia portulacalis	Dwarf Ruella	5 Gal
	Ruellia aquileoides	Coral Fourteen	5 Gal
	Sonch oleracea	Dwarf Cassia	5 Gal
	Trochaea x 'Summer'	Summer Esplanade	5 Gal

	Boqueronius 'a John'	La Jolla Redford	5 Gal
	Cashmere palcherrima	La Jolla Redford	5 Gal
	Caleosoma viminalis 'Luteo Joli'	Luteo Joli	5 Gal
	Carex spicata 'Serra'	Serra Gold Dunes	5 Gal
	Eriophyllum glabra sp. 'Carmen Winter Blend'	'Winter Blend' Eriumbur	5 Gal
	Eriophyllum thymoides 'Blue Bell'	Blue Bells	5 Gal
	Conyzaea maritima	San Carlos Historic	5 Gal
	Hesperis matronalis	Carex Hesperiole	5 Gal
	Hesperis matronalis	Brigitte Red Yucca	5 Gal
	Lantana 'Diana Red'	Diana Red Lantana	5 Gal
	Lycophotia impatiens 'Red Breeze'	Red Breeze Sage	5 Gal
	Lycophotia candidum 'Thunder Cloud'	'Thunder Cloud' Sage	5 Gal
	Nolana spaldiana 'Nagel Hec'	'Nagel Hec' Sage	5 Gal
	Nolana spaldiana 'Autumn Glow'	'Autumn Glow' Mahly	5 Gal
	Nolana spaldiana	Dwarf Sage	5 Gal
	Nyctaginia communis 'Connect'	Dwarf Myrtle	5 Gal
	Ruellia brittanica	Purple Ruella	5 Gal
	Ruellia brittanica	Dwarf Ruella	5 Gal
	Ruellia brittanica	Coral Fourteen	5 Gal
	Sonchus oleraceus	Dwarf Cassia	5 Gal
	Sonchus oleraceus	Sweet Escapade	5 Gal

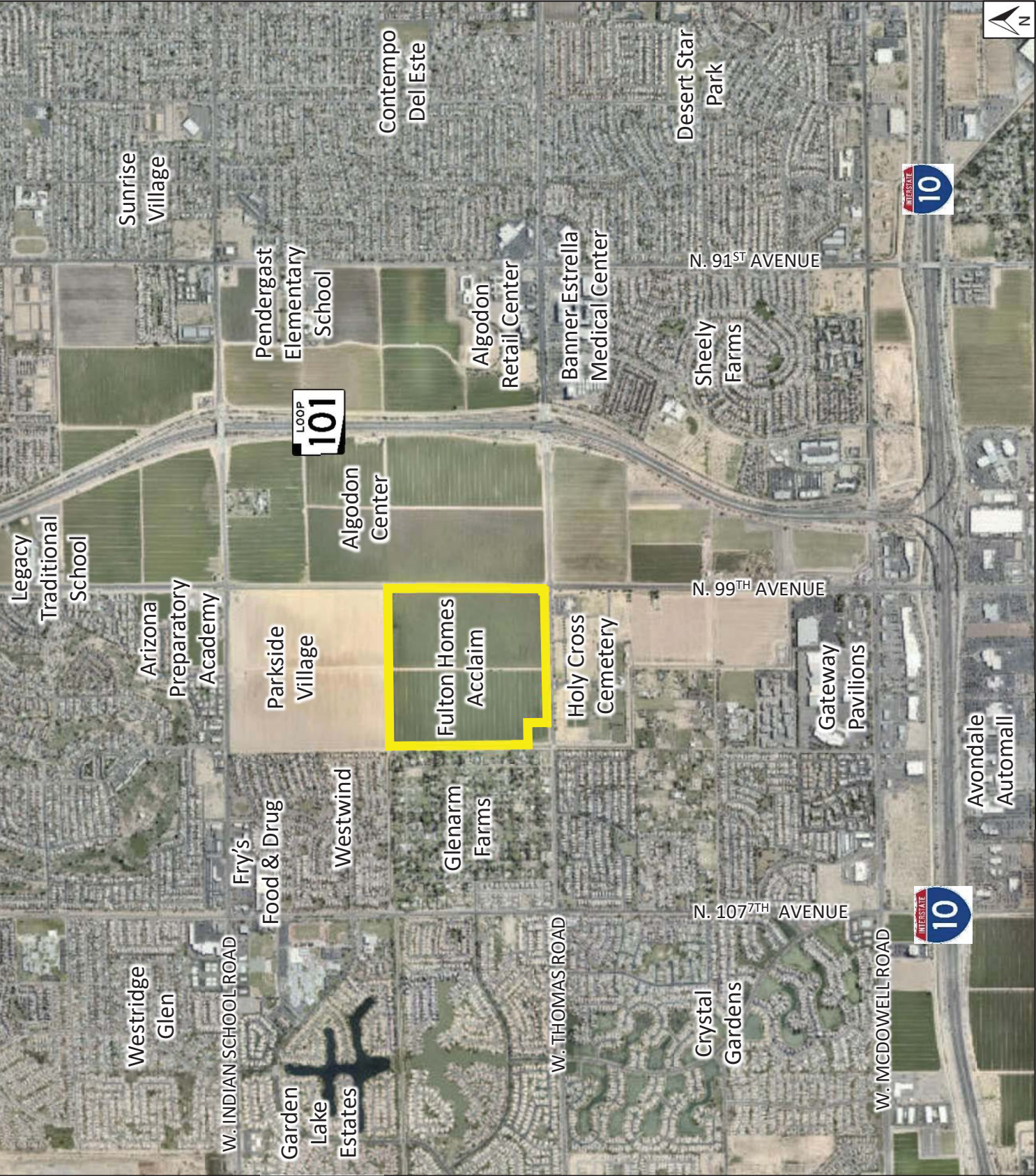
⑤	<i>Convolvulus cneorum</i>	Bush Morning Glory	I	I
⑥	<i>Lancania montensis</i>	Trailing Purple Lanara	I	I
⑦	<i>Lancania x 'New Gold'</i>	New Gold Lanara	I	I
⑧	<i>Rosemarinus officinalis 'Hungenberg Carpet'</i>	Trailing Rosemary	I	I
⑨	<i>Synapsiscolia trilobata</i>	Yellow Dot	I	I

⑤	<i>Convolvulus cneorum</i>	Bush Morning Glory	I	I
⑥	<i>Lancania montensis</i>	Trailing Purple Lanara	I	I
⑦	<i>Lancania x 'New Gold'</i>	New Gold Lanara	I	I
⑧	<i>Rosemarinus officinalis 'Hungenberg Carpet'</i>	Trailing Rosemary	I	I
⑨	<i>Synapsiscolia trilobata</i>	Yellow Dot	I	I

	Cynodon dactylon 'Midron'	Midron *	Sod
	34" Screened Decomposed Granite Desert Brown or Equal, 2" Depth Min.		

	Cynodon dactylon 'Midron'	Midron *	Sod
			
	34" Screened Decomposed Granite Desert Brown or Equal, 2" Depth Min.		

EXHIBIT 4. Context Map





CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment (GPA)/Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Sierra Avondale Project Manager: Stephen W. Anderson
 Request: GPA and Rezone Acreage/Parcel Size: 149.69 net acres
 Current Density Allowed: N/A Density Proposed: Up to 14 du/acre
 Total number of residential units proposed: 676 dwelling units

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.

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:

1/14/2020

School District:

Pendergast Elem School District

District Superintendent:

Dr. Lily Motos-DeBlieux

Phone #:

623 772-2800

E-mail:

jfimbres@psdaz.org

Signature:



It is the developer's responsibility to ensure 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

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondaleaz.gov/development/services



CERTIFICATE OF
ADEQUATE SCHOOL
FACILITIES

An application for a General Plan Amendment (GPA)/Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Sierra Avondale Project Manager: Stephen W. Anderson
Request: GPA and Rezone Acreage/Parcel Size: 149.69 net acres
Current Density Allowed: N/A Density Proposed: Up to 14 du/acre
Total number of residential units proposed: 676 dwelling units

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.

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: January 17, 2020
School District: Tolleson Union High School District #214
District Superintendent: Nora Gutierrez
Phone #: 623-478-4000
E-mail: nora.gutierrez@tuhd.org
Signature: _____

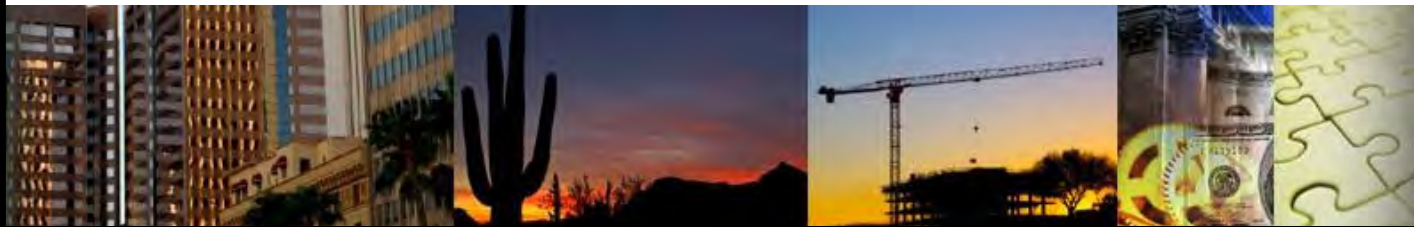
It is the developer's responsibility to ensure that this form is completed by an authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Exhibit F

Economic Analysis

Fulton Homes Acclaim

NWC 99th Avenue & Thomas Economic Analysis Avondale, Arizona



Prepared for:

John F. Long Properties

and

Fulton Homes

March 2020

Prepared by:



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

Table of Contents

Executive Summary	i
1.0 Introduction	1
2.0 Greater Phoenix Economy Overview	4
3.0 Retail & Office Market Overview	7
4.0 Forecasts	24
5.0 Analysis of 99th Avenue Land Use Patterns	32
6.0 Findings & Conclusions	40



Executive Summary

Purpose of Study

Elliott D. Pollack & Company was retained to conduct an economic analysis of a proposed 148.5-acre rezoning and General Plan amendment for agricultural property at the northwest corner of 99th Avenue and Thomas Road in Avondale, Arizona. The requested General Plan Amendment is for a change from mixed use and freeway commercial to residential and park uses. The scope of this engagement is to evaluate the various economic and real estate aspects of the proposed General Plan amendment.

Fulton Homes Acclaim - Proposed Site Plan



Findings & Conclusions

- Most commercial development in Avondale has occurred along the I-10 corridor with excellent freeway visibility. The I-10 corridor is also well represented by major retailers. Retail gap analysis suggests very little excess demand, insufficient to trigger new retail entrants. In addition, the retail marketplace has been significantly impacted by both e-commerce and the rise of supercenters and warehouse clubs. For the Greater Phoenix area, the Great Recession resulted in much slower population and employment growth and retailers have become much more cautious in planning for new stores. Some ten years after the end of the recession, retail development has not returned to prior construction levels. This trend may continue for the foreseeable future and will impact properties currently designated for commercial development.
- Office development in the market area has been modest and constitutes only 3.2% of the metro's office inventory. Only 169,400 square feet of office space in four developments have been built in the market area over the last 10 years. Slow growth in office development is likely to continue for the foreseeable future.
- The historical planning, zoning, and subsequent rezoning of neighboring projects such as Virtua99 to the south and Parkside Village immediately to the north of the subject site is consistent with the market realities that the 99th Avenue Corridor is mistakenly categorized as a "Freeway Corridor" in Avondale. The eastern edge of the subject property and neighboring parcels within Avondale are more than a half mile from the Loop 101 and thus do not benefit from freeway visibility. In each of the cases along 99th Avenue, the ultimate, market driven land uses are turning out to be much more suburban with a focus on residential products.
- In contrast, there are several hundred acres of vacant land with freeway frontage along just the Loop 101 corridor from McDowell Road to Camelback Road. In total, there are approximately 815 acres on the east and west side of the Loop 101 that have a competitive advantage over the subject site by having true freeway visibility and thus benefit from high freeway traffic volumes whereas the subject site does not.
- The proposed residential developments will help to support the retail assets within the City of Avondale. Despite the obvious surplus in most of the retail categories, each new additional resident will create demand for local serving retail, either by strengthening existing retail or inducing new development. Continued residential development in all forms within the market area will be critical to the eventual success of existing retail assets and additional commercial development. Local residents will be the main source



of retail demand and also provide a local workforce for future office development. Residential development must come first, eventually building to a critical mass of residents to attract additional retailers and employers.

- An important question related to the proposed General Plan amendment is its potential impact on the inventory of land available for employment uses. Avondale has approximately 3,140 acres of vacant land that is planned for commercial and employment uses. According to Maricopa Association of Governments, between 2020 and 2055, employment is expected to grow by another 22,200 jobs. Based on current employment density patterns, these 22,200 jobs can be accommodated on approximately 900 acres of land. This forecasted land demand compares favorably with the over 3,140 acres of available commercial and employment land within the City. This forecast is considered conservative and does not take into account:
 - Intensification of non-residential development in Avondale that will likely occur over the next 35+ years. The land inventory in Avondale will, therefore, accommodate more employees per acre than it has in the past.
 - Redevelopment of existing commercial and employment areas will occur in the future as buildings age and become obsolete for modern business purposes. This will result in more land being made available for development beyond the existing 3,140 acres of vacant property.

In our opinion, the rezoning of the subject site to residential uses will not affect the City's efforts to continue to attract businesses to the community. The City has a significant inventory of commercial and employment land that will provide for the long-term economic health of the community.

Overall, the proposed General Plan amendment for residential uses:

- Is more compatible for the site given its characteristics, neighboring developments, and location along 99th Avenue over a half mile away from the Loop 101 freeway. The site is at a considerable competitive disadvantage as a commercial property compared to over 800 acres of neighboring parcels with real freeway visibility.
- Will accommodate new resident growth which will support existing and planned commercial development.
- Will not harm the city's efforts to continue to attract high-wage businesses or commercial development to the community based on available land compared to expected job growth.



1.0 Introduction

1.1 Purpose of Study

Elliott D. Pollack & Company was retained to conduct an economic analysis of a proposed 148.5-acre rezoning and General Plan amendment for agricultural property at the northwest corner of 99th Avenue and Thomas Road in Avondale, Arizona. The requested General Plan Amendment is for a change from mixed use and freeway commercial to residential and park uses. The scope of this engagement is to evaluate the various economic and real estate aspects of the proposed General Plan amendment. Our analysis will include the following.

- A brief overview of the Greater Phoenix and Southwest Valley commercial/employment market in terms of historic absorption and construction activity and future forecasts from reliable sources such as the Maricopa Association of Governments (MAG) and the University of Arizona.
- An analysis of the vacant employment/commercial land inventory in Avondale and the forecasted demand for employment/industrial land over the next thirty-five years, focusing on the ability of Avondale to meet its employment goals if a portion of the land is converted to residential uses.
- A review of surrounding parcels in terms of development plans, land uses, and competitive position compared to the subject property.

The land that is subject to the proposed General Plan Amendment is shown on the following page with a proposed plan of development. In addition, the following table outlines the development plan, including various single family detached products, neighborhood parks, an aquatic center, and other community amenities.

Fulton Homes Acclaim Development Plan	
Land Use	Units
Parks/Open Space	
Single Family (45ft Lots)	224
Single Family (50ft lots)	240
Single Family (60ft lots)	117
TOTAL	581
Source: John F Long; Novo Development; Anderson Baron	



Fulton Homes Acclaim - Proposed Site Plan



1.2 Limiting Conditions

This study prepared by Elliott D. Pollack and Company is subject to the following considerations and limiting conditions.

- The reported economic findings outlined in this report represent the considered judgment of Elliott D. Pollack and Company based on the assumptions, analyses, and methodologies described in the report.



- Except as specifically stated to the contrary, this study does not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, state and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction. The user of this study will be responsible for making his/her own determination about the impact, if any, of these matters.
- This study is intended to be read and used as a whole and not in parts.
- The analysis outlined in this study is based on currently available information and estimates and assumptions about long-term future trends. Such estimates and assumptions are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur; therefore, the actual results achieved may vary materially from the forecasted results. The assumptions disclosed in this analysis are those that are believed to be significant to the projections of future results.



2.0 Greater Phoenix Economy Overview

2.1 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 2018 and 2019 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 Phoenix Rank	Number of Metro Areas	Year	Greater Phoenix 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			
*Preliminary 2019 Data					
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 2019, 61,800 jobs were created in Greater Phoenix. On a percentage basis, Greater Phoenix ended with a job increase of 2.93% for the year.

Fastest Growing Employment Centers 2019 By Numeric Growth		
Rank	Metro Area	Net Change 2018-2019
1	New York	116,300
2	Dallas	113,800
3	Houston	82,700
4	Los Angeles	74,000
5	Phoenix	61,800
6	San Francisco	61,800
7	Atlanta	57,700
8	Seattle	56,900
9	Chicago	56,500
10	Miami	54,200
Source: U.S. Bureau of Labor Statistics		

Fastest Growing Employment Centers 2019 By Percentage Growth		
Rank	Metro Area	% Change 2018-2019
1	Orlando	3.59%
2	Dallas	3.09%
3	Phoenix	2.93%
4	Seattle	2.78%
5	Houston	2.68%
6	San Jose	2.64%
7	San Francisco	2.53%
8	Charlotte	2.46%
9	Las Vegas	2.41%
10	Austin	2.40%
Source: U.S. Bureau of Labor Statistics		

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.

2.2 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.



3.0 Retail & Office Market Overview

3.1 Retail

Market conditions existing today in the retail real estate sector have been severely affected by the growth of E-Commerce and the Great Recession. The latest business cycle exposed significant longer-term challenges for the brick-and-mortar retail market in Greater Phoenix and across the country. Future changes in shopping trends that will affect how the market performs over the long term. Following are some of those trends and challenges.

- **Domination:** The market has become dominated by big box retailers and power/community shopping centers. The Avondale retail market illustrates a similar trend. There are numerous power centers and anchored shopping centers along the length of the I-10 with nearly every retail segment and brand found within the retail centers.
- **Obsolescence:** Retailing is constantly changing resulting in some companies going out of business as others are entering the marketplace. Part of the problem for companies that are experiencing difficulties is the inability to anticipate trends in shopping patterns and the impact of alternative methods of purchasing goods and services. Currently, restaurants and value-oriented retail such as Walmart, Target, Ross, TJ Maxx, and others are the most viable in the market and actively expanding. The list of retailers and restaurants that are in bankruptcy or have been in bankruptcy is extensive and include:
 - Sears
 - Toys “R” Us
 - Sport Authority
 - Aeropostale
 - Beauty Brands
 - Shopko
 - Gymboree
 - Charlotte Russe
 - Payless Shoe Source
 - Diesel
 - Z Gallerie
 - Kona Grill
 - Perkins and Marie Callender’s
 - Barneys New York
 - Forever 21
 - Destination Maternity
 - Avenue
 - Pier One
 - Charming Charlie
 - FTD
 - David’s Bridal
 - Mattress Firm
 - Gump’s
 - Brookstone
 - Rockport
 - Nine West
 - Claire’s
 - Winn-Dixie
 - Bon-Ton
 - Rue21
 - BCBG Maxazria
 - Wet Seal
 - The Limited



The types of retailers that have experienced bankruptcies fall into a few categories. Bookstores long ago experienced significant declines in sales. More recently, clothing and accessory retailers, including shoe retailers, have experienced the most difficulties along with department stores and grocery chains. Department store sales have been declining for decades with the growth of low-cost supercenters and warehouse outlets. Grocery stores have come under attack from a wide range of retailers that have moved into the grocery business.

The traditional department store will continue to likely see declining sales. Macy's and Kohl's have reported sales slumps. JC Penney is most vulnerable to changing shopping trends and has been hit with declining foot traffic for the past decade. It has been able to stay in business but has closed 20% of stores in recent years including 140 in 2018. Same store sales declined by 9% for the year ending in the second quarter of 2019.

- **Greater Phoenix is Over-Retailled:** Because of the region's tremendous history of growth, virtually all national retail chains want to be here, resulting in more retail space than is demanded by the population. In the past, many national retail chains built stores in advance of growth to establish their market area. When growth slowed during the Great Recession, many planned stores were put on hold or abandoned.
- **Consolidation:** As retail market conditions change, consolidation of companies within the industry occurs. This trend has been particularly evident in the grocery store sector as chains try to compete with Walmart, Target and Costco. Local grocer Bashas' has been through bankruptcy and is likely still vulnerable.
- **Internet or E-Commerce Sales:** The long-term threat to brick and mortar retailing is E-Commerce. Within the last 15 years, the market has seen seismic shifts in the manner in which people purchase retail goods and services. Certain segments of the retail market have been particularly hard hit. A later section of this report will provide further information on the E-Commerce trend.

In summary, there are two major trends that have had a significant impact the retail market.

- E-Commerce and
- The rise of off-price retailers and low-price supercenters and warehouse outlets.

Greater Phoenix Retail Market

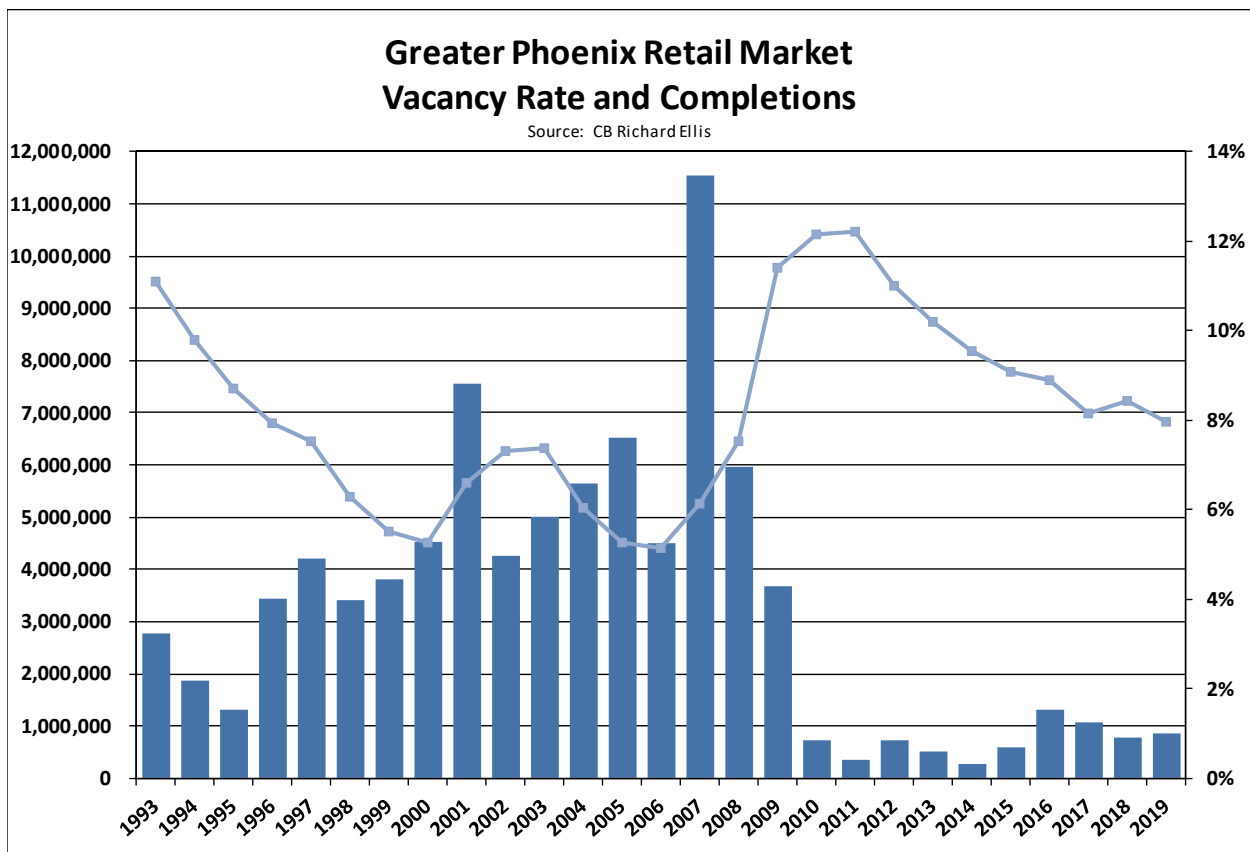
The Greater Phoenix retail market vacancy rate declined for the sixth straight consecutive quarter to 7.95% at the end of the fourth quarter of 2019. However, even with the tightening of the



market, new construction activity is disciplined. Construction activity is dominated by grocery-anchored projects with Sprouts, Fry's and Whole Foods as primary tenants. Power center development has largely been absent from the market.

Much of the absorption of space in Greater Phoenix over the past few years has been due to fitness and entertainment users backfilling vacant big-box and grocery store space. Since 2016, fitness users have absorbed 35 big-box spaces totaling over 1.0 million square feet. Due to demand for affordable fitness concepts, users like EoS Fitness, Planet Fitness, and LA Fitness are adding to their existing footprints. Newcomers include Crunch Fitness and VASA Fitness.

Even with the population and employment growth of Greater Phoenix area over the past two years, the retail market has not responded with significant construction activity. Greater Phoenix is in the top three metro areas in the country in job and population growth. Delivered retail space still is well below historic levels. Once again, E-Commerce and the popularity of supercenters and warehouse outlets is limiting extensive development of new retail space. Since 2010, retail space delivered to the market has averaged 721,200 square feet annually or the equivalent of three to four neighborhood shopping centers each year. In 2019, 856,600 square feet of retail space was delivered and only 491,900 square feet is under construction currently.



E-Commerce

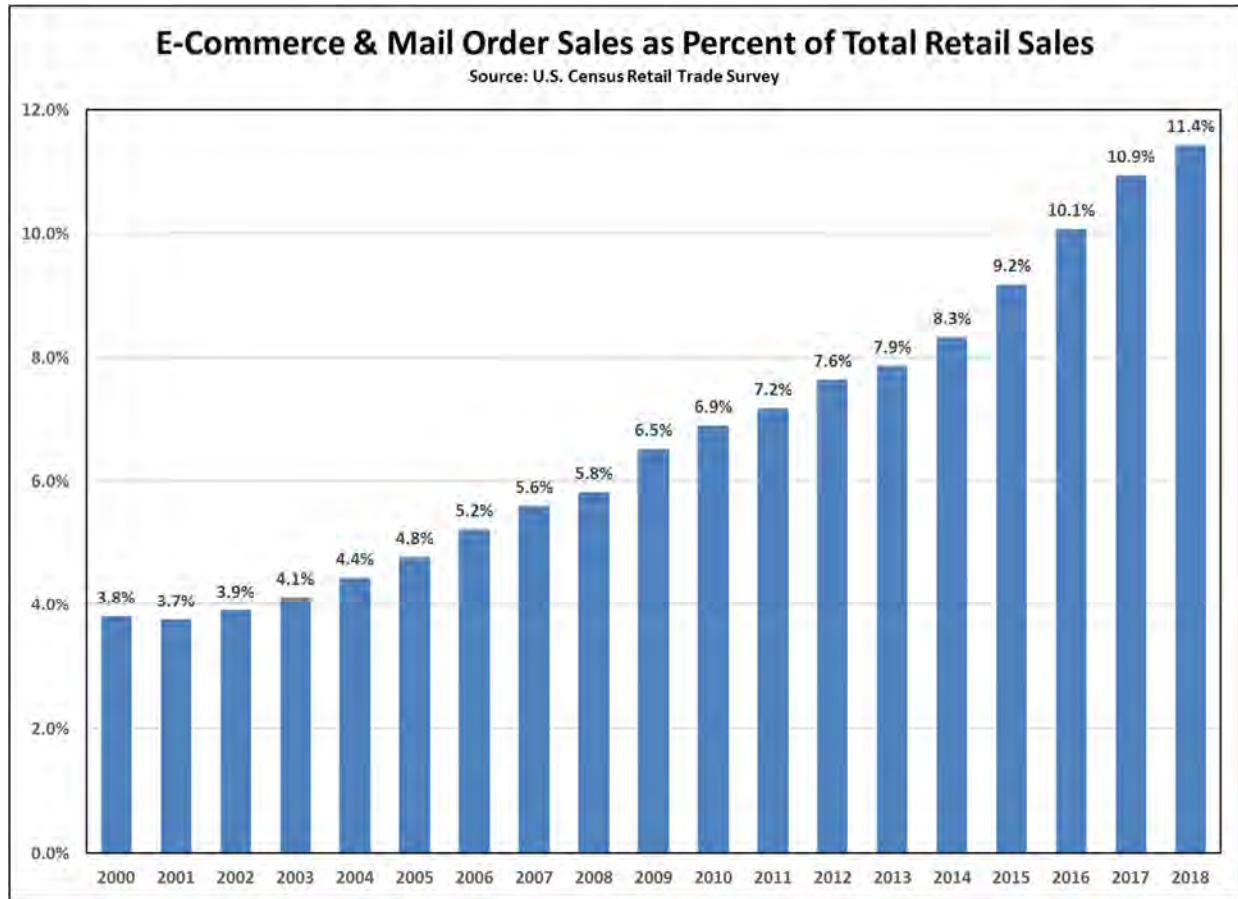
The U.S. Census defines E-commerce as:

“sales of goods and services where the buyer places an order, or the price and terms of the sale are negotiated, over an Internet, mobile device, extranet, Electronic Data Interchange (EDI) network, electronic mail, or other comparable online system. Payment may or may not be made online”.

The above definition technically excludes mail order sales from catalogs or other mail-order businesses. It does not include such businesses as mail-order book clubs. However, most catalog and book club purchases today are made over the internet and should properly be categorized as E-Commerce. For this study, mail order sales will be included in E-Commerce sales data.

Over the past 18 years, E-Commerce sales have grown by more than five-fold to \$604 billion, accounting for 11.4% of all retail sales in 2018. In 2000, E-Commerce only accounted for 3.8% of retail sales.





While 2019 retail sales data is not fully available, preliminary data indicates that E-Commerce sales and warehouse clubs and supercenter sales experienced significant increases again. Year-to-date data for 2018 and 2019 through September shows an increase of 13.7% for E-Commerce. Department store sales are down nearly 11% in 2019. The following chart also demonstrates where E-Commerce is having the most impact on certain business types. While total retail sales are up 3.2% for 2019, furniture stores, electronics/appliance stores, clothing, and sporting goods/hobby/book stores (among others) all show declining sales. These are the primary sectors of the retail market that have been significantly impacted firstly by E-Commerce and secondly by the rise of supercenters and warehouse clubs.



Retail Sales by BusinessType (in Millions) Year -To-Date September 2018 & 2019			
Business	Year-To-Date 2018	Year-To-Date 2019	Percent Change
Retail sales, total	\$3,875,341	\$4,000,671	3.23%
Motor vehicle and parts dealers	\$907,919	\$939,767	3.51%
Furniture and home furnishings stores	\$85,431	\$85,394	-0.04%
Electronics and appliance stores	\$71,008	\$68,098	-4.10%
Building mat. and garden equip. dealers	\$285,331	\$287,209	0.66%
Food and beverage stores	\$559,009	\$575,557	2.96%
Health and personal care stores	\$253,259	\$262,698	3.73%
Gasoline stations	\$385,282	\$385,432	0.04%
Clothing and clothing access. stores	\$188,399	\$187,757	-0.34%
Sporting goods, hobby, and book stores	\$57,378	\$55,210	-3.78%
General merchandise stores	\$502,573	\$510,659	1.61%
Department stores	\$32,038	\$28,550	-10.89%
Warehouse clubs and superstores	\$345,906	\$356,003	2.92%
Miscellaneous store retailers	\$95,663	\$98,213	2.67%
Electronic shopping and mail-order houses	\$422,549	\$480,242	13.65%
Source: U.S. Census Annual Retail Trade Survey			

The following chart shows E-Commerce and mail order sales by merchandise line for 2017. The data clearly shows how E-Commerce has disrupted various business types led by book stores where 63% of all sales are made online. Clothing, furniture, sporting goods, and toys and hobby goods businesses have all been impacted by E-Commerce. Those businesses that have not been substantially impacted are few but include motor vehicles, groceries, and building materials/garden equipment.



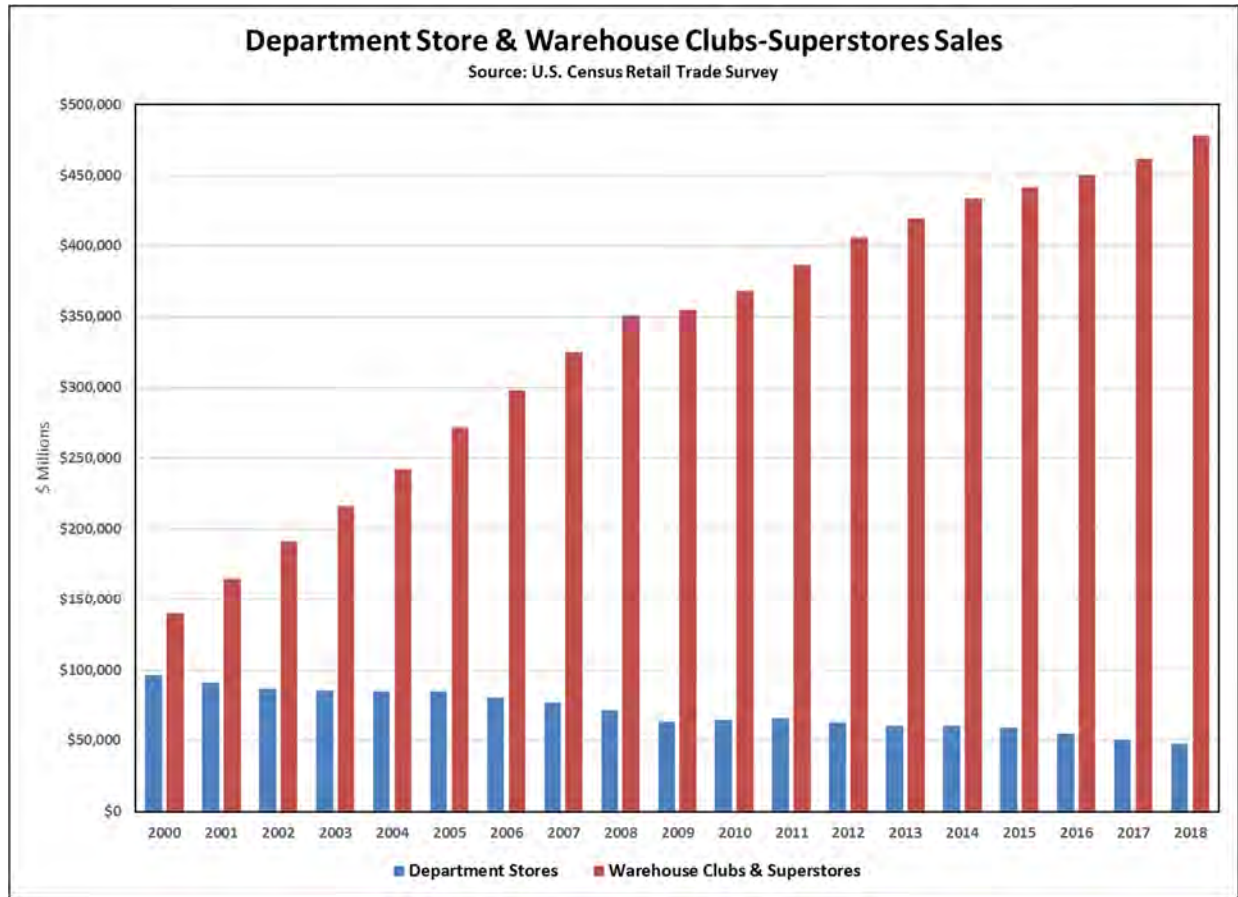
Percent E-Commerce & Mail Order Sales by Merchandise Line In Millions of Dollars - 2017			
Merchandise Line	Total Sales	E-Commerce & Mail Order	Percent E-Commerce & Mail Order
Book stores	\$28,371	\$17,989	63.4%
Clothing and clothing acc. stores	\$300,013	\$75,459	25.2%
Health & personal care stores	\$472,286	\$139,067	29.4%
Electronics and appliances	\$149,815	\$50,414	33.7%
Food, beer, and wine	\$741,285	\$15,370	2.1%
Furniture and home furnishing	\$166,743	\$52,960	31.8%
Sporting goods	\$64,050	\$18,857	29.4%
Jewelry	\$40,299	\$9,173	22.8%
Toys, hobby goods, and games	\$36,370	\$18,418	50.6%
Source: U.S. Census Retail Trade Survey			

Impact of Superstores and Warehouse Clubs

In addition to the impact of E-Commerce on brick-and-mortar outlets, the expansion of superstores, such as Target and Walmart, and warehouse clubs, such as Costco, has resulted in a shift of retail spending from traditional department stores and small retailers. Off-price and value-oriented retailing has become the driving force in the retail sector. The following chart illustrates the shift in spending.

In 2000, spending at traditional department stores in the U.S. totaled more than \$96 billion. Today, that spending has declined to less than \$48 billion, resulting in the closure of many national and regional department store chains and bankruptcies such as Sears. By comparison, spending at supercenters and warehouse clubs ballooned from \$140 billion in 2000 to \$478 billion in 2018. Power centers anchored by Walmart, Target, Home Depot, Lowes and similar big-box retailers have become the primary outlets for retail sales.



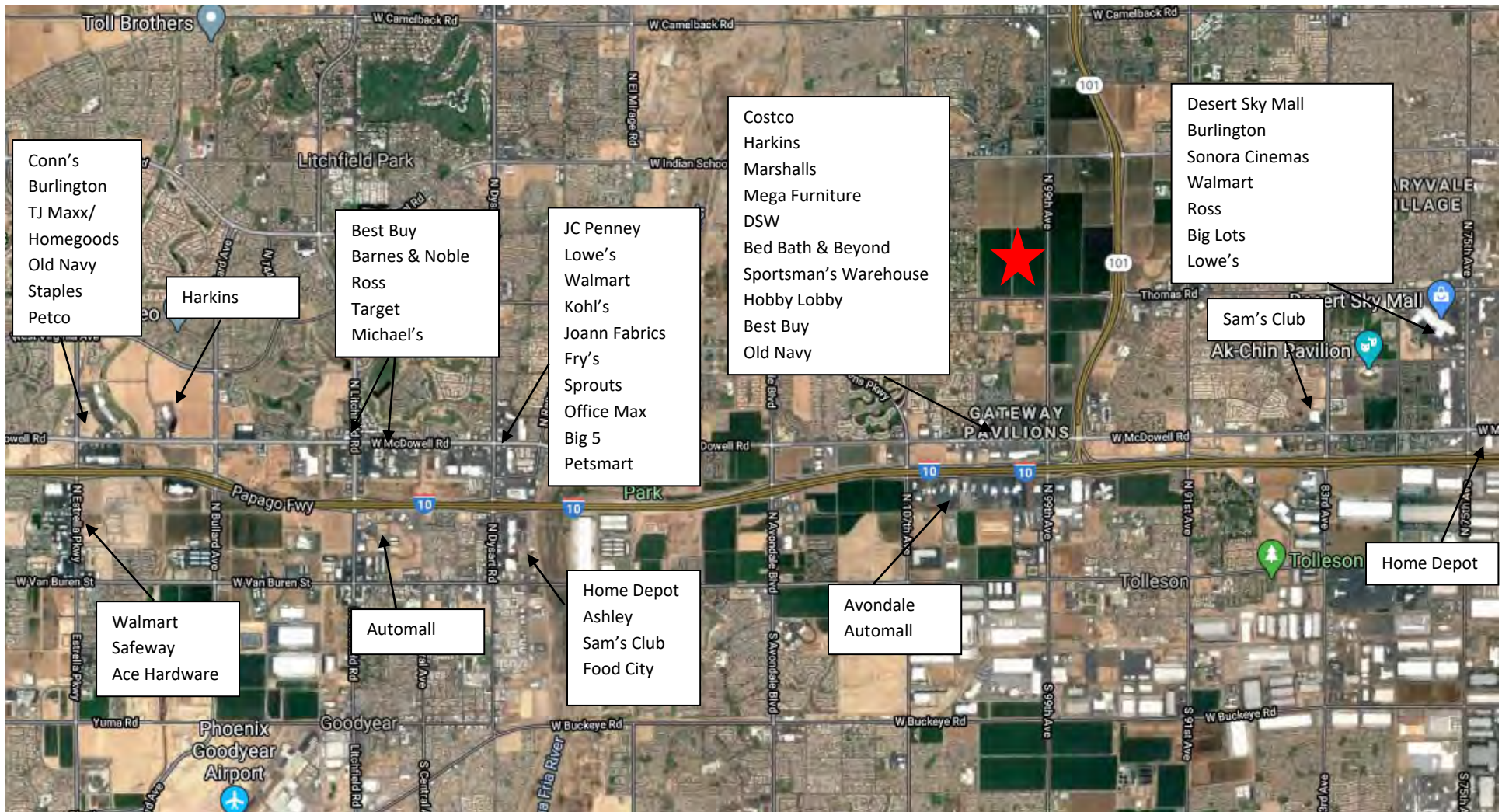


3.1.1 Southwest Valley Retail Market

The I-10 corridor between 75th Avenue and Estrella Parkway has a significant mix of retail development ranging from the Desert Sky regional mall to several power centers. The range of types of retail outlets and merchandisers is extensive and provides for the daily needs of residents. A number of grocery retailers are also located in the area. An aerial photo of the primary anchor tenants in relation to the subject site is provided on the following page.



Major Retailers along I-10 Corridor

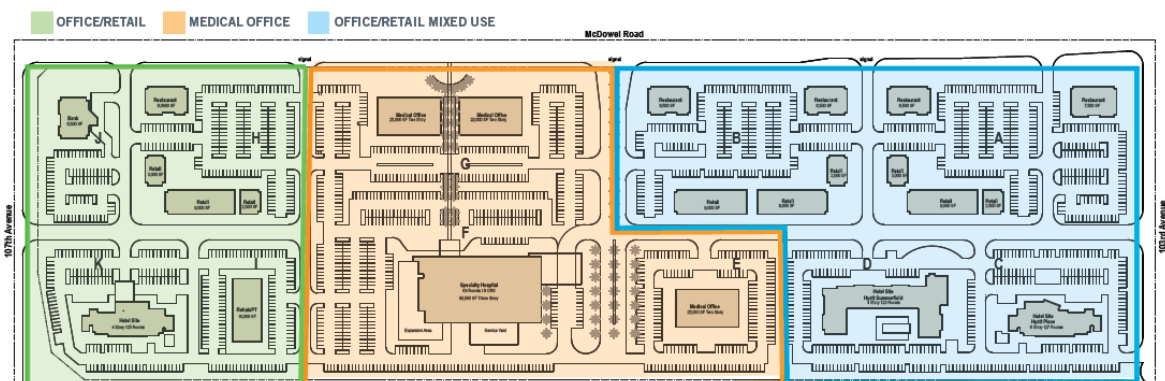


In the West/Southwest submarket, there is 1.2 million square feet of retail space planned in existing and future shopping centers.

Retail Construction Phases Under Construction & Planned					
Property Name Address	Total SF Year Built	Existing	Under Construction	Planned	Development Type
ALDI Laveen Center SE Baseline Rd/59th Ave	52,900 2019			52,900	Neighborhood Center
Canyon Trails Towne Center NE Yuma Rd Cotton Ln	700,000 2008	389,271		139,300	Power Center
EoS Fitness NE Encanto Ave/75th Ave	81,000 2018	35,000		46,000	Neighborhood Center
Estrella Commons SEC I-10/Estrella Pkwy	190,400 2019			190,400	Neighborhood Center
Laveen Park Place SW Baseline Rd/59th Ave	273,763 2018			273,763	Power Center
Maya Cinemas SW McDowell Rd/67th Ave	83,076 2019			83,076	Neighborhood Center
Park 10 SE McDowell Rd/107th Ave	146,305 2016	69,665		76,640	Retail/Office
Pebblecreek Village SW McDowell Rd Pebble Creek Pkwy	176,420 2018			176,420	Neighborhood Center
Sundance Marketplace SE Yuma Rd Watson Rd	64,151 2018			64,151	Community Center
Village Grove at Verrado NW Indian Schl Rd Jackrabbit Trl	173,557 2018			140,270	Neighborhood Center
Properties: 10	1,941,572	493,936		1,242,920	
Source: CBRE					

Some examples of planned centers are included below.

Park 10, a 43-acre mixed use project at the northeast corner of I-10 and 107th Avenue which is available for retail, medical and office uses. Nearly 70,000 square feet has been developed at the eastern edge of the property.



Estrella Commons, at the southeast corner of I-10 and Estrella Parkway. This is a mixed-use plan including two hotel sites, nearly 170,000 square feet of commercial space including a grocery store and theater, single family subdivisions totaling 430 homes, an apartment community and a 290-unit single family rental community.



3.1.2 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, home furnishings, electronics, and appliance stores are only category that shows any short term potential, although the demand gap is too low in these spending categories to trigger new store entrants.



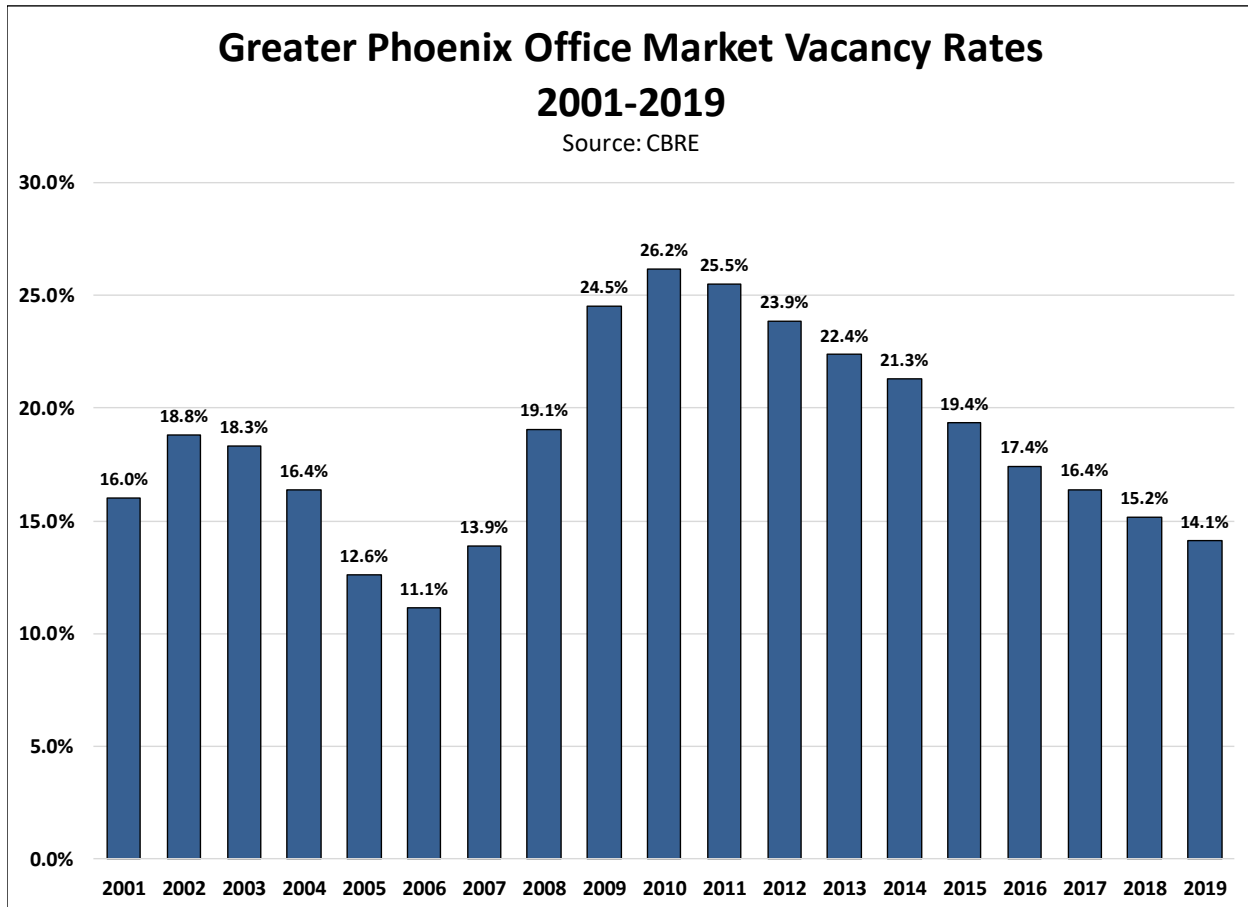
Retail MarketPlace Profile 99th Ave & Thomas Market Area			
2019 Population	223,152		
2019 Households	65,508		
2019 Median Disposable Income	\$46,757		
2019 Per Capita Income	\$20,248		
	Demand	Supply	
2017 Industry Summary	(Retail Potential)	(Retail Sales)	Retail Gap
Total Retail Trade and Food & Drink	\$1,972,445,030	\$3,440,890,690	-\$1,468,445,660
Total Retail Trade	\$1,777,886,445	\$3,138,452,141	-\$1,360,565,696
Total Food & Drink	\$194,558,585	\$302,438,549	-\$107,879,964
	Demand	Supply	
2017 Industry Summary	(Retail Potential)	(Retail Sales)	Retail Gap
Motor Vehicle & Parts Dealers	\$383,304,752	\$768,509,719	-\$385,204,967
Furniture & Home Furnishings Stores	\$59,710,384	\$51,882,260	\$7,828,124
Electronics & Appliance Stores	\$60,326,170	\$55,287,243	\$5,038,927
Bldg Materials, Garden Equip. &	\$120,426,555	\$131,381,240	-\$10,954,685
Food & Beverage Stores	\$304,062,668	\$391,418,195	-\$87,355,527
Health & Personal Care Stores	\$108,312,293	\$138,428,934	-\$30,116,641
Gasoline Stations	\$173,684,053	\$453,944,326	-\$280,260,273
Clothing & Clothing Accessories	\$83,744,010	\$104,149,605	-\$20,405,595
Sporting Goods, Hobby, Book & Music	\$50,396,901	\$61,174,782	-\$10,777,881
General Merchandise Stores	\$346,453,324	\$917,319,127	-\$570,865,803
Miscellaneous Store Retailers	\$69,720,293	\$62,744,342	\$6,975,951
Food Services & Drinking Places	\$194,558,585	\$302,438,549	-\$107,879,964
Drinking Places - Alcoholic Beverages	\$5,322,102	\$6,154,942	-\$832,840
Restaurants/Other Eating Places	\$186,782,831	\$291,292,135	-\$104,509,304
Source: Esri and Infogroup. Esri 2019 Updated Demographics. Esri 2017 Retail MarketPlace. Copyright 2019 Esri. Copyright 2017 Infogroup, Inc. All rights reserved.			

3.2 Office

The Greater Phoenix office market is comprised of 92.2 million square feet of multi-tenant building space according to CBRE, an increase of approximately 34.7 million square feet since 2001. The office market is particularly affected by economic cycles, more so than other real estate sectors. The vacancy rate for the office market has averaged 18.5% since 2001 and has



only dipped below 15% in four years: 2005 through 2007, just prior to the Great Recession and now in 2019. The year-end 2019 vacancy rate stands at 14.1%, down from 26.2% in 2010.



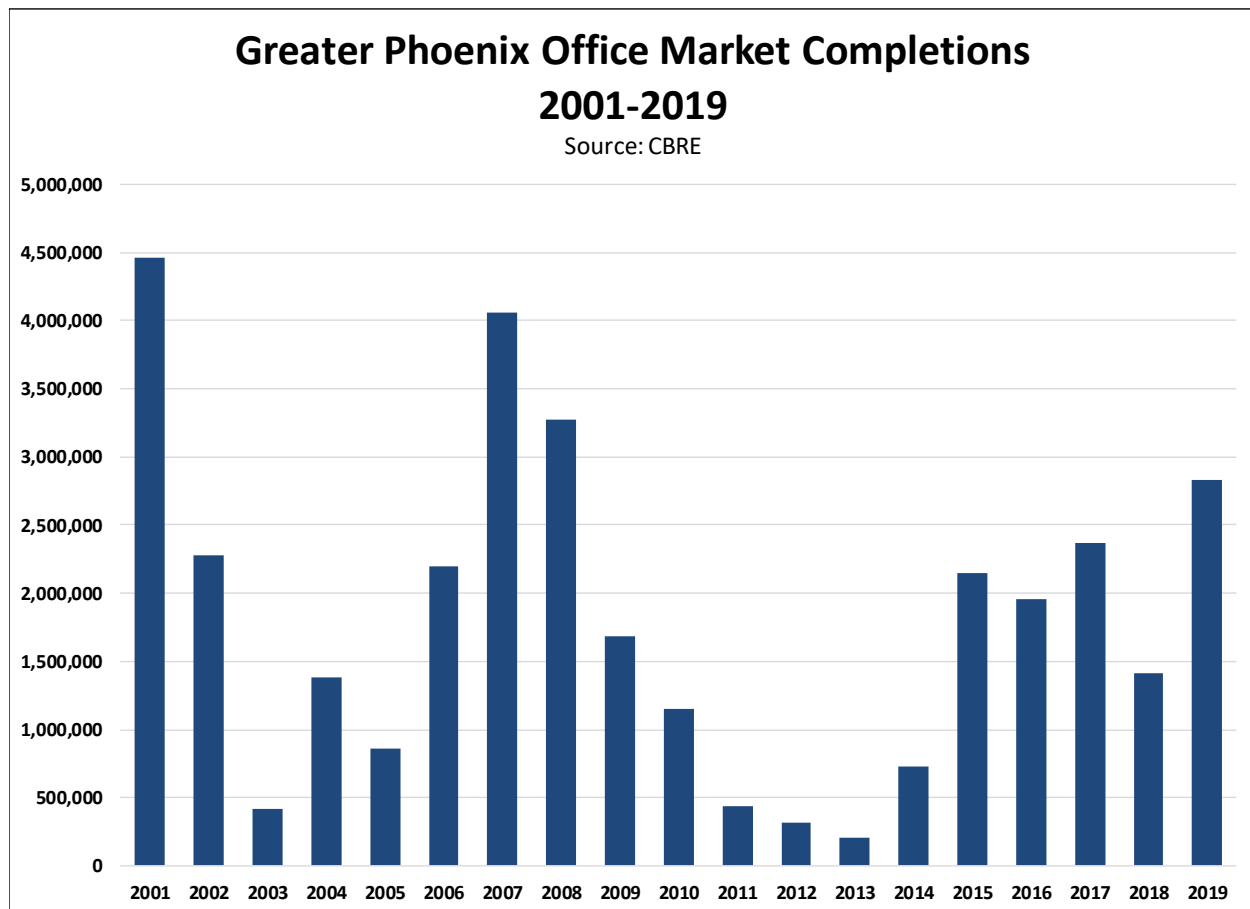
In addition to the multi-tenant office space described above, there is also another 13.5 million square feet of owner-occupied space that has a 3.9% vacancy rate. This space is occupied by companies that prefer to own their office building rather lease space. Office developers and investors typically focus on the multi-tenant sector.

While the office market's vacancy rate of 14.1% at the end of 2019 appears high by conventional standards, it is a rate that most brokers see as a sign of a growing and healthy market. Strong employment growth has placed downward pressure on vacancies over the past few years which has resulted in rising rental rates. The financial and technology industries have been the primary drivers of demand. Leasing activity has been notable in Chandler, Gilbert, and south Tempe. The rise of co-working spaces is also driving the market with WeWork leasing 54,000 square feet in the Camelback Corridor. Average asking rent has increased by 1.7% over the last year to \$27.00 per square foot. The average rent for Class A office now stands at \$35.52 per square foot.

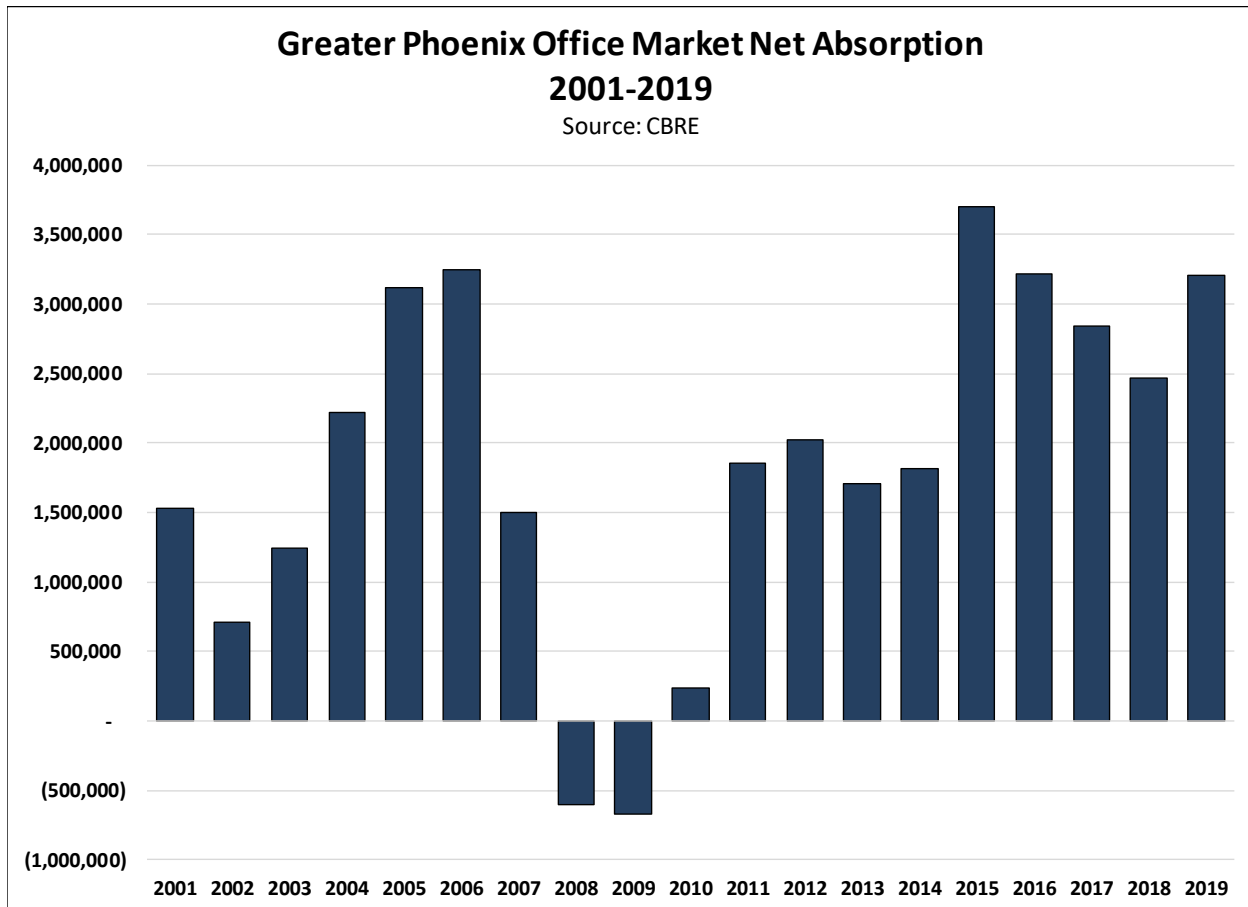


The office market is highly concentrated in locations that have freeway access, amenities, and proximity to labor. Approximately 80% of all office space is concentrated in three cities – Phoenix, Scottsdale, and Tempe. Class A office space is even more highly concentrated within these three cities with 91% of total Class A square footage. Freeway access and visibility along with proximity to a talented workforce are factors that are changing the way in which the office market is developing.

The Greater Phoenix office market is high cyclical and historically experiences significant levels of construction activity during economic expansions followed by very few completions after a recession. The following chart shows that between 2011 and 2014 following the Great Recession, very little construction activity occurred. As the local economy improved, construction started again in 2015. Between 2001 and 2019, 34.7 million square feet of office space was constructed or an average of 1.9 million square feet per year. An additional 2.0 million square feet was under construction at the end of 2019.



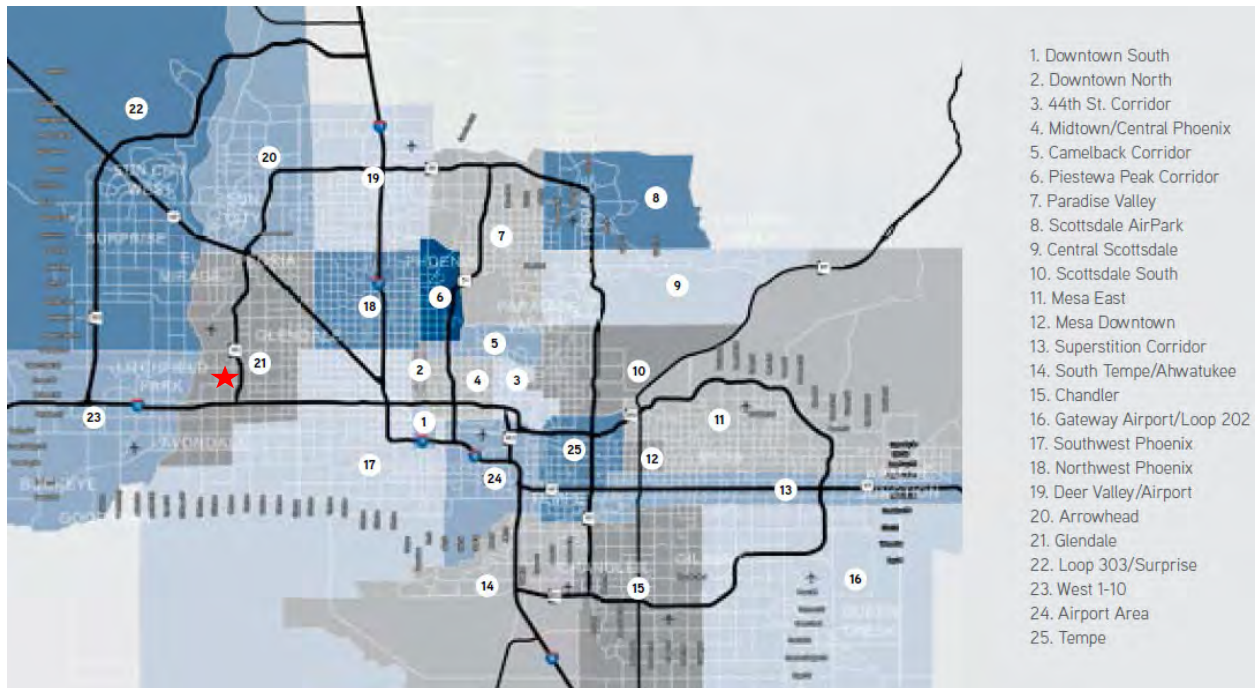
For the past 10 years, net absorption of office space in Greater Phoenix has outpaced completions. CBRE estimates that 61% of office space under construction is pre-leased which indicates optimism in the market. Tenants are searching for quality space in high-demand markets where employers can attract talent. While the vacancy rate stands at 15% across the Valley, most observers believe this is a favorable supply-demand balance. Employment growth forecasted for the Phoenix area should continue to drive the market.



Southwest Valley

The southwest valley office market is still relatively young compared to other regions of Greater Phoenix. The subject site is located in the “Glendale” submarket according to Colliers International and the market area extends into the “West I-10” submarket. Combined, these two submarkets only account for approximately 3.2% of total inventory. Additionally, the West I-10 market area (covering both sides of the I-10 west of Dysart Road) reports zero existing Class A office space.





Vacancy is relatively healthy in the area, ranging from 9.1% to 11.2%. Net absorption has also been positive over the last year. A combined 109,152 square feet of new Class B supply was delivered, which accounts for 3.5% of all office space delivered last year (15.8% of total Class B space). Additionally, there is 235,000 square feet under construction.

Southwest Valley Office Market 2019 Q4								
	Inventory		Vacancy				New	
Class	Bldgs	SF	SF	2019 %	2018 %	Absorption	Supply	Rate
Glendale								
A	6	546,561	84,432	15.4%	11.0%	(24,064)	195,000	\$29.39
B	40	1,992,159	191,428	9.6%	11.9%	101,674	-	\$22.97
C	13	368,904	48,691	13.2%	14.4%	4,606	-	\$12.56
Total	59	2,907,624	324,551	11.2%	12.0%	82,216	195,000	\$23.67
West I-10								
A	0	-	-	0.0%	0.0%	0	-	\$-
B	53	1,913,858	191,074	10.0%	11.3%	63,027	40,000	\$23.13
C	13	230,364	4,105	1.8%	5.0%	7,309	-	\$16.20
Total	66	2,144,222	195,179	9.1%	10.6%	70,336	40,000	\$22.95
Source: Colliers International								



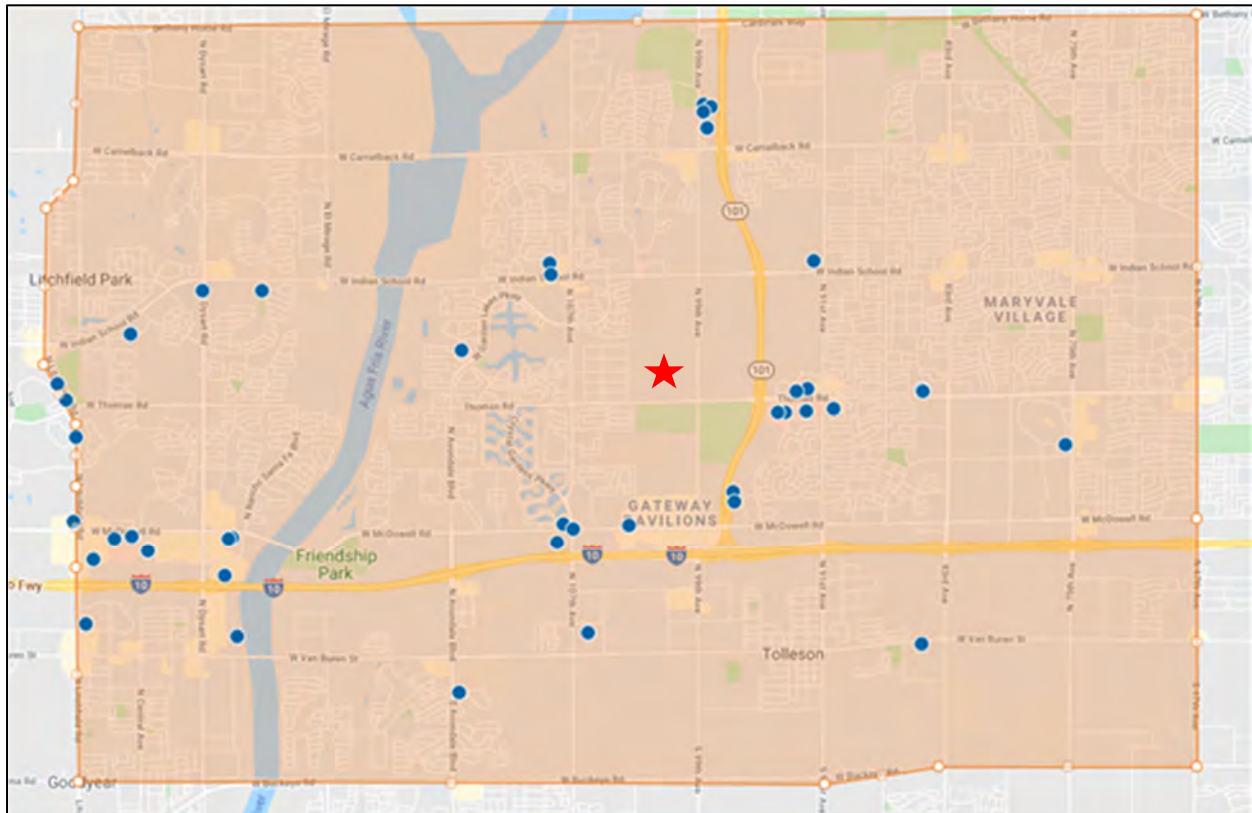
99th Avenue & Thomas Market Area

Real Capital Analytics reports that there is approximately just over 2.4 million square feet of office space in 45 properties within the 99th Avenue & Thomas office market area. Medical office accounts for roughly 55% of this inventory.

Approximately 169,400 square feet of office space has been built in the last 10 years on four properties and 100% of this new space is for medical office. The newest office building was completed in 2019 for medical office use. The last professional office space built in the market area was in 2008 (see Appendix A for property specific details).

The following map illustrates current office inventory nearby.

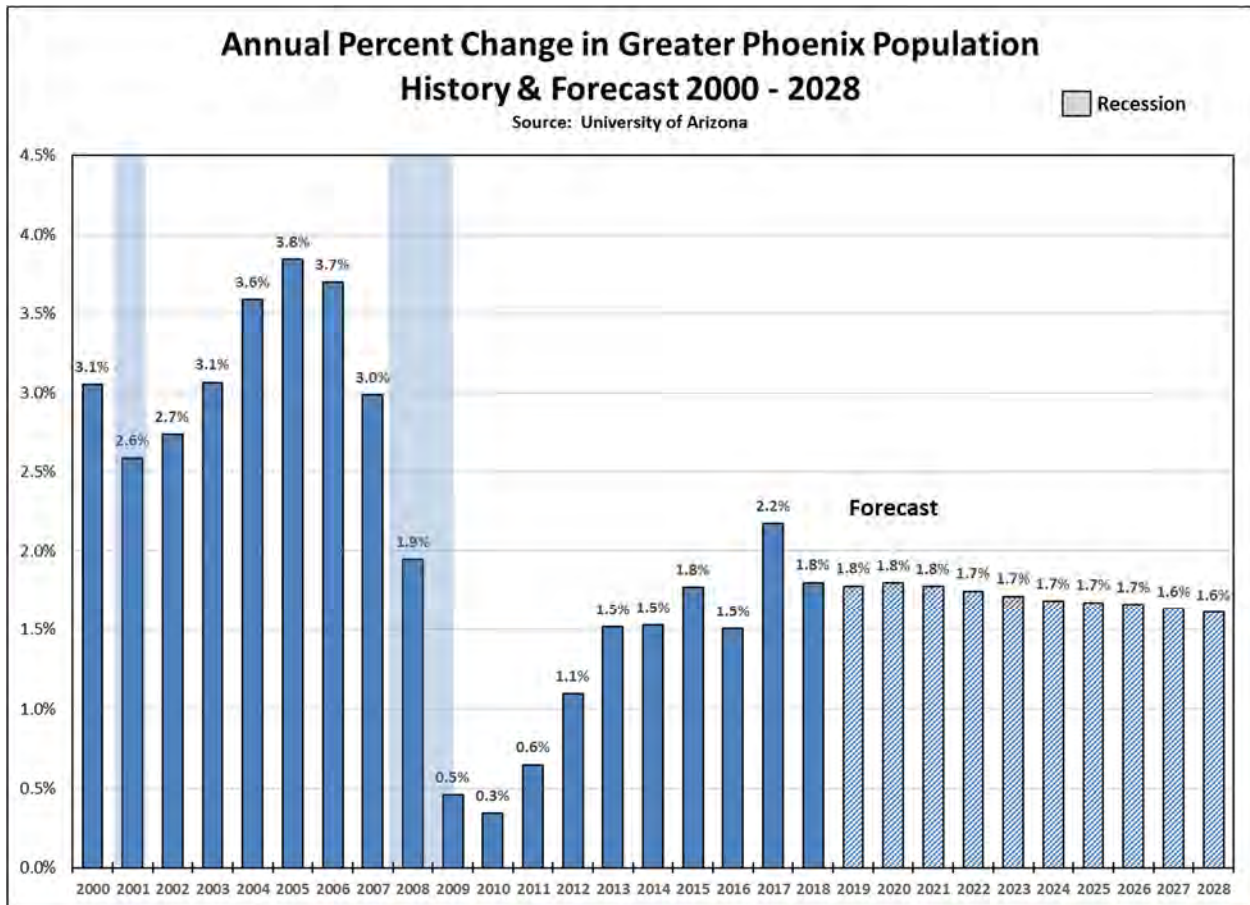
99th Avenue and Thomas Market Area Office Inventory

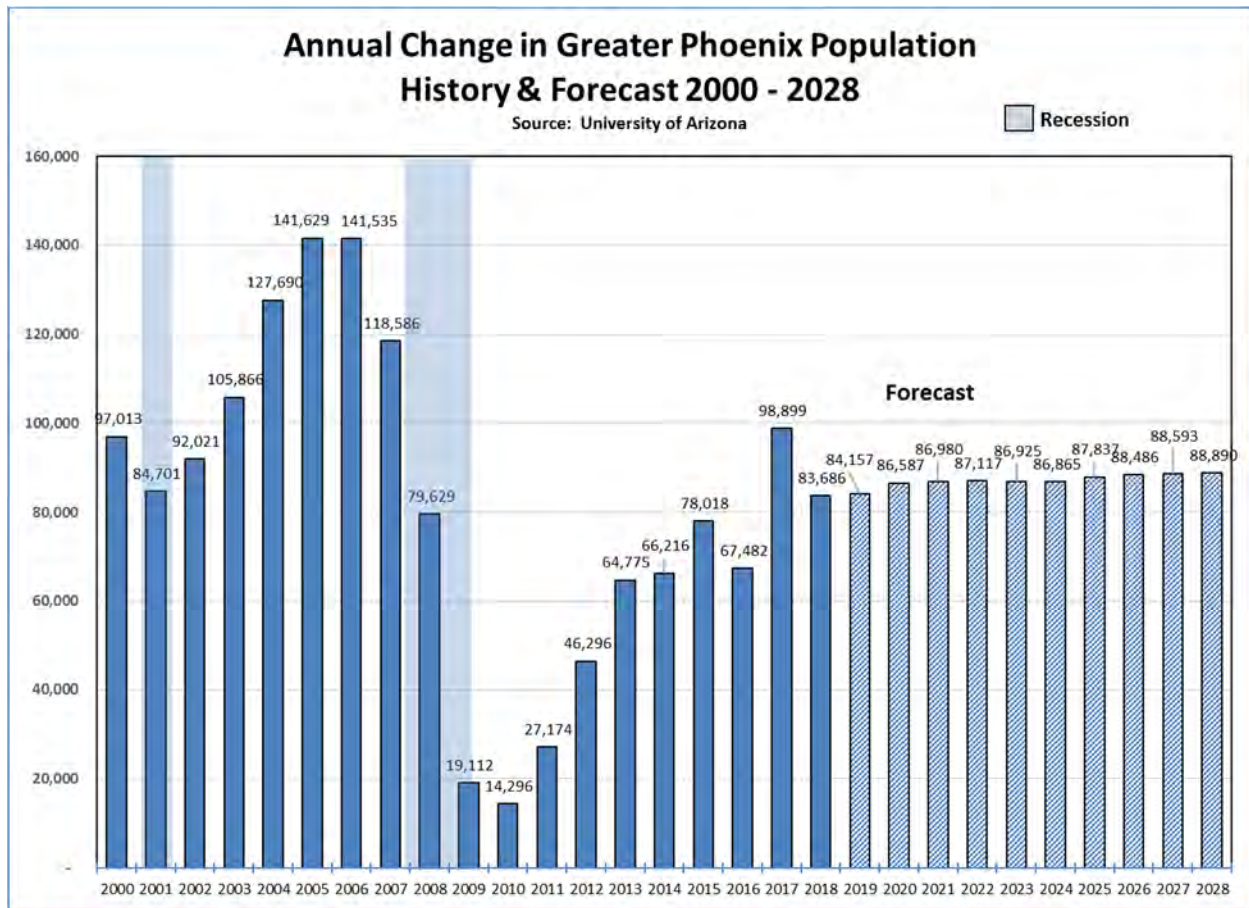


4.0 Forecasts

4.1 Greater Phoenix Population & Employment Forecasts

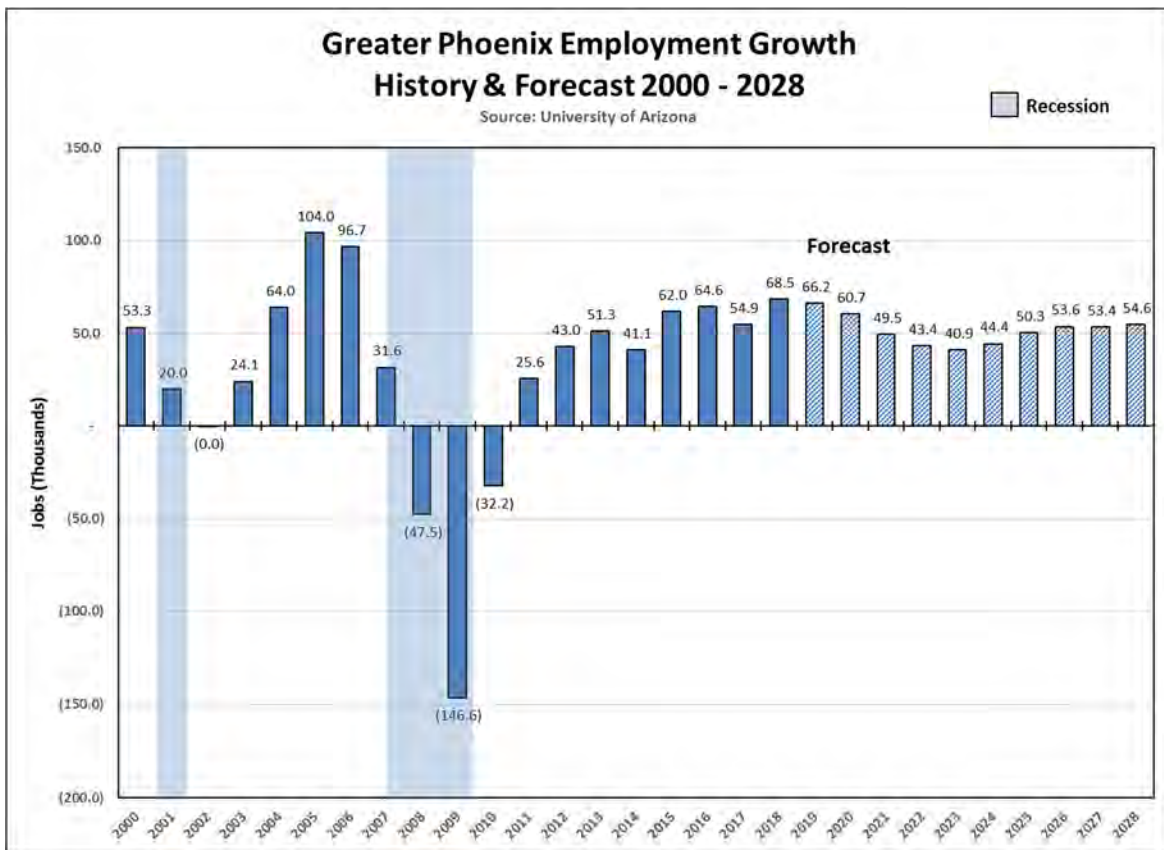
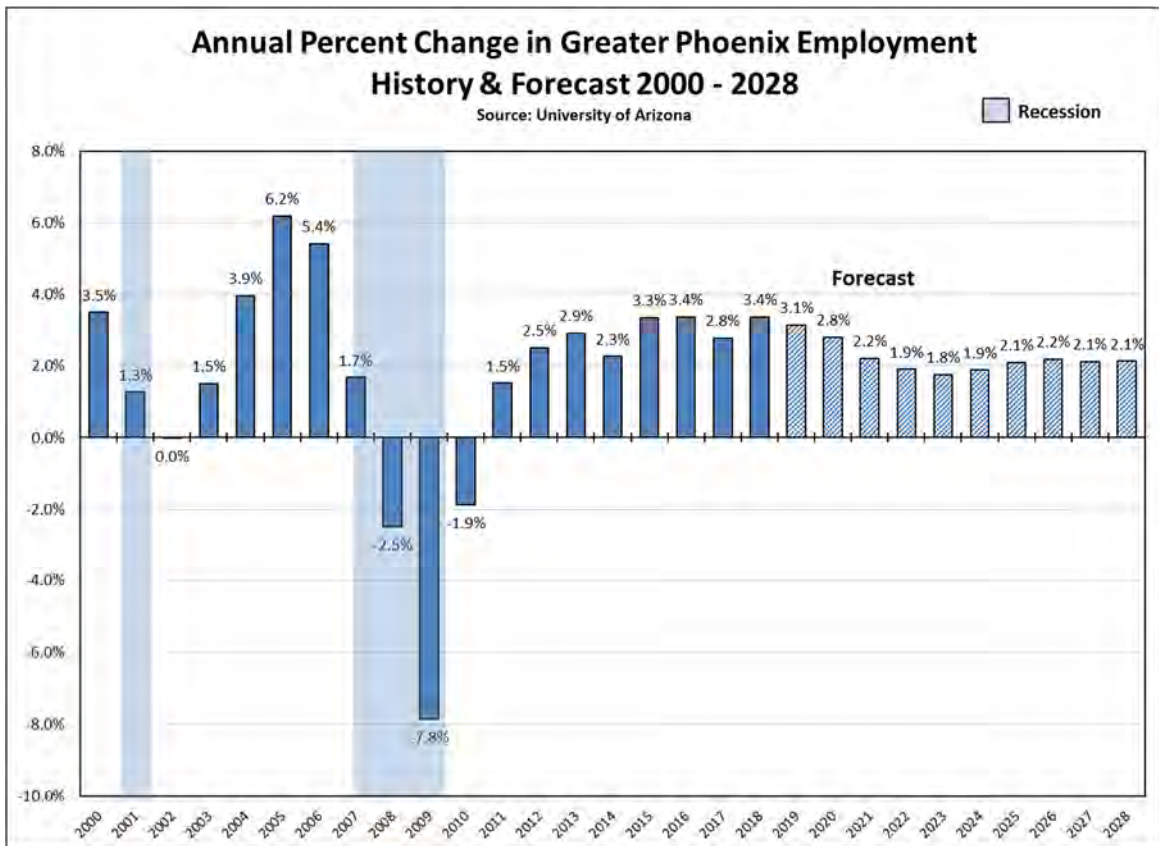
The most recent population forecast for Greater Phoenix is for a growth rate between 1.8% and 1.9% over the next ten years. This rate of growth will generate between 85,000 and 95,000 new residents annually in the Greater Phoenix area over the next ten years.





While the Greater Phoenix economy has had its difficulties, job growth is finally stabilizing and is forecasted by the University of Arizona to grow at an average of 55,000 jobs each year over the next five years. Healthy job growth could stimulate additional population growth and the region could possibly see population growth rates increase above 2.0%.

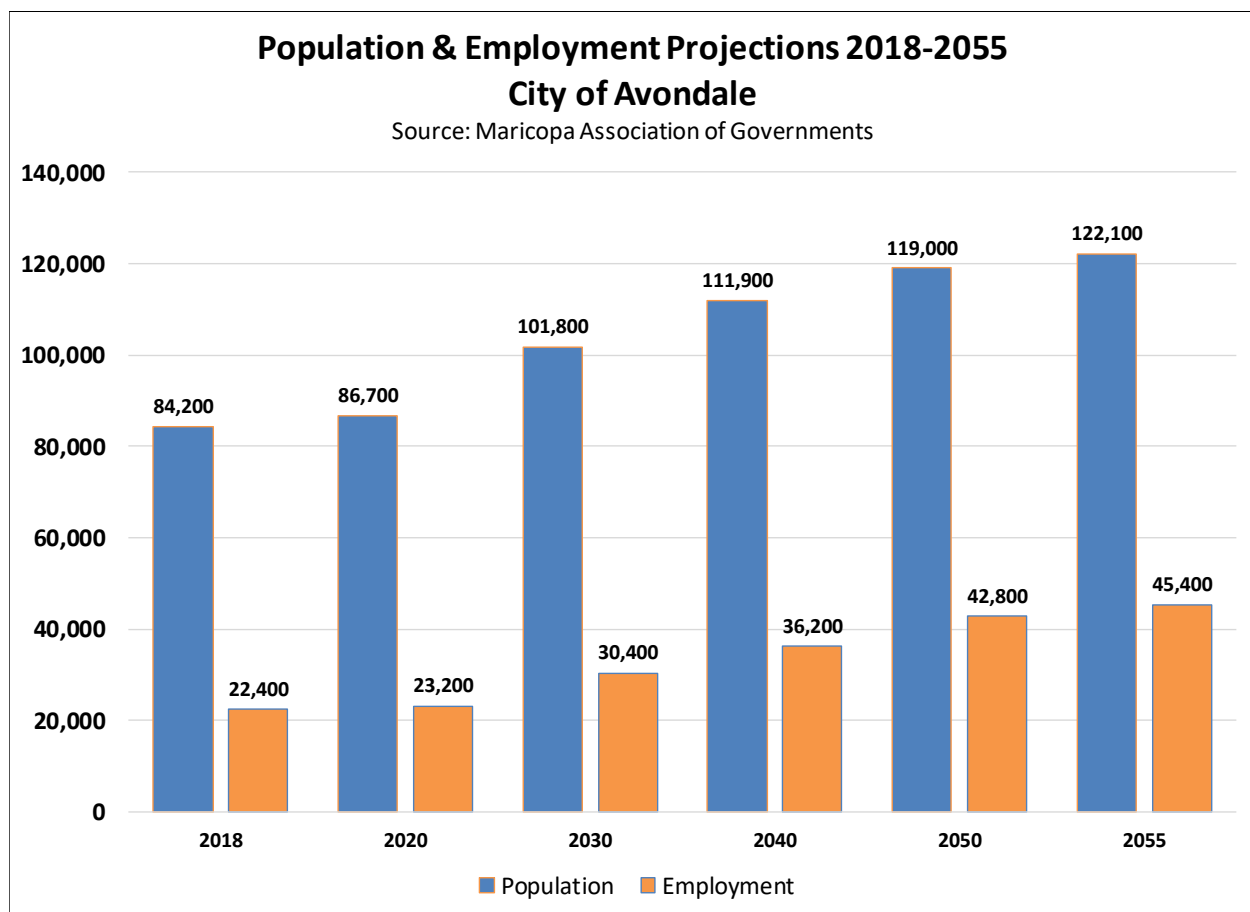




4.2 City of Avondale Forecast

The 2019 MAG population and employment forecast suggests that Avondale will have a healthy growth rate over the next 10 years and then slow over the following 20+ years. From a residential standpoint, Avondale is expected to add 15,100 residents over the next ten years followed by an additional 10,100 residents from 2030-2040. In total, Avondale is still expected to grow by 35,400 persons through 2055 which equates to an estimated 10,700 to 11,000 housing units to be built.

Avondale's employment base is forecasted to nearly double (96% increase) between 2020 and 2055. Employment in the city is expected to increase by 22,200 jobs, capturing 1.8% of all employment growth in Maricopa County.



As a suburban city, Avondale has a relatively low jobs-to-population ratio. The County ratio is estimated at 0.49 which is just under one job for every two people while Avondale is currently at 0.27 jobs per person. This is similar to other Valley municipalities such as Queen Creek, Peoria, and Litchfield Park. With the expected growth of jobs, Avondale's ratio is expected to increase



over time and reach 0.37 jobs per resident by 2055. This would be comparable to the Town of Gilbert or City of Glendale today.

Avondale has an estimated 3,141 acres of vacant land that is planned for employment uses. The primary question related to this employment land inventory is whether it is large enough to support the future employment growth of the community.

Current Versus Future Land Use Inventory City of Avondale					
Land Use Sector	Existing Area	Existing %	Future Area	Future %	Change
Single Family	6,016	10.00%	19,918	33.10%	13,902
Multi Family	302	0.50%	549	0.90%	247
Commercial	753	1.30%	1,877	3.10%	1,123
Industrial	315	0.50%	576	0%	260
Office	43	0.10%	205	0.30%	162
Other Employment	2,615	4.30%	3,273	5.40%	657
Mixed Use	0	0%	938	1.60%	938
Transportation	1,025	1.70%	1,043	1.70%	19
Open Space	31,556	52.40%	31,834	52.90%	278
Agriculture	4,299	7.10%	0	0%	-4,299
Vacant	13,288	22.10%	0	0%	-13,288
Total Acres	60,212		60,212		
Total Employment Land Available					3,141
Source: Maricopa Association of Governments 2017, by Municipal Planning Area (MPA)					

In order to determine the potential future mix of employment uses in Avondale and demand for employment land, we consulted the Arizona COG/MPO Employer Database that is available from MAG. The database is a summary of all jobs by cluster or industry for employers with more than five employees. The following table summarizes the number of jobs in Avondale at nearly 110,000. The MAG forecast cited earlier in this memo estimated total jobs at 132,419 in the city in 2015. The difference between the two numbers is businesses with fewer than five employees.



Avondale Employment Cluster Summary		
Cluster	# of Employees	% Total
Business Services	540	3.4%
Construction	490	3.1%
Consumer Goods Manufacturing	20	0.1%
Consumer Services	3,100	19.8%
Education	2,670	17.0%
Finance, Insurance, & Real Estate (FIRE)	630	4.0%
Government, Social, & Advocacy Services	1,320	8.4%
Health Care	1,350	8.6%
High Tech Manufacturing & Development	5	0.0%
Hospitality, Tourism, & Recreation	330	2.1%
Media, Publishing, & Entertainment	110	0.7%
Metal Inputs & Transportation-Related Manufacturing	8	0.1%
Non-Metallic Manufacturing	80	0.5%
Resource-Dependent Activities	140	0.9%
Retail	4,190	26.7%
Telecommunications	220	1.4%
Transportation & Distribution	470	3.0%
Total Employment	15,673	
Source: MAG 2017 / 2018 Arizona COG/MPO Employer Database, employers with 5 or more employees		

The following table further summarizes those clusters into five categories that will dictate land use. While no one knows what the future will look like for job growth and employment given technology and innovation, the following forecast assumes that the forecasted job growth through 2055 will resemble the mix of employment in more established West Valley cities such as Glendale and Peoria. For instance, retail will comprise 16% of the future employment growth or 3,600 jobs. Combined, office user industries such as business services, finance, real estate, and media will account for 4,500 new jobs or 15.8% of total employment.



Avondale Future Employment by Cluster					
Cluster	Current	%	Employment	TOTAL	%
	Employment	Total	Growth	Employment	Total
Business Services, FIRE, Telecom, Media	1,500	9.6%	4,500	6,000	15.8%
Retail, Consumer Services	7,290	46.5%	3,600	10,890	28.8%
Hospitality	330	2.1%	700	1,030	2.7%
Transportation & Distribution	470	3.0%	3,000	3,470	9.2%
Government, Education, Healthcare	5,340	34.1%	7,600	12,940	34.2%
Manufacturing, Construction	743	4.7%	2,800	3,543	9.4%
Total Employment	15,673		22,200	37,873	

Source: MAG 2017 / 2018 Arizona COG/MPO Employer Database, employers with 5 or more employees

The remainder of this analysis will focus on land uses that will fall within the “Employment” land use category. Those clusters include Business Services, Telecom, Media and Entertainment (which will largely occupy office buildings); Transportation & Distribution; and Manufacturing. These latter two clusters will occupy conventional industrial buildings.

In order to determine the demand for land in Avondale through 2055 based on the above employment forecast of 22,200 new jobs, the Arizona COG/Employer Database was used. This database has an inventory of major employers and estimated employment levels for each company.

Employee density ranges from less than ten employees per acre for Transportation uses to well over 100 employees per acre for certain Business Services operations. Particularly for business services, employee density can be affected by the type of office complex and tenant. Buildings with high FARs and structured parking will have many more employees per acre than traditional office buildings with surface parking areas. Likewise, operations centers and call centers have high ratios of persons per acre.

In summary, average employment density is as follows:

- The Manufacturing cluster has an average density of 31.5 employees per acre.
- Business Services, etc. has an average density of 83.3 employees per acre.
- Transportation has an average density of 13.0 employees per acre.
- Retail has an average density of 16.0 employees per acre.
- Hotels have an average density of 9.0 employees per acre.

The density conclusions for the Transportation cluster are significantly impacted by the Amazon fulfillment centers in Phoenix. Without Amazon, the density of a traditional warehouse and



distribution complexes would be 6.6 employees per acre. Thus, an adjustment was made to the following forecast for the Transportation & Distribution category by eliminating the “Amazon effect”. The adjusted employment density for this category was reduced to 6.6.

Based on the above analysis, a demand forecast for Employment and Commercial land was prepared for Avondale for the timeframe from 2020 to 2055. In our opinion, the forecast is aggressive as it does not reflect the trend towards higher density development that will likely occur in the future in Avondale.

The forecast concludes that the demand for employment land in Avondale will total approximately 900 acres through 2055.

Forecasted Commercial and Employment Land Demand 2020 - 2055 City of Avondale					
Cluster	Land Use	New Jobs	% of Total Jobs	Adjusted Job Density/Ac	Forecasted Demand Acres
Business Services, Telecom, Media	Office	4,500		83.3	54
Transportation & Distribution	Industrial/Warehouse	3,000	9.2%	6.6	455
Retail, Consumer Services	Commercial	3,600	28.8%	16.0	225
Hotel	Commercial	700	2.7%	9.0	77
Manufacturing	Employment	2,800	9.4%	31.5	89
Total		14,600	50.0%		900
Sources: Arizona COG/MPO Employer Database, employers with 5 or more employees; Maricopa County Assessor					

The forecasted Employment land demand of 900 acres compares favorably with the 3,141 acres of available land within the City. As noted previously, this is a conservative forecast that does not take into account:

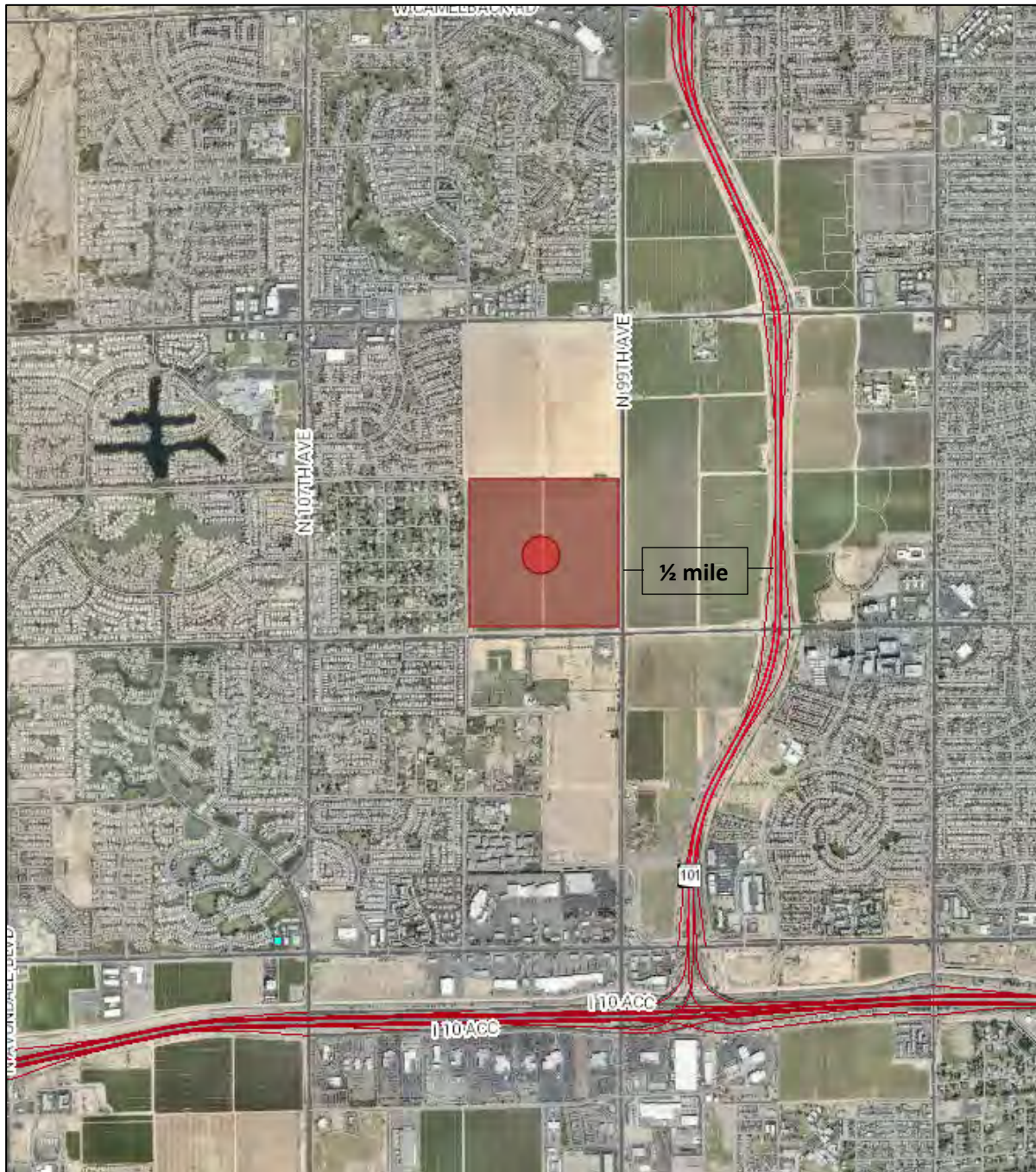
- The likely intensification of non-residential development in Avondale over the next 35 years.
- The fact that redevelopment of existing industrial, commercial, and employment areas around the city will occur due to building obsolescence and age, freeing up more land for development in the future.

In our opinion, the rezoning of the subject site to residential uses will not affect the City’s efforts to continue to attract new commercial and employment to the community. The City has a significant inventory of commercial and employment land that will provide for the long-term economic health of the community.



5.0 Analysis of 99th Avenue Land Use Patterns

The subject site is located along 99th Avenue north of Thomas Road, which is part of the eastern boundary for the City of Avondale. This area has a strong agricultural presence. The property is located a half mile west of the Loop 101 freeway. To the west are single family, large lot houses. To the north is a large vacant property that will be described in a subsequent section. To the south is a funeral home and cemetery. To the east are additional agricultural fields that are owned by the subject site's owners and planned for a mix of uses.



The City of Avondale's General Plan designates 75% of the property as mixed use and 25% as Freeway Commercial/Urban Commercial. In addition, the zoning designates the entire property C-2 commercial.

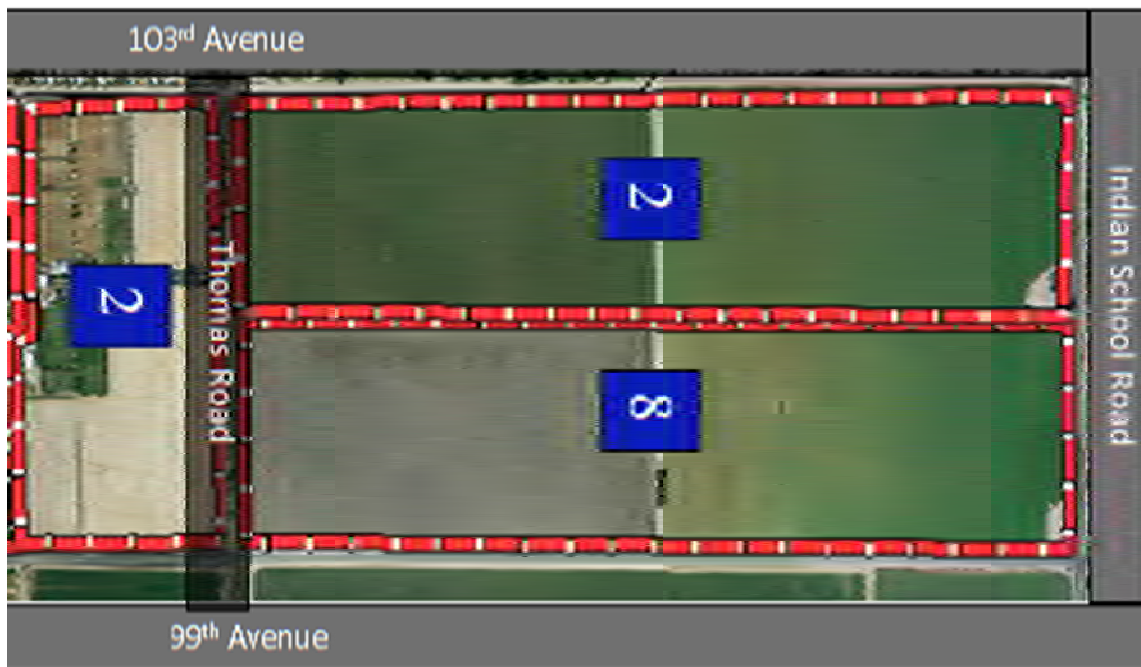
Freeway Commercial is described in the Avondale General Plan as such:

"Freeway commercial development patterns will provide concentrated retail, hospitality, and related activity along these corridors. This category allows for a broad range of nonresidential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area. It offers amenities such as attractive streetscapes, pedestrian activity connections, and efficient circulation."

Urban Commercial is described in the Avondale General Plan as such:

"Land-use category to accommodate compact commercial centers consisting of retail, restaurant, office, hotel, farmers market, community garden, and personal services. Residential units may be built on upper floors within this designation if commercial uses are built on the ground floor as part of the same development project. The desired form of development is 4+ story buildings served by structured parking."

In addition to the General Plan, the subject site is identified as part of the city's Freeway Corridor Specific Plan. This plan identifies the eastern half of the subject site as suitable for up to eight-story commercial buildings.



5.1 Neighboring Properties

To the south, a 60-acre property now known as Virtua99 was first approved as the La Entrada Village PAD in 2007. The plan included 560 multifamily units, 40,000 square feet of retail, and 588,000 square feet of office space.

In 2009, the PAD was updated and revised as Avondale LIVE – a mixed use district that would include a movie and production studio district, commercial retail, and high density multifamily.

With no implementation of the PAD in nearly a decade, Virtua99 was approved as a mixed-use district. Original documents split the project between 64% residential and 36% commercial.



In the most recent iteration, however, the project is planned for residential uses on 81% of the property, split between single family, townhomes, and multifamily. The commercial plan is for a hotel site (3 acres) and small areas for retail (2.7 acres), restaurants (1.4 acres) and medical office (3.8 acres), all of which are much more locally focused and more appropriate for its location.



Similarly, the parcel north of the subject site was once the Entorno PAD in 2007. Entorno was envisioned as a mixed-use community espousing the live, work and play model. The overall land use plan was comprised of 160 acres with a mix of retail, higher density residential, office, hospitality and office flex.





Figure 2 - Conceptual Project Layout

In 2014, Entorno was rezoned to Parkside Village. Parkside Village is a mixed use community with a higher focus on residential development than the earlier plan. In 2014, the plan called for 73% residential uses and the remaining commercial uses, though the majority of the commercial use was labeled mixed use which can contain residential elements.



Indian School



Most recently, in 2019 Parkside Village was updated to include more residential development. Single family units increased from 412 units to 662 units and the multi-family designation was removed. Additionally, the mixed use region decreased in size from 33 acres to 21 acres and indicates plans for 300 loft units to be built within that area, which could absorb approximately 60% of the mixed use site for residential uses.



Indian School



5.2 Competitive Positioning

The eastern edge of the subject property and neighboring parcels within Avondale are more than a half mile from the Loop 101 and thus do not benefit from freeway visibility. In contrast, there are several hundred acres of vacant land with freeway frontage along just the Loop 101 corridor from McDowell Road to Camelback Road. In total, there are approximately 815 acres on the east and west side of the Loop 101 that have a competitive advantage over the subject site by having true freeway visibility and thus benefit from high freeway traffic volumes whereas the subject site does not.



Vacant Commercial/Mixed Use Land along Loop 101 Freeway



6.0 Findings & Conclusions

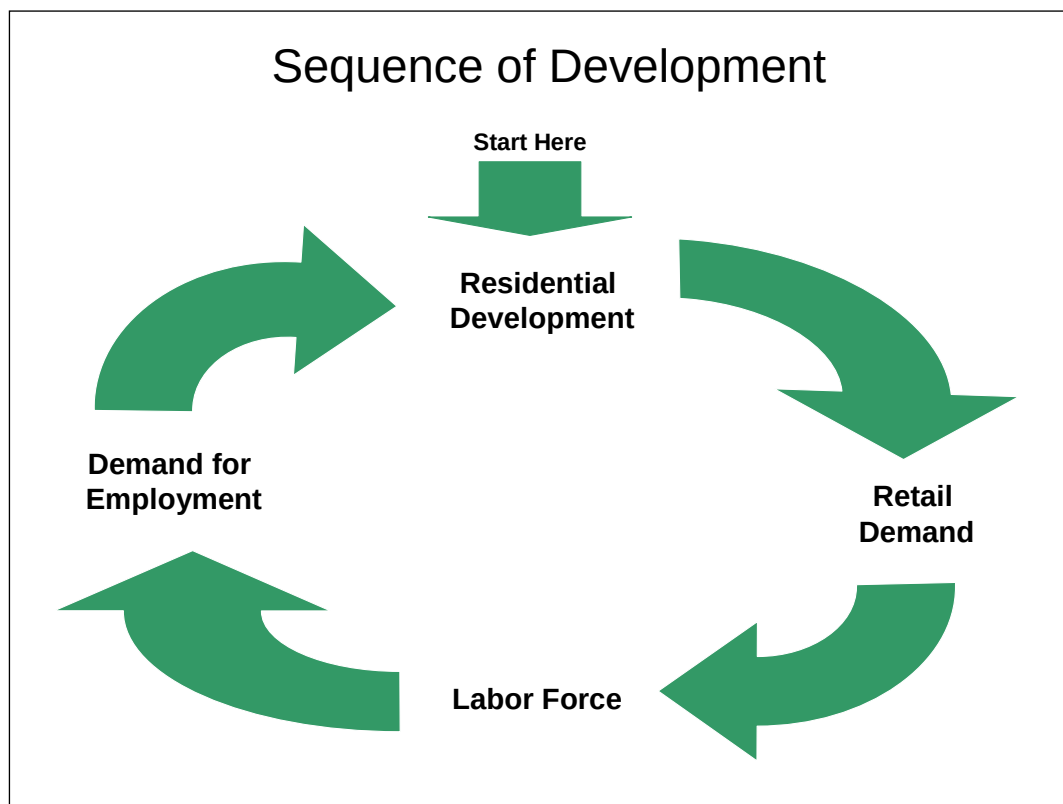
The following are major findings and conclusions with respect the current land use designations and zoning of the subject site compared to the proposed change to residential uses.

- Historical planning, zoning, and subsequent rezoning of neighboring projects such as Virtua99 to the south and Parkside Village immediately north of the subject site is consistent with market realities that the 99th Avenue Corridor is mistakenly categorized as a “Freeway Corridor” in Avondale. The eastern edge of the subject property and neighboring parcels within Avondale are more than a half mile from the Loop 101 and thus do not benefit from freeway visibility.
 - In each of the cases along 99th Avenue, the ultimate, market driven land uses are turning out to be much more suburban with a focus on residential products.
 - In contrast, there are several hundred acres of vacant land with freeway frontage along just the Loop 101 corridor from McDowell Road to Camelback Road. In total, there are approximately 815 acres on the east and west side of the Loop 101 that have a competitive advantage over the subject site by having true freeway visibility and thus benefit from high freeway traffic volumes whereas the subject site does not.
- The retail marketplace has been significantly impacted by both e-commerce and the rise of supercenters and warehouse clubs. For the Greater Phoenix area, the Great Recession resulted in much slower population and employment growth and retailers have become much more cautious planning for new stores. Some ten years after the end of the recession, retail development has not returned to prior construction levels. This trend may continue for the foreseeable future and will impact properties currently designated for commercial development.
 - The I-10 corridor is also well represented by major retailers. While there may be some voids in the market, they are few. Retail gap analysis suggests very little excess demand and where excess demand exists, it is insufficient to trigger new retail entrants.
- The office market is still relatively young compared to other regions of Greater Phoenix. The submarkets surrounding the subject site only account for approximately 3.2% of total inventory. Only 169,400 square feet of office space has been built (four developments) in



the market area over the last 10 years. Slow growth in office development is likely to continue for the foreseeable future.

- The proposed residential developments will help to support the retail assets within the City of Avondale. 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 existing retail assets and 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.



- The latest forecast for employment growth in Avondale concludes that the demand for additional commercial and employment land in Avondale will total approximately 900 acres through 2055. This compares favorably with the 3,141 acres of available commercial and employment land within the City. As noted previously, this is a conservative forecast that does not take into account:
 - The likely intensification of non-residential development in Avondale over the next 35 years.



- o The fact that redevelopment of existing industrial, commercial, and employment areas around the city will occur due to building obsolescence and age, freeing up more land for development in the future.

In our opinion, the rezoning of the subject site to residential uses will not affect the City of Avondale's efforts to continue to attract new commercial and employment to the community. The City has a significant inventory of commercial and employment land that will provide for the long-term economic health of the community. The site is also at a considerable competitive disadvantage as a commercial property compared to neighboring parcels with real freeway visibility. Finally, as a residential project, new residents will support existing and planned commercial development.



Exhibit G

Certificates of Adequate School Facilities

Fulton Homes Acclaim

- a) Pendergast Elementary School District
- b) Tolleson Union High School District



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment (GPA)/Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Sierra Avondale Project Manager: Stephen W. Anderson
Request: GPA and Rezone Acreage/Parcel Size: 149.69 net acres
Current Density Allowed: N/A Density Proposed: Up to 14 du/acre
Total number of residential units proposed: 676 dwelling units

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.

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: 1/14/2020

School District: Pindergeist Elem School District

District Superintendent: Dr. Lily Motos-DeBlieux

Phone #: 623-772-2800

E-mail: jfimbres@psdaz.org

Signature: _____

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

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondaleaz.gov/development/services



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment (GPA)/Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Sierra Avondale Project Manager: Stephen W. Anderson
Request: GPA and Rezone Acreage/Parcel Size: 149.69 net acres
Current Density Allowed: N/A Density Proposed: Up to 14 du/acre
Total number of residential units proposed: 676 dwelling units

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.

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: January 17, 2020

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4000

E-mail: nora.gutierrez@tuhsd.org

Signature _____

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

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentandservices

Exhibit H

Neighborhood Meeting Summary

Fulton Homes Acclaim

6:00 P.M. July 30, 2020

Neighborhood Meeting Summary

Fulton Homes Acclaim

**Major General Plan Amendment (Case PL-20-0043) and
Rezoning (Case PL-20-0086)**

NWC of 99th Avenue and Thomas Road

Submitted: August 3, 2020

Neighborhood Meeting

On July 30, 2020, representatives for Fulton Homes and Gammage & Burnham PLC attended a virtual neighborhood meeting hosted by the City of Avondale for the Fulton Homes Acclaim Major General Plan Amendment (Case PL-20-0043) and Rezoning (Case PL-20-0086). The meeting was held via Zoom per the COVID-19 pandemic:

<https://avondaleaz.zoom.us/j/6059027693>

Meeting ID: 605 902 7693

One tap mobile

+13462487799,,6059027693# US (Houston)

+16699009128,,6059027693# US (San Jose)

Vice-Mayor Pat Dennis and Planning Commission Chairman Dave Iwanski were in attendance. No neighbors attended. Additional attendees were Brian Craig of the City of Avondale, Stephen Anderson and Cheryl Griemsmann of Gammage & Burnham, Brian Nicholls of EPS Group, and Norm Nicholls of Fulton Homes.

Stephen Anderson gave a presentation about the project, including an overview of the open space, amenities and anticipated project schedule.

Brian Craig reported that the City of Phoenix is also involved in discussions regarding 99th Avenue, and that the applicant had provided an Economic Development report to the City regarding the General Plan Amendment.

Following the applicant's presentation and staff's remarks, Vice-Mayor Dennis had several questions.

Issue: How will the Fulton Homes project coordinate with the Parkside project to the north regarding both the tiling of the SARP Canal pedestrian connectivity?

Response: With respect to tiling the SRP Canal, Brian Nicholls reported that it has been coordinating with Taylor Morrison, the developer of Parkside, with the goal of having a single tiling effort, which would be more efficient. However, whether Parkside is ready to proceed or not, Fulton Homes will proceed with the tiling of its portion of the canal as soon as SRP and the BOR have issued the necessary approvals.

With respect to pedestrian connectivity, Fulton has three pedestrian trails exiting the north end of the Acclaim community. Fulton will work appropriately with City staff and Parkside to make sure that pedestrian connections do occur.

Question: What are the traffic counts on Thomas Road? Will left turns be an issue?

Response: Stephen Anderson affirmed that the traffic report indicates that traffic signals will not be warranted for the left turn movements exiting Acclaim onto the adjacent arterials. However, Mr. Anderson did not have those counts available at the time of the meeting, and indicated he would follow-up to communicate that information to the Vice-Mayor.

Issue: Will sports courts be lit at night?

Response: Norm Nicholls stated that all sport courts will be hardwired to provide lighting at night. Residents who wish to use the sport courts at night will be able to manually turn on the lights in 30-minute increments. Unlike continuous nighttime lighting that is available regardless of whether or not the courts are being used, this convenient access to on demand lighting conserves the energy use to only when it is needed. This limits the amount of nighttime lighting experienced by the homes closest to the sport courts. The hardwired lighting can easily be converted to solar sourced lighting if needed in the future.

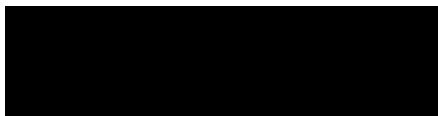
Issue: What will the walls of the future SRP well site look like?

Response: Norm Nicholls said the Applicant will include language in the land donation agreement requiring that the wellsite wall match that of the Project's perimeter wall. This will ensure a continuous and aesthetically pleasing wall.

Chairman Iwanski thanked the Applicant for investing in Avondale, and for acknowledging staff for their contributions to the Project.

The meeting ended at 7:00 p.m.

This summary has been prepared, reviewed and approved by Gammage & Burnham.



Stephen Anderson

RESOLUTION NO. 1072-1020

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 153.2 ACRES LOCATED AT THE NORTHWEST CORNER OF 99TH AVENUE AND THOMAS ROAD AS SHOWN IN APPLICATION PL-20-0043 FROM MIXED USE AND FREEWAY COMMERCIAL TO MEDIUM DENSITY RESIDENTIAL.

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 153.2 acres generally located at the northwest corner of 99th Avenue and Thomas Road, from Mixed Use and Freeway Commercial to Medium Density Residential, as shown in Application PL-20-0043 (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 notices 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 ARIZ. REV. STAT. § 9-461.06 and the General Plan, and due to the COVID-19 Pandemic, the Commission held (i) the first public hearing on the proposed General Plan Amendment via Zoom on August 19, 2020, and (ii) the second public hearing on the proposed General Plan Amendment via Zoom on September 16, 2020, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, and due to the COVID 19 Pandemic, the City Council held a public hearing on the proposed General Plan Amendment in the City Council Chambers and via Zoom on October 19, 2020.

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 153.2 acres generally located at the northwest corner of 99th Avenue and Thomas Road, as shown in Application PL-20-0043, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Mixed Use and Freeway Commercial to Medium Density Residential.

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, October 19, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

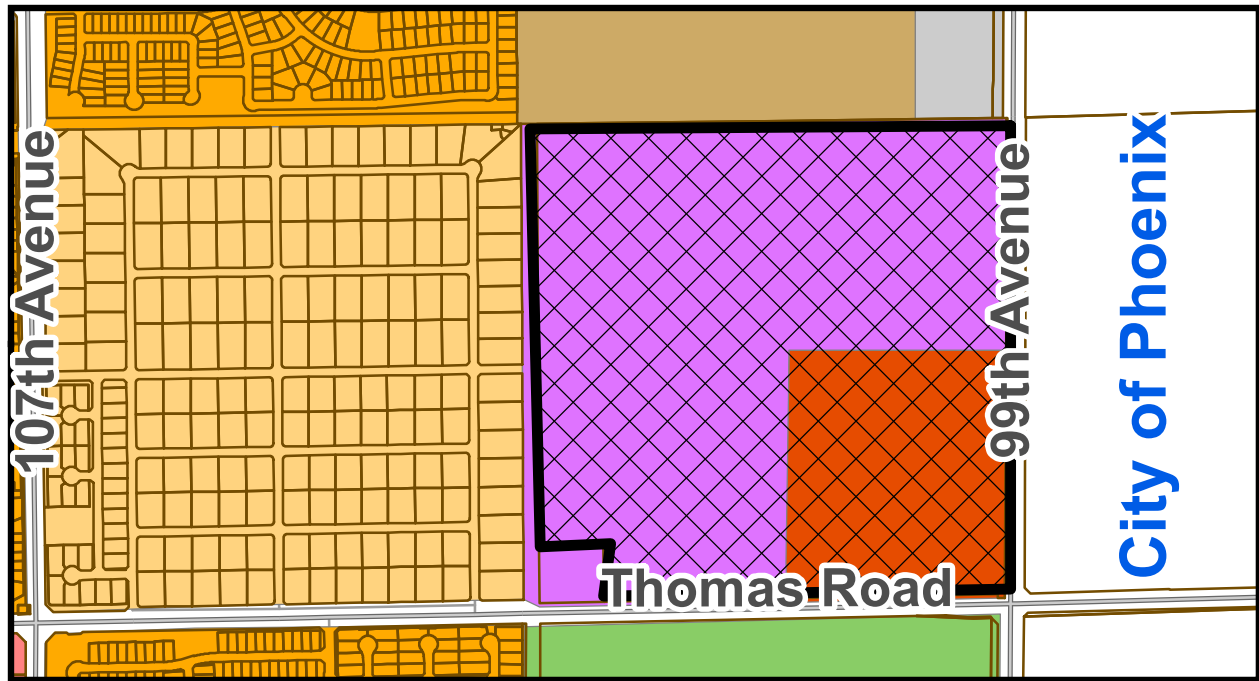
APPROVED AS TO FORM:

Nicholle Harris, City Attorney

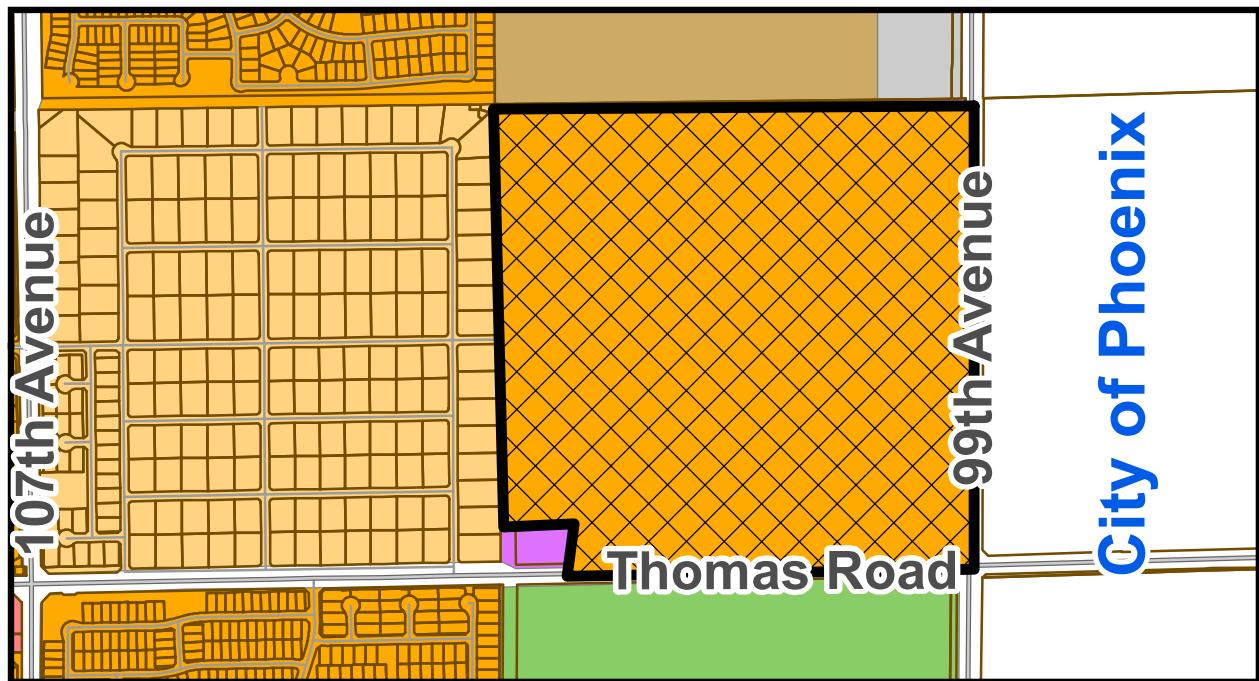
EXHIBIT A
TO
RESOLUTION NO. 1072-1020

[General Plan Amendment Map]

See following pages.



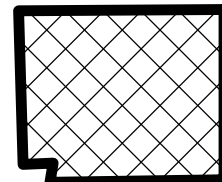
CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan 2030 Land Use

- | | |
|---|--|
|  Local Commercial |  Freeway Commercial |
|  Estate/Low Density Residential |  Office/Professional |
|  Medium Density Residential |  Mixed Use |
|  Medium/High Density Residential |  Open Space and Parks |



Subject Property

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2033-1020 - Rezoning from Community Commercial (C-2) to Planned Area Development (PAD) for Fulton Homes Acclaim - Application PL-20-0086

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

THROUGH: Tracy Stevens, Deputy City Manager

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

PURPOSE:

City Council will hold a public hearing and consider a request by Mr. Stephen W. Anderson, Gammage & Burnham PLC, to adopt Ordinance 2033-1020, rezoning 153.20 acres of land at the northwest corner of 99th Avenue and Thomas Road from Community Commercial (C-2) to Planned Area Development (PAD). The proposed Fulton Homes Acclaim PAD will allow for a 581-lot, master-planned single-family development at a density of approximately 4.0 dwelling units per acre. A request to change the General Plan 2030 Land Use Map designation of the property from Mixed Use and Freeway Commercial to Medium Density Residential (MDR) will be considered separately. The Council will take appropriate action

BACKGROUND:

The 153.20 gross acre subject property (Exhibits A and B) is located at the northwest corner of 99th Avenue and Thomas Road. The site is relatively flat, sloping generally east to west, with a Roosevelt Irrigation District (RID) canal bounding the property to the west. East of the RID canal, a portion of the project is encumbered by Federal Emergency Management Agency (FEMA) designated floodplain area; the applicant is addressing the condition through a Conditional Letter Of Map Revision (CLOMR) process with the City's assistance. Aboveground utilities, including power lines and a Salt River Project (SRP) lateral canal run along the property's 99th Avenue frontage. There is an existing SRP well site at the southeast corner of the property, which will be relocated with a future City Capital Improvement Project (CIP) when 99th Avenue is widened to its ultimate section. Additionally, SRP owns a 2.5-acre parcel southwest of the subject site, which is not a part of either the rezone or concurrent General Plan Amendment (GPA) request.

The site was annexed as part of a larger 470-acre annexation in October 1989 and was assigned Agricultural (AG) zoning with that annexation. In January 2001, the property was rezoned from AG to Community Commercial (C-2). The entirety of the site is currently zoned C-2, which allows for the development of commercial complexes providing goods and services to a community-wide trade area. The site is currently in agricultural production.

Approval of the concurrent Major General Plan Amendment (GPA) request will revise the land use designation on the property to Medium Density Residential (MDR). Approval of the Major GPA request is required in order

for Council to approve this rezoning request Presently, two (2) General Plan 2030 land use categories are designated over the subject property (Exhibit C), as follows:

- The majority of the site, approximately 114.73 acres, is designated Mixed Use. The Mixed Use category allows a mixture of residential and commercial uses at proportional ratios. This land use category seeks to encourage innovatively designed developments with core residential components and walkable live, work, and recreate opportunities.
- Approximately 38.47 acres at the property's southeastern corner are designated Freeway Commercial. The Freeway Commercial designation is intended to provide for a broad range of non-residential uses such as concentrated retail, hospitality, and related activity.

The property is also located within the boundaries of the Freeway Corridor Specific Plan (FCSP), which places a priority on the City's appearance from the Loop 101 freeway by establishing supplemental design requirements for sites adjacent to or visible from the freeway.

The existing uses and zoning of surrounding properties include:

- **North of the Osborn Road alignment:** Parkside Planned Area Development (PAD), a master planned 155-acre residential, mixed use, and office development with 662 single-family lots, 21.33 acres of Mixed Use, and 10.0 acres of planned Office adjacent to the Osborn Road alignment on the east end of the project.
- **East of 99th Avenue:** An undeveloped 141.42-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development – Mixed Use which allows for a combination of residential, commercial, and retail uses. The property is currently being farmed and a time frame for development is unknown.
- **South of Thomas Road:** A 68.5-acre property zoned Agricultural (AG) with a Special Use District (SUD) overlay for the Holy Cross Cemetery and Mortuary use, which occupies the site.
- **West:** Glenarm Farms, a 149-acre single-family development zoned RR-18 (Rural Residential, minimum 18,000 square foot lot area). The community is fully developed with 150 lots, many with accessory structures for the keeping of horses and livestock.

SUMMARY OF REQUEST:

Subject to City Council approval of the concurrent Major GPA application briefly discussed above, the applicant, Mr. Stephen W. Anderson, Gammage & Burnham PLC, is requesting to rezone the 153.20-acre property from Community Commercial (C-2) to Planned Area Development (PAD) for single-family residential use.

The proposed Fulton Homes Acclaim PAD Narrative (Exhibit E) defines permitted uses, development standards, design standards, open space, theming, and landscaping requirements, and off-site infrastructure requirements to guide platting and development of the planned Fulton Homes Acclaim community. The PAD Narrative also includes several plans and architectural drawings that illustrate the layout, design, and functionality of the proposed community, including a conceptual development plan, conceptual landscape plan, conceptual open space plan, conceptual street and pedestrian circulation plans, and a conceptual phasing plan.

Overall, the proposed Fulton Homes Acclaim PAD provides for development of up to 585 detached single-family residences on three different lot widths across approximately 146.34 net acres, at a density of

approximately 4.0 dwelling units per acre, and in conformance with the property's Medium Density Residential (MDR) General Plan 2030 Land Use designation. The proposed Fulton Homes Acclaim PAD partitions the property into a total of six (6) parcels of single-family lots and a 7.4-acre central park. The development parcels are comprised of the following dimensions and lot counts:

- Parcel 1, approximately 19.04 acres located adjacent to Thomas Road east of the primary entrance off Thomas Road, will be developed with 54 detached single-family residential homes on minimum 7,500 square foot lots (minimum 60'x125'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.
- Parcel 2, approximately 24.25 acres located at the southeast corner of the property immediately east of Parcel 1, will be developed with 89 detached single-family homes on minimum 6,000 square foot lots (minimum 50'x120'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.
- Parcel 3, approximately 27.65 acres located at the northeast corner of the property north of Parcel 2, will be developed with 142 detached single-family homes on minimum 4,140 square foot lots (minimum 45'x92'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.
- Parcel 4, approximately 24.3 acres located at the southwest corner of the property, will be developed with 62 detached single-family homes on minimum 7,500 square foot lots (minimum 60'x125'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.
- Parcel 5, approximately 35.55 acres located at the northwest corner of the site north of Parcel 4, will be developed with 152 detached single-family homes on minimum 6,000 square foot lots (minimum 50'x120'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.
- Parcel 6, approximately 13.49 acres located in the north central portion of the property east of Parcel 5 and north of the central park, will be developed with 82 detached single-family homes on minimum 4,140 square foot lots (minimum 45'x92'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.

The Fulton Homes Acclaim development will have two entrances, one off Thomas Road to the south, and one off 99th Avenue to the east. The new entrances will have landscaped medians and connect with the interior local road network branching off from the central park, which will be the focal point of the community.

Over 25 percent of the residential site area (approximately 36.85 acres) will take the form of open space dispersed throughout the community, in excess of the City's fifteen (15) percent minimum requirement. A range of amenities are provided to ensure open space areas will be usable by residents of all ages and abilities. Some of the more significant open space areas and amenities planned within Fulton Homes Acclaim include:

- A 7.4-acre centralized park featuring an aquatic center, clubhouse, great lawn, shaded playground, various sport courts, and covered seating and grill areas.
- A 12.16-acre linear active and passive open space area along the western perimeter of the site, which will have a full basketball court, sports field, large shaded playground, and shaded picnic areas.
- A 2.78-acre pocket park in the southeastern portion of the development with shaded playground and picnic areas, open turf area, and a half basketball court.

- A 1.13-acre pocket park in the northeastern portion of the development with shaded playground and picnic areas, and turfed playing area.
- A 0.99-acre pocket park in the northwestern portion of the development with shaded playground and picnic areas, and turfed playing area.
- A trail system linking all the open spaces as well as providing connections to the Parkside development to the north and exterior regional trail system.

The design theme of the proposed Fulton Homes Acclaim community is intended to evoke traditional neighborhood design and aesthetic. Recessed garages, covered porches, and naturally staggered building faces will give variety to the streetscape. Fulton Homes is planning to offer four (4) distinct architectural elevations across each of the three (3) home series, which coincide with the three (3) unique lots sizes. The development will offer a strategic mix of single-story, two-story, and loft style homes. Four (4) architectural styles were selected to provide diversity yet complementary designs for the development; the four (4) styles are Spanish, Cottage, Farmhouse, and Craftsman. In total with sixteen (16) color combinations, buyers will be able to choose from 76 home floor plan and elevation design combinations.

The architectural requirements and conceptual elevations contained within the proposed PAD will result in an attractive development that is in conformance with the City's Single-Family Residential Design Manual and provides for ample diversity between house plans and elevations. Floor plans and elevations for single-family house products within Fulton Homes Acclaim will require City administrative approval. As with all new residential development, the City will expect any proposed products to meet requirements of the Design Manual to reduce garage dominance, create visually interesting streetscapes, and promote architectural variety throughout the community.

The developer expects to complete the project in two phases. Phase 1 consists of roughly the eastern half of the development, and the second phase will consist of the remaining western half of the project. The large central park will be developed with the first phase of the project. Additionally, all three lot sizes will be offered in both phases of the project. The improvements to 99th Avenue, including required off-site improvements, cannot be completed until after the SRP irrigation ditch is tiled and converted to underground. The developer must time the irrigation tiling with the seasonal "dry-up" periods; the developer intends to complete the work during the January 2022 dry-up.

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, July 30th. Due to the ongoing Covid-19 pandemic, the meeting was held via Zoom teleconferencing. 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 Southwest Valley Arizona Republic, were completed at least fifteen (15) days prior to the meeting as required. A summary of the neighborhood meeting is included with this staff report as Exhibit H. In addition to City Staff and the applicant's team, Vice Mayor Pat Dennis and Planning Commission Chair David Iwanski attended the virtual meeting. Discussion was primarily related to the following topics:

- **Will improvements to 99th Avenue be affected by the timing of improvements planned by the Parkside development?** The applicant indicated they are coordinating tiling the SRP canal during the same dry-up period, January 2022, as the Parkside development. If Parkside were to halt development it would delay Fulton Homes Acclaim approximately nine (9) to twelve (12) months, but would not prevent Fulton Homes Acclaim from moving forward.

- **Will left-turn movements from vehicles exiting the development be an issue without a traffic control signal?** The applicant responded that the traffic report did not indicate a need or warrant for traffic control signals.
- **Is there an opportunity for a pedestrian connection with the Parkside development along the west open space corridor?** The applicant and City Staff indicated that a discussion would be held with the Parkside developer regarding a regional trail connection.
- **Will sport courts be lit at night?** The applicant indicated the sport courts would all be lit and utilize a photocell with manual controls so that residents can turn on the sport court lighting as needed at night. The lights will automatically turn off after 30 minutes but can be turned on again manually as needed by residents.
- **What is the plan/design for the future SRP well site on the southeast corner of the project, will the screen walls match?** The applicant indicated the future well site involves a large land donation and that Fulton Homes Acclaim will ensure the screen wall for the well site matches the development walls and theming when built by incorporating requirements in the donation agreement.

One comment pertaining to the proposal was posted on the City's aVOICE/Polco digital forum, as follows, "Authorize construction - Build the homes as fast as you can."

All required notifications for the Planning Commission and City Council public hearings, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic, were completed at least fifteen (15) days prior to the meeting as required. No additional public comments beyond what is noted above have been received to date.

PLANNING COMMISSION ACTION:

As required for Major General Plan Amendments, Planning Commission held an initial public hearing on the concurrent GPA request to allow for public comment on August 19, 2020. One person, Tim Overton, a resident and homeowner of property located in Glenarm Farms, spoke during the public hearing regarding the proximity of the project to his property. The applicant, Mr. Stephen W. Anderson, Gammage & Burnham PLC, responded that one of the project's main features is the 25% of planned open space, twelve (12) acres of which separate the residential portion of the development from the Glenarm Farms neighborhood. Further, Mr. Anderson confirmed setbacks of 300 to 500 feet are planned from the Fulton Homes Acclaim western edge to the first residential structure and no wall is planned in the open space. No other comments or questions were provided by the public or the Commission.

Planning Commission conducted a public hearing on September 16, 2020 regarding this request and voted 4-0 to recommend approval of the proposed rezoning. No members of the public or Commissions provided comments or questions.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is located in the service areas of the Pendergast Elementary School District (PESD) and the Tolleson Union High School District (TUHSD). Both PESD and TUHSD have provided the City with Certificates of Adequate School Facilities signed by Superintendent Dr. Lily Matos-DeBlieux and Superintendent Ms. Nora Gutierrez, respectively (Exhibit G), stating that the districts have adequate capacity and no school site is needed within the development.

ANALYSIS:

Section 603 of the Zoning Ordinance establishes five (5) criteria that any request for PAD zoning must meet.

Listed below are each of the five (5) criteria followed by an analysis of each:

1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).

The proposed Fulton Homes Acclaim PAD conforms to the property's General Plan Land Use Map designation of Medium Density Residential (MDR) and to the Freeway Corridor Specific Plan.

The MDR category allows for development of single-family residential homes with an allowable density range of 2.5 to 4.0 units per acre, with a target density of 2.5 units per acre; density beyond the target can be permitted if a proposed development exhibits exceptional design, including provision of open space beyond minimum requirements. The proposed Fulton Homes Acclaim PAD provides for usable, amenitized open space across 25 percent of the site, with unique features including a 7.4-acre central park with a 5,000 square foot pool and aquatic center, multiple sport courts, and a great lawn for community events. Additional pocket parks are located throughout the community with shaded seating and tot lot playgrounds. The proposed design concept greatly exceeds the City's fifteen (15) percent minimum requirement and justifies the proposed density of approximately 4.0 units per acre.

The Freeway Corridor Specific Plan lists pedestrian/bicyclist friendly developments and enhanced sense of place through aesthetic treatments and visual gateways as primary goals of the Plan. Fulton Homes Acclaim's prominent landscaped median entries, architecturally integrated theme walls, and variety of elevations and building heights creates visual interest and appeal. The interconnected park and trail system links with both the Parkside neighborhood to the north and with regional trails creating a welcoming environment for pedestrians and bicyclists.

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.

The City's R1-5 is used as the basis for the PAD's development standards. In line with current trends related to larger homes with less yard maintenance, the developer is requesting modifications from these base standards as it relates to lot size, lot depth, building coverage, and setbacks. The modifications are primarily related to the smaller 45-foot wide lots, which are considered starter homes in the product offering. The minimum depth of the 45-foot wide lots is proposed at 92 feet, which is eight (8) feet shorter than the R1-5 minimum of 100 feet; some lots will exceed the minimum depth. Additionally, the minimum net site area of the 45-foot wide lots will be 4,140 square feet as opposed to the R1-5 minimum of 5,000 square feet. The proposed building coverage for the 45-foot wide lots is set at a maximum 55 percent, rather than the base R1-5 requirement of 45 percent, in line with the reduced depth. All three (3) lot sizes in the development are designed to meet the minimum 20-foot building setback to the garage face. However, the setback to the livable space and/or front porch is proposed at ten (10) feet and twelve (12) feet for the 45-foot wide and the 50-foot wide lots, respectively, rather than the R1-5 requirement of fifteen (15) feet. With those exceptions, proposed development standards meet or exceed Zoning Ordinance minimums.

Smaller lot sizes and reduced setbacks can pose challenges, particularly in regard to ensuring streetscapes are not dominated by homes that are homogeneous in appearance and where the garage door becomes the focal point of the neighborhood. To alleviate these concerns, the proposed PAD limits the smallest lots to less than 30 percent of the total residential lot area and added design enhancements such as covered porches, and a variation of the streetscape with four (4) floor plan options each with four (4) elevation choices. Adherence to the design requirements of the PAD along with the City's Design Manual will ensure that streetscapes are interesting and provide for ample variety.

The PAD meets all applicable planning, zoning, and engineering requirements and regulations or provides for alternate standards that achieve the City's goals for quality development.

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 Fulton Homes Acclaim is an infill site with developed or developing areas on all sides, nearly all the necessary infrastructure is in place to serve the site. Thomas Road is built to its full design standard and no improvements beyond minimal sidewalk, landscaping, and lighting is needed. While 99th Avenue is not currently built to its full design standard, it is built to an adequate width, a four-lane standard widening to five-lanes at the intersection, to serve the full Fulton Homes Acclaim build-out. A future City of Avondale Capital Improvement Project (CIP) will be pursued to develop 99th Avenue to its full design section of six (6) lanes with dual left turns at Thomas Road. Adequately sized water and sewer infrastructure is currently available in Thomas Road to serve this project. The developer will extend water and sewer system improvements within the development necessary to serve the future residents of Fulton Homes Acclaim and will underground existing aboveground irrigation canals and utility poles under 69kV to enhance both the functionality and aesthetics of the site.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

The proposed PAD, with a planned density of 4.0 dwelling units per acre, is consistent with the Parkside master planned community adjacent to this project and currently under construction. Additionally, the developers of Parkside and Fulton Homes Acclaim are partnering to create three (3) trail connection along the shared property line of the developments. The Fulton Homes Acclaim PAD also incorporates design measures that are intended to limit impacts on existing large lot, rural residences to the west of the site, including maximizing development setbacks to approximately 500 feet between the back wall of the Glenarm Farm residences and the Fulton Homes Acclaim lots and providing landscaping instead of block walls in the western open space area. The planned Fulton Homes Acclaim development is compatible with existing and planned adjacent development.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

As noted in the analysis of Finding #2, the City's R1-5 zoning district is used as the basis for the PAD's development standards. Where modifications are proposed, they are consistent with previously approved developments in the City such as Parkside, Alamar, and Verde Trails. By developing in accordance with the design and development standards contained within the PAD, the proposed Fulton Homes Acclaim community will help to further Avondale's overall development goals and objectives. The variety of floor plans and available elevation and color options will ensure there is interest and unique character in this development that will be complementary to existing and developed residential to the north and west.

DISCUSSION:

The proposed PAD meets the following findings:

1. The proposed Fulton Homes Acclaim PAD is in conformance with the property's General Plan 2030 Land Use Map designation of Medium Density Residential.
2. The proposed Fulton Homes Acclaim PAD is in conformance with the Design Manual for Single-Family Residential Development.
3. The proposed Fulton Homes Acclaim PAD will result in compatible land use relationships.

4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer with the Fulton Homes Acclaim project.
5. 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: 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: Encourage build-out in residential housing opportunities that support diverse housing options.
- 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** the Ordinance approving Application PL-20-0086 Fulton Homes Acclaim, a request to rezone approximately 153.20 acres from Community Commercial (C-2) to Planned Area Development (PAD), subject to the following seven (7) conditions of approval:

1. Development shall conform to the Fulton Homes Acclaim Planned Area Development Narrative date stamped September 2, 2020, except as modified by these conditions.
2. No more than 30 total new home permits will be issued by City until the developer has constructed an approved secondary fire access and completed construction of an operational temporary or permanent looped water system in a manner acceptable to the City.
3. The City shall issue up to a maximum of 75 certificates of occupancy and 150 building permits prior to the developer converting power lines less than 69 kV and the SRP irrigation canal on or adjacent to the property to underground.
4. Except as otherwise required by Conditions #2 and #3 above, all required infrastructure improvements within the public right-of-way on the exterior of the property shall be completed prior to completion of Phase I homes and before issuing the first certificate of occupancy in Phase II.
5. The developer shall be responsible for fiber conduit installation within the City's public right-of-way along 99th Avenue and Thomas Road in accordance with the City's Transportation Plan and development codes.
6. The Salt River Project (SRP) open channel shall be piped to the south side of Thomas Road and channeled back to the existing open channel by the developer. The old box culvert under Thomas Road shall be abandoned in place in coordination with Maricopa County Department of Transportation (MCDOT).

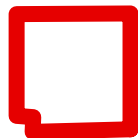
7. Grandfathered groundwater rights for the property must be extinguished and pledged to the City of Avondale's designated account (26-002003.0000) prior to issuance of any construction permits for any portion of the project.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-20-0086 Fulton Homes Acclaim, a request to rezone approximately 153.20 acres from Community Commercial (C-2) to Planned Area Development (PAD), subject to seven (7) recommended conditions of approval as listed in the staff report.

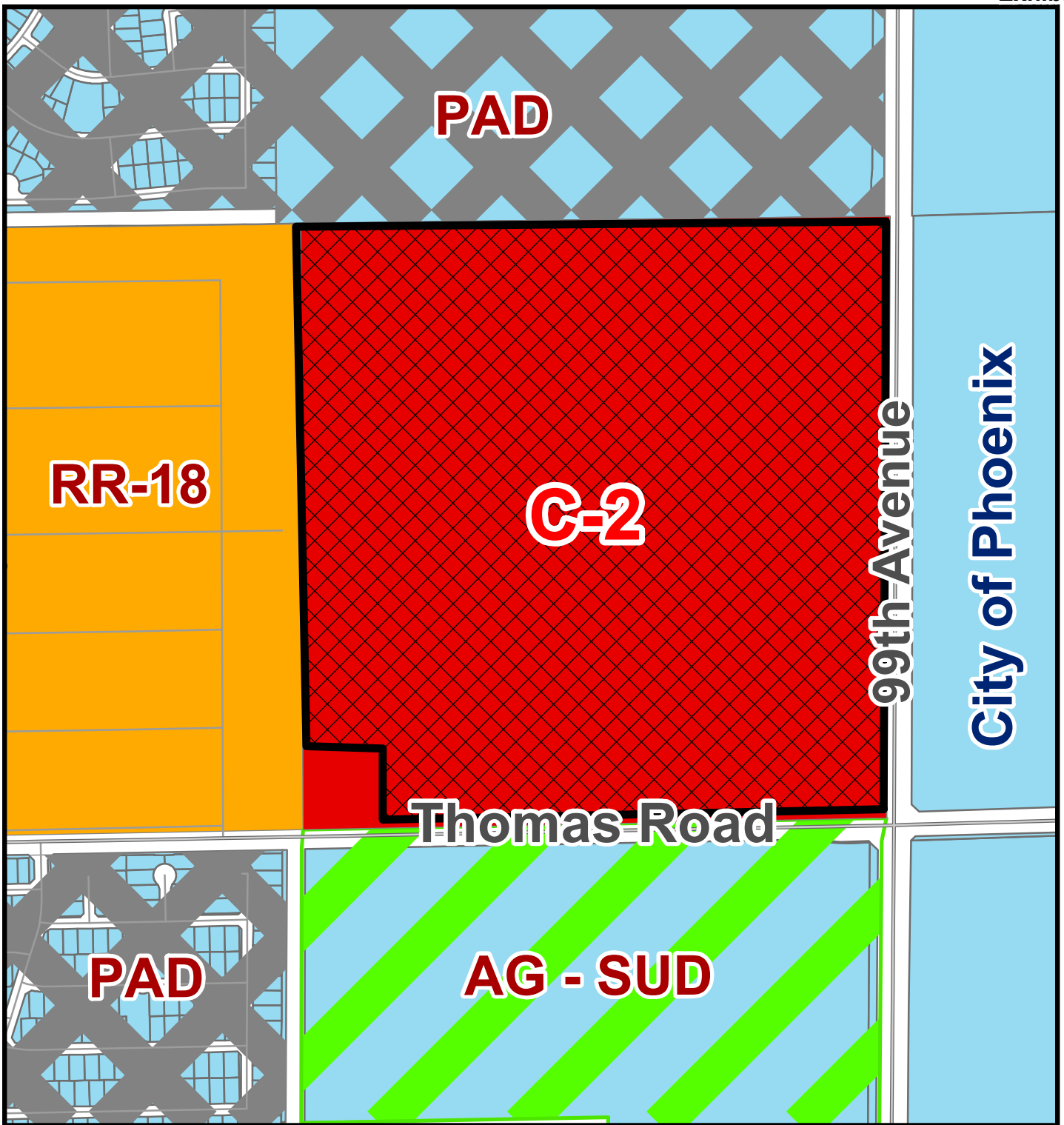


Aerial Photograph

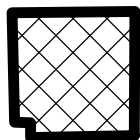


Subject Property



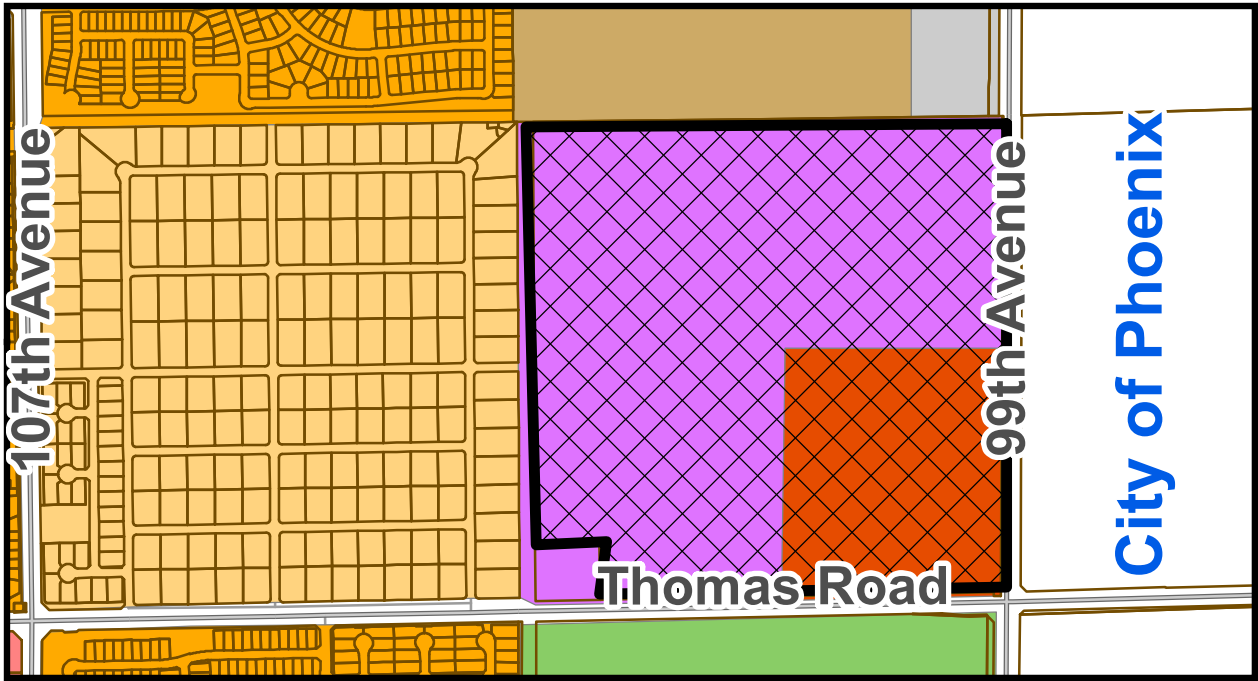


Zoning Vicinity Map

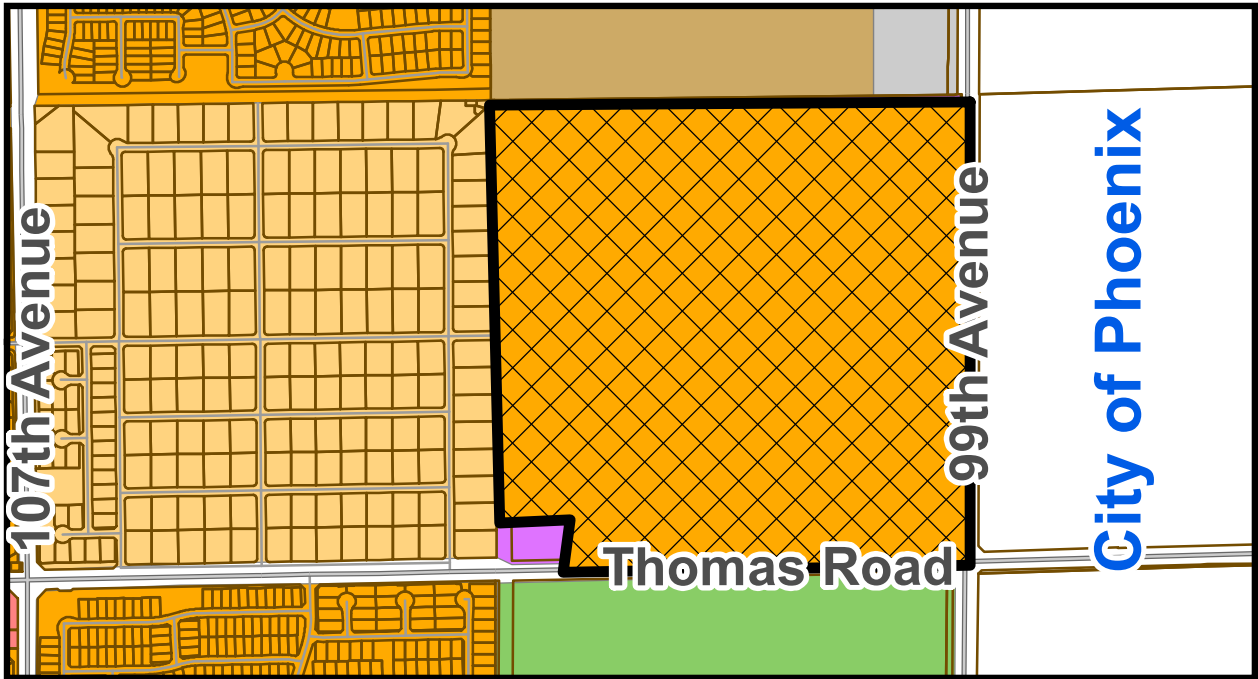


Subject Property





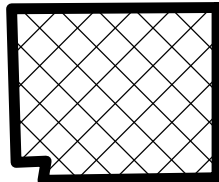
CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan 2030 Land Use

- | | |
|---|--|
|  Local Commercial |  Freeway Commercial |
|  Estate/Low Density Residential |  Office/Professional |
|  Medium Density Residential |  Mixed Use |
|  Medium/High Density Residential |  Open Space and Parks |



Subject Property

SUMMARY OF RELATED FACTS

APPLICATION PL-20-0086

THE PROPERTY	
PARCEL SIZE	Approximately 153.20 gross acres
LOCATION	Northwest corner of 99 th Avenue and Thomas Road
PHYSICAL CHARACTERISTICS	The rectangular site is relatively flat, sloping generally east to west with a Roosevelt Irrigation District (RID) canal bounding the property to the west. East of the RID Canal a portion of the project is encumbered by FEMA designated floodplain area; the applicant is addressing the condition through a CLOMR process with the City's assistance. Above-ground utilities, including power lines and a Salt River Project (SRP) lateral canal run along the property's 99th Avenue frontage. There is an existing SRP well site at the southeast corner of the site, which will be relocated with a future City CIP project when 99th Avenue is widened to its ultimate section. Additionally, SRP owns a 2.5-acre parcel southwest of the subject site, which is not a part of the proposed General Plan Amendment (GPA)
EXISTING LAND USE	The entire site is currently used for agricultural production.
EXISTING ZONING	The entirety of the site is currently zoned Community Commercial (C-2), which allows for the development of commercial complexes providing goods and services to a community-wide trade area.
ZONING HISTORY	The site was annexed as part of a larger 470-acre annexation in October 1989 and was assigned Agricultural (AG) zoning with that annexation. In January 2001, the property was rezoned from AG to C-2.

SURROUNDING ZONING AND LAND USE	
NORTH OF THE OSBORN ROAD ALIGNMENT	Parkside PAD, a master planned 155-acre residential, mixed use, and office development with 662 single-family lots, 21.33 acres of Mixed Use, and 10.0 acres of planned Office adjacent to the Osborn Road alignment on the east end of the project.
EAST OF 99 TH AVENUE	An undeveloped 141.42-acre property located in City of Phoenix's jurisdiction. The property is zoned Planned Unit Development – Mixed Use which allows for a combination of residential, commercial and retail uses. The property is current being farmed and a time frame for development is unknown.
SOUTH OF THOMAS ROAD	A 68.5-acre property zoned Agricultural (AG) with a Special Use District (SUD) overlay for the Holy Cross Cemetery and Mortuary use, which occupies the site.
WEST	Glenarm Farms, a 149-acre single-family development zoned RR-18 (Rural Residential, minimum 18,000 square foot lot area). The community is fully developed with 150 lots, many with accessory structures for the keeping of horses and livestock.

GENERAL PLAN

Presently, two (2) General Plan 2030 land use categories are designated over the subject property (Exhibit C), as follows:

- Most of the site, approximately 114.73 acres, is designated **Mixed Use**. The Mixed Use category allows a mixture of residential and commercial uses at proportional ratios. This land use category seeks to encourage innovatively designed developments with core residential components and walkable live, work, and recreate opportunities.
- Approximately 38.47 acres at the property's southeastern corner are designated **Freeway Commercial**. The Freeway Commercial designation is intended to provide for a broad range of non-residential uses such as concentrated retail, hospitality, and related activity.

PUBLIC SCHOOLS

SCHOOL DISTRICT(S)	Pendergast Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Pendergast Elementary School
HIGH SCHOOL	Westview High School

ADJACENT STREETS

99th Avenue

Classification	Arterial
Existing half-street ROW	55 feet
Standard half-street ROW	70 feet
Existing half-street improvements	Two (2) travel lanes and half-center turn lane
Standard half-street improvements	Three (3) travel lanes, deceleration lane (when warranted), half landscaped median, bike lane, sidewalk, curb, gutter, street lights, landscaping, and undergrounding of above-ground utilities and irrigation channels.

Thomas Road

Classification	Arterial
Existing full-street ROW	55 feet
Standard full-street ROW	55 feet
Existing full-street improvements	Two (2) travel lanes, dedicated left-turn lane, curb, gutter, and median landscaping
Standard full-street improvements	Two (2) travel lanes, dedicated left-turn lane, sidewalk, curb, gutter, median and back of sidewalk landscaping, street lights.

UTILITIES

Future development on the site will access existing 16-inch water line in Thomas Avenue. Sewer service to the site will be accommodated by an existing 12-inch main line in Thomas Road.

Salt River Project (SRP) provides electrical service in this portion of the City.

Exhibit E

Fulton Homes Acclaim PAD Narrative

Fulton Homes Acclaim
Planned Area Development
Northwest corner of 99th Avenue and Thomas Road

Planned Area Development
Development Narrative
PL-20-0086

1st Submittal: April 30, 2020
2nd Submittal: July 20, 2020
3rd Submittal: September 2, 2020

Development Team

Developer	Fulton Homes Norm Nicholls 9140 S. Kyrene, Ste. 202 Tempe, AZ 85284 Phone (480) 753-6789 email nnicholls@fultonhomes.com
Planning & Landscape Architect	EPS Group Josh Hannon & Aliza Sabin 1130 N. Alma School Road, Ste. 120 Mesa, AZ 85201 Phone (480) 503-2250 Email josh.hannon@epsgroupinc.com Email aliza.sabin@epsgroupinc.com
Civil Engineer	EPS Group Brian Nicholls, PE 1130 N. Alma School Road, Ste. 120 Mesa, AZ 85201 Phone (480) 503-2250 Email brian.nicholls@epsgroupinc.com
Traffic Engineer	Summit Land Management Paul Basha 7144 E. Stetson Drive, Ste. 300 Scottsdale, AZ 85251 Phone (480) 505-3931 Email pbasha@summitlandmgmt.com
Legal Representative	Gammage & Burnham, P.L.C. Stephen Anderson 40 N. Central Avenue, 20 th Floor Phoenix, AZ 85004 phone (602) 256-4422 fax (602) 256-4475 email sanderson@gblaw.com
Housing Product Architect	Linderoth & Associates Tim Dodt 8135 E. Indian Bend Road, Ste. 103 Scottsdale, AZ 85250 Phone (480) 941-0840 Email timd@linderoth.com
Owner's Representative	Chris Webb Rose Law Group pc 7144 E. Stetson Drive, Ste. 300 Scottsdale, AZ 85251 Phone (602) 214-6286 Email cwebb@roselawgroup.com

TABLE OF CONTENTS

INTRODUCTION AND OPENING STATEMENT..... 1

THE EXISTING PROPERTY AND ITS CONTEXT 3

PROPOSED LAND USES..... 7

DENSITY 8

OPEN SPACE AND LANDSCAPING 9

DEVELOPMENT STANDARDS..... 14

ARCHITECTURAL DESIGN 20

INFRASTRUCTURE 23

SIGNAGE..... 27

CONCLUSION..... 28

EXHIBITS..... 29

Fulton Homes Acclaim

Rezoning Request for Planned Area Development

NWC of 99th Avenue and Thomas Road

INTRODUCTION AND OPENING STATEMENT

Fulton Homes is requesting a Rezoning (the “Rezoning”) of the vacant, infill parcel located at the northwest corner of 99th Avenue and Thomas Road (the “Property”) to accommodate the development of a single family residential, master planned community called Fulton Homes Acclaim. See **Exhibits 1 and 2, Proposed Land Use Development Map and Site Plan**. The Property is 153.20 gross acres and 146.34 net acres, when adjusted to account for a dedication of 37 additional feet of right of way for 99th Avenue. Fulton Homes Acclaim will include a variety of single family home options, with proposed lot sizes ranging from 45 foot wide, 4,100 square foot lots up to 60 foot wide, 7,400 square foot, executive-home size lots. Fulton Homes intends to develop a maximum of 585 individual home sites on the Property, with an overall project density not to exceed 4.0 du/ac. The conceptual site plan submitted with this application reflects 581 lots; the final count will be determined during the Platting process.

Fulton Homes Acclaim is setting aside one out of every four acres -- 25% -- of the Property for open space. As a result, this community will have an abundant range of highly amenitized, active and passive recreational opportunities, dwarfing the City’s requirement for 15% open space in a PAD. The conceptual site plan reflects a large central park site, including a substantial aquatic center, to serve the entirety of the community, as well as additional local parks within each of the various smaller neighborhoods, all linked by an extensive pedestrian trail system. In addition to these amenities, there is a large drainage area adjacent to the Roosevelt Irrigation District (RID) Canal that is located along the western perimeter of the Property, which Fulton Homes will transform into a significant area of open space, amenities, and trails.

To achieve its vision for this master planned community, Fulton Homes is specifically seeking to rezone this infill Property from C-2 to Planned Area Development (PAD). See **Exhibit 3, Proposed Zoning Map**. In accordance with Section 602.A of the City’s Zoning Ordinance (“Zoning Ordinance”), the City of Avondale “comparable Zoning district” for this PAD is R1-5. Specific variations in this master planned PAD from the standards of the comparable Zoning district are detailed later in this narrative.

As a general matter, Fulton Homes Acclaim will comply with other City requirements and guidelines through and following this PAD process. Specifically, Fulton Homes intends to submit its Preliminary Plat and Comprehensive Sign Plan applications shortly after the City’s first formal review of this Rezoning application. That will allow the City to perform its Subdivision regulations review at the same time as its review of this PAD, as encouraged by Section 602.C of the Zoning Ordinance. The forthcoming Plat will also identify the role of the HOA with regard to common areas, in accordance with Section 604.J of the Zoning Ordinance. In addition, Fulton Homes intends to develop Fulton Homes Acclaim in a manner generally consistent with the City’s Single

Family Residential Design Manual, as suggested by Sections 602.E and 604.F., G., and H. of the Zoning Ordinance. To the extent the design of Fulton Homes Acclaim is inconsistent with the standards set forth in the Single Family Residential Design Manual, this PAD narrative and its Exhibits shall control. Per Section 604.A.3, the requirements of the Zoning Ordinance, as amended, shall apply, except where explicitly stated otherwise herein by this PAD. Per Chapter 19 of the Avondale Municipal Code, Article VI, the requirements of the Subdivision Regulations, as amended, shall apply, except where explicitly stated otherwise herein by this PAD.

THE EXISTING PROPERTY AND ITS CONTEXT

Fulton Homes' proposed development will make beneficial economic use of an underutilized infill property. Current adjacent properties will not be adversely impacted by the proposed master planned PAD. The purpose of this portion of the PAD narrative is to comply with Section 604.A.1. and .2 of the Zoning Ordinance.

The Property's Location and Condition

The Property is near the northeastern corner of the City, bounded by the W. Osborn Road alignment on the north, N. 99th Avenue on the east, W. Thomas Road on the south, and the RID canal on the west. As previously indicated, the Property is 153.20 gross acres, and 146.34 net acres. The County Assessor identifies the Property as Maricopa County Assessor Parcel Number 102-27-007N. See **Exhibits 4 and 5, Property Boundary and Legal Description**.

The Property is currently used for crop cultivation. An unpaved road bisects the middle of the Property in a north-to-south fashion. There is a single, unremarkable silo near the north perimeter of the Property that will be removed at the time of development. The land is generally flat, and slopes gently downward from east to west.

Speaking regionally, the Property enjoys close proximity to the Loop 101 and I-10 freeways. The Loop 101 freeway is about a half-mile to the east along Thomas Road. Interstate 10 is approximately a mile and a quarter south along 99th Avenue. As a result, Fulton Homes Acclaim will provide residents with access to two major traffic corridors. This convenient location will attract residents who commute to area employment, retail, educational and other destinations.

The Property's Relationship to the General Plan

The Property is currently designated on the City General Plan for Mixed Use and Freeway Commercial land uses. In advance of submitting this Rezoning request, Fulton Homes has filed a General Plan Amendment request (Case No. PL-20-0043). With staff's guidance, Fulton Homes will be seeking to change the General Plan designation on the Property to Medium Density Residential.

Fulton Homes Acclaim's consistency with the policies and guidelines of the General Plan and any relevant specific plans is addressed in that contemporaneously filed application, meeting the requirement of Section 601.G of the Zoning Ordinance. Per direction from staff, we are not reiterating that analysis in detail here, and instead incorporating that application by this reference. If that General Plan Amendment is approved, the Fulton Homes Acclaim project will be compatible with the Property's General Plan designation.

Surrounding Properties and Uses: Irrigation Districts

Consistent with its agricultural history, the Property is ringed by irrigation district land and uses. Those irrigation lands and facilities substantially shape any development of the site. Fulton

Homes and the current property owner are already hard at work to address the relationship between Fulton Homes Acclaim and those facilities.

- As previously noted, there is an RID Canal along the west perimeter of the Property. That RID Canal creates a drainage condition on the east side of that canal that Fulton Homes Acclaim will have to respect with a significant setback, a site challenge which this Request converts into a major open space opportunity. The existing property owner has already been working with City engineering staff on a related CLOMR application to address that condition, and Fulton Homes has joined that effort.

In addition to the RID Canal, there are Salt River Project (SRP) rights both at the southwest corner of the Property and along the eastern edge of the Property.

- At the southwest corner of the Property, SRP owns a 2.63 acre parcel of land (APN 102-27-007K) that is not a part of the Property or the Fulton Homes Acclaim project. SRP has exclusive control of that out parcel, and intends to use that parcel for its own needs. At this time, Fulton Homes is not aware of SRP's specific plans for that parcel.
- Along the eastern edge of the Property, there is an existing SRP lateral canal that will have to be tiled as part of the development of this project. "Tiling" is an innocent sounding term for the process of relocating a vital, open, 18 foot wide ditch into a functioning, underground, 90-inch diameter pipe. The pipe obviously has to be built first before the ditch can be removed. Throughout the planning of the Acclaim project, Fulton Homes has worked closely with SRP and the City on the design and timing of the tiling effort. The now agreed upon design involves the following sequence: 1) securing new right of way from the Bureau of Reclamation to the west of the ditch to create space for the pipe; 2) constructing the pipe all the way along the east edge of the Property, continuing that pipe underneath Thomas Road, daylighting it on the south side of Thomas Road, and finally rerouting the ditch on the south side of Thomas Road to connect to the pipe; 3) during a January SRP dry-up period, actually re-routing the water flow into the new pipe; and only then 4) removing the ditch. It should be noted that the portion of the ditch that currently runs underneath Thomas Road in a box culvert will be abandoned in place. Fulton Homes hopes to be able to implement this sequence of events to hit SRP's January 2022 dry-up window, but it would be prudent to anticipate that this may not occur until the January 2023 dry-up.
- Finally, SRP owns an 1,800 square foot parcel (APN 102-27-003) located at the northwest corner of 99th Avenue and Thomas Road (creating a notch at the southeast corner of the Property), where it operates a functioning a well site. Again, this separately owned parcel is not a part of the proposed project, and Fulton Homes has no authority over that parcel. With respect to the tiling process described above, the existing ditch is on the east side of this well site, and the new 90-inch pipe will run on the west side of this well site. In the future, SRP plans to relocate this well to a new, larger, nearby location. Fulton Homes has agreed to provide that 15,000 square foot – more than eight times as large as the current

site -- well site at no cost to SRP, and to also provide an access easement to the new well site, also at no cost.

Surrounding Properties and Uses: Beyond the Irrigation Districts

Beyond the adjacent irrigation facilities, a mix of agricultural, residential and open space properties surround this infill Property.

Beginning to the north, from the Osborn Road alignment to W. Indian School Road are fallow agricultural fields. However, this area is the site of the recently approved Parkside Village PAD Major Amendment, which will feature a mix of uses, primarily single family residences. The Fulton Homes Acclaim proposal will be compatible with that recent approval. More detailed information about specific planning steps in response to the Parkside Village project are provided later in this narrative.

To the east across 99th Avenue, there are more agricultural fields. These lands are also the subject of an existing Master Plan approval in the City of Phoenix known as the Algodon Center. The owner of the Property also owns this land to the east, and is supportive of Fulton Homes' proposal.

A cemetery is to the south of the Property, across Thomas Road, which is itself a four-lane roadway with a turn pocket and hardscaped median. It should be noted here that while the cemetery property has dedicated right of way for an expanded 99th Avenue south of Thomas Road, the cemetery did not make any actual improvements in that expanded right of way. As a result, south of Thomas Road, the pavement of 99th Avenue is primarily on the east side of the section line, meaning that any improvements to 99th Avenue made as part of the Fulton Homes Acclaim project will need to taper back to that existing alignment.

Finally, the large-lot, Glenarm Farms single family subdivision is to the west, separated from the site by the RID Canal, a setback that will be increased by the aforementioned open space area Fulton Homes is creating on the Property. As a result of this amenity, the homes at Glenarm Farms will be hundreds of feet away from the homes at Fulton Homes Acclaim. See **Exhibit 6, Western Boundary Exhibit**.

TABLE 1: SURROUNDING LAND USES

Direction	General Plan Designation	Zoning
North (Avondale)	Medium/High Density Residential Office Mixed Use	PAD PL-18-0296
East (Phoenix)	Mixed Use (Commercial/Industrial)	PUD PCD
South (Avondale)	Open Space	SUD PL-10-0063
West (Avondale)	Estate/Low Density Residential	RR-18 Z-06-16

PROPOSED LAND USES

Fulton Homes intends to develop the Property as a detached, single family residential master planned community, with an extensive package of open space and amenities.

TABLE 2: PERMITTED LAND USES

Permitted uses are:
• Single family detached dwelling • Park and recreation areas
Uses permitted with conditions are:
• Home occupations, subject to the conditions set forth in Section 203.G of the City Zoning Ordinance • Places of Worship, subject to the conditions set forth in Section 203.H of the City Zoning Ordinance
Uses permitted with a Conditional Use Permit: None.

Accessory and Prohibited uses will be the same as those described in the comparable Zoning District, R1-5, of the Zoning Ordinance. All uses not specifically provided for herein are prohibited, unless a subsequent determination by the Zoning Administrator finds a specific use to be an analogous use to a permitted use.

DENSITY

As previously indicated, Fulton Homes intends to develop a maximum of 585 individual home sites on the Property, with an overall project density not to exceed 4.0 du/ac. (The conceptual site plan submitted with this application reflects 581 homesites; the actual lot count will be determined during the Platting process.) This density is within the maximum density of 4.0 du/ac allowed under the Medium Density designation of the proposed General Plan designation for the Property in the accompanying Case No. PL-20-0043.

It should be noted that this proposal involves a reduction in intensity of the General Plan designation of the Property, along with this accompanying downzoning. The PAD Density provision of Section 604.C of the Zoning Ordinance was crafted in anticipation of up-zonings, not down-zonings. Fulton Homes filed its original General Plan Amendment request seeking the Medium / High Density Residential designation, with a 4 to 12 du/ac density range and a target density of 4 du/ac. However, staff encouraged Fulton Homes to include larger, 60 foot wide lots, which Fulton Homes has been happy to do. The inclusion of these larger lots has driven the community density down below the densities set forth in the Medium / High Density designation, and staff therefore specifically recommended the lower General Plan designation. This staff recommendation is justification for exceeding the 2.5 target density of the Medium Density Residential designation.

In addition, as detailed in the immediately following section of this narrative, at 25% of the Property, Fulton Homes Acclaim is providing an amount of open space that far exceeds the 15% requirement of the City's Ordinance, and has programmed that open space with a diverse abundance of resort-level amenities. This substantial open space commitment, both in terms of quantity and quality, warrants a density that is at the high end of the range set forth in the Medium Density designation of the General Plan.

OPEN SPACE AND LANDSCAPING

Fulton Homes Acclaim will provide an incredible abundance of open space. The total amount of Open Space provided in the project layout is 36.85 acres, of which 24.42 acres is active open space and 12.43 acres is passive open space. Section 604.E.1.a of the Zoning Ordinance requires a minimum of 15% of the net acreage of a site be set aside as open space. The Property here is 146.34 net acres, and thus requires 21.95 acres of open space. At 36.85 acres, Fulton Homes Acclaim is providing **25% open space, almost 15 acres more** than is required by the City Ordinance.

This expansive open space arises from a diverse range of sources, in accordance with the Section 604.E.1.b of the Zoning Ordinance. It includes: park and recreation areas (subsection iii); sports courts, tot lots, and ramadas (subsection vi); and turf areas in detention areas (vii). If the major purpose of a PAD is to allow a site plan that far exceeds City standards, then it is open space where Fulton Homes Acclaim most clearly qualifies for PAD zoning.

Open space is literally the design centerpiece of Fulton Homes Acclaim, the primary element around which the entire balance of the project rotates. See **Exhibit 7, Open Space and Landscape Master Plan**. At the heart of the project lies a central, active open space area that occupies 7.40 acres of the Property all by itself. That central park is the focal point of both of the vehicular drives entering and exiting the project. Indeed, quite intentionally, Fulton Homes Acclaim has no other vehicular access points: residents and visitors alike will see the central open space every time they come or go. It is not just a sales point for first time visitors, it is the core of the community that will tell residents they are home each time they return.

The central park, again all of its active open space, is awash in amenities.

- At the south end, there is an aquatic center built around a 5,000 square foot, partially shaded pool. The pool is surrounded by a large open air clubhouse building and multiple ramadas. There is an adjacent massive playground, with a two-story play structure. There is an open event lawn for family gatherings and celebrations. There are grills and bocce ball courts and cornhole games. See **Exhibit 8, South Area Plan, Central Open Space**.
- At the north end, there are courts and games and more courts and games. There is a full basketball court, a pickleball court, a sand volleyball court, more bocce ball courts, and more cornhole. There is a ramada and trellises and a gazebo. See **Exhibit 9, North Area Plan, Central Open Space**.
- And between these two massively programmed amenity spaces lies a great lawn, available for whatever games or events might be happening, or simply to run free and play.

The central open space amenities will serve as community gathering spots for all residents. To accommodate the intensity of the many attractions, Fulton Homes Acclaim provides head-in vehicular parking around much of the perimeter of the central open space. For example,

residents who live farther away can throw their pool gear and toys into the back of the car and drive over to the aquatic center, if they prefer.

As has been hinted at before, along the western side of the Property, Fulton Homes Acclaim takes a drainage challenge and transforms it into another open space amenity. Here, Fulton Homes has planned for 12.16 acres of open space, the vast majority of which is active. The active amenities in this area include another full basketball court, two large ramadas, and another oversized and fully shaded tot lot. It should be noted that the basketball court has been intentionally placed in the recessed part of this area, so that it will be slightly below grade from its neighbors, to reduce its visibility a bit. See **Exhibit 10, West Side Open Space Plan**. In addition to these project benefits, this western side open space corridor provides a wide, green and spacious buffer to our existing neighbors to the west in Glenarm Farms. Within this large corridor, Fulton Homes Acclaim will provide a twenty foot wide trail easement, with a ten foot wide concrete trail to be maintained by the HOA, so that residents can enjoy this open area. Again see **Exhibit 6, Western Boundary Exhibit**.

Fulton Homes Acclaim also has pocket parks in the northwest, northeast and southeast quadrants of the community. Each of these more local recreational areas includes a shade ramada, a tot lot, and plenty of turf area. The pocket park in the southeast quadrant also has a half sports court. See **Exhibits 11 thru 13, Pocket Parks Plans**.

Fulton Homes Acclaim has laid out this vast open space system so that it is readily accessible to its residents. Every resident of the community will be well within a quarter mile of at least one active open space area of the PAD, and most are within a quarter mile of multiple amenity areas. See **Exhibit 14, ¼ Mile Radius Open Space Access Plan**. To link the homes to the open spaces, the entirety of the Fulton Homes Acclaim open space areas are linked by a network of pedestrian trails. See **Exhibit 15, Pedestrian Connectivity Plan**.

- Six foot detached sidewalks line both sides of the two main entry drives.
- The central park is surrounded by an eight foot wide detached sidewalk, as well as plenty of vehicular parking for families who want to drive little ones or sports and pool gear to the central park.
- Eight foot wide walkways link to and from the central park, connect the central park and the western open space area, and connect to most of the pocket parks (in a few areas, the walks are five feet wide). At the three locations where those pedestrian connections cross a street to access the central park, Fulton Homes will provide a choker and enhanced signage and striping to calm traffic at those crossings.
- In addition, there are multiple external pedestrian connections on all three accessible sides (excluding the RID Canal) of Fulton Homes Acclaim, such that there are three points of pedestrian access on each of those three perimeters. This includes direct links to the Parkside Village open space system immediately to the north.
- And as detailed above, there will be a twenty foot wide trail easement within the western open space corridor that runs adjacent to the RID Canal, including a ten foot wide concrete trail.

Fulton Homes Acclaim is indeed designed to be a community that welcomes all pedestrians. That includes our neighbors. Each of the nine pedestrian access points, three along each of the north, east and west perimeters, will be ungated. Residents of neighboring communities will be able to walk into Acclaim and enjoy the abundant open space Fulton Homes has provided. Along our north perimeter, Fulton Homes will provide direct links to the trail system being developed at Parkside Village.

Likewise, the Fulton Homes Acclaim wall program also advances a unifying theme. See **Exhibits 16 and 17, Wall Plan and Wall Designs**. The walls are intentionally designed to disappear into the background of the landscaping, open spaces, and pedestrian walkways. Along 99th Avenue, in addition to the project entry and the two added pedestrian access points, Fulton Homes Acclaim has two separate runs of split rail fencing, with a unique, partially rotated rail design. In four separate locations of the interior pedestrian walkways linking open spaces, Fulton Homes Acclaim provides partial view fencing. Along most of the project perimeter, the walls are pulled back and separated from the property line by landscaping and open space. The walls themselves generally feature a Sonoran fluted cap and a smooth banded color line just below the cap to create and emphasize a unique shadow line over the rich split-face masonry block wall, creating a consistent and understated thematic design. As part of the donation of the future well site to SRP at the corner of 99th Avenue and Thomas, Fulton Homes will request SRP to construct a wall for its well site that complies with the Acclaim wall theme design, so that the attractive design is consistently carried across the community exterior. To the extent the Wall Plan and Wall Designs set forth in the referenced Exhibits are inconsistent with the standards set forth in Section 1207 of the Zoning Ordinance and any relevant provisions of the Single Family Residential Design Manual, these PAD Exhibits shall control.

As already indicated, Fulton Homes Acclaim provides only two vehicular points of entry to emphasize the central park at the heart of the project. There will be one entry off of each of the two adjacent major streets, 99th Avenue and Thomas Road, with a landscaped median dividing each of the two entryways. And as already described above, there will be six foot detached sidewalks for pedestrians on both sides of the two entry drives. The project perimeter walls are curved at the entries, providing ample room for landscaping and entry monument signage. The decorative entry design will provide long, low monument signs (seven feet tall), backed by decorative steel panels (six feet tall, to create visual interest) and rich landscaping. See **Exhibits 18 and 19, Entry Enlargement Plans and Elevations**.

As a general matter, because of the extraordinary commitment to open space reflected in the amount of open space and the detailed thought that went into its planning, to the extent the open space and landscaping design set forth in this narrative and Exhibits are inconsistent with the standards set forth in the City's Zoning Ordinance, Subdivision Regulations, and any relevant provisions of the Single Family Residential Design Manual, this PAD narrative and Exhibits shall control.

General open space acreages are set forth below in **Table 3**. For a graphic depiction of Active and Passive Open Spaces, see **Exhibit 20, Conceptual Open Space Plan**. As indicated there,

total open space at Fulton Homes Acclaim is 36.85 acres, 24.42 acres of which is active open space and 12.43 acres is passive open space. In other words, two thirds of the open space in the community is active open space.

To demonstrate the use of **Table 3**, as an example, while Tract A, the west perimeter open space area is dominated by active open space uses, it does also include smaller passive open space uses at each end, and overlaps into the perimeter open space along Thomas Road. As another example, Tract GG includes both the southeast local park and the trails linking that park to the community. Residents at Fulton Homes Acclaim will certainly enjoy both the trails and the parks alike. Given that a full quarter of the Property is set aside as Open Space, Fulton Homes Acclaim will undoubtedly be an enjoyable and beautiful place to call home.

TABLE 3: OPEN SPACE AREAS AND USES

Description	Tract	Total Area	Percentage of Property (146.34 Net Acres)	Amenities
Central Park	DD	7.40 acres (All Active)	5.0%	• Aquatic Center • Clubhouse • Great Lawn • Large Shaded Playground • Numerous Sport and Game Courts • Event Lawn • Extensive Ramada, Trellis, Grill and Gazebo Areas
West Perimeter Open Space	A	12.16 acres (Mostly Active)	8.3%	• Full Basketball Court • Sports Field • Large Shaded Playground • Ramadas and Grills • Turf Areas
Southeast Pocket Park	GG	2.78 acres (All Active)	1.9%	• Half Basketball Court • Shaded Tot Lot • Ramada and Grill • Turf Area
Northeast Pocket Park	W	1.13 acres (All Active)	0.8%	• Shaded Tot Lot • Ramada and Grill • Turf Area
Northwest Pocket Park	L	0.99 acres (All Active)	0.7%	• Shaded Tot Lot • Ramada and Grill • Turf Area
Trail Linkages	G, V	1.50 acres (All Active)	1.0%	Interior Trail Links to Open Space Amenities
Perimeter Open Space	O, EE	8.70 acres (All Passive)	6.0%	Sidewalks, Trail Linkages, and Landscaping
Other Open Spaces	B-F, H-K, M-N, P-U, X-Z, AA-CC, FF, HH-MM	2.19 acres (All Passive Interior Landscape Tracts)	1.5%	Landscape Tracts
TOTAL		36.85 acres	25.2%	

DEVELOPMENT STANDARDS

A. General Development Standards

As previously indicated, Fulton Homes is using the R1-5 Zoning District as the compatible Zoning District for the Fulton Homes Acclaim PAD. In order to achieve Fulton Homes' superior level of layout and design for its master planned community, we are seeking some variations from the R1-5 development standards, in accordance with Section 602.A and B of the Zoning Ordinance. Those proposed variations are reflected in **Table 4** below, with the proposed variations in **bold**. In several cases, Fulton Homes is seeking an increase over the comparable standards, illustrating the superior design possible with Fulton Homes Acclaim's diversity of lot sizes and commitment to open space. The justifications for these variations are detailed later in this narrative, primarily in Subsection B immediately below.

TABLE 4: DEVELOPMENT STANDARDS

Development Standard	R1-5 Zoning District	Fulton Homes Acclaim PAD (45' Wide Lots)
Minimum net site area (square feet per lot)	5,000	4,100¹
Minimum lot width	50'	45'
Minimum lot depth	100'	92'
Maximum height	30'	30'
Maximum building coverage	45%	55%
Minimum house size (square feet)	None	None
Minimum yard setbacks: front yard ²	20' / 15' for side entry garage	20' to garage / 10' to livable or front porch³
Minimum total both side yards ²	15'	10'
Minimum side yard ²	10'/0' – Minimum 10' foot separation between buildings on adjacent lots	5' – Minimum 10' foot separation between buildings on adjacent lots
Rear yard ²	15'	15'
Streets side yard ²	10'	10' (unless adjacent to a minimum 14' tract)

¹ Minimum area based on minimum lot dimensions (45' x 92') would be 4,140 SF. This has been slightly reduced to provide allowance for corner lot chamfers, knuckles, etc.

² Architectural features, including bay windows, pop-outs, shadow boxes, pot shelves, wing walls and corner enhancements shall be permitted to encroach up to 12" into the front, side, and rear yard setbacks.

³ Front yard setback shall be measured from the back of the street sidewalk. No staggering of front yard setbacks shall be required.

Development Standard	R1-5 Zoning District	Fulton Homes Acclaim PAD (50' Wide Lots)
Minimum net site area (square feet per lot)	5,000	5,900 (Increase)¹
Minimum lot width	50'	50'
Minimum lot depth	100'	120' (Increase)
Maximum height	30'	30'
Maximum building coverage	45%	55%
Minimum house size (square feet)	None	None
Minimum yard setbacks: front yard ²	20' / 15' for side entry garage	20' to garage / 12' to livable or front porch³
Minimum total both side yards ²	15'	10'
Minimum side yard ²	10'/0' – Minimum 10' foot separation between buildings on adjacent lots	5' – Minimum 10' foot separation between buildings on adjacent lots
Rear yard ²	15'	15'
Streets side yard ²	10'	10' (unless adjacent to a minimum 14' tract)

¹ Minimum area based on minimum lot dimensions (50' x 120') would be 6,000 SF. This has been slightly reduced to provide allowance for corner lot chamfers, knuckles, etc.

² Architectural features, including bay windows, pop-outs, shadow boxes, pot shelves, wing walls and corner enhancements shall be permitted to encroach up to 12" into the front, side, and rear yard setbacks.

³ Front yard setback shall be measured from the back of the street sidewalk. No staggering of front yard setbacks shall be required.

Development Standard	R1-5 Zoning District	Fulton Homes Acclaim PAD (60' Wide Lots)
Minimum net site area (square feet per lot)	5,000	7,400 (Increase)¹
Minimum lot width	50'	60' (Increase)
Minimum lot depth	100'	125' (Increase)
Maximum height	30'	30'

Maximum building coverage	45%	55%
Minimum house size (square feet)	None	None
Minimum yard setbacks: front yard ²	20' / 15' for side entry garage	20' to garage / 15' to livable or front porch ³
Minimum total both side yards ²	15'	15'
Minimum side yard ²	10'/0' – Minimum 10' foot separation between buildings on adjacent lots	5' – Minimum 10' foot separation between buildings on adjacent lots
Rear yard ²	15'	15'
Streets side yard ²	10'	10' (unless adjacent to a minimum 14' tract)

¹ Minimum area based on minimum lot dimensions (60' x 125') would be 7,500 SF. This has been slightly reduced to provide allowance for corner lot chamfers, knuckles, etc.

² Architectural features, including bay windows, pop-outs, shadow boxes, pot shelves, wing walls and corner enhancements shall be permitted to encroach up to 12" into the front, side, and rear yard setbacks.

³ Front yard setback shall be measured from the back of the street sidewalk. No staggering of front yard setbacks shall be required.

B. Diversity of Lot Sizes

Fulton Homes is proposing a master planned, single family residential community with an unusual diversity of lot sizes. More specifically, City staff expressly indicated that, "The City is seeking inclusion of larger lots, such as sixty foot (60') wide lots ... to add diversity in lot sizes" That is exactly what Fulton Homes proposes to do: set aside 27% of the land committed to individual homesites within Fulton Homes Acclaim for 60 foot wide lots. In order to provide these larger lots, Fulton Homes does need to have some smaller lots as well, to balance the land consumed by the larger lots. The proposed variations set forth in **Table 4** above create that ability to provide the balancing smaller lots.

TABLE 5: LOT MIX TABLE

Minimum Lot Dimensions	Minimum Lot Area	Number of Lots	Percentage of Lots	Minimum Total Lot Area	Percentage of Lot Area
45' x 92'	4,100	224	39%	918,400	29%
50' x 120'	5,900	240	41%	1,416,000	44%
60' x 125'	7,400	117	20%	865,800	27%
		581	100%	3,200,200	100%

Absent these smaller lots, Fulton Homes would not be able to provide the 60 foot wide lots staff has expressly requested, nor the massive amounts of open space provided here, well in excess of Ordinance requirements. These are indeed substantial justifications warranting the requested variations, as required by Section 604.K of the Zoning Ordinance. To put it directly, in the words of Section 602.B of the Zoning Ordinance, “the modifications will produce an environment superior to that which could have been produced by strict application of existing standards for comparable Zoning Districts.” Using the creative tool of the PAD to achieve a desired mix of lot sizes and colossal open space amenities are among the primary purposes of the PAD Zoning District, as described by Section 601.A and C of the Zoning Ordinance.

At the same time, it is important to emphasize, however, that all of the 50 foot wide and 60 foot wide lots meet or increase the baseline standards of the comparable R1-5 Zoning District for issues such as lot size and depth. Together, these 50 and 60 foot wide lots account for a majority of the lots within the PAD, and over 70% of the land committed to individual homesites. Further, by allowing the smaller lots, the PAD is able to “provide different sizes of lots,” as expressly required by Section 604.D of the Zoning Ordinance. As anticipated by the Ordinance, this diversity of lot size will lead to a better designed master planned community with “a unique housing product mixture.”

The inclusion of these smaller lots also allows Fulton Homes Acclaim to provide a level of transition to our neighbor to the north, Parkside Village. In particular, Parkside Village has zoning for an office building at the northwest corner of Osborn Road and 99th Avenue. It should be noted that long after Fulton Homes began planning Acclaim and initiated its entitlement applications with the City, Parkside Village indicated its intent to downzone its approved office acreage to residential uses. As of this submittal, Parkside Village has initiated no formal action to achieve that downzoning. Fulton Homes planned smaller lots – smaller being a relative term, since these homes range from almost 2,000 square feet to 2,500 square feet – to provide a better transition from the mostly larger lots of Fulton Homes Acclaim to this neighboring, more urban land use. Minimizing the impact of this transition is one of the key purposes of the PAD District, in accordance with Section 601.E of the Zoning Ordinance.

C. Detailed Development Standards

Lighting. Lighting at Fulton Homes Acclaim will comply with the requirements set forth in Section 707 of the Zoning Ordinance.

Screening. All utilities at Fulton Homes Acclaim will be underground where permitted by the relevant utility company. Utility cabinets will be screened to meet or exceed the requirements set forth in Section 1207.J of the Zoning Ordinance. Air conditioning units shall be ground mounted, and if visible from the adjacent street, shall be screened in the same manner as utility cabinets. Each residence shall keep its trash barrels inside or behind a wall or gate when not being deployed for pick-up. Trash enclosures at community facilities shall be screened to meet or exceed the requirements set forth in Section 1207.I of the Zoning Ordinance.

Walls and Fences. Fulton Homes Acclaim's walls and fences are discussed above in the Section addressing Open Space and Landscaping. As stated there, to the extent the Wall Plan or Wall Designs set forth in **Exhibits 16 and 17** conflict with either the requirements set forth in Section 1207 of the Zoning Ordinance or the relevant provisions of the Single Family Residential Design Manual, these Exhibits of the PAD will control.

Parking standards. Parking at Fulton Homes Acclaim will meet or exceed the requirements set forth in Section 8 of the Zoning Ordinance.

Transitions to Adjacent Land Uses. As previously indicated, the Property already enjoys naturally occurring isolation from adjacent land uses, creating a natural and open buffer between Fulton Homes Acclaim and its neighbors. On its east and south sides, the Property is separated from adjacent land uses by major streets, 99th Avenue to the east and Thomas Road to the south. On its west side, the Property is separated from the adjacent single family residential community by the RID Canal, as well as a required drainage area – now a major open space amenity – on the east side of that Canal, within the Property itself.

It is only on its north side that the Property is immediately adjacent to another land use, the Parkside Village PAD. There are two different areas of the Parkside Village PAD along our shared 2,672 foot perimeter. For more than 2,000 feet of that adjacency – three quarters – Parkside Village consists of single family homes with a large open space area separating those homes from Parkside Village's southern edge. The single family homes of the two projects are generally compatible land uses. Fulton Homes Acclaim provides three separate pedestrian connectivity points along its northern edge to integrate the Parkside Village open space and the Fulton Homes Acclaim open space. Those connections are further described above in the Open Space discussion, and as previously stated, Fulton Homes will connect its trails to the Parkside Village trail system.

On the eastern 660 feet of the common property line – about one quarter - Parkside Village is currently zoned for an office building to be served in part by a brief extension of Osborn Road west from 99th Avenue. As previously indicated, this is where Fulton Homes Acclaim has located many of its smaller lots, in part to provide a transition to Parkside Village's non-residential

land use. However, to reiterate, Parkside Village has signaled its intent to remove that office zoning, and the planned Osborn Road stub along with it. If that occurs, Acclaim and Parkside Village will share buffering open space along the entirety of their shared perimeter, a development Fulton Homes would welcome.

For those portions of Fulton Homes Acclaim that are adjacent to Thomas Road and 99th Avenue, Fulton Homes Acclaim will also have perimeter walls between its project driveway entries. Again, wall details are set forth above in this narrative.

ARCHITECTURAL DESIGN

Fulton Homes takes pride in being one of Arizona's largest homebuilders with a history of creating coveted communities for over the past 40 years. During that time, we have built a strong and successful reputation of building enduring homes and neighborhoods that our home buyers take pride in and that enhance the communities that we build in.

At Fulton Homes, we constantly strive to provide our homeowners with the best value, from superior construction and design all the way through customer service. We believe that our company is built upon our satisfied homeowners that often become repeat buyers, as well as the first time home buyers choosing us as the builder of their dreams.

Building upon this tradition, Fulton Homes is proud to introduce its newest community of Fulton Homes Acclaim within the City of Avondale. This latest community has been envisioned to espouse the vision and expertise we value as a homebuilder.

We will be introducing three series of distinctive home designs envisioned to provide quality homes that offer unique and desirable lifestyles sought by today's home buyers.

- The **Redwood Valley** series, to be constructed on 45'x92' lots in Parcels 3 and 6 for a total of 224 lots, are designed to appeal to the younger, starter family home market. This series offers 4 original floor plans, each with 4 distinct architectural characters, ranging in size from 1,971 to 2,501 sq. ft. This series consists of 4 two-story homes with 2-car garages and 9 foot ceilings.
- The **Forest** series, to be constructed on 50'x120' lots in Parcels 2 and 5 for a total of 240 lots, are designed to appeal to empty nesters and the move-up family home market. This series offers 7 original floor plans, each with 4 distinct architectural characters, that range in size from 1,691 to 3,157 sq. ft. This series consists of 4 single-story and 3 two-story homes, all with 3-car garages and 10 foot ceilings.
- The **Groves** series, to be constructed on 60'x125' lots in Parcels 1 and 4 for a total of 117 lots, will be our largest, most luxurious home offering. This series offers 8 original floor plans, each with 4 distinct architectural characters, that range in size from 2,407 to 3,595 sq. ft. This series consists of 4 single-story homes and 4 single-story style homes with upper lofts, all with 4-car garages and 10 foot ceilings. This series is intended to look and feel as an all single-story neighborhood.

Between these three complementary homes series, there are a total of 19 new floor plans available. The four distinct elevation styles detailed below are available with each of the Redwood Valley, Forest, and Groves home series, and all of the floor plans. This advanced planning provides a total of 76 uniquely designed home options over the 581 lots within our well-appointed community. See **Exhibit 21, Materials Palette; Exhibit 22, Color Palette; and Exhibit 23, Conceptual Elevations.**

These inviting and adaptable home designs also reflect traditional neighborhood design principles and aesthetics that are intended to coincide with the City's Single Family Residential Design Manual. Forethought has gone into the design of porches, recessing garages, and providing building masses that encourage a pedestrian experience while reducing the dominance of automobiles on the streetscape. Plan features like available 2, 3, and 4-car garages allow homes with sufficient parking to maintain cars out of driveways and streets. Recessed garages on all the plans allow active building elements on the pedestrian experience, while providing a natural stagger in our building footprints that eliminates rigid alignments and reinforces a diverse street scene.

In addition to the floor plan features, varied elevation configurations with porches and dormers reinforce traditional architectural characters while providing diverse home appearances. A strategic mix of single-story, two-story and loft style homes will offer buyers numerous options that will provide a natural diversity to our streetscape. Within our home elevation styles, we provide alternative roof bearing directions, a mix of gables, clips and hips, as well varying roof pitches that together reinforce a diverse appearance as well as meet the intent of the Residential Design Manual. These integral design features built into our homes will work together to enhance the traditional pedestrian character and scale of the neighborhood.

As previously suggested above, we are offering 4 distinct architectural characters that reflect a regional identity, and these architectural characters are available in all 3 of the home series detailed above and with every floor plan. These historic characters provide our buyers a wide selection of appealing exteriors while reinforcing a diverse community. Our architectural characters offer the following identifiable features:

- **Spanish** - Historic to this region, it is best known for its eclectic, informal and sculptural appearance. This style has predominately hipped and gabled roofs with barrel style tiles and light colored stucco walls. It is further enhanced with arches, decorative buttress walls, colorful tile accents, molding trims and tile vents.
- **Cottage** – Characterized by a more formal and crafted appearance, this style evolved from earlier picturesque manor houses. This traditional vernacular has adapted to our region through simple massings with hipped and clipped gable roofs and refined details including low arches, decorative wing walls, stone elements, molding trims, shutters, dormers and smooth flat roof tiles.
- **Farmhouse** - This western adapted style has a history in traditional country homes. This more refined version incorporates native materials while maintaining some refined features, including brick veneer, shutters and horizontal lap siding materials. It is further enhanced with porches, simple Dutch style gable roofs and dormers with flat textured roof tiles.
- **Craftsman** - Distinguished by its crafted appearance and use of natural materials, this style evolved from the early American Arts and Craft movement. This vernacular is known for its inviting front entry porches with wide columns and simple gable roofs with textured flat roof tiles, detailed with batt and board siding with outriggers. The use of river rock detailing enhances this character's charm.

All homes will further embrace unique appearances with the availability of optional plan features and distinct color schemes developed for each architectural style. Each of our 4 elevation styles will have a selection of 4 color schemes with varying roof tile, diverse veneers including stone, brick and wood siding, and unique color placements, for a total of 16 color combinations throughout the community. Each color scheme was individually selected to reinforce the historic characteristics of each of our traditional architectural styles.

Significant diversity within each series will be reinforced by the use of varying building elements including roof configurations, materials and details that are unique to each architectural character. Individual features like garage doors, coach lights and window pattern designs will also be offered to further enhance distinction between the homes and throughout the community. Additionally, Fulton Homes pre-plots elevation selections to assure an even mix of elevations throughout the community. No adjacent home or home directly across the street shall have the same elevation.

In review of our floor plan street scenes, you will see that special care has been given to create a built in stagger, lot to lot, by placing garages behind the front plane of living areas or porches on all of the homes. As we pre-plot our homes, we pair up driveways on a significant number of driveways, and stagger across the street to break up the rhythm of the street scene. Brick paver will also be a standard feature to all our driveways and walkways connecting the pedestrian experience throughout the development.

As a general matter, in accordance with Sections 604.F, G and H of the Zoning Ordinance, Fulton Homes will comply with the City's Single Family Residential Design Manual, including standards for both Subdivision Design and Home Design set forth there. To the extent that this narrative and its Exhibits are inconsistent with relevant provisions of the Zoning Ordinance or the Single Family Residential Design Manual, the provisions of this PAD narrative and its Exhibits will control.

Fulton Homes has created a visually diverse range of home design options – 76 in all, as detailed above -- that we feel will enhance the surrounding community and appeal to today's home buyers. Our intent is to meet or exceed the City of Avondale's general requirements and design standards. Our goal is to create an attractive and desirable neighborhood that will maintain a high standard of development within Avondale and our new community of Fulton Homes Acclaim.

INFRASTRUCTURE

Because the Property is an infill site, some of the infrastructure necessary to serve the project is already in place or well planned. Fulton Homes continues to work with City staff to make the remaining infrastructure improvements to bring this community online, ensuring compliance with one of the key goals of the PAD District, set forth in Section 601.E of the Zoning Ordinance

Roads. As previously stated, the Property enjoys good access to major streets. See **Exhibit 24, Circulation Plan & Proposed Street Cross-Sections** for the street cross-sections proposed by Fulton Homes for this community. Fulton Homes has submitted a Traffic Impact Analysis along with this application. The TIA reports that a four lane roadway would be sufficient for more than three decades into the future, and that traffic in the area would need to increase by more than 80% to warrant six lanes. In addition, there is no need for either a second left turn lane or a southbound right turn lane at the intersection of 99th Avenue onto Thomas Road.

There are several unusual challenges impacting 99th Avenue. This narrative has already detailed the complexities associated with tiling the SRP ditch and planning for the future SRP well site. Today, 99th Avenue primarily has a four lane configuration along most of the Property's frontage (2 lanes in each direction), which then transitions to a five lane configuration (two lanes in each direction and a center turn lane) approaching the intersection with Thomas Avenue. All of the existing pavement for 99th Avenue is on the east side of the section line. There is 33 feet of right of way on the west side of the section line. On the south side of Thomas Road, the cemetery dedicated additional right of way for 99th Avenue, but did not improve it in any way, and the City does not have future improvements for this roadway in its current capital improvement plan. Any improvements next to Acclaim will have to taper to meet that south side condition.

Against the background of these challenges, Fulton Homes has worked closely with the City staff to plan for the design and construction of 99th Avenue. Fulton Homes will be dedicating an additional 37 feet of right of way to the City to allow for the planned 70 foot half-street right of way on the west side of the section line. Keep in mind that there will be an additional 35 foot wide Bureau of Reclamation easement adjacent to that for the 90-inch SRP pipe, and then an 8 foot PUE, before the Acclaim perimeter wall starts, so there will be an abundant setback not only from the currently proposed 99th Avenue improvements, but also from any improvements the City may choose to make in the future.

Within the newly expanded 99th Avenue right of way, Fulton Homes will be adding a lane of pavement that will taper as it approaches the intersection of Thomas Road, both to accommodate the SRP well site and to meet the alignment of 99th Avenue on the south side of Thomas Road. Working with the City, Fulton Homes has developed a set of six and ten foot sidewalks -- including ramp improvements at three of the four corners of the Thomas Road intersection -- and a bike path plan to work around the SRP facilities and access points in the area of the intersection. Fulton Homes will also be relocating the existing traffic signal at the northwest corner of the intersection. This detailed design work has been designed to create a

current set of improvements that accommodates the SRP well site, and also reduces as much as possible the construction of any “throw-away” improvements if and when the City ultimately chooses to further widen 99th Avenue in the future.

Much of the work that Fulton Homes will be doing on 99th Avenue and the tiling of the SRP ditch is in excess of the needs created by the Acclaim community, and will thus be eligible for impact fee credits from the City.

The situation with other streets is much clearer. Thomas Road, to the south, is fully improved and Fulton Homes has no obligation to improve Thomas Road, except for the addition of drainage structures, sidewalk, and a digital fiber conduit. As detailed earlier, Parkside Village has indicated its intent to eliminate the office project at its southeast corner, thereby eliminating Osborn Road as well. In lieu of that unnecessary road, Fulton Homes and Parkside Village will have ample open space buffers between the two communities.

Fulton Homes will, of course, be solely responsible for the construction of all interior roadways at Fulton Homes Acclaim.

Water / Wastewater. The City will be the water and wastewater provider for Fulton Homes Acclaim. Fulton Homes is submitting a Preliminary Master Water Report and a Preliminary Master Wastewater report with this PAD application. City staff has already provided guidance to Fulton Homes regarding water and wastewater connections for the project, and Fulton Homes is prepared to install the infrastructure necessary to make those connections.

Fulton Homes will be required to provide a looped water system in order to construct more than 30 units on the Property. The loop provides adequate pressure for firefighting purposes. Normally that would involve ensuring the presence of City water mains in Thomas Road and 99th Avenue, along the perimeter of the Property. At the moment, the City water system ends in Thomas Road, adjacent to the south perimeter of the Property. There is no City water line in 99th Avenue adjacent to the Property at the moment. Instead, the City water line to the north ends in Indian School Road. Parkside Village is responsible for the construction of this line in 99th Avenue from Indian School south to the Osborn Road alignment, but it is unclear when they will construct that extension. In other words, if Fulton Homes simply met its obligation to extend the water line down Thomas and then up 99th Avenue to the Osborn Road alignment, the line might well dead-end there, as there is nothing there to tie into yet. In that case, the system would not be looped, and development would be barred.

As a result, City staff has informed Fulton Homes that if it wishes to proceed with development, Fulton Homes may well have to extend a water line not only north in 99th Avenue, but also simultaneously extend a water line south in 99th Avenue approximately 1/3 of a mile, past the cemetery – where, once again, infrastructure improvements did not occur – to connect to an existing line and create the requisite loop. (Although the grass at the cemetery appears to be well tended.) Fulton Homes is aware of this possibility, and is developing contingency plans to extend a water line south in 99th Avenue. If Fulton Homes has to develop this additional water line, it will be developed to City standards, and will be a permanent improvement, even though

Fulton Homes will cease to rely on this line as soon as Parkside Village has provided the point of connection adjacent to Acclaim in 99th Avenue.

If Fulton Homes does extend a City water line in 99th Avenue south of Thomas Road, that work will be in excess of the on-site and adjacent needs created by Acclaim, and will thus be eligible for impact fee credits from the City.

Fulton Homes will, of course, be solely responsible for the construction of all interior water, wastewater and irrigation lines at Fulton Homes Acclaim.

Drainage. Fulton Homes is submitting a Preliminary Master Drainage report with this PAD application. Drainage issues were detailed above. To reiterate, Fulton Homes and the current owner have been working with the City on a CLOMR for the drainage collection that occurs at the base of the RID Canal. As a result of that early work, Fulton Homes has been able to develop a site plan that reflects the anticipated results of that CLOMR effort. For the balance of the site, Fulton Homes will comply with standard City drainage requirements. In order to accommodate the significant amount of water required to be retained by the CLOMR, Fulton Homes is requesting to be allowed to design for 4' of ponding, with minimal freeboard in the basins. Fulton Homes is proposing 6:1 side slopes in the basin along areas where there is expected pedestrian activity at the top of the slope, and 4:1 everywhere else.

Municipal Service and Utilities. Consistent with what one would expect on an infill parcel, Fulton Homes believes the site has adequate existing police, fire, sanitation, parks and library infrastructure in this established part of Avondale. Likewise, Fulton Homes will be connecting to standard dry utility providers, whose services are already well established in the area.

Schools. The existing property Owner actually contacted the Pendergast Elementary School District and the Tolleson Union High School District at the very beginning of this development effort. Both Districts have already confirmed that they already have sufficient capacity to accept and educate the school children who will grow up in this community. Fulton Homes is submitting copies of their Certification of Adequate Facilities with this PAD application.

Common Areas. The Final Plats shall include a note stating that maintenance of all landscaping within the common area(s) and the street rights-of-way shall be the responsibility of the Homeowners Association. There will also be a note that defines the tracts contained within the Final Plat that are to be granted and conveyed to and maintained by the Homeowners Association. The CC&R's, which include all lots and tracts, are recorded after the Final Plat is recorded and thus ties the CC&R requirements to the lots and common area tracts. Fulton Homes establishes all homeowner association budgets with the help of an independent management company with a strong maintenance standard (landscape, pool, pest control, etc.), and openly communicates with residents about the benefits of properly maintaining the community, which typically promotes strong market resale values. Fulton Homes has found that after turnover to a resident board of directors, residents desire to continue maintaining the community at a high maintenance standard. In addition, HOA budgets are established to fund reserves of the

Association in accordance with a third party reserve study's recommendation and ensures that funds will be available for repairs and replacement of common area amenities, when needed.

Phasing. The infrastructure complexities of this site will be the main driver of the timing of the development of Acclaim. However, within that impact, detailed below, Fulton Homes has divided the project into two phases. Preferably, the first phase of the project will consist of roughly the eastern half of the project, and the second phase of the project will consist of the western remainder. See **Exhibit 25, Phasing Map**.

The main unknown infrastructure element is the tiling of the SRP ditch. If possible, Fulton Homes would prefer to do that work during the January 2022 dry-up. However, that work may be delayed until the January 2023 dry-up, as previously described. The 99th Avenue improvements cannot be constructed until the ditch is removed and tiled, which means that there will be no permanent access to the Property from 99th Avenue until possibly the Summer or Fall of 2023. If that occurs, Fulton Homes will provide a temporary second point of access to ensure two separate points for life safety access to the Property. That temporary access would be removed once Fulton Homes is able to improve and permanently access 99th Avenue. In addition, as detailed above, Fulton Homes may also have to construct an extra water line to the south within 99th Avenue in order to proceed with the construction of more than 30 units. Fulton Homes is developing plans for that line in anticipation of that possibility.

There are multiple features of this phasing plan which should be detailed.

- First, the central park open space feature will be developed in the first phase of the project.
- Second, Fulton Homes intentionally laid out the diverse lot sizes so that about half of each of the three different lot sizes would be developed in each of the two phases.
- Third, the community model homes will be developed in the first phase.

Fulton Homes believes that this community will be very well received and develop quickly, and we do not expect there to be a sharp break between the two phases.

SIGNAGE

As set forth earlier in this narrative, detailed illustrations of Fulton Homes Acclaim's entry monuments are shown on **Exhibits 18** and **19**. Fulton Homes Acclaim will submit a Comprehensive Sign Plan pursuant to Section 904 of the Zoning Ordinance along with its Preliminary Plat application. Until such time the City approves a Comprehensive Sign Plan, Fulton Homes Acclaim will comply with the signage requirements of the comparable R1-5 Zoning District, as required by Section 604.I of the Zoning Ordinance.

CONCLUSION

Fulton Homes is proposing to develop a superior master planned community at Fulton Homes Acclaim, featuring a diversity of lot sizes and a rich package of recreational amenities for its future residents. To achieve this vision, Fulton Homes has proposed a PAD that fully complies with requirements for such a master plan as set forth in the City Zoning Ordinance, while proposing minimal variations from existing Zoning Districts to achieve this creative vision. Fulton Homes Acclaim meets each of the five specified findings for use of the PAD District set forth in Section 603.A:

1. The proposed PAD is in conformance with the proposed General Plan designation.
2. As noted throughout this narrative, the proposed PAD meets the requirements of Section 6 of the Ordinance.
3. All necessary infrastructure and services to serve the community will be completed in connection with development within the PAD, to the extent they do not already exist.
4. The proposed land uses are obviously internally compatible, and the community will also be compatible with its neighboring land uses.
5. Fulton Homes Acclaim's development standards will produce a community that exceeds other possible developments allowed by right for the Property.

Fulton Homes looks forward to transforming this remaining infill parcel into a welcoming community of new Avondale homeowners.

EXHIBITS

- Exhibit 1 – Proposed Land Use Development Map
- Exhibit 2 – Site Plan
- Exhibit 3 – Proposed Rezoning Map
- Exhibit 4 – Property Boundary
- Exhibit 5 – Legal Description
- Exhibit 6 – Western Boundary Exhibit
- Exhibit 7 – Open Space and Landscape Master Plan
- Exhibit 8 – South Area Plan, Central Open Space
- Exhibit 9 – North Area Plan, Central Open Space
- Exhibit 10 – West Side Open Space Plan
- Exhibits 11 thru 13 – Pocket Park Plans
- Exhibit 14 – ¼ Mile Radius Open Space Access Plan
- Exhibit 15 – Pedestrian Connectivity Map
- Exhibit 16 – Wall Plan
- Exhibit 17 – Wall Designs
- Exhibit 18 – Entry Enlargement Plans
- Exhibit 19 – Conceptual Elevations
- Exhibit 20 – Conceptual Open Space Plan
- Exhibit 21 - Materials Palette
- Exhibit 22 – Color Palette
- Exhibit 23 – Conceptual Elevations
- Exhibit 24 – Circulation Plan & Proposed Street Cross-Sections
- Exhibit 25 – Phasing Plan



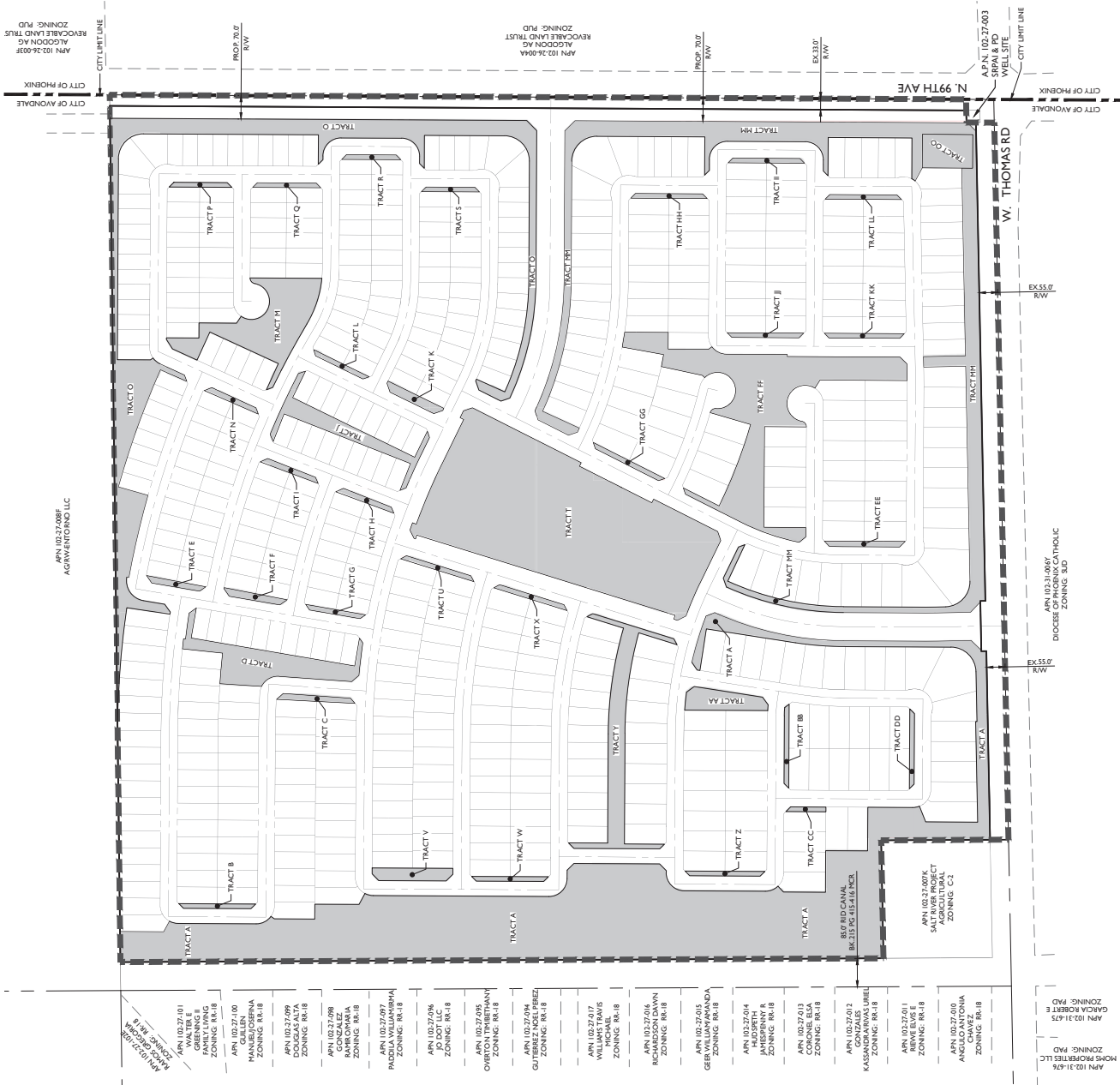
20-0146
SP02
Sheet No.
2
of 2

Project:
Fulton Homes Acclaim
City: Gilbert, AZ

Revisions:
APRIL 27, 2020 - 1ST ZONING SUBMITTAL
JULY 16, 2020 - 2ND ZONING SUBMITTAL
AUGUST 27, 2020 - 3RD ZONING SUBMITTAL

Site Plan - Tract Table

TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / OPEN SPACE / RETENTION / ANENITY / PEDESTRIAN TRAIL	508756	11.683
B	LANDSCAPE / OPEN SPACE	3100	0.069
C	LANDSCAPE / OPEN SPACE	3885	0.088
D	LANDSCAPE / OPEN SPACE / RETENTION / ANENITY / PEDESTRIAN TRAIL	37887	0.870
E	LANDSCAPE / OPEN SPACE	3850	0.088
F	LANDSCAPE / OPEN SPACE	3605	0.083
G	LANDSCAPE / OPEN SPACE	3384	0.077
H	LANDSCAPE / OPEN SPACE	2702	0.062
I	LANDSCAPE / OPEN SPACE	2660	0.061
J	LANDSCAPE / OPEN SPACE / PEDESTRIAN TRAIL	21697	0.498
K	LANDSCAPE / OPEN SPACE	4629	0.106
L	LANDSCAPE / OPEN SPACE	3393	0.077
M	LANDSCAPE / OPEN SPACE / RETENTION / ANENITY	50791	1.171
N	LANDSCAPE / OPEN SPACE	3256	0.075
O	LANDSCAPE / OPEN SPACE / RETENTION / PEDESTRIAN TRAIL	19513	0.449
P	LANDSCAPE / OPEN SPACE	2422	0.056
Q	LANDSCAPE / OPEN SPACE	1681	0.038
R	LANDSCAPE / OPEN SPACE	2272	0.052
S	LANDSCAPE / OPEN SPACE	2229	0.051
T	LANDSCAPE / OPEN SPACE / RETENTION / ANENITY	291547	6.693
U	LANDSCAPE / OPEN SPACE	3100	0.069
V	LANDSCAPE / OPEN SPACE	8638	0.199
W	LANDSCAPE / OPEN SPACE	3100	0.069
X	LANDSCAPE / OPEN SPACE	3100	0.069
Y	LANDSCAPE / OPEN SPACE / PEDESTRIAN TRAIL	37669	0.869
Z	LANDSCAPE / OPEN SPACE	3136	0.072
AA	LANDSCAPE / OPEN SPACE	13289	0.305
BB	LANDSCAPE / OPEN SPACE	3322	0.076
CC	LANDSCAPE / OPEN SPACE	1573	0.036
DD	LANDSCAPE / OPEN SPACE	3136	0.072
EE	LANDSCAPE / OPEN SPACE	3256	0.075
FF	LANDSCAPE / OPEN SPACE / RETENTION / ANENITY / PEDESTRIAN TRAIL	117649	2.701
GG	LANDSCAPE / OPEN SPACE	3150	0.072
HH	LANDSCAPE / OPEN SPACE	2996	0.069
II	LANDSCAPE / OPEN SPACE	2996	0.069
JJ	LANDSCAPE / OPEN SPACE	2996	0.069
KK	LANDSCAPE / OPEN SPACE	3136	0.072
LL	LANDSCAPE / OPEN SPACE	2996	0.069
MM	LANDSCAPE / OPEN SPACE	16814	0.381
NN	LANDSCAPE / OPEN SPACE	15000	0.344
OO	LANDSCAPE / OPEN SPACE	154113	3.578
TOTAL TRACT AREA			

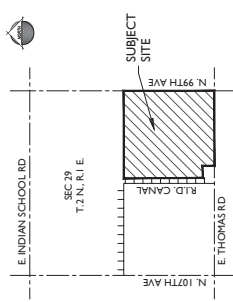




PROPOSED ZONING MAP FOR FULTON HOMES ACCLAIM

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T.2 N., R.1 E. OF THE GILA AND SALT RIVER & MERIDIAN
MARICOPA COUNTY, ARIZONA.

VICINITY MAP



PROJECT TEAM

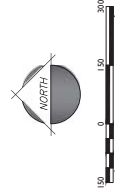
DEVELOPER
FULTON HOMES
1130 N ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: BRIAN NICHOLS P.E.
Brian.Nichols@epsgroupinc.com

ATTORNEY
CORPUS & BURNHAM P.C.
2711 CENTRAL AVE, 15TH FLOOR
PHOENIX, AZ 85016
TEL: (602) 254-4422
CONTACT: STEPHEN ANDERSON
SAnderson@corpuslaw.com

LAND PLANNER AND LANDSCAPE ARCHITECT
EPG GROUP INC.
1130 N ALMA SCHOOL RD, SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: JOSH HANNON & ALIZA SABIN
Josh.Hannon@epsgroupinc.com
Aliza.Sabin@epsgroupinc.com

ZONING LEGEND

PAD (+/- 153.20 GROSS AREA)





1130 N Alma School Road
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

Project: **Fulton Homes Acclaim**
City: GILBERT, AZ

Revisions:

Rev	Date	Description
1	APRIL 27, 2020	1ST ZONING SUBMITTAL
2	JULY 16, 2020	2ND ZONING SUBMITTAL
3	AUGUST 27, 2020	3RD ZONING SUBMITTAL

Job No. **20-0146**

Sheet No. **2** of **2**

Scale: 1" = 100'

City: Gilbert, AZ

Project: Fulton Homes Acclaim

Prepared by: [Signature]

Checked by: [Signature]

Drawn by: [Signature]

Reviewed by: [Signature]

City: Gilbert, AZ

Project: Fulton Homes Acclaim

Prepared by: [Signature]

Checked by: [Signature]

Drawn by: [Signature]

Reviewed by: [Signature]

ALTA/NSPS LAND TITLE SURVEY

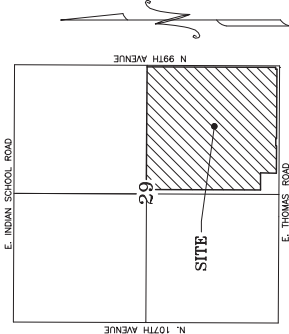
SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T. 2 N., R. 1 E. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS CONVEYED TO MARICOPA COUNTY IN QUIT CLAIM DEED RECORDED IN BOOK 96 OF DEEDS, PAGE 446; AND EXCEPT THE SOUTH 33 FEET THEREOF AS CONVEYED TO MARICOPA COUNTY IN QUIT CLAIM DEED RECORDED IN BOOK 117 OF DEEDS, PAGE 539; AND EXCEPT THE EAST 33 FEET THEREOF AS CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN QUIT CLAIM DEED RECORDED IN BOOK 132 OF DEEDS, PAGE 74; AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN QUIT CLAIM DEED RECORDED IN BOOK 134 OF DEEDS, PAGE 286; AND EXCEPT THAT PORTION CONVEYED TO THE ROOSEVELT IRRIGATION DISTRICT IN QUIT CLAIM DEED RECORDED IN BOOK 215 OF DEEDS, PAGE 527; AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN QUIT CLAIM DEED RECORDED IN BOOK 542 OF DEEDS, PAGE 305; AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF AVONDALE IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2017140397. EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER PROJECT AGRICULTURAL AND IMPROVEMENT DISTRICT IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019-257422.

SCHEDULE "B" DOCUMENTS

- ANY DEFECT, LEN, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR RECORD IN THE PUBLIC RECORDS OF MARICOPA COUNTY, ARIZONA, PRIOR TO THE DATE OF THE COMMITMENT DATE AND THE DATE ON WHICH ALL OF THE SCHEDULE B, PART 1 - REQUIREMENTS ARE MET.
- RESERVATIONS OR EXCEPTIONS IN PATENT OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF.
- WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RIGHTS INCIDENT THEREOF, WHENEVER ON NOT SHOWN BY THE PUBLIC RECORDS.
- TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN PAYABLE, BUT NOT YET DUE FOR THE YEAR 2020.
- SECOND HALF TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LIEN PAYABLE, BUT NOT YET DUE FOR THE YEAR 2019.
- ANY ACTION BY THE COUNTY ASSESSOR AND/OR TREASURER, ALTERING THE CURRENT OR PRIOR TAX ASSESSMENT, SUBSEQUENT TO THE DATE OF THE POLICY OF TITLE INSURANCE.
- LIABILITIES AND OBLIGATIONS IMPOSED UPON SAID LAND BY REASON OF ITS INCLUSION WITHIN ALGODON CENTER MASTER ASSOCIATION.
- RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 22 OF ROAD MAPS, PAGE 84, (PLOTTED)
- RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 24 OF ROAD MAPS, PAGE 33, (PLOTTED)
- A RESOLUTION BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA RECORDED IN DOCKET 11861, PAGE 411, PURPORTING TO ESTABLISH A COUNTY ROADWAY.
- THE FACT THAT THE SUBJECT PROPERTY MAY BE SUBJECT TO INCREASED NOISE AND VIBRATION LEVELS DUE TO THE PROPOSED CONSTRUCTION OF THE ALGODON CENTER AIRPORT, DISCLOSING THAT THE HEREIN DESCRIBED PROPERTY IS LOCATED WITHIN THE AIR SPACE AND FLIGHT PATTERN OF A PUBLIC AIRPORT. (AFFECTS PROPERTY, NOT PLOTTED)
- RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS, INCLUDING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2008-337946, AND THEREAFTER RE-RECORDED IN DOCUMENT NO. 2012-108660, AND THEREAFTER FIRST AMENDMENT TO SUPPLEMENTAL DECLARATION RECORDED IN DOCUMENT NO. 2016-063833, AND THEREAFTER SUPPLEMENTAL DECLARATION RECORDED IN DOCUMENT NO. 2016-063833. (AFFECTS PROPERTY, NOT PLOTTED)
- MATTERS DISCLOSED BY SURVEY OF SAID LAND BY CLOUSE ENGINEERING, INC., JOB NO. 191203, DATED JANUARY 22, 2020.
- ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED AGREEMENT, CONTRACT OR LEASE, THAT MAY BE DISCLOSED BY INSPECTION AND INVESTIGATION.



SEC 29, T 2 N, R 1 E
VICINITY MAP
N.T.S.

NOTES

- THIS SURVEY WAS PERFORMED BASED ON INFORMATION CONTAINED IN A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY UNDER NO. A-115085, DATED FEBRUARY 14, 2020.
- THE BASIS OF BEARINGS FOR THE SURVEY IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING THE CENTER LINE OF 99TH AVENUE USING A BEARING OF N00°18'10"E AND A DISTANCE OF 100.00 FEET. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE 2016 ALTA/NSPS SURVEYING STANDARDS, AS RECORDED IN BOOK 669 OF DEEDS, PAGE 539.
- TOTAL NET AREA OF THE PARCEL IS 6,489,267 SQ. FT. OR 148,513.9 ACRES.
- GROSS AREA OF PARCEL IS 6,673,519 SQ. FT. OR 153,202.9 ACRES.
- PARCEL IS ZONED C-2 (COMMUNITY COMMERCIAL DISTRICT) AND ANY HEIGHT AND BULK RESTRICTIONS ARE NOT CLEARLY DEFINED.
- ACCORDING TO FIRM FLOOD INSURANCE RATE MAP NO. 040132160L DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED IN A FLOOD HAZARD ZONE OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF 1.0 TO 1.5 FEET. THE FLOOD HAZARD ZONE IS DESCRIBED AS: "NO BASE FLOOD ELEVATIONS DETERMINED."
- THERE IS NO OBSERVABLE EVIDENCE OF EARTH MOVING, CURRENT OR RECENT CONSTRUCTION, NOR ANY EVIDENCE SITE HAS OR IS BEING USED AS A SOLID WASTE DUMP, SUMP OR SANITARY LANDFILL.
- THERE ARE NO WETLANDS ON PROPERTY.

CERTIFICATION

TO: FULTON HOMES CORPORATION
DATED DECEMBER 11, 2009
BY: ROBERT J. BLAKE, REGISTERED SURVEYOR
FIRST AMERICAN TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH 2016 "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS", JOINTLY ESTABLISHED BY THE NATIONAL ASSOCIATION OF REALTORS AND THE NATIONAL ASSOCIATION OF SURVEYORS, INC., IN 2016, AND THAT THE FIELD WORK WAS COMPLETED ON DECEMBER 12, 2019.

ROBERT J. BLAKE
REGISTERED SURVEYOR, STATE OF ARIZONA
DATE OF MAP: DECEMBER 13, 2019
UPDATED: FEBRUARY 26, 2020



Clouds Engineering, Inc.
ENGINEERS & SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ 85254
Tel: 480-350-9000 Fax: 480-350-9010

ALTA/NSPS LAND TITLE SURVEY

SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T. 2 N., R. 1 E. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

CENTER
T2N, R1E FOR RUS 08
SET, ESTABLISHED BY
INTERSECTION

W 1/4 COR
T2N, R1E
FD BC FLUSH

N89°17'09"E 2668.59'

AG/RW-ENTORNO LLC
A.P.N. 1020-27-008L

N89°17'09"E 2672.35'(O)

AG/RW-ENTORNO LLC
A.P.N. 1020-27-009C

15' DIRT ROAD

15' DIRT ROAD

34" PIPE

30' HIGH STORAGE SILO

LEGEND

- INDICATES CORNER OF
A.P.N. 1020-27-008L
& CAP. R.L.S. # 36070
- SCHEDULE "B" ITEM
- F.H. FIRE HYDRANT
 - P.P. POWER POLE
 - W.V. WATER VALVE
 - I.S. IRRIGATION STRUCTURE
 - S.H. STREET MANHOLE
 - T.S. TRAFFIC SIGNAL
 - E.T. ELECTRIC TRANSFORMER
 - G.D. GAS DISTRIBUTION
 - M. MEASURED DATA
 - BCBH BRASS CAP IN HAND HOLE
 - BF BRASS CAP FLUSH
 - BOF BOLLARD
 - A.P.N. ASSESSORS PARCEL NUMBER
 - M.C.R. MARICOPA COUNTY RECORDER
 - ASPHALT PAVEMENT

ALTA/NSPS LAND TITLE SURVEY
NE COR 99TH AVENUE & THOMAS ROAD

AVONDALE

Revised
02/26/2020



Date
01-22-2020
As-Built

Job No.
191203

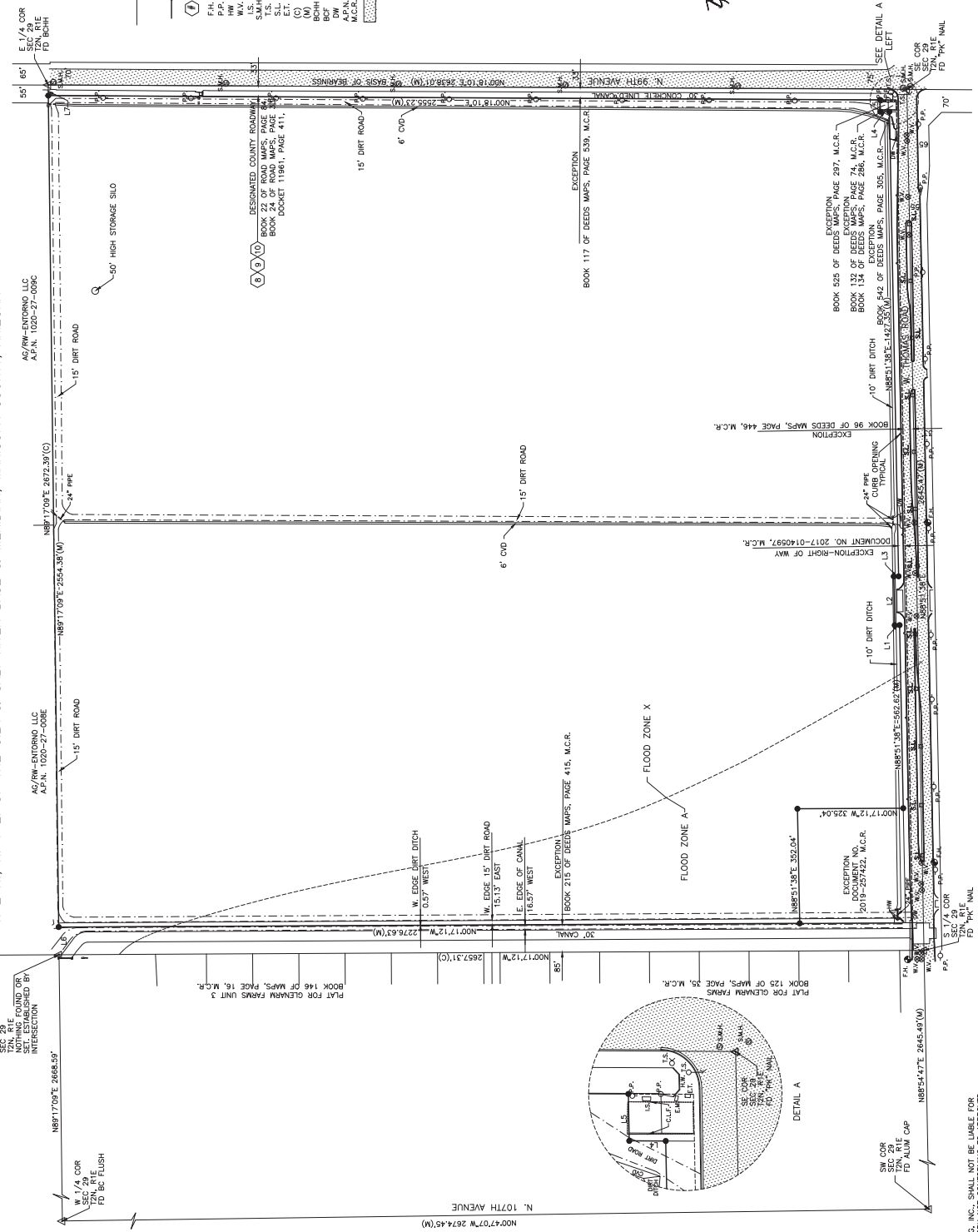
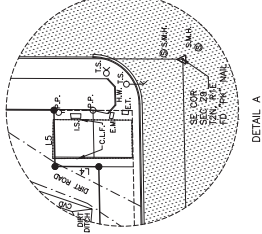
2 OF 2

ALTA/NSPS

LINE #	LENGTH	BEARING
L1	15.00'	N01°08'22"W
L2	150.00'	N89°51'38"E
L3	15.00'	N01°08'22"W
L4	28.01'	N00°18'10"E
L5	36.01'	N89°51'38"E
L6	85.00'	N89°17'09"E
L7	33.01'	N89°17'09"E



150 75 0 150
SCALE 1" = 150'



CLOUSE ENGINEERING, INC., SHALL NOT BE LIABLE FOR
ANY PORTION OF WORK NOT CONFORMING TO APPROVED
ENGINEERING STANDARDS OR ANY OTHER STANDARDS
WHICH THEIR STATES BE FOUND MISSING OR
DISTURBED.



AG/RW-ENTORNO LLC
A.P.N. 1020-27-008E N89°17'09"E 2672.39' A.P.N. 1020-27-009C

CENTER
SEC 29
T2N, R1E
NOTHING FOUND OR
SET. ESTABLISHED BY
INTERSECTION

85' EXCEPTION

BOOK 215 OF DEEDS MAPS, PAGE 415, M.C.R.

BOOK 117 OF DEEDS MAPS, PAGE 539, M.C.R.

RIGHT OF WAY
DOCUMENT NO. 2017-0140597, M.C.R.
RIGHT OF WAY EASEMENT
BOOK 96 OF DEEDS MAPS, PAGE 446, M.C.R.

EXCEPTION
DOCUMENT NO.
2019-257422, M.C.R.

PLAT FOR GLENARM FARMS
BOOK 125 OF MAPS, PAGE 35, M.C.R.
PLAT FOR GLENARM FARMS UNIT 3
BOOK 146 OF MAPS, PAGE 16, M.C.R.

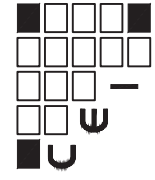
S 1/4 COR
SEC 29
T2N, R1E
FD "PK" NAIL

N88°51'38"E

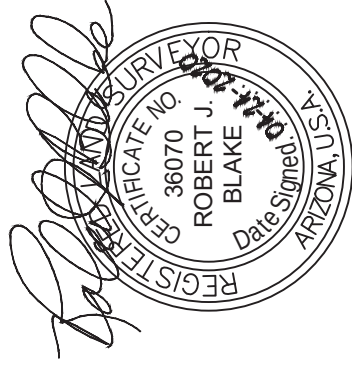
THOMAS ROAD

FD "PK" NAIL

SE COR
SEC 29
T2N, R1E



Clouse Engineers, Inc.
ENGINEERS & SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310



1"=400'
JOB #191203
04/24/2020



EXHIBIT

2554.98'
N00°18'10"W
2638.01'
99TH AVENUE
BASIS OF BEARINGS

E 1/4 COR
SEC 29
T2N, R1E
FD BCHH

S88°51'38"W
69.02'
S00°18'10"W
83.03'

Exhibit 5 - Legal Description

April 24, 2020
Job No. 191203

Legal Description for Fulton Homes Acclaim

A parcel of land situated in a portion of the Southeast quarter (SE1/4) of Section Twenty-nine (29), Township Two (2) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Beginning at the East quarter corner of said Section 29, being a found brass cap in hand hole from which a found “PK” nail marking the Southeast corner of said Section 29 bears South 00 degrees 18 minutes 10 seconds West a distance of 2638.01 feet;

Thence along the East line of said Southeast quarter of Section 29, South 00 degrees 18 minutes 10 seconds West a distance of 2254.98 feet;

Thence South 88 degrees 51 minutes 38 seconds West a distance of 69.02 feet;

Thence South 00 degrees 18 minutes 10 seconds West a distance of 83.03 feet to a point on the South line of said Southeast quarter of Section 29;

Thence along said South line, South 88 degrees 51 minutes 38 seconds West a distance of 2139.40 feet;

Thence North 00 degrees 17 minutes 12 seconds West a distance of 380.04 feet;

Legal Description
Job No. 191203
Fulton Homes Acclaim
April 24, 2020
Page 2 of 2

Thence South 88 degrees 51 minutes 38 seconds West a distance of 352.04 feet to a point on the Easterly line of that particular parcel as described in Book 215 of Deeds, Page 415, records of Maricopa County, Arizona;

Thence along said Easterly line, North 00 degrees 17 minutes 12 seconds West a distance of 2276.63 feet to a point on the North line of said Southeast quarter of Section 29;

Thence along said North line, North 89 degrees 17 minutes 09 seconds East a distance of 2587.39 feet to the **Point of Beginning**.

Note: The parcel contains 6,673,519 square feet or 153.2029 acres, more or less.



Aerial Photo of Subject Property



 Subject Property





- MAIN PARK - SOUTH
 - AQUATIC CENTER
 - (1) BOCCIE BALL COURT
 - (2) CORN HOLE
 - (2) RAMADA (30' x 30')
 - (2) SHED (10' x 10')
 - EVENT TENT
 - MULTI-USE TURF AREA
- MAIN PARK - NORTH
 - RAMADA (30' x 30')
 - RAMADA OVERLOOK (20')
 - (3) BOCCIE BALL COURTS
 - (1) BASKETBALL
 - SAND VOLLEYBALL
 - PICKLEBALL
 - SHADED SEATING NODES
 - MULTI-USE TURF AREA
- NEIGHBORHOOD PARK A
 - FULL BASKETBALL COURT
 - SHED (10' x 10')
 - TOTE LOT
 - LARGE TURF SPORT FIELD

IA
MAIN PARK - SOUTH
• AQUATIC CENTER

- MAIN PARK - NORTH
- RAMADA (30' x 30')
- RAMADA OVERLOOK (20')
- (2) BOCE BALL COURTS
- (2) CORN HOLE
- FULL BASKETBALL
- SAND VOLLEYBALL
- PICKLEBALL
- SHADED SEATING NODES
- MULTI-USE TURF AREA

- NEIGHBORHOOD PARK A
- FULL BASKETBALL COURT
- (2) RAMADA
- TOT LOT
- LARGE TURF SPORT FIELD

3 NEIGHBORHOOD PARK B

- HALF BASKETBALL COURT
- RAMADA
- TOT LOT
- MULTI-USE TURF AREA

4 NEIGHBORHOOD PARK C

- RAMADA
- TOT LOT
- MULTI-USE TURF AREA

PROJECT DATA	
	LOTS
	45' x 92'
	50' x 120'
	60' x 125'

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	<i>Acacia acuminata</i>	Mulga	24' Box
	<i>Acacia salicina</i>	Willow Acacia	24' Box
	<i>Casahuate casahuate 'Smoothie'</i>	Willow Casahuate	30' Box
	<i>Casahuate casahuate 'Park Dwarf'</i>	Chapala	24' Box
	<i>Casahuate casahuate 'Tri-Wire'</i>	Chapala	24' Box
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush
	<i>Ficus virens</i>	Fig Tree	20' Bush

①	Agave americana	Century Plant	5 Gd
②	Agave americana	Two Rowed Agave	5 Gd
③	Agave americana	Blue Aloe	5 Gd
④	Agave americana	Blue Aloe	5 Gd
⑤	Agave americana	Blue Aloe	5 Gd
⑥	Agave americana	Blue Aloe	5 Gd
⑦	Agave americana	Blue Aloe	5 Gd
⑧	Agave americana	Blue Aloe	5 Gd
⑨	Agave americana	Blue Aloe	5 Gd
⑩	Agave americana	Blue Aloe	5 Gd
⑪	Agave americana	Blue Aloe	5 Gd
⑫	Agave americana	Blue Aloe	5 Gd
⑬	Agave americana	Blue Aloe	5 Gd
⑭	Agave americana	Blue Aloe	5 Gd
⑮	Agave americana	Blue Aloe	5 Gd
⑯	Agave americana	Blue Aloe	5 Gd
⑰	Agave americana	Blue Aloe	5 Gd
⑱	Agave americana	Blue Aloe	5 Gd
⑲	Agave americana	Blue Aloe	5 Gd
⑳	Agave americana	Blue Aloe	5 Gd
㉑	Agave americana	Blue Aloe	5 Gd
㉒	Agave americana	Blue Aloe	5 Gd
㉓	Agave americana	Blue Aloe	5 Gd
㉔	Agave americana	Blue Aloe	5 Gd
㉕	Agave americana	Blue Aloe	5 Gd
㉖	Agave americana	Blue Aloe	5 Gd
㉗	Agave americana	Blue Aloe	5 Gd
㉘	Agave americana	Blue Aloe	5 Gd
㉙	Agave americana	Blue Aloe	5 Gd
㉚	Agave americana	Blue Aloe	5 Gd
㉛	Agave americana	Blue Aloe	5 Gd
㉜	Agave americana	Blue Aloe	5 Gd
㉝	Agave americana	Blue Aloe	5 Gd
㉞	Agave americana	Blue Aloe	5 Gd
㉟	Agave americana	Blue Aloe	5 Gd
㊱	Agave americana	Blue Aloe	5 Gd
㊲	Agave americana	Blue Aloe	5 Gd
㊳	Agave americana	Blue Aloe	5 Gd
㊴	Agave americana	Blue Aloe	5 Gd
㊵	Agave americana	Blue Aloe	5 Gd
㊶	Agave americana	Blue Aloe	5 Gd
㊷	Agave americana	Blue Aloe	5 Gd
㊸	Agave americana	Blue Aloe	5 Gd
㊹	Agave americana	Blue Aloe	5 Gd
㊺	Agave americana	Blue Aloe	5 Gd
㊻	Agave americana	Blue Aloe	5 Gd
㊼	Agave americana	Blue Aloe	5 Gd
㊽	Agave americana	Blue Aloe	5 Gd
㊾	Agave americana	Blue Aloe	5 Gd
㊿	Agave americana	Blue Aloe	5 Gd

	<i>Conoclinium</i>	Bush Morning Glory	1 Gal
	<i>Eremophila prostrata</i>	"Outback Sunrise"	1 Gal
	<i>Lantana montevidensis</i>	Trailing Purple Lantana	1 Gal
	Lantana x New Gold	New Gold Lantana	1 Gal
	<i>Rosa multiflora</i>	Trailing Rosemary	1 Gal
	<i>Solanum elaeagnifolium</i>	Yellow Dot	1 Gal

	Cynodon dactylon 'Midiron'	Midiron Hybrid Bermuda	Sod
	3/4" Screened Decomposed Granite Desert Brown or Equal, 2" Depth Min.		

Landscape Maintenance Schedule

PLANT LEGEND

TREES		SHRUBS/ACCENTS			
SYMBOL	SCIENTIFIC NAME	COMMON NAME	SIZE	EMITTER GPH	MAINTENANCE NOTES
	<i>Acacia anaura</i>	Mulga	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Acacia salicina</i>	Willow Acacia	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Castanopsis calacabo 'Snoothie'</i>	Thornless Castalcane	36" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Chalcipha tashekmenas 'Pink Dawn'</i>	Chalcipha **	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Fraxinus velutina 'Fan West'</i>	Fan West Ash *	36" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Jacaranda minosidolia</i>	Jacaranda	36" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Phoenix dactylifera</i>	Date Palm	20" Matched	See Palm Bubbler Schedule	Plant in compacted sand and backfill
	<i>Olea europaea 'Swan Hill'</i>	'Swan Hill' Olive	36" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Parkinsonia x 'Sonoran Emerald'</i>	Sonoran Emerald Palo Verde	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Pinus edulis</i>	Monzeli Pine	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Pistacia X 'Red Path'</i>	Red Path Pistachio **	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Prosopis hybrid Phoenix'</i>	Thornless Mesquite	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Quercus virginiana</i>	Live Oak **	36" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
	<i>Ulmus parvifolia</i>	Chinese Evergreen Elm **	24" Box	See Tree Emitter Schedule	Trim Canopy to 70% of free, State as required
			36" Box		
SHRUBS/ACCENTS		COMMON NAME	SIZE	EMITTER GPH	MAINTENANCE NOTES
	<i>Bougainvillea 'La Jolla'</i>	'La Jolla' Bougainvillea	5 Gal	2.0 GPH Emitter	Trim back to 12" March 1st
	<i>Casualopia pulcherrima</i>	Red Bird of Paradise	5 Gal	1.0 GPH Emitter	Trim shrub to 18" in Oct. Dormant in winter
	<i>Callistemon viminalis 'Little John'</i>	Little John	5 Gal	1.0 GPH Emitter	Trim branches to maintain natural shape
	<i>Dalpa opazata 'Sierra Gold'</i>	Sierra Gold Dalpa	1 Gal	1.0 GPH Emitter	Prune individual branches to maintain natural shape
	<i>Eriomphala glabra ssp. 'Carnosa 'Winter Blaze''</i>	'Winter Blaze' Eru Bush	5 Gal	1.0 GPH Emitter	Trim shrub to 18" March 1st each year
	<i>Eriomphala hydropath 'Blue Ball'</i>	Blue Balls	5 Gal	1.0 GPH Emitter	Trim shrub to 18" March 1st each year
	<i>Gossypium hirsutum</i>	San Marcos Hibiscus	5 Gal	1.0 GPH Emitter	Prune individual branches to maintain natural shape
	<i>Hesperaloe parviflora 'Brakeleight'</i>	Giant Hesperaloe	5 Gal	1.0 GPH Emitter	Trim dead or dying lower stalks by June 1st
	<i>Larrea x 'Dallas Red'</i>	Brakeleights Red 'Yucca	5 Gal	1.0 GPH Emitter	Trim dead or dying lower stalks by June 1st
	<i>Leucosiphium bursariae 'Rio Bravo'</i>	Dallas Red	5 Gal	1.0 GPH Emitter	Trim back to 12" in diameter on March 1
	<i>Leucosiphium candidum 'Thunder Cloud'</i>	Thunder Cloud Sage	5 Gal	1.0 GPH Emitter	Trim back to 18" diameter on March 1st
	<i>Muhlenbergia capillaris 'Regal Mist'</i>	'Regal Mist' Mulhy	5 Gal	2.0 GPH Emitter	Trim grass to 6" height on Feb 15th each year
	<i>Muhlenbergia indeniensis 'Autumn Glow'</i>	'Autumn Glow' Mulhy	5 Gal	2.0 GPH Emitter	Trim grass to 6" height on Feb 15th each year
	<i>Muhlenbergia rigens</i>	Deer Grass	5 Gal	2.0 GPH Emitter	Trim grass to 6" height on Feb 15th each year
	<i>Myrsine communis 'Compacta'</i>	Dwarf Hyrrie	5 Gal	2.0 GPH Emitter	Prune individual branches to maintain natural shape
	<i>Ruellia brittaniana</i>	Purple Ruella	5 Gal	1.0 GPH Emitter	Trim back to 12" in diameter on March 1 each year
	<i>Ruellia peninsularis</i>	Desert Ruella	5 Gal	1.0 GPH Emitter	Trim back to 18" in diameter on March 1 each year
	<i>Ruellia setifolia</i>	Coral fountain	5 Gal	1.0 GPH Emitter	Trim back to 24" in diameter in March.
	<i>Sesuv renopila</i>	Desert Cassia	5 Gal	1.0 GPH Emitter	Trim to 8" April 1st
	<i>Tecomax x 'Sunrise'</i>	Sunrise Espenроза	5 Gal	1.0 GPH Emitter	Trim branches March, and as needed

GROUNDCOVERS		COMMON NAME	SIZE	
⊕	<i>Convallaria officinalis</i>	Bush Morning Glory	1 Gal	1.0 GPH Emerit
●	<i>Lararia monensis</i>	Trailing Purple Liana	1 Gal	1.0 GPH Emerit
⊖	<i>Lararia x 'New Gold'</i>	New Gold Lararia	1 Gal	1.0 GPH Emerit
⊕	<i>Romarinus officinalis</i>	Trailing Rosemary	1 Gal	1.0 GPH Emerit
⊖	<i>Splachnola trifida</i>	Yellow Dot	1 Gal	1.0 GPH Emerit

ERENOPHILA PRUNED TO KEEP NATURAL SHAPE 	CAESALINIA PILCHERIANA PRUNED FOR WINTER 	LEUCOPHYLLUM AFTER PRUNING TO REELEVATE 	HEPERALOE PRUNING: CUT FLOWER STALKS ONLY: INCORRECT PRUNING 	HEPERALOE PRUNING: CUT FLOWER STALKS ONLY: CORRECT PRUNING 
--	---	--	---	---

MONTHLY MAINTENANCE SCHEDULE

JANUARY

- * LAWN MAINTENANCE / PERENNIAL RYE GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3:1:2 RATIO (EXAMPLE: 21:7:14)

FEBRUARY

- * LAWN MAINTENANCE / PERENNIAL RYE GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3:1:2 RATIO (EXAMPLE: 21:7:14)
- * LAWN MAINTENANCE / PERENNIAL RYE GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3:1:2 RATIO (EXAMPLE: 21:7:14)
- * TRIM ALL DEER GRASS AND PULL IT TO 6" IN HEIGHT WITH GAS POWERED TRIMMER AND BRUSHCUTTER BLADE

MARCH

- * LAWN MAINTENANCE / PERENNIAL RYE GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3:1:2 RATIO (EXAMPLE: 21:7:14)
- * TRIM ALL YELLOW AND PURPLE LAVANTA TO 6" DIAM ON MARCH 1ST
- * TRIM ALL FROST DAMAGE FROM YELLOD OAK
- * TRIM BOUGHAMILEA TO 12" DIAMETER ON MARCH 1ST
- * TRIM BUTTER FLUEA TO 2" IN HEIGHT ON MARCH 1ST
- * TRIM SAGE (RICE BAYO) BACK TO 2" IN HEIGHT ON MARCH 1ST
- * TRIM SAGE (THIO BAYO) BACK TO 18" IN HEIGHT ON MARCH 1ST

APRIL

* LAWN MAINTENANCE / PERENNIAL RYE GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3-1-2 RATIO (EXAMPLE: 21-7-14)
* TRIM CASSIA TO 8" ON APRIL 1ST
* TRIM VALENTINE BUSH BACK TO 2" AFTER APRIL 1ST
MAY
* LAWN MAINTENANCE / PERENNIAL RYE GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3-1-2 RATIO (EXAMPLE: 21-7-14)
* CUT RYE LOW TO ALLOW FOR BERMUDA TO GROW

JUNE

- * LAWN MAINTENANCE /BERMUDA GRASS: FERTILIZE ONCE WITH A PRODUCT THAT HAS 3-1-2 RATIO (EXAMPLE: 21-7-14). MOW AT RECOMMENDED HEIGHT. REMOVE THATCH WHEN 1/2" THICK OR MORE.
- * AERIFY AS NEEDED DURING THE FIRST 4 WEEKS OF SUMMER.
- * TRIM HESPERALOE FLOWER STALKS BACK TO THE BASE OF THE PLANT ON JUNE 1ST.

JULY

* LAWN MAINTENANCE/BERMUDA GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3-1-2 RATIO (EXAMPLE: 21-7-14). MOW AT RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE.

AUGUST → LAWN MAINTENANCE / PERMIA CRASS FERTILIZE ONCE WITH A

LAWN MAINTENANCE / BERMUDA GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3-1-2 RATIO (EXAMPLE: 21-7-14). MOW AT RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE.

SEPTEMBER

*) LAWN MAINTENANCE /BERMUDA GRASS. FERTILIZE ONCE WITH A

* PRODUCT THAT HAS 3:1-2 RATIO (EXAMPLE: 21-7-14). MOW AT RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE. TURN OFF IRRIGATION ONE WEEK PRIOR TO SCALPING BERMUDA GRASS. MUST BE DONE NO EARLIER THAN SEPTEMBER 25TH.

OCTOBER

* LAWN MAINTENANCE/PERENNIAL RYE GRASS
* REPAIR AND ADJUST SPRAY HEADS IF NEEDED
* PLANT PERENNIAL RYE GRASS AT THE RATE OF 15 POUNDS PER 1000 S
* FEET. DO NOT FERTILIZE UNTIL AFTER 1ST MOWING.

NOVEMBER

- * LAWN MAINTENANCE/PERENNIAL RYE GRASS
- * WHEN RYE IS 2" START MOWING - KEEP LENGTH AT LEAST 1 1/2 INCHES
- * ONCE ESTABLISHED YOU CAN LOWER MOWER.
- * TRIM RED BIRD OF PARADISE TO 6" HEIGHT ON NOV. 1ST

DECEMBER

* LAWN MAINTENANCE / PERENNIAL RYE GRASS. FERTILIZE ONCE WITH A PRODUCT THAT HAS 3:1-2 RATIO (EXAMPLE: 21-7-14)

* SPRAY PRE-EMERGENT (SURFALIN) IN DECOMPOSED GRANITE PLANTIN AREAS DURING THE MONTH OF DECEMBER FOR WEED CONTROL.

NOTES:

- * TREES WILL NEED TO BE TRIMMED AT LEAST ONCE IN THE SPRING.
- * SOME TREE SPECIES WILL ALSO NEED TO BE TRIMMED IN THE SUMMER AND FALL MONTHS.
- * PALM TREES WILL NEED TO MAINTAINED ON AN INDIVIDUAL BASIS.
- * RAKE DECOMPOSED GRANITE AREAS AT LEAST ONCE A MONTH.

BERMUDA GRASS - MONTHLY REQUIREMENTS

MONTHLY IRRIGATION		ANNUAL TOTAL	
HIGH TURF QUALITY	1.77	2.44	57.5
ACCEPTABLE TURF QUALITY	1.47	2.07	49.9

LANDSCAPE MAINTENANCE INTENT

THIS PLANT PALETTE WAS THOUGHTFULLY SELECTED WITH THE NATURAL FORM OF THE PLANT AS THE BASIS OF DESIGN. EACH PLANT HAS CHARACTERISTICS THAT ARE IDENTICAL TO THE NATURAL FORM OF THE PLANT. THE COLOR OF THE PLANT IS A SEASONAL COLOR. THERE ARE ALSO IMPORTANT ASPECTS OF THE DESIGN AND A PROGRAM WAS PUT IN PLACE TO MAKE SURE WE ARE SEEING THE BEAUTY OF THE NATURAL FORM OF THE PLANT MATERIAL. PRUNING FLOWERING SHRUBS IS AN IMPORTANT PART OF THE DESIGN. THE PLANT MATERIAL MUST BE KEPT IN A HEALTHY AND WELL SHAPED BUT THE NATURAL SHAPE CAN BE DESTROYED IF PLANTS ARE SHEARED REGULARLY. A SPECIALIZED PROGRAM OF MAINTENANCE NEEDS TO BE DEVELOPED TO MAINTAIN THE NATURAL SHAPE OF THE PLANTS. THE PLANTS MUST BE SPECIALLY MAINTAINED TO ALLOW EACH PLANT SPECIES TO RECOVER QUICKLY AND MAINTAIN THE NATURAL SHAPE AND FLOWERING CAPACITY THROUGHOUT THE REMAINDER OF THE YEAR. THIS WILL PREVENT SHRUBS FROM BECOMING WOODY AND IT WILL ALSO REDUCE THE ANNUAL MAINTENANCE COSTS.

PLEASE REFER TO THE PLANT SCHEDULE FOR THE MAINTENANCE REQUIREMENT OF EACH INDIVIDUAL PLANT.

DRIP IRRIGATION WATERING SCHEDULE

DAILY HIGH TEMP	WATERING HRS.	DAY INTERVAL	EMITTER ALLOCATION
50-75	0.5 HOURS	EVERY FIFTH DAY	SEE PLANT SCHEDULE
75-95	1.0 HOURS	EVERY THIRD DAY	SEE PLANT SCHEDULE
95-110	1.5 HOURS	EVERY OTHER DAY	SEE PLANT SCHEDULE
110 +	2.0 HOURS	EVERY OTHER DAY	SEE PLANT SCHEDULE

TURF IRRIGATION WATERING SCHEDULE

ALL BERMUDA AND RYE GRASS SHOULD BE DEEP WATERED IN ORDER TO PROMOTE DEEP ROOT GROWTH. ONCE ESTABLISHED, LANDSCAPE MAINTENANCE CONTRACTOR SHALL WATER THE TURF AREAS NO MORE THAN ONCE EVERY THREE DAYS. THE AMOUNT OF WATER APPLIED TO THE TURF AREA SHALL BE DIRECTLY PROPORTIONAL TO THE IRRIGATION SYSTEM PRECIPITATION RATE AND THE AMOUNT OF WATER REQUIRED FOR BERMUDA OR RYE GRASS AT A SPECIFIC TIME OF YEAR. (SEE SCHEDULE FOR BERMUDA GRASS BELOW LEFT).

FOR RYE GRASS WATERING REQUIREMENTS, PLEASE REFER TO THE PHOENIX WATER CONSERVATION OFFICE (602 256 3310) OR THE ARIZONA REPUBLIC'S WEATHER AGE. LAWN WATERING REQUIREMENTS ARE PUBLISHED DAILY

TREE EMITTER (MULTI OUTLET) SCHEDULE

TREES	MODEL	QTY PER TREE	TOTAL GPH
15 GAL	ML-210	2	10
24" BOX	ML-210	2	10
36" BOX	ML-210	2	12

PALM BUBBLER SCHEDULE

TREES	MODEL	QTY PER TREE	TOTAL GPM	TOTAL GPH
20' TALL	BROS 00	3	1	40

SELECTIVE THINNING TO PRESERVE NATURAL SHAPE OF PLANT

*NOTE:
TURFGRASS CONSUMPTION
USES VALUES FOR THE
PHOENIX AREA WERE
PROVIDED BY THE UNIVERSITY
OF ARIZONA COOPERATIVE
EXTENSION SERVICE



PLANT LEGEND

1A SHADED POOL AREA WITH KID'S PLAY TOYS
1B LAP LANES
2 POOL BUILDING
3 POOL EQUIPMENT ENCLOSURE

- 4 POOL RAMADA
- 5 SHADED TOT LOT
- 6 30' x 30' RAMADA
- 7 BOCCIE BALL COURT
- 8 CORNHOLE

- 9 TRELLIS SHADE STRUCTURE WITH SEATING
- 10 GARDEN WALL
- 11 LANDSCAPE BENCH
- 12 BBQ GRILL
- 13 TO ASH RECEPTACLE

13 TRASH RECEPTACLE
14 BIKE RACK
15 TURF
16 PET WASTE STATION
17 PARKING

18 AQUATIC CENTER MONUMENT SIGN

19 EVENT LAWN

40'

20'

10'

0'

NORTH

SCALE: 1" = 20'-0"

an (South)

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	<i>Acacia aneura</i>	Wattle	24" Box
	<i>Acacia saligna</i>	Hilltop Acacia	24" Box
	<i>Crested argemone</i> "Smooth"	Thornless Cuckoo	36" +
	<i>Chadler ashwagandha</i> "Red Dwarf"	Chadler	24" Box
	<i>Fleming's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's acacia</i> "Red Dwarf"	Red Dwarf	24" Box
	<i>Fraser's ac</i>		

PHILUS/ACCENTS	COMMON NAME	SIZE
1	Coincya filifera	5 Gall
2	Agave americana	5 Gall
3	Agave americana	20 Pot/ones Agave
4	Aloe hybrid 'Blue'	5 Gall
5	Bougainvillea 'Jojo'	5 Gall
6	Acacia saligna	5 Gall
7	Ceanothus palmiformis	5 Gall
8	Catalpa baccata	5 Gall
9	Cassia alcazarica	5 Gall
10	Cassia eriophylla	5 Gall
11	Coffea arabica var. 'Tall Top'	5 Gall
12	Calliandra argentea	5 Gall
13	Dalmanella	5 Gall
14	Dryas	5 Gall
15	Daylily when	5 Gall
16	Encelia farinosa	5 Gall
17	Encelia farinosa var. 'Crimson Wonder Bush'	5 Gall
18	Emmenanthe thyrsiflora 'Blue Bell'	5 Gall
19	Emmenanthe thyrsiflora 'Blue Bell'	5 Gall
20	Emmenanthe maculata 'Yankee'	5 Gall
21	Euphorbia rigida	5 Gall
22	Euphorbia rigida	5 Gall
23	Gesnerium theophrasti	5 Gall
24	Gesnerium theophrasti	5 Gall
25	Hesperis matronalis	5 Gall
26	Hesperis matronalis 'Blaugold'	5 Gall

[illegible][illegible]

L-3.02

08.26.2020

EP
GRO





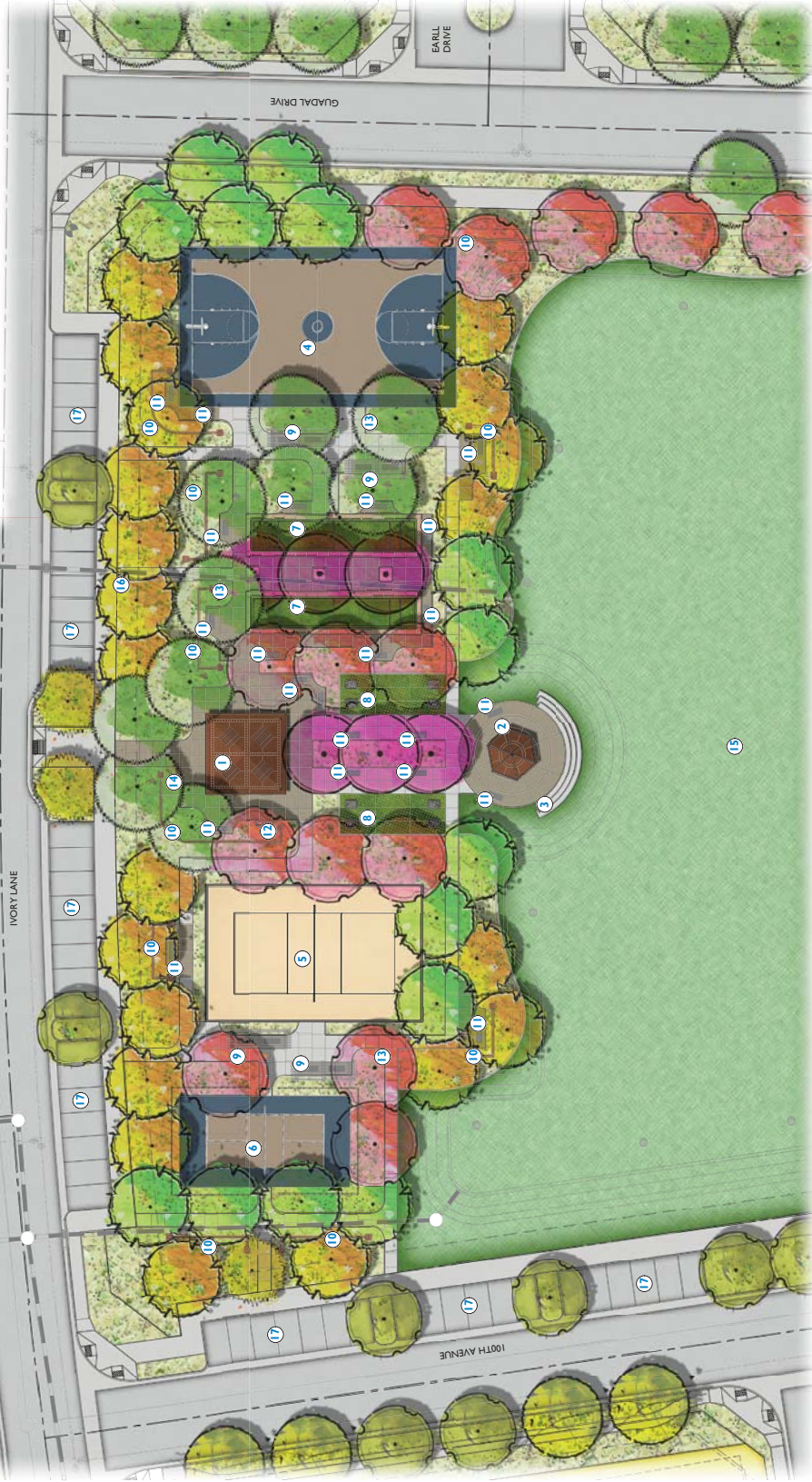
[Handwritten signature]

- 10 GARDEN WALL
- 11 LANDSCAPE BENCH
- 12 BBQ GRILL
- 13 TRASH RECEPTACLE
- 14 BIKE RACK
- 15 TURF FIELDS
- 16 PET WASTE STATION
- 17 PARKING



PLANT LEGEND	TREES	SHRUBS	COMMON NAME	SIZE
	<i>Ascarus avicula</i>		Maple	24" Box
	<i>Aucuba saligna</i>		Willow Aralia	24" Box
	<i>Clematis carolina 'Smash'</i>		Thornless Clematis	36" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box
	<i>Chamaelirium 'Pink Dwarf'</i>		Chinga **	24" Box

SUBROSCENTS		COMMON NAME	SIZE
①	Agave americana	Century Plant	5 Gal
②	Ayeria grandiflora	Tiny Flowered Agave	5 Gal
③	Aloe hybrid 'Blue Bird'	Blue Bird Aloe	5 Gal
④	Bougainvillea 'Jo Jo'	Jo Jo Bougainvillea	5 Gal
⑤	Carex flaccida	Red Bird of Paradise	5 Gal
⑥	Calceola calceolaria	Blue Bird Dancer	5 Gal
⑦	Calceola angustifolia	Pink Bird Dancer	5 Gal
⑧	Callispermum viminalis 'Lima John'	Little John	5 Gal
⑨	Daphne genkwa	Trailing Dog Bush	5 Gal
⑩	Dieffenbachia	Trailing Viper	5 Gal
⑪	Dieffenbachia	Brickhouse	5 Gal
⑫	Empoasca glabra 'Blue Canvas'	'Winter Blue' Emerald Bush	5 Gal
⑬	Empoasca glabra 'Blue Bird'	Blue Bird	5 Gal
⑭	Empoasca maxima 'Yankee'	'Yankee' Emerald Bush	5 Gal
⑮	Euphorbia rigida	Copier Plant	5 Gal
⑯	Gesnerium haenkei	San Marcos Hibiscus	5 Gal
⑰	Hesperis matronalis	Great Hesperis	5 Gal
⑱	Hesperis matronalis 'Redlighter'	Redlighter Red Yucca	5 Gal
⑲	Justicia speciosa	Mexican Hesperis	5 Gal
⑳	Larrea x 'Dallas Red'	Dallas Red Larrea	5 Gal
㉑	Lacynophyllum longimanum 'Rio Bravo'	Rio Bravo Sage	5 Gal
㉒	Lacynophyllum longimanum 'Thunder Cloud'	Thunder Cloud Sage	5 Gal
㉓	Lacynophyllum angustifolium 'Camarillo'	Camarillo Sage	5 Gal
㉔	Philodendron bipinnatifidum 'Red Heart'	'Red Heart' Philodendron	5 Gal
㉕	Philodendron bipinnatifidum 'Autumn Glow'	'Autumn Glow' Philodendron	5 Gal
㉖	Philodendron bipinnatifidum	Deep Green	5 Gal
㉗	Philodendron bipinnatifidum 'Compact'	Purple Philodendron	5 Gal
㉘	'Purple compactus' Philodendron	Deep Purple	5 Gal
㉙	Philodendron bipinnatifidum 'Pete's Pet'	Purple Ruffles	5 Gal
㉚	Ruellia brittoniana	Purple Ruella	5 Gal
㉛	Ruellia brittoniana	Deep Ruella	5 Gal
㉜	Ruellia brittoniana	Gold Ruella	5 Gal
㉝	Ruellia brittoniana	Flourishy Canna	5 Gal
㉞	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㉟	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊱	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊲	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊳	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊴	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊵	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊶	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊷	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊸	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊹	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊺	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊻	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊼	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊽	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊾	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
㊿	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
1	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
2	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
3	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
4	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
5	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
6	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
7	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
8	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
9	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
10	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
11	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
12	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
13	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
14	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
15	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
16	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
17	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
18	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
19	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
20	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
21	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
22	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
23	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
24	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
25	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
26	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
27	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
28	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
29	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
30	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
31	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
32	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
33	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
34	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
35	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
36	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
37	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
38	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
39	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
40	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
41	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
42	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
43	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
44	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
45	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
46	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
47	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
48	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
49	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
50	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
51	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
52	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
53	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
54	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
55	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
56	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
57	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
58	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
59	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
60	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
61	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
62	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
63	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
64	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
65	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
66	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
67	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
68	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
69	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
70	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
71	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
72	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
73	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
74	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
75	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
76	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
77	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
78	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
79	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
80	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
81	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
82	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
83	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
84	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
85	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
86	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
87	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
88	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
89	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
90	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
91	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
92	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
93	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
94	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
95	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
96	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
97	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
98	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
99	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
100	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
101	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
102	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
103	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
104	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
105	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
106	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
107	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
108	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
109	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
110	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
111	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
112	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
113	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
114	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
115	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
116	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
117	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
118	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
119	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
120	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
121	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
122	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
123	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
124	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
125	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
126	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
127	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
128	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
129	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
130	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
131	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
132	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
133	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
134	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
135	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
136	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
137	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
138	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
139	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
140	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
141	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
142	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
143	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
144	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
145	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
146	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
147	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
148	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
149	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
150	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
151	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
152	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
153	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
154	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
155	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
156	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
157	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
158	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
159	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
160	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
161	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
162	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
163	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
164	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
165	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
166	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
167	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
168	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
169	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
170	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
171	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
172	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
173	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
174	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
175	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
176	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
177	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
178	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
179	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
180	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
181	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
182	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
183	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
184	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
185	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
186	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
187	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
188	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
189	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
190	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
191	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
192	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
193	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
194	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
195	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
196	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
197	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
198	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
199	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
200	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
201	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
202	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
203	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
204	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
205	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
206	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
207	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
208	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
209	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
210	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
211	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
212	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
213	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
214	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
215	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
216	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
217	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
218	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
219	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
220	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
221	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
222	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
223	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
224	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
225	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
226	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
227	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
228	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
229	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
230	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
231	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
232	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
233	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
234	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
235	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
236	Simulacrum chinensis 'Violet'	Simulacrum Chinensis	5 Gal
237			



KEYNOTES

- 1 SHADED TOT LOT
- 2 BANADA (30' x 30')
- 3 GARDEN WALL
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 TRASH RECEPTACLE
- 7 BIKE RACK
- 8 TURF
- 9 6' CONCRETE PATH
- 10 PET WASTE STATION
- 11 BASKETBALL COURT

PLANT LEGEND		
TREES	SCIENTIFIC NAME	COMMON NAME SIZE
	Acacia senaria	Mulga 24" Box
	Acacia saligna	Willow Acacia 24" Box
	Casahuate cactaceae 'Smoothie'	36" Box
	Thoumilis Carabole	24" Box
	Chicopea	24" Box
	Chicopea salicariifolia 'Pink Dream'	24" Box
	Fraxinus velutina 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box
	Phoradendron 'Fay West'	24" Box





KEYNOTES

- 1 SHADED TOT LOT
- 2 RAMADA (20' x 20')
- 3 GARDEN WALL
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 TRASH RECEPTACLE
- 7 BIKE RACK
- 8 TURF
- 9 PET WASTE STATION

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	<i>Acacia senaria</i>	Mulle	24" Box
	<i>Acacia saligna</i>	Willow Acacia	24" Box
	<i>Cassipouira tamariscifolia</i>	Thornless Casahuate	36" Box
	<i>Chloris californiensis</i>	"Red Dwarf"	24" Box
	<i>Fraxinus velutina</i>	"Red Dwarf"	24" Box
	<i>Phoenix dactylifera</i>	Date Palm	20" Height
	<i>Olea europaea</i>	"Sweet Olive"	36" Box
	<i>Parthenocissus vitacea</i>	Scrub Vine	24" Box
	<i>Prunella</i>	Prunella	24" Box
	<i>Quercus agrifolia</i>	Live Oak	24" Box

SHRUBS/ACCENTS	SCIENTIFIC NAME	COMMON NAME	SIZE
	<i>Agave americana</i>	Century Plant	5 Gal
	<i>Agave parviflora</i>	Small Century Plant	5 Gal
	<i>Blue Bluff Aloe</i>	Blue Bluff Aloe	5 Gal
	<i>La jolla Sage</i>	La jolla Sage	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal
	<i>Red Bird of Paradise</i>	Red Bird of Paradise	5 Gal



FULTON HOMES

Avondale, AZ

Secondary Amenity Enlargement Plan (Northeast)

L-4.01

08.26.2020

EPS GROUP

ARCHITECT

08/26/2020



- 1 SHADED TOT LOT
- 2 RAMADA (20' x 20')
- 3 GARDEN WALL
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 TRASH RECEPTACLE
- 7 BIKE RACK
- 8 TURF
- 9 6' CONCRETE PATH
- 10 PET WASTE STATION
- 11 HALF BASKETBALL COURT

TREES	SCIENTIFIC NAME	COMMON NAME	SIZE
	<i>avocado</i>	Mango	24" Box
	<i>salix</i>	Willow Aralia	24" Box
	<i>rosa catalina Smoothie</i>	Thornless Cuckoo	36" Box
	<i>a sakuramiya Pink Dawn</i>	Cherry Bloss	24" Box
	<i>x salix Pink Vein</i>	Cherry Bloss	24" Box
	<i>x dasyloides</i>	Dark Palm	20" Bush
	<i>propagata Sun in Hat</i>	Sun in Hat Olive	36" Box
	<i>rosa x Soporosa Emerald</i>	Soporosa Emerald	24" Box
	<i>lindera</i>	Hamamelis	24" Box
	<i>x Red Pauli</i>	Red Pauli Rose	24" Box
	<i>in hybrid Phoenix</i>	Thornless Honeysuckle	24" Box
	<i>x virginiana</i>	Live Oak	24" Box
	<i>parvifolia</i>	Chinese Evergreen Elm	24" Box

[illegible]

	<i>Convolvulus arvensis</i>	Bush Morning Glory	I Gal
	<i>Erenophyta perata</i> 'Outback Sunrise'	'Outback Sunrise'	I Gal
	<i>Lanana montevidensis</i>	Trailing Purple Lanana	I Gal
	<i>Lanana</i> x 'New Gold'	New Gold Lanana	I Gal
	<i>Ranunculus officinalis</i> 'Huntington Carpet'	Trailing Ranunculus	I Gal
	<i>Sparganacola trilobata</i>	Yellow Dot	I Gal

	Cynodon dactylon "Midiron"	Midiron Hybrid Bermuda	Sod
	3/4" Screened Decomposed Granite Desert Brown or Equal, 2" Depth Min.		

- 1 SHADED TOT LOT
- 2 RAMADA (30' x 30')
- 3 GARDEN WALL
- 4 LANDSCAPE BENCH
- 5 BBQ GRILL
- 6 TRASH RECEPTACLE
- 7 BIKE RACK
- 8 TURF
- 9 6' CONCRETE PATH
- 10 PET WASTATION



PLANT LEGEND	SCIENTIFIC NAME	COMMON NAME	SIZE
	<i>avicoria</i>	Malpa	24" Box
	<i>salicina</i>	Willow Asatica	24" Box
	<i>iron caradaco Smooth'</i>	Thornless Caradaco	36" Box
	<i>x talheimensis 'Pink Dwarf'</i>	Chinga ++	24" Box
	<i>x talheimensis 'Pink Veal'</i>	Fan Weat Ash ++	24" Box
	<i>x diuturna</i>	Dae Palm	20" Matchbox
	<i>propaga 'Swan Hill'</i>	'Swan Hill' Olive	36" Box
	only x <i>Sorotom Emerald</i>	Sorotom Emerald/Pink Verde	24" Box
	<i>ladica</i>	Modelo Pine	24" Box
	<i>x 'Red Run'</i>	Red/Pink Peach ++	24" Box
	<i>x hybrid Phoenix'</i>	Thornless Mesquit	24" Box
	<i>x virginiana</i>	Live Oak ++	24" Box
	<i>parvifolia</i>	Chinese Evergreen Bin ++	24" Box

SHRUBS/ACCENTS	COMMON NAME	SIZE
----------------	-------------	------

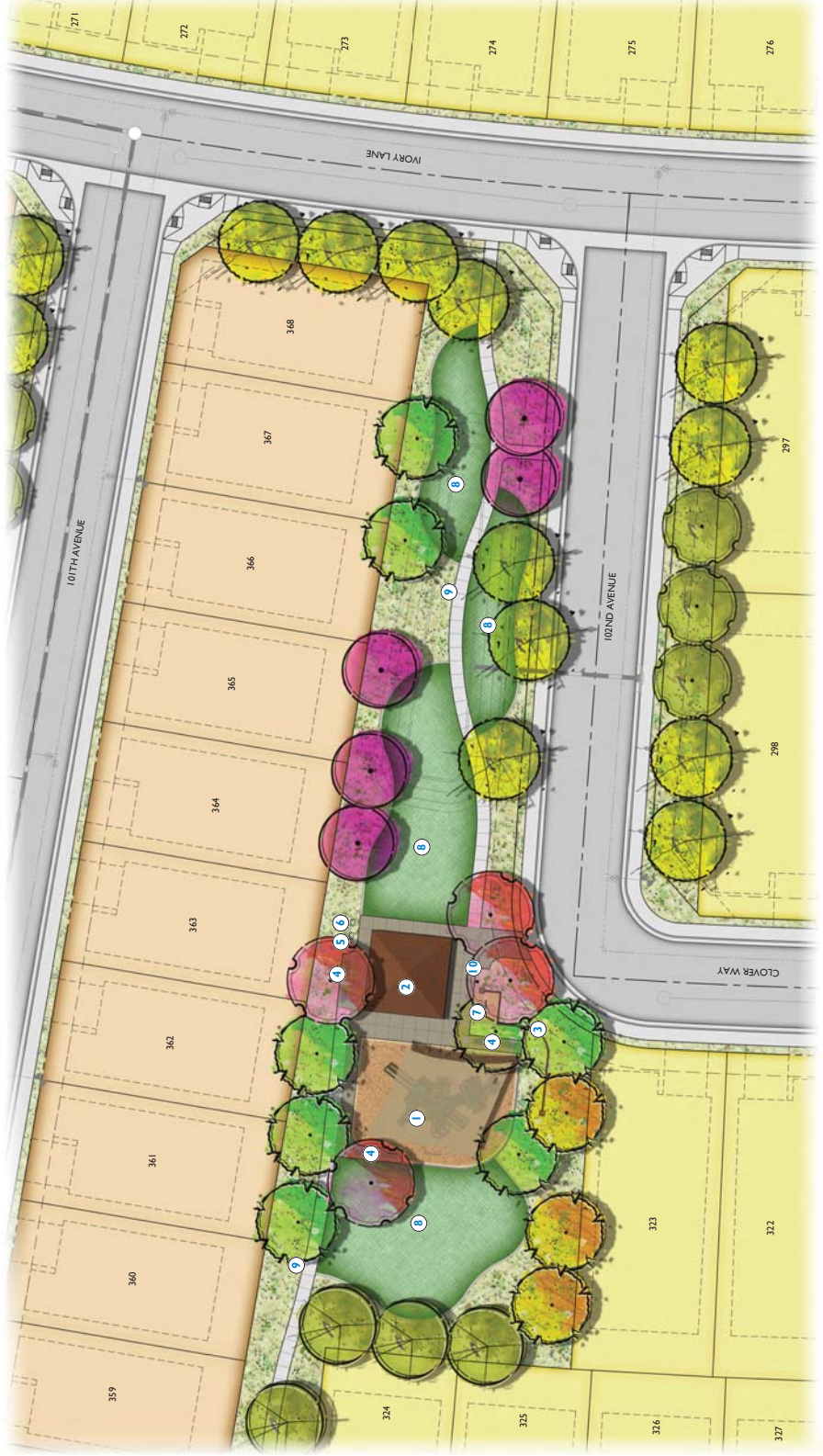
[illegible]

GROUNDCOVERS	COMMON NAME	SIZE
--------------	-------------	------

	<i>Convolvulus anemum</i>	Bush Morning Glory	1 Gal
	<i>Erenophyta perata</i> 'Outback Sunrise'	'Outback Sunrise'	1 Gal
	<i>Lanana montezensis</i>	Trailing Purple Lanana	1 Gal
	Lanana x 'New Gold'	New Gold Lanana	1 Gal
	<i>Ranunculus officinalis</i> 'Huntington Carpet'	Trailing Ranunculus	1 Gal
	<i>Sphagnum tridactylum</i>	Yellow Dot	1 Gal

TURF & INERT MATERIALS

	Cynodon dactylon "Midiron"	Midiron Hybrid Bermuda Sod
	3/4" Screened Decomposed Granite Desert Brown or Equal, 2" Depth Min. (6 sq. Meters or more)	





LEGEND	
SYMBOL	ITEM
	0.25 MILE PARK RADIUS
	MAIN PARK • AQUATIC CENTER • (2) BOCCIE BALL COURT • (2) CORN HOLE • (2) HANDBALL COURT • TOTTENHAM • TOT LOT • MULTUSE TURF AREA
	NEIGHBORHOOD PARK A • (2) BASKETBALL COURT • (2) PICKLE BALL COURT • RAMADA • TOT LOT • LARGE SPORT FIELD
	NEIGHBORHOOD PARK B • 1/2 BASKETBALL COURT • RAMADA • TOT LOT • MULTUSE TURF AREA
	NEIGHBORHOOD PARK C • 1/2 BASKETBALL COURT • RAMADA • TOT LOT • MULTUSE TURF AREA



LEGEND

SYMBOL

ITEM

6' SIDEWALK

5' CITY SIDEWALK

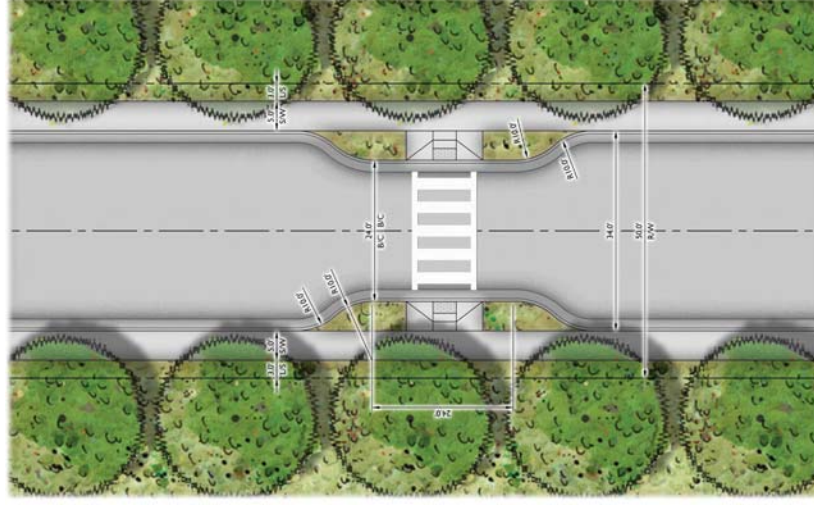
8' CONCRETE SIDEWALK

8' DETACHED SIDEWALK (UPGRADED CITY WALK)

6' DETACHED SIDEWALK (UPGRADED CITY WALK)

10' CONCRETE TRAIL IN 20' TRAIL EASEMENT

PEDESTRIAN CROSSING CHOKER (SEE DETAILS BELOW)

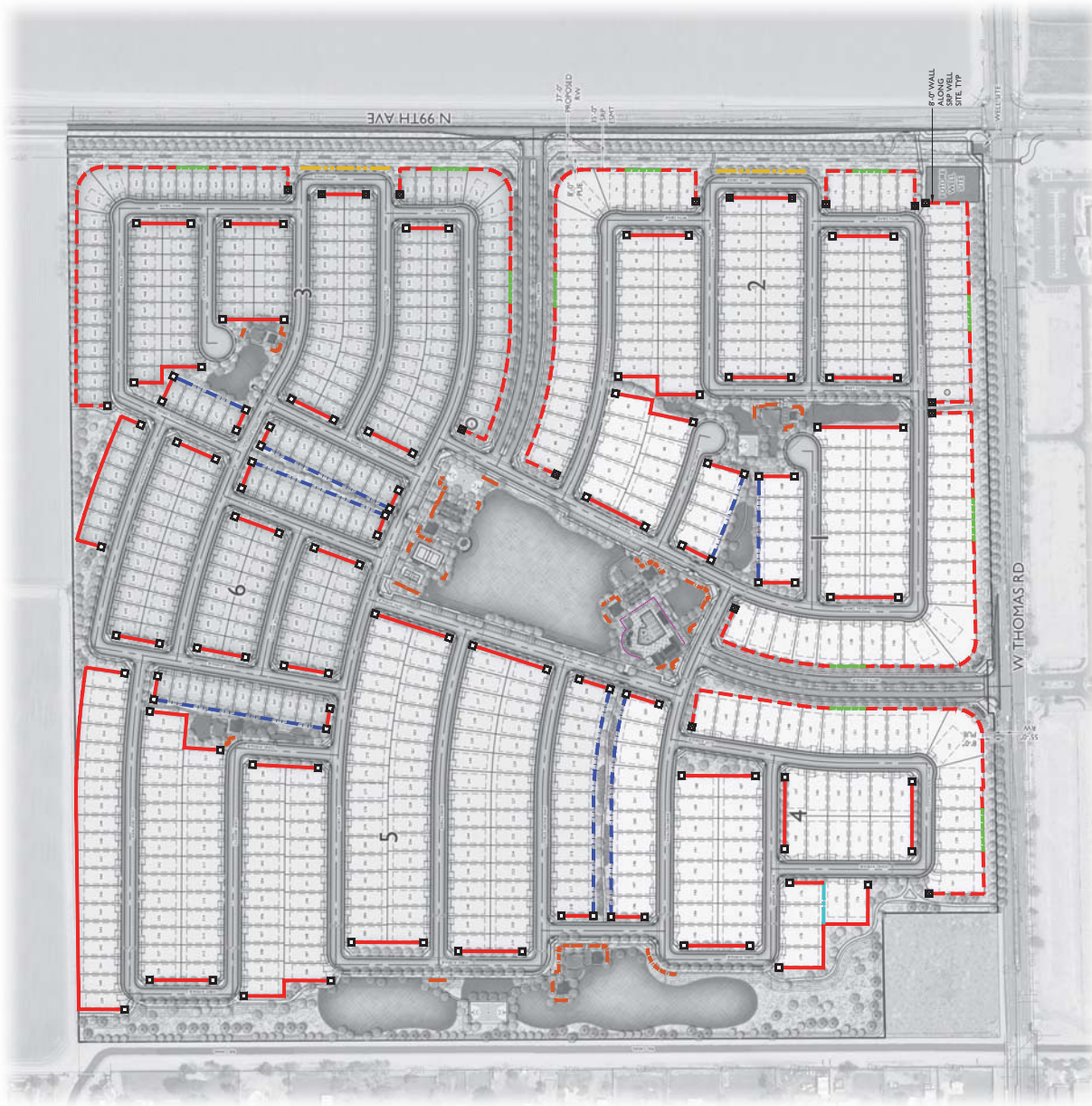


0' 75' 150' 300'
SCALE 1" = 150'-0"

1

TRAFFIC CALMING PEDESTRIAN CROSSING CHOKER

Scale: 1" = 10'-0"



SYMBOL	ITEM
	FOUNDERS FINISH COLUMN
	THREVE WALL COLUMN
	THREVE WALL (6'-0" TALL)
	THREVE WALL (7'-4" TALL)
	FOUNDERS FINISH PANEL
	PARTIAL VIEW WALL
	BUILDER WALL
	GARDEN WALL
	VIEW FENCE
	RAIL FENCE



L-6.01
08.26.2020





SPLIT FACE CMU BLOCK
Color: Desert by Superlite OAE



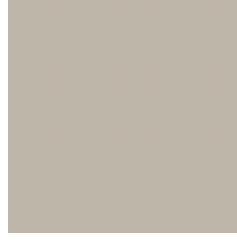
SMOOTH CMU BLOCK
Color: Desert by Superlite OAE



FOUNDERS FINISH CMU BLOCK
Color: Desert Blend by Superlite OAE



SONORAN CMU CAP
Color: Desert by Superlite OAE



METAL
Grey Beige RAL 1019 OAE



L-5.01
08.26.2020

Conceptual Wall Details

Avondale, AZ

Fulton Homes Acclaim



1 RAIL FENCE
Scale: 1/2" = 1'-0"

2 GARDEN WALL
Scale: 1/2" = 1'-0"



SMOOTH CMU BLOCK
Color: Desert by Superlite OAE

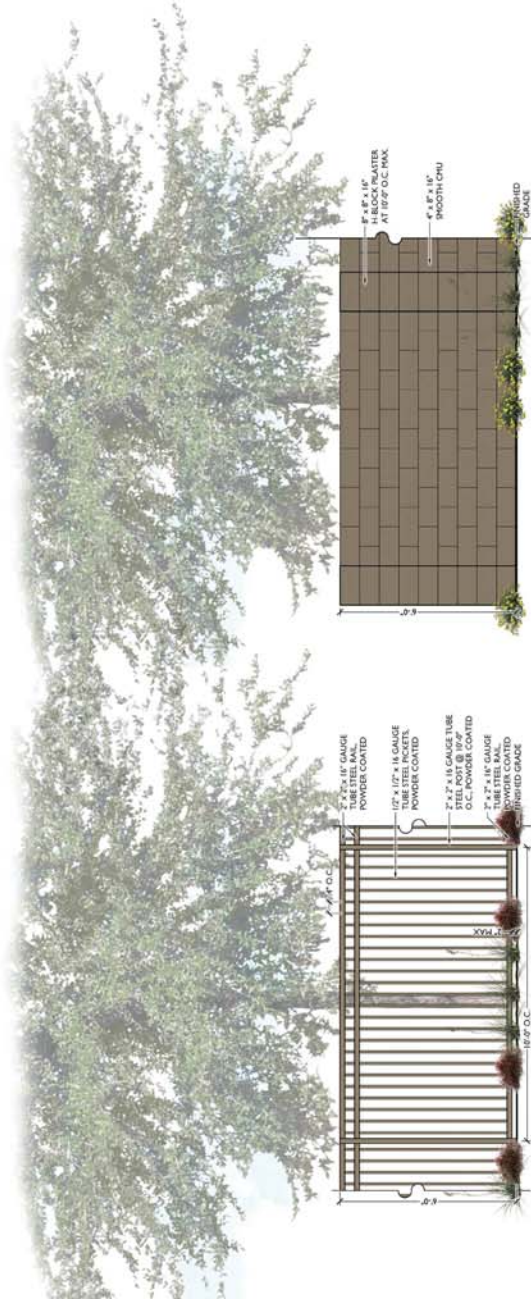
SPLIT FACE CMU BLOCK
Color: Desert by Superlite OAE



METAL
Gray Beige RAL 1019 OAE

SONORAN CMU CAP
Color: Desert by Superlite OAE

FOUNDERS FINISH CMU BLOCK
Color: Desert by Superlite OAE



3 FULL VIEW FENCE
Scale: 1/2" = 1'-0"

4 BUILDER WALL
Scale: 1/2" = 1'-0"

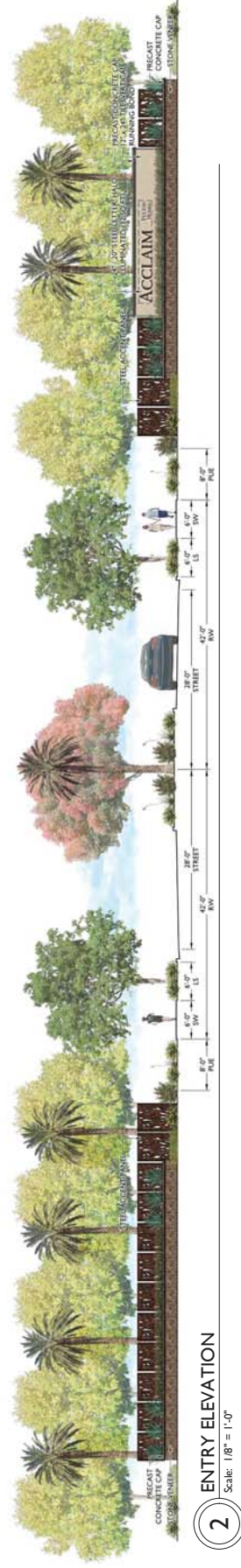
KEYNOTES

- 1 ENTRY MONUMENT SIGN WALL
- 2 ENTRY MONUMENT
- 3 ENTRY MEDIAN



THOMAS ROAD ENTRY ENLARGEMENT PLAN

Scale: 1/8" = 1'-0"



ENTRY ELEVATION

Scale: 1/8" = 1'-0"



1 99TH AVENUE ENTRY ENLARGEMENT PLAN
Scale: 1/8" = 1'-0"



L-2.03
08.26.2020

Avondale, AZ 99th Avenue Conceptual Entry Enlargement

FULTON HOMES | Fulton Homes Acclaim



1 ENTRY MONUMENT PLAN

Scale: 1/4" = 1'-0"



3 ENTRY MONUMENT SIGN PLAN

Scale: 1/4" = 1'-0"



2 ENTRY MONUMENT ELEVATION

Scale: 1/4" = 1'-0"



4 ENTRY MONUMENT SIGN ELEVATION

Scale: 1/4" = 1'-0"

LEGEND	
SYMBOL	ITEM
	ACTIVE OPEN SPACE +/- 24.43 AC
	PASSIVE OPEN SPACE +/- 12.43 AC



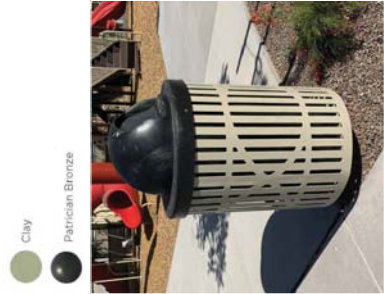
MATERIALS & COLOR BOARD



PET STATION
JJ204 BY Zero Waste USA
Color: Green OAE



LANDSCAPE BENCH
By Webcoat, Model BBWBWINGLINES,
Color: Seat: Clay, Frame: Patrician Bronze OAE



TRASH RECEPTACLE
By Webcoat, Model TR32CLASSIC
Color: Can Clay, Lid: Brown OAE



PICNIC TABLE
By Wabash Valley, DS201T Surface Mount
Color: Seat & Frame: Dark Bronze, OAE



BIKE RACK
By Webcoat, Model MSBR, In-Ground Mount
Color: Bronze OAE



BBQ GRILL
By Wabash Valley, Model GR105N
Color: Black OAE



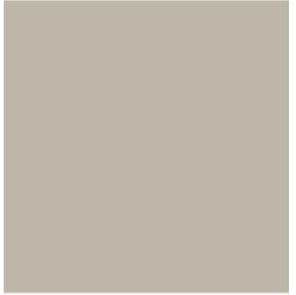
SMOOTH CMU BLOCK
Color: SW9183 Dark Clove by Sherwin Williams
OAE



SPLIT FACE CMU BLOCK
Color: SW7039 Virtual Taupe by Sherwin Williams
OAE



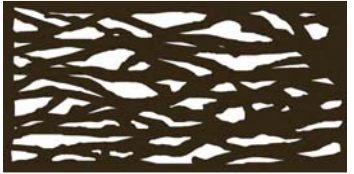
SONORAN CMU CAP
Color: SW9183 Dark Clove by Sherwin Williams
OAE



METAL
Color: Grey Beige RAL1019 OAE



DECOMPOSED GRANITE
Desert Brown: 3/4" Screened (Landscape Areas)
and 1/4" Minus (Paths) OAE



PARASOLEL PANEL
Pattern: Quiet Wood, Color: Umbria OAE

Fulton Homes Acclaim

A Elevations Spanish					B Elevations Cottage					C Elevations Farmhouse					D Elevations Craftsman - One Story					D Elevations Craftsman - Two Story				
Scheme	1	2	3	4	Scheme	5	6	7	8	Scheme	9	10	11	12	Scheme	13	14	15	16	Scheme	13	14	15	16
Eagle Roofing	SW2837 Aurora Brown	SW7675 Seal Skin	SW9183 Dark Clove	SW9115 Cowboy Boots	Eagle Roofing	SW6119 Antique White	SW7027 Well-Bred Brown	SW7034 Accessible Beige	SW6097 Sturdy Brown	Eagle Roofing	SW7055 Van Dyke Brown	SW9091 Half Calf	SW6885 Dover White	SW7637 Oyster White	Eagle Roofing	SW6155 Rice Grain	SW6119 Antique White	SW7542 Natural	SW9165 Gossamer Veil	Eagle Roofing	SW6155 Rice Grain	SW6119 Antique White	SW7542 Natural	SW9165 Gossamer Veil
Fascia					Fascia					Fascia, Corbels, Window					Fascia, Corbels, Window					Fascia, Corbels, Window				
Body, Service Doors & Vents					Body, Service Doors & Vents					Siding					Siding, Garage & Pillars					Siding				
Stucco Accents, Popouts, Window Detail & Garage	SW7567 Natural Tan	SW7050 Useful Grey	SW6134 Netsuke	SW9101 Tres Naturale	Stucco Accent, Popouts, Window Detail & Garage	SW6388 Golden Fleece	SW7534 Outerbanks	SW7442 Pavestone	SW7725 Yearling	Body, Service Doors & Vents	SW7549 Studio Taupe	SW9112 Song Thrush	SW2813 Downing Straw	SW7739 Herbal Wash	Body, Service Doors & Vents	SW7544 Fenland	SW6122 Camelback	SW2846 Roycroft Bronze Green	SW7033 Brainstorm Bronze	Upper Body Garage & Pillars	SW6061 Best Bronze	SW9099 Saddle Up	SW2846 Roycroft Bronze Green	SW7033 Brainstorm Bronze
Front Door	SW9179 Anchors Aweigh	SW7625 Mount Etna	SW2802 Rookwood Red	SW6174 Andiron	Shutters & Front Door	SW7430 Raisin	SW7523 Burnished Brandy	SW7474 Peppercorn	SW6048 Terra Brun	Shutters & Front Door	SW7048 Urbane Bronze	SW9182 Rojo Maroon	SW6258 Tricorn Black	SW7630 Raisin	Shutters & Front Door	SW6069 French Roast	SW6994 Green black	SW7039 Virtual Taupe	Lower Body, Service Doors & Vents	SW6166 Eclipse	SW6124 Cardboard	SW2827 Colonial Revival Stone	SW2821 Downing Stone	SW6200 Link Grey
Mexican Tile					Coronado Stone	SW7430 Raisin	SW7523 Burnished Brandy	SW7474 Peppercorn	SW6048 Terra Brun	Coronado Stone	SW7048 Urbane Bronze	SW9182 Rojo Maroon	SW6258 Tricorn Black	SW7630 Raisin	Coronado Stone	SW6069 French Roast	SW6994 Green black	SW7039 Virtual Taupe	Shutters & Front Door	SW6069 French Roast	SW6994 Green black	SW7039 Virtual Taupe	SW2821 Downing Stone	SW6200 Link Grey
					Coronado Stone	SW7430 Raisin	SW7523 Burnished Brandy	SW7474 Peppercorn	SW6048 Terra Brun	Coronado Stone	SW7048 Urbane Bronze	SW9182 Rojo Maroon	SW6258 Tricorn Black	SW7630 Raisin	Coronado Stone	SW6069 French Roast	SW6994 Green black	SW7039 Virtual Taupe	Shutters & Front Door	SW6069 French Roast	SW6994 Green black	SW7039 Virtual Taupe	SW2821 Downing Stone	SW6200 Link Grey

FULTON HOMES

COLOR MATRIX 4/14/2020

FOREST AT FULTON HOMES ACCLAIM

4/21/2020

FULTON HOMES
You're Proud To Own, We're Proud To Build!



Landscape Associates, Inc.
8135 E INDIAN BEND RD.
SUITE 100
SCOTTSDALE, AZ 85250
P:480.941.0840 F:480.949.1041
Architecture • Planning • Visualization



UPPER FLOOR



UPPER FLOOR



UPPER FLOOR



PLAN 1072
1,072 SF

PLAN 2498
2,498 SF

PLAN 1951
1,951 SF

PLAN 1157
1,157 SF

PLAN 1892
1,892 SF

PLAN 2498
2,498 SF

PLAN 1691
1,691 SF

FULTON HOMES

FOREST AT FULTON HOMES ACCLAIM

50'X120' PLAN STREETSCAPE
LINDEROTH ASSOCIATES, INC.

THIS DOCUMENT IS THE PROPERTY OF LINDEROTH ASSOCIATES, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM. WITHOUT THE WRITTEN PERMISSION OF LINDEROTH ASSOCIATES, INC.



PLAN 1972 SPANISH - ELEVATION 'A' COLOR SCHEME 4	PLAN 2030 CRAFTSMAN - ELEVATION 'D' COLOR SCHEME 15	PLAN 1951 FARMHOUSE - ELEVATION 'C' COLOR SCHEME 11	PLAN 3157 SPANISH - ELEVATION 'A' COLOR SCHEME 2	PLAN 1892 COTTAGE - ELEVATION 'B' COLOR SCHEME 6	PLAN 1691 CRAFTSMAN - ELEVATION 'D' COLOR SCHEME 15
---	--	--	---	---	--

FRONT ELEVATION STREETSCAPE



PLAN 1972 SPANISH - ELEVATION 'A' COLOR SCHEME 4	PLAN 2030 CRAFTSMAN - ELEVATION 'D' COLOR SCHEME 15	PLAN 1951 FARMHOUSE - ELEVATION 'C' COLOR SCHEME 11	PLAN 3157 SPANISH - ELEVATION 'A' COLOR SCHEME 2	PLAN 1892 COTTAGE - ELEVATION 'B' COLOR SCHEME 6	PLAN 1691 CRAFTSMAN - ELEVATION 'D' COLOR SCHEME 15
---	--	--	---	---	--

REAR ELEVATION STREETSCAPE

FULTON HOMES

FOREST AT FULTON HOMES ACCLAIM

4/21/2020

50'X120' ELEVATION STREETSCAPE

LINDEROTH ASSOCIATES, INC.

ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM LINDEROTH ASSOCIATES, INC. PHOTOGRAPHY BY LINDEROTH ASSOCIATES, INC. 4/21/2020

GROVES AT FULTON HOMES ACCLAIM

4/21/2020

FULTON HOMES
You're Proud To Own, We're Proud To Build!



Landscape Associates, Inc.
8135 E INDIAN BEND RD.
SUITE 100
SCOTTSDALE, AZ 85250
P:480.941.0840 F:480.949.1041
Architecture • Planning • Visualization



FULTON HOMES

GROVES AT FULTON HOMES ACCLAIM
4/21/2020

PERSPECTIVE STREETSCAPE

LINDEROTH ASSOCIATES, INC.

60'X125' PLAN STREETSCAPE
LINDEROTH ASSOCIATES, INC.

LINDEROTH ASSOCIATES, INC.

[illegible]

REDWOOD VALLEY AT FULTON HOMES ACCLAIM

4/21/2020

FULTON HOMES
You're Proud To Own, We're Proud To Build!



Lend Lease Associates, Inc.
8135 E INDIAN BEND RD.
SUITE 100
SCOTTSDALE, AZ 85250
P.480.941.0840 F.480.949.1041
Architecture • Planning • Visualization



FULTON HOMES

RED OOD VALLE AT FULTON HOMES ACCLAIM
4/21/2020

PERSPECTIVE STREETSCAPE

LINDEROTH ASSOCIATES, INC.



UPPER FLOOR

UPPER FLOOR

UPPER FLOOR

UPPER FLOOR



PLAN 2180
2,180 SF

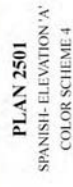
PLAN 2501
2,501 SF

PLAN 2363
2,363 SF

PLAN 1971
1,971 SF



FRONT ELEVATION STREETSCAPE



REAR ELEVATION STREETSCAPE

FULTON HOMES

RED OOD VALLE AT FULTON HOMES ACCLAIM

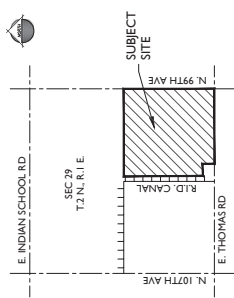
ELEVATION STREETSCAPE

LINDEROOTH ASSOCIATES, INC.

CIRCULATION PLAN FOR FULTON HOMES ACCLAIM

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T.2 N., R.1 E. OF THE GILA AND SALT RIVER & MERIDIAN,
MARICOPA COUNTY, ARIZONA.

VICINITY MAP



PROJECT TEAM

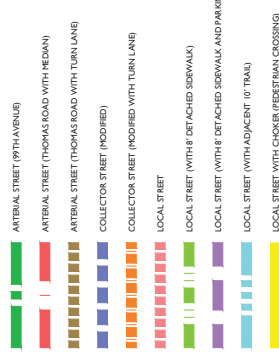
DEVELOPER
FULTON HOMES
9140 S. KYRENE RD., SUITE 100
TEMPE, AZ 85284
TEL: (480)-753-6789
CONTACT: NORM NICHOLLS
NNicholls@fultonhomes.com

ATTORNEY
GAMMAGE & BURNHAM
2 N. CENTRAL AVE., 15TH FLOOR
PHOENIX, AZ 85004
TEL: (602) 256-4422
CONTACT: STEPHEN A. SANDERSON
Sanderson@gblaw.com

M PLC
TH FLOOR
ANDERSON

LAND PLANNER AND LANDSCAPE ARCHITECT
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD., SUITE 120
MESA, AZ 85201
TEL: (480) 503-2250
CONTACT: JOSH HANNON & ALIZA SABIN
Josh.Hannon@epsgroupinc.com
Aliza.Sabin@epsgroupinc.com

CIRCULATION LEGEND



Project:
Fulton Homes Acclaim
GILBERT, AZ

Revisions:
AUGUST 27, 2020 - 1ST ZONING SUBMITTAL
JULY 16, 2020 - 2ND ZONING SUBMITTAL

Drawn by:
JH

Checked by:
JH

Prepared by:
JH

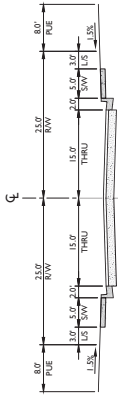
Not for Construction or Recording

Job No.
20-0146

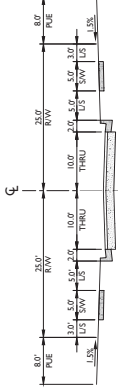
CP02

Sheet No.
2

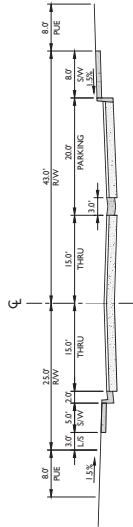
of 2



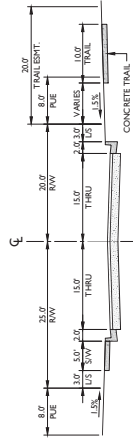
LOCAL STREET
NTS



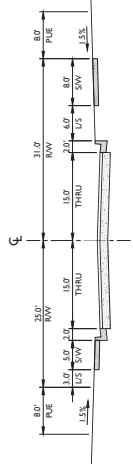
LOCAL STREET WITH CHOKER (PEDESTRIAN CROSSING)
NTS



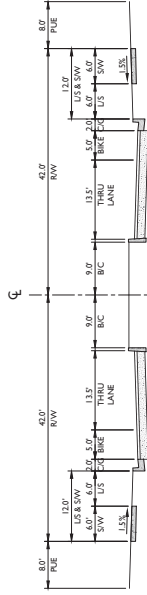
MODIFIED LOCAL STREET (WITH ON-STREET PARKING)
NTS



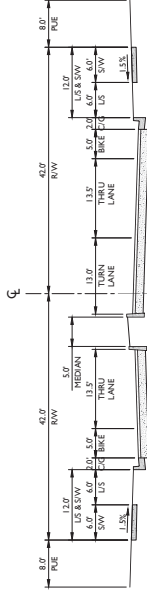
LOCAL STREET (WITH ADJACENT 10' TRAIL)
NTS



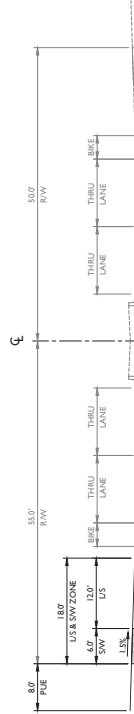
LOCAL STREET (WITH 8' DETACHED SIDEWALK)
NTS



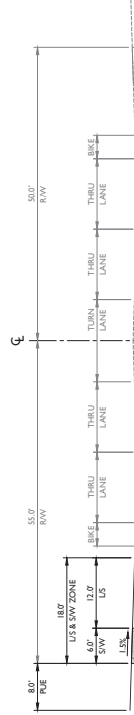
COLLECTOR (MODIFIED)
NTS



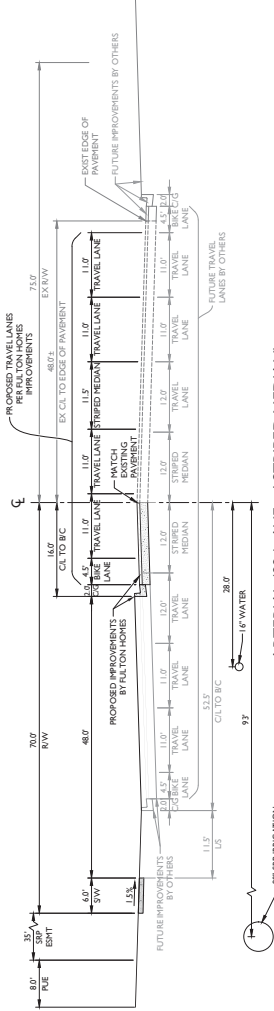
COLLECTOR (MODIFIED WITH TURN LANE)
NTS



ARTERIAL (THOMAS w/ MEDIAN)
NTS



ARTERIAL (THOMAS w/ TURN LANE)
NTS



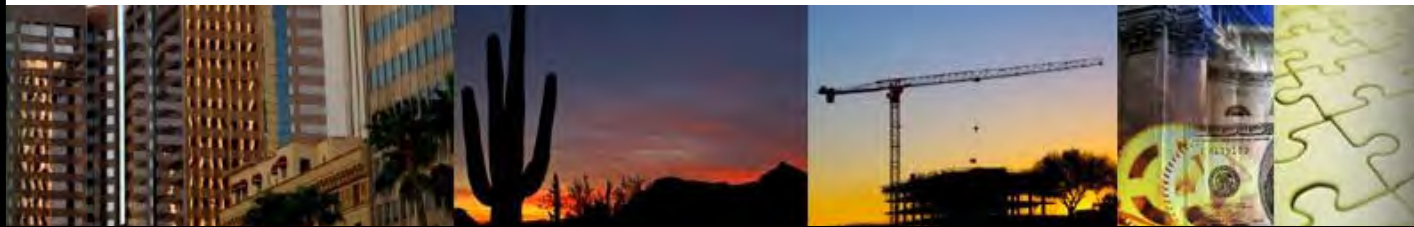
ARTERIAL (99th AVE w/ STRIPED MEDIAN)
NTS

Exhibit F

Economic Analysis

Fulton Homes Acclaim

NWC 99th Avenue & Thomas Economic Analysis Avondale, Arizona



Prepared for:

John F. Long Properties

and

Fulton Homes

March 2020

Prepared by:



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

Table of Contents

Executive Summary	i
1.0 Introduction	1
2.0 Greater Phoenix Economy Overview	4
3.0 Retail & Office Market Overview	7
4.0 Forecasts	24
5.0 Analysis of 99th Avenue Land Use Patterns	32
6.0 Findings & Conclusions	40



Executive Summary

Purpose of Study

Elliott D. Pollack & Company was retained to conduct an economic analysis of a proposed 148.5-acre rezoning and General Plan amendment for agricultural property at the northwest corner of 99th Avenue and Thomas Road in Avondale, Arizona. The requested General Plan Amendment is for a change from mixed use and freeway commercial to residential and park uses. The scope of this engagement is to evaluate the various economic and real estate aspects of the proposed General Plan amendment.

Fulton Homes Acclaim - Proposed Site Plan



Findings & Conclusions

- Most commercial development in Avondale has occurred along the I-10 corridor with excellent freeway visibility. The I-10 corridor is also well represented by major retailers. Retail gap analysis suggests very little excess demand, insufficient to trigger new retail entrants. In addition, the retail marketplace has been significantly impacted by both e-commerce and the rise of supercenters and warehouse clubs. For the Greater Phoenix area, the Great Recession resulted in much slower population and employment growth and retailers have become much more cautious in planning for new stores. Some ten years after the end of the recession, retail development has not returned to prior construction levels. This trend may continue for the foreseeable future and will impact properties currently designated for commercial development.
- Office development in the market area has been modest and constitutes only 3.2% of the metro's office inventory. Only 169,400 square feet of office space in four developments have been built in the market area over the last 10 years. Slow growth in office development is likely to continue for the foreseeable future.
- The historical planning, zoning, and subsequent rezoning of neighboring projects such as Virtua99 to the south and Parkside Village immediately to the north of the subject site is consistent with the market realities that the 99th Avenue Corridor is mistakenly categorized as a "Freeway Corridor" in Avondale. The eastern edge of the subject property and neighboring parcels within Avondale are more than a half mile from the Loop 101 and thus do not benefit from freeway visibility. In each of the cases along 99th Avenue, the ultimate, market driven land uses are turning out to be much more suburban with a focus on residential products.
- In contrast, there are several hundred acres of vacant land with freeway frontage along just the Loop 101 corridor from McDowell Road to Camelback Road. In total, there are approximately 815 acres on the east and west side of the Loop 101 that have a competitive advantage over the subject site by having true freeway visibility and thus benefit from high freeway traffic volumes whereas the subject site does not.
- The proposed residential developments will help to support the retail assets within the City of Avondale. Despite the obvious surplus in most of the retail categories, each new additional resident will create demand for local serving retail, either by strengthening existing retail or inducing new development. Continued residential development in all forms within the market area will be critical to the eventual success of existing retail assets and additional commercial development. Local residents will be the main source



of retail demand and also provide a local workforce for future office development. Residential development must come first, eventually building to a critical mass of residents to attract additional retailers and employers.

- An important question related to the proposed General Plan amendment is its potential impact on the inventory of land available for employment uses. Avondale has approximately 3,140 acres of vacant land that is planned for commercial and employment uses. According to Maricopa Association of Governments, between 2020 and 2055, employment is expected to grow by another 22,200 jobs. Based on current employment density patterns, these 22,200 jobs can be accommodated on approximately 900 acres of land. This forecasted land demand compares favorably with the over 3,140 acres of available commercial and employment land within the City. This forecast is considered conservative and does not take into account:
 - Intensification of non-residential development in Avondale that will likely occur over the next 35+ years. The land inventory in Avondale will, therefore, accommodate more employees per acre than it has in the past.
 - Redevelopment of existing commercial and employment areas will occur in the future as buildings age and become obsolete for modern business purposes. This will result in more land being made available for development beyond the existing 3,140 acres of vacant property.

In our opinion, the rezoning of the subject site to residential uses will not affect the City's efforts to continue to attract businesses to the community. The City has a significant inventory of commercial and employment land that will provide for the long-term economic health of the community.

Overall, the proposed General Plan amendment for residential uses:

- Is more compatible for the site given its characteristics, neighboring developments, and location along 99th Avenue over a half mile away from the Loop 101 freeway. The site is at a considerable competitive disadvantage as a commercial property compared to over 800 acres of neighboring parcels with real freeway visibility.
- Will accommodate new resident growth which will support existing and planned commercial development.
- Will not harm the city's efforts to continue to attract high-wage businesses or commercial development to the community based on available land compared to expected job growth.



1.0 Introduction

1.1 Purpose of Study

Elliott D. Pollack & Company was retained to conduct an economic analysis of a proposed 148.5-acre rezoning and General Plan amendment for agricultural property at the northwest corner of 99th Avenue and Thomas Road in Avondale, Arizona. The requested General Plan Amendment is for a change from mixed use and freeway commercial to residential and park uses. The scope of this engagement is to evaluate the various economic and real estate aspects of the proposed General Plan amendment. Our analysis will include the following.

- A brief overview of the Greater Phoenix and Southwest Valley commercial/employment market in terms of historic absorption and construction activity and future forecasts from reliable sources such as the Maricopa Association of Governments (MAG) and the University of Arizona.
- An analysis of the vacant employment/commercial land inventory in Avondale and the forecasted demand for employment/industrial land over the next thirty-five years, focusing on the ability of Avondale to meet its employment goals if a portion of the land is converted to residential uses.
- A review of surrounding parcels in terms of development plans, land uses, and competitive position compared to the subject property.

The land that is subject to the proposed General Plan Amendment is shown on the following page with a proposed plan of development. In addition, the following table outlines the development plan, including various single family detached products, neighborhood parks, an aquatic center, and other community amenities.

Fulton Homes Acclaim Development Plan	
Land Use	Units
Parks/Open Space	
Single Family (45ft Lots)	224
Single Family (50ft lots)	240
Single Family (60ft lots)	117
TOTAL	581
Source: John F Long; Novo Development; Anderson Baron	



Fulton Homes Acclaim - Proposed Site Plan



1.2 Limiting Conditions

This study prepared by Elliott D. Pollack and Company is subject to the following considerations and limiting conditions.

- The reported economic findings outlined in this report represent the considered judgment of Elliott D. Pollack and Company based on the assumptions, analyses, and methodologies described in the report.



- Except as specifically stated to the contrary, this study does not give consideration to the following matters to the extent they exist: (i) matters of a legal nature, including issues of legal title and compliance with federal, state and local laws and ordinances; and (ii) environmental and engineering issues, and the costs associated with their correction. The user of this study will be responsible for making his/her own determination about the impact, if any, of these matters.
- This study is intended to be read and used as a whole and not in parts.
- The analysis outlined in this study is based on currently available information and estimates and assumptions about long-term future trends. Such estimates and assumptions are subject to uncertainty and variation. Accordingly, we do not represent them as results that will be achieved. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur; therefore, the actual results achieved may vary materially from the forecasted results. The assumptions disclosed in this analysis are those that are believed to be significant to the projections of future results.



2.0 Greater Phoenix Economy Overview

2.1 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 2018 and 2019 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 Phoenix Rank	Number of Metro Areas	Year	Greater Phoenix 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			
*Preliminary 2019 Data					
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 2019, 61,800 jobs were created in Greater Phoenix. On a percentage basis, Greater Phoenix ended with a job increase of 2.93% for the year.

Fastest Growing Employment Centers 2019 By Numeric Growth		
Rank	Metro Area	Net Change 2018-2019
1	New York	116,300
2	Dallas	113,800
3	Houston	82,700
4	Los Angeles	74,000
5	Phoenix	61,800
6	San Francisco	61,800
7	Atlanta	57,700
8	Seattle	56,900
9	Chicago	56,500
10	Miami	54,200
Source: U.S. Bureau of Labor Statistics		

Fastest Growing Employment Centers 2019 By Percentage Growth		
Rank	Metro Area	% Change 2018-2019
1	Orlando	3.59%
2	Dallas	3.09%
3	Phoenix	2.93%
4	Seattle	2.78%
5	Houston	2.68%
6	San Jose	2.64%
7	San Francisco	2.53%
8	Charlotte	2.46%
9	Las Vegas	2.41%
10	Austin	2.40%
Source: U.S. Bureau of Labor Statistics		

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.

2.2 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.



3.0 Retail & Office Market Overview

3.1 Retail

Market conditions existing today in the retail real estate sector have been severely affected by the growth of E-Commerce and the Great Recession. The latest business cycle exposed significant longer-term challenges for the brick-and-mortar retail market in Greater Phoenix and across the country. Future changes in shopping trends that will affect how the market performs over the long term. Following are some of those trends and challenges.

- **Domination:** The market has become dominated by big box retailers and power/community shopping centers. The Avondale retail market illustrates a similar trend. There are numerous power centers and anchored shopping centers along the length of the I-10 with nearly every retail segment and brand found within the retail centers.
- **Obsolescence:** Retailing is constantly changing resulting in some companies going out of business as others are entering the marketplace. Part of the problem for companies that are experiencing difficulties is the inability to anticipate trends in shopping patterns and the impact of alternative methods of purchasing goods and services. Currently, restaurants and value-oriented retail such as Walmart, Target, Ross, TJ Maxx, and others are the most viable in the market and actively expanding. The list of retailers and restaurants that are in bankruptcy or have been in bankruptcy is extensive and include:
 - Sears
 - Toys “R” Us
 - Sport Authority
 - Aeropostale
 - Beauty Brands
 - Shopko
 - Gymboree
 - Charlotte Russe
 - Payless Shoe Source
 - Diesel
 - Z Gallerie
 - Kona Grill
 - Perkins and Marie Callender’s
 - Barneys New York
 - Forever 21
 - Destination Maternity
 - Avenue
 - Pier One
 - Charming Charlie
 - FTD
 - David’s Bridal
 - Mattress Firm
 - Gump’s
 - Brookstone
 - Rockport
 - Nine West
 - Claire’s
 - Winn-Dixie
 - Bon-Ton
 - Rue21
 - BCBG Maxazria
 - Wet Seal
 - The Limited



The types of retailers that have experienced bankruptcies fall into a few categories. Bookstores long ago experienced significant declines in sales. More recently, clothing and accessory retailers, including shoe retailers, have experienced the most difficulties along with department stores and grocery chains. Department store sales have been declining for decades with the growth of low-cost supercenters and warehouse outlets. Grocery stores have come under attack from a wide range of retailers that have moved into the grocery business.

The traditional department store will continue to likely see declining sales. Macy's and Kohl's have reported sales slumps. JC Penney is most vulnerable to changing shopping trends and has been hit with declining foot traffic for the past decade. It has been able to stay in business but has closed 20% of stores in recent years including 140 in 2018. Same store sales declined by 9% for the year ending in the second quarter of 2019.

- **Greater Phoenix is Over-Retailed:** Because of the region's tremendous history of growth, virtually all national retail chains want to be here, resulting in more retail space than is demanded by the population. In the past, many national retail chains built stores in advance of growth to establish their market area. When growth slowed during the Great Recession, many planned stores were put on hold or abandoned.
- **Consolidation:** As retail market conditions change, consolidation of companies within the industry occurs. This trend has been particularly evident in the grocery store sector as chains try to compete with Walmart, Target and Costco. Local grocer Bashas' has been through bankruptcy and is likely still vulnerable.
- **Internet or E-Commerce Sales:** The long-term threat to brick and mortar retailing is E-Commerce. Within the last 15 years, the market has seen seismic shifts in the manner in which people purchase retail goods and services. Certain segments of the retail market have been particularly hard hit. A later section of this report will provide further information on the E-Commerce trend.

In summary, there are two major trends that have had a significant impact the retail market.

- E-Commerce and
- The rise of off-price retailers and low-price supercenters and warehouse outlets.

Greater Phoenix Retail Market

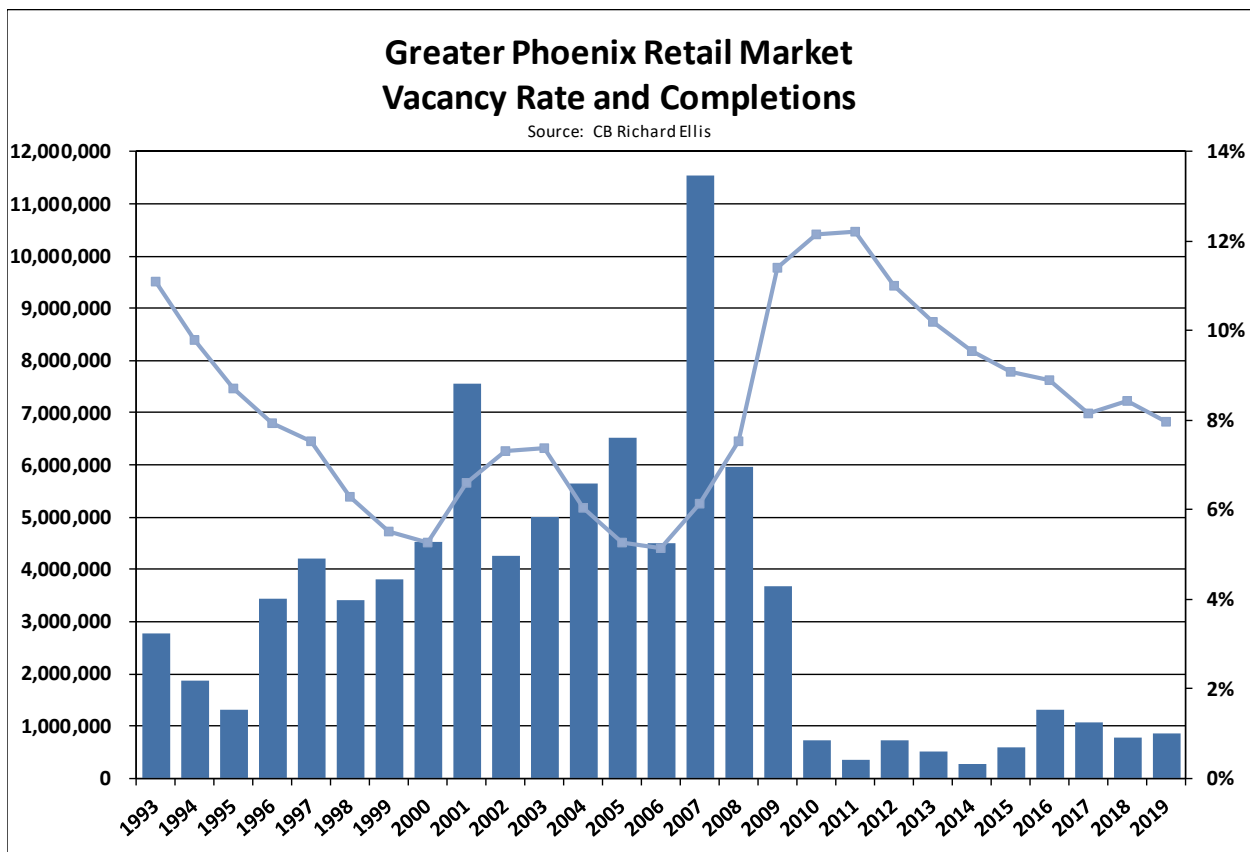
The Greater Phoenix retail market vacancy rate declined for the sixth straight consecutive quarter to 7.95% at the end of the fourth quarter of 2019. However, even with the tightening of the



market, new construction activity is disciplined. Construction activity is dominated by grocery-anchored projects with Sprouts, Fry's and Whole Foods as primary tenants. Power center development has largely been absent from the market.

Much of the absorption of space in Greater Phoenix over the past few years has been due to fitness and entertainment users backfilling vacant big-box and grocery store space. Since 2016, fitness users have absorbed 35 big-box spaces totaling over 1.0 million square feet. Due to demand for affordable fitness concepts, users like EoS Fitness, Planet Fitness, and LA Fitness are adding to their existing footprints. Newcomers include Crunch Fitness and VASA Fitness.

Even with the population and employment growth of Greater Phoenix area over the past two years, the retail market has not responded with significant construction activity. Greater Phoenix is in the top three metro areas in the country in job and population growth. Delivered retail space still is well below historic levels. Once again, E-Commerce and the popularity of supercenters and warehouse outlets is limiting extensive development of new retail space. Since 2010, retail space delivered to the market has averaged 721,200 square feet annually or the equivalent of three to four neighborhood shopping centers each year. In 2019, 856,600 square feet of retail space was delivered and only 491,900 square feet is under construction currently.



E-Commerce

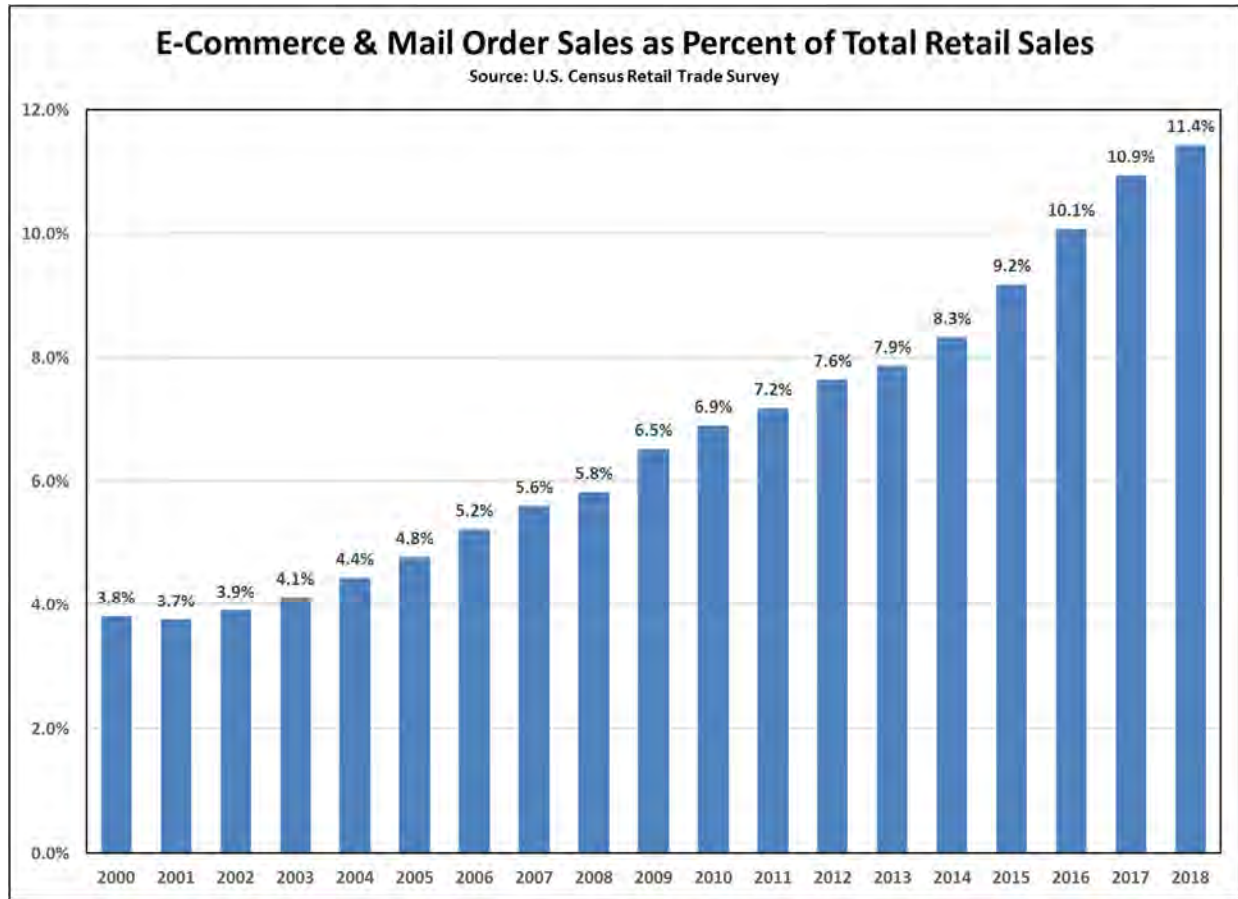
The U.S. Census defines E-commerce as:

“sales of goods and services where the buyer places an order, or the price and terms of the sale are negotiated, over an Internet, mobile device, extranet, Electronic Data Interchange (EDI) network, electronic mail, or other comparable online system. Payment may or may not be made online”.

The above definition technically excludes mail order sales from catalogs or other mail-order businesses. It does not include such businesses as mail-order book clubs. However, most catalog and book club purchases today are made over the internet and should properly be categorized as E-Commerce. For this study, mail order sales will be included in E-Commerce sales data.

Over the past 18 years, E-Commerce sales have grown by more than five-fold to \$604 billion, accounting for 11.4% of all retail sales in 2018. In 2000, E-Commerce only accounted for 3.8% of retail sales.





While 2019 retail sales data is not fully available, preliminary data indicates that E-Commerce sales and warehouse clubs and supercenter sales experienced significant increases again. Year-to-date data for 2018 and 2019 through September shows an increase of 13.7% for E-Commerce. Department store sales are down nearly 11% in 2019. The following chart also demonstrates where E-Commerce is having the most impact on certain business types. While total retail sales are up 3.2% for 2019, furniture stores, electronics/appliance stores, clothing, and sporting goods/hobby/book stores (among others) all show declining sales. These are the primary sectors of the retail market that have been significantly impacted firstly by E-Commerce and secondly by the rise of supercenters and warehouse clubs.



Retail Sales by BusinessType (in Millions) Year -To-Date September 2018 & 2019			
Business	Year-To-Date 2018	Year-To-Date 2019	Percent Change
Retail sales, total	\$3,875,341	\$4,000,671	3.23%
Motor vehicle and parts dealers	\$907,919	\$939,767	3.51%
Furniture and home furnishings stores	\$85,431	\$85,394	-0.04%
Electronics and appliance stores	\$71,008	\$68,098	-4.10%
Building mat. and garden equip. dealers	\$285,331	\$287,209	0.66%
Food and beverage stores	\$559,009	\$575,557	2.96%
Health and personal care stores	\$253,259	\$262,698	3.73%
Gasoline stations	\$385,282	\$385,432	0.04%
Clothing and clothing access. stores	\$188,399	\$187,757	-0.34%
Sporting goods, hobby, and book stores	\$57,378	\$55,210	-3.78%
General merchandise stores	\$502,573	\$510,659	1.61%
Department stores	\$32,038	\$28,550	-10.89%
Warehouse clubs and superstores	\$345,906	\$356,003	2.92%
Miscellaneous store retailers	\$95,663	\$98,213	2.67%
Electronic shopping and mail-order houses	\$422,549	\$480,242	13.65%
Source: U.S. Census Annual Retail Trade Survey			

The following chart shows E-Commerce and mail order sales by merchandise line for 2017. The data clearly shows how E-Commerce has disrupted various business types led by book stores where 63% of all sales are made online. Clothing, furniture, sporting goods, and toys and hobby goods businesses have all been impacted by E-Commerce. Those businesses that have not been substantially impacted are few but include motor vehicles, groceries, and building materials/garden equipment.



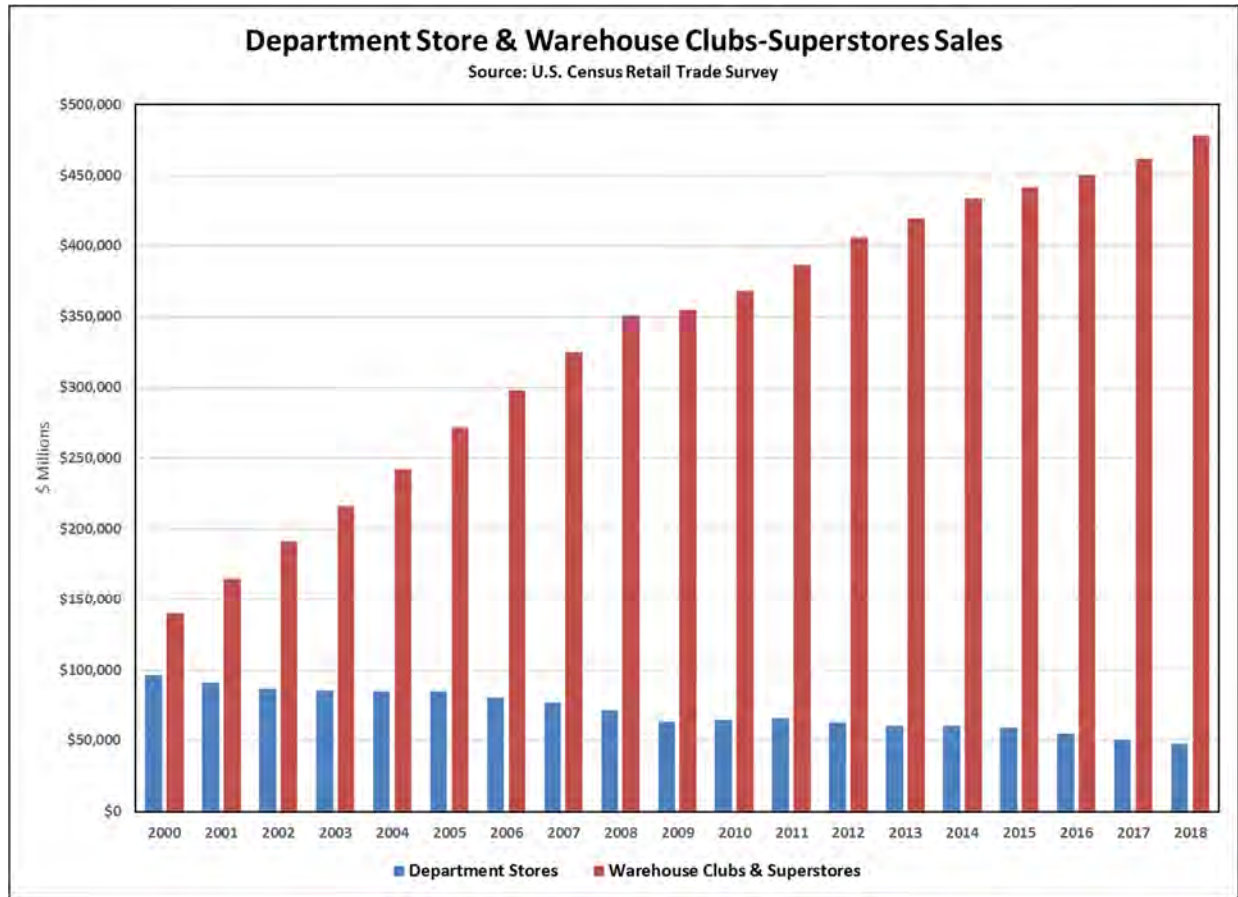
Percent E-Commerce & Mail Order Sales by Merchandise Line In Millions of Dollars - 2017			
Merchandise Line	Total Sales	E-Commerce & Mail Order	Percent E-Commerce & Mail Order
Book stores	\$28,371	\$17,989	63.4%
Clothing and clothing acc. stores	\$300,013	\$75,459	25.2%
Health & personal care stores	\$472,286	\$139,067	29.4%
Electronics and appliances	\$149,815	\$50,414	33.7%
Food, beer, and wine	\$741,285	\$15,370	2.1%
Furniture and home furnishing	\$166,743	\$52,960	31.8%
Sporting goods	\$64,050	\$18,857	29.4%
Jewelry	\$40,299	\$9,173	22.8%
Toys, hobby goods, and games	\$36,370	\$18,418	50.6%
Source: U.S. Census Retail Trade Survey			

Impact of Superstores and Warehouse Clubs

In addition to the impact of E-Commerce on brick-and-mortar outlets, the expansion of superstores, such as Target and Walmart, and warehouse clubs, such as Costco, has resulted in a shift of retail spending from traditional department stores and small retailers. Off-price and value-oriented retailing has become the driving force in the retail sector. The following chart illustrates the shift in spending.

In 2000, spending at traditional department stores in the U.S. totaled more than \$96 billion. Today, that spending has declined to less than \$48 billion, resulting in the closure of many national and regional department store chains and bankruptcies such as Sears. By comparison, spending at supercenters and warehouse clubs ballooned from \$140 billion in 2000 to \$478 billion in 2018. Power centers anchored by Walmart, Target, Home Depot, Lowes and similar big-box retailers have become the primary outlets for retail sales.



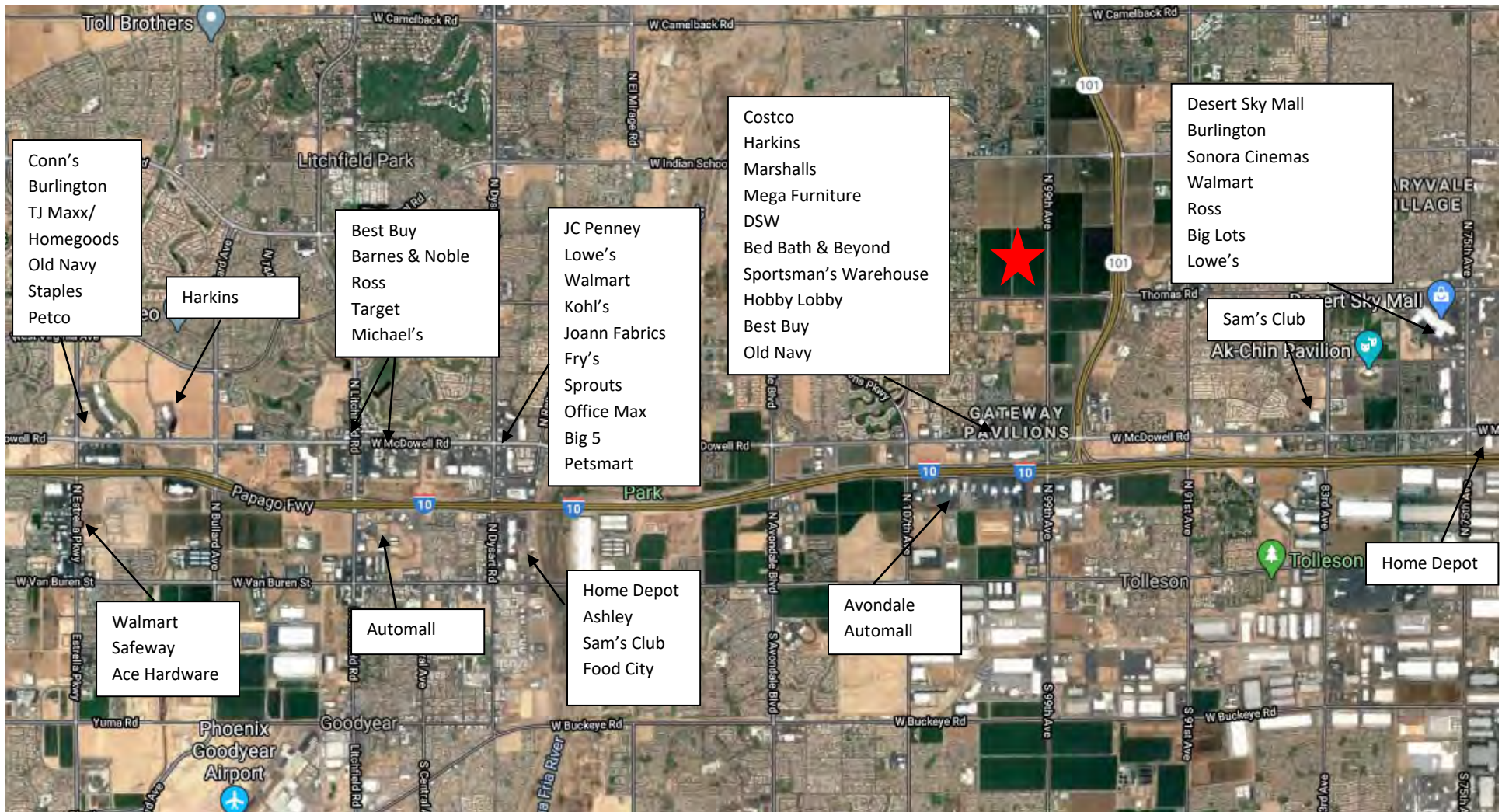


3.1.1 Southwest Valley Retail Market

The I-10 corridor between 75th Avenue and Estrella Parkway has a significant mix of retail development ranging from the Desert Sky regional mall to several power centers. The range of types of retail outlets and merchandisers is extensive and provides for the daily needs of residents. A number of grocery retailers are also located in the area. An aerial photo of the primary anchor tenants in relation to the subject site is provided on the following page.



Major Retailers along I-10 Corridor

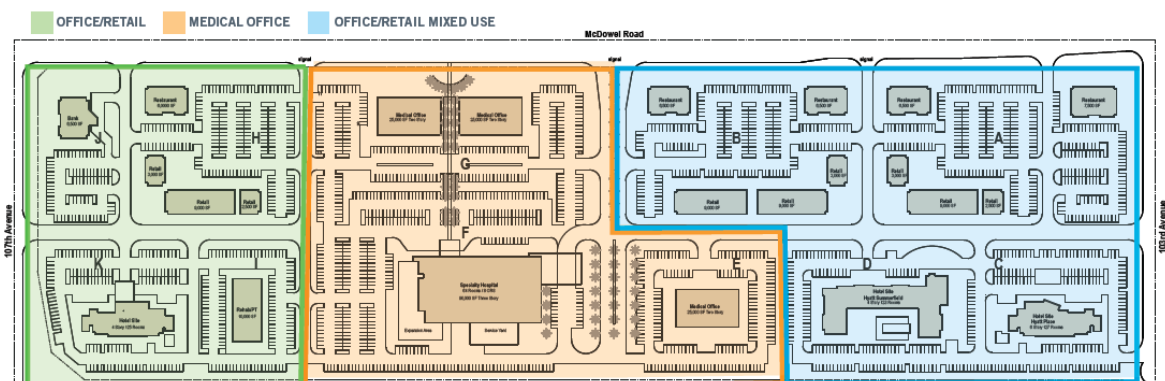


In the West/Southwest submarket, there is 1.2 million square feet of retail space planned in existing and future shopping centers.

Retail Construction Phases Under Construction & Planned					
Property Name Address	Total SF Year Built	Existing	Under Construction	Planned	Development Type
ALDI Laveen Center SE Baseline Rd/59th Ave	52,900 2019			52,900	Neighborhood Center
Canyon Trails Towne Center NE Yuma Rd Cotton Ln	700,000 2008	389,271		139,300	Power Center
EoS Fitness NE Encanto Ave/75th Ave	81,000 2018	35,000		46,000	Neighborhood Center
Estrella Commons SEC I-10/Estrella Pkwy	190,400 2019			190,400	Neighborhood Center
Laveen Park Place SW Baseline Rd/59th Ave	273,763 2018			273,763	Power Center
Maya Cinemas SW McDowell Rd/67th Ave	83,076 2019			83,076	Neighborhood Center
Park 10 SE McDowell Rd/107th Ave	146,305 2016	69,665		76,640	Retail/Office
Pebblecreek Village SW McDowell Rd Pebble Creek Pkwy	176,420 2018			176,420	Neighborhood Center
Sundance Marketplace SE Yuma Rd Watson Rd	64,151 2018			64,151	Community Center
Village Grove at Verrado NW Indian Schl Rd Jackrabbit Trl	173,557 2018			140,270	Neighborhood Center
Properties: 10	1,941,572	493,936		1,242,920	
Source: CBRE					

Some examples of planned centers are included below.

Park 10, a 43-acre mixed use project at the northeast corner of I-10 and 107th Avenue which is available for retail, medical and office uses. Nearly 70,000 square feet has been developed at the eastern edge of the property.



Estrella Commons, at the southeast corner of I-10 and Estrella Parkway. This is a mixed-use plan including two hotel sites, nearly 170,000 square feet of commercial space including a grocery store and theater, single family subdivisions totaling 430 homes, an apartment community and a 290-unit single family rental community.



3.1.2 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, home furnishings, electronics, and appliance stores are only category that shows any short term potential, although the demand gap is too low in these spending categories to trigger new store entrants.



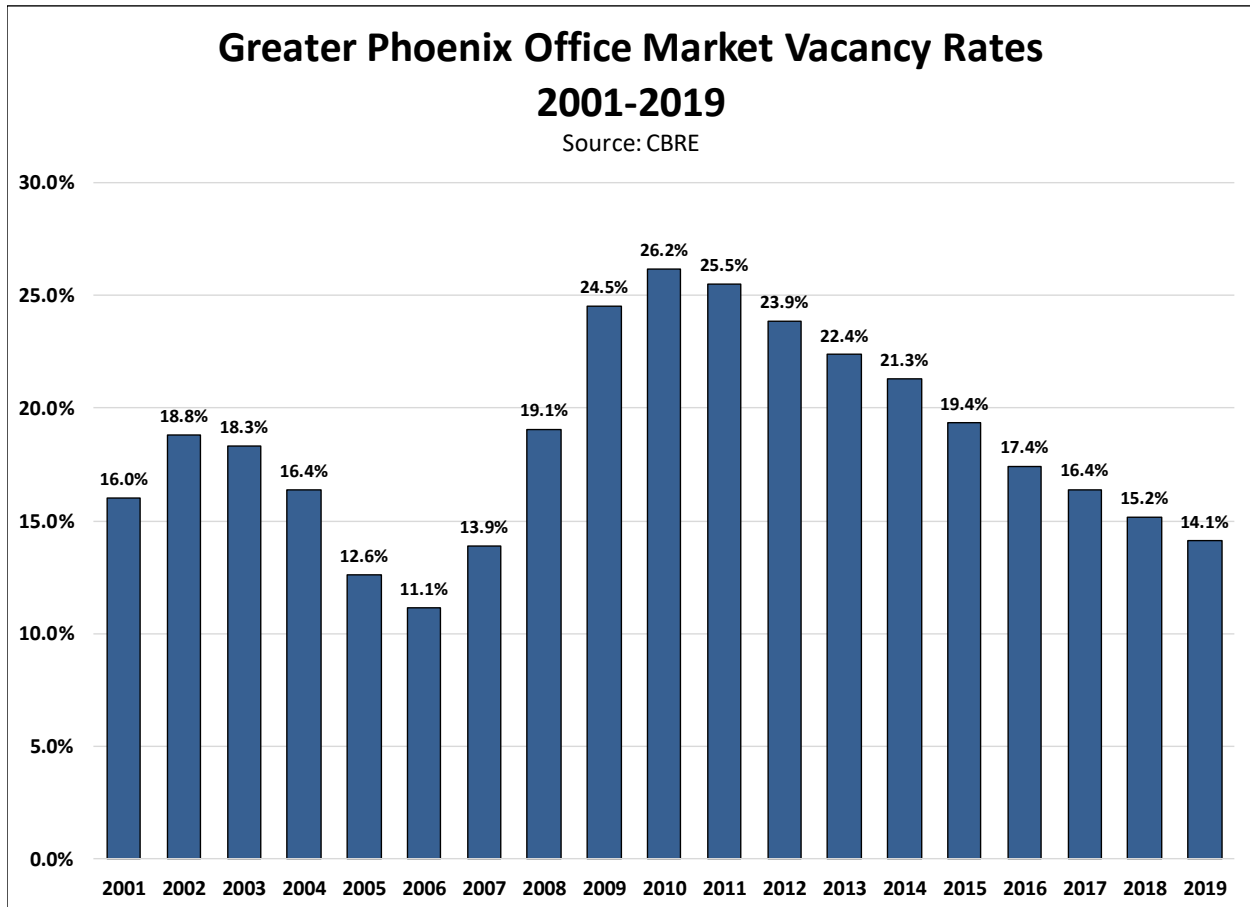
Retail MarketPlace Profile 99th Ave & Thomas Market Area			
2019 Population	223,152		
2019 Households	65,508		
2019 Median Disposable Income	\$46,757		
2019 Per Capita Income	\$20,248		
	Demand	Supply	
2017 Industry Summary	(Retail Potential)	(Retail Sales)	Retail Gap
Total Retail Trade and Food & Drink	\$1,972,445,030	\$3,440,890,690	-\$1,468,445,660
Total Retail Trade	\$1,777,886,445	\$3,138,452,141	-\$1,360,565,696
Total Food & Drink	\$194,558,585	\$302,438,549	-\$107,879,964
	Demand	Supply	
2017 Industry Summary	(Retail Potential)	(Retail Sales)	Retail Gap
Motor Vehicle & Parts Dealers	\$383,304,752	\$768,509,719	-\$385,204,967
Furniture & Home Furnishings Stores	\$59,710,384	\$51,882,260	\$7,828,124
Electronics & Appliance Stores	\$60,326,170	\$55,287,243	\$5,038,927
Bldg Materials, Garden Equip. &	\$120,426,555	\$131,381,240	-\$10,954,685
Food & Beverage Stores	\$304,062,668	\$391,418,195	-\$87,355,527
Health & Personal Care Stores	\$108,312,293	\$138,428,934	-\$30,116,641
Gasoline Stations	\$173,684,053	\$453,944,326	-\$280,260,273
Clothing & Clothing Accessories	\$83,744,010	\$104,149,605	-\$20,405,595
Sporting Goods, Hobby, Book & Music	\$50,396,901	\$61,174,782	-\$10,777,881
General Merchandise Stores	\$346,453,324	\$917,319,127	-\$570,865,803
Miscellaneous Store Retailers	\$69,720,293	\$62,744,342	\$6,975,951
Food Services & Drinking Places	\$194,558,585	\$302,438,549	-\$107,879,964
Drinking Places - Alcoholic Beverages	\$5,322,102	\$6,154,942	-\$832,840
Restaurants/Other Eating Places	\$186,782,831	\$291,292,135	-\$104,509,304
Source: Esri and Infogroup. Esri 2019 Updated Demographics. Esri 2017 Retail MarketPlace. Copyright 2019 Esri. Copyright 2017 Infogroup, Inc. All rights reserved.			

3.2 Office

The Greater Phoenix office market is comprised of 92.2 million square feet of multi-tenant building space according to CBRE, an increase of approximately 34.7 million square feet since 2001. The office market is particularly affected by economic cycles, more so than other real estate sectors. The vacancy rate for the office market has averaged 18.5% since 2001 and has



only dipped below 15% in four years: 2005 through 2007, just prior to the Great Recession and now in 2019. The year-end 2019 vacancy rate stands at 14.1%, down from 26.2% in 2010.



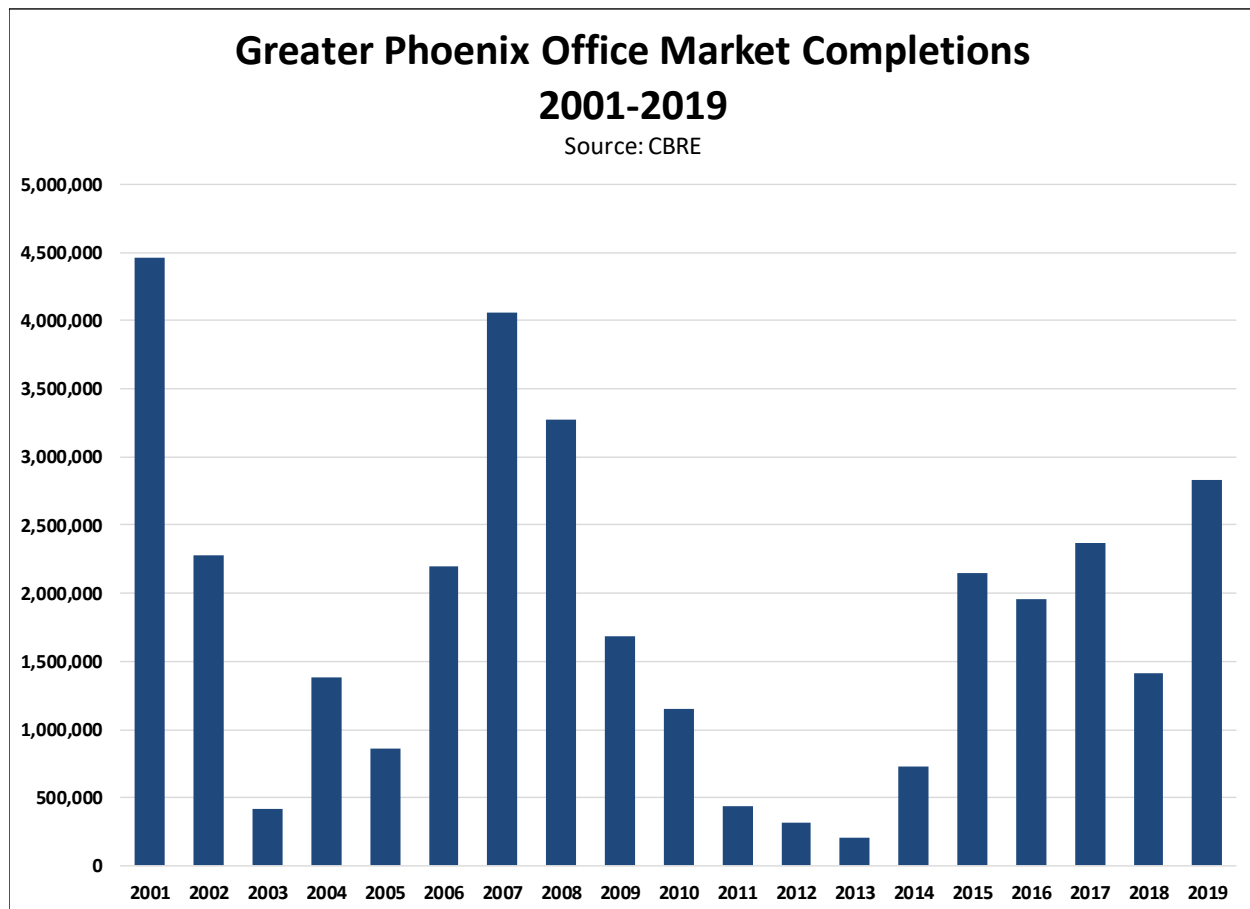
In addition to the multi-tenant office space described above, there is also another 13.5 million square feet of owner-occupied space that has a 3.9% vacancy rate. This space is occupied by companies that prefer to own their office building rather lease space. Office developers and investors typically focus on the multi-tenant sector.

While the office market's vacancy rate of 14.1% at the end of 2019 appears high by conventional standards, it is a rate that most brokers see as a sign of a growing and healthy market. Strong employment growth has placed downward pressure on vacancies over the past few years which has resulted in rising rental rates. The financial and technology industries have been the primary drivers of demand. Leasing activity has been notable in Chandler, Gilbert, and south Tempe. The rise of co-working spaces is also driving the market with WeWork leasing 54,000 square feet in the Camelback Corridor. Average asking rent has increased by 1.7% over the last year to \$27.00 per square foot. The average rent for Class A office now stands at \$35.52 per square foot.

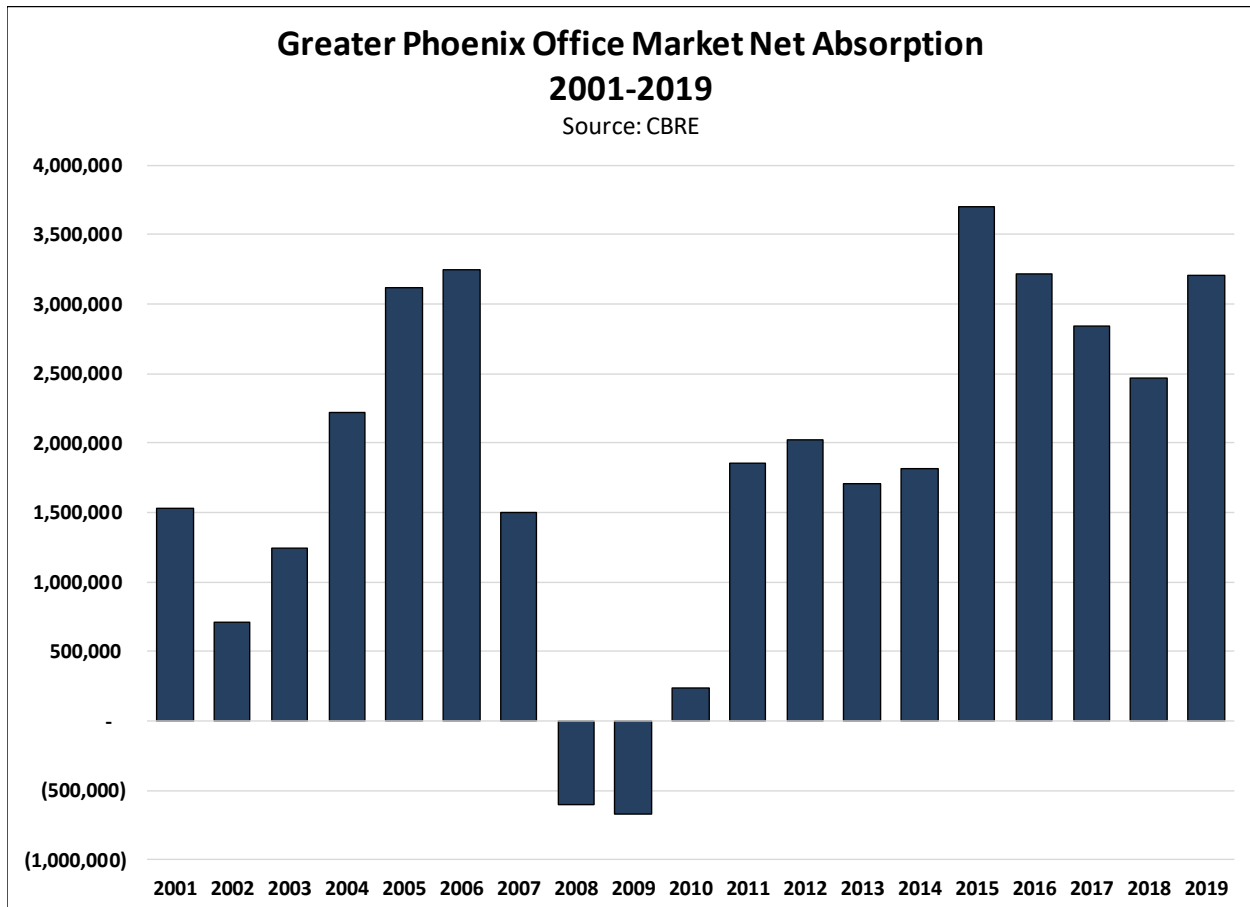


The office market is highly concentrated in locations that have freeway access, amenities, and proximity to labor. Approximately 80% of all office space is concentrated in three cities – Phoenix, Scottsdale, and Tempe. Class A office space is even more highly concentrated within these three cities with 91% of total Class A square footage. Freeway access and visibility along with proximity to a talented workforce are factors that are changing the way in which the office market is developing.

The Greater Phoenix office market is high cyclical and historically experiences significant levels of construction activity during economic expansions followed by very few completions after a recession. The following chart shows that between 2011 and 2014 following the Great Recession, very little construction activity occurred. As the local economy improved, construction started again in 2015. Between 2001 and 2019, 34.7 million square feet of office space was constructed or an average of 1.9 million square feet per year. An additional 2.0 million square feet was under construction at the end of 2019.



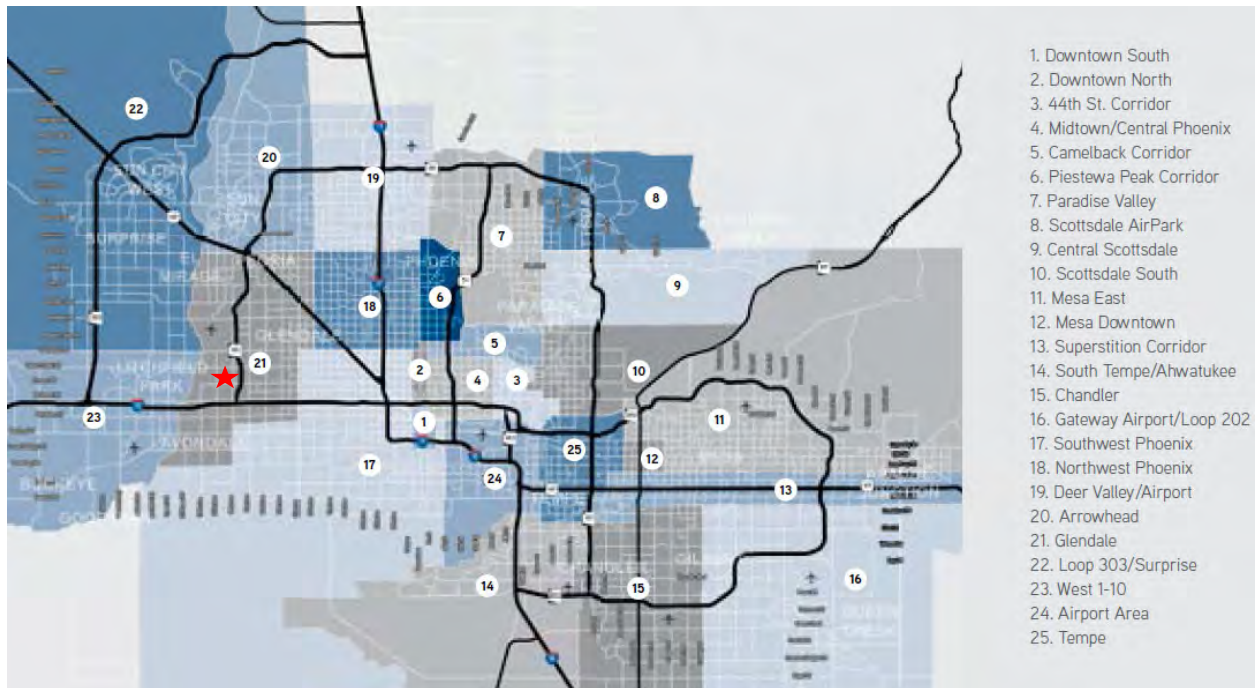
For the past 10 years, net absorption of office space in Greater Phoenix has outpaced completions. CBRE estimates that 61% of office space under construction is pre-leased which indicates optimism in the market. Tenants are searching for quality space in high-demand markets where employers can attract talent. While the vacancy rate stands at 15% across the Valley, most observers believe this is a favorable supply-demand balance. Employment growth forecasted for the Phoenix area should continue to drive the market.



Southwest Valley

The southwest valley office market is still relatively young compared to other regions of Greater Phoenix. The subject site is located in the “Glendale” submarket according to Colliers International and the market area extends into the “West I-10” submarket. Combined, these two submarkets only account for approximately 3.2% of total inventory. Additionally, the West I-10 market area (covering both sides of the I-10 west of Dysart Road) reports zero existing Class A office space.





Vacancy is relatively healthy in the area, ranging from 9.1% to 11.2%. Net absorption has also been positive over the last year. A combined 109,152 square feet of new Class B supply was delivered, which accounts for 3.5% of all office space delivered last year (15.8% of total Class B space). Additionally, there is 235,000 square feet under construction.

Southwest Valley Office Market 2019 Q4								
	Inventory		Vacancy				New	
Class	Bldgs	SF	SF	2019 %	2018 %	Absorption	Supply	Rate
Glendale								
A	6	546,561	84,432	15.4%	11.0%	(24,064)	195,000	\$29.39
B	40	1,992,159	191,428	9.6%	11.9%	101,674	-	\$22.97
C	13	368,904	48,691	13.2%	14.4%	4,606	-	\$12.56
Total	59	2,907,624	324,551	11.2%	12.0%	82,216	195,000	\$23.67
West I-10								
A	0	-	-	0.0%	0.0%	0	-	\$-
B	53	1,913,858	191,074	10.0%	11.3%	63,027	40,000	\$23.13
C	13	230,364	4,105	1.8%	5.0%	7,309	-	\$16.20
Total	66	2,144,222	195,179	9.1%	10.6%	70,336	40,000	\$22.95
Source: Colliers International								



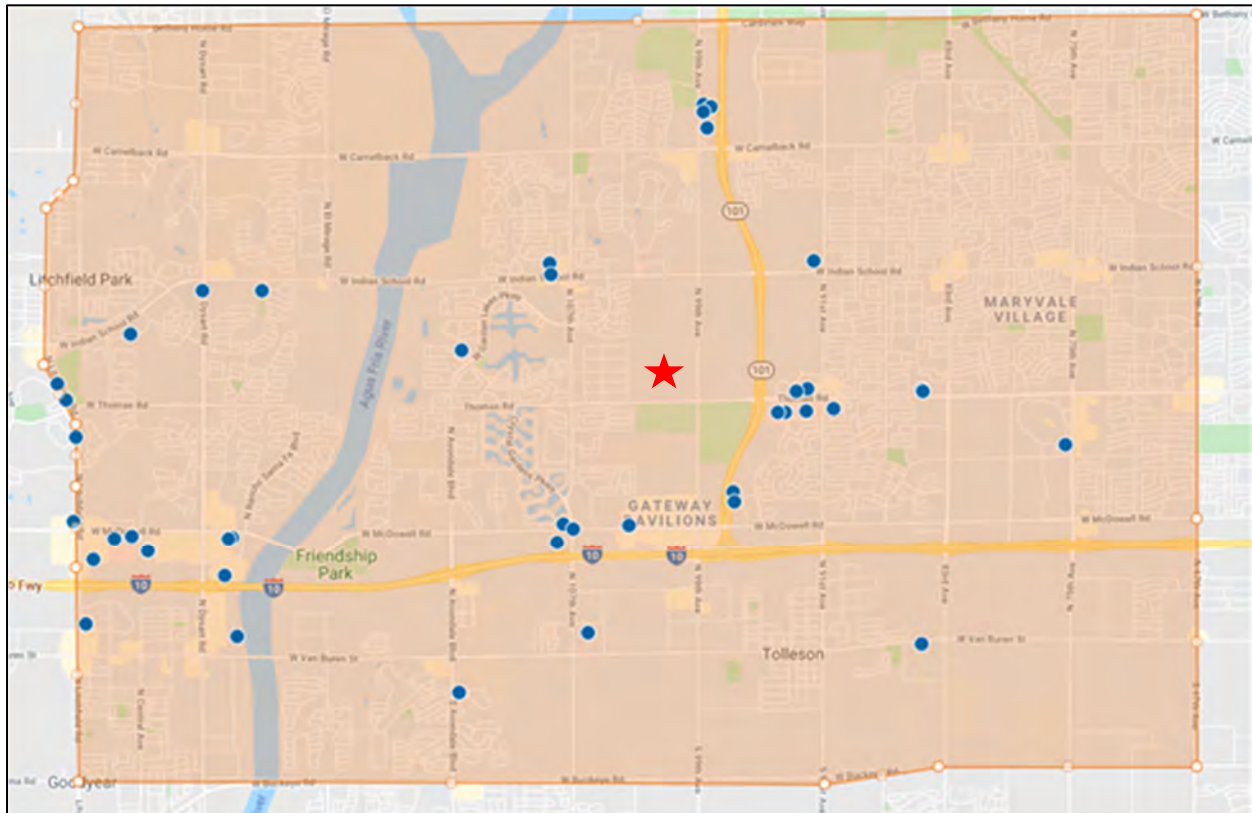
99th Avenue & Thomas Market Area

Real Capital Analytics reports that there is approximately just over 2.4 million square feet of office space in 45 properties within the 99th Avenue & Thomas office market area. Medical office accounts for roughly 55% of this inventory.

Approximately 169,400 square feet of office space has been built in the last 10 years on four properties and 100% of this new space is for medical office. The newest office building was completed in 2019 for medical office use. The last professional office space built in the market area was in 2008 (see Appendix A for property specific details).

The following map illustrates current office inventory nearby.

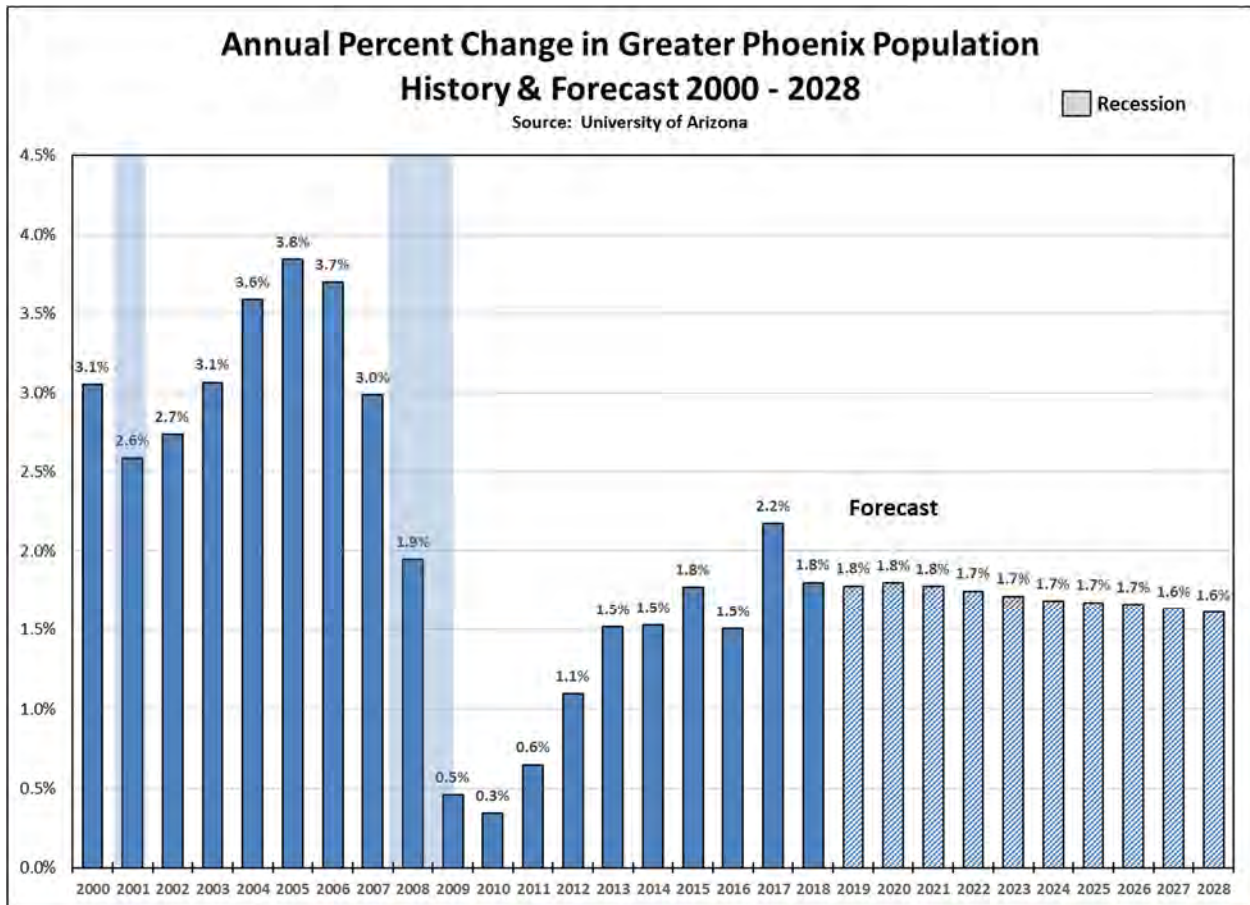
99th Avenue and Thomas Market Area Office Inventory

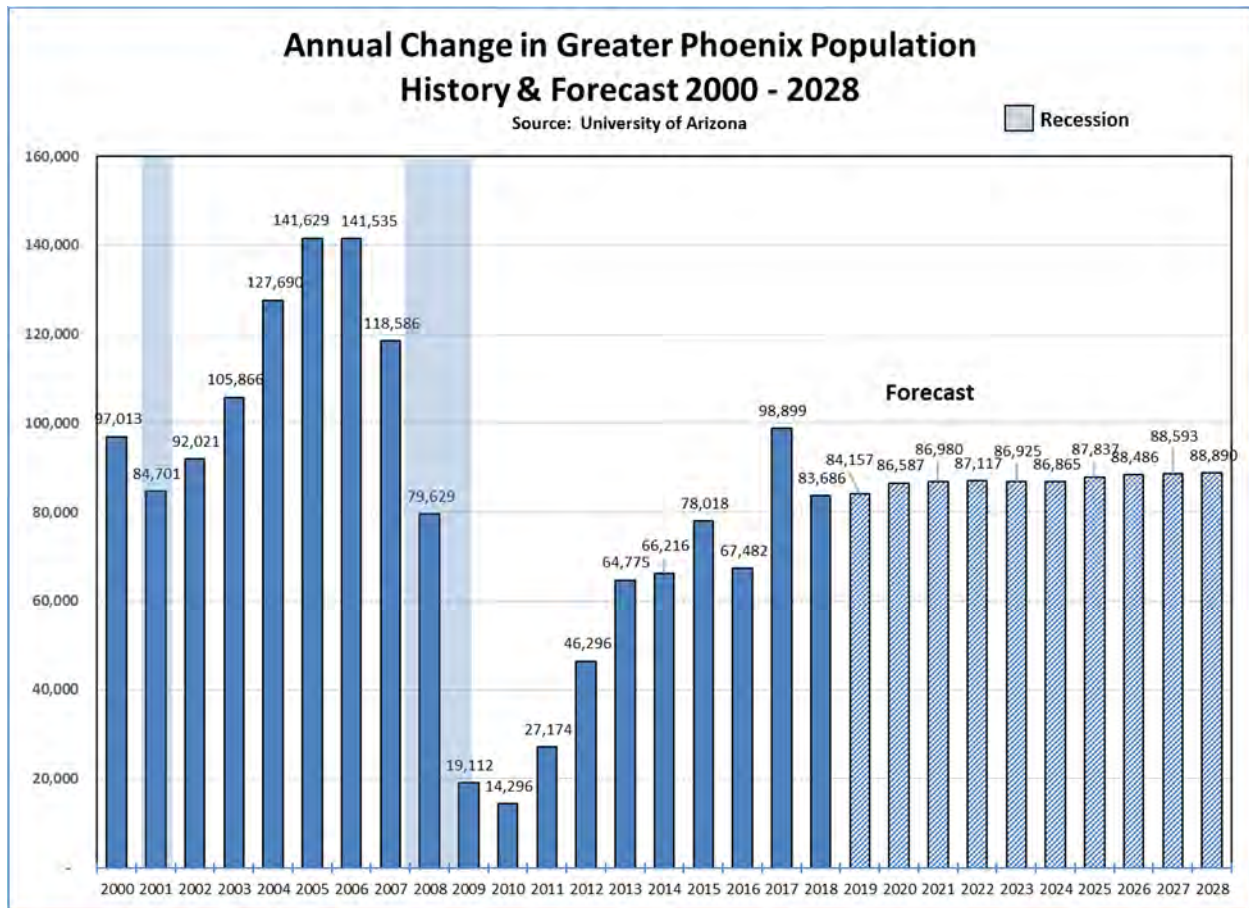


4.0 Forecasts

4.1 Greater Phoenix Population & Employment Forecasts

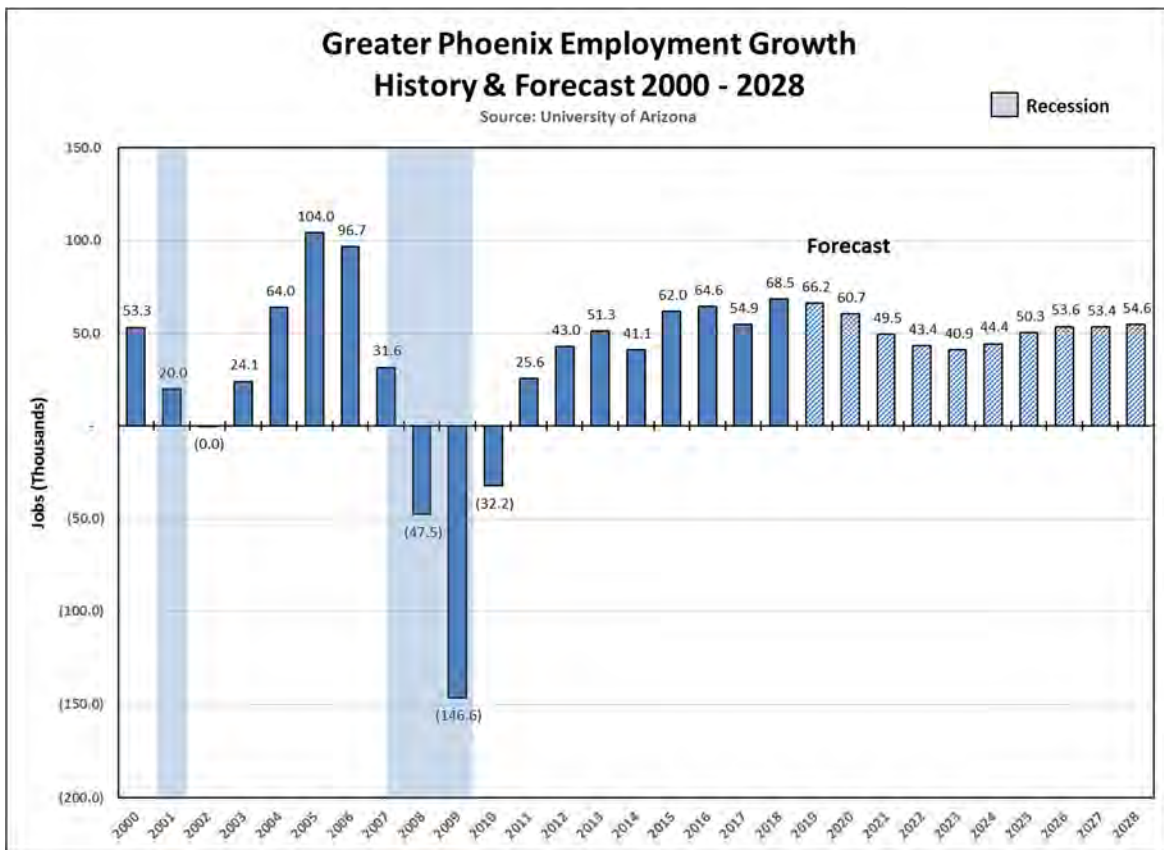
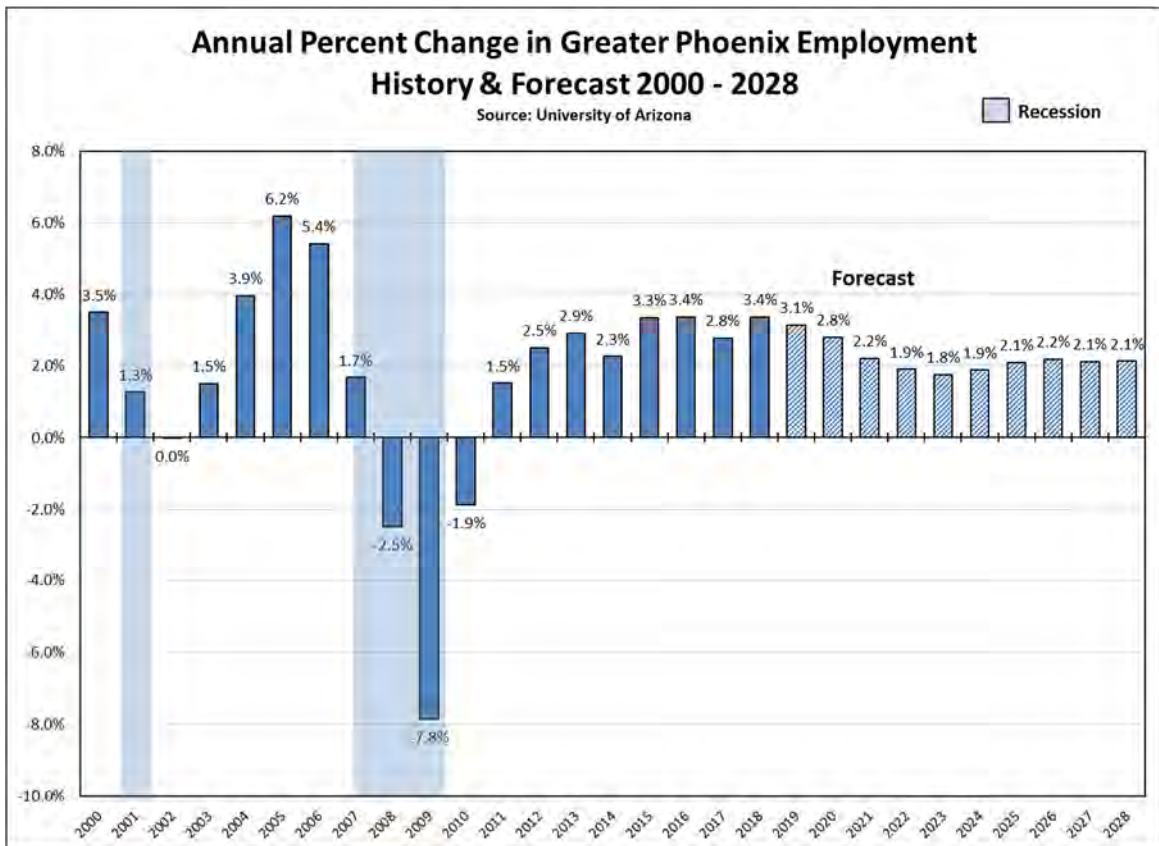
The most recent population forecast for Greater Phoenix is for a growth rate between 1.8% and 1.9% over the next ten years. This rate of growth will generate between 85,000 and 95,000 new residents annually in the Greater Phoenix area over the next ten years.





While the Greater Phoenix economy has had its difficulties, job growth is finally stabilizing and is forecasted by the University of Arizona to grow at an average of 55,000 jobs each year over the next five years. Healthy job growth could stimulate additional population growth and the region could possibly see population growth rates increase above 2.0%.

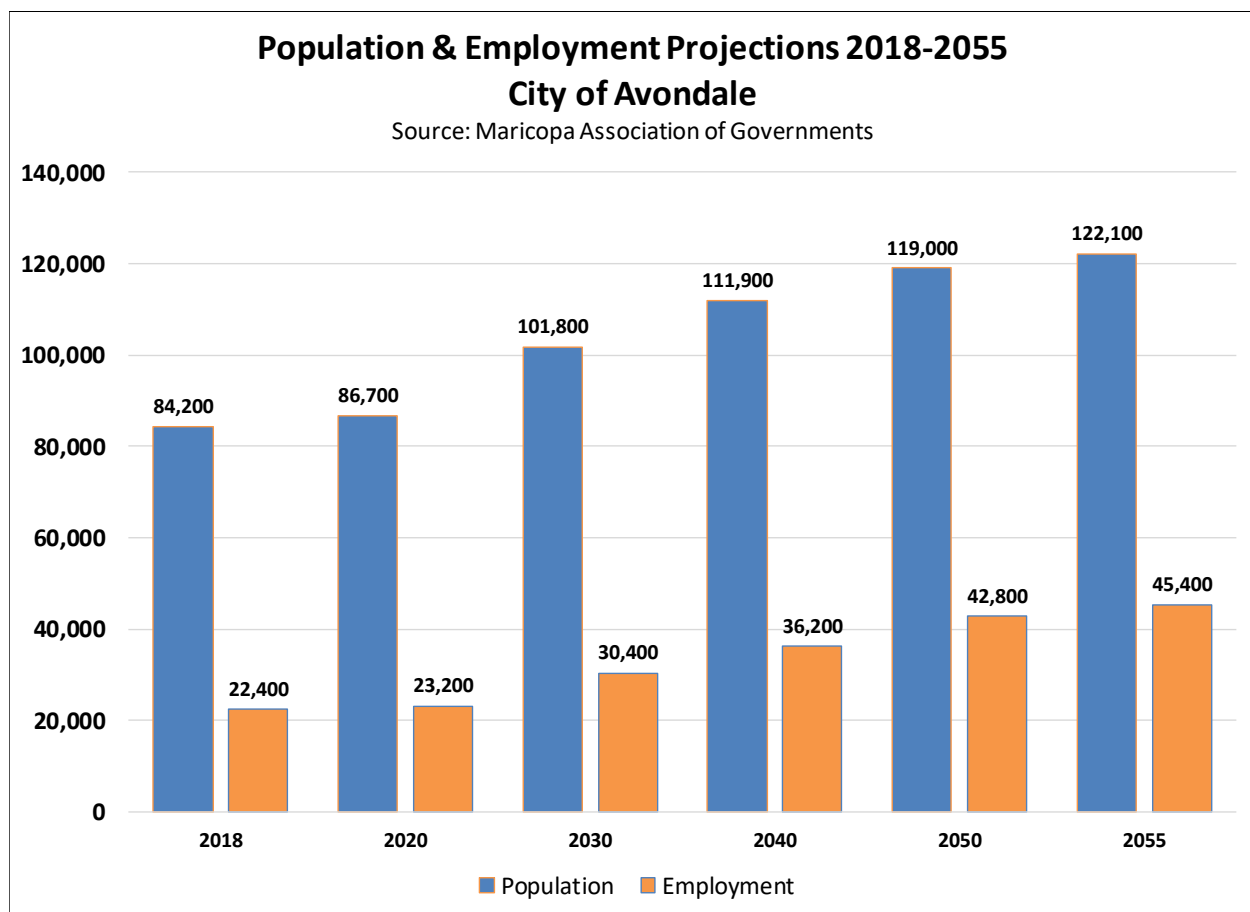




4.2 City of Avondale Forecast

The 2019 MAG population and employment forecast suggests that Avondale will have a healthy growth rate over the next 10 years and then slow over the following 20+ years. From a residential standpoint, Avondale is expected to add 15,100 residents over the next ten years followed by an additional 10,100 residents from 2030-2040. In total, Avondale is still expected to grow by 35,400 persons through 2055 which equates to an estimated 10,700 to 11,000 housing units to be built.

Avondale's employment base is forecasted to nearly double (96% increase) between 2020 and 2055. Employment in the city is expected to increase by 22,200 jobs, capturing 1.8% of all employment growth in Maricopa County.



As a suburban city, Avondale has a relatively low jobs-to-population ratio. The County ratio is estimated at 0.49 which is just under one job for every two people while Avondale is currently at 0.27 jobs per person. This is similar to other Valley municipalities such as Queen Creek, Peoria, and Litchfield Park. With the expected growth of jobs, Avondale's ratio is expected to increase



over time and reach 0.37 jobs per resident by 2055. This would be comparable to the Town of Gilbert or City of Glendale today.

Avondale has an estimated 3,141 acres of vacant land that is planned for employment uses. The primary question related to this employment land inventory is whether it is large enough to support the future employment growth of the community.

Current Versus Future Land Use Inventory City of Avondale					
Land Use Sector	Existing Area	Existing %	Future Area	Future %	Change
Single Family	6,016	10.00%	19,918	33.10%	13,902
Multi Family	302	0.50%	549	0.90%	247
Commercial	753	1.30%	1,877	3.10%	1,123
Industrial	315	0.50%	576	0%	260
Office	43	0.10%	205	0.30%	162
Other Employment	2,615	4.30%	3,273	5.40%	657
Mixed Use	0	0%	938	1.60%	938
Transportation	1,025	1.70%	1,043	1.70%	19
Open Space	31,556	52.40%	31,834	52.90%	278
Agriculture	4,299	7.10%	0	0%	-4,299
Vacant	13,288	22.10%	0	0%	-13,288
Total Acres	60,212		60,212		
Total Employment Land Available					3,141
Source: Maricopa Association of Governments 2017, by Municipal Planning Area (MPA)					

In order to determine the potential future mix of employment uses in Avondale and demand for employment land, we consulted the Arizona COG/MPO Employer Database that is available from MAG. The database is a summary of all jobs by cluster or industry for employers with more than five employees. The following table summarizes the number of jobs in Avondale at nearly 110,000. The MAG forecast cited earlier in this memo estimated total jobs at 132,419 in the city in 2015. The difference between the two numbers is businesses with fewer than five employees.



Avondale Employment Cluster Summary		
Cluster	# of Employees	% Total
Business Services	540	3.4%
Construction	490	3.1%
Consumer Goods Manufacturing	20	0.1%
Consumer Services	3,100	19.8%
Education	2,670	17.0%
Finance, Insurance, & Real Estate (FIRE)	630	4.0%
Government, Social, & Advocacy Services	1,320	8.4%
Health Care	1,350	8.6%
High Tech Manufacturing & Development	5	0.0%
Hospitality, Tourism, & Recreation	330	2.1%
Media, Publishing, & Entertainment	110	0.7%
Metal Inputs & Transportation-Related Manufacturing	8	0.1%
Non-Metallic Manufacturing	80	0.5%
Resource-Dependent Activities	140	0.9%
Retail	4,190	26.7%
Telecommunications	220	1.4%
Transportation & Distribution	470	3.0%
Total Employment	15,673	
Source: MAG 2017 / 2018 Arizona COG/MPO Employer Database, employers with 5 or more employees		

The following table further summarizes those clusters into five categories that will dictate land use. While no one knows what the future will look like for job growth and employment given technology and innovation, the following forecast assumes that the forecasted job growth through 2055 will resemble the mix of employment in more established West Valley cities such as Glendale and Peoria. For instance, retail will comprise 16% of the future employment growth or 3,600 jobs. Combined, office user industries such as business services, finance, real estate, and media will account for 4,500 new jobs or 15.8% of total employment.



Avondale Future Employment by Cluster					
Cluster	Current	%	Employment	TOTAL	%
	Employment	Employment	Growth	Employment	Total
	Mix	Total			
Business Services, FIRE, Telecom, Media	1,500	9.6%	4,500	6,000	15.8%
Retail, Consumer Services	7,290	46.5%	3,600	10,890	28.8%
Hospitality	330	2.1%	700	1,030	2.7%
Transportation & Distribution	470	3.0%	3,000	3,470	9.2%
Government, Education, Healthcare	5,340	34.1%	7,600	12,940	34.2%
Manufacturing, Construction	743	4.7%	2,800	3,543	9.4%
Total Employment	15,673		22,200	37,873	

Source: MAG 2017 / 2018 Arizona COG/MPO Employer Database, employers with 5 or more employees

The remainder of this analysis will focus on land uses that will fall within the “Employment” land use category. Those clusters include Business Services, Telecom, Media and Entertainment (which will largely occupy office buildings); Transportation & Distribution; and Manufacturing. These latter two clusters will occupy conventional industrial buildings.

In order to determine the demand for land in Avondale through 2055 based on the above employment forecast of 22,200 new jobs, the Arizona COG/Employer Database was used. This database has an inventory of major employers and estimated employment levels for each company.

Employee density ranges from less than ten employees per acre for Transportation uses to well over 100 employees per acre for certain Business Services operations. Particularly for business services, employee density can be affected by the type of office complex and tenant. Buildings with high FARs and structured parking will have many more employees per acre than traditional office buildings with surface parking areas. Likewise, operations centers and call centers have high ratios of persons per acre.

In summary, average employment density is as follows:

- The Manufacturing cluster has an average density of 31.5 employees per acre.
- Business Services, etc. has an average density of 83.3 employees per acre.
- Transportation has an average density of 13.0 employees per acre.
- Retail has an average density of 16.0 employees per acre.
- Hotels have an average density of 9.0 employees per acre.

The density conclusions for the Transportation cluster are significantly impacted by the Amazon fulfillment centers in Phoenix. Without Amazon, the density of a traditional warehouse and



distribution complexes would be 6.6 employees per acre. Thus, an adjustment was made to the following forecast for the Transportation & Distribution category by eliminating the “Amazon effect”. The adjusted employment density for this category was reduced to 6.6.

Based on the above analysis, a demand forecast for Employment and Commercial land was prepared for Avondale for the timeframe from 2020 to 2055. In our opinion, the forecast is aggressive as it does not reflect the trend towards higher density development that will likely occur in the future in Avondale.

The forecast concludes that the demand for employment land in Avondale will total approximately 900 acres through 2055.

Forecasted Commercial and Employment Land Demand 2020 - 2055					
City of Avondale					
Cluster	Land Use	New Jobs	% of Total Jobs	Adjusted Job Density/Ac	Forecasted Demand Acres
Business Services, Telecom, Media	Office	4,500		83.3	54
Transportation & Distribution	Industrial/Warehouse	3,000	9.2%	6.6	455
Retail, Consumer Services	Commercial	3,600	28.8%	16.0	225
Hotel	Commercial	700	2.7%	9.0	77
Manufacturing	Employment	2,800	9.4%	31.5	89
Total		14,600	50.0%		900
Sources: Arizona COG/MPO Employer Database, employers with 5 or more employees; Maricopa County Assessor					

The forecasted Employment land demand of 900 acres compares favorably with the 3,141 acres of available land within the City. As noted previously, this is a conservative forecast that does not take into account:

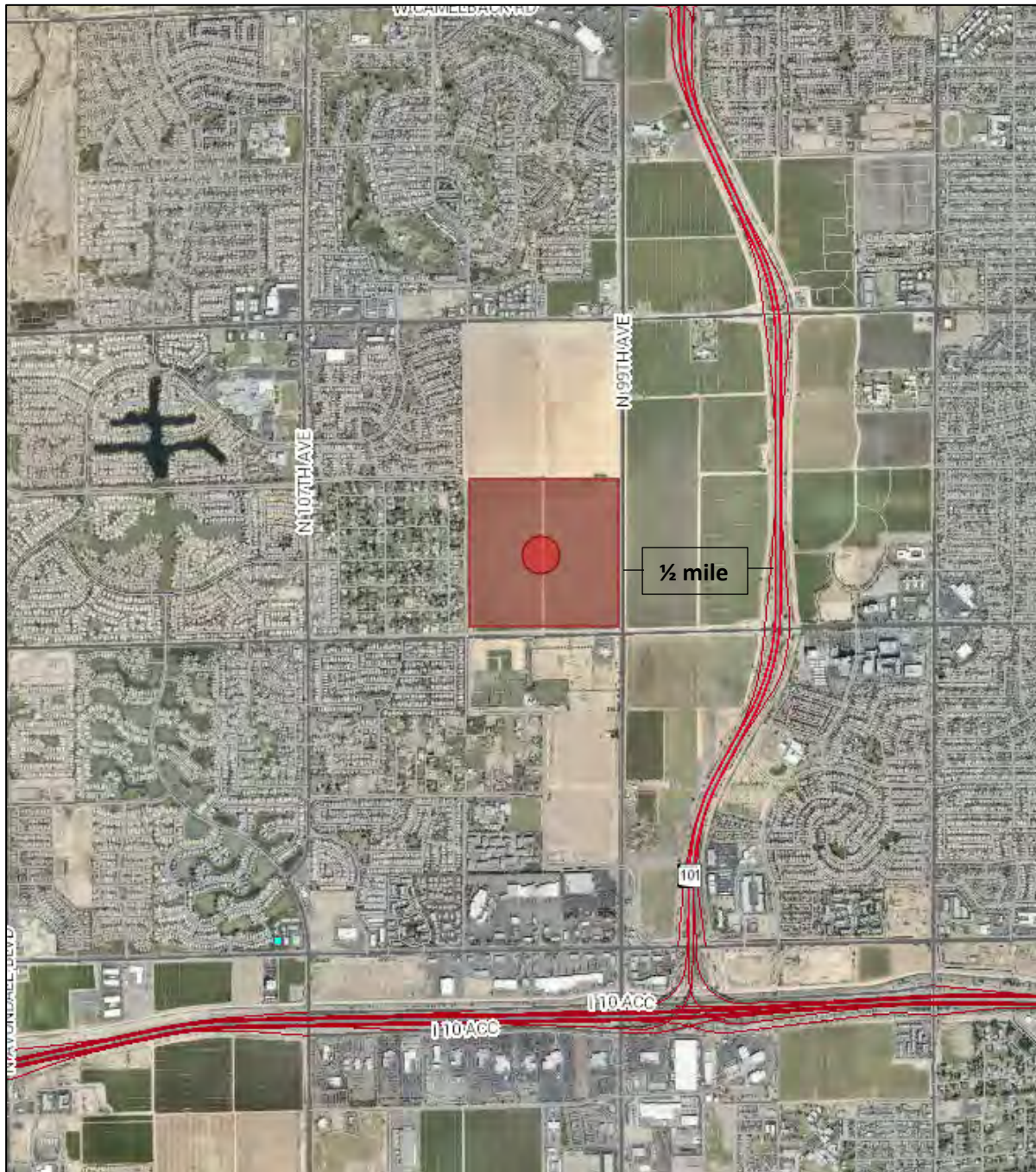
- The likely intensification of non-residential development in Avondale over the next 35 years.
- The fact that redevelopment of existing industrial, commercial, and employment areas around the city will occur due to building obsolescence and age, freeing up more land for development in the future.

In our opinion, the rezoning of the subject site to residential uses will not affect the City’s efforts to continue to attract new commercial and employment to the community. The City has a significant inventory of commercial and employment land that will provide for the long-term economic health of the community.



5.0 Analysis of 99th Avenue Land Use Patterns

The subject site is located along 99th Avenue north of Thomas Road, which is part of the eastern boundary for the City of Avondale. This area has a strong agricultural presence. The property is located a half mile west of the Loop 101 freeway. To the west are single family, large lot houses. To the north is a large vacant property that will be described in a subsequent section. To the south is a funeral home and cemetery. To the east are additional agricultural fields that are owned by the subject site's owners and planned for a mix of uses.



The City of Avondale's General Plan designates 75% of the property as mixed use and 25% as Freeway Commercial/Urban Commercial. In addition, the zoning designates the entire property C-2 commercial.

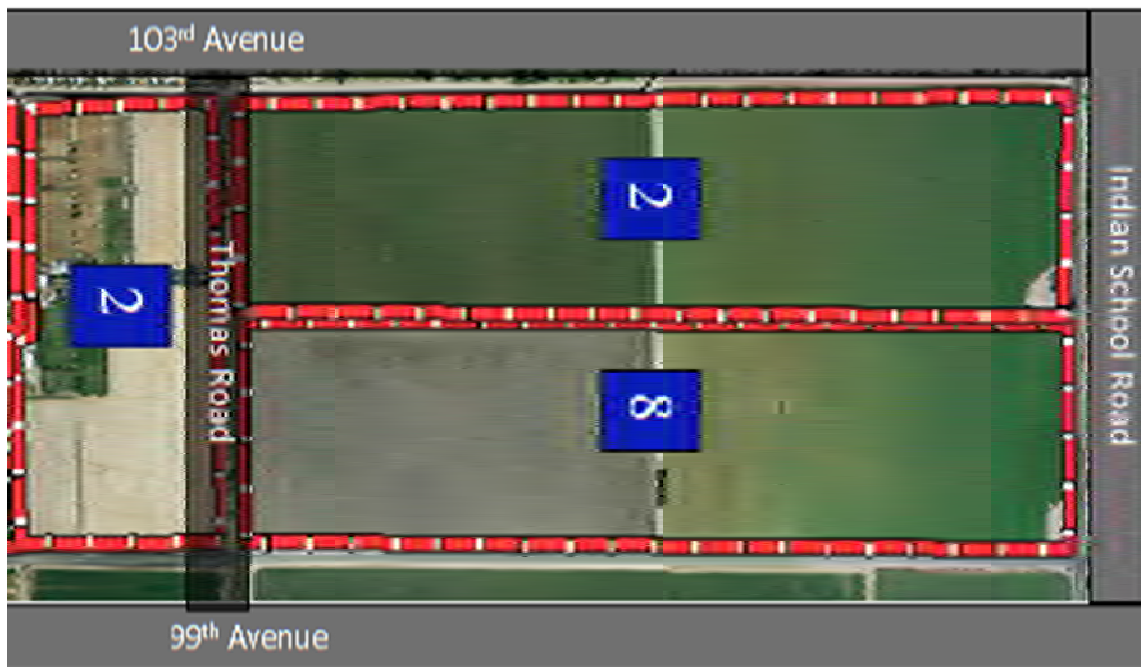
Freeway Commercial is described in the Avondale General Plan as such:

"Freeway commercial development patterns will provide concentrated retail, hospitality, and related activity along these corridors. This category allows for a broad range of nonresidential uses and development flexibility by promoting community-wide and regional retail, medical, office, higher educational complexes, hospitality, sports and family entertainment, commercial complexes, and service destinations to a larger trade area. It offers amenities such as attractive streetscapes, pedestrian activity connections, and efficient circulation."

Urban Commercial is described in the Avondale General Plan as such:

"Land-use category to accommodate compact commercial centers consisting of retail, restaurant, office, hotel, farmers market, community garden, and personal services. Residential units may be built on upper floors within this designation if commercial uses are built on the ground floor as part of the same development project. The desired form of development is 4+ story buildings served by structured parking."

In addition to the General Plan, the subject site is identified as part of the city's Freeway Corridor Specific Plan. This plan identifies the eastern half of the subject site as suitable for up to eight-story commercial buildings.



5.1 Neighboring Properties

To the south, a 60-acre property now known as Virtua99 was first approved as the La Entrada Village PAD in 2007. The plan included 560 multifamily units, 40,000 square feet of retail, and 588,000 square feet of office space.

In 2009, the PAD was updated and revised as Avondale LIVE – a mixed use district that would include a movie and production studio district, commercial retail, and high density multifamily.

With no implementation of the PAD in nearly a decade, Virtua99 was approved as a mixed-use district. Original documents split the project between 64% residential and 36% commercial.



In the most recent iteration, however, the project is planned for residential uses on 81% of the property, split between single family, townhomes, and multifamily. The commercial plan is for a hotel site (3 acres) and small areas for retail (2.7 acres), restaurants (1.4 acres) and medical office (3.8 acres), all of which are much more locally focused and more appropriate for its location.



Similarly, the parcel north of the subject site was once the Entorno PAD in 2007. Entorno was envisioned as a mixed-use community espousing the live, work and play model. The overall land use plan was comprised of 160 acres with a mix of retail, higher density residential, office, hospitality and office flex.





Figure 2 - Conceptual Project Layout

In 2014, Entorno was rezoned to Parkside Village. Parkside Village is a mixed use community with a higher focus on residential development than the earlier plan. In 2014, the plan called for 73% residential uses and the remaining commercial uses, though the majority of the commercial use was labeled mixed use which can contain residential elements.



Indian School



Most recently, in 2019 Parkside Village was updated to include more residential development. Single family units increased from 412 units to 662 units and the multi-family designation was removed. Additionally, the mixed use region decreased in size from 33 acres to 21 acres and indicates plans for 300 loft units to be built within that area, which could absorb approximately 60% of the mixed use site for residential uses.



Indian School



5.2 Competitive Positioning

The eastern edge of the subject property and neighboring parcels within Avondale are more than a half mile from the Loop 101 and thus do not benefit from freeway visibility. In contrast, there are several hundred acres of vacant land with freeway frontage along just the Loop 101 corridor from McDowell Road to Camelback Road. In total, there are approximately 815 acres on the east and west side of the Loop 101 that have a competitive advantage over the subject site by having true freeway visibility and thus benefit from high freeway traffic volumes whereas the subject site does not.



Vacant Commercial/Mixed Use Land along Loop 101 Freeway



6.0 Findings & Conclusions

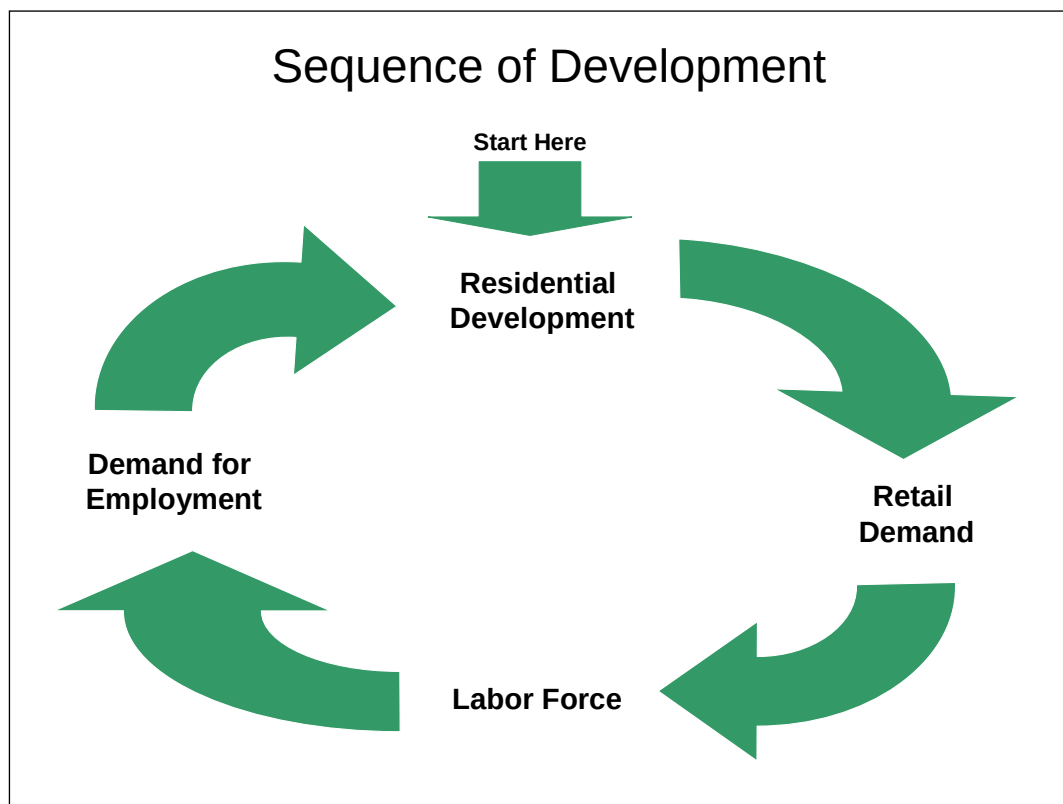
The following are major findings and conclusions with respect the current land use designations and zoning of the subject site compared to the proposed change to residential uses.

- Historical planning, zoning, and subsequent rezoning of neighboring projects such as Virtua99 to the south and Parkside Village immediately north of the subject site is consistent with market realities that the 99th Avenue Corridor is mistakenly categorized as a “Freeway Corridor” in Avondale. The eastern edge of the subject property and neighboring parcels within Avondale are more than a half mile from the Loop 101 and thus do not benefit from freeway visibility.
 - In each of the cases along 99th Avenue, the ultimate, market driven land uses are turning out to be much more suburban with a focus on residential products.
 - In contrast, there are several hundred acres of vacant land with freeway frontage along just the Loop 101 corridor from McDowell Road to Camelback Road. In total, there are approximately 815 acres on the east and west side of the Loop 101 that have a competitive advantage over the subject site by having true freeway visibility and thus benefit from high freeway traffic volumes whereas the subject site does not.
- The retail marketplace has been significantly impacted by both e-commerce and the rise of supercenters and warehouse clubs. For the Greater Phoenix area, the Great Recession resulted in much slower population and employment growth and retailers have become much more cautious planning for new stores. Some ten years after the end of the recession, retail development has not returned to prior construction levels. This trend may continue for the foreseeable future and will impact properties currently designated for commercial development.
 - The I-10 corridor is also well represented by major retailers. While there may be some voids in the market, they are few. Retail gap analysis suggests very little excess demand and where excess demand exists, it is insufficient to trigger new retail entrants.
- The office market is still relatively young compared to other regions of Greater Phoenix. The submarkets surrounding the subject site only account for approximately 3.2% of total inventory. Only 169,400 square feet of office space has been built (four developments) in



the market area over the last 10 years. Slow growth in office development is likely to continue for the foreseeable future.

- The proposed residential developments will help to support the retail assets within the City of Avondale. 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 existing retail assets and 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.



- The latest forecast for employment growth in Avondale concludes that the demand for additional commercial and employment land in Avondale will total approximately 900 acres through 2055. This compares favorably with the 3,141 acres of available commercial and employment land within the City. As noted previously, this is a conservative forecast that does not take into account:
 - The likely intensification of non-residential development in Avondale over the next 35 years.



- o The fact that redevelopment of existing industrial, commercial, and employment areas around the city will occur due to building obsolescence and age, freeing up more land for development in the future.

In our opinion, the rezoning of the subject site to residential uses will not affect the City of Avondale's efforts to continue to attract new commercial and employment to the community. The City has a significant inventory of commercial and employment land that will provide for the long-term economic health of the community. The site is also at a considerable competitive disadvantage as a commercial property compared to neighboring parcels with real freeway visibility. Finally, as a residential project, new residents will support existing and planned commercial development.



Exhibit G

Certificates of Adequate School Facilities

Fulton Homes Acclaim

- a) Pendergast Elementary School District
- b) Tolleson Union High School District



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment (GPA)/Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Sierra Avondale Project Manager: Stephen W. Anderson
Request: GPA and Rezone Acreage/Parcel Size: 149.69 net acres
Current Density Allowed: N/A Density Proposed: Up to 14 du/acre
Total number of residential units proposed: 676 dwelling units

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.

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: 1/14/2020

School District: Pindergeist Elem School District

District Superintendent: Dr. Lily Motos-DeBlieux

Phone #: 623 772-2800

E-mail: jfimbres@psdaz.org

Signature: _____

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

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010

www.avondaleaz.gov/development/services



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a General Plan Amendment (GPA)/Rezoning has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Sierra Avondale Project Manager: Stephen W. Anderson
Request: GPA and Rezone Acreage/Parcel Size: 149.69 net acres
Current Density Allowed: N/A Density Proposed: Up to 14 du/acre
Total number of residential units proposed: 676 dwelling units

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.

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: January 17, 2020

School District: Tolleson Union High School District #214

District Superintendent: Nora Gutierrez

Phone #: 623-478-4000

E-mail: nora.gutierrez@tuhisd.org

Signature: _____

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

Development & Engineering Services Department

11465 W. Civic Center Drive, #110, Avondale, AZ 85323 • Phone (623) 333-4000 • Fax (623) 333-0400 • TDD (623) 333-0010
www.avondaleaz.gov/developmentandservices

Exhibit H

Neighborhood Meeting Summary

Fulton Homes Acclaim

6:00 P.M. July 30, 2020

Neighborhood Meeting Summary

**Fulton Homes Acclaim
Major General Plan Amendment (Case PL-20-0043) and
Rezoning (Case PL-20-0086)**

NWC of 99th Avenue and Thomas Road

Submitted: August 3, 2020

Neighborhood Meeting

On July 30, 2020, representatives for Fulton Homes and Gammage & Burnham PLC attended a virtual neighborhood meeting hosted by the City of Avondale for the Fulton Homes Acclaim Major General Plan Amendment (Case PL-20-0043) and Rezoning (Case PL-20-0086). The meeting was held via Zoom per the COVID-19 pandemic:

<https://avondaleaz.zoom.us/j/6059027693>

Meeting ID: 605 902 7693

One tap mobile

+13462487799,,6059027693# US (Houston)

+16699009128,,6059027693# US (San Jose)

Vice-Mayor Pat Dennis and Planning Commission Chairman Dave Iwanski were in attendance. No neighbors attended. Additional attendees were Brian Craig of the City of Avondale, Stephen Anderson and Cheryl Griemsmann of Gammage & Burnham, Brian Nicholls of EPS Group, and Norm Nicholls of Fulton Homes.

Stephen Anderson gave a presentation about the project, including an overview of the open space, amenities and anticipated project schedule.

Brian Craig reported that the City of Phoenix is also involved in discussions regarding 99th Avenue, and that the applicant had provided an Economic Development report to the City regarding the General Plan Amendment.

Following the applicant's presentation and staff's remarks, Vice-Mayor Dennis had several questions.

Issue: How will the Fulton Homes project coordinate with the Parkside project to the north regarding both the tiling of the SARP Canal pedestrian connectivity?

Response: With respect to tiling the SRP Canal, Brian Nicholls reported that it has been coordinating with Taylor Morrison, the developer of Parkside, with the goal of having a single tiling effort, which would be more efficient. However, whether Parkside is ready to proceed or not, Fulton Homes will proceed with the tiling of its portion of the canal as soon as SRP and the BOR have issued the necessary approvals.

With respect to pedestrian connectivity, Fulton has three pedestrian trails exiting the north end of the Acclaim community. Fulton will work appropriately with City staff and Parkside to make sure that pedestrian connections do occur.

Question: What are the traffic counts on Thomas Road? Will left turns be an issue?

Response: Stephen Anderson affirmed that the traffic report indicates that traffic signals will not be warranted for the left turn movements exiting Acclaim onto the adjacent arterials. However, Mr. Anderson did not have those counts available at the time of the meeting, and indicated he would follow-up to communicate that information to the Vice-Mayor.

Issue: Will sports courts be lit at night?

Response: Norm Nicholls stated that all sport courts will be hardwired to provide lighting at night. Residents who wish to use the sport courts at night will be able to manually turn on the lights in 30-minute increments. Unlike continuous nighttime lighting that is available regardless of whether or not the courts are being used, this convenient access to on demand lighting conserves the energy use to only when it is needed. This limits the amount of nighttime lighting experienced by the homes closest to the sport courts. The hardwired lighting can easily be converted to solar sourced lighting if needed in the future.

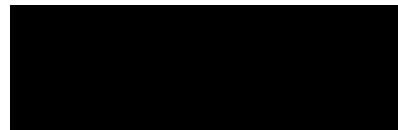
Issue: What will the walls of the future SRP well site look like?

Response: Norm Nicholls said the Applicant will include language in the land donation agreement requiring that the wellsite wall match that of the Project's perimeter wall. This will ensure a continuous and aesthetically pleasing wall.

Chairman Iwanski thanked the Applicant for investing in Avondale, and for acknowledging staff for their contributions to the Project.

The meeting ended at 7:00 p.m.

This summary has been prepared, reviewed and approved by Gammage & Burnham.



Stephen Anderson

ORDINANCE NO. 2033-1020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 153.2 GROSS ACRES GENERALLY LOCATED AT THE NORTHWEST CORNER OF 99TH AVENUE AND THOMAS ROAD, AS SHOWN IN APPLICATION PL-20-0086, FROM COMMUNITY COMMERCIAL (C-2) TO PLANNED AREA DEVELOPMENT ZONING DISTRICT (PAD).

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 $\pm$ 153.2 gross acres generally located at the northwest corner of 99th Avenue and Thomas Road, as shown in application PL-20-0086, from Community Commercial (C-2) to Planned Area Development Zoning District (PAD) (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 September 16, 2020, 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 October 19, 2020; 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 for $\pm$ 153.2 gross acres generally located at the northwest corner of 99th Avenue and Thomas Road, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby approved,

rezoning such property from Community Commercial (C-2) to Planned Area Development Zoning District (PAD), subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to the Fulton Homes Acclaim PAD Narrative date stamped September 2, 2020, except as modified by these conditions.
2. No more than 30 total new home permits will be issued by the City until the developer has constructed an approved secondary fire access and completed construction of an operational temporary or permanent looped water system in a manner acceptable to the City.
3. The City shall issue up to a maximum of 75 certificates of occupancy and 150 building permits prior to the developer converting power lines less than 69 kV and the Salt River Project (SRP) irrigation canal on or adjacent to the property to underground.
4. Except as otherwise required by Conditions #2 and #3 above, all required infrastructure improvements within the public right-of-way on the exterior of the property shall be completed prior to completion of Phase I homes and before issuing the first certificate of occupancy in Phase II.
5. The developer shall be responsible for fiber conduit installation within the City's public right-of-way along 99th Avenue and Thomas Road in accordance with the City's Transportation Plan and development codes.
6. The SRP open channel shall be piped to the south side of Thomas Road and channeled back to the existing open channel by the developer. The old box culvert under Thomas Road shall be abandoned in place in coordination with Maricopa County Department of Transportation (MCDOT).
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.

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,
October 19, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2033-1020

[Legal Description and Map]

See following pages.

April 24, 2020
Job No. 191203

**Legal Description
for
Fulton Homes Acclaim**

A parcel of land situated in a portion of the Southeast quarter (SE1/4) of Section Twenty-nine (29), Township Two (2) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Beginning at the East quarter corner of said Section 29, being a found brass cap in hand hole from which a found “PK” nail marking the Southeast corner of said Section 29 bears South 00 degrees 18 minutes 10 seconds West a distance of 2638.01 feet;

Thence along the East line of said Southeast quarter of Section 29, South 00 degrees 18 minutes 10 seconds West a distance of 2254.98 feet;

Thence South 88 degrees 51 minutes 38 seconds West a distance of 69.02 feet;

Thence South 00 degrees 18 minutes 10 seconds West a distance of 83.03 feet to a point on the South line of said Southeast quarter of Section 29;

Thence along said South line, South 88 degrees 51 minutes 38 seconds West a distance of 2139.40 feet;

Thence North 00 degrees 17 minutes 12 seconds West a distance of 380.04 feet;

Legal Description
Job No. 191203
Fulton Homes Acclaim
April 24, 2020
Page 2 of 2

Thence South 88 degrees 51 minutes 38 seconds West a distance of 352.04 feet to a point on the Easterly line of that particular parcel as described in Book 215 of Deeds, Page 415, records of Maricopa County, Arizona;

Thence along said Easterly line, North 00 degrees 17 minutes 12 seconds West a distance of 2276.63 feet to a point on the North line of said Southeast quarter of Section 29;

Thence along said North line, North 89 degrees 17 minutes 09 seconds East a distance of 2587.39 feet to the **Point of Beginning**.

Note: The parcel contains 6,673,519 square feet or 153.2029 acres, more or less.



**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
ALGODON AG REVOCABLE LAND TRUST**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this “Waiver”) is made October 19, 2020, between the Algodon AG Revocable Land Trust, an Arizona Trust (the “Owner”) and the City of Avondale, an Arizona municipal corporation (the “City”), regarding the approximately 153 acre parcel of real property generally located at the northwest corner of 99th Avenue and Thomas Road in Avondale, Arizona, described and depicted on Exhibit A attached hereto and incorporated as if fully set forth herein (the “Property”). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Rezoning. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, Application No. PL-20-0086 (the “Rezoning”) in good faith and with the understanding that, if the City approves the Rezoning, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance rezoning the Property (the “Rezoning Ordinance”), including all stipulations adopted by the Council of the City of Avondale (the “City Council”) and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Rezoning Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning Ordinance and all stipulations to the Rezoning Ordinance approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Rezoning Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the Rezoning Ordinance, then the City may, after proper notice and hearing, rescind the Rezoning Ordinance, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Rezoning in the event the City Council disapproves the Rezoning Ordinance,

except that it shall serve as a bar to a claim for diminished value based upon denial of the Rezoning Ordinance.

2. Waiver of Claims Related to the General Plan Amendment. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for a general plan amendment of the Property, Application No. PL-20-0043 (the "General Plan Amendment") in good faith and with the understanding that, if the City approves the General Plan Amendment, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the resolution changing the general plan designation for the Property (the "General Plan Resolution"), including all stipulations adopted by the City Council and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the General Plan Amendment. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the General Plan Resolution will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the General Plan Amendment. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the General Plan Resolution and all stipulations to the General Plan Resolution approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the General Plan Resolution; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the General Plan Resolution, then the City may, after proper notice and hearing, rescind the General Plan Resolution, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded General Plan Resolution. The foregoing waiver of claims shall be of no further force and effect with respect to the General Plan Amendment in the event the Town Council disapproves the General Plan Resolution, except that it shall serve as a bar to a claim for diminished value based upon denial of the General Plan Resolution.

3. Entire Agreement; Modification. This Waiver, any exhibits attached hereto and any addenda, collectively constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Rezoning and the General Plan Amendment. This Waiver may not be modified or amended except by written agreement by the Owner and City.

4. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

5. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

6. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the City Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

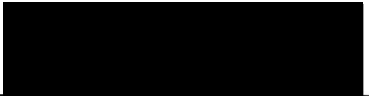
7. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Owner”

ALGODON AG REVOCABLE LAND TRUST, an
Arizona Trust



Jacob Long, Trustee

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On September 29, 2020, before me personally appeared Jacob Long, the Trustee of the Algodon AG Revocable Land Trust, an Arizona Trust, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document on behalf of the trust.



(affix notary seal here)



Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE, an Arizona
municipal corporation

Charles A. Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2020, before me personally appeared Charles A. Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City.

(affix notary seal here)

Notary Public

EXHIBIT A
TO
WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
ALGODON AG REVOCABLE LAND TRUST

[Legal Description and Map of the Property]

See following pages.

April 24, 2020
Job No. 191203

**Legal Description
for
Fulton Homes Acclaim**

A parcel of land situated in a portion of the Southeast quarter (SE1/4) of Section Twenty-nine (29), Township Two (2) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona, and being more particularly described as follows:

Beginning at the East quarter corner of said Section 29, being a found brass cap in hand hole from which a found "PK" nail marking the Southeast corner of said Section 29 bears South 00 degrees 18 minutes 10 seconds West a distance of 2638.01 feet;

Thence along the East line of said Southeast quarter of Section 29, South 00 degrees 18 minutes 10 seconds West a distance of 2254.98 feet;

Thence South 88 degrees 51 minutes 38 seconds West a distance of 69.02 feet;

Thence South 00 degrees 18 minutes 10 seconds West a distance of 83.03 feet to a point on the South line of said Southeast quarter of Section 29;

Thence along said South line, South 88 degrees 51 minutes 38 seconds West a distance of 2139.40 feet;

Thence North 00 degrees 17 minutes 12 seconds West a distance of 380.04 feet;

Legal Description
Job No. 191203
Fulton Homes Acclaim
April 24, 2020
Page 2 of 2

Thence South 88 degrees 51 minutes 38 seconds West a distance of 352.04 feet to a point on the Easterly line of that particular parcel as described in Book 215 of Deeds, Page 415, records of Maricopa County, Arizona;

Thence along said Easterly line, North 00 degrees 17 minutes 12 seconds West a distance of 2276.63 feet to a point on the North line of said Southeast quarter of Section 29;

Thence along said North line, North 89 degrees 17 minutes 09 seconds East a distance of 2587.39 feet to the **Point of Beginning**.

Note: The parcel contains 6,673,519 square feet or 153.2029 acres, more or less.



SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T. 2 N., R. 1 E. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

THE SOUTHEAST QUARTERS OF SECTION 20, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GUA AND SALT RIVER BASIN AND MICHIGAN, MARICOPA COUNTY, ARIZONA.

EXCEPT THE SOUTH 33 1/2 ACRES CONVEYED TO MARICOPA COUNTY IN QUIT CLAIM DEED RECORDED IN BOOK 96 OF PAGE 4445, AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN BOOK 117 OF PAGE 2030, AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN BOOK 117 OF PAGE 2030, AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN QUIT CLAIM DEED RECORDED IN BOOK 133 OF DEEDS, PAGE 741, AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN QUIT CLAIM DEED RECORDED IN BOOK 133 OF DEEDS, PAGE 740, AND EXCEPT THAT PORTION CONVEYED TO THE IRROGAVILLE IRRIGATION DISTRICT IN QUIT CLAIM DEED RECORDED IN BOOK 215 OF DEEDS, PAGE 415, AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN QUIT CLAIM DEED RECORDED IN BOOK 215 OF DEEDS, PAGE 416, AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER VALLEY WATER USERS ASSOCIATION IN QUIT CLAIM DEED RECORDED IN BOOK 215 OF DEEDS, PAGE 305, AND EXCEPT THAT PORTION CONVEYED TO THE CITY OF ANAHEIM IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019-257422, AND EXCEPT THAT PORTION CONVEYED TO THE SALT RIVER PROJECT AGRICULTURAL AND IMPROVEMENT DISTRICT IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2019-257422.

(1) ANY DEFECT, LIEV, ENCUMBRANCE, ADVERSE CLAIM, OR OTHER MATTER THAT APPEARS FOR THE FIRST TIME IN THE PUBLIC RECORDS IS CHASED, ATTESTED, AND IS DISCLOSED TO ALL PARTIES OF RECORD ON THE DATE ON WHICH ALL OF THE SCHEDULE B,

(2) PART I - REQUIREMENTS ARE MET.

(3) REDEMPTIONS OR EXCEPTIONS IN PAYMENT OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF

(4) WATER RIGHTS, CLAIMS OR TITLE TO WATER, AND AGREEMENTS, COVENANTS, CONDITIONS OR RIGHTS INCURRED THEREIN, WHETHER OR NOT SHOWN BY THE PUBLIC RECORDS.

(5) TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LEAN PAYABLE, BUT NOT YET DUE FOR THE YEAR 2020.

(6) SECOND HALF TAXES AND ASSESSMENTS COLLECTIBLE BY THE COUNTY TREASURER, A LEAN PAYABLE, BUT NOT YET DUE FOR THE YEAR 2019.

(7) ANY ACTION BY THE COUNTY ASSessor AND/OR TREASURER, ALTERING THE CURRENT OR PRIOR TAX ASSESSMENT; SUBSEQUENT TO THE DATE OF THE POLICY ITSELF INCLUDING LIABILITIES AND OBLIGATIONS IMPOSED UPON LAND BY REASON OF ITS INCLUDE WITHIN ALCOGON CENTER WATER ASSOCIATION.

(8) RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 22 OF ROAD MAPS, PAGE (PLOTTED)

(9) RIGHT OF WAY FOR ROAD AS SHOWN ON MAP RECORDED IN BOOK 24 OF ROAD MAPS, PAGE (PLOTTEd)

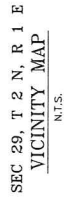
(10) A RESOLUTION BY THE BOARD OF SUPERVISORS OF MARICOPA COUNTY, ARIZONA RECORDED IN BOOK 17(1A), PAGE 411, PURPORTING TO ESTABLISH A COUNTY ROADSIDE.

(11) THE FACT THAT SUCH SUBJECT PROPERTY MAY BE SUBJECT TO INCREASED NOISE AND ACCIDENT POTENTIAL AS DISCLOSED BY MAP RECORDED IN DOCUMENT NO. 2019-07287, AND FLIGHT PATROL OF A PUBLIC AIRPORT.

(12) (AFFECS PROPERTY, NOT PLOTTED)
RESTRICTIONS, CONDITIONS, COVENANTS, RESERVATIONS, LIABILITIES AND OBLIGATIONS,
INCLUDING BUT NOT LIMITED TO ANY REVOLVING CREDIT ADVANCES OR PARTY WILLS, BUT
NOT INCLUDING ANY INTERESTS IN REAL ESTATE, CONTRACTS, DEEDS, MORTGAGES, TRUSTS,
OR DECLARATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIA STATUS
AND THEREAFER RECORDED IN DOCUMENT NO. 2008-37394 AND 2008-37399,
RECORDED IN DOCUMENT NO. 2012-101660, AND THEREAFER FIRST AMENDMENT TO
SUPPLEMENTAL DECLARATION RECORDED IN DOCUMENT NO. 2017-0177, AND THEREAFER
SECOND SUPPLEMENTAL DECLARATION RECORDED IN DOCUMENT NO. 2018-06283.
(AFFECS PROPERTY, NOT PLOTTED)

(13) MATTERS DISCLOSED BY SURVEY OF SAID LAND BY CLOSE ENGINEERING, INC., JOB NO.
191203, DATED JANUARY 22, 2020

(14) ANY RIGHTS OF THE PARTIES IN POSSESSION OF SAID LAND, BASED ON AN UNRECORDED
CONTRACT OR LEASE, THAT MAY BE DISCLOSED BY INSPECTIOn AND INVESTIGATION.



- 1) THE SURVEY WAS PREPARED BASED ON INFORMATION CONTAINED IN A TITLE REPORT PREPARED BY FIRST AMERICAN TITLE INSURANCE COMPANY ORDER NO. A-113685, DATED FEBRUARY 14, 2020
- 2) THE BASIS OF BEARINGS FOR THIS SURVEY IS THE EAST LINE OF THE CENTER LINE OF 99TH AVENUE, USING A BEARING OF N0018°10'W AND A DISTANCE OF 32.4345 FEET, AS RECORDED IN DEED 669 OF THE PUBLIC RECORDS OF THE COUNTY OF WASHINGTON, DISTRICT OF COLUMBIA.
- 3) TOTAL AREA OF THE PARCEL IS 6,449,297.50 SF OR 148,512.90 ACRES.
- 4) GROSS AREA OF THE PARCEL IS 6,072,519.50 SF OR 139,209.45 ACRES.
- 5) PARCEL IS ZONED C-2 (COMMUNITY COMMERCIAL DISTRICT) AND MAY BE USED FOR ANY PURPOSES NOT EXPLICITLY PROHIBITED BY ANY APPLICABLE ORDINANCES.
- 6) ACCORDING TO FIRM FLOOD RISK RATING MAP NO. DA0123240L DATED OCTOBER 16, 2013, THE SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE X (EXTREME FLOOD HAZARD) WITH AN AVERAGE DEPTH OF FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF 10 TO 15 FEET, AREAS OF 500-YEAR FLOOD WITH AVERAGE DEPTHS OF 3 TO 6 FEET, AND AREAS PROTECTED BY DUNES FROM 100-YEAR FLOODING.
- 7) THERE IS NO DISCREPANCY AS TO BASE FLOOD ELEVATIONS DETERMINED.
- 8) THERE IS NO DISCREPANCY AS TO EARTH MOVING, CURRENT OR FUTURE, AS SHOWN ON THE SURVEY. THERE IS NO EVIDENCE THAT WAS OR IS BEING USED AS A "SOLID" OR "DUAL" SURVEY. THERE ARE SEVERAL LANDS ADJACENT TO THE SURVEY, BUT THERE ARE NO WEEDS ON PROPERTY.

TO: FULTON HOMES CORPORATION
JACOB F. LONG, AS TRUSTEE OF THE ALCOUD AG REVOCABLE LAND TRUST
DATED DECEMBER 11, 2020
PREMIER TITLE AGENCY AND ITS UNDERWRITER,
FIRST AMERICAN TITLE INSURANCE COMPANY

RESULTS OF SURVEY
BOOK 1028 OF MAPS, PAGE 23, M.C.R.
PLAT FOR CLENARM FARMS
BOOK 125 OF MAPS, PAGE 35, M.C.R.
PLAT FOR G.D.A.C.S.
BOOK 659 OF MAPS, PAGE 26, M.C.R.

ROBERT J. BLAKE
REGISTERED SURVEYOR STATE OF ARIZONA
REGISTRATION NO. 36070
DATE OF MAP: DECEMBER 13, 2019
UPDATED: FEBRUARY 26, 2020



Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ 85254
Tel 602-395-0200 Fax 602-395-0310

JOB No.
191203
SH. 1
OF 2
ALTACOV1.DWG

ALTA/NSPS LAND TITLE SURVEY

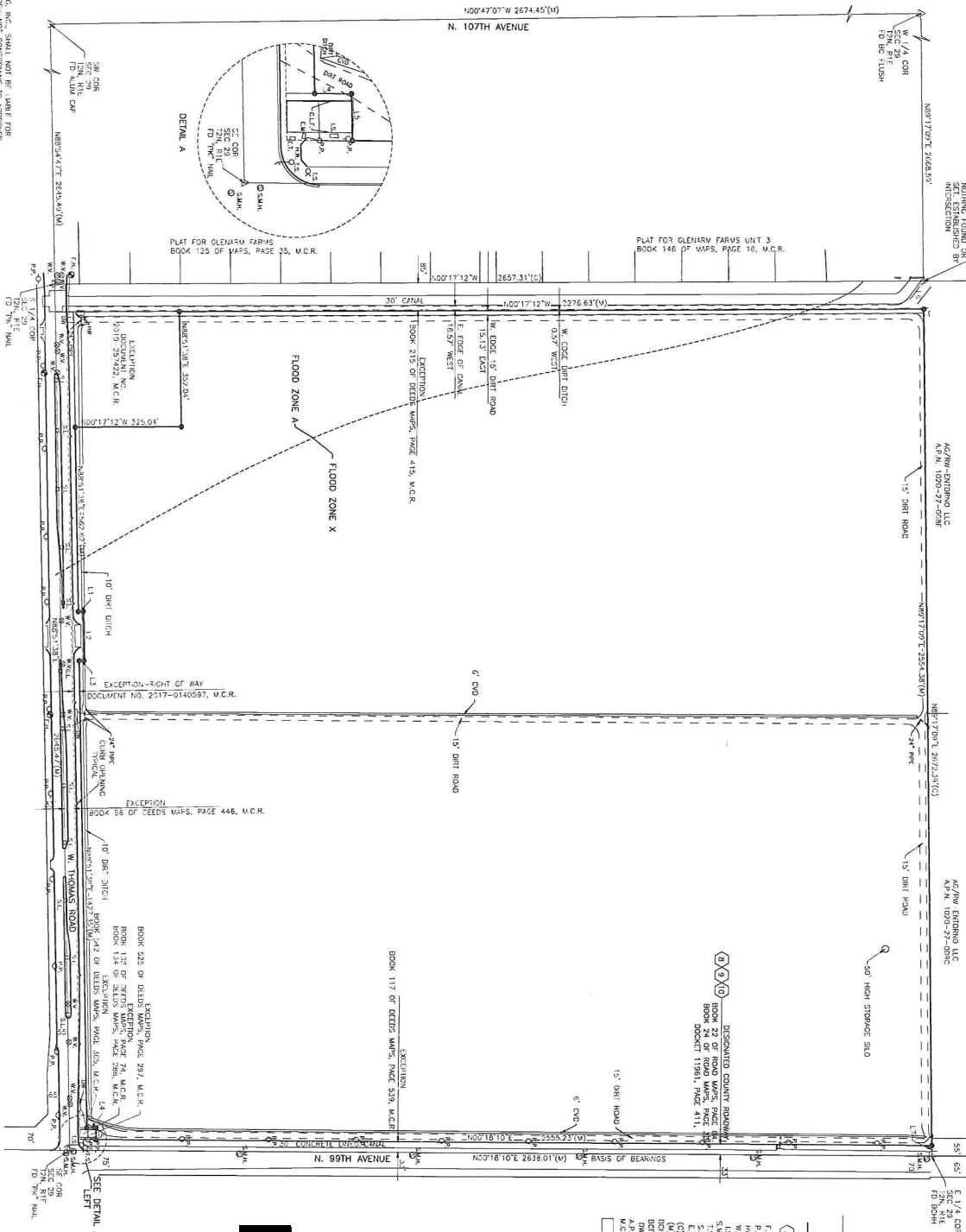
SITUATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 29,
T. 2 N., R. 1 E. OF THE GILA & SALT RIVER BASE & MERIDIAN, MARICOPA COUNTY, ARIZONA

LINE #	LENGTH	BEARING
L1	15.00'	N01°08'22"W
L2	150.00'	N85°51'38"E
L3	15.00'	N01°08'22"W
L4	28.01'	N07°18'10"E
L5	36.01'	N85°51'38"E
L6	85.50'	N87°17'09"E
L7	33.01'	N87°17'09"E

SCALE 1" = 150'



ALTA/NSPS SURVEYING, INC. SHALL NOT BE LIABLE FOR
ANY DAMAGE TO PERSONS OR PROPERTY CAUSED BY
DISREGARDING THIS SURVEY.



- LEGEND**
- INDICATES A CORNER OR
EASIMENT OR OTHER
FEATURE OF THE SURVEY
& C.R. F.L.S. # 30070
 - SCHEDULE "M" ITEM
 - F.H. FIRE HYDRANT
 - H.W. HEADWALL
 - W.V. WATER VALVE
 - U.S. UTILITY STRUCTURE
 - S.T. STEEL TANK
 - E.L. ELEC. LIGHT
 - T.S. TRAFFIC SIGNAL
 - B.T. BENCH MARK
 - M.S. MEASURED DATA
 - C.D. CALCULATED DATA
 - H.O.E. HOME OWNERS EXEMPTION
 - B.C.F. BROAD CROWN FLOOD
 - D.W. DRIVEWAY
 - A.S. ADJACENT PARCEL NUMBER
 - M.C. MARICOPA COUNTY
 - A.P.N. ARIZONA PARCEL NUMBER
 - ASPHALT PAVEMENT



ALTA/NSPS

2 OF 2

ALTA/NSPS LAND TITLE SURVEY
NW COR 99TH AVENUE & THOMAS ROAD

Clouse Engineering, Inc.
ENGINEERS & SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ 85224
Tel 602-355-3300 Fax 602-355-3310

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2034-1020 - Rezoning from Agricultural (AG) to Commerce Park (CP) for Best Western and Microtel Hotels - Application PL-19-0248

MEETING DATE: 10/19/2020

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department Director

THROUGH: Tracy Stevens, Deputy City Manager

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

PURPOSE:

City Council will hold a public hearing and consider a request by Mr. Ranjit Singh, IB Hospitality, LLC, to adopt Ordinance 2034-1020, rezoning approximately 3.6 acres of land located east of the north terminus of Eliseo C. Felix Jr. Way, south of Interstate 10 from Agricultural (AG) to Commerce Park (CP) to allow for the development of two (2) hotels on the subject property. City Council will take appropriate action.

BACKGROUND:

The 3.6-acre subject property (Exhibits A and B) is located east of the north terminus of Eliseo C. Felix Jr. Way, south of Interstate 10. The property has been zoned Agricultural (AG) since its annexation into the City in December 1964. Agricultural zoning allows for agricultural crop production, ranching and related uses, but, as in this case, AG is also intended as a holding district until the land is suitable for rezoning and development. No agricultural production has occurred on this site and until approximately 1985, portions of the site were located within the Agua Fria River channel.

The site is a narrow, long property that slopes west to east with an average of ten (10) feet of elevation change. A borrow (excavation) pit covers approximately one-quarter of the site where fill material was removed to raise the elevation of an adjacent property. The site lies within a Federal Emergency Management Agency (FEMA) designated 'AH' flood zone, which requires the developer to obtain a Conditional Letter Of Map Revision (CLOMR) from FEMA prior to grading and construction on the site.

The City processed a request to abandon a portion of the Eliseo C. Felix Jr. Way right-of-way adjacent to this property in May 2020; the Eliseo C. Felix Jr. Way right-of-way now terminates approximately 175 feet north of the subject property's southern property line, just north of the access road that connects to Coldwater Plaza. The abandoned right-of-way, which was formally designated an Easement for Highway Purposes, was incorporated into the subject property and will be formally recognized by the City through a future Minor Land Division that will adjoin the new area and dedicate necessary easements for future development.

The subject property is located within the boundary of the Freeway Corridor Specific Plan Area and is designated as Business Park on the General Plan 2030 Land Use Map (Exhibit C). The Business Park

designation is intended to allow for large scale campus development that provides abundant employment opportunities including, but not limited to, uses such as light manufacturing, corporate commerce, hotels, multi-story offices, and limited warehouse and support services.

Surrounding uses and zoning include:

- **North:** Agricultural zoned property owned by Arizona Department of Transportation (ADOT), including a service yard, material storage, and the Interstate 10 corridor, which is approximately 850 feet north of the subject property.
- **East:** The Agua Fria River channel, which is approximately 1,500 feet across adjacent to the subject property.
- **South:** General Industrial (A-1) zoned property occupied by a construction supply wholesaler.
- **West:** Community Commercial (C-2) and AG zoned property owned by ADOT, which is part of the service yard and material storage complex adjacent to the subject property on the north.

SUMMARY OF REQUEST:

The applicant, Mr. Ranjit Singh, IB Hospitality, LLC, is requesting to rezone the 3.6-acre subject property from Agricultural (AG) to Commerce Park (CP) to allow for the development of two (2) hotels on the site (Exhibits E and F). The applicant is proposing to develop a Microtel Moda and a Best Western Inn and Executive Suites with associated parking; a future lot split may be requested to place each hotel on separate lots. Each hotel is intended be six (6) stories tall as allowed by the Freeway Corridor Specific Plan and have 100 rooms with conference centers and meeting spaces. No restaurant or bar is intended on-site, but a partnership with a nearby reception hall is planned. The Microtel Moda is intended to be constructed first with a proposed opening date sometime in 2022 with the Best Western to begin construction in late 2022 or early 2023. The hotels are designed to be contemporary and modern in design with clean lines and a mix of glass, stucco, concrete, block, and steel (Exhibit G). In addition to seeking approval of a CLOMR, the developer will be required to obtain Site Plan and Design Review approval prior to obtaining building and civil permits to construct.

PUBLIC PARTICIPATION:

The applicant conducted the required neighborhood meeting to discuss the proposed rezoning at 6:00 P.M. on Tuesday, September 1, 2020. Due to the ongoing Covid-19 pandemic, the meeting was held via Zoom teleconferencing. 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 Southwest Valley Arizona Republic were completed at least fifteen (15) days prior to the meeting as required. A summary of the neighborhood meeting is included with this staff report as Exhibit H. In addition to City Staff and the applicant's team, Vice Mayor Pat Dennis attended the virtual meeting. Discussion was primarily related to the following topics:

- **What is the difference between this Best Western Inn and Executive Suites that sets it above the basic version and what upscale amenities are included?** The applicant indicated that the proposed Best Western Inn and Executive Suites will allow extended stays and have upgraded amenities in the suite. It is a new concept for Best Western and will be the first in Arizona. It offers more amenities than a standard budget hotel such as a business center, exercise area, outdoor gathering spaces, meeting space, and a modern design.
- **Do these proposed hotels have restaurants?** The applicant responded that no restaurants or bars will be included in the property, but they plan to partner with a nearby reception center and there are lots of restaurants in the area.

- **Do the rooms have cooking facilities?** The applicant indicated that the suites will have electronic cooking via hot plates and microwaves, along with a fridge and table with limited place settings.
- **How is the property accessed?** The applicant and staff responded that access to the proposed hotels will be via Eliseo C. Felix Jr. Way from Van Buren Road. Major Interstate 10 exits serving this area are Dysart Road and Fairway Drive.
- **How will the hotels attract customers to the property?** The applicant indicated this location has great visibility from Interstate 10, especially considering the height is planned at six (6) stories as allowed by the Freeway Corridor Specific Plan. Additionally, the applicant stated that online marketing is equally important as physical visibility. The added amenities, such as BBQ grills, outdoor fire pits, pools and more will be marketed online, which attracts families.
- **How will the hotels blend with the existing commercial and industrial properties in the area?** The applicant indicated their willingness to work with City staff on an acceptable design and they will be proposing contemporary designs. The applicant added that perhaps nearby properties will be improved or spurred towards improvement by the development of this site.
- **What is the intended timeline for development after approval?** The applicant responded that this is their sole development project at this time and the goal is to work on the design and entitlements this year and complete construction on the first hotel, Microtel, in 2022. The applicant added that the Best Western Inn and Executive Suites would follow the development of the Microtel site with a planned opening in 2023.

No comments related to the proposal have been posted on the City's aVOICE/Polco digital forum.

All required notifications for the Planning Commission and City Council public hearings, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic were completed at least fifteen (15) days prior to the meeting as required. No additional public comments beyond what is noted above have been received to date.

PLANNING COMMISSION ACTION:

On September 16, 2020, Planning Commission conducted a public hearing and voted 4-0 to recommend approval of the proposed rezoning subject to three (3) recommended conditions. Commission had one question as follows:

- Vice Chair Warren inquired as to where the main access to the site would be located. Staff responded that access to the proposed hotels will be via Eliseo C. Felix Jr. Way from Van Buren Street to the south.

ANALYSIS:

The proposed rezoning to Commerce Park (CP) will allow for hotel development by-right. The subject property has remained vacant since being annexed into the City in 1964. Due to the high visibility from Interstate 10, but limited access only from a dead-end local street, a hotel use is appropriate. Further, the hotel use is compatible with the Freeway Corridor Specific Plan and General Plan 2030 Land Use designation of Business Park.

DISCUSSION:

- The proposed rezoning to Commerce Park (CP) is in conformance with the General Plan 2030.
- The proposed rezoning is in conformance with the Freeway Corridor Specific Plan.

- The proposed rezoning is compatible with and complementary to the adjacent land uses.
- 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: Create and support diverse recreation and education opportunities

- STRATEGIC GOAL: Pursue private development of sports, entertainment, and hospitality amenities.

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-19-0248 Best Western and Microtel Hotels, a request to rezone approximately 3.6 acres of property located east of the north terminus of Eliseo C. Felix Jr. Way, south of Interstate 10 from Agricultural (AG) to Commerce Park (CP), subject to the following three (3) conditions of approval:

1. New development on the site shall conform to the Commerce Park (CP) district standards and Freeway Corridor Specific Plan.
2. The developer shall construct the east half of Eliseo C. Felix Jr. Way to the City's Minor Collector standard (Detail A1002) from the property's south edge to the point of existing improvements on the west half of the street in the first phase of development.
3. A water and sewer easement shall be dedicated to the City for its water and sewer mains from the north property line to the west driveway entrance.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-19-0248 Best Western and Microtel Hotels, a request to rezone approximately 3.6 acres of property located east of the north terminus of Eliseo C. Felix Jr. Way, south of Interstate 10 from Agricultural (AG) to Commerce Park (CP), subject to the three (3) conditions of approval as listed in the staff report.

Interstate 10

Dysart Road

Agua Fria River

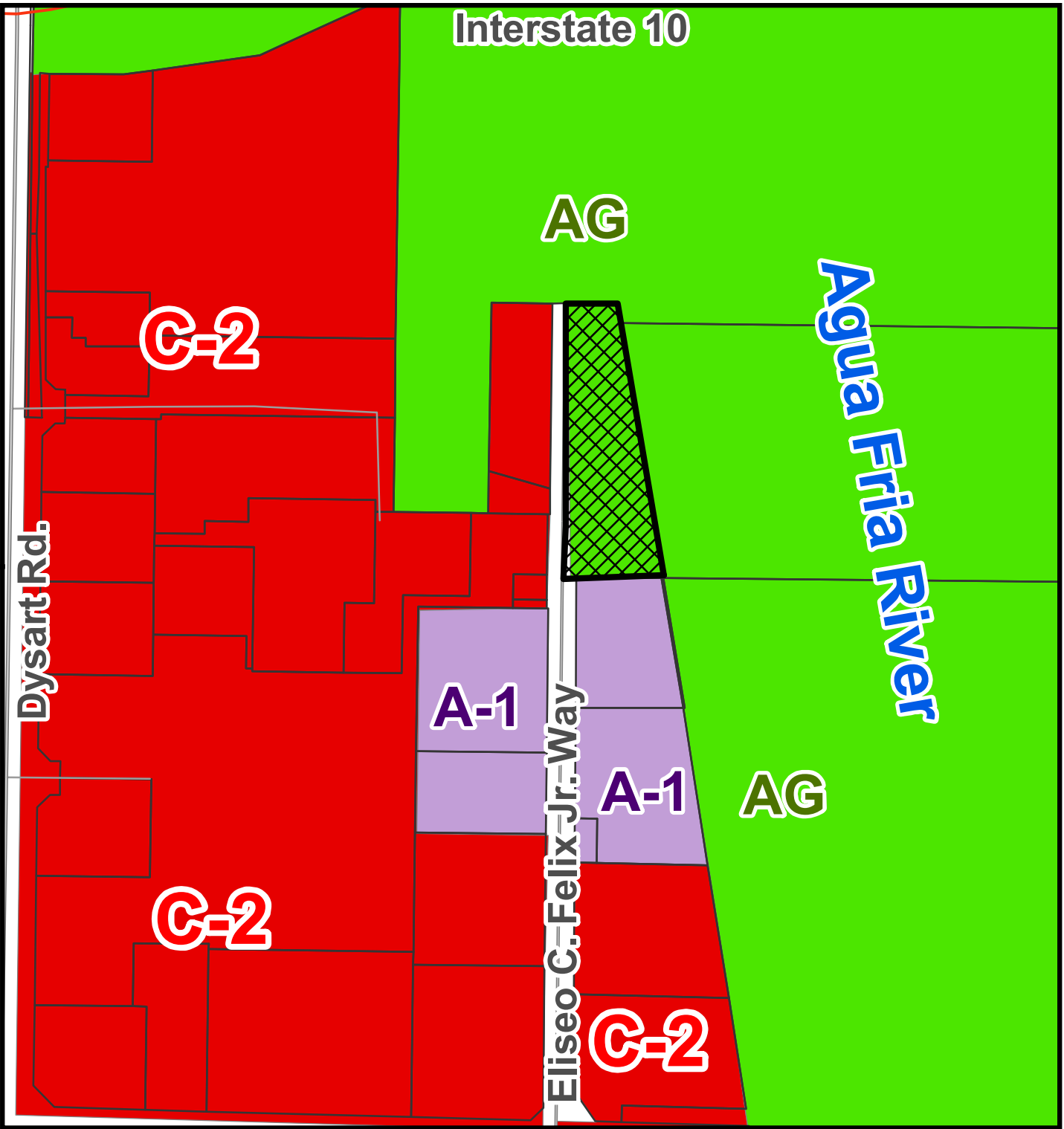
Eliseo C. Felix Jr. Way

Aerial Photograph



Project Location



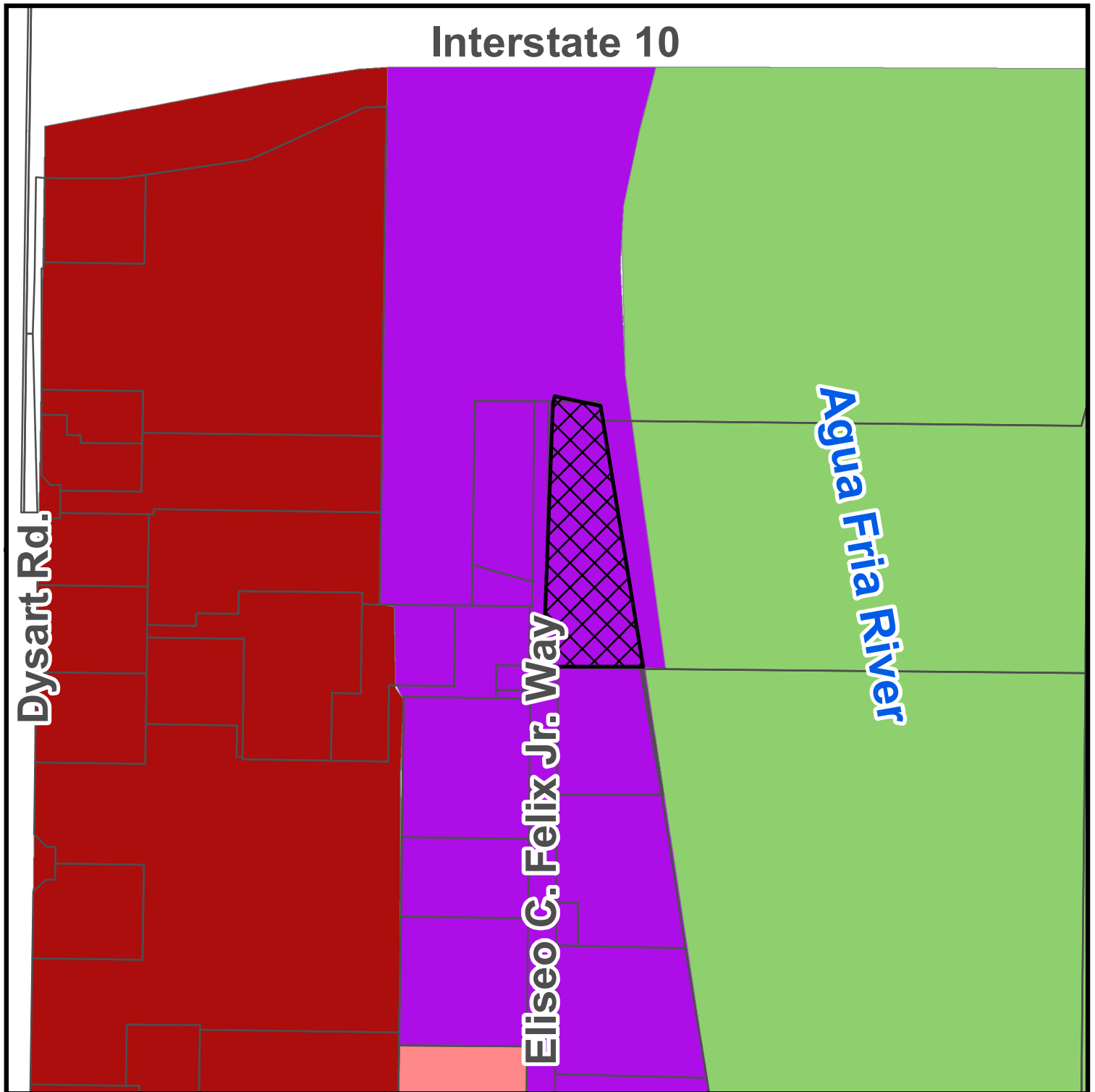


Zoning Vicinity Map



Subject Property



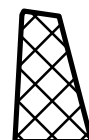


General Plan Land Use Map

General Plan 2030 Land Use



-  Local Commercial
-  Urban Commercial
-  Business Park
-  Open Space and Parks



Subject Property



SUMMARY OF RELATED FACTS

APPLICATION PL-19-0248

THE PROPERTY	
PARCEL SIZE	Approximately 3.6 gross acres
LOCATION	East of the north terminus of Eliseo C. Felix Jr. Way, south of Interstate 10 Freeway.
PHYSICAL CHARACTERISTICS	The site is narrow, long and sloping west to east with a ten (10) foot elevation change. A borrow pit covers approximately one-quarter of the site where fill material was removed to raise the elevation of an adjacent property. The site lies within a Federal Emergency Management Agency (FEMA) designated 'AH' flood zone, which requires the developer to obtain a Conditional Letter Of Map Revision (CLOMR) from FEMA prior to grading and construction on the site.
EXISTING LAND USE	The entire site is currently vacant with no active agricultural or other uses.
EXISTING ZONING	The entirety of the site is currently zoned Agricultural (AG) which allows for agricultural crop production, ranching and related uses. AG is also intended as a holding district until the land is suitable for rezoning and development.
ZONING HISTORY	The site was annexed as part of a larger annexation in December 1964 and was assigned Agricultural (AG) zoning with that annexation. The zoning has remained AG since annexation.

SURROUNDING ZONING AND LAND USE	
NORTH	Agricultural zoned property owned by Arizona Department of Transportation (ADOT), including a service yard, material storage and the Interstate 10 corridor, which is approximately 850 feet north of the subject property.
EAST	The Aqua Fria River channel, which is approximately 1,500 feet across adjacent to the subject property.
SOUTH	General Industrial (A-1) zoned property occupied by a construction supply wholesaler.
WEST	Community Commercial (C-2) and AG zoned property owned by ADOT, which is part of the service yard and material storage complex adjacent to the subject property on the north as well.

GENERAL PLAN	
The General Plan 2030 Land Use designation over the entirety of the subject property is Business Park.	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Avondale Elementary School District Agua Fria High School District

ELEMENTARY SCHOOLS	Lattie Coor (K-4) & Avondale Middle School (5-8)
HIGH SCHOOL	Agua Fria High School

<i>ADJACENT STREETS</i>	
Eliseo C. Felix Jr. Way	
Classification	Industrial Collector
Existing half-street ROW	33 feet
Standard half-street ROW	33 feet
Existing half-street improvements	None
Standard half-street improvements	One (1) travel lane, curb, gutter, sidewalk, and street lights where appropriate

<i>UTILITIES</i>
Future development on the site will access existing 16-inch water line in Eliseo C. Felix Way. Sewer service to the site will be accommodated by an existing 24-inch main line in Eliseo C. Felix Way. Arizona Public Service (APS) provides electrical service in this portion of the City.

Exhibit E

Rezoning Narrative

July 15, 2020

PROJECT NARRATIVE – REZONING APPLICATION

Case PL-19-0248
1515 N Eliseo C Felix Jr Way
APN 500-02-102
Avondale, AZ 85323

Planning Division
City of Avondale
11365 W. Civic Center Drive, Suite #110
Avondale, AZ 85323

Mr. Brian Craig
Planning Manager

Dear Mr. Craig,

PROPERTY BACKGROUND

The subject property was purchased by Mr. Ranjit Singh, IB Hospitality, LLC., now its current owner, with the intent to construct two flagship hotel brands in the City of Avondale. Mr. Singh has selected Best Western Plus and Executive Inn and Microtel Moda to be constructed at the north terminus of Eliseo Felix Jr. Parkway off Van Buren Road, in Avondale, Arizona.

The site is currently vacant and abuts Arizona Department of Transportation (ADOT) industrial property to the west, ADOT property and freeway right-of-way to the north, the Agua Fria River to the east and a commercial/industrial building to the south.

Our intent with this application is to submit a future request for a minor land division and incorporate the new vacated easement from ADOT.

CONFORMANCE WITH THE GENERAL PLAN

The subject site lies within the Avondale General Plan (Exhibit A attached) under the current land use designation of Business Park. This Designation runs from the I-10 Freeway to the north and to Van Buren St. on the south.

The site is currently zoned Agricultural (AG) but lies within the Land Use Designation Business Park. Surrounding properties are also designated Business Park (General Land Use Designation) and Flood Area in the Land Use Plan.

Mr. Singh is respectfully requesting to rezone the property from Agricultural (AG) to the Commerce Park (CP) designation. When completed, the site design will comply with the CP District Standards and the Commercial and Industrial Design Manual. See attached Schematic Site Plan in Exhibit B.

CONFORMANCE WITH THE FREEWAY CORRIDOR SPECIFIC PLAN

The subject site is within a quarter mile of south of the I-10 Freeway. Therefore, it lies within the Plan's boundaries. Site orientation, visibility and signage will meet the requirements of the Freeway Corridor Specific Plan. We expect that the final design will enhance the visual transition between the City and Freeway Corridor, enhance the gateway into Avondale and will contribute to the plan for a walkable community.

CONFORMANCE WITH THE COMMERCIAL AND INDUSTRIAL DESIGN MANUAL

We will ensure that the site and buildings meet the requirements of the City of Avondale's Commercial and Industrial Design Manual.

The building architecture will provide diverse and attractive building features, notwithstanding the functional and conscious design of the site. The proposed building architecture will offer the City some of the suggested design elements including a diversity of contextualism for mass, scale, and materials. Our site layout will promote a walkable, safe, pedestrian-friendly, pathway to adjoining commercial centers, office and business park developments restaurants and open spaces. Exhibit C attached shows proposed building elevations and possible color schemes.

CONFORMANCE WITH THE CITY DEVELOPMENT STANDARDS

When the design is complete, the site and buildings will meet the Development Criteria as outlined in the Commercial and Industrial Design Manual and compatibility as outlined above.

COMPATABILITY WITH ADJACENT LAND USES

The site is currently vacant and abuts Arizona Department of Transportation (ADOT) industrial property to the west, ADOT property and freeway right-of-way to the north, the

Agua Fria River to the east and a commercial/industrial building to the south. See Exhibit D attached for reference.

All adjoining parcels lie within the Business Park Land Uses Designation. The businesses surrounding the property consists of big box retail and supporting retail tenants, restaurants and offices. These uses are compatible and allowed within the Business Park Land Uses Designation.

ADEQUATE ACCESS AND CIRCULATION

The subject property will be accessed from N. Eliseo Felix Jr. Parkway positioned along the west boundary. Interior traffic flow and adequate on-site parking will be provided in and around the proposed building to meet City standards for on-site parking.

A traffic study was performed by Greenlight Traffic Engineering LLC (see attached Exhibit E) to determine the impact of the project on the adjacent roadway network. The results of that study show that the project is expected to generate 108 AM peak hour trips, 122 PM peak hour trips and 1672 daily trips. The engineers concluded that would have a minimal impact on the surrounding roadway infrastructure and work not create any significant quest at either of the two proposed driveways.

Traffic will enter the site via one of two proposed driveways accessed from N. Eliseo Felix Jr. Parkway. Interior traffic flow is provided by drive lanes around the perimeter of the site as well as between the two hotels. This allows for access on all sides of the proposed buildings.

In terms of on-site parking, we have added a landscape island for every eight stalls. In two instances, where it made sense to increase the end landscaping space instead of a narrow island, we placed a larger space at the end of nine full-size spaces. Please note that this is just a schematic plan, showing our intent. It is anticipated that the exact parking stall arrangement and count may be modified at the direction of the City as this site design is fully realized. The final plan submittal will comply with Avondale City Design Standards, and as approved by staff.

We did not indicate handicap accessible or van accessible stalls on this preliminary site plan. This will be designed and shown on the final plans in accordance with Americans with Disabilities Act (ADA). Due to the site configuration and inherent constraints, we are not including semi-truck and trailer parking on site.

The current plan indicates there will be 205 spaces, plus staff five extras with the current building and floor plan proposal. It was our understanding that the City is supportive of the proposed parking ratio. The current plan still uses full-size stalls. We have not included any

compact stalls. We also understand that staff may support the inclusion of 9-foot wide, full-size stalls in lieu of the 9-foot 5-inch stalls required by zoning code.

Our site layout will promote a walkable, safe, pedestrian-friendly, pathway to adjoining commercial centers, office and business park developments restaurants and open spaces. These paths will include ADA accessible access. The exact location of the pedestrian access will be determined during the site plan submittal.

SITE CHALLENGES

The existing site has several development challenges. The site is narrow, long and steep, with an unusual elevation change of ten feet from west to east, across the narrow dimension. There is what appears to have once been a large borrow pit covering approximately one-quarter of the site, where soil for the adjoining project was taken. A portion of the site lies within an “AH” designated flood zone. This will require careful siting and positioning of the buildings to address elevation and water retention conditions to satisfy Federal Emergency Management Agency (FEMA) requirements.

The owner’s challenge is to find a use for the property consistent with Avondale’s overall development and growth goals. The conclusion is that the two proposed hotels makes the best use of the land. As a result, both the Best Western Hotel and Microtel Hotel will contain six stories to accommodate the economically desirable number of rooms within this narrow footprint. The allowable height is regulated by the Freeway Corridor Specific Plan and the allowed height is 6 stories.

Noise from the freeway is also problematic, as noise is the leading complaint among hotel guests in the U.S. The intent is to utilize insulated concrete forms (ICF) throughout the building, resulting in an exceptionally quiet experience for the guest, another attraction for repeat customers. Another benefit of the concrete structure is that it is fire-resistant and far safer for the public and firefighters than the typical light-frame hotels. The building will also have fire sprinklers throughout.

Exterior finishes will include integrally colored plaster, metal panels, glass and painted stucco as used on the conceptual elevations. The conceptual elevations depict an example of possible color schemes.

Site lighting will be pole-mounted LED luminaires in the parking areas, building mounted up-lights and sconces on the building and grade-mounted landscape lighting the walks and landscaped areas. Our site lighting plan with photometrics has not yet been developed but we will provide poles and luminaires designed to meet Avondale standards and coordinate placement with staff during the final planning phase.

ADOT has granted a use permit for a forty (40) foot strip of land along the eastern boundary of the subject site to Mr. Singh and IB Hospitality for conditional use including but not limited to additional paved drive, parking, landscaping and pedestrian flow as needed. In exchange, IB Hospitality will provide access to the levee access road and maintain this parcel.

The 30-foot easement that has been provided by ADOT is now shown and dimensioned along the north segment of Eliseo Felix Jr. Drive. We have also delineated the location of the sidewalk per staff request. The accessible route to both buildings i.e. curbs, ramps, path of travel, etc. will be shown on the final plan.

Site signage will comply with City regulations. The signage submittal will be deferred pending further evaluation of the hotel brand requirements and City signage regulations. The intent is to provide building-mounted signs on the upper part of the building facing the freeway and the major access road. There will also be one monument sign at the main entrance drive.

The site design and plant selection will comply with the City's required landscaping, screening and wall stipulations. The intent is to plant native trees in dense clusters throughout the site, with Palo Verde "Desert Museum" the primary species. Other low water use desert plants will complete the planting plan. Plants shall be planted more densely than they grow in the natural desert and shall be regularly trimmed and maintained to create an idealized desert landscape. We also intend to restore the natural desert plants on the neighboring berm with the owner's permission. These plants on the adjoining property will be watered using a temporary system until they are established. We have added the landscaping area calculations on the site plan as requested

INTENT TO SEEK CLOMR

Part of the subject site lies within a FEMA Flood Zone designation "AH". As a result, the proposed development plan will affect the hydrologic characteristics of the flooding source and thus the result in modification of the existing regulatory, floodplain and base elevations. This process will require a Conditional Letter of Map Revision (CLOMR). Ownership, civil engineer and their construction management team have been working closely with ADOT and Flood Control District of Maricopa County. The requisite exhibits and necessary documents will be prepared by Ware Malcomb to be submitted to the City and ADOT for final approval.

BENEFITS

These two midscale luxury hotels will attract visitors to Avondale and helps to create further growth. The Best Western Plus and Executive Inn will feature at least two meeting rooms, a



much-needed amenity not offered by most hotels in this submarket. Both hotels will each feature a swimming pool, gym and business center. As a Best Western Plus and Executive Inn, the overall finish level is considered above average, with higher than average ceilings throughout. It will be the first of this type of Best Western in Arizona. The Microtel Moda is a new prototype for Microtel as well, providing a higher end finish compared to their standard brand. This project would be the first in Arizona as well.

Hotel Operations will provide 30 full time and 40 part time employees, and with expected occupancies during peak months, will bring a substantial amount of tax revenues to the City of Avondale. During their stay at the hotels, visitors will have the opportunity to enjoy what the City of Avondale offers, visit local shops and restaurants, all contributing to further growth while generating interest for future investment in the area.

Respectfully Submitted,
Contracting Services Group, LLC

Jason Hale, PE, SE
President

ATTACHMENTS: Exhibits A through E



EXHIBIT A

GENERAL PLAN

LAND USE

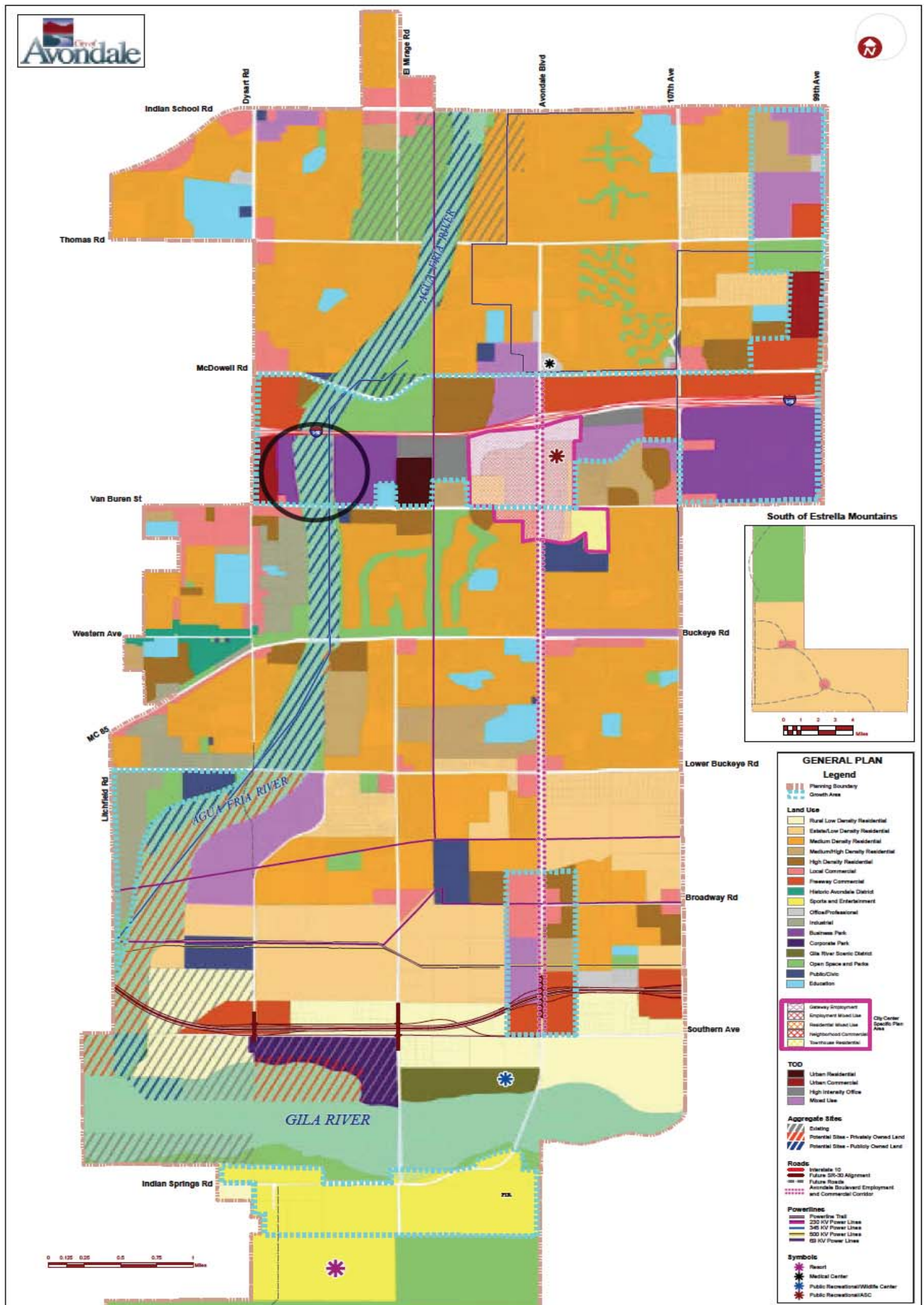




EXHIBIT B

SCHEMATIC SITE PLAN

NOT FOR CONSTRUCTION

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
GENERAL NOTES

1. All construction within the Flood Control District ("District") rights-of-way jurisdiction shall conform to the latest District Standards and Specifications as published on the District's web site.
2. Contractor must obtain necessary District Permit prior to commencement of construction within District right-of-way and maintain a copy of the permit at the project site at all times.
3. Notify the District's Permitting Inspector at 602-526-7913 or by e-mail at a District Drop call 602-506-4722 at least 48 hours prior to any work being performed in the District's rights-of-way.
4. Contractor performing excavation operations is responsible for locating and protecting all underground utilities.
5. Any damage to the District's structures, equipment, materials, vegetation, and/or property shall be replaced and/or repaired prior to the satisfaction of the District.
6. In the event the terms and conditions of the District's permit are not consistent with the District-approved plans, the District's permit will have priority.
7. In order to close the District's permit and release bonds, the work on the project site will have to be complete as determined by the District's inspector, certified as-built plans, along with a final inspection report, a final as-built map, a final record map, and an approved final plan, and all easements required by the project recorded.

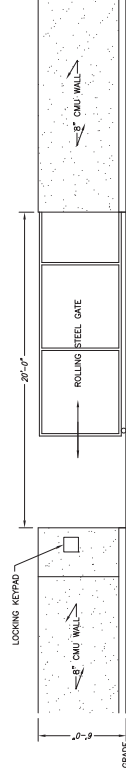
GENERAL NOTES

1. THIS IS A SCHEMATIC SITE PLAN. FINAL LOCATION, ORIENTATION AND FOOTPRINT OF THE BUILDINGS AND OTHER COMPONENTS MAY CHANGE.
2. TRASH ENCLOSURES, SIDEWALKS, ADA RAMPS AND ACCESSIBLE ROUTE NOT SHOWN IN THIS SCHEMATIC SITE PLAN.
3. ALL FIRE LANES SHALL MEET CITY OF AVONDALE REQUIREMENTS FOR WIDTH AND RADIUS.

LANDSCAPED AREA CALCULATIONS

SITE AREA, EXCLUDING LEVEE ACCESS ROAD: 146,053 SF
(103,030 SF)
LESS BUILDING FOOTPRINT, DRIVES, PARKING & CURBS: 43,023 SF
REMAINING AREA, B.O.C.-B.O.C., FENCE-TO-FENCE: (3,000 SF)
LESS PATH AND SIDEWALK ALLOWANCE: 40,023 SF
= LANDSCAPED AREA:

% LANDSCAPED AREA: 40,023 SF/ 146,053 SF = 27.4%

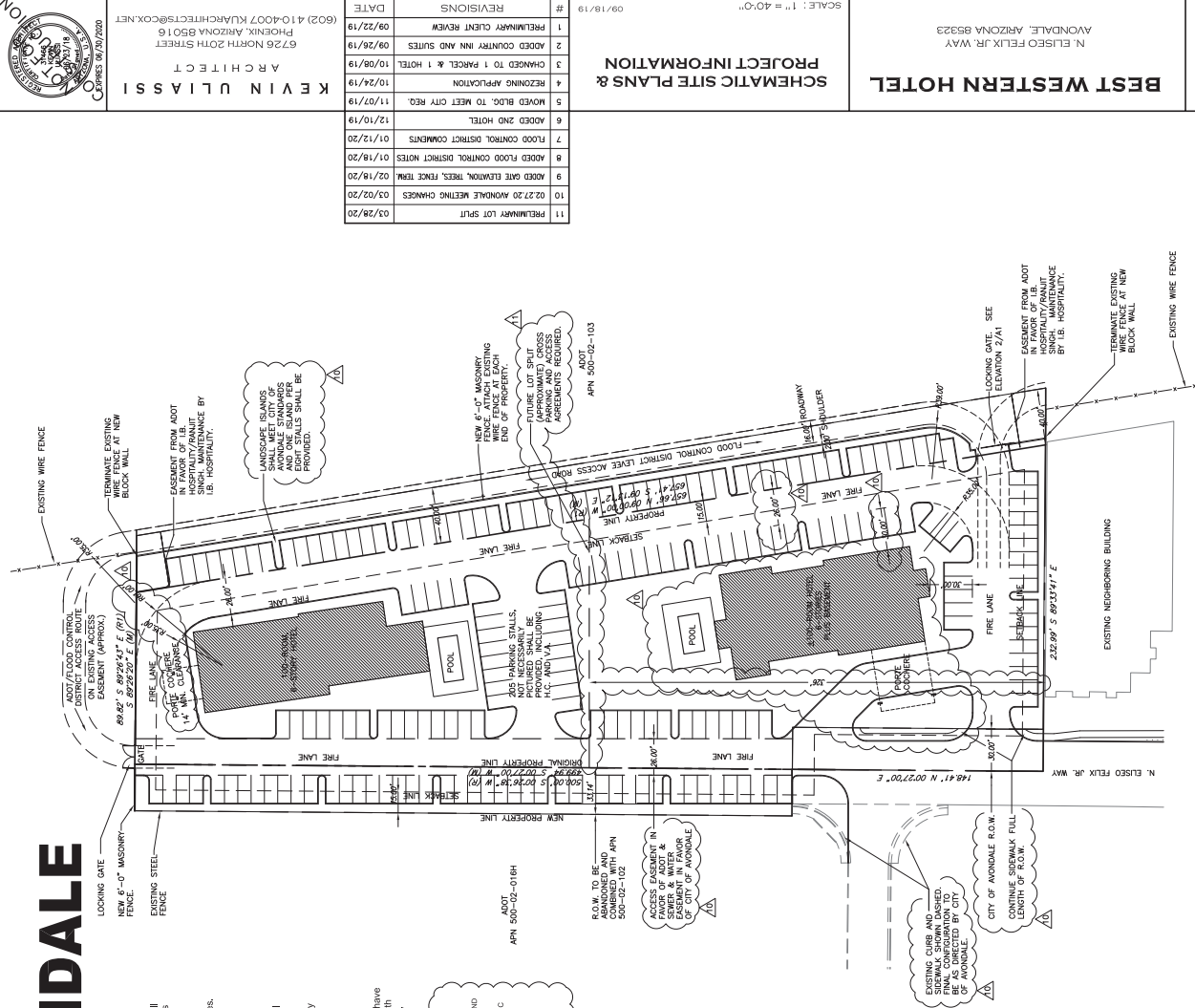


PROPOSED GATE ELEVATION

SCALE: 1/4" = 1' - 0"

PROPOSED SCHEMATIC SITE PLAN

SCALE: 1/4" = 1' - 0"



PROPOSED SCHEMATIC SITE PLAN

SCALE: 1/4" = 1' - 0"

#	REVISIONS	DATE
1	PRELIMINARY CLIENT REVIEW	09/27/19
2	ADDED COUNTRY INN AND SUITES	09/26/19
3	CHANGED TO 1 PARCEL & HOTEL	10/08/19
4	REZONING APPLICATION	10/29/19
5	MOVED BOARD TO MEET CITY REG.	11/07/19
6	ADDED AND HOTEL	12/07/19
7	FLOOD CONTROL DISTRICT COMMENTS	01/12/20
8	ADDED FLOOD CONTROL DISTRICT NOTES	01/18/20
9	ADDED ELEVATION, TREES, FENCE PANEL	02/18/20
10	02/27/20 ELEVATION METINGS CHANGES	02/20/20
11	PRELIMINARY LOT SPLIT	03/28/20

SCHEMATIC SITE PLANS & PROJECT INFORMATION

BEST WESTERN HOTEL

N. ELISEO FELIX JR. WAY
AVONDALE, ARIZONA 85323

AI



PROPOSED SCHEMATIC SITE PLAN

SCALE: 1/4" = 1' - 0"



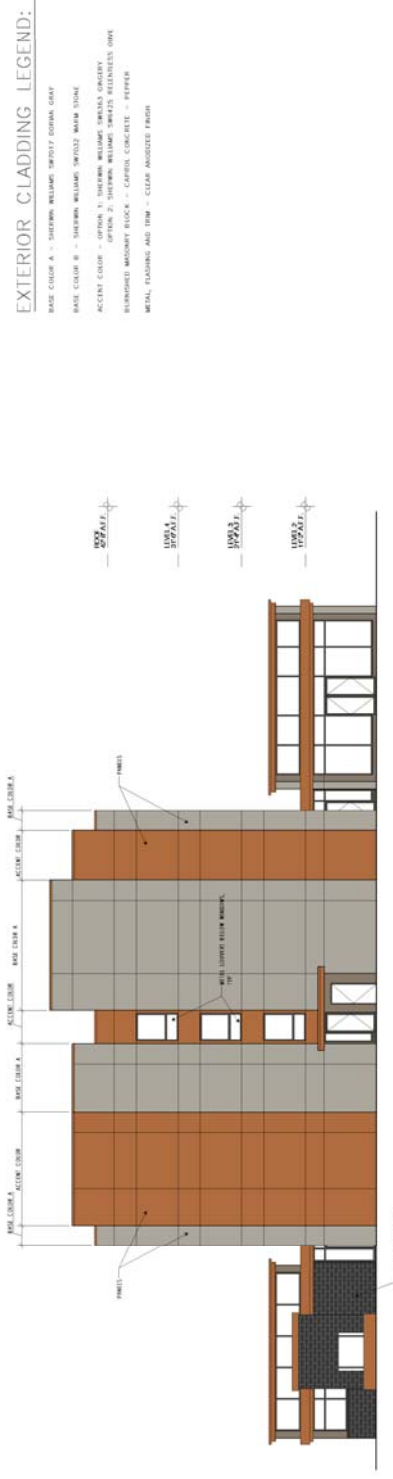
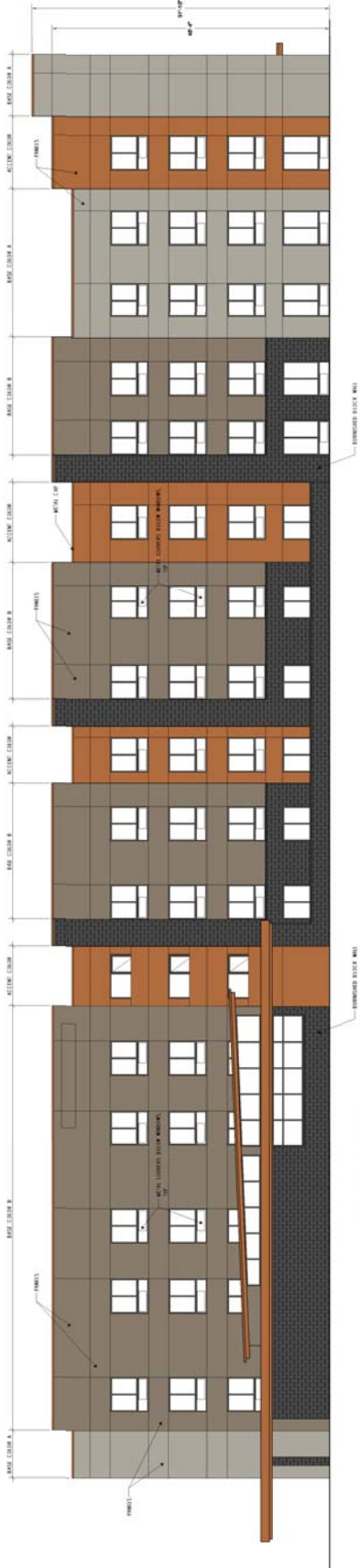
EXHIBIT C

BUILDING ELEVATIONS

REVISIONS:
1. REVISED TO REFLECT THE LATEST
ARCHITECTURAL DRAWINGS AND
SPECIFICATIONS. ALL MATERIALS
AND FINISHES TO BE USED SHALL
BE APPROVED BY THE ARCHITECT
PRIOR TO INSTALLATION. THE
OWNER SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY
PERMITS AND APPROVALS FROM
THE LOCAL BUILDING DEPARTMENT.
2. REVISED TO REFLECT THE LATEST
ARCHITECTURAL DRAWINGS AND
SPECIFICATIONS. ALL MATERIALS
AND FINISHES TO BE USED SHALL
BE APPROVED BY THE ARCHITECT
PRIOR TO INSTALLATION. THE
OWNER SHALL BE RESPONSIBLE FOR
OBTAINING ALL NECESSARY
PERMITS AND APPROVALS FROM
THE LOCAL BUILDING DEPARTMENT.

**NOT FOR
CONSTRUCTION**

PROJECT NAME	BEST WESTERN DUAL PHOTOGRAPHY
PROJECT NUMBER	PR-###
DATE	08/01/18
BY	ARCHITECT
FOR	OWNER
SCALE	AS SHOWN
NOTES	1. SEE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS AND DETAILS.
DATE	08/01/18
BY	ARCHITECT
FOR	OWNER
SCALE	AS SHOWN
NOTES	1. SEE ARCHITECTURAL DRAWINGS FOR ALL DIMENSIONS AND DETAILS.



EXTERIOR CLADDING LEGEND:

- BASE CLOR A - SHERWIN WILLIAMS SWISS GRAY
- BASE CLOR B - SHERWIN WILLIAMS SWISS GRAY
- ACCENT CLOR - OPTION 1: SHERWIN WILLIAMS SWISS GRAY
- ACCENT CLOR - OPTION 2: SHERWIN WILLIAMS SWISS GRAY
- BLINDING MOUNTAIN BRICK - CAPTION CONCRETE - PEPPER
- METAL CLADDING AND TRIM - CLEAR ANODIZED ALUMINUM

1 SOUTH ELEVATION
10'-0" x 10'-0"

2 WEST ELEVATION
10'-0" x 10'-0"

THEY ARE NOT THE SAME. THE DIFFERENCE between the two is the difference between a good and a bad idea. The good idea is the one that is based on a solid foundation of research and analysis. The bad idea is the one that is based on a shaky foundation of speculation and guesswork. The good idea is the one that is based on a solid foundation of research and analysis. The bad idea is the one that is based on a shaky foundation of speculation and guesswork.

NOT FOR
CONSTRUCTION

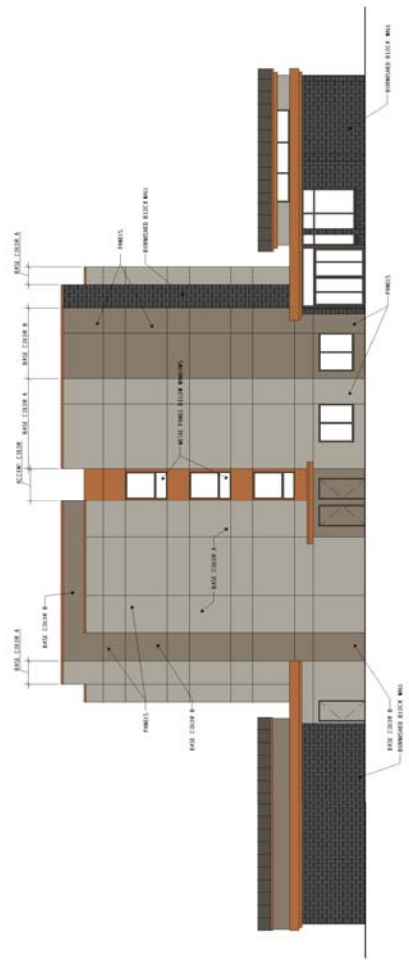
DATE	TIME	PROJECT NAME: WEST WESTERN DUAL PROTOTYPE	PROJECT NUMBER: PR-###	DATE	TIME	PROJECT NAME: WEST WESTERN DUAL PROTOTYPE	PROJECT NUMBER: PR-###

EXTERIOR CLADDING LEGEND:

BASE COLOR A - SHERWIN WILLIAMS SW7017 DOBAY GRAY
BASE COLOR B - SHERWIN WILLIAMS SW7032 MARM WHITE
ACCENT COLOR - OPTION 1: SHERWIN WILLIAMS SW6375 GINGERLY
OPTION 2: SHERWIN WILLIAMS SW6425 WILLIAMS ORANGE
BURNISHED MOOREY BLOCK - CAPTOL CONCRETE - PEPPER
METAL FLASHING AND TRIM - CLEAR ANODIZED ALUMINUM



2 EAST ELEVATION



1 NORTH ELEVATION
1/8" = 1'-0"



EXHIBIT D

MAP OF ADJACENT PARCELS

MAP OF ADJACENT PARCELS





EXHIBIT E

TRAFFIC STUDY

February 19, 2020

Mr. Matthew Kuehn
Civil Engineering Manager
Ware Malcomb
2777 E Camelback Road, Suite 325
Phoenix, AZ 85016

Re: Traffic Impact Statement
Best Western Hotel
Avondale, AZ



EXPIRES 9/30/2020

Greenlight Traffic Engineering, LLC is pleased to submit this Traffic Impact Statement (TIS) that was prepared for the proposed development of the Best Western Hotel in Avondale, Arizona (Project). The Project will include the development of a 100-room hotel building with a second 100-room hotel building to be developed within the same parcel in the future, as shown in the site plan (Attachment A). The Project is located on the east side of Eliseo C. Felix Jr Way, approximately 1,500 feet north of Van Buren Street within the City of Avondale, Arizona.

1 INTRODUCTION

The Project has frontage along Eliseo C. Felix Jr Way, which is owned and maintained by the City of Avondale (City). This TIS has been completed to satisfy the City's planning-level technical report requirements.

This TIS has been prepared in accordance with the City's Traffic Impact Analysis Procedures (July 2008) for approval by the City's Development & Engineering Services Department.

The purpose of this study was to document existing conditions and the proposed project site plan, as well as calculate anticipated site-generated trips associated with the Project construction.

The Project consists of 200 total rooms of Institute of Transportation Engineers (ITE) Land Use 310 "Hotel" which is divided across two hotel buildings. One building containing 100 rooms will be constructed first, and the second building containing 100 rooms will be constructed at a future date within the same parcel. Analysis of trips generated by both buildings has been included in this TIS. Based on calculations using rates in the ITE Trip Generation Manual, 10th Edition, the Project is forecast to generate approximately 118 AM peak hour trips, 122 PM peak hour trips and 1,672 daily trips.

2 PROJECT BACKGROUND

The Project site is located approximately 1,500 feet north of Van Buren Street on the east side of Eliseo C. Felix Jr Way in Avondale, Arizona, as shown in the figure below.



The Project site is currently an open lot consisting of dirt, rock and vegetation with debris/trash scattered throughout. There is no apparent existing infrastructure within the lot. The project site is bounded by Eliseo C. Felix Jr Way to the west, the Agua Fria River to the east, a construction supply business to the south, and the I-10 freeway to the north.

3 EXISTING ROADWAY CONDITIONS

3.1 Roadways

Eliseo C. Felix Jr Way is a 2-lane, north-south roadway with no pavement markings. The road is paved near the south end of the Project site and gravel along the Project's frontage. The posted speed limit on Eliseo C. Felix Jr Way is 25 miles per hour (mph) near the Project site. The City of Avondale Transportation Plan Update (November 2012) classifies Eliseo C. Felix Jr Way as a local road.

4 PROPOSED SITE CONDITIONS

4.1 Site Access, Circulation and Parking

The Project consists of two hotel buildings. The southern hotel will be constructed first. The northern building will be constructed at a future date that is yet to be determined. Two driveways will provide access to the project site from Eliseo C. Felix Jr Way, one south of 9th Street and one north of 9th Street.

There are no turning movement restrictions shown at either of the two driveways on the site plan. There are no expected sight distance concerns at either of the proposed site driveways.

Parking is available on all sides surrounding both proposed hotel buildings.

5 TRIP GENERATION

The Project will consist of 200 rooms of Hotel. Based on calculations using rates in the ITE Trip Generation Manual, 10th Edition, the Project is forecast to generate approximately 108 AM peak hour trips, 122 PM peak hour trips, 1,672 daily trips. The table below summarizes the net trips expected to be generated by the Project.

Land Use Code	Units	Size	AM Rate	PM Rate	ADT Rate	AM	PM	ADT
310 "Hotel"	Rooms	200	0.54	0.61	8.36	108	122	1672
Total						108	122	1672

6 CONCLUSIONS

The following conclusions are made based on the findings of the Project TIS:

1. The Project is expected to generate approximately 108 AM peak hour trips, 122 PM peak hour trips and 1672 daily trips.
2. The Project is not expected to have a significant impact to the surrounding roadway infrastructure.
3. The number of Project-generated trips are not expected to create any significant queues at either of the two Project driveways.
4. There are no sight distance concerns along Eliseo C. Felix Jr Way.

7 RECOMMENDATIONS

In summary, the proposed Project is expected to have minimal impacts on the adjacent roadway network. The following recommendations were developed based on the findings of the Project TIS:

1. Design and construction of the proposed Project improvements should conform to City of Avondale design standards, as applicable.

Sincerely,



Scott Kelley, PE, PTOE
Principal/Project Manager
scottk@greenlightte.com
(602) 499-1339

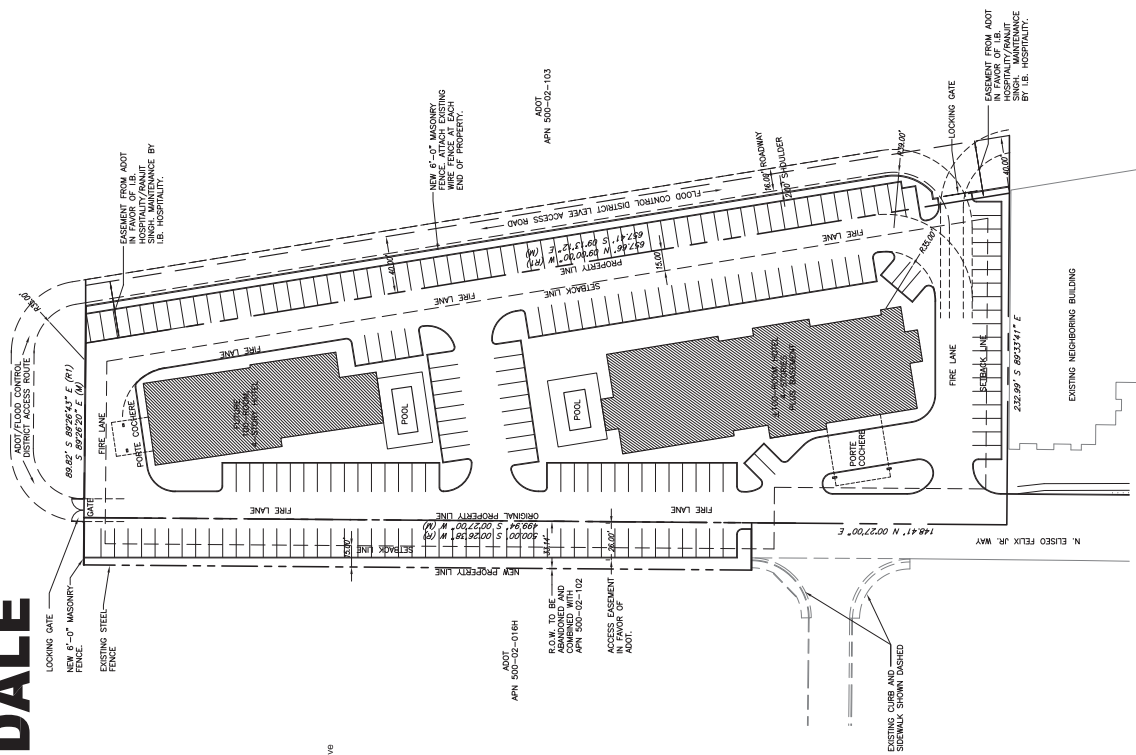
Attachments:

A – Best Western Hotel Site Plan

ATTACHMENT A

THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY
GENERAL NOTES

1. All construction within the Flood Control District ("District") rights-of-way jurisdiction shall conform to the latest District Standards and Specifications as published on the District's web site.
2. Contractor must obtain necessary District Permit prior to commencement of construction within District right-of-way and maintain a copy of the permit on the project site at all times.
3. Notify the District's Permits Administrator at 602-252-7913 or if working at a District Dam call 602-506-4722 at least 48 hours prior to any work being performed in the District's rights-of-way.
4. Contractor performing excavation operations is responsible for locating and protecting all underground utilities.
5. Any damage to the District's structures, equipment, materials, vegetation, and/or property shall be replaced and/or repaired in-kind to the satisfaction of the District.
6. In the event the terms and conditions of the District's permit are not consistent with the District-approved plans, the District's permit will have priority.
7. In order to close the District's permit and release bonds, the work on the project site will have to be complete as determined by the District's inspector, certified as-built plans, along with all other documents required by the District, and approved and accepted by the District, and all assessments required by the project recorded.



#	REVISIONS	DATE
1	PRELIMINARY CLIENT REVIEW	09/22/19
2	ADDED COUNTRY INN AND SUITES	09/26/19
3	CHANGED TO 1 PARCEL & 1 HOTEL	10/08/19
4	REZONING APPLICATION	10/24/19
5	MOVED BLDG. TO MEET CITY REQ.	11/07/19
6	ADDED 2ND AND HOTEL	12/10/19
7	FLOOD CONTROL DISTRICT COMMENTS	01/12/20
8	ADDED FLOOD CONTROL DISTRICT NOTES	01/18/20

PROJECT INFORMATION

SCALE: 1" = 40'-0"

BEST WESTERN HOTEL

N. ELISEO FELIX JR. WAY
AVONDALE, ARIZONA 85323

PROPOSED SCHEMATIC SITE PLAN

A1



Exhibit F

Conceptual Site Plan

NOT FOR CONSTRUCTION

1. All construction within the Flood Control District ("District") rights-of-way jurisdiction shall conform to the latest District Standards and Specifications as published on the District's web site.
2. Contractor must obtain necessary District Permit prior to commencement of construction within District right-of-way and maintain a copy of the permit at the project site at all times.
3. Notify the District's Permitting Inspector at 602-526-7913 or by e-mail at a District Drop call 602-506-4722 at least 48 hours prior to any work being performed in the District's rights-of-way.
4. Contractor performing excavation operations is responsible for locating and protecting all underground utilities.
5. Any damage to the District's structures, equipment, materials, vegetation, and/or property shall be replaced and/or repaired prior to the satisfaction of the District.
6. In the event the terms and conditions of the District's permit are not consistent with the District-approved plans, the District's permit will have priority.
7. In order to close the District's permit and release bonds, the work on the project site will have to be complete as determined by the District's inspector, certified as-built plans, along with a final inspection report, a final as-built map, a final record map, and an approved final plan, and all easements required by the project recorded.

1. THIS IS A SCHEMATIC SITE PLAN. FINAL LOCATION, ORIENTATION AND FOOTPRINT OF THE BUILDINGS AND OTHER COMPONENTS MAY CHANGE.
2. TRASH ENCLOSURES, SIDEWALKS, ADA RAMPS AND ACCESSIBLE ROUTE NOT SHOWN IN THIS SCHEMATIC SITE PLAN.
3. ALL FIRE LANES SHALL MEET CITY OF AVONDALE REQUIREMENTS FOR WIDTH AND RADIUS.

SITE AREA, EXCLUDING LEVEE ACCESS ROAD;	146,053 SF
LESS BUILDING FOOTPRINT, DRIVES, PARKING & CURBS;	(103,030 SF)
REMAINING AREA, B.O.C.-B.O.C., FENCE-TO-FENCE;	43,023 SF
LESS PATH AND SIDEWALK ALLOWANCE;	(3,000 SF)
LANDSCAPED AREA;	40,023 SF

27.4%

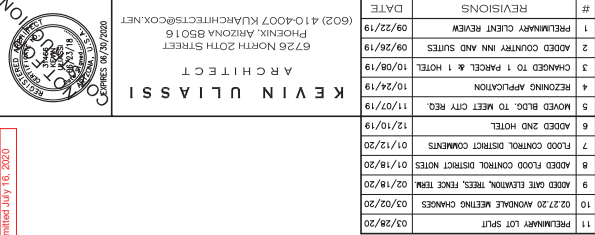
SCALE: 1/4" = 1' - 0"

SCALE: 1/4" = 1' - 0"

5



AI



BEST WESTERN HOTEL

N. ELISEO FELIX JR. WAY
AVONDALE, ARIZONA 85323

PROJECT INFORMATION

SCALE: 1" = 40'-0"

/6C

Exhibit G

Conceptual Elevations

[illegible]

NOT FOR
CONSTRUCTION

[illegible]

BASE COLOR A - SHEPPIN WILLIAMS SP7017 DOWAN GRAY
 BASE COLOR B - SHEPPIN WILLIAMS SP7032 MAPLE STONE
 ACCENT COLOR - OPTION 1: SHEPPIN WILLIAMS SP6263 GRIFFIN
 OPTION 2: SHEPPIN WILLIAMS SP6425 BELLEFLEURS OIVE
 UNFINISHED MASONRY BLOCK - CASTON CONCRETE - PEPPER
 METAL FLASHING AND TRIM - CLEAR ANODIZED FINISH



[illegible]

NOT FOR
CONSTRUCTION

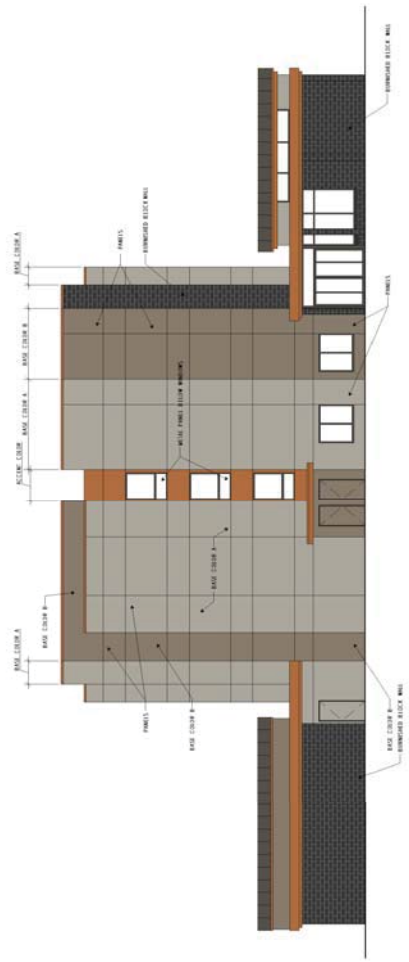
DATE	07-07-18
TIME	
SUBJECT NAME: WEST WESTERN DUAL PROTOTYPE	
SUBJECT NUMBER: PR-###	
DATE	07-07-18
SUBJECT LOCATION: WEST WESTERN AND WEST ELEVATIONS	
SCALE:	
SUBJECT NUMBER: A3.02	

EXTERIOR CLADDING LEGEND:

BASE COLOR A - SHERWIN WILLIAMS SW7017 EGGER GRAY
BASE COLOR B - SHERWIN WILLIAMS SW7032 MARM WHITE
ACCENT COLOR - OPTION 1: SHERWIN WILLIAMS SW6435 GINGERLY
OPTION 2: SHERWIN WILLIAMS SW6425 BLISSLESS ONE
BURNISHED MOONEY BLOCK - CAPTOL CONCRETE - PEPPER
METAL FLASHING AND TRIM - CLEAR ANODIZED BRON



2 EAST ELEVATION



1 NORTH ELEVATION
1/8" = 1'-0"

- GENERAL NOTES - EXTERIOR ELEVATIONS.**
1. RE-SHEET GO OUT FOR ADDITIONAL GENERAL NOTES TO BE SUBMITTED TO THE ARCHITECT OF RECORD FOR REVIEW AND APPROVAL.
 2. CONTRACTOR TO VERIFY LOCATION OF EXISTING STRUCTURE AND UTILITIES PRIOR TO CONSTRUCTION. ALL REVISIONS TO THIS PROTOTYPE SHALL BE SUBMITTED TO WYNHAM WORKFLOW FOR APPROVAL.
 3. EXTERIOR WALLS SHALL BE CONSTRUCTED TO MATCH ADJACENT EXISTING WALLS. EXTERIOR WALLS SHALL BE CONSTRUCTED TO MATCH ADJACENT EXISTING WALLS. EXTERIOR WALLS SHALL BE CONSTRUCTED TO MATCH ADJACENT EXISTING WALLS.
 4. RE-THINK WINDOW TYPES SHEET FOR ALL TYPES. RE-THINK WINDOW TYPES SHEET FOR ALL TYPES. RE-THINK WINDOW TYPES SHEET FOR ALL TYPES.
 5. RE-THINK WINDOW TYPES SHEET FOR ALL TYPES. RE-THINK WINDOW TYPES SHEET FOR ALL TYPES. RE-THINK WINDOW TYPES SHEET FOR ALL TYPES.
 6. EXTERIOR DOORS TO MATCH ADJACENT EXISTING DOORS. EXTERIOR DOORS TO MATCH ADJACENT EXISTING DOORS. EXTERIOR DOORS TO MATCH ADJACENT EXISTING DOORS.
 7. INSTALL EXPANSION JOINTS AT INTERIOR CORNERS AND AT ALL OTHER LOCATIONS AS REQUIRED BY ARCHITECT AND WYNHAM CONSULTANT PRIOR TO FINISHING.
 8. CONTRACTOR TO PROVIDE SAMPLES OF ALL MATERIALS TO ARCHITECT AND WYNHAM CONSULTANT PRIOR TO FINISHING.



MATERIAL KEYNOTES

0724B	EIFS FINISH ACENT, CEMENT OVER TYPED
0724E	EIFS FINISH ACENT, CEMENT OVER TYPED
0724F	EIFS FINISH ACENT, CEMENT OVER TYPED
0724G	EIFS FINISH ACENT, CEMENT OVER TYPED
0724H	EIFS FINISH ACENT, CEMENT OVER TYPED
0724I	EIFS FINISH ACENT, CEMENT OVER TYPED
0724J	EIFS FINISH ACENT, CEMENT OVER TYPED
0724K	EIFS FINISH ACENT, CEMENT OVER TYPED
0724L	EIFS FINISH ACENT, CEMENT OVER TYPED
0724M	EIFS FINISH ACENT, CEMENT OVER TYPED
0724N	EIFS FINISH ACENT, CEMENT OVER TYPED
0724O	EIFS FINISH ACENT, CEMENT OVER TYPED
0724P	EIFS FINISH ACENT, CEMENT OVER TYPED
0724Q	EIFS FINISH ACENT, CEMENT OVER TYPED
0724R	EIFS FINISH ACENT, CEMENT OVER TYPED
0724S	EIFS FINISH ACENT, CEMENT OVER TYPED
0724T	EIFS FINISH ACENT, CEMENT OVER TYPED
0724U	EIFS FINISH ACENT, CEMENT OVER TYPED
0724V	EIFS FINISH ACENT, CEMENT OVER TYPED
0724W	EIFS FINISH ACENT, CEMENT OVER TYPED
0724X	EIFS FINISH ACENT, CEMENT OVER TYPED
0724Y	EIFS FINISH ACENT, CEMENT OVER TYPED
0724Z	EIFS FINISH ACENT, CEMENT OVER TYPED

MICROTEL INN AND SUITES
ADDRESS, CITY, STATE
ZIP
"MODA" PROTOTYPE DESIGN
DRAWINGS

REVISION DATES

PROFESSIONAL SEAL

A2.11

ISSUE DATE: 30 AUGUST 2019

PROJECT NUMBER: VERSION 1.0

EXTERIOR ELEVATIONS

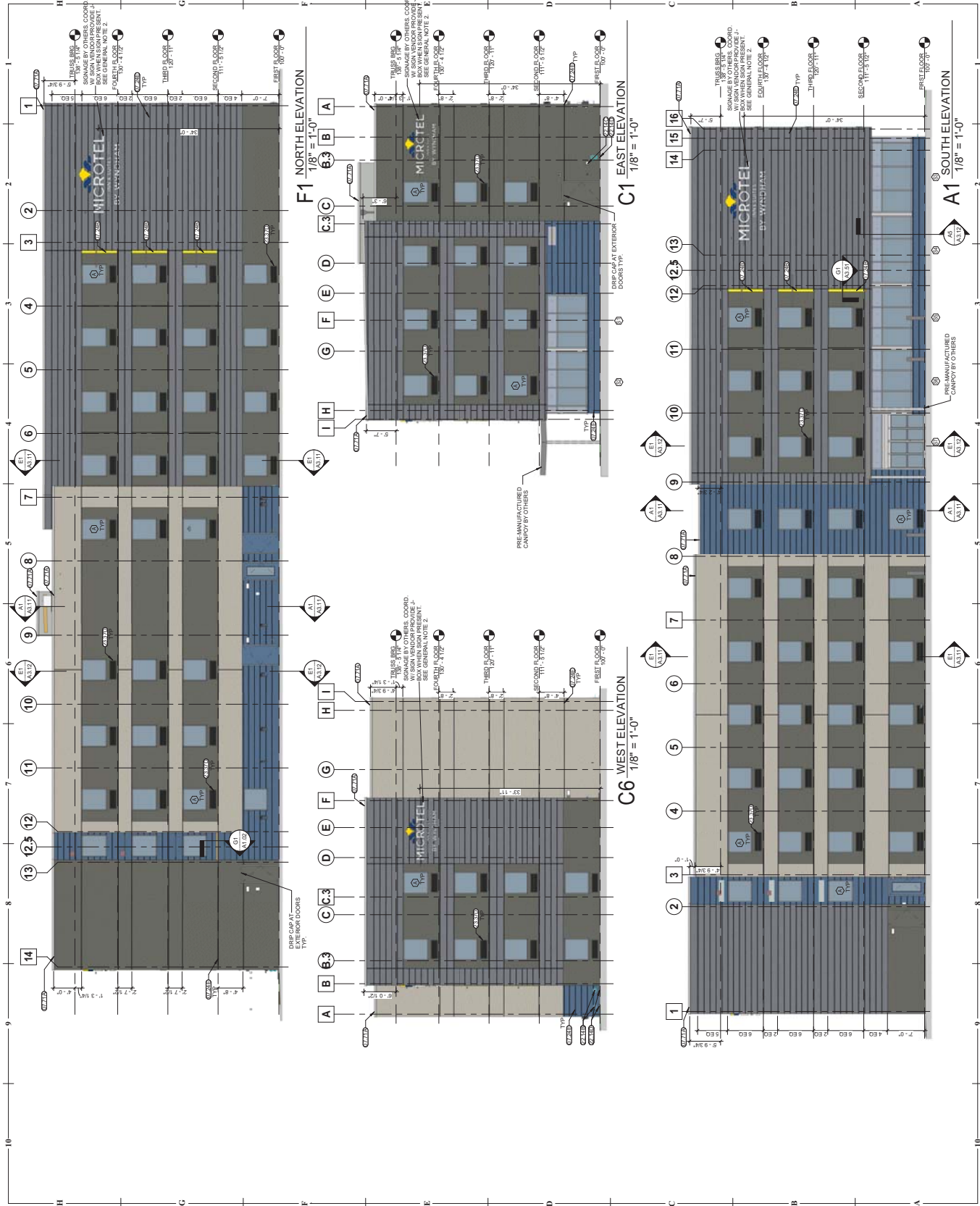


Exhibit H

Neighborhood Meeting Summary

Neighborhood Meeting Results Report
REZONING APPLICATION – BEST WESTERN
CASE NUMBER: PL-19-0248
1515 N Eliseo C Felix Jr Way
(APN: 500-02-102)

Date: September 2, 2020

The Neighborhood Meeting was held on September 1, 2020, at 6 p.m. Due to concerns for public safety resulting from the COVID-19 pandemic, it was a virtual meeting. The instructions to attend were in the Notice Letter that was sent out to all property owners within 1,000 feet of the subject property at least fifteen (15) days prior to the meeting, published in Southwest Valley Republic on August 26, 2020 and on the on-site posting.

Meeting Summary:

The meeting started at 6 p.m. and ended at 7 p.m. The people who attended the meeting are listed below.

Meeting Attendees:

Property Owner/Applicant Representatives:

- Jason Hale, PE, SE – Contracting Services Group, LLC
- Patrick Hurley – Contracting Services Group, LLC
- Ranjit Singh – Project Owner / Developer

City of Avondale Representatives:

- Brian Craig – City of Avondale, Planning Manager

Public Participants:

- Patricia Dennis – City of Avondale, Vice Mayor

Overview:

Jason Hale provided an overview presentation of the proposed project and rezoning request. Plans showing the location, site plan and renderings of the two proposed hotels were presented along with floor plans of the hotels. Mr. Hale discussed the rezoning and the property's connections with regional surroundings, access, area activities available, trails and outdoor activities.

Discussion:

1. Vice Mayor – What is the difference between this Best Western Inn and Executive Suites that sets it above the basic version?
 - a. Mr. Singh – Mostly the length of stays allowed; size of property; amenities in the suites and the hotel in general
2. Vice Mayor – What is “upscale budget”; what makes it “upscale”?
 - a. Mr. Singh - The product is the only new budget facility to be built in this area in years. It is a new concept for Best Western and the first in AZ. It offers more amenities, such as business

- center, exercise area, outdoor gathering space, meeting space, and new modern design, than standard budget hotels.
3. Vice Mayor – When you bring this forward bring examples of what puts these hotels in the upscale category; share what features will be offered.
 - a. Mr. Singh – We will try to bring representatives of the hotel chain to the meeting.
 4. Vice Mayor - Does this product have restaurants?
 - a. Mr. Singh – No but will partner with nearby reception center and there are lots of restaurants in the area,
 5. Vice Mayor – Are there cooking facilities in the rooms?
 - a. Mr. Singh – Yes, in the suites., electronic cooking is offered with a microwave, along with a fridge and table with limited place settings.
 6. Vice Mayor – Where is the access to the site?
 - a. Mr. Hale & Mr. Craig – access is via Eliseo C. Felix Jr. Way from Van Buren. Major Exits serving this area from I-10 are Dysart and Fairway
 7. Vice Mayor – How will you attract people to the property?
 - a. Mr. Singh – Great visibility from I-10, 6 stories allowed (Freeway Corridor Specific Plan). Marketing online is equally important as visibility. The added amenities, such as BBQ, outdoor fire pit, pools and more will be marketed online along with the customer satisfaction feedback. The amenities will be great for families.
 8. Vice Mayor – How do you blend the project nicely with the existing properties, especially the back of the commercial and industrial in the area?
 - a. Mr. Singh – Will work with the City to make sure they are happy with the designs and architecture of the buildings.
 - b. Mr. Hale – Perhaps nearby properties will be improved or spurred towards improvement by the development of this site.
 9. Vice Mayor – What is your timeline for development after approval?
 - a. Mr. Singh – I am working only on this project currently. Lenders are on board. There is enough time to work on the design now. Next year, if the Covid issue is resolved we will build the project. Open the Microtel (first of 2 hotels on the site) in 2022 then begin to develop the Best western.
 10. Vice Mayor – Hopefully this will encourage redevelopment of other projects in the area. It is nice to be so close to many restaurants in the area.

Mr. Hale closed with a brief overview of the economic benefits expected from this development.

The Vice Mayor left the meeting. Other participants waited to see if anyone from the public signed in.

Mr. Craig adjourned the meeting at 7 PM.

████████████████████

Jason Hale, PE, SE - Contracting Services Group, LLC

ORDINANCE NO. 2034-1020

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 2.69 ACRES GENERALLY LOCATED AT THE NORTH TERMINUS OF ELISEO C. FELIX JR. WAY AND SOUTH OF THE INTERSTATE 10 HIGHWAY, AS SHOWN IN APPLICATION PL-19-0248, FROM AGRICULTURAL (AG) TO COMMERCE PARK (CP).

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 $\pm$ 2.69 acre parcel of real property generally located at the north terminus of Eliseo C. Felix Jr. Way and south of the Interstate 10 Highway, as shown in application PL-19-0248, from Agricultural (AG) to Commerce Park (CP) (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 September 16, 2020, 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 October 19, 2020; 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 for a $\pm$ 2.69 acre parcel of real property generally located at the north terminus of Eliseo C. Felix Jr. Way and south of the Interstate 10 Highway, as more particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby approved, subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. New development on the site shall conform to the Commerce Park (CP) district standards and Freeway Corridor Specific Plan.
2. The developer shall construct the east half of Eliseo C. Felix Jr. Way to the City's Minor Collector standard (Detail A1002) from the property's south edge to the point of existing improvements on the west half of the street in the first phase of development.
3. A water and sewer easement shall be dedicated to the City for its water and sewer mains from the north property line to the west driveway entrance.

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.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, October 19, 2020.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2034-1020

[Legal Description and Map]

See following pages.

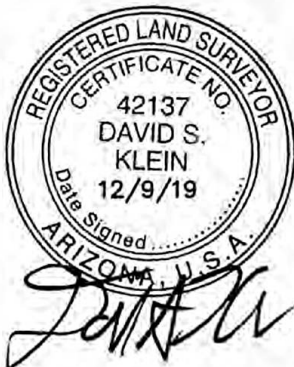
DESCRIPTION OF
COMBINED PART OF ELISEO FELIX JR WAY,
THE LAND HAVING AN APN: 500-02-102, AND
40.00 FOOT WIDE PERMIT AREA FOR REZONING

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 2, TOWNSHIP
1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA BEING FURTHER DESCRIBED AS
FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 2
BEING MARKED BY A 3 INCH BRASS CAP IN HAND HOLE FROM
WHICH A 3 INCH BRASS CAP MARKING THE SOUTH QUARTER
CORNER OF SAID SECTION 2 BEARS SOUTH 88 DEGREES 35
MINUTES 30 SECONDS EAST 2638.88 FEET;
THENCE SOUTH 88 DEGREES 35 MINUTES 30 SECONDS EAST
1319.35 FEET ALONG THE SOUTH LINE OF SAID SECTION TO A 3
INCH CITY OF AVONDALE BRASS CAP FLUSH;
THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST
1348.02 FEET ALONG THE WEST LINE OF THE EAST HALF OF THE
SOUTHWEST QUARTER OF SAID SECTION 2 TO A 3 INCH ALUMINUM
CAP STAMPED ARIZONA DEPARTMENT OF TRANSPORTATION BEING
THE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 27 MINUTES 00 SECONDS EAST 179.41
FEET ALONG THE WEST LINE OF THE EAST HALF;
THENCE NORTH 89 DEGREES 33 MINUTES 13 SECONDS WEST 33.22
FEET;
THENCE NORTH 00 DEGREES 26 MINUTES 47 SECONDS EAST 469.01
FEET ALONG THE WEST RIGHT-OF-WAY LINE OF ELISEO FELIX JR
WAY TO A 1/2 INCH REBAR WITH TAG STAMPED 42137;
THENCE SOUTH 89 DEGREES 26 MINUTES 20 SECONDS EAST 196.41
FEET;
THENCE SOUTH 09 DEGREES 13 MINUTES 12 SECONDS EAST 657.32
FEET;
THENCE NORTH 89 DEGREES 33 MINUTES 41 SECONDS WEST 273.57
FEET ALONG THE SOUTH LINE OF SAID PARCEL 2 TO THE POINT OF
BEGINNING.

COMPRISING 157,113 SQUARE FEET, MORE OR LESS.



PAGE 1 OF 2


SUPERIOR
SURVEYING SERVICES, INC.

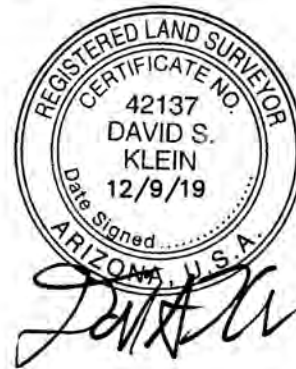
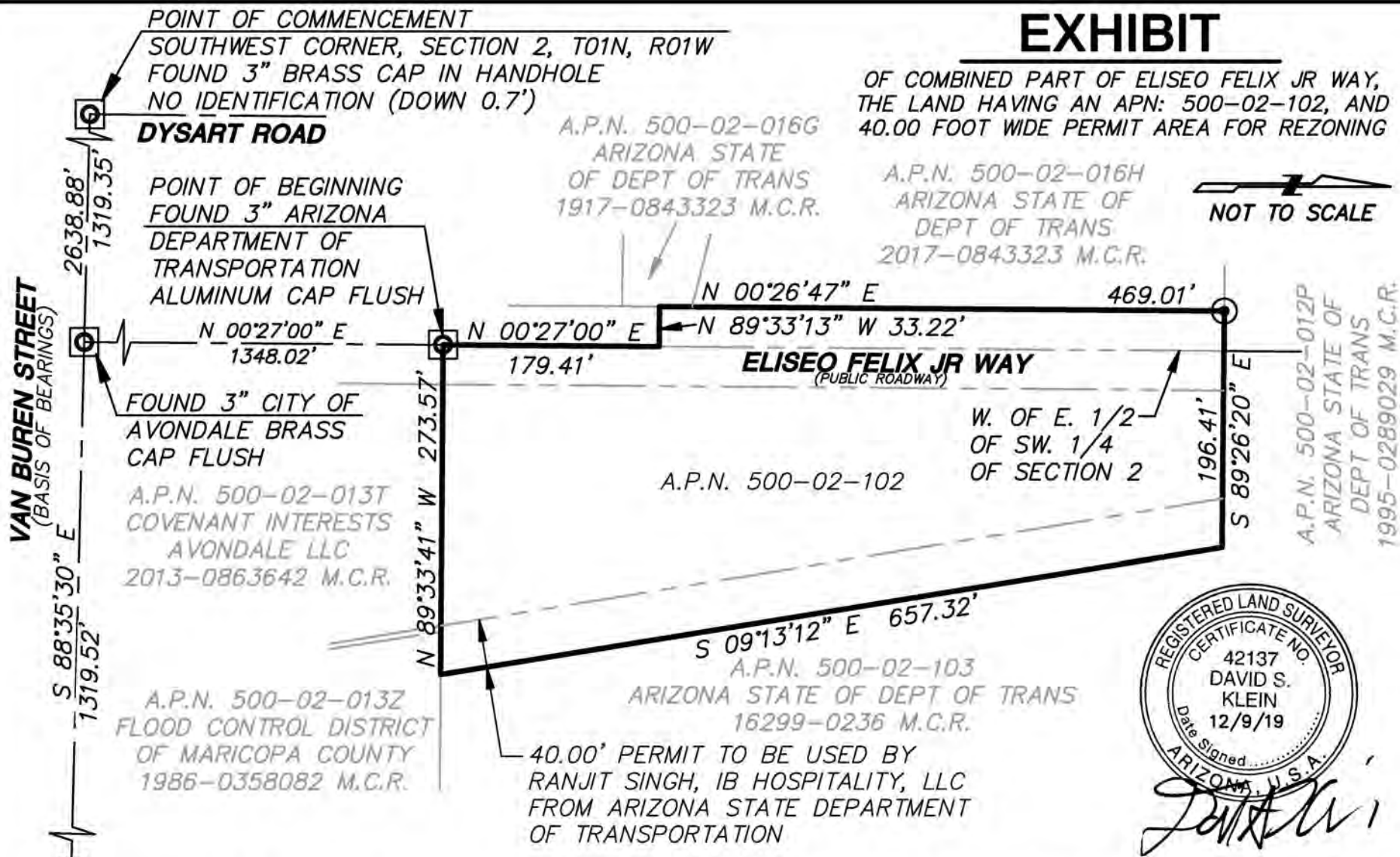
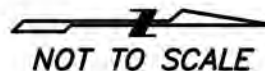
2122 W. Lone Cactus Dr.
Ste. 11, Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

DATE: 12/9/19

JOB NO.: 190858

EXHIBIT

OF COMBINED PART OF ELISEO FELIX JR WAY,
THE LAND HAVING AN APN: 500-02-102, AND
40.00 FOOT WIDE PERMIT AREA FOR REZONING



SUPERIOR
SURVEYING SERVICES, INC.

2122 W. Lone Cactus Dr., Ste. 11
Phoenix, AZ 85027
623-869-0223 (office)
623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com

**WAIVER OF CLAIMS FOR DIMINUTION OF VALUE
UNDER ARIZ. REV. STAT. §§ 12-1134 – 1136
BETWEEN THE
CITY OF AVONDALE
AND
AVONDALE CAPITAL, LLC**

THIS WAIVER OF CLAIMS FOR DIMINUTION OF VALUE under ARIZ. REV. STAT. §§ 12-1134 - 1136 (this "Waiver") is made Sept 17, 2020, between Avondale Capital, LLC, an Arizona limited liability company (the "Owner") and the City of Avondale, an Arizona municipal corporation (the "City"), regarding the approximately 2.69 acre parcel of real property generally located at the north terminus of Eliseo C. Felix Jr. Way and south of the Interstate 10 Highway in Avondale, Arizona, described and depicted on Exhibit A attached hereto and incorporated as if fully set forth herein (the "Property"). Owner intends to encumber the Property with the following agreements and waivers.

1. Waiver of Claims Related to the Rezoning. The Owner agrees and understands that the City is entering into this Waiver in conjunction with that certain approval for rezoning of the Property, Application No. PL-19-0248 (the "Rezoning") in good faith and with the understanding that, if the City approves the Rezoning, it will not be subject to a claim for diminished value of the Property from the Owner or other parties having an interest in the Property. Owner agrees and consents to all the conditions imposed as part of the ordinance rezoning the Property (the "Rezoning Ordinance"), including all stipulations adopted by the Council of the City of Avondale (the "City Council") and, by signing this Waiver, hereby waives any and all claims, suits, damages, compensation and causes of action the Owner may have now or in the future under the provisions of ARIZ. REV. STAT. §§ 12-1134 through and including 12-1136 (but specifically excluding any provisions included therein relating to eminent domain) and resulting solely from actions relating to the Rezoning. Owner acknowledges and agrees that any stipulations imposed by the City Council as part of the Rezoning Ordinance will not result in a reduction of the fair market value of the Property as defined in ARIZ. REV. STAT. § 12-1136. The Owner acknowledges that additional stipulations may be imposed by the City Council, in its sole discretion, prior to approval of the Rezoning. Owner agrees and understands that its waiver of claims as set forth in this Waiver shall be deemed to extend to cover any changes to the Rezoning Ordinance and all stipulations to the Rezoning Ordinance approved by the City Council unless, not later than three business days following such City Council approval, Owner notifies the City, in writing, of its disagreement with such stipulation(s). In the event that Owner timely notifies the City of such disagreement, Owner shall not be deemed to have waived claims with respect to only the stipulations imposed or revised by the City Council prior to approval of the Rezoning Ordinance; provided, however, that if Owner does not submit a separate waiver of such claims, in a form acceptable to the City, prior to close of business on the fifth business day following approval of the Rezoning Ordinance, then the City may, after proper notice and hearing, rescind the Rezoning Ordinance, and if rescinded by the City Council acting in its sole discretion, this Waiver shall act as a bar to a claim for diminished value based upon the rescinded Rezoning Ordinance. The foregoing waiver of claims shall be of no further force and effect with respect to the Rezoning in the event the City Council disapproves the Rezoning Ordinance,

except that it shall serve as a bar to a claim for diminished value based upon denial of the Rezoning Ordinance.

2. Entire Agreement; Modification. This Waiver, any exhibits attached hereto and any addenda, collectively constitute the entire understanding and agreement of the Owner and the City and shall supersede all prior agreements or understandings between the Owner and City regarding waiver of claims pursuant to ARIZ. REV. STAT. § 12-1134 *et seq.* relating to the Rezoning. This Waiver may not be modified or amended except by written agreement by the Owner and City.

3. Applicable Law; Venue. This Waiver is entered into in Arizona and will be construed and interpreted under the laws of the State of Arizona. Any suit pertaining to this Waiver may be brought only in courts in Maricopa County, Arizona.

4. Conflict of Interest. This Waiver is subject to the cancellation provisions of ARIZ. REV. STAT. § 38-511.

5. Recording; Waiver Runs With Land. Within 10 days after the execution of this Waiver, the City Clerk shall file the Waiver in the Official Records of the County Recorder's Office, Maricopa County, Arizona, but a failure to timely do so shall not invalidate this Waiver. This Waiver runs with the land and is binding upon all present and future owners of the above-referenced Property.

6. Owner Authority. The Owner warrants and represents that it is the owner of all right, title and interest to the Property, and that no other person has an ownership interest in the Property. The person(s) who sign on behalf of Owner personally warrant and guarantee to the City they have the legal power to bind the Owner to this Waiver.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date and year first set forth above.

“Owner”

AVONDALE CAPITAL, LLC,
an Arizona limited liability limited company

By: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On Sept 17, 2020, before me personally appeared Ranjit Singh, the Manager of Avondale Capital, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the company.

Notary Public

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

