



City of Avondale

City Council Online Meeting

Monday, February 1, 2021

Mayor and Council

Kenneth Weise, Mayor

Veronica Malone, Vice Mayor

Tina Conde, Council Member | Pat Dennis, Council Member

Bryan Kilgore, 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>

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City Council Online Meeting
Notice & Agenda
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WORK SESSION

6:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. COMMUNITY DEVELOPMENT BLOCK GRANT - CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING

City Council will receive an update from staff on the Community Development Block Grant (CDBG) CARES Act funding and provide input on community needs. This item is for discussion only.

3. ADJOURNMENT

Request to Speak: Anyone wishing to address the Council regarding items listed on the agenda or under unscheduled public appearance should email a Request to Speak 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. RECOGNITION ITEMS

a. PROCLAMATION HONORING DETENTION OFFICER JAMES PLYMESSER

City Council will present a proclamation honoring Detention Officer James Plymesser on the occasion of his retirement after seventeen years of dedicated service to the Avondale community. This item is for discussion only.

4. 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 December 14, 2020 City Council Budget Retreat Meeting Minutes. The Council will take the appropriate action.

b. RESOLUTION NO. 1007-0221- APPROVAL OF 2020-2021 HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY

City Council will consider a request to adopt Resolution 1007-0221, authorizing an Intergovernmental Agreement with Maricopa County to allow the City to receive an allocation of Federal funding under the HOME Investment Partnership Program in the amount of \$206,370 for the 2020-2021 fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. COST PARTICIPATION AGREEMENT WITH THE ROOSEVELT IRRIGATION DISTRICT FOR NORTH AVONDALE WATER SUPPLY PROJECT

City Council will consider a request to: (a) approve a Cost Participation Agreement with Roosevelt Irrigation District for post design services associated with the North Avondale Water Supply Project in an amount not to exceed \$11,559.35; (b) authorize an appropriations transfer; and (c) authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. ORDINANCE 2008-0221- SALT RIVER PROJECT (SRP) CONSTRUCTION CONTRACT & EASEMENT FOR NORTH AVONDALE WATER SUPPLY PROJECT

City Council will consider a request to adopt Ordinance 2008-0221 for a Construction Contract and dedication of a power distribution easement with the Salt River Project (SRP) for SRP to operate, construct and maintain electrical facilities within Avondale right-of-way and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5. REGULAR AGENDA

a. PUBLIC HEARING AND RESOLUTION 1008-0221 - MINOR GENERAL PLAN LAND USE MAP AMENDMENT FOR NIRVANA AT HARBOR SHORES – APPLICATION PL-20-0194

City Council will hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of property owner Mr. Sharat Kanaka, Nirvana at Harborshores, LLC, to adopt Resolution 1008-0221, approving a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Nirvana at Harbor Shores, a proposed 172-unit multi-family residential apartment development located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard. The proposed Minor General Plan Amendment, if approved, will amend the land use designation of approximately 7.80 gross acres, inclusive of the 7.00-acre property and full width of the adjacent Harbor Shores Boulevard right-of-way, from Local Commercial (LC) to High Density Residential (HDR). The HDR designation allows for development of patio homes, apartments, condominiums, or townhomes with a density ranging between 12 and 30 dwelling units per acre. A request to rezone the property to Nirvana at Harbor Shores Planned Area Development (PAD) to allow for development in conformance with the HDR designation will be considered separately. The Council will take appropriate action.

b. PUBLIC HEARING AND ORDINANCE 2009-0221 - REZONING FROM MCDOWELL AND 107TH AVENUE PLANNED AREA DEVELOPMENT (PAD) TO NIRVANA AT HARBOR SHORES PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-20-0199

City Council will hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of property owner Mr. Sharat Kanaka, Nirvana at Harborshores, LLC, to adopt Ordinance 2009-0221, to rezone approximately 7.40 gross acres of land located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard from McDowell and 107th Avenue PAD to Nirvana at Harbor Shores PAD. The proposed Nirvana at Harbor Shores PAD would allow for development of the site with a contemporary 172-unit multi-family residential apartment community at a density of 24.6 units per acre. The rezoning request applies to 7.40 gross acres inclusive of the 7-acre subject property and the half-width of the adjacent Harbor Shores Boulevard right-of-way. A request to change the General Plan 2030 Land Use Map designation of the property from Local Commercial to High Density Residential to allow residential development at the proposed density will be considered separately. The Council will take appropriate action.

c. ALAMAR PHASE 4 – PRELIMINARY PLAT – APPLICATION PL-20-0216

City Council will consider a request by Mr. Frank Koo, Wood, Patel & Associates, Inc., for approval of a Preliminary Plat for Alamar Phase 4, a proposed 486-lot single-family residential subdivision on approximately 161.17 gross acres located at the southwest corner of the planned El Mirage Road realignment and the planned Alamar Boulevard alignment. The Council will take appropriate action.

d. ROOSEVELT PARK PHASE 3 – PRELIMINARY PLAT – APPLICATION PL-20-0168

City Council will consider a request by Mr. Joe Petrucci, EPS Group, Inc., for approval of a Preliminary Plat for Roosevelt Park Phase 3, a proposed 135-lot single-family subdivision on 29.66 gross acres approximately 1,300 feet north of the northeast corner of Van Buren Street and 111th Avenue, on the east side of 111th Avenue. The Council will take appropriate action.

6. 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: Community Development Block Grant - Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Chris Lopez, Director of Neighborhood & Family Services, (623) 333-2711

THROUGH: Cherlene Penilla, Deputy City Manager, (623) 333-2214

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

PURPOSE:

City Council will receive an update from staff on the Community Development Block Grant (CDBG) CARES Act funding and provide input on community needs. This item is for discussion only.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) allocated \$426,811 in CDBG-CV (CARES Act) funds to the City of Avondale for fiscal year 2021 in the first round of CARES Act funding. To be eligible to receive funds, the City of Avondale was required to complete a five-year Consolidated Plan, an Annual Action Plan, and an Analysis of Impediments to Fair Housing Choice. These were completed and approved by the City Council on May 5, 2020 and these plans have since been approved by HUD. HUD's second round of CARES Act funding was not provided to units of local government, but instead to states only. In the third round of CARES Act funding allocations, HUD allocated an additional \$606,152 to the City of Avondale for fiscal year 2021. In order to be eligible to receive these funds, the City of Avondale must complete a substantial amendment to the 2020 Annual Action Plan.

DISCUSSION:

The CARES Act funding is required to be used for eligible CDBG activities in response to the coronavirus pandemic. At the time of preparation of the Consolidated and Annual Action Plans, staff estimated that existing activities in the plans could accommodate these funds and would support residents and business alike with eviction prevention. Since that time, staff has identified additional needs in the community that could be met with these grant funds to prevent, prepare for, and respond to coronavirus.

CDBG grantees are expected to carry out activities that primarily benefit low-and moderate-income persons (with at least 70 percent of the funding) or meet an urgent need related to coronavirus:

- Grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.
- Expenditures must be necessarily incurred due to the public health emergency with respect to coronavirus.

- CDBG grantees should be very careful to not provide the same benefit that other funding sources might provide, including funding from Federal Emergency Management Agency (FEMA) for Public Assistance and Individual Assistance, HUD's Emergency Solutions Grants program for the homeless and the Small Business Administration (SBA).
- Grant funds must meet a National Objective and must be for activities to prevent, prepare for, and respond to coronavirus.
- Expenditures must not have been accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.

In order to allocate CDBG funds, the City must ensure that:

- The activity is supported by and furthers the goals established in the current Consolidated Plan.
- The activity is specifically identified and assigned funding in the Annual Action Plan associated with that year's funding.

There are seven goals within the current Consolidated Plan:

1. Preserve and Expand Affordable Housing Inventory
2. Fund Necessary Public Infrastructure and Facilities
3. Support Vital Community Services
4. Encourage Business Development and Growth
5. Promote Fair Housing in Avondale
6. Support Efforts to Prevent Homelessness
7. Reduce Residential Lead-Based Hazards

Staff has identified the following new activities that are within the existing goals:

- School Hotspot Program (Goal 3) - This program would involve a partnership with local schools who would determine families in need of a hotspot to access virtual schooling. This would include hardware, warranty, and service for a one-year period.
- Temporary Shelter (Goal 6) - This program would provide for temporary shelter for homeless individuals made necessary by coronavirus. This may include quarantine due to COVID testing, diagnosis or other related temporary shelter needs to prevent the spread of the coronavirus. The shelter would be coordinated with homeless service providers.

The recommended Substantial Amendment to the 2020-2021 Annual Action Plan will modify the City's Activities for that year to the following:

Activity Name	Total Funding Allocation	Funding Source(s)	Amounts
Housing Rehabilitation Program	\$325,850	CDBG HOME	\$270,000 \$55,850
Avondale First Time Homebuyer Program	\$245,065	HOME HOME Local Match	\$193,472 \$51,593
Public Infrastructure Improvements	\$150,000	CDBG	\$150,000
AviTEMP/Tuition Assistance Program for Youth	\$47,000	CDBG	\$47,000

NEW: School Hotspot Program	\$100,000	CDBG-CV	\$110,000
Small Business Assistance	\$462,000	CDBG	\$47,000
		CDBG-CV	\$415,000
Homelessness Outreach	\$399,932	CDBG	\$54,932
		CDBG-CV	\$345,000
NEW: Temporary Shelter	\$85,000	CDBG-CV	\$85,000
Fair Housing	\$500	CDBG	\$500
Administration	\$218,108	CDBG	\$145,108
		CDBG-CV	\$73,000

BUDGET IMPACT:

The HOME program requires a 25% match of \$51,593. These funds were adopted in the 2021 budget. CDBG funds do not require a match.

RECOMMENDATION:

This item is for information and discussion.

CITY COUNCIL REPORT

SUBJECT: Proclamation Honoring Detention Officer James Plymesser

MEETING DATE: 2/1/2021

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 present a proclamation honoring Detention Officer James Plymesser on the occasion of his retirement after seventeen years of dedicated service to the Avondale community. This item is for discussion only.

BACKGROUND:

Detention Officer James Plymesser answered the call to law enforcement, serving from January 5, 2004 to December 27, 2020. Mr. Plymesser has served exclusively as a Detention Officer at the Avondale City Jail.

DISCUSSION:

The City of Avondale hereby wishes to express its sincere gratitude and appreciation to Detention Officer James Plymesser for his seventeen years of dedication to the Valley.

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends City Council present a Proclamation honoring Detention Officer James Plymesser for Seventeen years of dedicated service to the City of Avondale.

City of Avondale *Proclamation*

Proclamation Honoring Detention Officer James Plymesser

February 1, 2021

A proclamation of the council of the City of Avondale, Arizona, honoring Detention Officer James Plymesser for his seventeen years of leadership and dedicated service to the Avondale community.

WHEREAS, Detention Officer James Plymesser answered the call to law enforcement, serving from January 5, 2004 to December 27, 2020.

WHEREAS, he has served exclusively as a Detention Officer at the Avondale City Jail and,

WHEREAS, fellow employees have embraced Detention Officer James Plymesser as a friend, and

WHEREAS, Detention Officer James Plymesser has demonstrated integrity and professionalism to all customers and has faithfully served the City during periods of transition and growth; and

WHEREAS, Detention Officer James Plymesser supported the men and women of the Avondale Police Department by processing their prisoners, and booking many of them at the Maricopa County Main Jail

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale hereby wishes to express its sincere gratitude and appreciation to Detention Officer James Plymesser for his seventeen years of dedication to the Valley.

Mayor

ATTEST:

City Clerk

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 2/1/2021

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Deputy City Manager, 623-333-1015

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

PURPOSE:

City Council will consider a request to approve the December 14, 2020 City Council Budget Retreat 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 December 14, 2020 City Council Budget Retreat Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
December 14, 2020

A **Budget Retreat** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 4:01 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.

**Council Member Malone joined the meeting at 4:06 p.m.*

Members Absent: None.

Other Municipal Officials Present: Charles 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; Kirk Beaty, Public Works Director; Jessica Blazina, Intergovernmental Affairs Administrator; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; Craig Jennings, Judge; Bryan Hughes, Parks and Recreation Director; Chris Lopez, Neighborhood and Family Services Director; Callie McGraw, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Police Chief; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: No members of the public were present.

1. ROLL CALL BY THE CITY CLERK

New Public Works Director, Kirk Beaty, was introduced to City Council.

2. COUNCIL BUDGET DISCUSSION

City Council discussed the fiscal year 2021-2022 budget process, preliminary department budget needs, and City Council goals for the budget process.

Lindsey Duncan, Finance and Budget Director, reviewed the budget calendar. In January 2021, staff will be reviewing and further refining requests. During Council meetings in February and March of 2021, staff will utilize Council feedback to produce the City Manager's recommended budget, which will be published and presented in April. The typical calendar reflects a May tentative budget adoption with final adoption in June. The City is currently working on implementing new financial software. This year, departments have been asked to produce an asset replacement program that will be submitted as a single CIP project. Staff have been asked to collect 5-to 10-year worth of projections of

detailed line items for assets. The presentation to Council consists of highlights of critical needs for asset replacement. This is not a comprehensive list and the process will continue in December and January.

Ms. Duncan provided an update on the local and national economy. The Consumer Price Index is at a zero percent while comparing October of this year to October of last year. The annual rate is approximately 1.2 percent which is up from 1.9 percent the prior year with a target level of 2 percent. The unemployment rate has fallen to 6.7 percent, after reaching highs in the 15 percent range. There has been significant recovery of jobs lost at the beginning of the pandemic. Arizona's unemployment rate remains slightly higher; however, Arizona tends to recover more quickly than most other states. Single family residential housing permits for Arizona are up with continued interest in home buying.

For General Fund revenues, local sales tax remains strong, with growth of approximately 14 percent. This is generally in the categories of retail sales tax and automobiles. Restaurants and bars have flattened out but remain up by approximately 1 percent. There are declines in utilities, the entertainment sector, and commercial property rental sales taxes are down. Property tax and other taxes are down due to timing and decreases in utility franchise fees. Overall, intergovernmental revenues representing the state shared sales tax and income tax are up. The City will not see the effects on income tax from COVID until two years from now and will be monitored in the five-year forecast. License permits and charges for services are slightly down, mostly due to timing. Permitting is up, but this is offset by decreases in charges for services such as passport and recreation revenue. Overall, there is a positive picture, with the City up 6.2 percent over the prior year which is well in line with expectations. For the five-year forecast, the City is in a positive position about ongoing sources versus ongoing uses.

Mayor Weise asked for clarification on the timing issue in relation to dips in revenue for some line items. Ms. Duncan stated that for franchise fees, this is a matter of timing. In looking at the revenue forecast, it is expected that property taxes and franchise fees will be even with the original expectation. The charges for services area will likely be up. The permit increases should offset the decreases in both recreation and passport revenue; however, it is too soon to say what the final number will be.

Mr. Montoya clarified that this meeting would provide an overview of budget supplements submitted by departments. He also explained the regular budget has not changed and there have been no modifications to salary, benefit, or necessary contract increases to maintain current level of services. These presentations only include new program items. In February or March of 2021, staff will bring the entire budget by line item.

POLICE DEPARTMENT

Dale Nannenga, Chief of Police, presented the preliminary budget supplements for the Police Department.

Vice Mayor Dennis referenced the increase for the Glendale Regional Public Safety Training Center (GRPSTC) with an ongoing cost of \$20,000 and asked about the actual increase. Chief Nannenga clarified that the \$20,000 represents the Department's 3.9 percent share.

Vice Mayor Dennis inquired as to the total number of dispatchers. Chief Nannenga said he believes there are a total of nine, including working supervisors who answer the phone and assist in dispatching. Vice Mayor Dennis asked about the ratio of dispatchers to officers. Chief Nannenga said he is unaware of a ratio industry standard for number of dispatchers per officer. There is minimum staffing of three dispatchers per shift. There are also part-time dispatchers who come on during busy times, but this does not factor in relief or vacation. There is significant overtime in this area to cover staff shortages and the position would help this deficit as well. Vice Mayor Dennis questioned whether the addition of a dispatcher will reduce the caseload overall. Chair Nannenga stated that this involves monitoring how the City grows over the next year or two. It may be that over the next several years, they will have to make further additions. It is difficult to hire dispatchers, as it is a demanding career. The City currently has two vacancies.

Council Member Malone asked whether the Department has enough space or anticipates growing out of the dispatcher communications area. Chair Nannenga stated that a recent study group looked at the area for potential expansion needs. There is currently enough space for the next several years. Council Member Malone asked Mr. Montoya whether this should be included as a CIP in the next several years. Mr. Montoya said there is potential for this; however, overflow capacity in the Emergency Operations Center is available if it is needed. The expansion of the police department is currently underway. It would be best to complete the buildout before assessing additional needs. If necessary, the expansion to the dispatch area could be placed in the capital budget by midyear.

FIRE & MEDICAL DEPARTMENT

Dale Nannenga, Chief of Police, presented the preliminary budget supplements for the Fire and Medical Department.

In response to a question from Council Member Pineda about additions to the fleet, Mr. Montoya stated that the City consistently reviews at least five-years out and staff is required to maintain records of costs for each vehicle. Any identified needs are typically placed in the budget at least three years prior.

Council Member Nielson referenced the federal monies available for the new firehouse. He asked what will happen if by the time it gets built, the materials have escalated in price beyond the available funding. Mr. Montoya stated that the City is in the process of getting to a guaranteed maximum price (GMP) agreement on the fire station. There is a federal grant to hire 14 firefighters, who are fully funded over three years with the exception of the additional pay for a captain and engineer. There is also grant money for the build of the fire station at approximately \$10.1 million and preliminary design is in progress. The

GMP should not exceed \$8 million even with any escalation in cost. A contingency will be set aside to allow the budget to adapt, if necessary.

Vice Mayor Dennis asked whether the City has the \$750,000 available for the new engine or if this is included in the grant. Mr. Montoya stated that the City does not anticipate purchase of another engine at this time. Based on the outside study done earlier this year, the department is looking to relocate some equipment, including the ladder truck, to the new fire station. Other equipment will also be reallocated. With the reallocation of equipment, there will be a request in the next couple of years to purchase another engine. Vice Mayor Dennis expressed concern that the ladder truck is being used as the primary vehicle for medical situations. Mr. Montoya stated that additional positions are being added so that there is a two-runner truck for medical calls.

Mayor Weise commented that the aged cardiac monitors are a significant concern. He inquired about acquiring the new equipment sooner than the projected timeline of six or seven months. Mr. Montoya stated that even if the order is placed now, it will still take six to eight months for delivery. At Council's direction, staff can work on this ahead of time to potentially place the order in January, prior to finalization of the budget.

Council Member Nielson suggested that this equipment be placed on the list of items that is continually monitored for replacement needs. Mr. Montoya clarified that some of the items are monitored based on the amount of use. The asset list will dictate criteria between three and five years, with amount of use recognized.

MUNICIPAL COURT

Craig Jennings, Judge, presented the preliminary budget supplements for the Municipal Court.

Mr. Montoya clarified that the lobby expansion budget should be approximately \$100,000, as the work includes both design and engineering.

Vice Mayor Dennis asked for clarification if the security officer would be under the supervision of the Police Department or Municipal Court. Judge Jennings stated that the security officer will be part of the municipal security team, assigned to the Municipal Court. This full-time position would replace the current half-time position.

NEIGHBORHOOD & FAMILY SERVICES DEPARTMENT

Chris Lopez, Director of Neighborhood and Family Services, presented the preliminary budget supplements for the Neighborhood and Family Services Department.

Council Member Nielson asked whether the \$15,000 meal funding request is adequate for a one-year period. Mr. Lopez stated that the amount is based on data from AAA and other City partners and they are confident in the estimate. Currently, there is \$87,000 in the food budget and this would be an appropriate request for the increased demand. Council Member Nielson asked whether there are additional needs for the new Care1st

center. Mr. Lopez said he is confident that all needs have been addressed and explained that the building is nearly complete. They have staffing and equipment to provide top quality services.

Vice Mayor Dennis asked whether the intake system will also be used for the senior center. Mr. Lopez confirmed this understanding, noting that the system will have barcode scanners and be used for all divisions. The system allows for tracking of individual programs. It will also assist with production of reports for grant funders and for internal purposes. Ideally, the goal would be to issue seniors a membership card with a barcode. The card would be utilized in a self-service mode and can be used to track attendance.

In response to a question from Vice Mayor Dennis on the design of the Civic Center library improvements, Mr. Lopez stated that staff have consulted with experts and worked with architects to analyze the space. Key items have been priorities for incorporation into the plan. Vice Mayor Dennis requested that Council be provided additional detail as to the layout plans.

Vice Mayor Dennis asked whether the budget allotted last year for the homebuyer program has been fully expended. Mr. Lopez described it as a dynamic program with the housing market being the determining factor on utilization. Last year, there were a flurry of homebuyers at the end of the fiscal year. The majority, if not all funds, were expended. This year the housing market is a little different as prices have skyrocketed. To date, they have not had anyone take advantage of the program. This is submitted as one-time requests, so that the funds are reabsorbed.

PARKS & RECREATION

Bryan Hughes, Parks and Recreation Director, presented the preliminary budget supplements for the Parks and Recreation Department.

Council Member Nielson commented on his recent trip to the Alamar Housing Development, he expressed the need to staff the Alamar Community Park from day one.

Vice Mayor Dennis inquired as to the funding source for the \$1.2 million for the Civic Center Space project. Mr. Montoya stated that this is a one-time cost out of the General Fund. Vice Mayor Dennis said she is not excited to expend this amount of money for this project as she would rather see improvements at other park locations. As an alternative, the funds could be considered in terms of needed resources for homeless programs. Mr. Montoya said this project was presented for Council feedback. Vice Mayor Dennis suggested a focus on keeping current facilities in top shape rather than expending funds for this type of project at this time.

Council Member Malone concurred with Vice Mayor Dennis. She would like to see a reinvestment in Old Town, Cashion and Las Ligas. In terms of holiday lighting, she would like to see lighting on Western Avenue.

Mayor Weise commented that the east side of Civic Center Library has great views; however, he concurs that the funds should be spent to improve other City facilities. Perhaps a smaller budget enhancement could take place at the Civic Center site. He loved the idea of expanding Friendship Park. Landscaping request for proposals should include maintenance on the outside of City Hall and other buildings. He would also like to see lights come back to Western Avenue.

ECONOMIC DEVELOPMENT

Ken Chapa, Economic Development Services Director, presented the preliminary budget supplements for the Economic Development Services Department.

Council Member Kilgore inquired on the \$50,000 Economic Diversification Initiatives item. Mr. Chapa stated that due to the pandemic, the entire landscape for conducting business has changed. The funds will be used to invest in education programs and web tools to service local small businesses. Council Member Kilgore stated this initiative sounded good and was something he echoed previously, the need to diversify. He inquired if the \$50,000 would be enough. Mr. Chapa explained, with the other programs available, the requested amount should be enough to support the initiatives on this front but is willing to reexamine the amount, if it is desired by Council. Council Member Kilgore spoke on the importance of looking for ways to be innovative and current with the times.

Council Member Malone inquired what will be included in the Akos Phase II Economic Development Agreement item. Mr. Chapa stated that it will likely be a nursing facility on the top floor and an intake facility on the bottom floor. In response to a question from Council Member Malone, Mr. Montoya stated that having it be a substance abuse treatment facility was not an appropriate use for the space and that it will instead be used for nursing care. Council Member Malone commended staff for their social media presence and thanked staff for all their hard work.

Vice Mayor Dennis asked whether these type of economic opportunity funds have ever been provided to other nursing facilities in the City. Mr. Montoya said that has not occurred since he has been with the City. Vice Mayor Dennis stated that this would not be one of her top choices for application of the funding resources. Mr. Montoya said that Council will be continually updated as the plans become more concrete moving forward.

Mayor Weise referenced the destination manager budget and stated that he would like the City to partner with Visit Phoenix. Visit Phoenix does a great job of promoting the racetrack and the West Valley. They are less expensive than most organizations of similar size. Mr. Montoya stated staff have been working with Visit Phoenix on current projects. Mayor Weise added that Visit Phoenix helps organize trips and travel agent shows.

DEVELOPMENT & ENGINEERING SERVICES

Kevin Murphy, Development and Engineering Services Director, presented the preliminary budget supplements for the Development and Engineering Services Department.

Council Member Nielson cited the truck cost of \$37,000 and inquired as to the potential for an electric vehicle. Council Member Nielson questioned the effectiveness of the message boards on the side of the street, as they are viewed by a limited number of people and opinioned that there are more effective modes of communication. Mr. Montoya stated that there is no other way to communicate to the general public for temporary notifications such as NASCAR or special events. Mr. Murphy stated that they are mostly used for important traffic notifications. Council Member Nielson shared appreciation on the funding for the roundabout; however, he noted that for construction, they will need to look at traffic patterns and acquiring the necessary land.

In response to a question from Council Member Malone, Mr. Montoya stated that the signage coming in from Goodyear on Western has not been changed. Council Member Malone said she would like to see the signage upgraded in this area.

Vice Mayor Dennis asked for confirmation that the EV charging stations will be located on City property. Mr. Montoya confirmed that in the beginning, this will be the case. For all new facilities coming online, the goal is to get one or two charging stations and staff is looking at placing them in other areas of the City as well. Vice Mayor Dennis suggested that staff work with existing grocery stores and other business in terms of facilitating installation. Mr. Montoya said there will be challenges with many of these businesses with not having the appropriate wattage available within their electrical lines.

Vice Mayor Dennis referred to the Old Town entry feature and lighting, noting that the arch entry into the City was in the budget years ago at \$250,000 and eventually was removed from the budget for lack of an agreement. She expressed concern that it would once again fade away from prioritization. Mr. Montoya concurred, noting that aside from a lack of total agreement, the actual amount was also approximately twice what was originally budgeted. Moving forward, more accurate costs and design will be brought to Council.

Vice Mayor Dennis referenced the request for \$100,000 for the Traffic Study for Western Avenue and Dysart Road Roundabout and inquired if this will be enough to also include Western Avenue and Central Avenue. Mr. Montoya explained a traffic study was already completed in the area of Western Avenue and Dysart Road so this item will include an update to the current study. The Western Avenue and Dysart Road area traffic study can be added as directed by Council.

Mayor Weise asked staff to bring information regarding a plan to revitalize the area at Western Avenue and Central Avenue.

Vice Mayor Dennis asked for clarification on the ownership of the bus shelters for the Bus Shelter Repair/Maintenance item. Mr. Murphy stated that the budget item involves replacement of existing bus shelters. Mr. Montoya added that most of the bus shelters are owned by the City, but the maintenance is contracted out.

Council Member Kilgore inquired on the number of bus shelters that are within the City of Avondale. Mr. Murphy stated there are approximately 30 bus shelters in the City. Council Member Kilgore stated this is a nice investment and he would like to see them enhanced to remain functional yet still aesthetically pleasing. He would like to see them coincide with the City, stating beauty is a necessary element in the community. He would like to see the money used towards a creative design or visibly pleasing design. Mr. Montoya stated that over the last year and half, community members and Council Members have provided similar feedback. There will be a need to become more creative and inventive in developing shelters in the future, especially to prevent them from being used for other purposes. Council Member Kilgore stated he echoes those comments from the past and now. In closing, Council Member Kilgore identified a wayfinding sign at Dysart and McDowell that needs a significant makeover.

Council Member Malone echoed the comments from Vice Mayor Dennis and Council Member Kilgore with respect to the bus shelters. She noted the importance of developing a design to prevent them from being used for other purposes.

Council Member Pineda commented that providing more EV charging stations at sites in the City will encourage people to stop and charge their vehicles while also patronizing businesses in the City. Council Member Pineda echoed Council Member Malone's comments regarding bus shelters, stating it would be wise to have individual seating at bus shelters. Mr. Montoya commented that up until approximately a year ago, there were no EV charging stations in the City. The City took the initiative to start installing them.

Council Member Malone suggested placing signs to list unauthorized uses of the bus shelters. Mr. Montoya confirmed that small signs can be installed at the shelters.

Mayor Weise commented that there are less than a dozen charging companies. ChargePoint will often place a station for free just to collect revenue from the station. Mandating the installation of stations for future development is something Council should consider. He expressed the importance of being open with the community with respect to the Thomas Road Bridge project. He noted there are citizens in favor of the bridge for the ease of traffic, but he recognizes how it will impact the current lifestyles of the residents of Rancho Santa Fe. Vice Mayor Dennis stated the City has been active to making the residents aware of the project. Mr. Montoya stated that the design study is necessary as McDowell Road will become busier and there is no way to expand it. It is better to strategize and be ahead of the curve if later in the future the City is mandated to address issues. Mayor Weise stressed the need for education efforts to the public over the next couple of years regarding the need for the Thomas Road Bridge and the related issues.

PUBLIC WORKS DEPARTMENT

Cindy Blackmore, Assistant Public Works Director, presented the preliminary budget supplements for the Public Works Department. Mayor Weise thanked Ms. Blackmore for her service to the City of Avondale. Ms. Blackmore commented on her time at the City and gave a brief overview of her future plans.

Vice Mayor Dennis congratulated Ms. Blackmore. Vice Mayor Dennis asked about a timeline for keeping up with curbside and bulk operator services in the future. Ms. Blackmore said this depends on the consistency of growth. It is likely that another route will need to be added in two to three years. Vice Mayor Dennis inquired whether the City has completed its five-year water increase schedule to customers. Ms. Blackmore stated staff are in the process of completing a new water and sewer rate study which will be coming forward to Council in the next few months. Vice Mayor Dennis agreed that they should update the evaluation of enterprise funds, especially considering the huge expansion in the south. She inquired if money is included in the \$170,000 Mountain View Park Tank Abandonment item to renovate the land. Ms. Blackmore stated the \$170,000 includes only the removal of the tank and the clearing of the site.

Council Member Kilgore congratulated Ms. Blackmore, stating she will be missed. He shared a past memory of a tour of the various water facilities that Ms. Blackmore hosted. Council Member Kilgore expressed his appreciation for the work that is being done on the sidewalks and asked if the \$10,000 budget for landscape fees and street materials is adequate. Ms. Blackmore clarified that the \$10,000 is the best estimate and represents an increase in the budget for the workload that staff could handle, which will be reevaluated each year. Council Member Kilgore inquired on the current budgeted amount. Ms. Blackmore stated she did not have that number but could provide it at a later time. Council Member Kilgore stressed the importance of having enough funds for streets and sidewalks as these are items that are often identified by residents.

Council Member Malone congratulated Ms. Blackmore and shared well wishes.

CITY CLERK'S OFFICE

Marcella Carrillo, City Clerk, presented the preliminary budget supplements for the City Clerk's Office.

CITY ATTORNEY'S OFFICE

Nicholle Harris, City Attorney, presented the preliminary budget supplements for the City Attorney's Office.

In response to a question from Vice Mayor Dennis, Ms. Harris quoted the total cost for outside counsel at \$375,000. Vice Mayor Dennis suggested the possibility of bringing another lawyer into City staff to manage some of the cases internally in the future.

MARKETING & PUBLIC RELATIONS DEPARTMENT

Pier Simeri, Marketing and Public Relations Director, presented the preliminary budget supplements for the Marketing and Public Relations Department.

Council Member Nielson suggested paring down the number of informational flyers in Alamar to a one-page document that is concise and provides the necessary marketing information. Ms. Simeri said this can be done using current marketing materials.

Council Member Kilgore thanked Ms. Simeri for the presentation and for the request to add an additional graphic designer.

Mayor Weise addressed the proposed new personnel to front the conference center. The candidate should have the ability to be trained to build group resumes in terms of booking rooms and following up on questions.

Council Member Malone commended the department in employing so many methods of outreach to the community, including the use of Channel 11 and the banners on Avondale Boulevard.

Note from the City Clerk: City Council took a recess at 6:45 p.m. and reconvened the meeting at 6:30 p.m.

FINANCE & BUDGET DEPARTMENT

Lindsey Duncan, Finance and Budget Director, presented the preliminary budget supplements for the Finance and Budget Department.

Vice Mayor Dennis inquired as to the payroll processing system, noting that it was once done in-house and subsequently outsourced. Ms. Duncan stated that an outside company has been providing the services for five to seven years. Bringing it inhouse will provide more timely access to make changes in the system. The outside service is not as responsive and reactive in comparison to inhouse software. Mr. Montoya added that as staffing increases and modifications are required, the costs continue to rise. He confirmed that the cost includes a full-time employee.

Ms. Duncan elaborated on Vice Mayor Dennis's earlier questions about the timeline for rate studies for utility increases. Rate increases for water are programmed through Fiscal Year 2023. The rate increase was 2 percent per year for Fiscal years '21, '22 and '23. The sewer increases were 6 percent in Fiscal Year '18 and '19 and zero since then.

Council Member Malone asked if the integration of systems means that the system will be housed in a cloud or will exist inhouse with a physical server. Mr. Scheetz said this is yet to be determined and will be based on the need's assessment and RFP. There is capacity inhouse for additional servers. They do have a fully virtualized environment,

meaning that they do not necessarily add hardware each time they bring on a new piece of software. In response to a question from Council Member Malone, staff would likely be the one to work on such a system. In response to a question from Council Member Malone regarding security, Mr. Scheetz stated that the City has an annual security audit from an outside group.

INFORMATION TECHNOLOGY DEPARTMENT

Jeffrey Scheetz, Chief Information Officer, presented the preliminary budget supplements for the Information and Technology Department.

In response to a question from Vice Mayor Dennis, Mr. Scheetz stated that there are currently three GIS employees throughout the City. One is dedicated to water within Public Works, two serve the remaining departments, and the new position would be focused on Development and Engineering Services.

Vice Mayor Dennis noted that the Wi-Fi is mostly available in the southern portion of the City. She asked about the possibility to partner with HOAs or other entities to provide more service in the northern part of the City. Mr. Scheetz said they are happy to explore those possibilities; however, Wi-Fi has been incorporated in conjunction with park upgrades and remodels. Mr. Montoya noted that staff have been adding Wi-Fi within public service areas such as the parks and library to ensure public funds are being spent for public benefit. He noted staff can reach out to the HOAs in the future. Vice Mayor Dennis reiterated the fact that the northern part of the City is lacking this service due to the absence of City-owned parks.

Council Member Malone referenced GPS software for vehicles and asked if this includes all vehicles, including fire and police. Mr. Scheetz said the GPS software is currently on approximately 100 vehicles, covering a majority of fleet vehicles. Police have their own GPS system that integrates within their computer aided dispatch software. Council Member Malone asked if the software would be expanded to additional vehicles. Mr. Montoya stated that the effort is to ensure that all City-owned vehicles have the GPS software. The current software is archaic, it takes a great deal of effort to utilize, and it does not provide real-time data. Council Member Malone noted her experience with the Zonar system and encouraged staff to explore the purchase of various modules or a meeting with a consultant to review the various modules as it provides a robust reporting feature. Council Member Malone inquired of the number of vehicles that are lacking the GPS software. Mr. Scheetz explained he does not have those figures at this time, but he can provide that information at a later time. Mr. Montoya explained this process was introduced about eight months ago where they began with vehicles in Public Works and the Parks and Recreation departments. He explained staff will add the software to all vehicles in addition to the Police and Fire departments.

HUMAN RESOURCES DEPARTMENT

Callie McGraw, Interim Human Resource Director, presented the preliminary budget supplements for the Human Resources Department.

CITY ADMINISTRATION

Marshall Pimentel, Management Analyst, presented the preliminary budget supplements for the City Administration Department.

Mayor Weise said he was glad to see the addition of the new Facilities department. Having facilities be its own department will help to free up time and streamline processes. He is excited to see the hiring of an employee with a great holistic understanding of all the skills required.

GENERAL DISCUSSION

Mr. Montoya stated that over the next couple of months, staff will begin to work on base numbers for potential increases on contracts or benefits. The budget will come back before Council in March, where they will be looking at departments and line items all together. Staff will also follow up on the questions asked by Council.

Council Member Nielson thanked staff for their hard work in providing all the budget information.

Mayor Weise echoed the comments by Council Member Nielson. Even with the great difficulties this year has brought, it is quite encouraging that the City is in better shape than they had hoped for.

Vice Mayor Dennis commended the City leadership for its response to community needs.

3. ADJOURNMENT

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

Meeting adjourned at 7:05 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Budget Retreat of the Council of the City of Avondale held on the 14th day of December 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: Resolution No. 1007-0221- Approval of 2020-2021 HOME Consortium Intergovernmental Agreement with Maricopa County

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Chris Lopez, Neighborhood & Family Services Director, (623) 333-2711

THROUGH: Cherlene Penilla, Deputy City Manager, (623) 333-2214

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

PURPOSE:

City Council will consider a request to adopt Resolution 1007-0221, authorizing an Intergovernmental Agreement with Maricopa County to allow the City to receive an allocation of Federal funding under the HOME Investment Partnership Program in the amount of \$206,370 for the 2020-2021 fiscal year and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

In May, 2005 the City Council adopted Resolution 2485-05 which allowed the City to enter into the Maricopa HOME Consortium Intergovernmental Agreement with Maricopa County and other municipalities in the Valley. The agreement resulted in the City becoming a member of the Maricopa HOME Consortium, and entitles the City to a portion of the Consortium's annual allocation of HOME funds from the US Department of Housing and Urban Development (HUD). The City approved the original agreement, which secured the City's membership in the Consortium. In February 2020, the City adopted Resolution 1009-0220 to continue the City's membership in the HOME Consortium. In addition to the Maricopa HOME Consortium Intergovernmental Agreement for consortium membership, an Intergovernmental Agreement (IGA) is required for the City to receive its annual share of the total HOME allocation. This IGA identifies HOME funds to be provided and the activities that the City will undertake with these funds.

DISCUSSION:

The IGA includes the City's allocation amount of \$206,370 for FY2021. The terms and conditions of the amendment are consistent with the 2020-2021 Annual Action Plan that City Council approved in May 2020 which was subsequently submitted and approved by HUD.

BUDGET IMPACT:

There is no additional budget impact at this time. The required 25% match and grant appropriations were included in the FY2021 budget.

RECOMMENDATION:

Staff recommends that the City Council adopt the Resolution authorizing approval of Intergovernmental Agreement with Maricopa County to allow the City to receive an allocation of federal funding under the HOME Investment Partnership Act in the amount of \$206,370 for FY2021 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF AVONDALE

Agreement Amount: \$206,370

Agreement Start Date: _____

Agreement Termination Date: September 30, 2024

Agreement Number: _____

CFDA Number: 14.239, HOME Investment Partnerships Program

DUNS Number: 002486884

This Intergovernmental Agreement ("Agreement") is entered between Maricopa County, administered by its Human Services Department ("County"), and the City of Avondale ("City"). The City and the County collectively are referred to in this Agreement as the "Parties" and individually as a "Party."

The County shall provide financial reimbursement in the amount listed above, subject to the terms of this Agreement and the availability of funds. The Agreement Amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

The City for and in consideration of the covenants and conditions set forth in this Agreement shall provide and perform the services set forth in this Agreement. All rights and obligations of the Parties shall be governed by the terms of this Agreement and its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

- Section 1 – General Provisions
- Section 2 – Special Provisions
- Section 3 – Work Statement
- Section 4 – Compensation
- Section 5 – Attachments

Lead Agency: Maricopa County

Representative: Rachel Milne, Assistant Director, Housing and Community Development Division

Phone: 602-372-1528

E-mail : Rachel.Milne@maricopa.gov

Address: 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004

City: Avondale, Arizona

Representative: Marsha Chavez, Housing and Community Development Manager

Phone: (623) 333-2726

E-mail: mchavez@avondaleaz.gov

Address: 995 E. Riley Drive, Avondale, AZ 85323

Notice under this Agreement shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth

above and shall be effective upon receipt if personally delivered and three (3) business days after being placed in the U.S., properly addressed, with sufficient postage, if sent by registered or certified mail. Business days means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties to this Agreement. Nothing in this Agreement shall be construed as consent to any lawsuits, or waiver of any defenses in a lawsuit brought against Maricopa County or the City in any state or federal court.

IN WITNESS, the Parties have signed this Agreement:

APPROVED BY:
MARICOPA COUNTY

APPROVED BY:
City of Avondale

Jack Sellers, Chairman, Board of Supervisors

Charles A. Montoya, City Manager Date

Attested to:

Attested to:

Juanita Garza, Clerk of the Board Date

Marcella Carrillo, City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

Approved as to form:

Deputy County Attorney Date

City Attorney, City of Avondale Date

SECTION 1
GENERAL PROVISIONS



MARICOPA COUNTY HUMAN SERVICES DEPARTMENT

1.0 PURPOSE

The County shall provide the City with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program funds for the provision of HOME activities as identified in Section 3 (Work Statement).

2.0 TERM

The Term of this Agreement shall commence upon the signature of the last signer ("Agreement Start Date") and terminate on the Agreement Termination Date listed on page 1 of this Agreement.

3.0 RENEWAL

This Agreement may be renewed by a written amendment, provided however, that the City is in full compliance with all terms and conditions of this Agreement. Each renewal may not exceed the duration of the previous term. The City shall notify the County in writing of its intent to extend the Agreement term at least ninety (90) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties. All requests for amendment made by the City shall be sent to the County no later than ninety (90) calendar days prior to expiration of the original Agreement term, or any additional terms thereafter.

5.0 TERMINATION

5.1 Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Pursuant to A.R.S. § 38-511, the City may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

- 5.3 Either party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested to the persons at the addresses set forth on page 1 of this Agreement.
- 5.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the City's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 5.5 In accordance with 2 C.F.R. § 200, the County may suspend or terminate this Agreement if the City violates any terms or conditions of this Agreement or if the City fails to maintain a good faith effort to carry out the purpose of this Agreement.
- 5.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

6.0 EFFECT

To the extent that the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

7.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 7.1 **Annual Action Plan** means the annual plan submitted by the County (as the lead agency of the Maricopa HOME Consortium) to HUD, which describes the Consortium's annual program goals.
- 7.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Maricopa County Human Services Department.
- 7.3 **Beneficiary** means a person or household that meets the income requirements of 24 C.F.R. § 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 C.F.R. § 5.612.
- 7.4 **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
- 7.5 **Commitment or Commit to a Specific Local Project** shall have the same meaning as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively.
- 7.6 **County** means Maricopa County.
- 7.7 **Department** means the Maricopa County Human Services Department, Housing and Community Development Division as Lead Agency.
- 7.8 **Director** means the Director of the Maricopa County Human Services Department.
- 7.9 **Division** means the Housing and Community Development Division of the Maricopa County Human Services Department.
- 7.10 **Five-Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the Lead Agency for the Maricopa HOME Consortium.
- 7.11 **HOME** means the HOME Investment Partnerships Program.
- 7.12 **HUD** means U.S. Department of Housing and Urban Development.

- 7.13 **IDIS** means Integrated Disbursement Information Systems. IDIS is a nationwide database that provides HUD with current information regarding HOME activities.
- 7.14 **Lead Agency or Department** means the Maricopa County Human Services Department, Housing and Community Development Division.
- 7.15 **Low-income families** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.
- 7.16 **Minority Business Enterprise (MBE)** means an entity that is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.
- 7.17 **Net Proceeds** means the amount remaining after deducting non-HOME debt and closing costs from the sale of a HOME funded asset, obligation, or loan.
- 7.18 **Performance Bond** means a bond executed to secure fulfillment of the City's obligations under this Agreement.
- 7.19 **Period of Affordability** means for homebuyer and rental projects, the length of time required that HOME-assisted housing must be occupied by income-eligible households. The minimum Period of Affordability is five years for HOME subsidies of less than \$15,000 per unit; ten years for subsidies of \$15,000 to \$40,000; and 15 years for subsidies greater than \$40,000. New construction of rental housing has a Period of Affordability of 20 years and refinancing of rental housing has a minimum Period of Affordability of 15 years.
- 7.20 **Program Income** means gross income received by the City directly generated from the use of HOME funds. For purposes of this Agreement, the gross income from the sale of real property acquired and constructed with HOME funds is considered Program Income. Program Income is subject to the requirements of the HOME regulations.
- 7.21 **Project** means the work activities or functions identified in Section 3 (Work Statement) as described in a legally binding agreement between the City and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured, budgeted and underwriting has been completed and otherwise complies with 24 C.F.R. Part 92.2(2) and 92.2 (A) and (B). For Tenant-Based Rental Assistance, Project means assistance to one or more families through a rental assistance contract.
- 7.22 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 7.23 **Recaptured Proceeds** means the funds from the net proceeds from the HOME investment in homebuyer housing. The Recapture Provisions state that the funds be returned in order to assist other HOME-eligible families. The Recapture provisions are triggered by any transfers of title, either voluntary or involuntary, during the HOME Period of Affordability.
- 7.24 **Subcontract** means any agreement entered into by the City with a third party for professional services for performance of any of the work or provision of any of the services covered by this Agreement.
- 7.25 **Subcontractor** means an entity funded through the City to provide any work or services required by the Work Statement.

- 7.26 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. § 57.0.204(c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 7.27 **Vendor** means an entity funded through the City to provide services required by the Work Statement.
- 7.28 **Very low-income families** means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.
- 7.29 **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.
- 7.30 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

8.0 GENERAL REQUIREMENTS

- 8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 8.2 The City shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and it shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- 8.3 The City is an independent contractor in the performance of work and the provision of services under this Agreement.
- 8.4 The City shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Parties' organization or with which the Parties (or one of their directors, officers, owners, trust certificate holders, or relatives) have a substantial interest, unless the Parties make full written disclosure of the proposed payments to the County and have received written approval for the payments. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

9.0 ACCEPTANCE OF FUNDS

The City hereby agrees to the receipt of funds under the terms of this Agreement and agrees to execute and return a signed Agreement to the County within 30 days after receipt of this Agreement unless the City has received a written waiver of this requirement from the County.

10.0 ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The City shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

11.0 AVAILABILITY OF FUNDS

- 11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the City, as provided in this Agreement, are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the City fully informed as to the availability of funds.
- 11.2 If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under or in connection with this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this Subparagraph at least ten (10) calendar days in advance.

12.0 BUDGET ADJUSTMENTS

- 12.1 Any requests for reasonable budget adjustments must be submitted ninety (90) calendar days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by documentation.
- 12.2 The City must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order signed by the Human Services Department Director and the City's authorized Representative and defined in Section 2 (Special Provisions), Paragraph 20.0 (General Conditions). If a budget adjustment is necessary that either increases or decreases the Agreement Amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

13.0 DISPUTES

- 13.1 Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process:
- 13.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the Assistant Director within ten (10) business days from the date the City knew or should have known of the basis of the dispute.
- 13.1.2 The Assistant Director shall respond in writing to the City within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.
- 13.1.3 The Human Services Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 13.1.4 Pending a final decision from the Director, the City shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

14.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 14.1 Notwithstanding anything to the contrary, this Subparagraph shall not be deleted or superseded by any other provision of this Agreement.
- 14.2 This Agreement may be immediately terminated by the County if the City defaults by failing to perform any objective, or breaches any obligation under this Agreement, or any event occurs that jeopardizes the City's ability to perform any of its obligations under this Agreement. The County reserves the right to have the services provided by persons other than the City if the City is unable or fails to provide required services with the specified time frame.
- 14.3 Failure to comply with the requirements of this Agreement and all applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement to the County by the City of any funds improperly expended, or the recovery of funds improperly acquired. Noncompliance with this Agreement includes but is not limited to:
 - 14.3.1 Nonperformance of any obligations;
 - 14.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations, including HUD guidelines, policies, or directives;
 - 14.3.3 Unauthorized expenditure of funds;
 - 14.3.4 Violation of the applicable affordability period;
 - 14.3.5 Improper disposition of Recaptured Proceeds;
 - 14.3.6 Improper disposition of Program Income;
 - 14.3.7 Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 C.F.R. §§ 200, *et seq*; and
 - 14.3.8 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 14.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the City shall, without intent to limit or with restrictions, be subject to the following:
 - 14.4.1 All funding shall be immediately revoked, and any approvals related to the Project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - 14.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - 14.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the City at the time of suspension or termination, or that may accrue later. Nothing in this Agreement shall be construed to limit or terminate any right or remedy available under contract or rule.
 - 14.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 14.5 The City shall, upon notice or with knowledge obtained by the City, or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by it or its employees, officials, successors, assigns, Contractors, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper

disposition of funds; any violations of any federal, state, or local laws, rules, or regulations; or the breach of any certifications or warranties provided in this Agreement.

15.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

16.0 STRICT COMPLIANCE

The County's acceptance of the City's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement.

17.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the City or Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City or Vendor occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the City or Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City or Vendor, in connection with this Agreement.

18.0 INDEMNIFICATION

To the extent permitted by law, the City shall, and shall cause any of its Subcontractors, to indemnify, defend, save and hold harmless the County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions ("Indemnatee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) ("Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the City and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City and any of its Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property that are either directly or indirectly caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the City and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City and any of its Subcontractors. This indemnity includes any claims or amounts arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the City or any of its Subcontractors to conform to any federal, state, or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or

omissions of the Indemnitee, be indemnified by the City and any of its Subcontractors from and against any and all Claims. It is agreed that the City and any of its Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

19.0 TECHNICAL ASSISTANCE

The County shall provide reasonable technical assistance to the City to assist in complying with state and federal laws and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the City of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The City is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). The City shall comply with 2 C.F.R. §§ 200, *et seq.* Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. The City shall take corrective actions within six (6) months after the date of receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by either HUD or the County that the City is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

21.1 The City shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance, as well as court costs and attorney and expert fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the City in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the amount of the disallowance or to require immediate repayment of the disallowed amount by the City issuing a check payable to the County.

22.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the City the opportunity to participate in any applicable training activities conducted by the County.

23.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, then the City agrees to comply with all regulations, standards, and orders issued under the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

24.0 LOBBYING

24.1 No federal appropriated funds have been paid or will be paid by or on behalf of the City to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- 24.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the City shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

25.0 RELIGIOUS ACTIVITIES

The City agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

26.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the City under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

27.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

28.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the purpose of this Agreement. The City and its agents shall safeguard the confidentiality of this information as required by federal and state law. The City shall include a clause to this effect in all Subcontracts.

29.0 RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply the other Parties, upon request, any available information that is relevant to this Agreement and to the performance under it.

30.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual, and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material and all material that can be copyrighted as a result of this Agreement.

31.0 PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the

invention or discovery, including rights under any patent issued on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

32.0 AGREEMENT COMPLIANCE MONITORING

- 32.1 The County will monitor the City's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the HUD and Maricopa County. On-site visits for compliance monitoring may be made by either the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the City's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the City with a 30-calendar day advance notice of any proposed on-site visits. During an on-site visit, the City shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
- 32.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:
- 32.2.1 Financial Management 2 C.F.R. § 200.302
 - 32.2.2 Internal Controls 2 C.F.R. § 200.303
 - 32.2.3 Bonds 2 C.F.R. § 200.304
 - 32.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
 - 32.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
 - 32.2.6 Program Income 2 C.F.R. § 200.307
 - 32.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
 - 32.2.8 Period of Performance 2 C.F.R. § 200.309
 - 32.2.9 Insurance Coverage 2 C.F.R. § 200.310
 - 32.2.10 Record Retention and Access 2 C.F.R. § 200.31
 - 32.2.11 Procurement Standards 2 C.F.R. § 200.318
 - 32.2.12 Indirect Costs 2 C.F.R. § 200.414
 - 32.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
 - 32.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

33.0 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- 33.1 The City shall, during the term of this Agreement, immediately inform the Lead Agency in writing of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the City to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
- 33.2 The County may request, and the City will provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the County the award of the Agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 33.3 If the County determines that the award to either the City of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the County will prepare an amendment to this Agreement effecting a cost adjustment. If the City disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

34.0 MINIMUM WAGE REQUIREMENTS

The City warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum

wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

35.0 RECOGNITION OF DEPARTMENT SUPPORT

The City will give recognition to the County and the funding source for its support when the City publishes materials that are (or releases of public information that is) paid for either in whole or in part with funds received by the City under this Agreement.

36.0 INSURANCE

- 36.1 The City shall purchase and maintain the minimum insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company that is or companies that are authorized to do business in the State of Arizona, provided that such insurance company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.
- 36.2 All insurance required under this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.
- 36.3 The City's insurance shall be primary insurance in respect to the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 36.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.
- 36.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The City shall be solely responsible for the deductible and self-insured retention and the County, at its option, may require the City to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 36.6 The County reserves the right to request and to receive, within 10 business days, certified copies of any or all of the insurance certificates required under this Agreement. The County shall not be obligated to review either policies or endorsements (or both) or to advise the City of any deficiencies in such policies and endorsements, and such receipt shall not relieve the City from, or be deemed a waiver of the County's right to insist on strict fulfillment of the City's obligations under this Agreement.
- 36.7 The insurance policies required by this Agreement, except Workers' Compensation, shall name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions as Additional Insureds.
- 36.8 The policies required under this Agreement, except Workers' Compensation, shall contain waivers of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions for any claims arising out of the work or service of the City.

- 36.9 The City's policies shall stipulate that the insurance afforded the City shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.
- 36.10 Coverage provided by the City shall not be limited to the liability assumed under the Indemnification provisions of this Agreement.
- 36.11 The City shall have coverage in effect at all times during the term of this Agreement in as much that is adequate to protect the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions and equipment funded under this Agreement against such losses as are set forth below. The City shall each name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions as additional insured parties. The City shall provide the County with documentation of insurance coverage by furnishing the County a certificate of insurance or a certified copy of the insurance policy or other documentation.
- 36.12 The following types and amounts of insurance are required as a minimum:
- 36.12.1 Workers' Compensation according to statutory limits;
 - 36.12.2 Unemployment Insurance as required by Arizona Law;
 - 36.12.3 Public Liability, Bodily Injury, and Property Damage;
 - 36.12.3.1 General Liability, each occurrence, \$1,000,000; and
 - 36.12.3.2 Property Damage \$1,000,000; or combined single limit each occurrence \$1,000,000.00 minimum 3 Automobile and Truck Liability with minimum limits of \$1,000,000.00 per occurrence.
 - 36.12.4 Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the City and reimbursements, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.
 - 36.12.5 Property or equipment purchased or furnished through funds provided under this Agreement shall be fully insured for the purchase or replacement cost of such property or equipment.
- 36.13 Certificates of Insurance:
- 36.13.1 Upon execution of this Agreement, the City shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by the City's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number and title.
 - 36.13.2 Prior to commencing either work or services under this Agreement, the City shall have insurance in effect as required by this Agreement in the form provided by the County, issued by the City's insurer(s), as evidence that policies providing the coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County within ten (10) business days of request by County. BY SIGNING THIS AGREEMENT, THE CITY AGREES TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.

- 36.13.3 In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the City's work or services and as evidenced by annual Certificates of Insurance.
- 36.13.4 If a policy does expire during the life of this Agreement, then a renewal certificate must be sent to the County fifteen (15) business days prior to the expiration date.
- 36.14 Cancellation and Expiration Notice:
Insurance required under this Agreement shall not be permitted to expire, be canceled, or materially changed without thirty (30) business days prior, written notice to the County.
- 36.15 Subcontractors:
Either the City's certificate(s) shall include all Subcontractors as insureds under its policies or the City shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 36.16 Approval:
Any modifications or variations from the insurance requirements in this Agreement must have prior approval from the County whose decision shall be final. Such action will require a formal Amendment and must be approved and signed by both Parties.
- 36.17 Exceptions:
In the event the City, or a Subcontractor is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance.

37.0 GRIEVANCE PROCEDURE

The City shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the City's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the City's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

38.0 NONDISCRIMINATION

The City, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The City shall include this clause in all its Subcontracts.

39.0 EQUAL EMPLOYMENT OPPORTUNITY

- 39.1 The City shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin.
- 39.2 The City shall each take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 39.3 The City shall, to the extent the following provisions apply, comply with:
- 39.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 39.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
 - 39.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 39.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 39.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

40.0 DISABILITY REQUIREMENTS

The City agrees that any electronic or information technology offered under this Agreement shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

41.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The City agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 C.F.R. §§ 200, *et seq.*

42.0 FINANCIAL MANAGEMENT

The City shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in such bank account shall be commingled. All interest earned on such an account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The City shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

43.0 RETENTION OF RECORDS

- 43.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the City that are related to this Agreement.
- 43.2 The City shall retain all records related to this Agreement for a minimum of six (6) years after final payment or until after the resolution of any audit questions, which could be more than six (6) years, whichever is longer, or for the Period of Affordability imposed by deed restrictions. The County, federal and state auditors, and any other persons duly authorized by the County, shall have full access to, and the right to examine, copy, and make use of any and all of the records.

44.0 ADEQUACY OF RECORDS

If the City's books, records, and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the City shall reimburse the County for the services not supported and documented.

45.0 COMPETITIVE BID REQUIREMENTS**45.1 Equipment**

The City shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

45.1.1 Procurements less than \$3,000 (micro-purchases) are exempt from needing competitive quotes.

45.1.2 Procurements exceeding an aggregate amount of \$3,000 shall be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

45.2 Supplies

The City shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than \$300 unless the City obtains the County's prior written approval to purchase supplies by an alternate method.

45.3 Minority, Women, and Small Business Enterprises

The City shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

45.4 Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

46.0 PROPERTY

Any property furnished or purchased under the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County and shall revert to the County upon termination of this Agreement unless the County determines otherwise. The costs to repair such property are the responsibility of the City within the limits budgeted under this Agreement. Repair costs beyond the budgeted amount shall be approved by the County.

47.0 IMMIGRATION LAWS AND REGULATIONS**47.1 Federal Immigration and Nationality Act**

47.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The City agrees to comply with the IRCA in performing under this Agreement and to permit the other Parties to inspect personnel records to verify such compliance.

47.1.2 The City warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the Assistant Director upon request. These warranties shall remain in effect through the term of this Agreement. The City and its Subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The County may request verification of compliance for any employees or Subcontractors performing work under this Agreement. Should the County either suspect or find that the City or any of its Subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment (or both) of the City. All costs necessary to verify compliance are the responsibility of the City and its Subcontractor(s).

47.2 Arizona Law

47.2.1 The City warrants that it will comply with A.R.S. § 41-4401 (e-verify requirements) and further acknowledge that:

47.2.2 The City and its Subcontractors and Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.3 A breach of a warranty under Sub-subparagraphs 47.2.1 and 47.2.2 above shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.4 The County and any contracting government entities retain the legal right to inspect the papers and employment records of any employees of the City and its Subcontractors and Vendors who work on this Agreement to ensure that the City and its Subcontractors and Vendors are complying with the warranty provided under Sub-subparagraphs 47.2.1 and 47.2.2 above and that the City agrees to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection.

48.0 GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The City is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

49.0 EMPLOYMENT DISCLAIMER

49.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind amongst the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

49.2 The Parties agree that no individuals performing activities under this Agreement on behalf the City are to be considered a County employee, and no rights of County civil service, County retirement, or County personnel rules shall accrue to such individuals. The City shall have total responsibility for all its salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall defend and hold the County harmless with respect thereto.

50.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

50.1 The undersigned individuals, by signing and submitting this Agreement have the authority to certify the City to the terms, representations, and warranties of this Certification. The City, defined as the primary participant in accordance with 2 C.F.R. Part 376, certifies to the best of its knowledge and belief that it and its principals:

- 50.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 50.1.2 have not, within a 3-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of any federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 50.1.3 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Subparagraph 51.1.2 of this certification;
- 50.1.4 have not, within a 3-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default;
- 50.1.5 shall immediately notify the County if, at any time during the term of this Agreement, they are debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement; and
- 50.1.6 shall not enter into a Subcontract or sub-recipient agreement with any person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- 50.2 The City shall include, without modification, this Certification's language, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" in all agreements with other contractors, in all lower tier covered transactions, and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.
- 50.3 Should the City not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Housing and Community Development Assistant Director, 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004.

51.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- 51.1 The City agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Section 3.908 of the Federal Acquisition Regulation;
- 51.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to the County upon request; and
- 51.3 The City shall insert the substance of this clause, including this Subparagraph, in all Subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

52.0 WRITTEN CERTIFICATION IN ACCORDANCE WITH A.R.S. § 35-393.01

If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the City certifies it is not currently engaging in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

53.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

SECTION 2
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

1.0 STANDARDS

The City shall perform the work and provide the services identified in the Work Statement and shall immediately notify the County whenever the City is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The City acknowledges that any inability to perform the work and provide the services, or comply with the standards, set forth in this Agreement may subject the City to the remedies provided in the Default and Remedies for Noncompliance established in the General Provisions.

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it are subject to all applicable federal, state, or local laws, rules, and regulations. The City shall comply with all applicable laws, rules, and regulations, without limitation to those designated within this Agreement.

3.0 COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

3.1 The City shall comply with state and other laws regarding eligibility for public benefits, including A.R.S. §§ 1-501 and 1-502, which state that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

3.1.1 All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

3.1.2 All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.

3.1.3 The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements listed above.

3.1.4 Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

3.1.5 Federal public benefits are defined in A.R.S. § 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.

3.1.6 State or local public benefits are defined in A.R.S. § 1-502 as any grant, contract, loan, professional license, or commercial license provide by an agency of the state or local government or by appropriated funds of a state or local government; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a state or local government or by appropriated funds of a state or local government.

3.2 Programs, services, or assistance (such as soup kitchens, crisis counseling and intervention, and short-term shelter) that meet the following conditions are exempt from A.R.S. §§ 1-501 and 1-502:

- 3.2.1 deliver in-kind services at the community level, including through public or private nonprofit agencies;
- 3.2.2 do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
- 3.2.3 are necessary for the protection of life or safety.

4.0 AUDIT REQUIREMENTS

The City shall, at its own expense, file with the Human Services Department, Housing and Community Development Division, by March 30th of each year, either audited financial statements prepared in accordance with federal single audit requirements, or financial statements of the HOME Program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

5.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

In accordance with HUD HOME Program regulations, the City agrees to use HOME funds pursuant to the Five-Year Consolidated Plan and the Annual Action Plan as approved by HUD and all requirements of 24 C.F.R. § 92. The City will require that this requirement be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Subcontractors and Vendors shall certify and disclose accordingly. The Annual Action Plan is hereby incorporated by reference into this Agreement. The Project activities are described in Section 3 (Work Statement). The City shall be responsible to provide reports of all activities related to the Work Statement. The City agrees to submit to the County the following reports:

- 5.1 **Program Income Report:** If applicable, due annually on March 31st.
- 5.2 **Quarterly Performance Reports:** due on the 15th of January, April, July, and October of the preceding three (3) months (i.e., the July report covers the months of April, May, and June). Reports shall address all Project activities described in the Work Statement. Failure to submit timely Quarterly Performance Reports will result in suspension of reimbursement of funds requested until all reports are brought current.
- 5.3 **Request for Reimbursements:** The Request for Reimbursement Form must include all supporting documentation, and a Match Log. The City will complete the documents and submit them to the County for approval.
- 5.4 **HOME Setup Reports:** due within one (1) year after the date this Agreement is fully executed. According to 24 C.F.R. § 92.250 (b): Before Setup Reports are submitted, the City must evaluate the Project in accordance with guidelines that the City has adopted for determining a reasonable level of profit or return on its investment in the Project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than are necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the Period of Affordability in accordance with 24 C.F.R. §§ 92.252 and 92.254) and that will not provide a profit or return on the City's investment that exceeds the City's established standards for the size, type, and complexity of the Project.
- 5.5 **HOME Completion Report:** due no later than sixty (60) days after final payment is requested. The HOME Completion Report must include all required documents as described in this Agreement. Within ten (10) business days after receipt of the HOME Completion Report, the County will enter the Project completion data into the HUD Exchange Integrated Disbursement and Information System (IDIS). The

date the HOME Completion Report is entered into IDIS is the date the affordability period commences for each activity.

5.6 **Initial Request for Reimbursement form:** with required documentation for each activity is due within 45 (forty-five) days after submitting a HOME Setup Report.

5.7 **Other HUD:** required reporting data as applicable.

6.0 PROGRAM INCOME

Program Income may be retained and used by the City for HOME-eligible activities that benefit low-income families, as outlined in 24 C.F.R. § 92. Any Program Income received by the City must be retained and reported by the County in the following year's Annual Action Plan. The City will report to the County by March 31st of each year the amount of HOME Program Income received during the period of April 1st to March 31st. Maricopa County then will report the Program Income funds to HUD in the HOME Consortium's Annual Action Plan, designating the activity type for which the Program Income will be expended.

7.0 REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the City's control that was acquired or improved in whole or in part with HOME funds must be occupied by low- or very-low income households (or both) and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded deed restrictions. The option to use deed restrictions must include a Period of Affordability as set forth in 24 C.F.R. §§ 92.252 and 92.254.

8.0 FIRST TIME HOMEBUYER DOWN PAYMENT ASSISTANCE PROGRAM

Eligible costs are for down payment, closing costs ,and/or principal reduction of up to \$30,000 as may be needed to ensure the home is affordable and in accordance with 24 C.F.R. § 92.254.

9.0 DE-OBLIGATION

The County may de-obligate funds under this Agreement under any one or more of the following circumstances upon written notice to the City:

9.1 The City completes performance under the Work Statement without using all funds provided by the County under this Agreement;

9.2 A Program activity under the Work Statement is cancelled or changed for reasons other than non-performance; or

9.3 This Agreement has been terminated.

10.0 REDUCTION IN FUNDS

The County, through an Amendment, may reduce Agreement funds under either or both of the following circumstances:

10.1 The County determines that the City failed to utilize the funds provided by this Agreement in compliance with the terms and conditions outlined herein; or

10.2 The City failed to perform in accordance with Section 3 (Work Statement) and identified timelines.

11.0 REPAYMENT OF FUNDS

The City shall repay funds that are defined as unallowable costs under applicable laws and regulations. This repayment obligation extends to, but is not limited to, questioned costs identified in either a monitoring review or Single-Audit report. Repayment of funds

is required by HUD for failed projects during the Period of Affordability for Projects financed under this Agreement. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination by the County of noncompliance.

12.0 ADMINISTRATIVE REQUIREMENTS

12.1 The County is responsible for ensuring HUD HOME Program funds are administered in accordance with the HOME regulations, 24 C.F.R. §§ 92, *et seq.* The County shall monitor the City's activities to ensure compliance with the following:

12.1.1 FINANCIAL RECORDS: accounting system and financial records comply with the applicable requirements and standards of 2 C.F.R. 200, *et seq.* and are subject to monitoring from time to time by either the County or by HUD.

12.1.1.1 The City agrees to adhere to accounting principles and procedures, to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting.

12.1.1.2 The City shall adhere to applicable audit requirements as described in, and in accordance with, 2 C.F.R. §§ 200, *et seq.* In addition, the City must provide annual single-audit reports or annual audited financial statements to the County.

12.1.1.3 The City shall adhere to the repayment of investment requirements set forth in 24 C.F.R. § 92.503. Any HOME Funds invested in housing that do not meet the affordability requirements for the period specified in either 24 C.F.R. § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 C.F.R. § 92.503(b)(3).

12.1.2 DOCUMENTATION AND RECORD KEEPING

12.1.2.1 Records to be Maintained: The City shall maintain all records required by the federal regulations specified in 24 C.F.R. § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to, records:

12.1.2.1.1 Providing a full description of each activity undertaken and its impact;

12.1.2.1.2 Required to determine the eligibility of activities;

12.1.2.1.3 Demonstrating compliance with environmental review requirements;

12.1.2.1.4 Required to document the acquisition, improvement, use, or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);

12.1.2.1.5 Demonstrating citizen participation;

- 12.1.2.1.6 Demonstrating compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 12.1.2.1.7 Demonstrating continuing compliance for all activities and compliance with Recapture provisions of the affordability standards;
- 12.1.2.1.8 Documenting compliance with the fair housing and equal opportunity components of the HOME Program;
- 12.1.2.1.9 Required by 24 C.F.R. § 570.502, 2 C.F.R. §§ 200, *et seq.*, and OMB Circulars;
- 12.1.2.1.10 Other records necessary to document compliance with HOME Program requirements;
- 12.1.2.1.11 Documenting compliance with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 C.F.R. § 135;
- 12.1.2.1.12 Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans;
- 12.1.2.1.13 Supporting that the City has maintained client data demonstrating all clients served have met the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low-income persons or groups and that no conflict of interest exists, as described in 24 C.F.R. § 92.356;
- 12.1.2.1.14 Documenting compliance with underwriting and subsidy layering requirements, including the requirement that the City will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing, as described in 24 C.F.R. § 92.250 and further described in HUD Notice CPD 15-11; and,
- 12.1.2.1.15 Demonstrating compliance with federal, state, and local laws and regulations, including compliance with A.R.S. §§ 1-501 and 1-502.
- 12.1.2.2 Outcome Measures – The City shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 12.1.2.3 Disclosure – The City understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the City's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

- 12.1.2.4 Program Activity Reports – Such reports as required by the County including, but not limited to, HOME Setup/Completion Reports, Quarterly Performance Reports, annual Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data, as applicable, shall be submitted at the completion of each Program that is described under the Work Statement.
- 12.1.2.5 Audits and Inspections – All of the City's records with respect to any matters covered by this Agreement shall be made available to the County, its designees, and the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports shall be addressed by the City within 45 days after receipt by the City. Failure of the City to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Annual Audit requirement is applicable to all levels of funding received by the City under this Agreement, even if the level of funding is less than the current thresholds cited in 2 C.F.R. § 200.501.
- 12.1.2.6 Performance Monitoring – The County will monitor the City to determine whether HOME funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the City against goals and performance standards required in this Agreement. The City shall ensure that all required files and documentation are available at scheduled monitoring visits. The failure of the City to administer, implement, and perform as determined by federal regulations and by the County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

13.0 ENVIRONMENTAL REVIEW CONDITIONS

- 13.1 Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice-limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the City. Exempt activities described in 24 C.F.R. § 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities until either HUD or the County provides the City with written authorization based on approval of an ERR.
- 13.2 An option agreement (to purchase land or a single-family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use funds based

on the completion of the ERR. The cost of the option must be a nominal portion of the purchase price.

13.2.1 The City agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 C.F.R. Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements; and all conditions required in the process of the environmental assessment.

13.2.2 Air and Water - The City shall comply with the following requirements insofar as they apply to the performance of this Agreement:

13.2.2.1 Clean Air Act, 42 U.S.C. § 7401, *et seq.*, as amended.

13.2.2.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

13.2.2.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. § 50, as amended.

13.2.2.4 The City agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.

13.2.2.5 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the City shall ensure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The City shall require the homeowner to obtain and maintain flood insurance as a condition of funding, or funds shall not be utilized.

13.2.2.6 Historic Preservation – The City shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R. § 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

13.2.2.7 Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The ERR must be completed before any funds are obligated. Funding also is conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate ERR and ROF shall rest with the County. It is the responsibility of the City to notify the County and to refrain from making any commitments and expenditures on a site until a ROF has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

14.0 ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

- 14.1 The City agrees to undertake the same obligations as the County has undertaken to HUD pursuant to the County's Annual Action Plan (included in this Agreement by reference) and shall adhere to the federal Certifications referenced below, including Attachment 1 - Certification for a Drug-Free Workplace (HUD form 50070) and Attachment 2 - Certification of Payments to Influence Federal Transactions (HUD form 50071). The City shall hold the County harmless, defend, and indemnify the County against any damages or other liabilities that the County may incur with respect to HUD as a result of any failures on the part of the City.
- 14.2 The City agrees:
- 14.2.1 To ensure that the total HOME investment in each unit does not exceed the maximum per unit subsidy (24 C.F.R. § 92.250) for the area in which the property is located. This limit is updated annually. Refer to Attachment 3 of this Agreement.
 - 14.2.2 To ensure that the Period of Affordability imposed on the Project reflects the per unit subsidy limit.
 - 14.2.3 To ensure that the annual Homeownership Value Limits are not exceeded. HOME funds for homebuyer assistance or single-family rehabilitation Projects must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County. These limits apply to homeownership units assisted with HOME funds for the following single-family activity types: new housing construction for resale; homebuyer assistance; acquisition with rehabilitation for resale; and owner-occupied housing rehabilitation. This limit is updated annually. Refer to Attachment 3 of this Agreement.
 - 14.2.4 To utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability and Stability Act (24 C.F.R. §§ 92.350-92.454), which include:
 - 14.2.5 Implementation of the Fair Housing Act, (42 C.F.R. §§ 3601-3620), and implementing regulations at 24 C.F.R. § 100 (discriminatory conduct under the Fair Housing Act), Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (leadership and coordination of fair housing in federal programs) (3 C.F.R. §§ 1958-1963 Comp., p. 652 and 3 C.F.R. § 1980, Comp. p. 307) and implementing regulations at 24 C.F.R. Part 107 (nondiscrimination and equal opportunity in housing under Executive Order 11063), and Title VI of the Civil Rights Act of 1964 (42 U. S. C. §§ 2000d, *et seq.*), and implementing regulations at 24 C.F.R. Part 1 (Nondiscrimination in Federally Assisted Programs of HUD);
 - 14.2.6 Affirmatively further fair housing, which includes taking appropriate actions to overcome the effects of any impediments identified in the County's "Analysis of Impediments to Fair Housing Choice" and maintain records reflecting any actions taken in regard to fair housing;
 - 14.2.7 Adhere to Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) in accordance with Title VI of the Civil Rights Act of 1964;

- 14.2.8 Implementation of the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, *et seq.*) and the regulations at 24 C.F.R. § 146 (nondiscrimination on the basis of age in HUD programs or activities receiving federal financial assistance);
- 14.2.9 Implementation of the prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794, *et seq.*) and implementing regulations at 24 C.F.R. § 8 (nondiscrimination based on handicap in federally assisted programs and activities of HUD) and the Americans with Disabilities Act 1990 (42 U.S.C. §§ 12101, *et seq.*);
- 14.2.10 Adhere to the requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 C.F.R. Chapter 60 (3 C.F.R. §§ 1964-65, Comp, p. 339);
- 14.2.11 Implementation of the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1702u) (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities);
- 14.2.12 Implementation of the requirements of Executive Orders 11625 and 12432 regarding MBE development and 12138 regarding WBE, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability and Stability Act; and
- 14.2.13 Implementation of the requirements of the HUD 246 Rule (24 C.F.R. Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.
- 14.3 The City agrees that it will prepare and adopt acceptable procedures and requirements for affirmatively marketing units funded under the HOME Program, when HOME Program-assisted housing contains five (5) or more rental units, by providing information about the availability of HOME Program-assisted units that are vacant at the time of completion or that later become vacant. The City shall make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the Period of Affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
- 14.4 HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
- 14.5 The County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 C.F.R. § 58 (environmental review procedures for entities assuming HUD environmental responsibilities). The County will assume the responsibilities for the Request for Release of Funds. The City shall not commit or incur expenditures for HOME activities until the environmental review process has been completed. Should it be determined that the City incurred expenses in violation of the NEPA requirements, the City will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The City

shall provide all necessary assistance to the County in completing this environmental review process.

- 14.6 The City agrees to comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 C.F.R. Part 24; and follow a residential anti-displacement and relocation assistance plan required under §104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding as they apply to the HOME Program.
- 14.7 The City shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a, *et seq.*), Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327, *et seq.*) related acts, and the provisions of 24 C.F.R. § 24 regarding Government Debarment and Suspension as they apply to this HOME Program.
- 14.8 The City shall comply with the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001, *et seq.*) as it applies to this HOME Program.
- 14.9 The City shall comply with the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
- 14.10 Housing assisted with HOME Program funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, *et seq.*) and is therefore subject to 24 C.F.R. § 35.
- 14.11 No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position in a decision making process or gains inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, either for himself/herself or those whom the person has family or business ties, during his/her tenure or for one year thereafter.

15.0 SUBCONTRACTS AND VENDORS

- 15.1 Approvals – Unless expressly authorized in this Agreement, exempt activities such as architectural, engineering, and administration may not be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds (RROF). Exempt activities described in 24 C.F.R. § 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise, the City shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs entered into by Subcontract with any agency or individual in the performance of this Program that are not exempt activities without Release of Funds (ROF) from the County prior to the execution of such Agreement.
- 15.2 DUNS Number – All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
- 15.3 Fees – The City and all Subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME Program, except as permitted by 24 C.F.R. § 92.214(b)(1).
- 15.4 Selection Process – The City shall ensure that all Subcontracts in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.

- 15.5 Section 3 of the Housing and Urban Development Act of 1968 – The City shall include the Section 3 clause in every Subcontract and shall take appropriate action pursuant to the Subcontract upon a finding that a Subcontractor is in violation of regulations issued by HUD. The City shall not subcontract with any entity where the City has notice or knowledge that the entity has been found in violation of the regulations under 24 C.F.R. § 135. The City has the responsibility of determining Section 3 eligibility.
- 15.6 Monitoring – The City shall monitor/review all subcontracted services to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

16.0 THE COUNTY CERTIFIES

- 16.1 That a public purpose is served by the County contracting for activities identified in Section 3 (Work Statement).
- 16.2 That the HOME Program funds designated for the Work Statement activities constitute reasonable and prudent assistance.

17.0 THE CITY AGREES TO

- 17.1 Complete and submit to the County all Environmental Reviews (ERs) in a timely manner.
- 17.2 Submit all Requests for Reimbursements and Amendments to the County in a timely manner.
- 17.3 Keep the Maricopa HOME Consortium informed of progress toward goals.
- 17.4 Serve as the lien holder for all real estate developed, if applicable.
- 17.5 Provide, at the completion of the Project, a close out memo detailing the on-going HOME requirements and responsibilities for the affordability period.

18.0 PROGRAM COMPLETION

- 18.1 Upon completion of the Agreement activities, any Agreement funds not expended shall be retained by the County for reallocation as defined by the Maricopa HOME Consortium Policies and Procedures.
- 18.2 The disposition of any property purchased during the term of this Agreement shall follow Section 1 (General Provisions), Paragraph 47.0 (Property).
- 18.3 The City shall continue to be responsible for compliance activities until all HOME Program requirements and contractual obligations are met, including affordability restrictions. The City's obligations shall not end until all close-out requirements are completed. The County will notify the City in writing that a Completion Report is due to the County within sixty (60) days after one of the following occurrences:
 - 18.3.1 Funds have been expended for the activity;
 - 18.3.2 The Work Statement has been completed;
 - 18.3.3 This Agreement has expired; or
 - 18.3.4 The Agreement has otherwise been terminated.
- 18.4 Following the receipt and approval of the Completion Report for each activity, the County will notify the City in writing that each activity is closed. In compliance with 24 C.F.R. § 92.502(d), all Project completion data shall be entered into IDIS by the County within 120 days after the final drawdown. Project completion means Projects have all necessary title transfer and construction work completed, Projects comply with HOME requirements including property standards set forth at 24 C.F.R. § 92.251, the final draw has been disbursed, and the projection completion data has been entered into IDIS.

- 18.5 For the purposes of a rental Project, the following shall apply:
- 18.5.1 The Project shall be completed when the site receives a Certificate of Occupancy;
 - 18.5.2 It is not required for a beneficiary to be identified for the Project to be considered complete. Vacant rental units may be marked as vacant when completion data is entered into IDIS.
 - 18.5.3 If any rental unit remains unoccupied six (6) months after the date of Project completion, the City must provide the County information about marketing efforts to place occupants in the unit and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible.
 - 18.5.4 Within eighteen (18) months after the date of Project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible beneficiary (or beneficiaries), the City shall be required to repay all HOME funds invested in the unit.

19.0 FAILURE TO MAKE PROGRESS

- 19.1 The failure of the City to make progress according to the Work Statement may result in the termination of this Agreement, or de-obligation of funds. The City agrees to meet with the County at the site at which the funded activity is to take place to discuss progress and allow the County to provide technical assistance if:
- 19.1.1 The City fails to complete an Environmental Review pursuant to Section 2 (Special Provision) Paragraph 13.0 (Environmental Review Conditions) within one hundred and eighty (180) calendar days after the date this Agreement is executed.
 - 19.1.2 The City fails to commit funds to a specific local Project in accordance with the terms of this Agreement within eighteen (18) months after the date of full execution of this Agreement. Commit for the purposes of this Paragraph shall have the same meaning as in 24 C.F.R. § 92.2(2)(i)-(iii).
 - 19.1.3 The City fails to expend HOME funds in performance of Project activities in accordance with the terms of this Agreement within twenty-four (24) months after the date of full execution of this Agreement.
 - 19.1.4 Within six (6) months after the date of Project completion, if a unit remains unoccupied, then the City must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of Project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, then HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low-, or very low-income household has not met the purpose of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unoccupied as described in 24 C.F.R. § 92.252.
- 19.2 The County will terminate this Agreement and de-obligate funds, if the City does not perform the activities described in the Work Statement of this Agreement. The County, in its sole discretion, may forgo providing technical assistance and require repayment of funds as outlined in this Agreement under Section 1 (General Provisions), Paragraph 5.0 (Termination), or terminate the Agreement for cause under Section 1 (General Provisions), Paragraph 5.0 (Termination).

20.0 GENERAL CONDITIONS

Administrative Change Orders – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders shall be approved and fully executed by the Chairman of the Board of Supervisors and the authorized representative for the City.

20.1 Administrative Change Orders may address any of the following areas:

20.1.1 Modifications to the Project timeline if the last day of the Project timeline is within the Agreement term;

20.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

20.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies;

20.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and

20.1.5 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or by local regulations, policies, or requirements.

20.2 It is the responsibility of the City to ensure the latest documents are consulted and followed.

21.0 REVERSION OF ASSETS

Unexpended funds must be de-obligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Three-year Cooperative Agreement. A written letter to de-obligate funds will be sent to the City from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

22.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT of 2013

The City must comply with VAWA 2013, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The City must meet the requirements as specified in 24 C.F.R. § 92.359. The City must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

SECTION 3
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
Work Statement-Homebuyer Assistance
HOME Investment Partnerships Program
Program Year 2020

Consortium Member: City of Avondale, Arizona

Project: Homebuyer Assistance

FY 2020-2021 HOME Funds: \$206,370

Type of Property: Single-Family

1. DETAILED SCOPE OF WORK:

- 1.1. This activity supports the Consolidated Plan goal to expand affordable housing by providing direct financial assistance to income-qualified homebuyers. Down payment assistance is the number one goal under the Consolidated Plan.
- 1.2. Type of assistance/activity to be provided with HOME funds: The City will provide down payment, closing costs, principal reduction, and other appropriate assistance to eligible first-time homebuyers who wish to purchase a single-family property in the City.
- 1.3. Methods and instruments used for ensuring affordability: The City will secure HOME funds with a Deed of Trust and Promissory Note, or other appropriate lien document(s) approved by the City. These documents will include a Recapture provision per the HOME regulations. The amount of Recaptured Proceeds will be prorated over the term of the loan, and as such, be payable in full to the City should the borrower sell, refinance with cash out, or no longer occupy the property as his/her/their primary residence within the Period of Affordability.
- 1.4. Anticipated use of Recaptured Proceeds: Recaptured Proceeds will be used for administration and additional HOME-eligible projects per the HOME regulations.

2. OBJECTIVES AND OUTCOMES:

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

3. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/ RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the Subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	A non-profit Subrecipient will provide eligibility qualification (including income), housing counseling/homebuyer education, property inspections, purchase contract review, lien documentation and preparation, and coordination with lenders, title companies, buyers, and Realtors. The City will complete the environmental reviews.	Expand affordable housing opportunities.	Low-income families become first time homebuyers.	Stable neighborhoods.

4. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>HOME Assisted</u> Units in program (if rental)
Households at or below 50%			
Households at or below 60%			
Households at or below 80%	6	6	
TOTAL	6	6	

5. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

6. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Applicant eligibility (units 1-3)	2/15/2021	9/30/2021
Environmental Reviews	6/30/2021	9/30/2021
Units passes HQS inspection	7/15/2021	10/30/2021
Underwriting & private financing secured	7/30/2021	10/30/2021
Close of escrow & occupancy by LMI households	10/15/2021	12/31/2021
Project funding drawdown and Completion Reports submitted to County	1/31/2022	3/31/2022
Applicant eligibility (units 4-6)	2/15/2021	9/30/2022
Environmental Reviews	6/30/2022	9/30/2022
Units pass HQS inspection	7/15/2022	10/30/2022
Underwriting & private financing secured	7/30/2022	10/30/2022
Close of escrow & occupancy by LMI households	10/15/2022	12/31/2022
Project funding drawdown and Completion Reports submitted to County	1/31/2023	3/31/2023

Any changes to the Timeline will need to be submitted to and approved by the County.

7. ACTIVITY BUDGET SUMMARY:

RENTAL COSTS	PY 2020 HOME FUNDS	Additional Sources* (defined in Table 8)	TOTAL COST
Down payment assistance	\$193,472		\$193,472
Private Loans		\$1,366,200	\$1,366,200
Buyers Contributions		\$13,800	\$13,800
Administration	\$12,898		\$12,898
TOTAL	\$206,370	1,380,000	\$1,586,370

8. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
Local lenders	\$1,366,200	
Buyer Contributions	\$13,800	
TOTALS	\$1,380,000	

9. MATCH*:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s). Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	City of Avondale General funds	\$48,368
Value of waived taxes, fees or charges associated with HOME projects		
Value of waived taxes, fees or charges associated with Affordable Housing Development projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor, and professional services		
Sweat equity		
TOTAL		\$48,368

* Per CARES Act waiver the City will not be obligated to, nor will it provide, match for HOME funds expended between October 1, 2019, and September 30, 2021.

SECTION 4
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

1.0 COMPENSATION

- 1.1 The City will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 C.F.R. § 92.300 and not specifically prohibited under 24 C.F.R. § 92.214 (Prohibited Activities and Fees).
- 1.2 The City shall be reimbursed utilizing the Catalog of Federal Domestic Assistance (CFDA): 14.239, HOME Investment Partnerships Program provided to the County through the U.S. Department of Housing and Urban Development (HUD).
- 1.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County will compensate for services rendered as indicated in the following Subparagraphs.
- 1.4 The City shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days after drawing down) to cover subsequent requests for reimbursement. Any excess funds must be returned to the County within 30 calendar days after receipt. The City also must return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 calendar days after the funds have been draw down.

2.0 METHOD OF PAYMENT

- 2.1 The City agrees to submit reimbursement requests utilizing the approved Reimbursement Request Form to the County, along with the Match Log Certification Form. The City may request funds only after it has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for Project activities. Requests for reimbursement must be made using the County approved format.
- 2.2 The City may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 2.3 All Program Income funds reported in the Annual Action Plan to be expended on activities outlined in this Agreement must be disbursed before the City requests HOME Entitlement funds from the County.
- 2.4 The County agrees to reimburse the City for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by the City of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by the County is not to be construed as final if HUD disallows reimbursement for the Program or activity or any portion thereof. The County shall reimburse the City on a Net 0 payment standard.

3.0 TIMELINESS

- 3.1 The City shall submit monthly request for reimbursement by the 10th day of the month following the month close out.
- 3.2 The City shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th. and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.
- 3.3 All requests for reimbursements shall be submitted to:
HSDFINANCE@MARICOPA.GOV

4.0 FINAL REIMBURSEMENT UPON AGREEMENT TERMINATION

4.1 Prior to termination of this Agreement at the date identified on page 1 of this Agreement, or as may be amended, the City shall submit the final Request for Reimbursement to the County.

4.1.1 This request shall be submitted to the County no later than 30 calendar days after the termination date except as noted immediately below.

4.1.1.1 If the termination date is between June 10th and June 30th, then the final reimbursement request shall be submitted by July 10th.

4.1.1.2 The final progress report, and any other required reports that may be applicable shall be submitted with the final reimbursement request.

SECTION 5
ATTACHMENTS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

Attachment 1

**Certification for
a Drug-Free Workplace**U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official _____

Title _____

Signature _____

Date _____

X

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & 3

Attachment 2

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

Attachment 3

HOME Maximum Per-Unit Subsidy Limits

This limit determines the maximum amount of HOME funds that may be invested on a per-unit basis in HOME-assisted housing projects as of June 4, 2020.

Bedroom Size	Maximum HOME per unit subsidy limit
0 Bedroom	\$ 153,314
1 Bedroom	\$ 175,752
2 Bedrooms	\$ 213,718
3 Bedrooms	\$ 276,482
4 Bedrooms	\$ 303,490
5 Bedrooms	\$ 303,490

Please request updated HOME maximum per unit investment limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD). For current Maricopa HOME Consortium limits, refer to additional Maricopa County Information Bulletins here: <https://www.maricopa.gov/3893/Funding-Notices-Bulletins> More information can be found here: <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>

HOME Homeownership Value Limits (95% Limits)

Community Housing Development Organizations using HOME funds for homeownership assistance for new housing construction for resale must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County, which is **\$313,000** as of July 1, 2020.

Please request updated HOME Homeownership Value Limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD), or go to either www.maricopa.gov/3893 or HUD's website for the updated versions each year.

RESOLUTION NO. 1007-0221

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

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

SECTION 1. The Intergovernmental Agreement with Maricopa County, administered by its Human Services Department, relating to financial assistance provided to eligible first-time homebuyers in Avondale through the HOME Investment Partnerships Program, as a member of the HOME Consortium (the “Agreement”) is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to 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 February 1, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1007-0221

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
THE CITY OF AVONDALE

Agreement Amount: \$206,370

Agreement Start Date: _____

Agreement Termination Date: September 30, 2024

Agreement Number: _____

CFDA Number: 14.239, HOME Investment Partnerships Program

DUNS Number: 002486884

This Intergovernmental Agreement ("Agreement") is entered between Maricopa County, administered by its Human Services Department ("County"), and the City of Avondale ("City"). The City and the County collectively are referred to in this Agreement as the "Parties" and individually as a "Party."

The County shall provide financial reimbursement in the amount listed above, subject to the terms of this Agreement and the availability of funds. The Agreement Amount constitutes the County's entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

The City for and in consideration of the covenants and conditions set forth in this Agreement shall provide and perform the services set forth in this Agreement. All rights and obligations of the Parties shall be governed by the terms of this Agreement and its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth in this Agreement and in:

- Section 1 – General Provisions
- Section 2 – Special Provisions
- Section 3 – Work Statement
- Section 4 – Compensation
- Section 5 – Attachments

Lead Agency: Maricopa County

Representative: Rachel Milne, Assistant Director, Housing and Community Development Division

Phone: 602-372-1528

E-mail : Rachel.Milne@maricopa.gov

Address: 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004

City: Avondale, Arizona

Representative: Marsha Chavez, Housing and Community Development Manager

Phone: (623) 333-2726

E-mail: mchavez@avondaleaz.gov

Address: 995 E. Riley Drive, Avondale, AZ 85323

Notice under this Agreement shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth

above and shall be effective upon receipt if personally delivered and three (3) business days after being placed in the U.S., properly addressed, with sufficient postage, if sent by registered or certified mail. Business days means Monday through Friday, unless recognized as a federal or State of Arizona holiday.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties to this Agreement. Nothing in this Agreement shall be construed as consent to any lawsuits, or waiver of any defenses in a lawsuit brought against Maricopa County or the City in any state or federal court.

IN WITNESS, the Parties have signed this Agreement:

APPROVED BY:
MARICOPA COUNTY

APPROVED BY:
City of Avondale

Jack Sellers, Chairman, Board of Supervisors

Charles A. Montoya, City Manager Date

Attested to:

Attested to:

Juanita Garza, Clerk of the Board Date

Marcella Carrillo, City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

IN ACCORDANCE WITH A.R.S. §§ 9-240 and 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

Approved as to form:

Approved as to form:

Deputy County Attorney Date

City Attorney, City of Avondale Date

SECTION 1
GENERAL PROVISIONS



MARICOPA COUNTY HUMAN SERVICES DEPARTMENT

1.0 PURPOSE

The County shall provide the City with U.S. Department of Housing and Urban Development (HUD) HOME Investment Partnerships Program funds for the provision of HOME activities as identified in Section 3 (Work Statement).

2.0 TERM

The Term of this Agreement shall commence upon the signature of the last signer ("Agreement Start Date") and terminate on the Agreement Termination Date listed on page 1 of this Agreement.

3.0 RENEWAL

This Agreement may be renewed by a written amendment, provided however, that the City is in full compliance with all terms and conditions of this Agreement. Each renewal may not exceed the duration of the previous term. The City shall notify the County in writing of its intent to extend the Agreement term at least ninety (90) calendar days prior to the expiration of the original Agreement term, or any additional terms thereafter.

4.0 AMENDMENTS

All Amendments to this Agreement shall be in writing and signed by authorized signers for both Parties. All requests for amendment made by the City shall be sent to the County no later than ninety (90) calendar days prior to expiration of the original Agreement term, or any additional terms thereafter.

5.0 TERMINATION

5.1 Pursuant to A.R.S. § 38-511, the County may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the County at any time while this Agreement or any extension of this Agreement is in effect, is or becomes an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the County from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

5.2 Pursuant to A.R.S. § 38-511, the City may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the City is at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other party to this Agreement in any capacity or consultant to any other party to this Agreement with respect to the subject matter of this Agreement. Additionally, pursuant to A.R.S. § 38-511, the City may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of the City from any other party to this Agreement arising as the result of this Agreement. A cancellation notice made under this Subparagraph shall be effective when the recipient receives a written notice of cancellation unless the notice specifies a later date.

- 5.3 Either party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the County under the Availability of Funds provision). The notice shall be given by either personal delivery or registered or certified mail, postage prepaid and return receipt requested to the persons at the addresses set forth on page 1 of this Agreement.
- 5.4 The County has the right to terminate this Agreement upon twenty-four (24) hour notice when the County deems the health or welfare of the service recipients are endangered or the City's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, then this Agreement will terminate upon the expiration of the Term of this Agreement stated on page 1 of this Agreement.
- 5.5 In accordance with 2 C.F.R. § 200, the County may suspend or terminate this Agreement if the City violates any terms or conditions of this Agreement or if the City fails to maintain a good faith effort to carry out the purpose of this Agreement.
- 5.6 The Parties may terminate this Agreement for convenience in accordance with 2 C.F.R. § 200. The Parties shall agree upon the termination conditions including the effective date of the termination. The Party initiating the termination shall notify the other Parties in writing stating the reasons for such termination.

6.0 EFFECT

To the extent that the Special Provisions conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing in this Agreement shall operate to increase the Operating Budget without a written amendment to this Agreement.

7.0 DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

- 7.1 **Annual Action Plan** means the annual plan submitted by the County (as the lead agency of the Maricopa HOME Consortium) to HUD, which describes the Consortium's annual program goals.
- 7.2 **Assistant Director** means the Director of the Housing and Community Development Division within the Maricopa County Human Services Department.
- 7.3 **Beneficiary** means a person or household that meets the income requirements of 24 C.F.R. § 92.203 subject to the restriction on assistance to students enrolled in an institution of higher education, as described in 24 C.F.R. § 5.612.
- 7.4 **Board of Supervisors (BOS)** means the Maricopa County Board of Supervisors.
- 7.5 **Commitment or Commit to a Specific Local Project** shall have the same meaning as set forth in 24 C.F.R. § 92.2 (1) and (2), respectively.
- 7.6 **County** means Maricopa County.
- 7.7 **Department** means the Maricopa County Human Services Department, Housing and Community Development Division as Lead Agency.
- 7.8 **Director** means the Director of the Maricopa County Human Services Department.
- 7.9 **Division** means the Housing and Community Development Division of the Maricopa County Human Services Department.
- 7.10 **Five-Year Consolidated Plan** means the HUD required Consolidated Plan submitted by the County as the Lead Agency for the Maricopa HOME Consortium.
- 7.11 **HOME** means the HOME Investment Partnerships Program.
- 7.12 **HUD** means U.S. Department of Housing and Urban Development.

- 7.13 **IDIS** means Integrated Disbursement Information Systems. IDIS is a nationwide database that provides HUD with current information regarding HOME activities.
- 7.14 **Lead Agency or Department** means the Maricopa County Human Services Department, Housing and Community Development Division.
- 7.15 **Low-income families** means families whose annual incomes do not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.
- 7.16 **Minority Business Enterprise (MBE)** means an entity that is majority owned or controlled by a socially and economically disadvantaged individual as described by Public Law 95-507.
- 7.17 **Net Proceeds** means the amount remaining after deducting non-HOME debt and closing costs from the sale of a HOME funded asset, obligation, or loan.
- 7.18 **Performance Bond** means a bond executed to secure fulfillment of the City's obligations under this Agreement.
- 7.19 **Period of Affordability** means for homebuyer and rental projects, the length of time required that HOME-assisted housing must be occupied by income-eligible households. The minimum Period of Affordability is five years for HOME subsidies of less than \$15,000 per unit; ten years for subsidies of \$15,000 to \$40,000; and 15 years for subsidies greater than \$40,000. New construction of rental housing has a Period of Affordability of 20 years and refinancing of rental housing has a minimum Period of Affordability of 15 years.
- 7.20 **Program Income** means gross income received by the City directly generated from the use of HOME funds. For purposes of this Agreement, the gross income from the sale of real property acquired and constructed with HOME funds is considered Program Income. Program Income is subject to the requirements of the HOME regulations.
- 7.21 **Project** means the work activities or functions identified in Section 3 (Work Statement) as described in a legally binding agreement between the City and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured, budgeted and underwriting has been completed and otherwise complies with 24 C.F.R. Part 92.2(2) and 92.2 (A) and (B). For Tenant-Based Rental Assistance, Project means assistance to one or more families through a rental assistance contract.
- 7.22 **Public Agency** has the meaning prescribed by A.R.S. § 11-951.
- 7.23 **Recaptured Proceeds** means the funds from the net proceeds from the HOME investment in homebuyer housing. The Recapture Provisions state that the funds be returned in order to assist other HOME-eligible families. The Recapture provisions are triggered by any transfers of title, either voluntary or involuntary, during the HOME Period of Affordability.
- 7.24 **Subcontract** means any agreement entered into by the City with a third party for professional services for performance of any of the work or provision of any of the services covered by this Agreement.
- 7.25 **Subcontractor** means an entity funded through the City to provide any work or services required by the Work Statement.

- 7.26 **Subrecipient** means a public or private nonprofit agency, authority or organization, or an entity described in 24 C.F.R. § 57.0.204(c), to which a subaward is made and which is accountable to the recipient for the use of the funds provided.
- 7.27 **Vendor** means an entity funded through the City to provide services required by the Work Statement.
- 7.28 **Very low-income families** means low-income families whose annual incomes do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. An individual does not qualify as a very low-income family if the individual is a student who is not eligible to receive Section 8 assistance under 24 C.F.R. § 5.612.
- 7.29 **Work Statement** means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.
- 7.30 **Women's Business Enterprise (WBE)** means an entity in which a woman has majority ownership and control.

8.0 GENERAL REQUIREMENTS

- 8.1 The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
- 8.2 The City shall, without limitation, obtain and maintain all licenses, permits, and authority necessary to do business, render services, and perform work under this Agreement, and it shall comply with all laws regarding unemployment insurance, disability insurance, and workers' compensation.
- 8.3 The City is an independent contractor in the performance of work and the provision of services under this Agreement.
- 8.4 The City shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or other organization that has a substantial interest in the Parties' organization or with which the Parties (or one of their directors, officers, owners, trust certificate holders, or relatives) have a substantial interest, unless the Parties make full written disclosure of the proposed payments to the County and have received written approval for the payments. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

9.0 ACCEPTANCE OF FUNDS

The City hereby agrees to the receipt of funds under the terms of this Agreement and agrees to execute and return a signed Agreement to the County within 30 days after receipt of this Agreement unless the City has received a written waiver of this requirement from the County.

10.0 ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation, or duty under this Agreement may be assigned, delegated, or subcontracted, in whole or in part, without the prior written approval of the County. The City shall bear all liability under this Agreement, even if it is assigned, delegated, or subcontracted, in whole or in part, unless the County agrees otherwise.

11.0 AVAILABILITY OF FUNDS

- 11.1 The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the City, as provided in this Agreement, are available to the County for disbursement. The County shall be the sole authority in determining the availability of funds under this Agreement and the County shall keep the City fully informed as to the availability of funds.
- 11.2 If any action is taken by any state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under or in connection with this Agreement, then the Parties may amend, suspend, decrease, or terminate their obligations under or in connection with this Agreement. In the event of termination, the County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The County shall give written notice of the effective date of any suspension, amendment, or termination under this Subparagraph at least ten (10) calendar days in advance.

12.0 BUDGET ADJUSTMENTS

- 12.1 Any requests for reasonable budget adjustments must be submitted ninety (90) calendar days prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by documentation.
- 12.2 The City must receive prior written approval from the County to move funds from one budget line item to another. Budget adjustments that do not change the total Agreement amount may be documented by an Administrative Change Order approved and fully executed by the Chairman of the Board of Supervisors and the City's authorized Representative and defined in Section 2 (Special Provisions), Paragraph 20.0 (General Conditions). If a budget adjustment is necessary that either increases or decreases the Agreement amount, then the County shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement to amend the Agreement.

13.0 DISPUTES

- 13.1 Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process:
- 13.1.1 Notice of the specific grounds of a dispute shall be in writing and filed with the Assistant Director within ten (10) business days from the date the City knew or should have known of the basis of the dispute.
- 13.1.2 The Assistant Director shall respond in writing to the City within fourteen (14) business days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) business days after the date City is served with the decision, the City files a written notice of appeal with the Human Services Department Director.
- 13.1.3 The Human Services Department Director shall provide the City with a written response within fourteen (14) business days following receipt of the notice of appeal. The decision of the Director shall be final and not appealable.
- 13.1.4 Pending a final decision from the Director, the City shall diligently proceed with its performance of this Agreement in accordance with the Assistant Director's decision.

14.0 DEFAULT AND REMEDIES FOR NONCOMPLIANCE

- 14.1 Notwithstanding anything to the contrary, this Subparagraph shall not be deleted or superseded by any other provision of this Agreement.
- 14.2 This Agreement may be immediately terminated by the County if the City defaults by failing to perform any objective, or breaches any obligation under this Agreement, or any event occurs that jeopardizes the City's ability to perform any of its obligations under this Agreement. The County reserves the right to have the services provided by persons other than the City if the City is unable or fails to provide required services with the specified time frame.
- 14.3 Failure to comply with the requirements of this Agreement and all applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement to the County by the City of any funds improperly expended, or the recovery of funds improperly acquired. Noncompliance with this Agreement includes but is not limited to:
 - 14.3.1 Nonperformance of any obligations;
 - 14.3.2 Noncompliance with any applicable federal, state, or local laws, rules, or regulations, including HUD guidelines, policies, or directives;
 - 14.3.3 Unauthorized expenditure of funds;
 - 14.3.4 Violation of the applicable affordability period;
 - 14.3.5 Improper disposition of Recaptured Proceeds;
 - 14.3.6 Improper disposition of Program Income;
 - 14.3.7 Noncompliance with applicable financial record requirements, accounting principles, or standards established by 2 C.F.R. §§ 200, *et seq*; and
 - 14.3.8 Noncompliance with recordkeeping, record retention, or reporting requirements.
- 14.4 Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, the City shall, without intent to limit or with restrictions, be subject to the following:
 - 14.4.1 All funding shall be immediately revoked, and any approvals related to the Project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - 14.4.2 Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - 14.4.3 Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the City at the time of suspension or termination, or that may accrue later. Nothing in this Agreement shall be construed to limit or terminate any right or remedy available under contract or rule.
 - 14.4.4 Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.
- 14.5 The City shall, upon notice or with knowledge obtained by the City, or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by it or its employees, officials, successors, assigns, Contractors, or Subcontractors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper

disposition of funds; any violations of any federal, state, or local laws, rules, or regulations; or the breach of any certifications or warranties provided in this Agreement.

15.0 SEVERABILITY

Any provision of this Agreement that is determined to be invalid, void, or illegal by a court shall in no way affect, impair, or invalidate any other provision of this Agreement, and the remaining provisions shall remain in full force and effect.

16.0 STRICT COMPLIANCE

The County's acceptance of the City's performance that is not in strict compliance with the terms of this Agreement, shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall follow Section 1 (General Provisions), Paragraph 4.0 (Amendments) of this Agreement.

17.0 NON-LIABILITY

The County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions shall not be liable for any act or omission by the City or Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City or Vendor occurring in the performance of this Agreement, nor shall the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions be liable for purchases or contracts made by the City or Vendor or any agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City or Vendor, in connection with this Agreement.

18.0 INDEMNIFICATION

To the extent permitted by law, the City shall, and shall cause any of its Subcontractors, to indemnify, defend, save and hold harmless the County, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions ("Indemnatee") from and against any and all claims, demands, actions, liabilities, damages, losses, judgments, or expenses (including court costs, attorney and expert fees, and costs of claim processing, investigation, and litigation) ("Claims"): A.) that either directly or indirectly are caused by, arise from, or relate to breach of this Agreement by the City and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City and any of its Subcontractors; and B.) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property that are either directly or indirectly caused by, arise from, or relate to, or are alleged to be caused by, arise from, or relate to, in whole or in part, the negligent or willful acts or omissions of the City and any of its Subcontractors, or any of the agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions of the City and any of its Subcontractors. This indemnity includes any claims or amounts arising out of or recovered under the Workers' Compensation Law or arising out of the failure of the City or any of its Subcontractors to conform to any federal, state, or local laws, statutes, ordinances, rules, regulations, or court decrees. It is the specific intention of the Parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or

omissions of the Indemnitee, be indemnified by the City and any of its Subcontractors from and against any and all Claims. It is agreed that the City and any of its Subcontractors will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable.

19.0 TECHNICAL ASSISTANCE

The County shall provide reasonable technical assistance to the City to assist in complying with state and federal laws and regulations, and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations, and standards. However, this assistance in no way relieves the City of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.

20.0 SINGLE AUDIT ACT REQUIREMENTS

The City is subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, *et seq.*). The City shall comply with 2 C.F.R. §§ 200, *et seq.* Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. The City shall take corrective actions within six (6) months after the date of receipt of the reports. The County shall consider sanctions as described in 2 C.F.R. § 200.505 if it is determined by either HUD or the County that the City is not in compliance with the audit requirements.

21.0 AUDIT DISALLOWANCES

21.1 The City shall, upon written notice, reimburse the County for any payments made under this Agreement that are disallowed by a federal, state, or County audit in the amount of the disallowance, as well as court costs and attorney and expert fees the County spends to pursue legal action relating to a disallowance. Court costs and attorney and expert fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

21.2 If the County determines that a cost for which payment has been made is a disallowed cost, then the County will notify the City in writing of the disallowance and the required course of action, which shall be at the option of the County, either to adjust any future claim submitted by the amount of the disallowance or to require immediate repayment of the disallowed amount by the City issuing a check payable to the County.

22.0 STAFF AND VOLUNTEER TRAINING

The County may make available to the City the opportunity to participate in any applicable training activities conducted by the County.

23.0 CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, then the City agrees to comply with all regulations, standards, and orders issued under the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, *et seq.*), to the extent any are applicable by reason of performance of this Agreement.

24.0 LOBBYING

24.1 No federal appropriated funds have been paid or will be paid by or on behalf of the City to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an

employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- 24.2 If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal agreement, grant, loan or cooperative agreement, then the City shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

25.0 RELIGIOUS ACTIVITIES

The City agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

26.0 POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services contributed by the County or the City under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

27.0 COVENANT AGAINST CONTINGENT FEES

The City warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the County may immediately terminate this Agreement without liability.

28.0 SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the purpose of this Agreement. The City and its agents shall safeguard the confidentiality of this information as required by federal and state law. The City shall include a clause to this effect in all Subcontracts.

29.0 RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply the other Parties, upon request, any available information that is relevant to this Agreement and to the performance under it.

30.0 COPYRIGHTS

If this Agreement results in a book or other written material, then the author is free to copyright the work, but the County reserves a royalty-free, nonexclusive, perpetual, and irrevocable license to reproduce, publish, use, and to authorize others to use all copyrighted material and all material that can be copyrighted as a result of this Agreement.

31.0 PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the County for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the

invention or discovery, including rights under any patent issued on such invention or discovery, shall be disposed of and administered in order to protect the public interest.

32.0 AGREEMENT COMPLIANCE MONITORING

- 32.1 The County will monitor the City's compliance with fiscal and programmatic performance under the terms and conditions of this Agreement and applicable regulations promulgated by the HUD and Maricopa County. On-site visits for compliance monitoring may be made by either the County or its grantor agencies (or by both the County and its grantor agencies) at any time during the City's normal business hours, announced or unannounced. For auditing purposes, the County shall provide the City with a 30-calendar day advance notice of any proposed on-site visits. During an on-site visit, the City shall make all its records and accounts related to work performed under this Agreement available to the County for inspection and copying.
- 32.2 The County shall request information for monitoring/audit per Office of Management and Budget (OMB) Uniform Guidance 2 C.F.R. § 200, to include:
- 32.2.1 Financial Management 2 C.F.R. § 200.302
 - 32.2.2 Internal Controls 2 C.F.R. § 200.303
 - 32.2.3 Bonds 2 C.F.R. § 200.304
 - 32.2.4 Payment and Financial Reporting 2 C.F.R. § 200.305
 - 32.2.5 Cost Sharing or Matching 2 C.F.R. § 200.306
 - 32.2.6 Program Income 2 C.F.R. § 200.307
 - 32.2.7 Revision of Budget and Program Plans 2 C.F.R. § 200.308
 - 32.2.8 Period of Performance 2 C.F.R. § 200.309
 - 32.2.9 Insurance Coverage 2 C.F.R. § 200.310
 - 32.2.10 Record Retention and Access 2 C.F.R. § 200.31
 - 32.2.11 Procurement Standards 2 C.F.R. § 200.318
 - 32.2.12 Indirect Costs 2 C.F.R. § 200.414
 - 32.2.13 Compensation-Personal Services 2 C.F.R. § 200.430
 - 32.2.14 Audit Requirements 2 C.F.R. § 200.501-200.517

33.0 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

- 33.1 The City shall, during the term of this Agreement, immediately inform the Lead Agency in writing of any other agreement or grant, including any other agreement or grant awarded by the County, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the City to notify the County of such award shall be considered a violation of this Agreement and the County may immediately terminate this Agreement without liability.
- 33.2 The County may request, and the City will provide within a reasonable time, which shall not exceed ten (10) business days, a copy of such other agreement or grant, when in the opinion of the County the award of the Agreement or grant may affect the costs being paid or reimbursed under this Agreement.
- 33.3 If the County determines that the award to either the City of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, then the County will prepare an amendment to this Agreement effecting a cost adjustment. If the City disputes the proposed cost adjustment, then the dispute shall be resolved pursuant to the "Disputes" section contained in this Agreement.

34.0 MINIMUM WAGE REQUIREMENTS

The City warrants that it shall pay all of its employees who are engaged in either performing work or providing services under the terms of this Agreement not less than the minimum

wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, *et seq.*), by law and regulation, and, as applicable, Executive Order 13658, as amended, and as specified by Arizona law.

35.0 RECOGNITION OF DEPARTMENT SUPPORT

The City will give recognition to the County and the funding source for its support when the City publishes materials that are (or releases of public information that is) paid for either in whole or in part with funds received by the City under this Agreement.

36.0 INSURANCE

- 36.1 The City shall purchase and maintain the minimum insurance stipulated in this Agreement from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6 or higher. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company that is or companies that are authorized to do business in the State of Arizona, provided that such insurance company or companies meet the approval of the County. The form of any insurance policies and forms must be acceptable to the County.
- 36.2 All insurance required under this Agreement shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Agreement.
- 36.3 The City's insurance shall be primary insurance in respect to the County, and any insurance or self-insurance maintained by the County shall not contribute to it.
- 36.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.
- 36.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible or self-insured retentions (or both) shall not be applicable with respect to the coverage provided to the County under those policies. The City shall be solely responsible for the deductible and self-insured retention and the County, at its option, may require the City to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 36.6 The County reserves the right to request and to receive, within 10 business days, certified copies of any or all of the insurance certificates required under this Agreement. The County shall not be obligated to review either policies or endorsements (or both) or to advise the City of any deficiencies in such policies and endorsements, and such receipt shall not relieve the City from, or be deemed a waiver of the County's right to insist on strict fulfillment of the City's obligations under this Agreement.
- 36.7 The insurance policies required by this Agreement, except Workers' Compensation, shall name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions as Additional Insureds.
- 36.8 The policies required under this Agreement, except Workers' Compensation, shall contain waivers of transfer of rights of recovery (subrogation) against the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions for any claims arising out of the work or service of the City.

- 36.9 The City's policies shall stipulate that the insurance afforded the City shall be primary insurance and that any insurance carried by the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, or commissions shall be excess and not contributory insurance, as provided by A.R.S. § 41-621.
- 36.10 Coverage provided by the City shall not be limited to the liability assumed under the Indemnification provisions of this Agreement.
- 36.11 The City shall have coverage in effect at all times during the term of this Agreement in as much that is adequate to protect the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions and equipment funded under this Agreement against such losses as are set forth below. The City shall each name the County and its agents, representatives, officials, officers, directors, employees, volunteers, departments, agencies, boards, committees, and commissions as additional insured parties. The City shall provide the County with documentation of insurance coverage by furnishing the County a certificate of insurance or a certified copy of the insurance policy or other documentation.
- 36.12 The following types and amounts of insurance are required as a minimum:
- 36.12.1 Workers' Compensation according to statutory limits;
 - 36.12.2 Unemployment Insurance as required by Arizona Law;
 - 36.12.3 Public Liability, Bodily Injury, and Property Damage;
 - 36.12.3.1 General Liability, each occurrence, \$1,000,000; and
 - 36.12.3.2 Property Damage \$1,000,000; or combined single limit each occurrence \$1,000,000.00 minimum 3 Automobile and Truck Liability with minimum limits of \$1,000,000.00 per occurrence.
 - 36.12.4 Standard minimum deductible amounts are allowable. Any deductible amounts are the responsibility of the City and reimbursements, if any, under this Agreement are subject to regulatory provisions of the funding source(s) of this Agreement.
 - 36.12.5 Property or equipment purchased or furnished through funds provided under this Agreement shall be fully insured for the purchase or replacement cost of such property or equipment.
- 36.13 Certificates of Insurance:
- 36.13.1 Upon execution of this Agreement, the City shall furnish the County with valid and complete certificates of insurance or formal endorsements as required by the Agreement, issued by the City's insurer(s), as evidence that policies providing the required coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall identify this Agreement by number and title.
 - 36.13.2 Prior to commencing either work or services under this Agreement, the City shall have insurance in effect as required by this Agreement in the form provided by the County, issued by the City's insurer(s), as evidence that policies providing the coverage, conditions, and limits required by this Agreement are in full force and effect. Such certificates shall be made available to the County within ten (10) business days of request by County. BY SIGNING THIS AGREEMENT, THE CITY AGREES TO THIS REQUIREMENT AND THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS AGREEMENT.

- 36.13.3 In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the City's work or services and as evidenced by annual Certificates of Insurance.
- 36.13.4 If a policy does expire during the life of this Agreement, then a renewal certificate must be sent to the County fifteen (15) business days prior to the expiration date.
- 36.14 Cancellation and Expiration Notice:
Insurance required under this Agreement shall not be permitted to expire, be canceled, or materially changed without thirty (30) business days prior, written notice to the County.
- 36.15 Subcontractors:
Either the City's certificate(s) shall include all Subcontractors as insureds under its policies or the City shall furnish to the County separate certificates for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 36.16 Approval:
Any modifications or variations from the insurance requirements in this Agreement must have prior approval from the County whose decision shall be final. Such action will require a formal Amendment and must be approved and signed by both Parties.
- 36.17 Exceptions:
In the event the City, or a Subcontractor is a public entity, the Insurance Requirements shall not apply to such public entity. Such public entity shall provide a Certificate of Self-Insurance.

37.0 GRIEVANCE PROCEDURE

The City shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the City's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the County if the grievance is not satisfied at the City's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

38.0 NONDISCRIMINATION

The City, in connection with any service or other activity under this Agreement, shall not in any way discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The City shall include this clause in all its Subcontracts.

39.0 EQUAL EMPLOYMENT OPPORTUNITY

- 39.1 The City shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex, or national origin.
- 39.2 The City shall each take affirmative action to ensure applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex, or national origin. Such action shall include but is not limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 39.3 The City shall, to the extent the following provisions apply, comply with:
- 39.3.1 Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, *et seq.*);
 - 39.3.2 the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, *et seq.*);
 - 39.3.3 the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, *et seq.*);
 - 39.3.4 the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, *et seq.*); and
 - 39.3.5 Arizona Executive Order 2009-09, as amended, *et seq.* which mandates that all persons shall have equal access to employment opportunities.

40.0 DISABILITY REQUIREMENTS

The City agrees that any electronic or information technology offered under this Agreement shall comply with Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

41.0 UNIFORM ADMINISTRATIVE REQUIREMENTS

The City agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in 2 C.F.R. §§ 200, *et seq.*

42.0 FINANCIAL MANAGEMENT

The City shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in such bank account shall be commingled. All interest earned on such an account shall be disposed of in a manner specified by the County in accordance with applicable state and federal regulations. The City shall provide a signed bank account agreement authorizing the County to obtain information about the account. If an accounting system is used, then it shall be in accordance with generally accepted accounting principles.

43.0 RETENTION OF RECORDS

- 43.1 This provision applies to all financial and programmatic records, supporting documents, statistical records, and other records of the City that are related to this Agreement.
- 43.2 The City shall retain all records related to this Agreement for a minimum of six (6) years after final payment or until after the resolution of any audit questions, which could be more than six (6) years, whichever is longer, or for the Period of Affordability imposed by deed restrictions. The County, federal and state auditors, and any other persons duly authorized by the County, shall have full access to, and the right to examine, copy, and make use of any and all of the records.

44.0 ADEQUACY OF RECORDS

If the City's books, records, and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, then the City shall reimburse the County for the services not supported and documented.

45.0 COMPETITIVE BID REQUIREMENTS**45.1 Equipment**

The City shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost in accordance with the following competitive bidding system:

45.1.1 Procurements less than \$3,000 (micro-purchases) are exempt from needing competitive quotes.

45.1.2 Procurements exceeding an aggregate amount of \$3,000 shall be approved by the County. At least three (3) bidders shall be solicited to submit written quotations. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

45.2 Supplies

The City shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and in accordance with a system of written quotes whenever the price is expected to be greater than \$300 unless the City obtains the County's prior written approval to purchase supplies by an alternate method.

45.3 Minority, Women, and Small Business Enterprises

The City shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

45.4 Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions section of this Agreement.

46.0 PROPERTY

Any property furnished or purchased under the terms of this Agreement shall be utilized, maintained, repaired, and accounted for in accordance with instructions furnished by the County and shall revert to the County upon termination of this Agreement unless the County determines otherwise. The costs to repair such property are the responsibility of the City within the limits budgeted under this Agreement. Repair costs beyond the budgeted amount shall be approved by the County.

47.0 IMMIGRATION LAWS AND REGULATIONS**47.1 Federal Immigration and Nationality Act**

47.1.1 The City understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (IRCA). The City agrees to comply with the IRCA in performing under this Agreement and to permit the other Parties to inspect personnel records to verify such compliance.

47.1.2 The City warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The City shall obtain statements from its Subcontractors certifying compliance and shall furnish the statements to the Assistant Director upon request. These warranties shall remain in effect through the term of this Agreement. The City and its Subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act for all employees performing work under the Agreement. I-9 forms are available for download at USCIS.GOV.

47.1.3 The County may request verification of compliance for any employees or Subcontractors performing work under this Agreement. Should the County either suspect or find that the City or any of its Subcontractors are not in compliance, then the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of this Agreement for default, and suspension or debarment (or both) of the City. All costs necessary to verify compliance are the responsibility of the City and its Subcontractor(s).

47.2 Arizona Law

47.2.1 The City warrants that it will comply with A.R.S. § 41-4401 (e-verify requirements) and further acknowledge that:

47.2.2 The City and its Subcontractors and Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;

47.2.3 A breach of a warranty under Sub-subparagraphs 47.2.1 and 47.2.2 above shall be deemed a material breach of this Agreement and the County may immediately terminate this Agreement without liability; and

47.2.4 The County and any contracting government entities retain the legal right to inspect the papers and employment records of any employees of the City and its Subcontractors and Vendors who work on this Agreement to ensure that the City and its Subcontractors and Vendors are complying with the warranty provided under Sub-subparagraphs 47.2.1 and 47.2.2 above and that the City agrees to make all papers and employment records of such employee(s) available during normal working hours in order to facilitate such an inspection.

48.0 GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The City is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

49.0 EMPLOYMENT DISCLAIMER

49.1 This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership, or other formal business association or organization of any kind amongst the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

49.2 The Parties agree that no individuals performing activities under this Agreement on behalf the City are to be considered a County employee, and no rights of County civil service, County retirement, or County personnel rules shall accrue to such individuals. The City shall have total responsibility for all its salaries, wages, bonuses, retirement, withholdings, workers' compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall defend and hold the County harmless with respect thereto.

50.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

50.1 The undersigned individuals, by signing and submitting this Agreement have the authority to certify the City to the terms, representations, and warranties of this Certification. The City, defined as the primary participant in accordance with 2 C.F.R. Part 376, certifies to the best of its knowledge and belief that it and its principals:

- 50.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- 50.1.2 have not, within a 3-year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of any federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 50.1.3 are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with the commission of any of the offenses enumerated in Subparagraph 51.1.2 of this certification;
- 50.1.4 have not, within a 3-year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default;
- 50.1.5 shall immediately notify the County if, at any time during the term of this Agreement, they are debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement; and
- 50.1.6 shall not enter into a Subcontract or sub-recipient agreement with any person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The County may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
- 50.2 The City shall include, without modification, this Certification's language, titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion" in all agreements with other contractors, in all lower tier covered transactions, and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.
- 50.3 Should the City not be able to provide this Certification, an explanation as to why shall be immediately provided to the County, Attention: Housing and Community Development Assistant Director, 234 North Central Avenue, Third Floor, Phoenix, Arizona 85004.

51.0 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS

- 51.1 The City agrees that this Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by Section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and Section 3.908 of the Federal Acquisition Regulation;
- 51.2 The City shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in Section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by the City and copies provided to the County upon request; and
- 51.3 The City shall insert the substance of this clause, including this Subparagraph, in all Subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

52.0 WRITTEN CERTIFICATION IN ACCORDANCE WITH A.R.S. § 35-393.01

If the City engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, then the City certifies it is not currently engaging in and agrees for the duration of this Agreement not to engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

53.0 SURVIVAL

The indemnification, hold harmless, defense, and non-liability provisions of this Agreement shall have full force and effect notwithstanding any other provisions in this Agreement and shall survive the termination or expiration of this Agreement.

SECTION 2
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

1.0 STANDARDS

The City shall perform the work and provide the services identified in the Work Statement and shall immediately notify the County whenever the City is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The City acknowledges that any inability to perform the work and provide the services, or comply with the standards, set forth in this Agreement may subject the City to the remedies provided in the Default and Remedies for Noncompliance established in the General Provisions.

2.0 COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties to it are subject to all applicable federal, state, or local laws, rules, and regulations. The City shall comply with all applicable laws, rules, and regulations, without limitation to those designated within this Agreement.

3.0 COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

3.1 The City shall comply with state and other laws regarding eligibility for public benefits, including A.R.S. §§ 1-501 and 1-502, which state that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

3.1.1 All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.

3.1.2 All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.

3.1.3 The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements listed above.

3.1.4 Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law.

3.1.5 Federal public benefits are defined in A.R.S. § 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.

3.1.6 State or local public benefits are defined in A.R.S. § 1-502 as any grant, contract, loan, professional license, or commercial license provide by an agency of the state or local government or by appropriated funds of a state or local government; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of a state or local government or by appropriated funds of a state or local government.

3.2 Programs, services, or assistance (such as soup kitchens, crisis counseling and intervention, and short-term shelter) that meet the following conditions are exempt from A.R.S. §§ 1-501 and 1-502:

- 3.2.1 deliver in-kind services at the community level, including through public or private nonprofit agencies;
- 3.2.2 do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
- 3.2.3 are necessary for the protection of life or safety.

4.0 AUDIT REQUIREMENTS

The City shall, at its own expense, file with the Human Services Department, Housing and Community Development Division, by March 30th of each year, either audited financial statements prepared in accordance with federal single audit requirements, or financial statements of the HOME Program prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

5.0 SPECIAL FEDERAL AND PROJECT PROVISIONS

In accordance with HUD HOME Program regulations, the City agrees to use HOME funds pursuant to the Five-Year Consolidated Plan and the Annual Action Plan as approved by HUD and all requirements of 24 C.F.R. § 92. The City will require that this requirement be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Subcontractors and Vendors shall certify and disclose accordingly. The Annual Action Plan is hereby incorporated by reference into this Agreement. The Project activities are described in Section 3 (Work Statement). The City shall be responsible to provide reports of all activities related to the Work Statement. The City agrees to submit to the County the following reports:

- 5.1 **Program Income Report:** If applicable, due annually on March 31st.
- 5.2 **Quarterly Performance Reports:** due on the 15th of January, April, July, and October of the preceding three (3) months (i.e., the July report covers the months of April, May, and June). Reports shall address all Project activities described in the Work Statement. Failure to submit timely Quarterly Performance Reports will result in suspension of reimbursement of funds requested until all reports are brought current.
- 5.3 **Request for Reimbursements:** The Request for Reimbursement Form must include all supporting documentation, and a Match Log. The City will complete the documents and submit them to the County for approval.
- 5.4 **HOME Setup Reports:** due within one (1) year after the date this Agreement is fully executed. According to 24 C.F.R. § 92.250 (b): Before Setup Reports are submitted, the City must evaluate the Project in accordance with guidelines that the City has adopted for determining a reasonable level of profit or return on its investment in the Project and must not commit or invest any more HOME funds, alone or in combination with other governmental assistance, than are necessary to provide quality affordable housing that is financially viable for a reasonable period (at a minimum, the Period of Affordability in accordance with 24 C.F.R. §§ 92.252 and 92.254) and that will not provide a profit or return on the City's investment that exceeds the City's established standards for the size, type, and complexity of the Project.
- 5.5 **HOME Completion Report:** due no later than sixty (60) days after final payment is requested. The HOME Completion Report must include all required documents as described in this Agreement. Within ten (10) business days after receipt of the HOME Completion Report, the County will enter the Project completion data into the HUD Exchange Integrated Disbursement and Information System (IDIS). The

date the HOME Completion Report is entered into IDIS is the date the affordability period commences for each activity.

5.6 **Initial Request for Reimbursement form:** with required documentation for each activity is due within 45 (forty-five) days after submitting a HOME Setup Report.

5.7 **Other HUD:** required reporting data as applicable.

6.0 PROGRAM INCOME

Program Income may be retained and used by the City for HOME-eligible activities that benefit low-income families, as outlined in 24 C.F.R. § 92. Any Program Income received by the City must be retained and reported by the County in the following year's Annual Action Plan. The City will report to the County by March 31st of each year the amount of HOME Program Income received during the period of April 1st to March 31st. Maricopa County then will report the Program Income funds to HUD in the HOME Consortium's Annual Action Plan, designating the activity type for which the Program Income will be expended.

7.0 REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS

Upon expiration of this Agreement, any real property under the City's control that was acquired or improved in whole or in part with HOME funds must be occupied by low- or very-low income households (or both) and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded deed restrictions. The option to use deed restrictions must include a Period of Affordability as set forth in 24 C.F.R. §§ 92.252 and 92.254.

8.0 FIRST TIME HOMEBUYER DOWN PAYMENT ASSISTANCE PROGRAM

Eligible costs are for down payment, closing costs ,and/or principal reduction of up to \$30,000 as may be needed to ensure the home is affordable and in accordance with 24 C.F.R. § 92.254.

9.0 DE-OBLIGATION

The County may de-obligate funds under this Agreement under any one or more of the following circumstances upon written notice to the City:

9.1 The City completes performance under the Work Statement without using all funds provided by the County under this Agreement;

9.2 A Program activity under the Work Statement is cancelled or changed for reasons other than non-performance; or

9.3 This Agreement has been terminated.

10.0 REDUCTION IN FUNDS

The County, through an Amendment, may reduce Agreement funds under either or both of the following circumstances:

10.1 The County determines that the City failed to utilize the funds provided by this Agreement in compliance with the terms and conditions outlined herein; or

10.2 The City failed to perform in accordance with Section 3 (Work Statement) and identified timelines.

11.0 REPAYMENT OF FUNDS

The City shall repay funds that are defined as unallowable costs under applicable laws and regulations. This repayment obligation extends to, but is not limited to, questioned costs identified in either a monitoring review or Single-Audit report. Repayment of funds

is required by HUD for failed projects during the Period of Affordability for Projects financed under this Agreement. The County may specify in writing the terms of the repayment or alternative terms in lieu of repayment. However, in no case shall repayment or alternative terms be accomplished later than one hundred eighty (180) calendar days following the written determination by the County of noncompliance.

12.0 ADMINISTRATIVE REQUIREMENTS

12.1 The County is responsible for ensuring HUD HOME Program funds are administered in accordance with the HOME regulations, 24 C.F.R. §§ 92, *et seq.* The County shall monitor the City's activities to ensure compliance with the following:

12.1.1 FINANCIAL RECORDS: accounting system and financial records comply with the applicable requirements and standards of 2 C.F.R. 200, *et seq.* and are subject to monitoring from time to time by either the County or by HUD.

12.1.1.1 The City agrees to adhere to accounting principles and procedures, to utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The City further agrees to maintain an adequate accounting system that provides for appropriate grant accounting.

12.1.1.2 The City shall adhere to applicable audit requirements as described in, and in accordance with, 2 C.F.R. §§ 200, *et seq.* In addition, the City must provide annual single-audit reports or annual audited financial statements to the County.

12.1.1.3 The City shall adhere to the repayment of investment requirements set forth in 24 C.F.R. § 92.503. Any HOME Funds invested in housing that do not meet the affordability requirements for the period specified in either 24 C.F.R. § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 C.F.R. § 92.503(b)(3).

12.1.2 DOCUMENTATION AND RECORD KEEPING

12.1.2.1 Records to be Maintained: The City shall maintain all records required by the federal regulations specified in 24 C.F.R. § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include, but not be limited to, records:

12.1.2.1.1 Providing a full description of each activity undertaken and its impact;

12.1.2.1.2 Required to determine the eligibility of activities;

12.1.2.1.3 Demonstrating compliance with environmental review requirements;

12.1.2.1.4 Required to document the acquisition, improvement, use, or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);

12.1.2.1.5 Demonstrating citizen participation;

- 12.1.2.1.6 Demonstrating compliance regarding acquisitions, displacement, relocation, and replacement housing;
- 12.1.2.1.7 Demonstrating continuing compliance for all activities and compliance with Recapture provisions of the affordability standards;
- 12.1.2.1.8 Documenting compliance with the fair housing and equal opportunity components of the HOME Program;
- 12.1.2.1.9 Required by 24 C.F.R. § 570.502, 2 C.F.R. §§ 200, *et seq.*, and OMB Circulars;
- 12.1.2.1.10 Other records necessary to document compliance with HOME Program requirements;
- 12.1.2.1.11 Documenting compliance with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 C.F.R. § 135;
- 12.1.2.1.12 Demonstrating compliance with deeds of trust, promissory notes, and forgivable loans;
- 12.1.2.1.13 Supporting that the City has maintained client data demonstrating all clients served have met the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low-income persons or groups and that no conflict of interest exists, as described in 24 C.F.R. § 92.356;
- 12.1.2.1.14 Documenting compliance with underwriting and subsidy layering requirements, including the requirement that the City will not invest any more HOME funds in combination with other federal assistance than is necessary to provide affordable housing, as described in 24 C.F.R. § 92.250 and further described in HUD Notice CPD 15-11; and,
- 12.1.2.1.15 Demonstrating compliance with federal, state, and local laws and regulations, including compliance with A.R.S. §§ 1-501 and 1-502.
- 12.1.2.2 Outcome Measures – The City shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
- 12.1.2.3 Disclosure – The City understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County's or the City's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service.

- 12.1.2.4 Program Activity Reports – Such reports as required by the County including, but not limited to, HOME Setup/Completion Reports, Quarterly Performance Reports, annual Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data, as applicable, shall be submitted at the completion of each Program that is described under the Work Statement.
- 12.1.2.5 Audits and Inspections – All of the City's records with respect to any matters covered by this Agreement shall be made available to the County, its designees, and the federal government, at any time during normal business hours, as often as the County deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports shall be addressed by the City within 45 days after receipt by the City. Failure of the City to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Annual Audit requirement is applicable to all levels of funding received by the City under this Agreement, even if the level of funding is less than the current thresholds cited in 2 C.F.R. § 200.501.
- 12.1.2.6 Performance Monitoring – The County will monitor the City to determine whether HOME funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the City against goals and performance standards required in this Agreement. The City shall ensure that all required files and documentation are available at scheduled monitoring visits. The failure of the City to administer, implement, and perform as determined by federal regulations and by the County shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.

13.0 ENVIRONMENTAL REVIEW CONDITIONS

- 13.1 Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice-limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the County prior to receiving a written release of HOME funds to the City. Exempt activities described in 24 C.F.R. § 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, then neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities until either HUD or the County provides the City with written authorization based on approval of an ERR.
- 13.2 An option agreement (to purchase land or a single-family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use funds based

on the completion of the ERR. The cost of the option must be a nominal portion of the purchase price.

13.2.1 The City agrees to comply with: The National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 C.F.R. Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 C.F.R. Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements; and all conditions required in the process of the environmental assessment.

13.2.2 Air and Water - The City shall comply with the following requirements insofar as they apply to the performance of this Agreement:

13.2.2.1 Clean Air Act, 42 U.S.C. § 7401, *et seq.*, as amended.

13.2.2.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, and all regulations and guidelines issued thereunder.

13.2.2.3 Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. § 50, as amended.

13.2.2.4 The City agrees to comply with conditions set forth by the Air Quality Department or other County agency, as required.

13.2.2.5 Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. § 4001), the City shall ensure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The City shall require the homeowner to obtain and maintain flood insurance as a condition of funding, or funds shall not be utilized.

13.2.2.6 Historic Preservation – The City shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966 (16 U.S.C. § 470) and the procedures set forth in 36 C.F.R. § 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

13.2.2.7 Release of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The ERR must be completed before any funds are obligated. Funding also is conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate ERR and ROF shall rest with the County. It is the responsibility of the City to notify the County and to refrain from making any commitments and expenditures on a site until a ROF has been issued by the County. Failure to meet these conditions will mean that requested funds will not be disbursed.

14.0 ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS

- 14.1 The City agrees to undertake the same obligations as the County has undertaken to HUD pursuant to the County's Annual Action Plan (included in this Agreement by reference) and shall adhere to the federal Certifications referenced below, including Attachment 1 - Certification for a Drug-Free Workplace (HUD form 50070) and Attachment 2 - Certification of Payments to Influence Federal Transactions (HUD form 50071). The City shall hold the County harmless, defend, and indemnify the County against any damages or other liabilities that the County may incur with respect to HUD as a result of any failures on the part of the City.
- 14.2 The City agrees:
- 14.2.1 To ensure that the total HOME investment in each unit does not exceed the maximum per unit subsidy (24 C.F.R. § 92.250) for the area in which the property is located. This limit is updated annually. Refer to Attachment 3 of this Agreement.
 - 14.2.2 To ensure that the Period of Affordability imposed on the Project reflects the per unit subsidy limit.
 - 14.2.3 To ensure that the annual Homeownership Value Limits are not exceeded. HOME funds for homebuyer assistance or single-family rehabilitation Projects must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County. These limits apply to homeownership units assisted with HOME funds for the following single-family activity types: new housing construction for resale; homebuyer assistance; acquisition with rehabilitation for resale; and owner-occupied housing rehabilitation. This limit is updated annually. Refer to Attachment 3 of this Agreement.
 - 14.2.4 To utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability and Stability Act (24 C.F.R. §§ 92.350-92.454), which include:
 - 14.2.5 Implementation of the Fair Housing Act, (42 C.F.R. §§ 3601-3620), and implementing regulations at 24 C.F.R. § 100 (discriminatory conduct under the Fair Housing Act), Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (leadership and coordination of fair housing in federal programs) (3 C.F.R. §§ 1958-1963 Comp., p. 652 and 3 C.F.R. § 1980, Comp. p. 307) and implementing regulations at 24 C.F.R. Part 107 (nondiscrimination and equal opportunity in housing under Executive Order 11063), and Title VI of the Civil Rights Act of 1964 (42 U. S. C. §§ 2000d, *et seq.*), and implementing regulations at 24 C.F.R. Part 1 (Nondiscrimination in Federally Assisted Programs of HUD);
 - 14.2.6 Affirmatively further fair housing, which includes taking appropriate actions to overcome the effects of any impediments identified in the County's "Analysis of Impediments to Fair Housing Choice" and maintain records reflecting any actions taken in regard to fair housing;
 - 14.2.7 Adhere to Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency) in accordance with Title VI of the Civil Rights Act of 1964;

- 14.2.8 Implementation of the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101, *et seq.*) and the regulations at 24 C.F.R. § 146 (nondiscrimination on the basis of age in HUD programs or activities receiving federal financial assistance);
- 14.2.9 Implementation of the prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §§ 794, *et seq.*) and implementing regulations at 24 C.F.R. § 8 (nondiscrimination based on handicap in federally assisted programs and activities of HUD) and the Americans with Disabilities Act 1990 (42 U.S.C. §§ 12101, *et seq.*);
- 14.2.10 Adhere to the requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 C.F.R. Chapter 60 (3 C.F.R. §§ 1964-65, Comp, p. 339);
- 14.2.11 Implementation of the requirements of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1702u) (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities);
- 14.2.12 Implementation of the requirements of Executive Orders 11625 and 12432 regarding MBE development and 12138 regarding WBE, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability and Stability Act; and
- 14.2.13 Implementation of the requirements of the HUD 246 Rule (24 C.F.R. Part 5 Final Rule 5863) to ensure equal access to housing and services regardless of gender identity.
- 14.3 The City agrees that it will prepare and adopt acceptable procedures and requirements for affirmatively marketing units funded under the HOME Program, when HOME Program-assisted housing contains five (5) or more rental units, by providing information about the availability of HOME Program-assisted units that are vacant at the time of completion or that later become vacant. The City shall make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the Period of Affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
- 14.4 HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
- 14.5 The County, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 C.F.R. § 58 (environmental review procedures for entities assuming HUD environmental responsibilities). The County will assume the responsibilities for the Request for Release of Funds. The City shall not commit or incur expenditures for HOME activities until the environmental review process has been completed. Should it be determined that the City incurred expenses in violation of the NEPA requirements, the City will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The City

shall provide all necessary assistance to the County in completing this environmental review process.

- 14.6 The City agrees to comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 C.F.R. Part 24; and follow a residential anti-displacement and relocation assistance plan required under §104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding as they apply to the HOME Program.
- 14.7 The City shall comply with the Davis-Bacon Act (40 U.S.C. §§ 276a, *et seq.*), Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327, *et seq.*) related acts, and the provisions of 24 C.F.R. § 24 regarding Government Debarment and Suspension as they apply to this HOME Program.
- 14.8 The City shall comply with the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001, *et seq.*) as it applies to this HOME Program.
- 14.9 The City shall comply with the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
- 14.10 Housing assisted with HOME Program funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801, *et seq.*) and is therefore subject to 24 C.F.R. § 35.
- 14.11 No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds or who is in a position in a decision making process or gains inside information with regard to these activities, may obtain a financial interest or benefit from a HOME-assisted activity, either for himself/herself or those whom the person has family or business ties, during his/her tenure or for one year thereafter.

15.0 SUBCONTRACTS AND VENDORS

- 15.1 Approvals – Unless expressly authorized in this Agreement, exempt activities such as architectural, engineering, and administration may not be undertaken and reimbursed by the County prior to receipt of HUD Request Release of Funds (RROF). Exempt activities described in 24 C.F.R. § 58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise, the City shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair, or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs entered into by Subcontract with any agency or individual in the performance of this Program that are not exempt activities without Release of Funds (ROF) from the County prior to the execution of such Agreement.
- 15.2 DUNS Number – All Subcontractors shall have a valid DUNS number and an active profile in the federal System for Award Management, or SAM.
- 15.3 Fees – The City and all Subcontractors under this Agreement shall not charge servicing, origination, or other fees for the costs of administering the HOME Program, except as permitted by 24 C.F.R. § 92.214(b)(1).
- 15.4 Selection Process – The City shall ensure that all Subcontracts in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all Subcontracts shall be forwarded to the County along with documentation, if requested, concerning the selection process.

- 15.5 Section 3 of the Housing and Urban Development Act of 1968 – The City shall include the Section 3 clause in every Subcontract and shall take appropriate action pursuant to the Subcontract upon a finding that a Subcontractor is in violation of regulations issued by HUD. The City shall not subcontract with any entity where the City has notice or knowledge that the entity has been found in violation of the regulations under 24 C.F.R. § 135. The City has the responsibility of determining Section 3 eligibility.
- 15.6 Monitoring – The City shall monitor/review all subcontracted services to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Performance Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.

16.0 THE COUNTY CERTIFIES

- 16.1 That a public purpose is served by the County contracting for activities identified in Section 3 (Work Statement).
- 16.2 That the HOME Program funds designated for the Work Statement activities constitute reasonable and prudent assistance.

17.0 THE CITY AGREES TO

- 17.1 Complete and submit to the County all Environmental Reviews (ERs) in a timely manner.
- 17.2 Submit all Requests for Reimbursements and Amendments to the County in a timely manner.
- 17.3 Keep the Maricopa HOME Consortium informed of progress toward goals.
- 17.4 Serve as the lien holder for all real estate developed, if applicable.
- 17.5 Provide, at the completion of the Project, a close out memo detailing the on-going HOME requirements and responsibilities for the affordability period.

18.0 PROGRAM COMPLETION

- 18.1 Upon completion of the Agreement activities, any Agreement funds not expended shall be retained by the County for reallocation as defined by the Maricopa HOME Consortium Policies and Procedures.
- 18.2 The disposition of any property purchased during the term of this Agreement shall follow Section 1 (General Provisions), Paragraph 47.0 (Property).
- 18.3 The City shall continue to be responsible for compliance activities until all HOME Program requirements and contractual obligations are met, including affordability restrictions. The City's obligations shall not end until all close-out requirements are completed. The County will notify the City in writing that a Completion Report is due to the County within sixty (60) days after one of the following occurrences:
 - 18.3.1 Funds have been expended for the activity;
 - 18.3.2 The Work Statement has been completed;
 - 18.3.3 This Agreement has expired; or
 - 18.3.4 The Agreement has otherwise been terminated.
- 18.4 Following the receipt and approval of the Completion Report for each activity, the County will notify the City in writing that each activity is closed. In compliance with 24 C.F.R. § 92.502(d), all Project completion data shall be entered into IDIS by the County within 120 days after the final drawdown. Project completion means Projects have all necessary title transfer and construction work completed, Projects comply with HOME requirements including property standards set forth at 24 C.F.R. § 92.251, the final draw has been disbursed, and the projection completion data has been entered into IDIS.

- 18.5 For the purposes of a rental Project, the following shall apply:
- 18.5.1 The Project shall be completed when the site receives a Certificate of Occupancy;
 - 18.5.2 It is not required for a beneficiary to be identified for the Project to be considered complete. Vacant rental units may be marked as vacant when completion data is entered into IDIS.
 - 18.5.3 If any rental unit remains unoccupied six (6) months after the date of Project completion, the City must provide the County information about marketing efforts to place occupants in the unit and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible.
 - 18.5.4 Within eighteen (18) months after the date of Project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible beneficiary (or beneficiaries), the City shall be required to repay all HOME funds invested in the unit.

19.0 FAILURE TO MAKE PROGRESS

- 19.1 The failure of the City to make progress according to the Work Statement may result in the termination of this Agreement, or de-obligation of funds. The City agrees to meet with the County at the site at which the funded activity is to take place to discuss progress and allow the County to provide technical assistance if:
- 19.1.1 The City fails to complete an Environmental Review pursuant to Section 2 (Special Provision) Paragraph 13.0 (Environmental Review Conditions) within one hundred and eighty (180) calendar days after the date this Agreement is executed.
 - 19.1.2 The City fails to commit funds to a specific local Project in accordance with the terms of this Agreement within eighteen (18) months after the date of full execution of this Agreement. Commit for the purposes of this Paragraph shall have the same meaning as in 24 C.F.R. § 92.2(2)(i)-(iii).
 - 19.1.3 The City fails to expend HOME funds in performance of Project activities in accordance with the terms of this Agreement within twenty-four (24) months after the date of full execution of this Agreement.
 - 19.1.4 Within six (6) months after the date of Project completion, if a unit remains unoccupied, then the City must provide the County information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of Project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, then HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low-, or very low-income household has not met the purpose of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the County with early notice of any units at risk of going unoccupied as described in 24 C.F.R. § 92.252.
- 19.2 The County will terminate this Agreement and de-obligate funds, if the City does not perform the activities described in the Work Statement of this Agreement. The County, in its sole discretion, may forgo providing technical assistance and require repayment of funds as outlined in this Agreement under Section 1 (General Provisions), Paragraph 5.0 (Termination), or terminate the Agreement for cause under Section 1 (General Provisions), Paragraph 5.0 (Termination).

20.0 GENERAL CONDITIONS

Administrative Change Orders – The Chairman of the Board of Supervisors is authorized upon the recommendation of the Human Services Department Director and Legal Counsel to make changes within the general scope of the Agreement on behalf of the County through Administrative Change Orders. Administrative Change Orders shall be approved and fully executed by the Chairman of the Board of Supervisors and the authorized representative for the City.

20.1 Administrative Change Orders may address any of the following areas:

20.1.1 Modifications to the Project timeline if the last day of the Project timeline is within the Agreement term;

20.1.2 Modifications to Budget line items if the Agreement Amount remains unchanged;

20.1.3 Modifications required by federal, state, or County regulations, ordinances, or policies;

20.1.4 Modifications to administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies, or requirements; and

20.1.5 Modifications to Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or by local regulations, policies, or requirements.

20.2 It is the responsibility of the City to ensure the latest documents are consulted and followed.

21.0 REVERSION OF ASSETS

Unexpended funds must be de-obligated and returned to the County for reallocation. At the expiration of this Agreement, the County, upon recommendation of the Maricopa HOME Consortium staff, may reallocate any unencumbered funds per the Consortium reallocation policy, as stated in the Maricopa HOME Consortium Intergovernmental Three-year Cooperative Agreement. A written letter to de-obligate funds will be sent to the City from the County a minimum of ninety (90) calendar days prior to termination of this Agreement.

22.0 VIOLENCE AGAINST WOMEN REAUTHORIZATION ACT of 2013

The City must comply with VAWA 2013, which applies to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation, and which must be applied consistent with all nondiscrimination and fair housing requirements. The City must meet the requirements as specified in 24 C.F.R. § 92.359. The City must give a Notice of Occupancy Rights to tenants and applicants to ensure they are aware of their rights under VAWA, maintain an emergency transfer plan, and document incidents of domestic violence, dating violence, sexual assault, and stalking.

SECTION 3
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

MARICOPA COUNTY
Work Statement-Homebuyer Assistance
HOME Investment Partnerships Program
Program Year 2020

Consortium Member: City of Avondale, Arizona

Project: Homebuyer Assistance

FY 2020-2021 HOME Funds: \$206,370

Type of Property: Single-Family

1. DETAILED SCOPE OF WORK:

- 1.1. This activity supports the Consolidated Plan goal to expand affordable housing by providing direct financial assistance to income-qualified homebuyers. Down payment assistance is the number one goal under the Consolidated Plan.
- 1.2. Type of assistance/activity to be provided with HOME funds: The City will provide down payment, closing costs, principal reduction, and other appropriate assistance to eligible first-time homebuyers who wish to purchase a single-family property in the City.
- 1.3. Methods and instruments used for ensuring affordability: The City will secure HOME funds with a Deed of Trust and Promissory Note, or other appropriate lien document(s) approved by the City. These documents will include a Recapture provision per the HOME regulations. The amount of Recaptured Proceeds will be prorated over the term of the loan, and as such, be payable in full to the City should the borrower sell, refinance with cash out, or no longer occupy the property as his/her/their primary residence within the Period of Affordability.
- 1.4. Anticipated use of Recaptured Proceeds: Recaptured Proceeds will be used for administration and additional HOME-eligible projects per the HOME regulations.

2. OBJECTIVES AND OUTCOMES:

	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	☐ Single-Family Housing Rehab and Emergency Rehab, Homebuyer Assistance	☒ Homebuyer Activities, Acquisition/Rehab of rental housing, Acquisition/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	☐ Housing Activities in a targeted revitalization area

3. LOGIC MODEL: PERFORMANCE INDICATORS:

INPUTS/ RESOURCES In order to accomplish proposed activities, the subrecipient will need the following:	ACTIVITIES In order to address the issue, the Subrecipient will conduct the following activities:	OUTPUTS Once completed, these activities will produce the following:	OUTCOMES When completed, these activities will lead to the following changes:	IMPACT Long term changes:
HOME funding	A non-profit Subrecipient will provide eligibility qualification (including income), housing counseling/homebuyer education, property inspections, purchase contract review, lien documentation and preparation, and coordination with lenders, title companies, buyers, and Realtors. The City will complete the environmental reviews.	Expand affordable housing opportunities.	Low-income families become first time homebuyers.	Stable neighborhoods.

4. PROPOSED BENEFICIARIES:

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>HOME Assisted</u> Units in program (if rental)
Households at or below 50%			
Households at or below 60%			
Households at or below 80%	6	6	
TOTAL	6	6	

5. PRIORITY POPULATIONS:

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	
Physically Disabled	
Other Priority Populations: Veterans	

6. PERFORMANCE REPORTING GOALS-TIMELINE OF ACTIVITIES:

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Applicant eligibility (units 1-3)	2/15/2021	9/30/2021
Environmental Reviews	6/30/2021	9/30/2021
Units passes HQS inspection	7/15/2021	10/30/2021
Underwriting & private financing secured	7/30/2021	10/30/2021
Close of escrow & occupancy by LMI households	10/15/2021	12/31/2021
Project funding drawdown and Completion Reports submitted to County	1/31/2022	3/31/2022
Applicant eligibility (units 4-6)	2/15/2021	9/30/2022
Environmental Reviews	6/30/2022	9/30/2022
Units pass HQS inspection	7/15/2022	10/30/2022
Underwriting & private financing secured	7/30/2022	10/30/2022
Close of escrow & occupancy by LMI households	10/15/2022	12/31/2022
Project funding drawdown and Completion Reports submitted to County	1/31/2023	3/31/2023

Any changes to the Timeline will need to be submitted to and approved by the County.

7. ACTIVITY BUDGET SUMMARY:

RENTAL COSTS	PY 2020 HOME FUNDS	Additional Sources* (defined in Table 8)	TOTAL COST
Down payment assistance	\$193,472		\$193,472
Private Loans		\$1,366,200	\$1,366,200
Buyers Contributions		\$13,800	\$13,800
Administration	\$12,898		\$12,898
TOTAL	\$206,370	1,380,000	\$1,586,370

8. SOURCE AND AMOUNT OF OTHER RESOURCES:

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
Local lenders	\$1,366,200	
Buyer Contributions	\$13,800	
TOTALS	\$1,380,000	

9. MATCH*:

Match commitment must equal 25% of the HOME funds requested. Documentation is due at the time of request for payment(s). Match Logs must be submitted annually by June 30th of each year.

TYPE	SOURCE/FUNDING AGENCY	TOTAL
Cash or cash equivalents from a non-federal source	City of Avondale General funds	\$48,368
Value of waived taxes, fees or charges associated with HOME projects		
Value of waived taxes, fees or charges associated with Affordable Housing Development projects		
Value of donated land or real property		
Cost of infrastructure improvements associated with HOME projects		
Percentage of proceeds from single- or multi-family state housing bonds		
Value of donated materials, equipment, labor, and professional services		
Sweat equity		
TOTAL		\$48,368

* Per CARES Act waiver the City will not be obligated to, nor will it provide, match for HOME funds expended between October 1, 2019, and September 30, 2021.

SECTION 4
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

1.0 COMPENSATION

- 1.1 The City will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 C.F.R. § 92.300 and not specifically prohibited under 24 C.F.R. § 92.214 (Prohibited Activities and Fees).
- 1.2 The City shall be reimbursed utilizing the Catalog of Federal Domestic Assistance (CFDA): 14.239, HOME Investment Partnerships Program provided to the County through the U.S. Department of Housing and Urban Development (HUD).
- 1.3 Subject to the availability and authorization of funds for the explicit purposes set forth below, the County will compensate for services rendered as indicated in the following Subparagraphs.
- 1.4 The City shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days after drawing down) to cover subsequent requests for reimbursement. Any excess funds must be returned to the County within 30 calendar days after receipt. The City also must return to the County any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 calendar days after the funds have been draw down.

2.0 METHOD OF PAYMENT

- 2.1 The City agrees to submit reimbursement requests utilizing the approved Reimbursement Request Form to the County, along with the Match Log Certification Form. The City may request funds only after it has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for Project activities. Requests for reimbursement must be made using the County approved format.
- 2.2 The City may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount needed.
- 2.3 All Program Income funds reported in the Annual Action Plan to be expended on activities outlined in this Agreement must be disbursed before the City requests HOME Entitlement funds from the County.
- 2.4 The County agrees to reimburse the City for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by the City of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by the County is not to be construed as final if HUD disallows reimbursement for the Program or activity or any portion thereof. The County shall reimburse the City on a Net 0 payment standard.

3.0 TIMELINESS

- 3.1 The City shall submit monthly request for reimbursement by the 10th day of the month following the month close out.
- 3.2 The City shall submit to the County a Request for Reimbursement of all expenditures within the same fiscal year in which the expenditures are incurred. The fiscal year runs July 1st through June 30th. and all Requests for Reimbursement shall be submitted no later than July 30th for the preceding fiscal year.
- 3.3 All requests for reimbursements shall be submitted to:
HSDFINANCE@MARICOPA.GOV

4.0 FINAL REIMBURSEMENT UPON AGREEMENT TERMINATION

4.1 Prior to termination of this Agreement at the date identified on page 1 of this Agreement, or as may be amended, the City shall submit the final Request for Reimbursement to the County.

4.1.1 This request shall be submitted to the County no later than 30 calendar days after the termination date except as noted immediately below.

4.1.1.1 If the termination date is between June 10th and June 30th, then the final reimbursement request shall be submitted by July 10th.

4.1.1.2 The final progress report, and any other required reports that may be applicable shall be submitted with the final reimbursement request.

SECTION 5
ATTACHMENTS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

Attachment 1

**Certification for
a Drug-Free Workplace**U.S. Department of Housing
and Urban Development

Applicant Name _____

Program/Activity Receiving Federal Grant Funding _____

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. **Sites for Work Performance.** The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official _____

Title _____

Signature _____

Date _____

X

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & 3

Attachment 2

**Certification of Payments
to Influence Federal Transactions**

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 03/31/2020)

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

form HUD 50071 (01/14)
ref. Handbooks 7417.1, 7475.13, 7485.1, & 7485.3

Attachment 3

HOME Maximum Per-Unit Subsidy Limits

This limit determines the maximum amount of HOME funds that may be invested on a per-unit basis in HOME-assisted housing projects as of June 4, 2020.

Bedroom Size	Maximum HOME per unit subsidy limit
0 Bedroom	\$ 153,314
1 Bedroom	\$ 175,752
2 Bedrooms	\$ 213,718
3 Bedrooms	\$ 276,482
4 Bedrooms	\$ 303,490
5 Bedrooms	\$ 303,490

Please request updated HOME maximum per unit investment limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD). For current Maricopa HOME Consortium limits, refer to additional Maricopa County Information Bulletins here: <https://www.maricopa.gov/3893/Funding-Notices-Bulletins> More information can be found here: <https://www.hudexchange.info/resource/2315/home-per-unit-subsidy/>

HOME Homeownership Value Limits (95% Limits)

Community Housing Development Organizations using HOME funds for homeownership assistance for new housing construction for resale must have an initial purchase price that does not exceed 95% of the median purchase price for Maricopa County, which is **\$313,000** as of July 1, 2020.

Please request updated HOME Homeownership Value Limits from the Maricopa County Housing and Community Development Division on an annual basis, as these limits are adjusted annually by the U.S. Department of Housing & Urban Development (HUD), or go to either www.maricopa.gov/3893 or HUD's website for the updated versions each year.

CITY COUNCIL REPORT

SUBJECT: Cost Participation Agreement with the Roosevelt Irrigation District for North Avondale Water Supply Project

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4417

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: (a) approve a Cost Participation Agreement with Roosevelt Irrigation District for post design services associated with the North Avondale Water Supply Project in an amount not to exceed \$11,559.35; (b) authorize an appropriations transfer; and (c) authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On October 7, 2019, Council approved an ordinance (1706-1019) with Roosevelt Irrigation District (RID) for a perpetual easement for the North Avondale Water Supply Project (NAWS). This easement allows us to install the necessary water lines across the RID canal in three separate locations. One was constructed during the recent dry up period. The other two crossings are located south of the interconnect at the 107th Avenue Bridge and the third at the Indian School Road and 107th Avenue. The post design services, provide RID and their engineer the ability to perform required post design (construction inspection) services. This is the third and final CPA with RID.

The NAWS Project will provide the necessary infrastructure for the City of Avondale to receive our CAP allocation through the City of Phoenix distribution system, creating more redundancy to our own water distribution system.

DISCUSSION:

The cost sharing agreement will allow the continued progress of the NAWS Project (WA1469) and fund RID's cost to provide the necessary post design services during the construction of our water lines.

BUDGET IMPACT:

Funding for the NAWS project is programmed in line item 514-1469-00-8520, Phoenix Water Connection to Garden Lakes. Staff is requesting approval to transfer \$11,600 from line item 514-1343-00-8520, Water System Line Expansions, to fully fund this item.

The NAWS project is a top priority this year and cost savings have been realized in the Water System Line Replacements and Expansions Project.

RECOMMENDATION:

Staff recommends Council approve a Cost Participation Agreement with Roosevelt Irrigation District for post design services associated with the North Avondale Water Supply Project in an amount not to exceed \$11,559.35, authorize an appropriations transfer, and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

DIRECTORS
W. BRUCE HEIDEN, PRESIDENT
K.C. GINGG
BRANDON LEISTER
JASON ROVEY
JOHN K. VANDERWEY

ROOSEVELT
RID
IRRIGATION DISTRICT

SUPERINTENDENT
DONOVAN L. NEESE

103 WEST BASELINE ROAD
BUCKEYE, ARIZONA 85326
TELEPHONE (623) 386-2046
FAX (623) 386-4360

December 22, 2020

City of Avondale, Public Works Department
399 E Lower Buckeye Rd, Suite 100
Avondale AZ, 85323

Attention: Jeremy Abbott

Reference: RID CC2 and Main Canal – COA COP Interconnect and Waterline

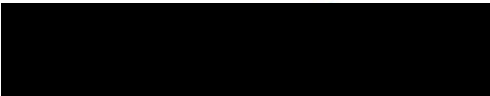
Roosevelt Irrigation District (RID) is to provide project coordination and post design services regarding RID irrigation facilities in association with the above referenced project. The first funding that the City authorized was to provide plan review and easement services. The next funding was to be applied to post design services. Due to extended construction schedules, these funds are insufficient to cover the remaining activities associated with the District facilities.

To offset costs incurred by RID in relation to this requirement, a third funding authorization \$11,559.35 (Engineering \$10,508.50 and RID Administration \$1,050.85) is being requested. Please provide a signed CPA (attached) to the RID for this amount. Once the letter has been received, RID will notify Stantec to proceed with oversight of the remaining post design efforts.

Please contact me if you have any questions or need any additional information.

Sincerely,

ROOSEVELT IRRIGATION DISTRICT


Donovan L. Neese
Superintendent

c. Files, April Victorino (SCSI)

COST PARTICIPATION AGREEMENT BETWEEN THE
CITY OF AVONDALE AND THE ROOSEVELT IRRIGATION DISTRICT
ASSOCIATED WITH PROPOSED WATER LINE IMPROVEMENTS

THIS COST PARTICIPATION AGREEMENT FOR COORDINATION, POST DESIGN SERVICES AND AGREEMENT SERVICES (this "Agreement") associated with proposed WATER LINE IMPROVEMENTS is made between THE ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation (hereinafter the "DISTRICT") and CITY OF AVONDALE, an Arizona municipal corporation (hereinafter the "CITY").

RECITALS:

- A. The CITY has recently contacted the DISTRICT regarding a proposal for utility improvements and in the City of Avondale, Maricopa County, (the "Project").
- B. The DISTRICT owns, operates, and maintains RID Main Canal/CC1 & CC2 for the conveyance and delivery of irrigation water to lands located generally south of their Main Canal. The CITY's proposed cross a portion of these DISTRICT facilities.
- C. To accommodate the Project, The DISTRICT, and/or the DISTRICT's authorized agents, will provide technical coordination, post design services and agreement services as required for the proposed Project (the "Project").
- D. The CITY and the DISTRICT desire to enter into this agreement pursuant to which the DISTRICT may provide various services associated with the Project as describe above and the CITY shall reimburse the DISTRICT for such services. Specifically, DISTRICT and/or its authorized agents may provide the following services in connection with the Project: (i) Engineering; (ii) Legal and (iii) Administration (collectively "SERVICES"); The CITY shall reimburse the DISTRICT's reasonable costs associated with the SERVICES, including additional costs pursuant to Section 6 below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows: The Recitals set forth above are incorporated herein by this reference.

- 1. This Agreement authorizes the DISTRICT to commence the SERVICES.
- 2. The DISTRICT shall provide the SERVICES set forth in Recital D above and the CITY shall reimburse the DISTRICT for reasonable costs incurred by the DISTRICT in providing such SERVICES, including legal or administrative fees associated with the SERVICES. Estimated DISTRICT costs to perform the SERVICES are hereby established at Eleven Thousand Five Hundred Fifty-nine Dollars and Thirty-five Cents (\$11,559.35),
- 3. The CITY hereby understands, acknowledges, and agrees that the total funding amount for this Agreement and Detailed Fee Proposal has been prepared by the DISTRICT as part of the SERVICES.
- 4. All SERVICES completed by the DISTRICT in association with the Project shall be completed on a time and materials basis. The DISTRICT will not invoice the CITY for funds in excess of

that approved without prior written consent of the CITY. In the event the DISTRICT determines that funds in addition to those set forth above are reasonably necessary to complete the Project, the DISTRICT may, at its sole discretion, cease work on the Project immediately upon providing written notice to the CITY of the need for additional funds.

5. The DISTRICT shall provide monthly invoices to the CITY for payment of incurred DISTRICT costs. The CITY will use reasonable efforts to remit payment of such invoices within thirty (30) days of receipt and, in no event, later than sixty (60) days after receipt.
6. If the CITY should rescind or cancel the request prior to the commencement of the Project, the CITY will be responsible for all costs incurred by the DISTRICT in association with the Project.
7. The DISTRICT reserves the right to obtain any reasonable modifications to the engineering design.
8. To the extent permitted by law, the Parties shall defend, indemnify and hold harmless each other and their respective departments, officers, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) for damages to property or for injury to or death of persons which relate to the performance of this Agreement and which result solely from any act, omission or negligence of the indemnifying party or its departments, officers, employees or agents. The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance for the maintenance and operation of the self-insurance program will fulfill the insurance requirements.
9. The DISTRICT shall make every reasonable attempt to accommodate the CITY's schedule.
10. By their signature below, the respective signors warrant that they have the authority to bind the identified entities to this Agreement. Additionally, the Parties expressly warrant that they have complied with all procedures and any applicable laws or regulations regarding the notice and the holding of public hearings as prerequisites to approval of this Agreement and that there are no legal or other impediments preventing the Parties from performing its obligations herein.
11. This Agreement may be signed in any number of counterparts, and once so executed by all Parties each such counterpart will be deemed to be the original, but all counterparts together shall constitute but one complete and binding agreement.
12. This Agreement is subject to the provisions of ARIZ. REV, STAT. S 38-511. The CITY may cancel this Agreement without penalty or further obligations by the CITY or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the CITY or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity

or a consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

13. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the DISTRICT 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). DISTRICT or its subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the CITY. The CITY retains the legal right to randomly inspect the papers and records of the DISTRICT and its subcontractors who work on the Agreement to ensure that the DISTRICT and its subcontractors are complying with the above-mentioned warranty.
14. The District 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. § 35093, of Israel.
15. The CITY is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the CITY's then current fiscal year. The CITY's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the CITY concerning budgeted purposes and appropriation of funds. Should the CITY elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the CITY shall be relieved of any subsequent obligation under this Agreement. The parties agree that the CITY has no obligation or duty of good faith to budget or appropriate the payment of the CITY'S obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. The CITY shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The CITY shall keep the DISTRICT 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. The DISTRICT 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.

The CITY desires that the DISTRICT proceeds to implement the request and indicate its agreement to the preceding terms as evidenced by the execution of this Agreement below.

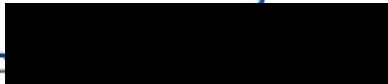
City of Avondale, an Arizona municipal corporation

By: _____ Date: _____

Charles A. Montoya, City Manager

Roosevelt Irrigation District,

By:

A black rectangular box redacting the signature of the Superintendent.

Donovan L Neese, Superintendent

Date

12/22/2020



SUMMARY REPORT

Project Company	Stantec US Business Group
Project Currency	US Dollar
Project Type	Time & Material
Project Number	181300975
Project Name	D Main Canal/CC2 COA Interconnect
Client Name	RID
Business Centre	1813
Project Manager	April Victorino
Project Technical Lead	April Victorino

Project Summary	Total Fee
Labour	\$9,708.50
Expense	\$800.00
Sub-Contractor	\$0.00
Total	\$10,508.50

Planned Start Date	Planned End Date
11-Nov-20 (Wed)	31-Jan-21 (Sun)

Name	Role	Billing Rate	Hours	Sub-Total Fee
Parker, Gary	Senior Construction Observer	\$185.00	20	\$3,700.00
Victorino, April	Project Manager	\$185.00	6.1	\$1,128.50
Hamblin, Elizabeth	PM Assistant	\$126.00	1.75	\$220.50
Bigelow, Richard	Construction Observer	\$147.00	4.5	\$661.50
Salas, Carolina	PM Assistant	\$126.00	2	\$252.00
Howter, Taylor	Construction Observer	\$137.00	2	\$274.00
Rivera, Cherie	PA	\$126.00	0.25	\$31.50
Reid, Heather	Designer	\$158.00	0.25	\$39.50
Victorino, April	PM	\$191.00	11	\$2,101.00
Hamblin, Elizabeth	PMA	\$130.00	8	\$1,040.00
Rivera, Cherie	PA	\$130.00	2	\$260.00
			57.85	\$9,708.50

Expense	Billing Rate	Units	Sub-Total Fee
Vehicle/Mileage	\$1.00	800	\$800.00
Non-billable	\$0.00	4.34	\$0.00
			\$800.00

CITY COUNCIL REPORT

SUBJECT: Ordinance 2008-0221- Salt River Project (SRP) Construction Contract & Easement for North Avondale Water Supply Project

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Kirk Beaty, Public Works Director, (623) 333-4417

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 Ordinance 2008-0221 for a Construction Contract and dedication of a power distribution easement with the Salt River Project (SRP) for SRP to operate, construct and maintain electrical facilities within Avondale right-of-way and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

This easement and the access it provides is a critical component of the North Avondale Water Supply Project (NAWS), Interconnect. This easement provides access for the installation and maintenance of an electrical service necessary to provide power to the NAWS Interconnect site.

The North Avondale Water Supply Project will provide the necessary infrastructure for the City of Avondale to receive our CAP allocation through the City of Phoenix distribution system, creating more redundancy to our own water distribution system.

DISCUSSION:

The agreement will grant SRP a formal easement to maintain the electrical service proposed as well as cover costs for SRP to acquire a Power Distribution Easement from RID. The electrical service crosses through RID right-of-way, as well as Avondale right-of-way. Easements are necessary as the only access available to the proposed site is along the RID canal maintenance road and within Avondale right-of-way.

BUDGET IMPACT:

Funding for the NAWS project is programmed in line item 514-1469-00-8520, Phoenix Water Connection to Garden Lakes. Staff is requesting approval to transfer \$16,059 from line item 514-1343-00-8520, Water System Line Expansions, to fully fund this item.

The NAWS project is a top priority this year and cost savings have been realized in the Water System Line Replacements and Expansions Project.

RECOMMENDATION:

Staff recommends that the City Council adopt an Ordinance, approving an agreement and dedication of a Power Distribution Easement with the Salt River Project (SRP) for SRP to operate, construct and maintain electrical service and associated facilities within Avondale right of way and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ORDINANCE NO. 2008-0221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE,
ARIZONA, GRANTING AN POWER AND DISTRIBUTION EASEMENT TO
SALT RIVER PROJECT.

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

SECTION 1. A power and distribution easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in the form attached hereto as Exhibit A, and incorporated herein by reference, through, over, under and across a portion of real property, generally located along 107th Avenue, south of Indian School Road, as described in the easement form 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 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,
February 1, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2008-0221

[SRP Power Distribution Easement]

See following pages.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT
Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 102-27-723A
NW ¼, SEC. 29, T2N, R1E

Agt. AMB
Job # LJ83259 / T3281849
W AMB C JEP
R/W #

**City of Avondale,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 29, Township 02 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument 2020-0653075 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being the West 8.00 feet of the above described property.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledge by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Parcel.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.
10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **City of Avondale, an Arizona municipal corporation**, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, ____.

**City of Avondale,
an Arizona municipal corporation**

By _____

Its _____

By _____

Its _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
_____ by _____ and _____,
as _____ and _____, respectively, of
City of Avondale, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My Commission Expires:

Notary Stamp/Seal



November 18, 2020

Dan Kovochich
Supervisor, Land Rights Management
Salt River Project
PAB 10W
P.O. Box 52025
Phoenix, Arizona 85072-2025

RE: Request for Early Release of Lands for Construction
Salt River Project Job No. LJ83259
City of Avondale
Project No. 181300975
Project Name: COP Interconnect and Waterline Project

Dear Mr. Kovochich:

The purpose of this letter is to request that Salt River Project (SRP) install facilities without the benefit of a land right to accommodate the City of Avondale with its project referenced above. The City is unable to provide SRP with the necessary land right prior to the critical construction schedule due to the time required for the City Council hearing and the 30-day period following City Council approval and final RID approval.

The City agrees to recommend approval to City Council to grant SRP a land right at the next scheduled meeting. Upon approval the City will promptly execute the attached conveyance document.

In the event the City or RID does not approve the granting of the required land rights, the City of Avondale shall be responsible for all costs incurred by SRP including but not limited to the acquisition, design, construction and relocation of said facilities to a location suitable to SRP as determined by SRP and the City.

Sincerely,



Charles Montoya
City Manager



JEREMY ABBOTT
AVONDALE CITY OF
399 E LOWER BUCKEYE
STE 100
AVONDALE AZ 85323-2841
USA

Due Date:	03/16/2021
Invoice Date:	12/16/2020
Invoice Number:	6000079533
Customer Number:	100745
Net Amount Due:	\$ 16,059.00
Service Address:	CITY OF AVONDALE 3815 N 107TH AVE PU AVONDALE AZ 85392 USA

For Questions Contact: MARIA FERNANDEZ, (602) 236-4995, SRPCONTRACT@SRPNET.COM

Construction-CIAC - Construction-CIAC

Special Instruction: ADDENDUM CONTRACT, ADDITIONAL DESIGN FEE

Invoice Reference: T3281849.WV

Itm	Material	Description	Qty	Price Per Unit	UOM	Amount	T
10	CIAC		1	\$ 16,059.00	EA	\$ 16,059.00	
						Subtotal	\$ 16,059.00
						State Tax	\$ 0.00
						County Tax	\$ 0.00
						City Tax	\$ 0.00
						Freight	\$ 0.00
						Total Due	\$ 16,059.00

TEAR OFF BELOW PORTION AND RETURN WITH CHECK TO Salt River Project

Please send checks to:

Salt River Project
PO Box 80042
Prescott, AZ 86304-8042

Please send Wires/ACH to:

ACH ABA#122100024
Wire ABA#021000021
Account#000005688

Invoice Number: 6000079533

Customer Number: 100745

Net Amount Paid: \$



Distribution Design & Construction Contract Addendum

Customer Construction Services
SRP XCT-320
P.O. Box 52025
Phoenix, AZ 85072-2025

Contract #: 4210009-01
Issue Date: 12/18/2020

ATTN: JEREMY ABBOTT
CITY OF AVONDALE
399 E LOWER BUCKEYE RD
AVONDALE, AZ 85323-2841

SRP Contact: Alex Babcock
Contact Phone: 602-236-8695
Contact Fax:

Salt River Project Agricultural Improvement and Power District, an agricultural improvement district organized and existing under the laws of the State of Arizona, (SRP) and CITY OF AVONDALE (Customer) previously entered into a Distribution Design & Construction Non-refundable Design and Construction Contract (Contract) for the Customer project identified below (Project).

SRP has completed the design drawings for the Project, and SRP and Customer desire to enter into this Addendum to the Contract (i) to provide for the redesign of the of electrical facilities for the Project; (ii) to set forth the amount of the non refundable construction fee; and/or (iii) to provide for prioritized scheduling for the Project. Except as specifically amended, modified or supplemented by this Addendum, all of the terms and conditions of the Contract shall continue in full force and effect.

Project:	CITY OF AVONDALE	Work Order #:	T3281849
Location:	3815 N 107TH AVE PU, AVONDALE, 84392	Design Group:	CDSW

Details: Cost for RID permitting and easement to SRP

- ☒ If Customer desires SRP to proceed with design of the Project design drawings, the customer shall pay SRP an additional non refundable design fee of **\$16,059.00**
- ☐ If Customer desires SRP to proceed with construction of the Project in accordance with the design drawings, the Customer shall pay SRP an additional non refundable construction fee of **\$0.00**
- ☐ If Customer desires SRP to proceed with prioritizing the Project design or construction schedule, the Customer shall pay SRP a non refundable overtime fee of **\$0.00**

Total fee of **\$16,059.00** must be delivered to SRP along with this signed Contract Addendum.

Customer understands and agrees to the terms and conditions of this Contract Addendum. The undersigned represents and warrants that he or she has the authority to sign this Contract Addendum on behalf of Customer.

For Customer:

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

For SRP:

Authorized Signature: _____

Date: _____

Printed Name: Alex Babcock

Title: _____



Payment Options for Design and Construction Fees

ELECTRONIC CHECK (Fastest Option)

Please call us at 602-236-0821 and we can take your payment over the phone Monday through Friday from 7:30am to 4:00pm. You will need to have your bank account, bank routing number and must be an authorized signer on the bank account.

Please email your signed contract to: SRPCONTRACT@srpnet.com

MAIL

Please mail your signed contract and invoice along with a check or money order to:

Customer Construction Payment/XCT-320
Salt River Project
P.O. Box 52025
Phoenix, AZ 85072-2025

OVERNIGHT DELIVERY

Please overnight your signed contract and invoice along with a check or money order to:
Salt River Project
Customer Construction Services Payment/XCT-320
2727 E. Washington St.
Phoenix, AZ 85034-1403

WIRE TRANSFER - Please include your Job Name and Job Number for identification purposes.

Please email your signed contract to: SRPCONTRACT@srpnet.com

You may wire transfer directly to:

JP Morgan Chase
ACH ABA# 122100024
Wire ABA# 021000021
Account # 000005688

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 102-27-723A
NW ¼, SEC. 29, T2N, R1E

Agt. AMB
Job # LJ83259 / T3281849
W ~~AMB~~ C JEP
R/W #

**City of Avondale,
an Arizona municipal corporation,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 29, Township 02 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument 2020-0653075 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being the West 8.00 feet of the above described property.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.
6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.
7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.
8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Parcel.
9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.
10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **City of Avondale, an Arizona municipal corporation**, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

**City of Avondale,
an Arizona municipal corporation**

By _____

Its _____

By _____

Its _____

STATE OF _____)
COUNTY OF _____) ss

The foregoing instrument was acknowledged before me this ____ day of _____,
_____ by _____ and _____,
as _____ and _____, respectively, of
City of Avondale, an Arizona municipal corporation, on behalf of such corporation.

Notary Public

My Commission Expires:

Notary Stamp/Seal

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W
P. O. Box 52025
Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

POWER DISTRIBUTION EASEMENT

Maricopa County
Along East Side of 107th Avenue
NW ¼, SEC. 29, T02N, R01E

Agt. AMB
Job # LJ83259 / T3281849
W ~~AMB~~ C JEP
R/W #

**Roosevelt Irrigation District,
an irrigation district organized under the laws of the State of Arizona,**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement"). Grantee is hereby authorized to permit others to use the Easement for additional Facilities jointly with or separately from the Grantee for their purposes.

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Northwest quarter of Section 29, Township 02 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in WARRANTY DEED Instrument Book of Deeds 215, Page 413 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being delineated on Exhibit "A" (CITY OF AVONDALE, SRP Job No. T3281849), prepared by Salt River Project A.I. & Power District, dated 11/19/2020, said Exhibit "A" attached hereto and made a part hereof.

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et seq., Arizona Blue Stake Law, prior to any excavation.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.
4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will

not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor, and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **Roosevelt Irrigation District, an irrigation district organized under the laws of the State of Arizona**, has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, _____.

**Roosevelt Irrigation District,
an irrigation district organized under the laws of the State of Arizona**

By _____

Its _____

By _____

Its _____

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
_____ by _____ and _____,
as _____ and _____, respectively, of
Roosevelt Irrigation District, an irrigation district organized under the laws of the State of Arizona,
on behalf of such irrigation district.

Notary Public

My Commission Expires:

Notary Stamp/Seal

EXHIBIT "A"

SRP JOB NUMBER: T3281849
SRP JOB NAME: CITY OF AVONDALE
TTRRSS: 2N1E29

DATE: 11-19-2020
PAGE: 1 OF 3

AN EASEMENT WITHIN A PARCEL OF LAND AS DESCRIBED IN BOOK 215 OF DEEDS, PAGE 413 MARICOPA COUNTY RECORDER (MCR) LOCATED IN THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 29, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 29, BEING A BRASS CAP FLUSH, BEARS SOUTH 00 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 2675.08 FEET (**BASIS OF BEARING**);

THENCE ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 29, SOUTH 00 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 827.17 FEET;

THENCE NORTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE WEST BOUNDARY OF SAID PARCEL AND THE **POINT OF BEGINNING**;

THENCE CONTINUING NORTH 89 DEGREES 02 MINUTES 06 SECONDS EAST, A DISTANCE OF 65.00 FEET TO THE EAST BOUNDARY OF SAID PARCEL;

THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL, SOUTH 00 DEGREES 57 MINUTES 54 SECONDS EAST, A DISTANCE OF 8.00 FEET;

THENCE SOUTH 89 DEGREES 02 MINUTES 06 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE WEST BOUNDARY OF SAID PARCEL;

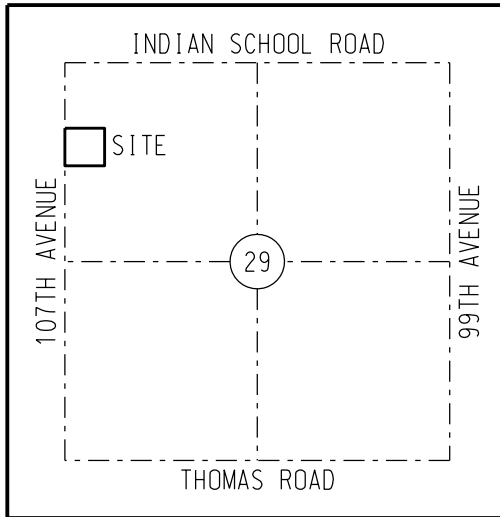
THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL, NORTH 00 DEGREES 57 MINUTES 54 SECONDS WEST, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINS AN AREA OF 520 SQUARE FEET, MORE OR LESS.

END OF DESCRIPTION

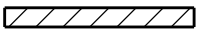


EXHIBIT "A"



VICINITY MAP (NTS)
T2N, R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
-  EASEMENT AREA
- TIE LINE
- ◆ SECTION CORNER AS NOTED

ABBREVIATION TABLE

BCFL	BRASS CAP FLUSH
BCHH	BRASS CAP IN HAND HOLE
LVI	LAST VISUAL INSPECTION
(M)	MEASURED
MCR	MARICOPA COUNTY RECORDER
NTS	NOT TO SCALE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
R/W	RIGHT-OF-WAY



BASIS OF BEARINGS:
BASED ON THE MARICOPA COUNTY
LOW DISTORTION PROJECTION
COORDINATE SYSTEM.

CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT, NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



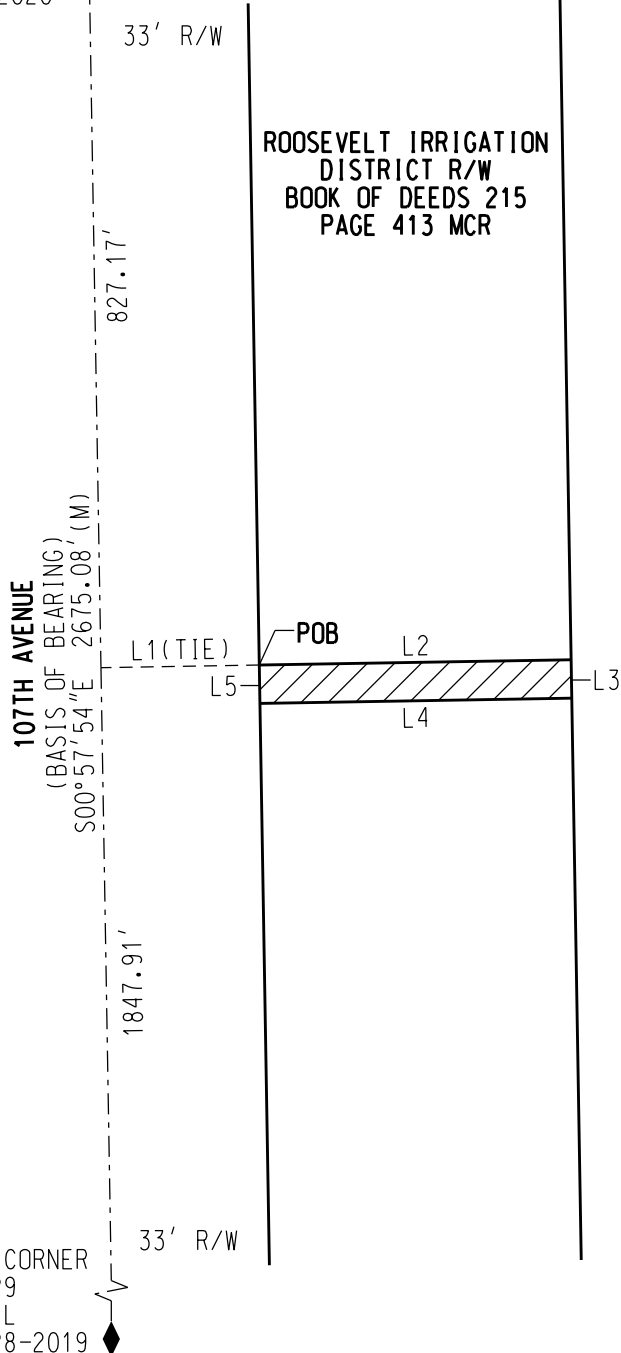
SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: 20-1784-NS	SCALE: NTS
I.O. NUMBER: T3281849	SHEET: 2 OF 3
AGENT: BENAVIDEZ	SHEET SIZE: 8.5"x11"
DRAWN: RAUSER	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: WHITMOYER
DATE: 11-19-2020	JEP FIELD DATE: 11-16-2020

CITY OF AVONDALE
NW 1/4, SECTION 29
T.2 N., R.1 E.
7.8 NORTH - 1.0 EAST

EXHIBIT "A"

NORTHWEST CORNER
SECTION 29
FOUND BCHH
LVI: 03-12-2020
POC



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°02'06"E	33.00'
L2	N89°02'06"E	65.00'
L3	S00°57'54"E	8.00'
L4	S89°02'06"W	65.00'
L5	N00°57'54"W	8.00'

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: 20-1784-NS	SCALE: NTS
I.O. NUMBER: T3281849	SHEET: 3 OF 3
AGENT: BENAVIDEZ	SHEET SIZE: 8.5"x11"
DRAWN: RAUSER	REVISION: 0
CHECKED BY: GOREHAM	CREW CHIEF: WHITMOYER
DATE: 11-19-2020	JEP FIELD DATE: 11-16-2020

CITY OF AVONDALE
NW 1/4, SECTION 29
T.2 N., R.1 E.
7.8 NORTH - 1.0 EAST

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1008-0221 - Minor General Plan Land Use Map Amendment for Nirvana at Harbor Shores – Application PL-20-0194

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Kevin Murphy, Development & 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 hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of property owner Mr. Sharat Kanaka, Nirvana at Harborshores, LLC, to adopt Resolution 1008-0221, approving a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Nirvana at Harbor Shores, a proposed 172-unit multi-family residential apartment development located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard. The proposed Minor General Plan Amendment, if approved, will amend the land use designation of approximately 7.80 gross acres, inclusive of the 7.00-acre property and full width of the adjacent Harbor Shores Boulevard right-of-way, from Local Commercial (LC) to High Density Residential (HDR). The HDR designation allows for development of patio homes, apartments, condominiums, or townhomes with a density ranging between 12 and 30 dwelling units per acre. A request to rezone the property to Nirvana at Harbor Shores Planned Area Development (PAD) to allow for development in conformance with the HDR designation will be considered separately. The Council will take appropriate action.

BACKGROUND:

The 7.80-acre subject property (Exhibits A and B) is located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard. The subject site includes approximately 7.00 acres of vacant, undeveloped privately-owned property upon which the Nirvana at Harbor Shores development is proposed and the adjacent full width of Harbor Shores Boulevard right-of-way, approximately 0.80 acres in area.

The property was annexed into the City's corporate limits in February 1985 and rezoned to Planned Area Development (PAD) in May 1985 as part of the 113.1-acre McDowell and 107th Avenue PAD. The McDowell and 107th Avenue PAD, twice amended, allows for 25.1-acres of commercial development at the intersection of McDowell Road and 107th Avenue. This commercial sub-area, of which the subject parcel is a part, is to be developed with uses and development standards of the City's C-2 (Community Commercial) zoning district. The McDowell and 107th Avenue PAD also allows for 88.0 acres of single-family residential development expanding out from the southeast corner of 107th Avenue and Encanto Boulevard. Approximately 15.7 of the PAD's 25.1 commercial acres have been developed with C-2 uses including a behavioral health hospital, plasma donation center, medical offices, and a mini-storage facility. The remaining 9.4 acres, inclusive of the

subject property, are vacant and undeveloped. The residential component of the McDowell and 107th Avenue PAD is fully developed with 470 single-family detached residences.

The property is designated by the General Plan 2030 Land Use Map as Local Commercial. The Local Commercial land use designation provides for the daily needs of goods and services to residents within the surrounding area; uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. Approval of the applicant's request for a Minor General Plan Amendment will change the land use designation of the property to High Density Residential (HDR). The HDR designation allows for development of patio homes, apartments, condominiums, or townhomes with a density ranging between 12 and 30 dwelling units per acre. A map showing both the existing and proposed General Plan Land Use designations on the property is included as Exhibit C.

The property is also located within the boundaries of the North Avondale Specific Plan (NASP); the NASP furthers goals, policies and objectives of the General Plan 2030 to ensure that the existing residential character of North Avondale is protected through implementation of compatible design.

An application to rezone the property to Planned Area Development (PAD) to accommodate development of a 172-unit multi-family residential apartment community will be considered by the Council separately at this same meeting. Approval of the proposed General Plan Amendment, changing the property's land use from commercial to residential, is required before the concurrent rezoning request can be approved by the Council.

The existing uses and zoning of surrounding properties include:

NORTH: Unit I of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned "McDowell & 107th Avenue" PAD.

EAST OF HARBOR SHORES BOULEVARD: Unit II of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned "McDowell & 107th Avenue" PAD.

SOUTH: From east to west along the property's south boundary:

- Copper Springs healthcare facility, a 72-bed behavioral health center located on 6.0 acres zoned "McDowell & 107th Avenue" PAD.
- BioLife Plasma Services, a recently opened 14,500 square foot plasma donation center located on 2.5 acres zoned "McDowell & 107th Avenue" PAD.

WEST: A 3.4-acre City-owned parcel developed with Avondale Fire and Rescue Station #172. The property is zoned Crystal Gardens PAD.

SUMMARY OF REQUEST:

The applicant is seeking to develop the site with Nirvana at Harbor Shores, a proposed 172-unit multi-family residential apartment community at a density of 24.57 units per acre.

As previously noted, the property currently features a General Plan 2030 Land Use designation of Local Commercial (LC), a category which provides for the daily needs of goods and services to residents within the surrounding area; uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. To accommodate the proposed multi-family development at a density of 24.57 units per acre, the applicant is requesting approval of a Minor General Plan Amendment (GPA) to change the General Plan 2030 Land Use designation of the property to High Density Residential (Exhibit E). The

requested High Density Residential (HDR) designation allows for development of patio homes, apartments, condominiums, or townhomes with a density ranging between 12 and 30 dwelling units per acre. Though the target density within the HDR designation is twelve (12) units per acre, zoning that allows up to 30 units per acre may be approved in this designation if a proposed development provides for enhanced walkability, design, open space, and amenities.

In addition to the 7-acre development site, the proposed GPA also includes 0.80 acres of adjoining Harbor Shores Boulevard right-of-way. This right-of-way is currently designated as Local Commercial and is included in this request to avoid creation of a remnant sliver of the Local Commercial land use between the subject property and the High Density Residential designated property east of this site.

This proposed GPA is the first step in the development process for the site. As indicated in the preceding section, a separate application to rezone the property to Planned Area Development (PAD) has been filed and Council is scheduled to consider the rezoning at this same meeting. Additional details on the proposed Nirvana at Harbor Shores development can be found within the staff report for the concurrent rezoning.

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).

Elementary (K-8) students will attend Rio Vista Elementary School located at the southeast corner of Encanto Boulevard and 103rd Avenue approximately 0.4 miles northeast of the Nirvana at Harbor Shores site. High school aged students will attend the new West Point High School located at the northwest corner of Encanto Boulevard and Avondale Boulevard, approximately 1.2 miles northwest of the planned development.

Both PESD and TUHSD have provided the City with Certificates of Adequate School Facilities (Exhibit G) stating that each district has adequate capacity to accommodate the anticipated enrollment from the proposed Nirvana at Harbor Shores development.

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, November 12, 2020. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Arizona Republic, were completed in at least fifteen (15) days prior to the meeting as required. In addition to City Staff and the applicant's team, four (4) people attended the virtual meeting (Exhibit H). Discussion was primarily related to the following topics:

- ***Setbacks from the north property line adjacent to existing single-family residential:*** The applicant answered several questions about the location of buildings on the Nirvana at Harbor Shores site relative to the existing homes in Sunrise at Harbor Shores Unit I north of the property. Specifically, the applicant noted that the first floor of the tallest (3-story) buildings are set back a minimum of 80 feet from the single-family property lines, with the second and third stories of those buildings stepping back to provide even further separation. The single-story casitas closest to the north property line are setback a minimum of fifteen (15) feet, similar to a typical rear setback in the condition when single-family homes back up to one another.
- ***Responsibility for maintenance (including painting) of the existing wall along the north property line:*** The applicant explained that the development on each side of the wall would be responsible for painting the respective sides of the wall. Following the meeting, Staff clarified that, because the wall is the property of the Sunrise at Harbor Shores Unit I community, addressing any structural issues with the wall would be the responsibility of the Sunrise at Harbor Shores Homeowners

Association unless the underlying cause of damage was attributed to the Nirvana at Harbor Shores development.

- **Impacts of traffic on Harbor Shores Boulevard and whether a new traffic signal would be provided at the intersection of McDowell Road and Harbor Shores Boulevard:** The applicant noted that a full traffic impact analysis of the proposed Nirvana at Harbor Shores project showed that the project would not significantly impact the safe and efficient operations of Harbor Shores Boulevard or the McDowell Road intersection, and that the proposed development does not generate a need for a signal at that intersection. The applicant also noted that peak hour traffic from the project is expected to be roughly the same as if the project developed with commercial uses under the site's current zoning.

Staff subsequently clarified that a signal at this intersection is anticipated in the next one (1) to four (4) years when traffic increases and signal warrants can be met. This is expected in the next few years as Park 10, a large commercial development south of McDowell Road, continues to build out; the need for this signal is primarily driven by that commercial development, with only modest/minimal demand generated from existing and planned development on the north side of McDowell Road (including the Nirvana at Harbor Shores project).

- **Vehicular and pedestrian access to 107th Avenue at the southwest corner of Nirvana at Harbor Shores:** The applicant noted that provision of vehicular and pedestrian access at this location were discussed with Staff and that the City's preference was for this point of connection to be used for emergency access only.

Staff subsequently clarified that the shared driveway west of the site was not designed to accommodate the combined traffic for Nirvana at Harbor Shores, BioLife Plasma Services, future development of the undeveloped land at the corner of McDowell Road, and the Fire Station and that minimizing vehicles exiting Nirvana to the west will result in much more orderly and safe circulation in the area of the site. Additionally, Staff believes that Harbor Shores Boulevard, which intersects with 107th Avenue about a quarter mile northwest of the Nirvana entrance, already provides excellent vehicular access for Nirvana at Harbor Shores residents to 107th Avenue and, unlike the shared driveway option, Harbor Shores Boulevard is designed to carry the anticipated traffic.

Staff has concerns with providing a pedestrian connection at that location given there is no sidewalk network from the Nirvana at Harbor Shores property's west boundary to carry pedestrians safely to the 107th Avenue sidewalk. If a connection were to be provided, the developer would need to work with the owner of the adjacent BioLife Plasma Services to design and construct a pedestrian connection from the west edge of Nirvana at Harbor Shores, through the BioLife Plasma Services parking lot, to the 107th Avenue public sidewalk. Also, given the concern with loitering that was raised during the public hearing process for BioLife Plasma Services' Conditional Use Permit, Staff believes that a gate between the two sites could exacerbate those previously raised concerns by encouraging pedestrian activity in the area.

One comment pertaining to the proposal was posted on the City's aVOICE digital forum, as follows, "I think this is an awesome development, and perfect for the hard to sell piece of land. I live around the corner and can't wait to see it go up and lease out fast. Get this project underway." No additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings were completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the Planning Commission and City Council meetings via postcards, the meetings were advertised in the Southwest Valley Arizona Republic, and a public hearing notice sign identifying meeting dates, times, and

locations were installed on the property. All notifications included Zoom meeting information and links.

PLANNING COMMISSION ACTION:

On December 16, 2020, Planning Commission conducted a public hearing and voted 6-0 to recommend approval of the proposed Minor General Plan Amendment. Commission had the following questions or comments:

- Commissioner Amos sought clarification on the setback of the casitas along the north edge of the site from the existing single-family residences within Sunrise at Harbor Shores. Staff clarified that the casitas are setback fifteen (15) feet from the wall along the property line of the single-family residences. The casita buildings will be setback an even greater distance, in most cases around 30 feet, from the residences themselves.
- Commissioner Osborne inquired if a turning/deceleration lane was going to be provided on Harbor Shores Boulevard approaching the site entry. Staff responded that the project's traffic study does not indicate a need for any deceleration lane into the project; relative to an arterial street such as McDowell Road, collector streets such as Harbor Shores Boulevard carry a much smaller amount of traffic at a lower speed, reducing the need for such additional lanes. Furthermore, no existing developments with access to Harbor Shores Boulevard, such as the Copper Springs Hospital, G&K Medical Offices, or Sunrise at Harbor Shores, provide deceleration lanes and function adequately.
- Commissioner Osborne asked if the project would be a low-income tax credit property. Staff deferred to the applicant. The applicant Shaine Alleman indicated that the property would not be a low-income tax credit development and alluded that the development cost associated with the level of amenities and architectural design proposed would be cost prohibitive for that type of project.
- Commissioner White noted that the site plan shows a fire truck turning radius illustrating movement of a westbound to northbound (or southbound to eastbound) fire truck at the southwest corner of the site and asked whether a turning radius should also be shown for a fire truck entering the site eastbound at the emergency access and turning northbound onto the project's loop road. Staff confirmed that there would be emergency access to the site at that location and the circulation will be designed to allow for the eastbound to northbound movement mentioned by Commissioner White. Staff also indicated that the City's Fire Marshal worked with the applicant on the design of the emergency access and has indicated that, conceptually, the access will function for fire vehicles as proposed. Applicant Shaine Alleman added to Staff's response, noting that the final engineered design of that turning movement would be fully addressed with the Site Plan and Design Review application for the project.
- Commissioner Stanfield sought confirmation that there would only be one (1) point of entry to the development. Staff clarified that there would be a single point of entry and exit for residents and that the secondary point of access at the southwest corner of the property referenced by Commissioner White was for emergency vehicles only, to be used only in the event that responders were unable to access the site from the primary entrance on Harbor Shores Boulevard.
- Chairman Iwanski commended the project team and developer on the project, noting the project is well planned, conveying that he really likes the step downs provided in the buildings and particularly how one-story buildings are provided along the north adjacent to the single-family residential. The Chairman stated that he appreciated the investment in Avondale.

ANALYSIS:

City Council must determine that the proposed amendment meets four findings prior to approving the proposed General Plan Amendment. Staff's analysis of each of the required findings is presented below.

1. The development pattern contained on the Land Use Plan inadequately provides the appropriate optional sites for the use or change proposed in the amendment.

- Representing under two (2) percent of the total land area in Avondale, there are few properties within Avondale featuring a High Density Residential General Plan Land Use Map designation. High Density Residential development on this subject property is appropriate to support the larger area which includes the McDowell Road corridor growing with commercial and employment uses.
- There are no similarly sized undeveloped sites with a High Density Residential designation located within a one-mile radius of the subject property. It is important that all residential land use designations are geographically dispersed throughout the City to ensure that residents can find a suitable home in the portion of Avondale they seek to live in. Approval of this GPA will help to address the present inadequacy with the geographical distribution of the HDR designation.
- The proposed amendment and subsequent development of the site with the proposed Nirvana at Harbor Shores multi-family project will further General Plan and Strategic Plan goals to diversify the City's housing stock by introducing new and different types of product types in Avondale.

2. The amendment constitutes an overall improvement in the 2030 Plan and is not solely for the good or benefit of a particular landowner or owners.

- Development of the property with high density multi-family residential will bring 172 new households close to the McDowell Road corridor, helping to sustain existing businesses and support development of new businesses within the McDowell Road corridor.
- Commercial uses are typically drawn to sites that enjoy direct access to arterial streets where they will be most visible to the highest number of passing vehicles. The subject property, which has no frontage on McDowell Road and is visible only from a relatively low-usage Minor Collector street (Harbor Shores Boulevard), is more strongly situated for residential uses that require less visibility.
- During the 35-year period following the zoning approval, only a single plan for commercial development of the property, for a storage facility in 2007, has ever been presented for City consideration. Furthermore, the market has bypassed the site even as properties to the north, south, east, and west have developed. Given the unlikelihood that the property would develop with commercial uses in the current market, approval of the requested GPA will allow for near term development of a high quality residential project that will provide both direct (construction sales tax revenues, development impact fees, etc.) and indirect (additional state/federal funding from increases in population, increased sales tax revenues from resident expenditures, etc.) benefits to the City.
- The proposed Nirvana at Harbor Shores development, by virtue of providing high quality, elegant architecture, open space/amenities, and landscaping, will enhance the aesthetics of the parcel and surrounding area.

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.

- The proposed GPA does not represent a significant alteration to the current land use pattern which already provides for the High Density Residential designation on properties immediately north and east

of the subject site.

- Adequate public infrastructure to serve the proposed Nirvana at Harbor Shores development already exists, including streets, water lines, and sewer lines capable of handling all projected output.
- Peak hour traffic from the project is expected to be roughly the same as if the project developed with retail, service, or office uses under the site's current commercial zoning.
- The proposed high density development will not adversely impact the existing land uses in the area. The proposed Nirvana at Harbor Shores development and multi-family residential development in general is compatible with surrounding land uses which include single-family residential, medical, and service uses.
- Through the accompanying Nirvana at Harbor Shores PAD, the proposed development incorporates several measures intended to mitigate any impacts of site development on surrounding land uses, particularly the Sunrise at Harbor Shores Units I and II communities to the north and east. These measures include providing an 80-foot setback from the proposed three-story buildings to the nearest single-family residential property lines, stepping back the proposed three-story buildings so upper stories are set back even further than 80 feet, and locating single-story casita units with fifteen (15)-foot deep rear yards directly adjacent to the north property line to create a condition similar to if the subject property developed with single-family residences.

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

The proposed amendment furthers several goals of the General Plan 2030 and North Avondale Specific Plan, including, but not limited to:

- **General Plan Land Use Element Goal #3:** *"Provide a strong balance of high quality residential, employment, recreation, and educational land."* Relative to land entitled for commercial development, there are few available properties that can be developed with higher density residential uses that serve to support the City's existing and planned retail, restaurant, and service uses. Approval of the proposed amendment will help achieve a better balance between residential and non-residential uses in the vicinity of the McDowell Road corridor.
- **Urban Design Element Goal #5:** *"Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically."* The Nirvana at Harbor Shores community will be located approximately 600 feet from McDowell Road, one of the City's most significant transit (bus) corridors. Residents of the future development will enjoy excellent access to regional transit only a short walk from their place of residence.
- **North Avondale Specific Plan Objective #1:** *"Facilitate the full buildout of North Avondale."* Despite the property being zoned for commercial uses for nearly 35 years, the property has remained vacant. The largest contributing factor to lack of development activity on the site has been its disadvantaged location relative to other commercial properties, with no frontage or visibility from McDowell Road. The proposed GPA will facilitate buildout of the parcel as prioritized by the North Avondale Specific Plan.
- **North Avondale Specific Plan Objective #5:** *"Attract residential products and subdivision designs that are unique from what North Avondale currently offers."* The proposed Nirvana at Harbor Shores development is unique from the more traditional garden-style apartment complexes that have previously been developed in North Avondale. This urban, contemporary-styled project strongly

emphasizes aesthetics and provides a wide range of high quality, unique amenities that will likely appeal to residents that may not be as interested in the more conventional apartment projects in the City.

DISCUSSION:

Staff finds this request meets the four (4) required findings and recommends approval of the proposed Minor General Plan Amendment.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

INITIATIVE: Encourage and support creative innovation in development and service delivery

- STRATEGIC GOAL: Encourage a flexible environment responsive to market trends.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** the Resolution approving Application PL-20-0194 Nirvana at Harbor Shores, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of 7.80 acres from Local Commercial to High Density Residential.

PROPOSED MOTION:

I move that City Council **ADOPT** the Resolution approving Application PL-20-0194 Nirvana at Harbor Shores, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of 7.80 acres from Local Commercial to High Density Residential.

RESOLUTION NO. 1008-0221

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 7.8 ACRES GENERALLY LOCATED ALONG HARBOR SHORES BOULEVARD NORTH OF MCDOWELL ROAD AND EAST OF 107TH AVENUE, AS SHOWN IN APPLICATION PL-20-0199 FROM LOCAL COMMERCIAL TO HIGH 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 7.8 acres generally located along Harbor Shores Boulevard north of McDowell Road and east of 107th Avenue, from Local Commercial to High Density Residential, as shown in Application PL-20-0199 (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, the Commission held a public hearing on the proposed General Plan Amendment in the City Council Chambers on December 16, 2020, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment in the City Council Chambers on February 1, 2021.

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 7.8 acres generally located along Harbor Shores Boulevard north of McDowell Road and east of 107th Avenue, as shown in Application PL-20-0199, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Local Commercial to High 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, February 1, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

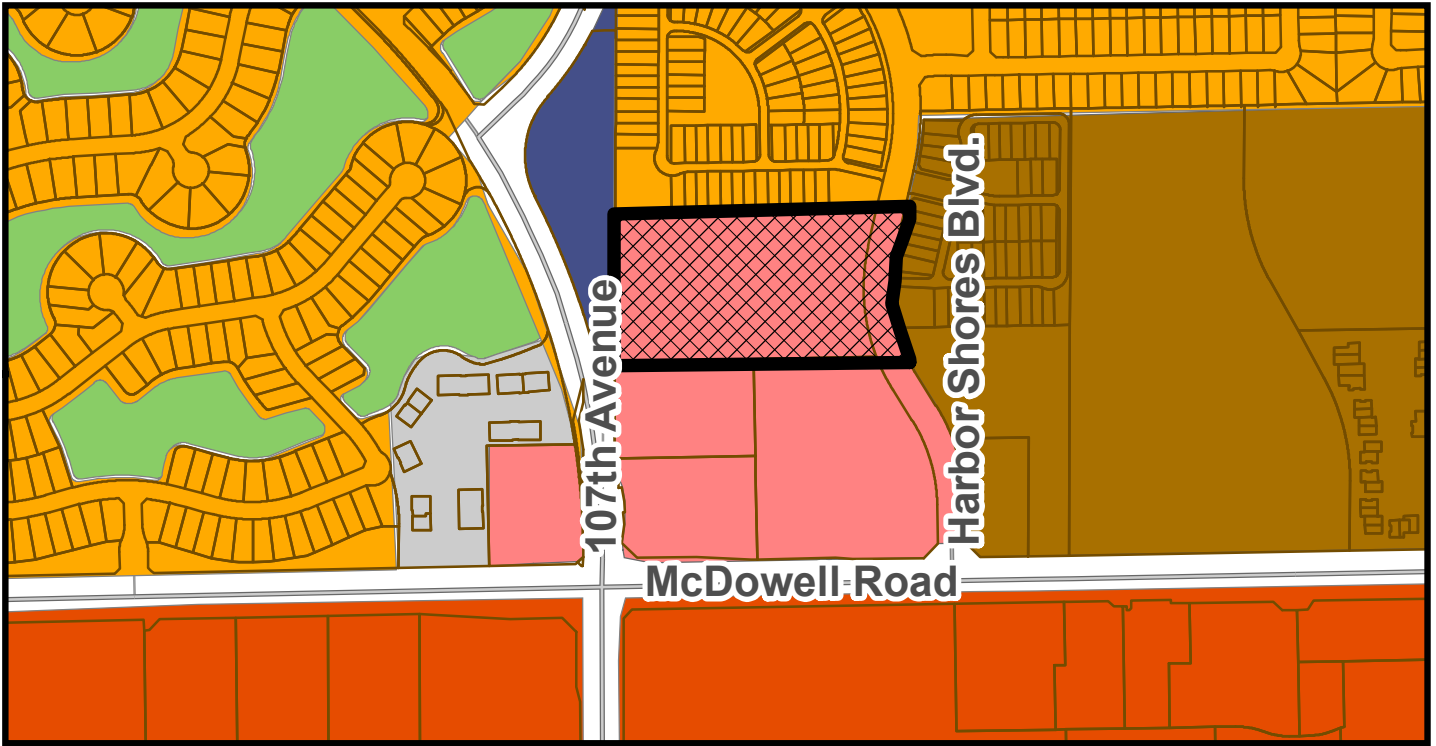
APPROVED AS TO FORM:

Nicholle Harris, City Attorney

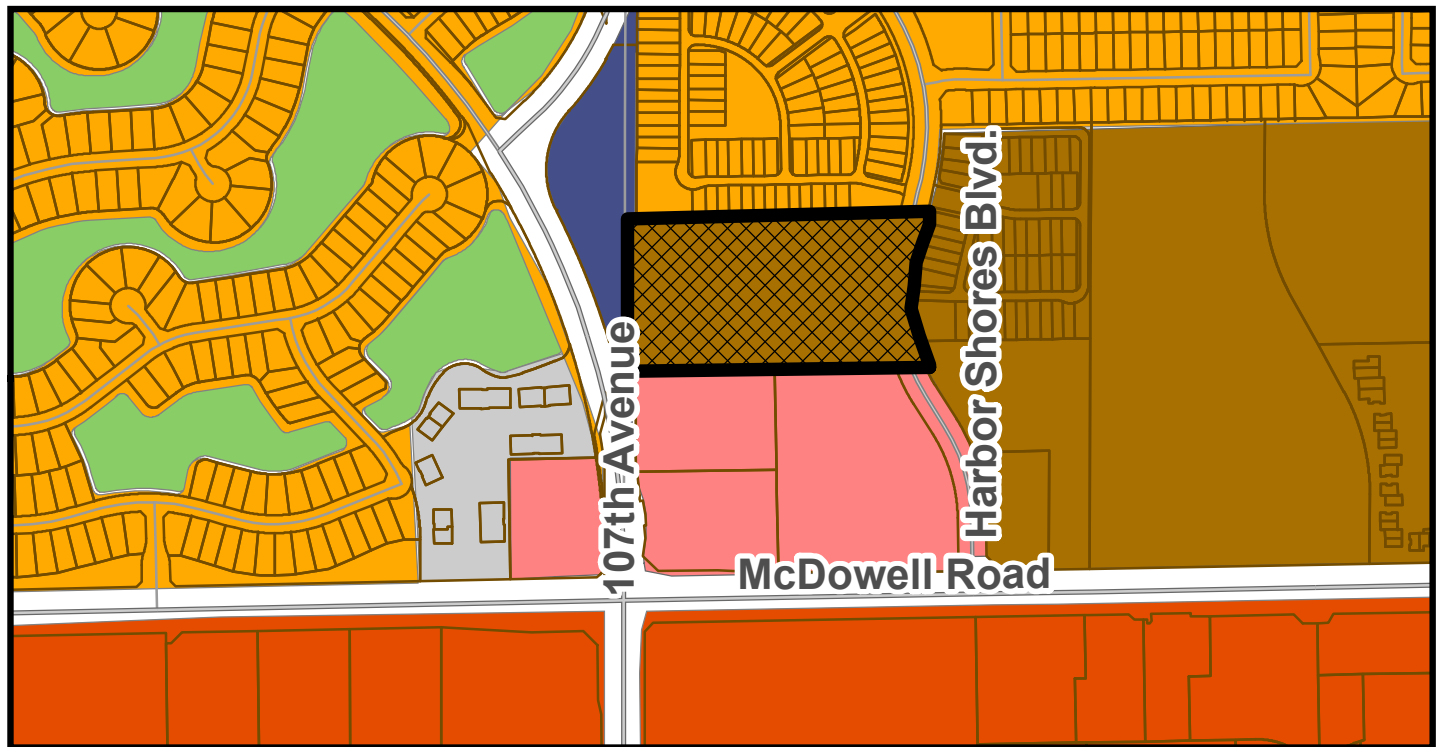
EXHIBIT A
TO
RESOLUTION NO. 1008-0221

[General Plan Amendment Map]

See following pages.



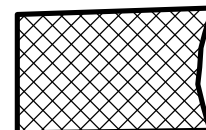
CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan Land Use Map

- | | |
|--|---|
|  Medium Density Residential |  Local Commercial |
|  High Density Residential |  Freeway Commercial |
|  Public/Civic |  Office/Professional |
|  Open Space and Parks | |



Subject Property

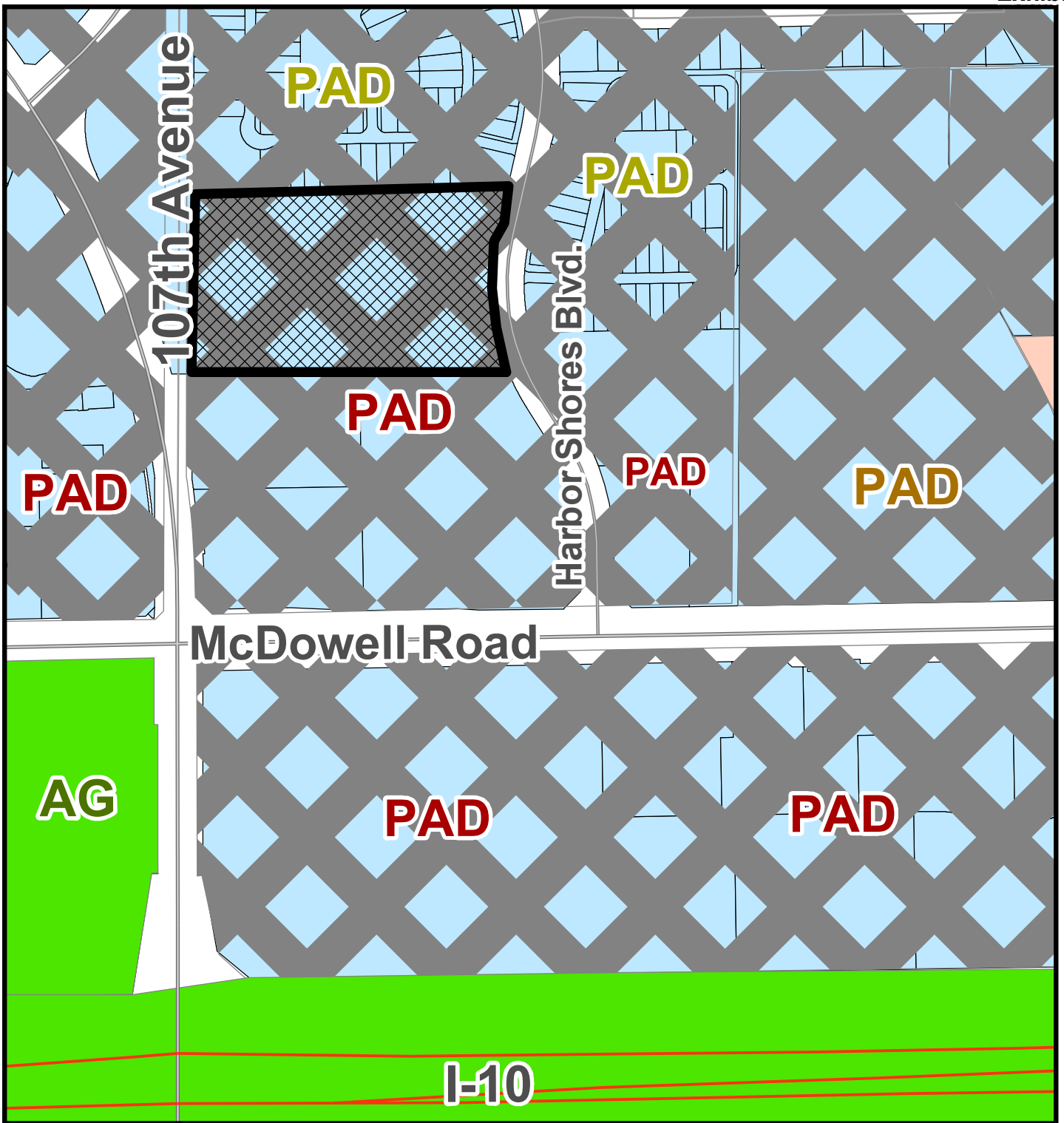


Aerial Photograph



Subject Property



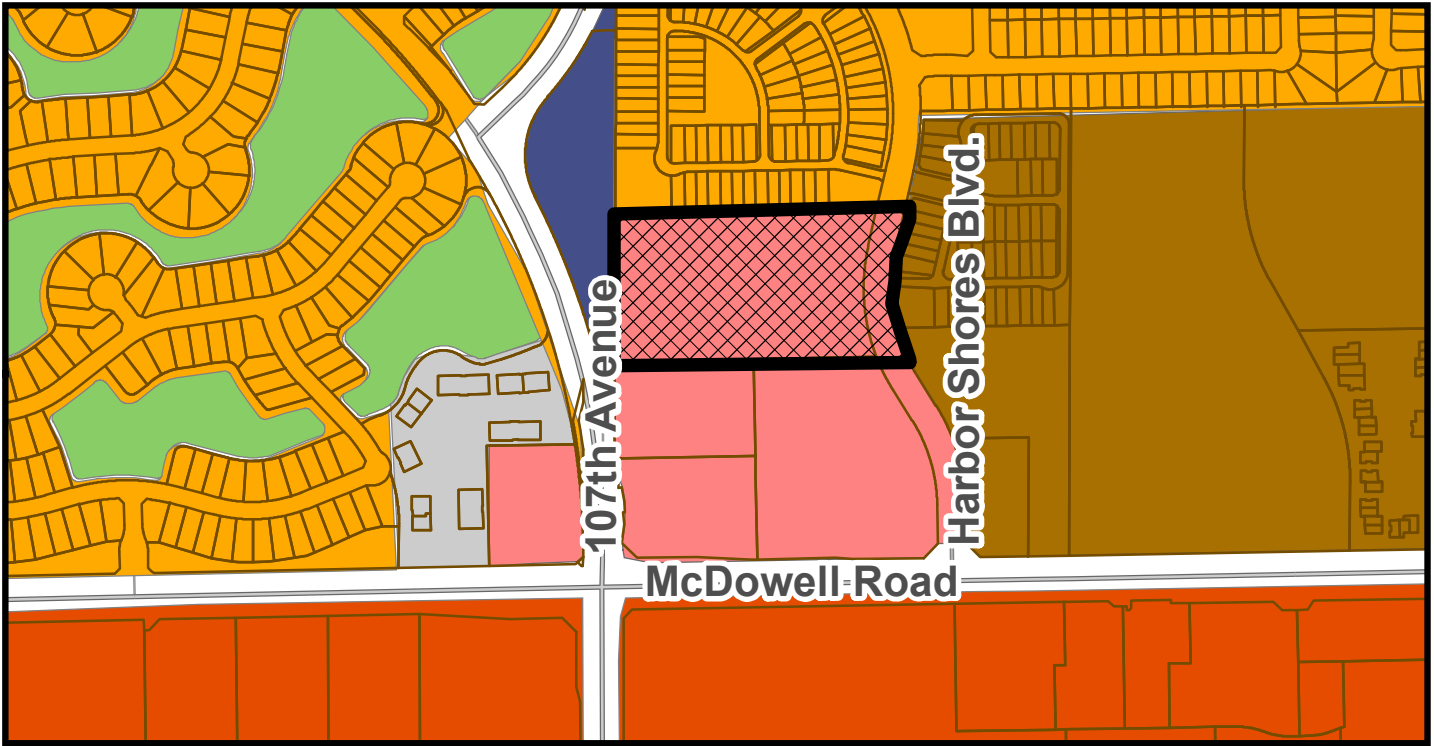


Zoning Vicinity Map

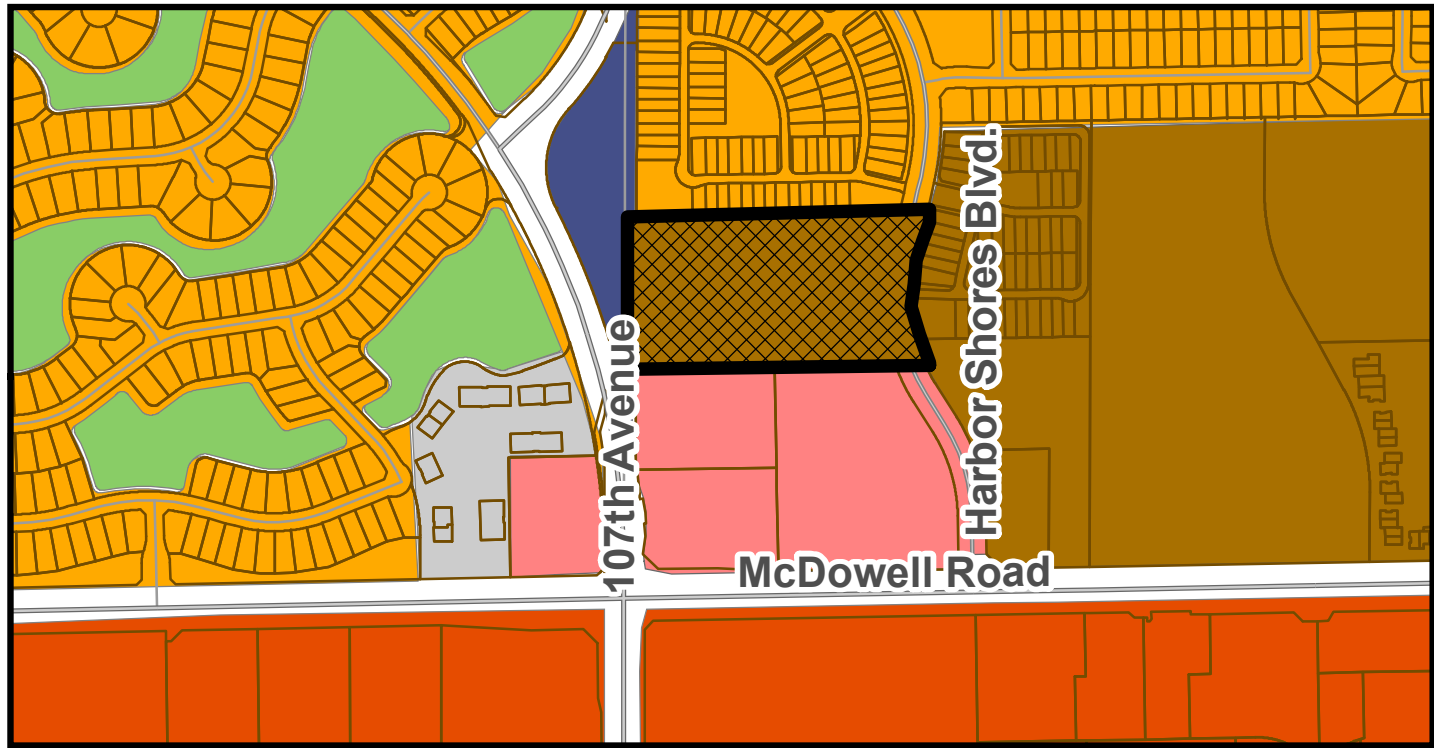


Subject Property





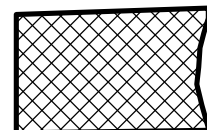
CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan Land Use Map

- | | |
|--|---|
|  Medium Density Residential |  Local Commercial |
|  High Density Residential |  Freeway Commercial |
|  Public/Civic |  Office/Professional |
|  Open Space and Parks | |



Subject Property

*SUMMARY OF RELATED FACTS
APPLICATIONS PL-20-0194 AND PL-20-0199*

<i>THE PROPERTY</i>	
PROPERTY SIZE	GPA: Approximately 7.00 net acres; 7.80 gross acres (includes full width of adjacent Harbor Shores Boulevard right-of-way) Rezoning: Approximately 7.00 net acres; 7.40 gross acres (includes half width of adjacent Harbor Shores Boulevard right-of-way)
LOCATION	Approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard
PHYSICAL CHARACTERISTICS	The property is vacant and undeveloped.
GENERAL PLAN LAND USE DESIGNATION	Local Commercial
EXISTING ZONING	“McDowell & 107 th Avenue” Planned Area Development (PAD)
ZONING HISTORY	The property was annexed into the City of Avondale in February 1985 and rezoned to Planned Area Development (PAD), as part of the 113.1-acre “McDowell & 107 th Avenue” PAD, in May 1985. The PAD permits development of the subject parcel with C-2 (Community Commercial) uses and development standards.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Unit I of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned “McDowell & 107 th Avenue” PAD.
EAST OF HARBOR SHORES BOULEVARD	Unit II of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned “McDowell & 107 th Avenue” PAD.
SOUTH	From east to west: - Copper Springs healthcare facility, a 72-bed behavioral health center located on 6.0 acres zoned “McDowell & 107th Avenue” PAD. - BioLife Plasma Services, a recently opened 14,500 square foot plasma donation center located on 2.5 acres zoned “McDowell & 107th Avenue” PAD.
WEST	A 3.4-acre City-owned parcel developed with Avondale Fire and Rescue Station #172. The property is zoned Crystal Gardens PAD.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Rio Vista K-8
HIGH SCHOOL	West Point High School

<i>STREETS</i>	
Harbor Shores Boulevard	
Classification	Minor Collector
Existing half-street right-of-way	40 feet
Standard half-street right-of-way	40 feet
Existing half-street improvements	One (1) travel lane, half (½) center turn lane, curb, and gutter.
Standard half-street improvements	One (1) travel lane, half (½) center turn lane, bike lane, curb and gutter, detached sidewalk, streetlights and landscaping.

<i>UTILITIES</i>
Domestic water service will be provided to the Nirvana at Harbor Shores development via an existing 12-inch water line in Harbor Shores Boulevard.
Sewer will be served to the Nirvana at Harbor Shores site by an existing 10-inch sewer line in Harbor Shores Boulevard.
Salt River Project (SRP) provides electrical service in this portion of the City.

Exhibit E

General Plan Amendment Narrative

Nirvana at Harbor Shores

Nirvana at Harbor Shores



City of Avondale
Minor General Plan Amendment Narrative
Application # PL-20-0194
November 5, 2020

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I. PROJECT PROFILE

Project Name	Nirvana at Harbor Shores
Property Owner	Nirvana at Harborshores, LLC
Assessor Parcel Numbers	102-31-983
Project Location	Approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard
Project Area	7.8 acres (gross) 7.0 acres (net)
Current Zoning	107th & McDowell PAD
Proposed Zoning	Planned Area Development (PAD)
Current G.P. Land Use	Local Commercial
Proposed G.P. Land Use	High Density Residential (12-30 du/ac)
Development Team	<u>Property Developer</u> Nirvana at Harborshores, LLC Sharat Kanaka 6031 E. Paradise Drive Scottsdale, Arizona 85254 <u>Legal Counsel</u> Tiffany & Bosco, P.A. Shaine T. Alleman Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Architectural</u> Biltform Architecture Group Vince Scarano 11460 N. Cave Creek Rd. #11 Phoenix, Arizona 85020 <u>Engineering</u> RCC Design Group, LLC Stuart Rayburn 16815 S. Desert Foothills Parkway, Suite 138 Phoenix, Arizona 85048

II. EXECUTIVE SUMMARY

This proposed Minor General Plan Amendment is for approximately 7.8 (gross)/7.0 (net) acres located Approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard and identified by the Maricopa County Assessor as parcel number 102-31-983 (the "Property"). The proposal seeks to amend the General Plan Map from Local Commercial to High Density Residential (12-30 du/ac, Target Density 12 du/ac).

The Applicant has also submitted a concurrent request to rezone the Property from the 107th & McDowell Planned Area Development (PAD) to the Nirvana at Harbor Shores PAD as proposed in PAD Rezoning Application # PL-20-0199 to allow the development of a unique high density residential development with a proposed density of approximately 24.6 dwelling units per acre (172 total units).

The Nirvana at Harbor Shores General Plan Amendment and PAD will allow the development of a high-quality, high-density multifamily community that will bring an urban living experience to Avondale and bolster the surrounding commercial properties. The development is designed to be complementary to other high density developments and commercial uses in the area. It is anticipated that this development will be a catalyst for future developments and will result in positive economic activity throughout the area.

The development will provide a multifamily residential development with one (1) and two (2) bedroom units that will be oriented towards enhanced pedestrian amenities and open space experiences within the development. The housing units will consist of carriage units, casitas, and apartment housing, which will provide a diversity urban housing options to the area. With its modern design, Nirvana at Harbor Shores will provide high-quality multifamily units that create a unique urban experience not currently available within the City of Avondale, but demanded by millennials, professionals, and empty nesters throughout the Valley.

Despite the Property being zoned for commercial uses, it has remained vacant for years. The Property has been marketed to a variety of commercial users for many years. One of the biggest disadvantages is that the Property is located away from arterial streets that have attracted the commercial uses and instead fronts onto a collector street, Harbor Shores Boulevard, away from the more trafficked arterial street frontages that are necessary for commercial uses to thrive. This lack of visibility has provided challenges for the Property to develop with any type of commercial.

With its close proximity to multiple commercial districts, Nirvana at Harbor Shores will complement and draw residents to this up and coming area. During a recent City Council Work Session on December 9, 2019, the City discussed a recently City-commissioned market analysis completed by Elliot D. Pollack & Company to review Avondale neighborhoods. One of the outcomes of the Pollack Study was that in order for Avondale

to be successful there needed to be an increase of higher density residential projects to help induce additional retailers and restaurateurs. The development is perfectly poised to provide additional higher density residential to a promising commercial area.

Additionally, Avondale exports 90% of its employment to surrounding municipalities. This development's ideal location will address the exportation issue by attracting those who want to live, work, and play in the City of Avondale. Nirvana at Harbor Shores is poised to become a destination that Avondale citizens can call home and the City can be proud of.

The proposed site plan, land use and development standards, and architectural standards create the framework for a marketable parcel to future developers. The unique location of the Property provides the opportunity to develop a site that is compatible with existing development, supports housing opportunities for the surrounding area, and synergizes with adjacent mixed-use areas.

III. PROPERTY DESCRIPTION

Site Description

The Property is approximately 7.8 (gross)/7.0 (net) acres located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard and is identified by the Maricopa County Assessor as parcel number 102-31-983 (the "Property"). (See **Exhibit A** – *Regional Aerial Context Map*). The Property is vacant. The topography of the site is relatively flat.

As illustrated in **Exhibit B** – *Aerial Context Map*, the Property is approximately six hundred (600) feet north of McDowell Rd. Properties directly to the north and east are zoned as PAD for single-family residential uses. Approximately 550 feet to the east are other high density residential uses. The properties directly to the south and west of the Property are zoned as PAD for commercial use. Nirvana at Harbor Shores will provide additional residents that are needed to keep the nearby commercial uses active and alive. The increased residents will also provide additional employees for the adjacent medical, office, and commercial retail employers. Additionally, Avondale's promising educational system will entice young families to locate to Nirvana at Harbor Shores, therefore encouraging a community focused development.

The Property is designated Local Commercial per the Avondale General Plan and is being proposed in this application to have the land use designation be amended to High Density Residential (See **Exhibit C** – *Current Avondale General Plan Map* and **Exhibit D** – *Proposed Avondale General Plan Amendment Map*). The Property is currently zoned PAD with allowances for Community Commercial (C-2) uses and development standards (**Exhibit E** – *Current Avondale Zoning Map*).

Despite the Property being zoned for commercial uses, it has remained vacant. The Property has been marketed to a variety of commercial users for many years. One of the biggest disadvantages is that the Property is located away from arterial streets that have attracted the commercial uses and instead fronts onto a collector street, Harbor Shores Boulevard, away from the more trafficked arterial street frontages that are necessary for commercial uses to thrive.

Brokers and marketing information further shows that superior commercial sites with frontage exist on McDowell Road and that the Property is at a disadvantage for being conducive for commercial uses.

Property Owner

The Property is owned by and will be developed by Nirvana Harborshores, LLC. Nirvana at Harbor Shores is dedicated to developing a quality housing development and is committed to working closely with the City of Avondale to ensure the high-quality standards provided herein are adhered to. The development team is primarily focused on

adding meaningful value to the Property and bringing a variety of housing type that is not found in this part of the City of Avondale.

Relationship to Surrounding Properties

The Property is surrounded by a mixture of developed and vacant land uses.

- NORTH:** Directly to the north of the Property are medium density single family units comprising the Sunrise at Harbor Shores Units 1 and 2 subdivision. Further, the majority of the surrounding area to the north is medium density single family developments with a General Plan designation of Medium Density Residential.
- SOUTH:** The properties located to the south have a General Plan designation of Local Commercial. The uses include the Copper Springs hospital and other future medical office uses.
- EAST:** Additional Sunrise at Harbor Shores Units 1 and 2 subdivision properties are located east of the Property. These properties are designated High Density Residential by the City of Avondale's General Plan.
- WEST:** Avondale Fire-Rescue Station No. 172 is located west of the Property. The Applicant is working with the City to ensure proper and adequate emergency access is provided.

IV. INFRASTRUCTURE

Road improvements, right-of-way, easements.

Transportation Access

Harbor Shores Blvd. will serve as the Property's access point and is located directly east of the Property. Harbor Shores Blvd. is a two lane road with a single land dual directional turn lane. The Applicant is working with the City to ensure proper and adequate emergency access is also provided at the southeast corner of the Property.

Surrounding Street Improvements

The development team will work with the City of Avondale and will make any necessary street improvements in accordance with the provided Traffic Analysis provided with the Nirvana at Harbor Shores PAD Application #PL-20-0199.

Utilities

Further information for the Property utilities are found in the Preliminary Water Demand Report and Wastewater Reports completed by RCC Design Group, LLC as provided with the Nirvana at Harbor Shores PAD Application #PL-20-0199.

Water

The City is the water service provider for the Property. The proposed project is planned to make connections to the existing 12-inch PVC waterline in Harbor Shores Boulevard at two locations to ensure adequate domestic water pressures are provided for the proposed development. It is anticipated that two 2-inch meters and two 2-inch backflow devices will be installed at two separate locations to serve both the north half and south half of the project. After the two 2-inch backflow devices, the domestic services will be connected via a manifold system to a larger 3-inch line that will serve its respective portion of the site. Each building will have its own 2-inch or 1¼-inch. A separate irrigation service will be provided for the project.

The proposed project is planned to make connections to the existing 12-inch PVC waterline in Harbor Shores Boulevard at two locations to ensure adequate fire flow is provided for the proposed development. The connections will be made with 12-inch x 8-inch tapping sleeves and valves within Harbor Shores Boulevard and will have 2-inch backflow devices installed on the property for the onsite private firelines. Onsite fire hydrants shall be installed at spacings of approximately 300' and shall be installed along the fire department access throughout the site. Each building shall include a fire riser room for distribution of the fire sprinkler service within each building. Onsite private firelines shall be constructed on PVC and meet all current applicable codes.

Precise locations for connections and networks shall be determined at the Site Plan phase. All infrastructure related to water services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Site Plan phase.

Sanitary Sewer

The City is the wastewater service provider for the Property. The proposed project is planned to make a tap into the existing 10-inch VCP sewer line located within Harbor Shores Boulevard at the approximate midpoint of the property, with an 8-inch service line. Once onsite, the project will provide a gravity sewer system to serve each building. The on-site line will split with one line running in the northern drive aisle and one in the southern drive aisle to pick up the services from the proposed buildings. Each building will have its own sewer service tap into the sewer system.

Precise locations for connections and networks shall be determined at the Site Plan phase. All infrastructure related to sewer services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Site Plan phase.

Grading and Drainage

A Preliminary Drainage Report completed by RCC Design Group, LLC is provided with the Nirvana at Harbor Shores PAD Application #PL-20-0199. The on-site retention requirements shall be per City of Avondale standards and will meet 100-year storm event retention requirements for on-site and adjacent off-site flows. Historic flows may safely pass through or be routed around the site.

V. PROJECT DESCRIPTION

As noted above, there is a concurrent request to rezone the Property from the current PAD (with commercial uses) to Nirvana at Harbor Shores Planned Area Development (PAD) to allow the development of a high-quality multifamily development, providing on-site amenities and open space for both the modern professional and those interested in a “lock and leave” lifestyle. The development’s amenities and lifestyle will result in a vibrant community in the heart of Avondale. While adding to the existing housing in the area, Nirvana at Harbor Shores provides a unique housing development that caters to those looking for something different than the typical traditional housing offered in Avondale. The development will feature a large clubhouse and ample pool space to attract citizens of all backgrounds.

The Applicant is applying for a Minor General Plan Amendment and rezone of the Property because the Property is designated “Local Commercial” by the General Plan and is zoned PAD with allowances for Community Commercial (C-2) uses and development standards. The amendment and rezone would allow for high density residential development in an area needing additional residential development to support the recent commercial developments. This increase in density of the target density of 12 du/Ac can be supported by a multitude of factors that contribute to the unique urban living experience that will be provided by this development.

This high density residential use is compatible with the surrounding land uses. Currently, there are high density land uses to the east of the Property that serve as an appropriate transition of land uses to the commercial uses to the south. Nirvana at Harbor Shores will provide higher density housing that will bring the residents and synergy needed to attract and support recent commercial and mixed-use development in Avondale. Nirvana at Harbor Shores is proposing a shift in the General Plan land use from Local Commercial to High Density Residential to provide an appropriate land use transition from the Harbor Shores development to the north to the commercial uses to the south. Additionally, the proposed development will support the recent commercial developments located throughout the area.

If the land use designation is amended, the developer will be able to create a high density development that will be unique to the area. This will allow the Property to develop in a manner that is compatible with the intent of the General Plan. As such, the Applicant has provided development standards in the accompanying Nirvana Harbor Shores PAD Application #PL-20-0199 that will further allow this vision to be realized.

Preliminary Site Plan Description

As the Nirvana at Harbor Shores PAD Application #PL-20-0199 demonstrates, the proposal is to develop a multi-family residential community where the design intent is to create a living experience rooted in peacefulness and happiness for its residents.

Imagined for a post-pandemic world, the design addresses changes in how we believe people will work and socialize in the foreseeable future, with the goal of a healthy sustainable community for the future.

The common open space is abundant in size and amenities, with many smaller gathering spaces for residents and their guests to engage socially with each other, distant from other groups, and geared to people of different ages and interests. The two 3-story buildings bookend this large outdoor area. This area is configured in a T-shape to maximize views and to provide close easy access for residents. The central spine is defined by a line of date palms along a linear pool, running from the Resident Center to a distinctive ramada building. Hammocks on artificial turf provide adjacent areas for relaxation. The ramada is equipped with barbecues, work area counter space, televisions and ample area for multiple small group seating. The flanking open space offers opportunities for a wealth of other resident activities, including a putting green, an urban garden, multiple seating areas, and quiet time in the contemplation garden. Bioswales on the north and south edges create visual interest and on-site storm water retention. Additional multi-generational activities are provided with a bag toss and a young children's play area. A covered pavilion is located near the main entry, which also contains an area for mail boxes and parcel lockers.

The site design addresses the specific conditions along each side of the property. The main entry on Harbor Shore Boulevard employs maximum effort in creating a memorable first experience. This entry area is defined by date palm trees and accent paving material. The building entry to the Leasing Gallery is immediately identifiable, highlighted by use of dramatic architectural forms and materials. A water feature at the building entry sets the tone of peace and tranquility. The project's impact on the adjacent single family housing to the north is mitigated by the single story building that contains the casita dwelling units, and the stepped massing of the 3-story buildings per the North Avondale Specific Plan. The west and east boundaries are lined with parking and carriage buildings, in response to the adjacent uses, which include a fire station, existing retail and a vacant lot designated for future local commercial use.

Dwelling unit floor plans are arranged to allow flexibility of use, from the resident that desires to catch up at work at home, to the parent that needs the space for children to play. Provided in a combination of 1- and 2- bedroom floor plans, these layouts include different housing types, from flats to carriage units to single story casitas with private backyards. Private garages are distributed across the site for convenience, available within the carriage unit buildings, and within the 3-story buildings. The garages in the 3-story buildings are two-car tandem with direct access doors to the corridor. For residents without a garage, covered carport spaces are provided.

The central hub of the project is the Resident Center. Contained within will be the Leasing Gallery and a plethora of uses geared to a wide range of ages and resident needs.

Expansive stretches of glass provide views out to outdoor amenity areas and flood these spaces with light. Double height spaces with varying ceiling treatments will create visual interest, and both color & material-wise relate to the exterior architecture. Residents will have options to enjoy activities such as cooking demonstrations multiple flat screen plasma TV.'s to showcase movies/other programs, recreational-type amenities such as a pool tables, game areas and inter-active video game stations or just relax within the various lounge areas. The Co-work Place addresses the need for residents with the entrepreneurial spirit, and those that work remotely, equipped with a conference room that can be reserved, private cubicles, and a refreshment bar.

The main access point is planned on Harbor Shores Blvd., which will include ingress and egress driveway access with a landscape center round-a-bout. Fire and emergency access will be located at the southwest corner of the Property.

VI. CONFORMANCE WITH AVONDALE PLANS

The Property is designated as Local Commercial on the City's General Plan Map. The Applicant is requesting to amend the map to the High Density Residential land use category, which is intended to accommodate residential densities that range from 12 to 30 dwelling units per acre. This land use category states that units should include apartments, condominiums, or patio homes and should provide a level of intensity to promote a village environment with easy access to services, business and recreation.

This proposal is consistent with this vision by providing 24.6 dwelling units per acre with connections to surrounding commercial and employment use. The Nirvana at Harbor Shores General Plan Amendment and PAD is also consistent with a number of elements within the City's General Plan 2030 as follows.

Minor General Plan Amendment Review and Analysis

1) Availability of current and future water supplies

The City is the water service provider for the Property. The proposed project is planned to make connections to the existing 12-inch PVC waterline in Harbor Shores Boulevard at two locations to ensure adequate domestic water pressures are provided for the proposed development. It is anticipated that two 2-inch meters and two 2-inch backflow devices will be installed at two separate locations to serve both the north half and south half of the project. After the two 2-inch backflow devices, the domestic services will be connected via a manifold system to a larger 3-inch line that will serve its respective portion of the site. Each building will have its own 2-inch or 1¼-inch. A separate irrigation service will be provided for the project.

The water connections will follow the City of Avondale's supplement to MAG Specifications and Details, and American Water Works Association Standards. Since there are existing water mains fronting the property there is no need to construct a new waterline adjacent to the project.

The proposed project is planned to make connections to the existing 12-inch PVC waterline in Harbor Shores Boulevard at two locations to ensure adequate fire flow is provided for the proposed development. The connections will be made with 12-inch x 8-inch tapping sleeves and valves within Harbor Shores Boulevard and will have 2" backflow devices installed on the property for the onsite private firelines. Onsite fire hydrants shall be installed at spacings of approximately 300 feet and shall be installed along the fire department access throughout the site. Each building shall include a fire riser room for distribution of the fire sprinkler service within each building. Onsite private firelines shall be constructed on PVC and meet all current applicable codes.

The Nirvana at Harbor Shores PAD Application # PL-20-0199 provides additional water supply information that demonstrates that the surrounding water infrastructure is able to support the Project's current and future average day, max day, peak day, and max day plus fire flow demand scenarios.

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

Harbor Shores Blvd. will serve as the Property's access point and is located directly east of the Property. Harbor Shores Blvd. is a two lane road with a single land dual directional turn lane. A future traffic signal is planned for construction within the next year south at the intersection of McDowell Road and Harbor Shores Boulevard. The Applicant is working with the City to ensure proper and adequate emergency access is also provided at the southeast corner of the Property.

The approval of a high density housing land use designation in this area would also be appropriate given that it is located adjacent to existing high density land uses to the east, which serve as an appropriate transition of land uses from the Harbor Shores neighborhood to the north and the commercial uses to the south. Additionally, the Property is near the major thoroughfare of McDowell Road to the south, which will serve as a major arterial for allowing proper traffic flows in the area. Additionally, McDowell Road serves as an incredible access way to nearby commercial, medical, employment, and entertainment uses, which promote the live, work, play opportunities for the residents living at Nirvana at Harbor Shores.

The Traffic Impact Study provided by Lee Engineering for the Nirvana at Harbor Shores PAD Application #PL-20-0199 demonstrates that there will be no negative effects to the surrounding transportation system from this development. Traffic counts from the project will be similar to many of the allowed commercial uses that could be currently be developed on the site. The surrounding streets networks have been adequately been developed to accommodate the proposed residential land use.

The Applicant will also comply with the City's current engineering policies and standards and work to provide required solutions to further enhance the City's transportation networks.

3) Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways

There are no hillsides, riparian areas, or floodways adjacent to the Property. The increase in dwelling units per acre will not have any effect on the surrounding natural environment. The concurrent PAD Rezoning Application # PL-20-0199 provides adequate open space

on its conceptual site plan for trails connecting through the Property, which encourages bicycling, jogging and walking on the Property and adjacent streets.

4) Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio, and (iii) multi-family housing ratio identified within this GP2030

The proposed General Plan Amendment will not have an overall negative impact on the total City's current job-to-population ratio. In fact, the Nirvana at Harbor Shores project will provide employees for the many current and future-planned commercial, medical, and employment uses that are immediately accessible to the residents on the Property

The inclusion of any residential land use on this property will be in accordance with the City's goals and policies and will be aimed at furthering additional residential housing opportunities that do not exist in Avondale. It is anticipated that this Amendment will have no negative affects to the residential base compared to what is allowed on the Property today.

5) Impact on City services and facilities including, but not limited to, police, fire, water, and wastewater

As demonstrated in the water, wastewater, drainage, and traffic analysis undertaken by the Applicant in PAD Rezoning Application # PL-20-0199, the proposed General Plan Amendment will not have a negative impact on the City's services.

Additionally, the proposed amendment will not burden the City with regards to needing additional extensions of utility infrastructure since there are existing water lines and sewer lines available adjacent to the Property. These utility lines have adequate capacity for the proposed development. Adequate connections to serve the project will be built at the developer's cost. These exact locations and the size of the infrastructure for the property will be determined during the Site Plan phase.

According the initial discussion with the Fire Department, there will be no negative effects to their services. The Applicant is working with the City to ensure that adequate emergency access is provided to the development.

6) Extent to which the goals of this GP2030 are accomplished

The proposed Nirvana at Harbor Shores Minor General Plan Amendment provides the opportunity to develop an appropriate transition of residential land uses from the Harbor Shores development to the north to the commercial uses to the south. The General Plan also encourages housing types that are unique and provide additional housing

opportunities that are not available elsewhere in the City. As demonstrated in the concurrent PAD Rezoning Application # PL-20-0199, Nirvana at Harbor Shores is an entirely unique and holistic living experience that is not found in the West Valley.

Additionally, the proposed amendment complements most, if not all, of the goals and policies of the 2030 General Plan. The following summary provides information from the proposed development that demonstrates that it meets important goals of the Avondale 2030 General Plan:

AVONDALE GENERAL PLAN 2030

Land Use Element, Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Land Use Element, Goal 3: Promote a strong balance of high quality residential, employment, recreation, and educational land.

These goals can be obtained by providing an alternative residential development to the typical homogenous single-family residential units that exists in Avondale. Nirvana at Harbor Shores will provide a high density, quality community that will be compatible with the existing surrounding employment, commercial, and residential uses. Furthermore, the development will provide an added support needed for the variety of commercial uses in the nearby McDowell Road corridor. The type of residents and lifestyle that the Nirvana at Harbor Shores development will attract will be centered on professionals, millennials, and those wanting to live in an urban “lock and leave” lifestyle. Accordingly, the development will provide a well-balanced development which encourages social interaction by creating a larger sense of community amongst residents.

Housing Element, Goal 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Nirvana at Harbor Shores will be an urban living community that is unique within the City of Avondale. The high-quality multifamily units will be designed in a way that creates a cohesive, connected community. Residents of the Nirvana at Harbor Shores will include professionals, small families, and empty nesters who are looking for a vibrant community within Avondale. The Property design will create more of a sense of place within the area and will encourage heightened social and community interaction.

Housing Element, Goal 4: Require excellence and innovation in residential design and construction.

Policy B: Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

Policy C: Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.

Policy D: Encourage subdivision design that promotes non-vehicular access to trails and transit routes/centers as a component of a healthy lifestyle.

Policy E: Endorse the use of Crime Prevention through Environmental design (CPTED) principles when designing residential communities.

Nirvana at Harbor Shores incorporates these policies within Goal 4 by focusing on the City's Design Manuals and creating a layout with high-quality open space and recreation areas centrally located on the Property which provide easy access to all residents. Buildings are oriented to maximize use of the open areas while maintaining a sense of privacy and security. All residents will be easily connected, thus promoting a healthy, collegial, and friendly neighborhood.

Recreational Amenities Element, Goal 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Policy A: Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.

Nirvana at Harbor Shores will meet this goal by providing high-quality open space areas with a centrally located open space corridor that ensures residents have full access to the amenities that will encourage social and community interaction.

Bicycling Element, Goal 1: Develop a safe bicycle transportation system that provides connectivity throughout the City, including major public and private facilities, and to transit.

Bicycling Element, Goal 3: Increase recreational opportunities for bicyclists throughout Avondale.

Nirvana at Harbor Shores is within close proximity to commercial centers. Accordingly, the creation of this dense urban core of housing will provide ample opportunity for residents to use their bicycles to access the services and employment areas they so desire. The proposed development will greatly increase Avondale's opportunities for bicycle/pathway networks in the surrounding areas.

Urban Design Element, Goal 5: Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically.

Policy A: Distribute higher residential densities throughout our City in identified urban growth areas and facilitate the development of residences in mixed-use development within these growth areas.

Policy B: Develop residentially-designated and mixed use-designated lands adjacent to major transit facilities at high densities to reduce motor vehicle travel by encouraging the use of public transit.

Policy C: Within identified growth areas, develop residential projects at densities sufficient to support neighborhood retail in walkable, main street types of development.

Policy D: Facilitate the development of housing close to jobs to provide residents with the opportunity to live and work in the same community.

Policy E: Encourage consolidation of parcels to promote mixed-use and high density development at locations identified in the TOD Element and on the Land Use Map.

Nirvana at Harbor Shores meets this goal and each policy listed above by providing a high density urban community that has strong pedestrian access to surrounding employment and commercial uses, and is readily accessible to the City of Avondale. Additionally, Nirvana at Harbor Shores will provide a welcome economic increase to the surrounding commercial uses and act as a catalyst for future development. Nirvana at Harbor Shores is well poised to create a dynamic, high density community within this growth area that will create vitality for future mixed-uses, retail, and employment uses that will come into the area.

THE NORTH AVONDALE SPECIFIC PLAN

The North Avondale Specific Plan covers the majority of land within the Avondale City Limits north of McDowell Road. The Planning Area is bounded by McDowell Road on the south, Litchfield Road on the west, and 103rd Avenue on the east. The northern boundary is Indian School Road. The majority of the North Avondale Specific Plan is developed as Medium Density Residential.

Objective #1: Facilitate the full buildout of North Avondale.

Land Use Element Goal #1, Policy D: Enhance the attractiveness of infill parcels as option for new development throughout Avondale.

The Property is an infill site surrounded by medium density residential neighborhoods and commercial properties. Despite the Property being zoned for commercial uses, it has remained vacant for years. The Property has been marketed to a variety of commercial users for many years. One of the biggest disadvantages is that the Property is located away from arterial streets that have attracted the commercial uses and instead fronts onto a collector street, Harbor Shores Boulevard, away from the more trafficked arterial street

frontages that are necessary for commercial uses to thrive. This lack of visibility has provided challenges for the Property to develop with any type of commercial.

With its close proximity to multiple commercial districts, Nirvana at Harbor Shores will complement and draw residents that will be able to utilize the commercial retail and employment areas to the south. This will provide additional residents to the area, which will further vitalize the existing uses.

Additionally, as demonstrated in the provided imagery and development standards for Nirvana at Harbor Shore, this development will greatly improve a current vacant/blighted site that will be incorporated into the current infrastructure system of the surrounding area and provide an attractive development that will further complement the existing uses in the area.

Objective #5: Attract residential products and subdivision designs that are unique from what North Avondale currently offers.

Housing Element Goal #2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Most of North Avondale consists of homogenous traditional single-family residential housing with garage dominated houses and very little open spaces that enrich developments. The surrounding developments around the Property consist of medium density ranges and commercial uses.

As described herein and in the accompanying PAD application, the Nirvana at Harbor Shores development provides a unique multifamily residential development that will seamlessly blend into what is currently developed in the area. The site plan is laid out with an emphasis on the aesthetics and the active open spaces offered with the development. This is a unique housing development that is not found in North Avondale. With an emphasis on community open space and enriched amenities, Nirvana at Harbor Shores will be an incredible development that will attract a different type of resident for North Avondale. This will provide a variety of different socio-economic levels to this part of the City.

Objective #7: Develop a "Sense of Place" in North Avondale.

Urban Design Element Goal #2, Policy A: Create visual "gateways" at principal entry points to Avondale, and develop a design "theme" that is used throughout the City to create a sense of unity and identity.

The Property has sat for decades without any interest in development and is currently vacant and blighted at best. With the enhanced open space, amenities, and unique residential development and architecture, the Nirvana at Harbor Shores provides an area that will add to the "sense of place" and a visually appealing gateway to this area of North Avondale. The unique layout of the residential development, with its varied housing

opportunities provides a distinctive aesthetic focal point for those driving in this area being a great sense of unity and identity.

AVONDALE STRATEGIC FIVE-YEAR PLAN

The Avondale Strategic Five Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses and key personnel across the city's organization. The Plan represents a cohesive and intelligent approach which will enable Avondale to create a community that is family friendly and economically robust. Overall, Nirvana at Harbor Shores will help Avondale achieve its going of becoming a city that is Aspiring, Achieving and Accelerating.

Nirvana at Harbor Shores is in a unique location that provides the opportunity to develop a site near multiple commercial uses and will synergize with the adjacent employment areas. Increased employment opportunities will come to the City in the near future along Interstate-10, the location of this development will enable the City to keep Avondale workers in Avondale. The development's location will prove to be an attractive option for workers looking to locate to Avondale due to the City's economic development. Nirvana at Harbor Shores will complement and support the economic vision of the Strategic Five Year Plan.

Nirvana at Harbor Shores will meet the following goals of the Strategic Five Year Plan.

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

Nirvana at Harbor Shores's modern design will offer multifamily units and create a unique urban experience not currently available within the City of Avondale, but is demanded by both millennials, professionals, and empty nesters throughout the Valley.

Nirvana at Harbor Shores is designed to provide on-site amenities and open space for both the modern professional and those interested in a "lock and leave" lifestyle. While adding to the existing housing in the area, Nirvana at Harbor Shores provides a unique housing development that caters to those looking for something different than the typical traditional housing offered in Avondale. The Nirvana at Harbor Shores development is unique to Avondale and contributes to the diversity of housing that the Strategic Five Year Plan envisions.

Initiative #2, Strategic Goal, Action Item: Establish relationships with potential partners for the development of trail and river corridors.

The nearby sidewalks and bicycle lanes provide opportunities for the residents to access the nearby Agua Fria Wash, with all its trail amenities. This will provide recreational and exercising opportunities for the Nirvana at Harbor Shores residents. These trails promote pedestrian and bicycle connectivity and encourage active lifestyles.

VII. GENERAL PLAN FINDINGS ANALYSIS

Per the Avondale General Plan 2030 Findings analysis provided on page 16 of the General Plan, the following information is provided.

As provided throughout the Nirvana at Harbor Shores General Plan Amendment narrative, the proposed development meets or exceeds all of the required findings of the Avondale General Plan as follows:

- *The development pattern contained on the Land Use Plan inadequately provides sufficient sites for the use or change proposed in the amendment.*

The General Plan notes that as of 2010, there was only 1.47% of land uses in Avondale developed for high density residential. It also notes that available acreage is at approximately 63 acres. This does not provide sufficient amount of acreage for the type of housing proposed for Nirvana at Harbor Shores. Additionally, the proposed residential development is very unique and is not found in Avondale. This uniqueness can be found in the high quality demonstrated in the building elevations and project perspectives found in the Nirvana at Harbor Shores PAD application. Additionally, the variety of high-quality multifamily units will be designed in a way that creates a cohesive and connected community. The Property design will create more of a sense of place within the area and will encourage heightened social and community interaction by providing a variety of active and distinctive open space amenities including a “Residential Social Hub,” indoor co-working space, community outdoor kitchen area, yoga area (Additional details regarding these community amenities can be found in the Nirvana at Harbor Shores PAD). Overall, this will attract residents of the Nirvana at Harbor Shores that include professionals, small families, and empty nesters who are looking for a vibrant community within Avondale.

Nirvana at Harbor Shores will draw residents to this commercially vibrant area. During a recent City Council Work Session on December 9, 2019, the City discussed a City-commissioned market analysis completed by Elliot D. Pollack & Company to review historic Avondale neighborhoods. While the proposed development is not near the historical areas that were reviewed in the study, one of the interesting outcomes was that in order to establish and activate commercial areas in Avondale there needed to be an increase of higher density residential projects to help induce additional retailers and restaurateurs. This principle certainly applies to the Property as it is located near the many current and future commercial uses of the nearby McDowell Road corridor. This proposal will provide those additional high density residential projects that are needed to further provide support to the commercial, retail, entertainment, and employment uses being attracted to the area.

This would allow the Property to develop in a manner that would create some of the high density residential uses needed for this area and would be compatible with the intent of the General Plan for development in this area. As such, the Applicant has provided development standards in the accompanying Nirvana at Harbor Shores PAD Application #PL-20-0199 that will further allow this vision to be realized.

- *The amendment constitutes an overall improvement to the 2012 Plan and is not solely for the good or benefit of a particular landowner or owners.*

The Property has a current General Plan land use designation of Local Commercial, which has been on the Property for a long period of time. However, commercial development has passed the area by and the Property has laid vacant and undeveloped for numerous years. The market conditions for the past several years has shown that the Commercial land use is not viable for current development conditions in the area. The Property is at a complete disadvantage with other competing commercial uses in the area as it is not located adjacent to a major thoroughfare, it is difficult to access being tucked behind other commercial uses and accessible from a road for neighborhood residential users, and it is not part of any larger commercial center to benefit from visibility and marketing opportunities.

The proposed high density residential land use is a superior use and the land use transitions it will provide are consistent with the pattern of land uses that are currently established to the east of the Property with high density land uses providing an appropriate transition between Harbor Shores residential to the north and commercial uses to the south. The proposed minor general plan amendment will bring a housing product that will be beneficial to providing additional employees and customers to the increasing commercial, retail, and employments uses along the McDowell Road corridor.

The proposed high density housing will be lower density than the General Plan's 30 du/ac maximum for High Density Residential districts. The development will create an urban feel that will be compatible with the envisioned developments for the surrounding properties. Nirvana at Harbor Shores will be designed in a way that is complementary to the surrounding neighborhoods and is supported by current market conditions.

Nirvana at Harbor Shores will draw residents to this commercially vibrant area. During a recent City Council Work Session on December 9, 2019, the City discussed a City-commissioned market analysis completed by Elliot D. Pollack & Company to review Avondale neighborhoods. One of the outcomes of the Pollack Study was that in order for Avondale to be successful there needed to be an increase of higher density residential projects to help induce additional retailers and restaurateurs. The Property is perfectly poised to provide additional higher density residential that is needed in the area.

The development will accomplish these goals because the Property is in the right location in the City and will provide high-quality amenities that attract young professionals and seniors that wish to make Avondale home. When looking at Nirvana at Harbor Shores, the variety of building types, architectural styles, amenities and development standards provide that type of multi-family development for Avondale. The location of this development is perfectly situated in Avondale and the development will result in positive economic activity for the surround commercial uses and will absolutely provide an overall improvement to the General Plan.

- *The amendment will not adversely impact the community as a whole or a portion of the community by:*
 - *Significantly altering the acceptable land use patterns;*
 - *Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water and wastewater, and public safety facilities than would otherwise be needed without the proposed change;*
 - *Adversely impacting the existing land uses; or*

The amendment will have no negative impacts on these findings points. As already discussed, the proposed amendment will provide similar land use scenarios that are occurring adjacent to the east with appropriate transition of land uses from residential to commercial uses along McDowell Road. The proposed residential will provide the housing density needed in this area and will be compatible with the surrounding existing development. The public infrastructure exists in the surrounding right of ways for this development and will not be a significant burden on the existing City utility systems.

Additionally, the Nirvana at Harbor Shores PAD outlines development standards and site plan layout to address any potential impacts to adjacent land uses, including addressing any potential impacts with allowed heights for multifamily residential building adjacent to the single-family residential development to the north. This is done with building heights that are stepped down as you move north towards the single-family residential neighborhood to the north. One-story buildings are located along the entire north property line adjacent to the existing single-family residential homes. Any three-story buildings are designed to be setback approximately eighty (80) feet from the single-family resident so that the buildings will be less visually dominant from the perspective of the existing single-family. This design will ensure the compatibility of the project to the adjacent single-family residential uses.

Lastly, the development is designed to provide attractive frontage and perimeter buffering, so that all those who drive by and interact with the Property will quickly observe

that beauty of the Property. The development promotes a more pedestrian friendly environments and encourages residents to walk and bike to adjacent areas for work, shopping, and recreation.

- *That the amendment is consistent with the overall intent of the 2012 Plan and other adopted plans, codes and ordinances.*

As demonstrated in the "Conformance to Avondale Plans" section of this GPA narrative, the Nirvana at Harbor Shores General Plan Amendment is consistent with the overall intent of all Avondale plans, codes, and ordinances. Additionally, the amendment consists of an improvement to the General Plan with the overall enhancements as outlined below:

- Provides higher density residential that will be needed to further provide the necessary employees and customers of the variety of commercial uses found on the nearby McDowell Road corridor.
- Enhanced designs and vegetation at entries ways, along with attractive open space/recreation areas on the Property will provide beautiful aesthetics to the area.
- Provides usable open space in a central, accessible corridor that includes enhanced amenities that are not typically provided or required, including a clubhouse, BBQ ramada and other shade ramadas, a pool/spa, fire pits, and other open spaces areas as shown on the provided plans.
- Greater connectivity with the central amenity areas and all housing units being easily accessible to all residents throughout the development with connective pathways.

VIII. CONCLUSION

Nirvana at Harbor Shores is located near multiple commercial use centers. The Property's location is ideal for an urban multi-family community that will synergize with the surrounding area. The General Plan Amendment and PAD create design and development standards that complement the surrounding employment, commercial, and residential uses while providing a luxury, urban housing development not currently found in Avondale.

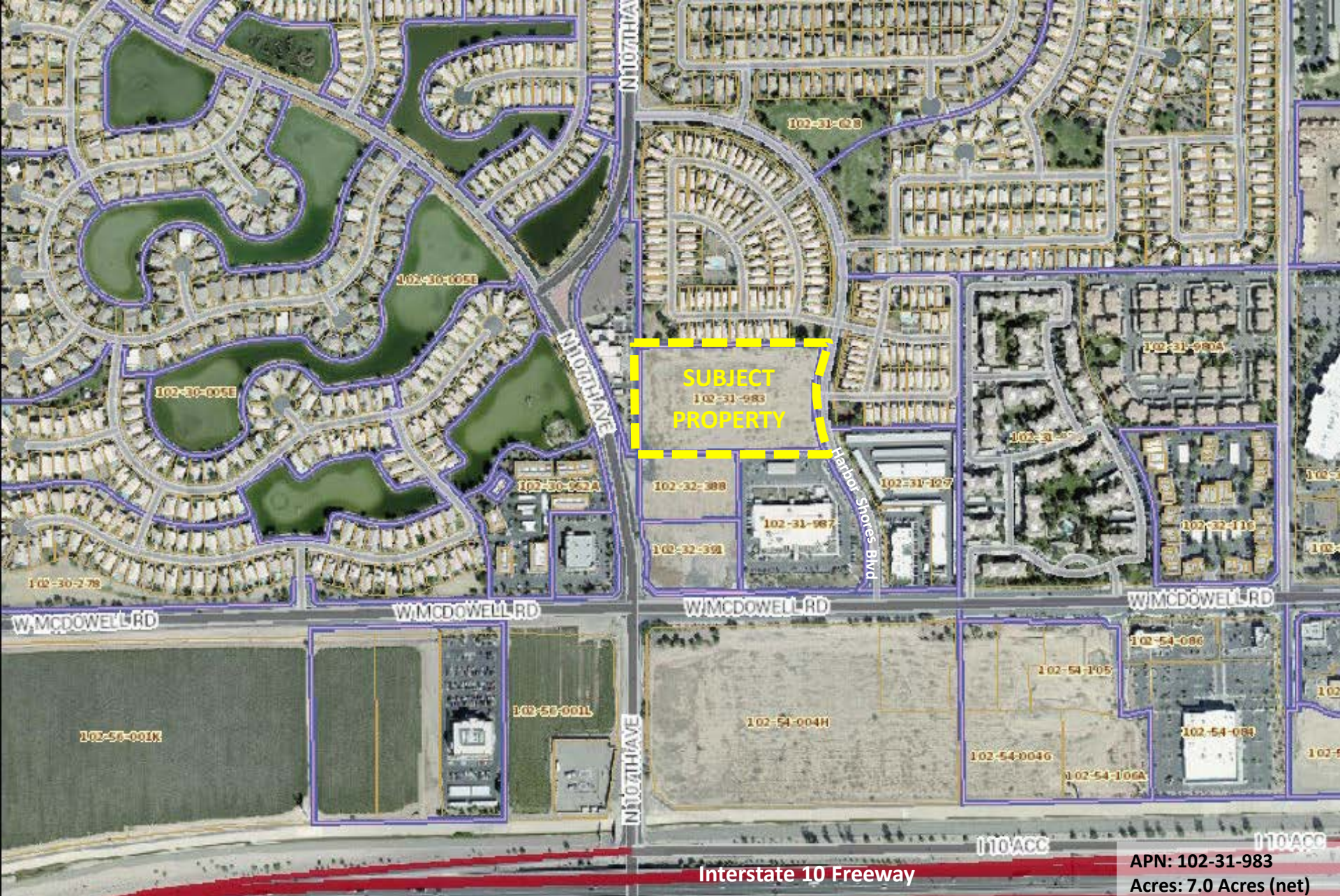
As detailed above, the proposed General Plan Amendment and PAD is consistent with many of the policies in the City of Avondale's General Plan 2030. The proposed plan will develop a vacant site and provide a vibrant urban feel reflecting the aspirations and character of Avondale. Nirvana at Harbor Shores will draw residents such as professionals, millennials, and empty nesters, subsequently attracting a variety of residents to Avondale.

The development's unique location and thoughtful design strategies will help Nirvana at Harbor Shores seamlessly integrate into the urban core of Avondale, while also setting itself apart in a distinctive way. The Avondale General Plan states that the City should encourage these types of developments, which are geared towards the providing more compatible multifamily developments to support that adjacent McDowell Road corridor with its varied commercial and employment land uses. Additionally, with the City acknowledging the importance of high-quality amenities and interactive social spaces within developments, Nirvana at Harbor Shores provides the framework for Avondale's vision to become reality.

The Nirvana at Harbor Shores General Plan Amendment allows for the establishment of a high level of quality, building design, and site design expectations for this multi-family residential development. The concurrent Nirvana at Harbor Shores PAD Rezoning Application # PL-20-0199 includes exhibits and imagery that represent this level of quality.

We look forward to Nirvana at Harbor Shores being a unique multi-family development that brings a high-quality urban experience to its residents.

EXHIBIT A

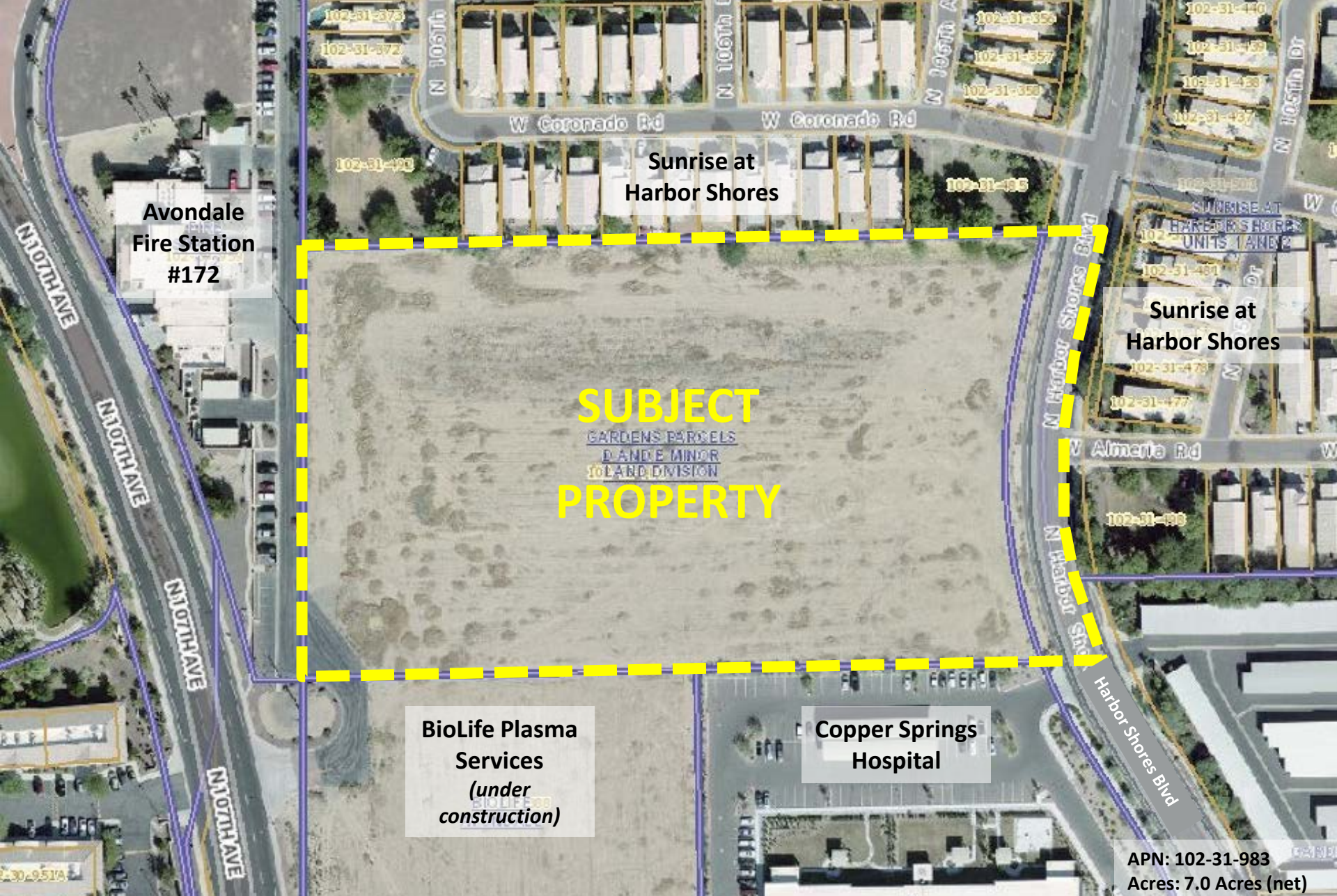


APN: 102-31-983

Acres: 7.0 Acres (net)

Exhibit A - Regional Aerial Context Map
Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue

EXHIBIT B



Avondale
Fire Station
#172

Sunrise at
Harbor Shores

Sunrise at
Harbor Shores

**SUBJECT
PROPERTY**
GARDENS PARCELS
D AND E MINOR
10 LAND DIVISION

BioLife Plasma
Services
(under
construction)

Copper Springs
Hospital

APN: 102-31-983
Acres: 7.0 Acres (net)

Exhibit B - Aerial Context Map
Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue

EXHIBIT C

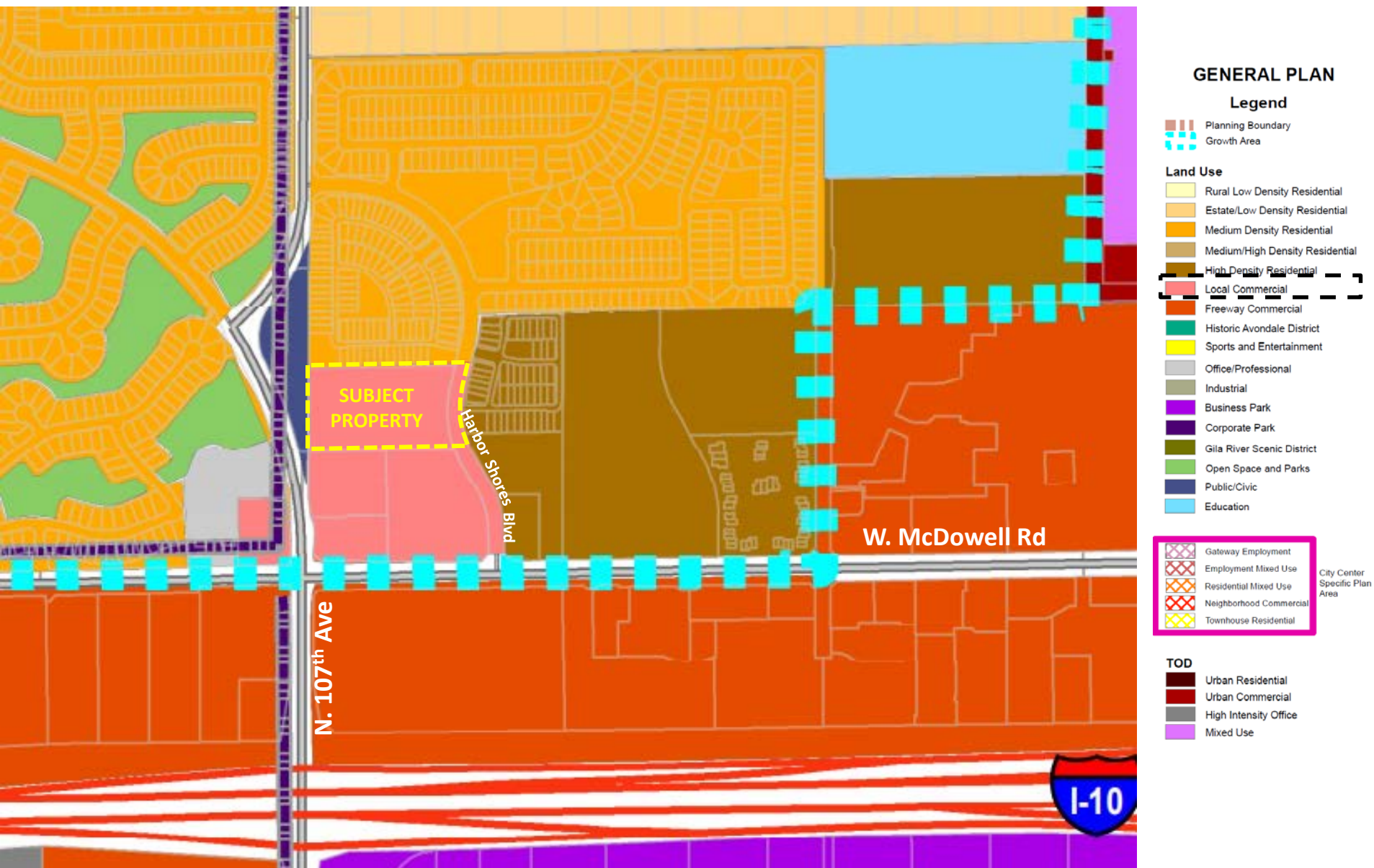


Exhibit C – Current Avondale General Plan Map
 Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue

EXHIBIT D

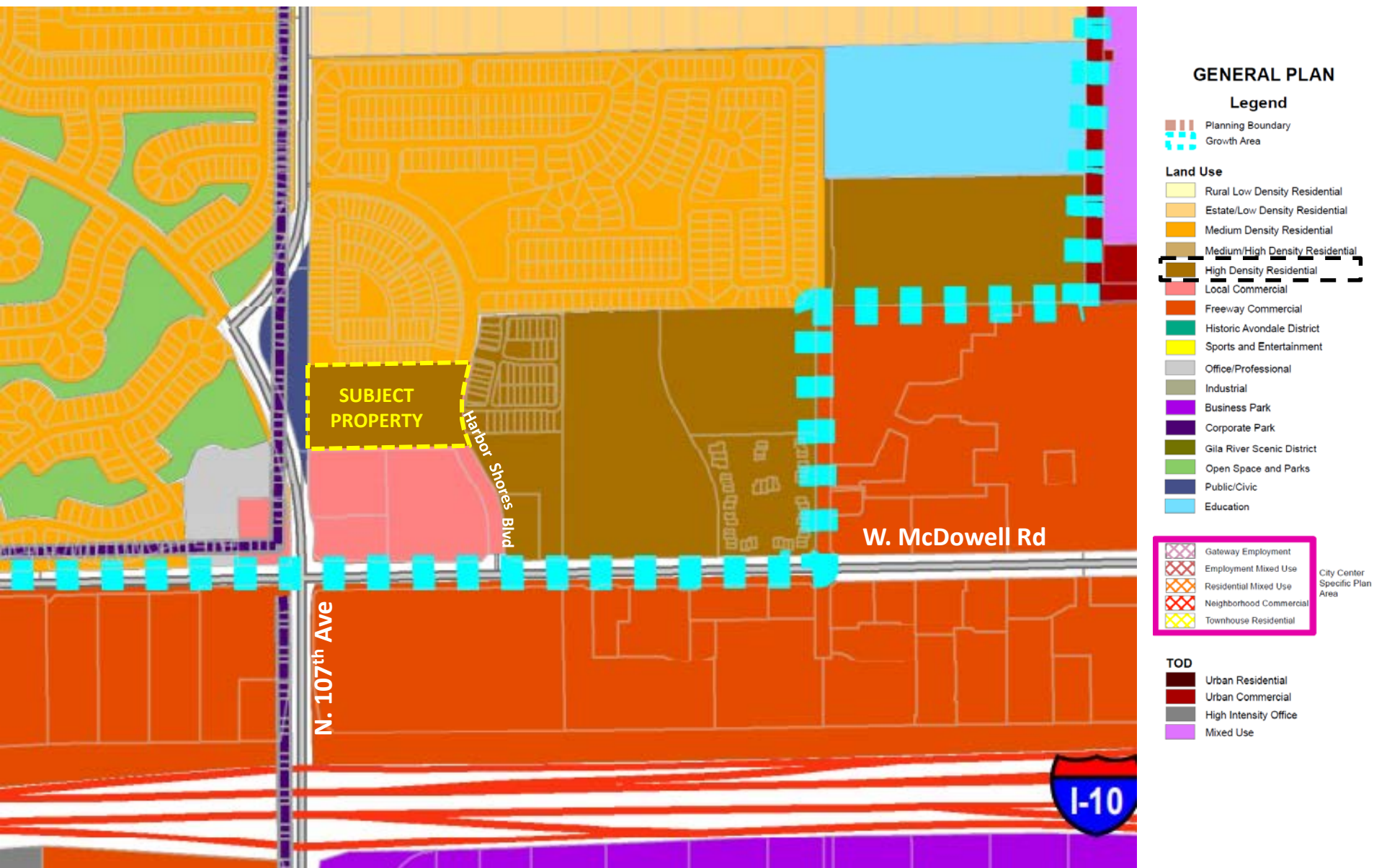


Exhibit D – Proposed Avondale General Plan Amendment Map
 Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue

EXHIBIT E



Exhibit E – Current Avondale Zoning Map
Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue

Exhibit F

Neighborhood Meeting Summary

November 12, 2020



**TIFFANY
& BOSCO**
P.A.

November 17, 2020

Ken Galica, Division Lead Planner
City of Avondale
Development and Engineering Services
11465 W Civic Center Drive
Avondale, AZ 85323

RE: PL-20-0194/PL-20-0199 Nirvana at Harbor Shores GPA/Rezoning - November 12th, 2020 Neighborhood Meeting Summary

Dear Mr. Galica:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the Nirvana at Harbor Shores Minor General Plan Amendment and Rezoning applications (*Case numbers: PL-20-0194/PL-20-0199*) for the approximately 7.0 acre (net) site located north of the northwest corner of McDowell Road and Harbor Shores Boulevard (the "Property"). The meeting was held on Thursday, November 12th, 2020 from 6:00pm–7:00pm via Zoom Teleconference (as scheduled by the City of Avondale).

The neighborhood meeting was hosted by Shaine T. Alleman of Tiffany & Bosco, Shaun Kanaka of Nirvana at Harbor Shores, LLC, and Vince Scarano of Biltform Architecture Group to review the proposed applications and answer questions regarding the project.

The following individuals attended from the public:

- Vice Mayor Pat Dennis, City of Avondale
- Brian Craig, AICP, City of Avondale, Planning Manager
- Darrell Primm (2029 N. 106th Drive & 10633 W. Coronado Rd)
- Miguel Hernandez (10472 W. Palm Lane)
- Denise Erives (Manager at Aventura Apartments, 10350 W. McDowell Road)

Mr. Alleman began the neighborhood meeting by presenting an overview of the project including reviewing the development process and timing, the conceptual site plan, and conceptual elevations and renderings. The remainder of the meeting was open for discussions and questions from the public. The following is summary of that discussion.

Regarding the Northern Edge of the Property

Vice Mayor Dennis and Darrell Primm asked several questions about the distance setback and heights for all of the building types.



For the centralized 3-story buildings (Buildings 1 & 2), Mr. Alleman explained that the distance from the 1st floor to northern property line will be 80' and the 2nd and 3rd floors will be stepped back (in accordance with the North Avondale Specific Plan).

For the casitas on the north property line (Building 3), Mr. Alleman explained that the setback distance for casitas to the north property line will be 15' (which is similar to the existing 8' – 15' setback for that the Sunrise residences have.)

For the east building (Building 4) and south building, Mr. Alleman explained that these building would be 2-story and be setback 15' from the adjacent Property line.

Mr. Primm asked questions about the existing northern wall and if there would be provisions for addressing any painting or potential maintenance issues.

Mr. Alleman explained that each respective association/ owner would be required to paint and maintain their portions of the wall. In the case of shared maintenance issues, this would need to be addressed between association entities at that time.

Traffic Circulation

Vice Mayor Dennis asked general questions regarding the traffic circulation on Harbor Shores Boulevard and whether a signal light was planned at the Harbor Shores Boulevard and McDowell Road intersection.

Mr. Alleman explained that the PAD application required a full traffic impact analysis and the results showed that there is no significant impact on the road or at the intersection that is 600' to the South of the Property. The AM peak hours is 80 trips and the PM peak hour is 96 trips. Some commercial users (current Property zoning) generate approximately 80-100 users and, thus, generate the same or more trips.

Mr. Alleman explained that the TIA indicated that the project does not warrant a traffic light at this location. However, a future traffic signal is planned for this location. Mr. Alleman said he would get additional details on this from the City and provide them.

Southwest Access

Vice Mayor Pat Dennis asked about southwest emergency access, why it couldn't be used for vehicular access, and if it was possible to add a pedestrian access there.

Mr. Alleman explained that this was discussed with the City and the City's preference was that this access point would only be an emergency access only for safety services.

In regards to the pedestrian, the Applicant is open to this idea and will discuss with the City departments to determine if a potential pedestrian access is feasible.

Other General Questions:

Mr. Primm asked other general questions:

- What is the timeline of this project? Mr. Alleman: The developer wants to move quickly and is submitting the Site Plan/DR application within a couple months.

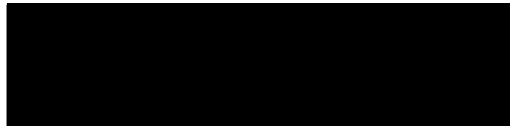


- Will the project be gated? Mr. Alleman: Yes, it will be gated.
- Will there be any flood control for the project? Mr. Alleman: Yes, we are required to have a drainage report to take care of on-site drainage. Drainage will primarily be managed through underground storage.

Mr. Primm also expressed that he appreciated the thought and energy put into the design of the projected and liked the project design and architecture. Mr. Primm also explained that the property currently has landscaping issues, trash, and abandoned shopping carts and was looking forward to a well-managed project on the Property.

If there are any further questions regarding the neighborhood meeting, you may reach me at 602-452-2712 or sta@tblaw.com.

Sincerely,



Shaine T. Alleman

Exhibit G

Certificates of Adequate School Facilities

Pendergast Elementary School District

Tolleson Union High School District



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Nirvana at Harborshores (PAD Rezoning & General Plan Amendment) has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Nirvana at Harborshore Project Manager: Ken Galica
Request: PAD Rezoning & General Plan Amendment Acreage/Parcel Size: 7.0 Acres
Current Density Allowed: 0 units Density Proposed: 24.6 du/ac
Total number of residential units proposed: 172

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?
If answered yes, how many acres is needed for the school site?

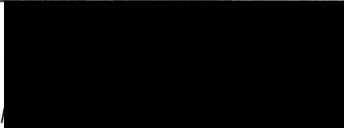
Yes ☐ No ☒

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: 9/9/2020
School District: Pendergast Elementary School District
District Chief Financial Officer: Joanne Fimbres
Phone #: 623 772-2200
E-mail: jfimbres@pesd92.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.avondale.org/developmentservices



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

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As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes X No

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes No
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 9/14/20
School District: Tolleson Union High School District
District Superintendent: Superintendent Nora Gutierrez
Phone #: 623-478-4001
E-mail: Nora.gutierrez@tuhsd.org

Signature

It is the duty of the representative of the District noted above to attend and return to the Development & Engineering Services Department of any City Council meetings

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2009-0221 - Rezoning from McDowell and 107th Avenue Planned Area Development (PAD) to Nirvana at Harbor Shores Planned Area Development (PAD) – Application PL-20-0199

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Kevin Murphy, Development & Engineering Services Department 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 hold a public hearing and consider a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of property owner Mr. Sharat Kanaka, Nirvana at Harborshores, LLC, to adopt Ordinance 2009-0221, to rezone approximately 7.40 gross acres of land located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard from McDowell and 107th Avenue PAD to Nirvana at Harbor Shores PAD. The proposed Nirvana at Harbor Shores PAD would allow for development of the site with a contemporary 172-unit multi-family residential apartment community at a density of 24.6 units per acre. The rezoning request applies to 7.40 gross acres inclusive of the 7-acre subject property and the half-width of the adjacent Harbor Shores Boulevard right-of-way. A request to change the General Plan 2030 Land Use Map designation of the property from Local Commercial to High Density Residential to allow residential development at the proposed density will be considered separately. The Council will take appropriate action.

BACKGROUND:

The 7.40-acre subject property (Exhibits A and B) is located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard. The subject site includes approximately 7 acres of vacant, undeveloped privately-owned property upon which the Nirvana at Harbor Shores development is proposed and the adjacent half-width of Harbor Shores Boulevard right-of-way, approximately 0.40 acres in area.

The property was annexed into the City's corporate limits in February 1985 and rezoned to Planned Area Development (PAD) in May 1985 as part of the 113.1-acre McDowell and 107th Avenue PAD. The McDowell and 107th Avenue PAD, twice amended, allows for 25.1 acres of commercial development at the intersection of McDowell Road and 107th Avenue. This commercial sub-area, of which the subject parcel is a part, is to be developed with uses and development standards of the City's C-2 (Community Commercial) zoning district. The McDowell and 107th Avenue PAD also allows for 88.0 acres of single-family residential development expanding out from the southeast corner of 107th Avenue and Encanto Boulevard.

Approximately 15.7 of the PAD's 25.1 commercial acres have been developed with C-2 uses including a behavioral health hospital, plasma donation center, medical offices, and a mini-storage facility. The remaining 9.4 acres, inclusive of the subject property, are vacant and undeveloped. The residential component of the McDowell and 107th Avenue PAD is fully developed with 470 single-family detached residences.

The property is designated by the General Plan 2030 Land Use Map as Local Commercial. The Local Commercial land use designation provides for the daily needs of goods and services to residents within the surrounding area; uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. The applicant has submitted a separate application for a Minor General Plan Amendment to change the land use designation of the property to High Density Residential (HDR). The HDR designation allows for development of patio homes, apartments, condominiums, or townhomes with a density ranging between 12 and 30 dwelling units per acre. A map showing both the existing and proposed General Plan Land Use designations on the property is included as Exhibit C. Approval of the applicant's General Plan Amendment request, changing the land use of the site from commercial to residential, is required for the rezoning to be approved.

The property is also located within the boundaries of the North Avondale Specific Plan (NASP); the NASP furthers goals, policies and objectives of the General Plan 2030 to ensure that the existing residential character of North Avondale is protected through implementation of compatible design.

The existing uses and zoning of surrounding properties include:

NORTH: Unit I of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned "McDowell & 107th Avenue" PAD.

EAST OF HARBOR SHORES BOULEVARD: Unit II of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned "McDowell & 107th Avenue" PAD.

SOUTH: From east to west along the property's south boundary:

- Copper Springs healthcare facility, a 72-bed behavioral health center located on 6.0 acres zoned "McDowell & 107th Avenue" PAD.
- BioLife Plasma Services, a recently opened 14,500 square foot plasma donation center located on 2.5 acres zoned "McDowell & 107th Avenue" PAD.

WEST: A 3.4-acre City-owned parcel developed with Avondale Fire and Rescue Station #172. The property is zoned Crystal Gardens PAD.

SUMMARY OF REQUEST:

The applicant is requesting to rezone the subject property to a new Planned Area Development (PAD). The proposed Nirvana at Harbor Shores PAD Narrative, included as Exhibit E, details permitted uses, development standards, landscaping and design standards, and other requirements that will guide future development of the site. While many PADs are written to maximize flexibility in future development by including broad use lists, general architectural standards, and very basic bubble site plans, the proposed Nirvana at Harbor Shores PAD varies from this model and is very specific as to the type of development that will occur on the property. Within the narrative, a conceptual site plan (Exhibit F), building elevations and perspectives (Exhibit G), signage, color and material board, and landscape/open space plan for a contemporary, urban-styled 172-unit multi-family residential apartment community have been provided.

The proposed community will be accessed by a grand, resort-style gated entrance from Harbor Shores Boulevard along the property's east side. The entrance, which will feature decorative paving and a landscape median separating inbound traffic from outbound traffic, will be flanked on both the north and south by contemporary monument signs for the new community. Full travel movements will be allowed at the entrance, allowing residents the ability to access either 107th Avenue (by turning left on Harbor Shores Boulevard) or McDowell Road (by turning right on Harbor Shores Boulevard). Though not currently warranted, a future signal at the McDowell Road/Harbor Shores Boulevard intersection is anticipated within the next five (5) years. Until the new signal is warranted and constructed, traffic on southbound Harbor Shores is permitted to make both left and right turns onto McDowell Road after coming to a full stop at the intersection; upon completion of the new signal, residents exiting to McDowell Road will be able to perform signalized turns onto McDowell Road. Internal circulation is provided via a private loop road that encircles the two (2) largest buildings on the site, with smaller buildings and parking provided on the outside of the ring road. A secondary access to the site, for use by emergency vehicles only, is provided at the southwest corner of the property.

A pedestrian connection to the Harbor Shores Boulevard sidewalk, by which residents can access the wide variety of businesses in the McDowell Road corridor, is provided at the site's eastern end south of the Harbor Shores driveway. It is expected that, due to the site's proximity to McDowell Road, residents will often choose pedestrian access to their favorite nearby shops and restaurants.

The Nirvana at Harbor Shores development will include nine (9) total buildings containing 97 one-bedroom apartments and 75 two-bedroom apartments (172 units total). The nine (9) total buildings are comprised of four (4) different building types, as follows:

- **Building #1:** Located just west of the main entry, the three-story, U-shaped Building #1 will feature 77 apartment units wrapping the eastern half of the community's central open space area. The complex's main building, Building #1 will also feature the community's leasing office, a co-working space/business center, a fitness center, a social hub for residents, and fourteen (14) tandem-style two-car garages on the ground floor, each of which will be accessible from interior corridors within the building itself.

Designed in a contemporary architectural style, Building #1 reaches a maximum height of 38 feet except at building corners, where 40-foot tower elements are provided for architectural enhancement. With the goal of minimizing impacts of the proposed development on existing single-family residential uses occurring north of the property, Building #1 has been set back 80 feet from the nearest single-family residential lot line. Additionally, the building has been designed with stepped massing, where upper floors step back from the face of lower floors, to provide even greater separation between the second and third stories and adjoining uses.

- **Building #2:** The three-story, U-shaped Building #2, located immediately west of Building #1, contains 81 apartment units that wrap the west half of the community's central open space area. The sister building to Building #1, Building #2 is a near mirror image to Building #1 except that four (4) additional apartments are provided in place of community facilities (e.g. leasing office). Building height, design, setbacks, and stepped massing for Building #1, as discussed above, also fully apply to Building #2.
- **Building (Type) #3:** Building #3, of which there are five (5) in total, are single-story duplex casitas located along the site's north property line, between the project's loop road to the south and existing single-family residences to the north. Each of the five (5) casita buildings will include two (2) apartment units (for a total of ten (10) casita units), with each unit featuring a private, walled backyard. The proposed casita buildings, designed in a contemporary style to complement the development's primary three-story buildings, are setback fifteen (15) feet from property line, intentionally approximating the character of single-family residences backing up to one another.

- **Building #4:** Two-story Building #4, is 25 feet in height and located along the property's western edge backing up to the City's Fire Station #172. A carriage-style building featuring residential units above ground floor garages, Building #4 includes two (2) apartments above ten (10) one-car garages.
- **Building #5:** Identical to Building #4, Building #5 is located along the site's southern property line backing up to the recently completed BioLife Plasma Services facility.

The proposed building architecture provides for a contemporary dynamic balanced with rustic materials emblematic of the Sonoran Desert. Materials such as stucco (in five (5) contrasting but complementary warm tones), rich-toned wood plank tile, concrete block with depth patterning, and natural Cor-Ten metal accents are creatively incorporated into the designs of buildings. All building types within the proposed development incorporate the full range of materials, colors, and methods to provide excellent façade articulation and to create visual interest throughout.

The proposal provides for 21.7 percent usable open space exceeding the 20 percent minimum required. A wide range of unique amenities are to be provided, both indoors and outdoors. Indoor amenities, all contained within Building #1, include a resident fitness center, indoor co-working space/business center, and resident social hub (an community space featuring a gourmet kitchen, cyber café, large screen TVs, and flexible seating). Outdoor amenities, all located in the large courtyard area created by the U-shaped design of Buildings #1 and #2, include a large resort style pool and spa, fireside seating area, hammock seating, outdoor kitchen with grilling stations, yoga lawn, bag toss area, putting green, active urban garden, and passive contemplation garden. Low impact design principles, such as bioswale retention, are employed in the design of the outdoor amenity area.

In accordance with City requirements, a total of 295 parking spaces are provided on the site. Of the 295 spaces provided, 76 will be in the form of fully enclosed garages located on the ground floor of Buildings #1, #2, #4, and #5, 98 will be covered carport parking spaces, and 121 parking spaces will be uncovered. All units will have at least one (1) assigned covered parking space, to either be a carport space or garage space.

Development of the property is expected to occur in a single phase.

As previously noted, the property is currently designated by the General Plan Land Use Map for Local Commercial use. Approval of the concurrent General Plan Amendment request, changing the Land Use Map designation of the property to High Density Residential, is required to consider approval of this rezoning request allowing for development at a density of 24.6 dwelling units per acre.

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).

Elementary (K-8) students will attend Rio Vista Elementary School located at the southeast corner of Encanto Boulevard and 103rd Avenue approximately 0.4 miles northeast of the Nirvana at Harbor Shores site. High school aged students will attend the new West Point High School located at the northwest corner of Encanto Boulevard and Avondale Boulevard, approximately 1.2 miles northwest of the planned development.

Both PESD and TUHSD have provided the City with Certificates of Adequate School Facilities (Exhibit G) stating that each district has adequate capacity to accommodate the anticipated enrollment from the proposed Nirvana at Harbor Shores development.

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, November 12, 2020. Due to the ongoing Covid-19 pandemic, the

meeting was held virtually via Zoom. 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 in at least fifteen (15) days prior to the meeting as required. In addition to City Staff and the applicant's team, four (4) people attended the virtual meeting (Exhibit H). Discussion was primarily related to the following topics:

- ***Setbacks from the north property line adjacent to existing single-family residential:*** The applicant answered several questions about the location of buildings on the Nirvana at Harbor Shores site relative to the existing homes in Sunrise at Harbor Shores Unit I north of the property. Specifically, the applicant noted that the first floor of the tallest (3-story) buildings are set back a minimum of 80 feet from the single-family property lines, with the second and third stories of those buildings stepping back to provide even further separation. The single-story casitas closest to the north property line are setback a minimum of fifteen (15) feet, similar to a typical rear setback in the condition when single-family homes back up to one another.
- ***Responsibility for maintenance (including painting) of the existing wall along the north property line:*** The applicant explained that the development on each side of the wall would be responsible for painting the respective sides of the wall. Following the meeting, Staff clarified that, because the wall is the property of the Sunrise at Harbor Shores Unit I community, addressing any structural issues with the wall would be the responsibility of the Sunrise at Harbor Shores Homeowners Association unless the underlying cause of damage was attributed to the Nirvana at Harbor Shores development.
- ***Impacts of traffic on Harbor Shores Boulevard and whether a new traffic signal would be provided at the intersection of McDowell Road and Harbor Shores Boulevard:*** The applicant noted that a full traffic impact analysis of the proposed Nirvana at Harbor Shores project showed that the project would not significantly impact the safe and efficient operations of Harbor Shores Boulevard or the McDowell Road intersection, and that the proposed development does not generate a need for a signal at that intersection. The applicant also noted that peak hour traffic from the project is expected to be roughly the same as if the project developed with commercial uses under the site's current zoning.

Staff subsequently clarified that a signal at this intersection is anticipated in the next five (5) years when traffic increases and signal warrants can be met. This is expected in the next few years as Park 10, a large commercial development south of McDowell Road, continues to build out; the need for this signal is primarily driven by that commercial development, with only modest/minimal demand generated from existing and planned development on the north side of McDowell Road (including the Nirvana at Harbor Shores project).

- ***Vehicular and pedestrian access to 107th Avenue at the southwest corner of Nirvana at Harbor Shores:*** The applicant noted that provision of vehicular and pedestrian access at this location were discussed with Staff and that the City's preference was for this point of connection to be used for emergency access only.

Staff subsequently clarified that the shared driveway west of the site was not designed to accommodate the combined traffic for Nirvana at Harbor Shores, BioLife Plasma Services, future development of the undeveloped land at the corner of McDowell Road, and the Fire Station and that minimizing vehicles exiting Nirvana to the west will result in much more orderly and safe circulation in the area of the site. Additionally, Staff believes that Harbor Shores Boulevard, which intersects with 107th Avenue about a quarter mile northwest of the Nirvana entrance, already provides excellent vehicular access for Nirvana at Harbor Shores residents to 107th Avenue and, unlike the shared driveway option, Harbor Shores Boulevard is designed to carry the anticipated traffic.

Staff has concerns with providing a pedestrian connection at that location given there is no sidewalk network from the Nirvana at Harbor Shores property's west boundary to carry pedestrians safely to the 107th Avenue sidewalk. If a connection were to be provided, the developer would need to work with the owner of the adjacent BioLife Plasma Services to design and construct a pedestrian connection from the west edge of Nirvana at Harbor Shores, through the BioLife Plasma Services parking lot, to the 107th Avenue public sidewalk. Also, given the concern with loitering that was raised during the public hearing process for BioLife Plasma Services' Conditional Use Permit, Staff believes that a gate between the two (2) sites could exacerbate those previously raised concerns by encouraging pedestrian activity in the area.

One comment pertaining to the proposal was posted on the City's aVOICE digital forum, as follows, "I think this is an awesome development, and perfect for the hard to sell piece of land. I live around the corner and can't wait to see it go up and lease out fast. Get this project underway." No additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings were completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the Planning Commission and City Council meetings via postcards, the meetings were advertised in the Southwest Valley Arizona Republic, and a public hearing notice sign identifying meeting dates, times, and locations was installed on the property. All notifications included Zoom meeting information and links.

PLANNING COMMISSION ACTION:

On December 16, 2020, Planning Commission conducted a public hearing and voted 6-0 to recommend approval of the proposed rezoning subject to two (2) recommended conditions. Commission had the following questions or comments:

- Commissioner Amos sought clarification on the setback of the casitas along the north edge of the site from the existing single-family residences within Sunrise at Harbor Shores. Staff clarified that the casitas are setback fifteen (15) feet from the wall along the property line of the single-family residences. The casita buildings will be setback an even greater distance, in most cases around 30 feet, from the residences themselves.
- Commissioner Osborne inquired if a turning/deceleration lane was going to be provided on Harbor Shores Boulevard approaching the site entry. Staff responded that the project's traffic study does not indicate a need for any deceleration lane into the project; relative to an arterial street such as McDowell Road, collector streets such as Harbor Shores Boulevard carry a much smaller amount of traffic at a lower speed, reducing the need for such additional lanes. Furthermore, no existing developments with access to Harbor Shores Boulevard, such as the Copper Springs Hospital, G&K Medical Offices, or Sunrise at Harbor Shores, provide deceleration lanes and function adequately.
- Commissioner Osborne asked if the project would be a low-income tax credit property. Staff deferred to the applicant Shaine Alleman who indicated that the property would not be a low-income tax credit development and alluded that the development cost associated with the level of amenities and architectural design proposed would be cost prohibitive for that type of project.
- Commissioner White noted that the site plan shows a fire truck turning radius illustrating movement of a westbound to northbound (or southbound to eastbound) fire truck at the southwest corner of the site and asked whether a turning radius should also be shown for a fire truck entering the site eastbound at the emergency access and turning northbound onto the project's loop road. Staff confirmed that there would be emergency access to the site at that location and the circulation will be designed to allow for the eastbound to northbound movement mentioned by Commissioner White. Staff also indicated that

the City's Fire Marshal worked with the applicant on the design of the emergency access and has indicated that, conceptually, the access will function for fire vehicles as proposed. Applicant Shaine Alleman added to Staff's response, noting that the final engineered design of that turning movement would be fully addressed with the Site Plan and Design Review application for the project.

- Commissioner Stanfield sought confirmation that there would only be one (1) point of entry to the development. Staff clarified that there would be a single point of entry and exit for residents and that the secondary point of access at the southwest corner of the property referenced by Commissioner White was for emergency vehicles only, to be used only in the event that responders were unable to access the site from the primary entrance on Harbor Shores Boulevard.
- Chairman Iwanski commended the project team and developer on the project, noting the project is well planned, conveying that he really likes the step downs provided in the buildings and particularly how one-story buildings are provided along the north adjacent to the single-family residential. The Chairman stated that he appreciated the investment in Avondale.

ANALYSIS:

General Plan and Freeway Corridor Specific Plan

A General Plan Amendment request to change the land use designation of the site to High Density Residential (HDR) is being considered concurrently with this rezoning request. The proposed Nirvana at Harbor Shores PAD, with a proposed density of 24.6 units per acre, aligns with the requested HDR land use designation.

Additionally, the proposed PAD furthers several goals of the General Plan, and advances multiple objectives of the North Avondale Specific Plan, most notably:

- General Plan Land Use Element Goal #3: *"Provide a strong balance of high quality residential, employment, recreation, and educational land."* Relative to land entitled for commercial development, there are few available properties that can be developed with higher density residential uses that serve to support the City's existing and planned retail, restaurant, and service uses. Approval of the proposed rezone will help achieve a better balance between residential and non-residential uses in the vicinity of the McDowell Road corridor.
- Urban Design Element Goal #5: *"Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically."* The Nirvana at Harbor Shores community will be located approximately 600 feet from McDowell Road, one of the City's most significant transit (bus) corridors. Residents of the future development will enjoy excellent access to regional transit only a short walk from their place of residence.
- North Avondale Specific Plan Objective #1: *"Facilitate the full buildout of North Avondale."* Despite the property being zoned for commercial uses for nearly 35 years, the property has remained vacant. The largest contributing factor to lack of development activity on the site has been its disadvantaged location relative to other commercial properties, with no frontage or visibility from McDowell Road. The proposed rezone will facilitate buildout of the parcel as prioritized by the North Avondale Specific Plan.
- North Avondale Specific Plan Objective #5: *"Attract residential products and subdivision designs that are unique from what North Avondale currently offers."* The proposed Nirvana at Harbor Shores development is unique from the more traditional garden-style apartment complexes that have previously been developed in North Avondale. This urban, contemporary-styled project strongly emphasizes aesthetics and provides a wide range of high quality, unique amenities that will likely

appeal to residents that may not be as interested in the more conventional apartment projects in the City.

Access and Circulation

Based upon a review of a full traffic impact analysis, the City has determined that the proposed access to Harbor Shores Boulevard will function in a safe and efficient manner and that the current level of service for traffic operations on Harbor Shores Boulevard will not be significantly impacted by the proposed development. In regard to internal circulation on the site, the proposed private ring road complies with all turning radius requirements necessary for resident and emergency access. Pedestrian access proposed to the Harbor Shores Boulevard sidewalk will allow for residents to access the numerous restaurants, retail establishments, and offices in the McDowell Road corridor in proximity to the site.

Public street improvements required for this development are minimal. Because Harbor Shores Boulevard is largely complete adjacent to the property, the developer will only need to construct a public sidewalk behind the western curb, provide street lights, landscape the adjoining right-of-way, and construct a driveway entrance into the site.

Permitted Uses

The uses proposed by the PAD are, by reference, the uses allowed in the City's R-4 zoning district. The uses allowed in the R-4 district are fully consistent with the proposed High Density Residential General Plan designation and are entirely appropriate within a future multi-family residential community.

Development and Design Standards

The proposed PAD utilizes the City's Multi-Family Residential (R-4) zoning district as the basis for development standards within the community. The proposed development complies with all R-4 standards and no reduced standards are requested as part of the Nirvana at Harbor Shores PAD.

Site design, architecture, landscaping, and open space provided by the Nirvana at Harbor Shores project exceeds the expectations set forth within the Zoning Ordinance and Multi-Family Residential Design Manual. In particular, the development plan provides for a tremendous range and scope of open space amenities that will be unique from existing multi-family residential communities in the City, while the proposed architectural building elevations utilize a range of visually interesting, complementary materials and colors order to create the depth, texture, massing, movement and scale desired for multi-family development in Avondale. Furthermore, exceptional care has been taken in the design of the project, by providing significant setbacks to multi-story buildings and incorporating stepped massing into building designs, in order to minimize visual impacts on the proposed development on existing residences north of the property.

DISCUSSION:

The proposed PAD meets the following findings:

1. The proposed Nirvana at Harbor Shores PAD is in direct conformance with the proposed General Plan Land Use Map designation of High Density Residential.
2. The proposed Nirvana at Harbor Shores PAD is in conformance with the North Avondale Specific Plan and Multi-Family Residential Design Manual.
3. The proposed Nirvana at Harbor Shores 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.
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: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.

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-20-0199 Nirvana at Harbor Shores, a request to rezone approximately 7.40-acres from McDowell and 107th Avenue Planned Area Development (PAD) to Nirvana at Harbor Shores Planned Area Development (PAD), subject to the following two (2) conditions of approval:

1. Development shall conform to the Nirvana at Harbor Shores PAD Narrative date stamped November 10, 2020, except as modified by these conditions.
2. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-20-0199 Nirvana at Harbor Shores, a request to rezone approximately 7.40 acres from McDowell and 107th Avenue Planned Area Development (PAD) to Nirvana at Harbor Shores Planned Area Development (PAD), subject to two (2) conditions listed in the staff report.

ORDINANCE NO. 2009-0221

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 7.4 ACRES GENERALLY LOCATED ALONG HARBOR SHORES BOULEVARD NORTH OF MCDOWELL ROAD AND EAST OF 107TH AVENUE, AS SHOWN IN APPLICATION PL-20-0194, FROM MCDOWELL AND 107TH AVENUE PLANNED AREA DEVELOPMENT (PAD) TO NIRVANA AT HARBOR SHORES PLANNED AREA DEVELOPMENT (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 $\pm$ 7.4 gross acres generally located along Harbor Shores Boulevard north of McDowell Road and east of 107th Avenue, as shown in application PL-20-0194, from McDowell and 107th Planned Area Development (PAD) to Nirvana at Harbor Shores Planned Area Development (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 December 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 February 1, 2021; 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 $\pm$ 7.4 gross acres generally located along Harbor Shores Boulevard north of McDowell Road and east of 107th Avenue, as more

particularly described and depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby approved, rezoning such property from McDowell and 107th Planned Area Development (PAD) to Nirvana at Harbor Shores Planned Area Development (PAD), subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to the Nirvana at Harbor Shores PAD Narrative date stamped, November 5, 2020, except as modified by these conditions.
2. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.

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, February 1, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2009-0221

[Legal Description and Map]

See following pages.

EXHIBIT “A”
LEGAL DESCRIPTION NIRVANA AT HARBORSHORES

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST QUARTER CORNER OF SAID SECTION 32;

THENCE ALONG THE WEST LINE OF SECTION 32 NORTH 01 DEGREE 20 MINUTES 30 SECONDS EAST 634.54 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 33.01 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 01 DEGREE 20 MINUTES 30 SECONDS EAST 426.70 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 26 SECONDS EAST 780.64 FEET;

THENCE SOUTH 13 DEGREES 56 MINUTES 14 SECONDS WEST 124.65 FEET;

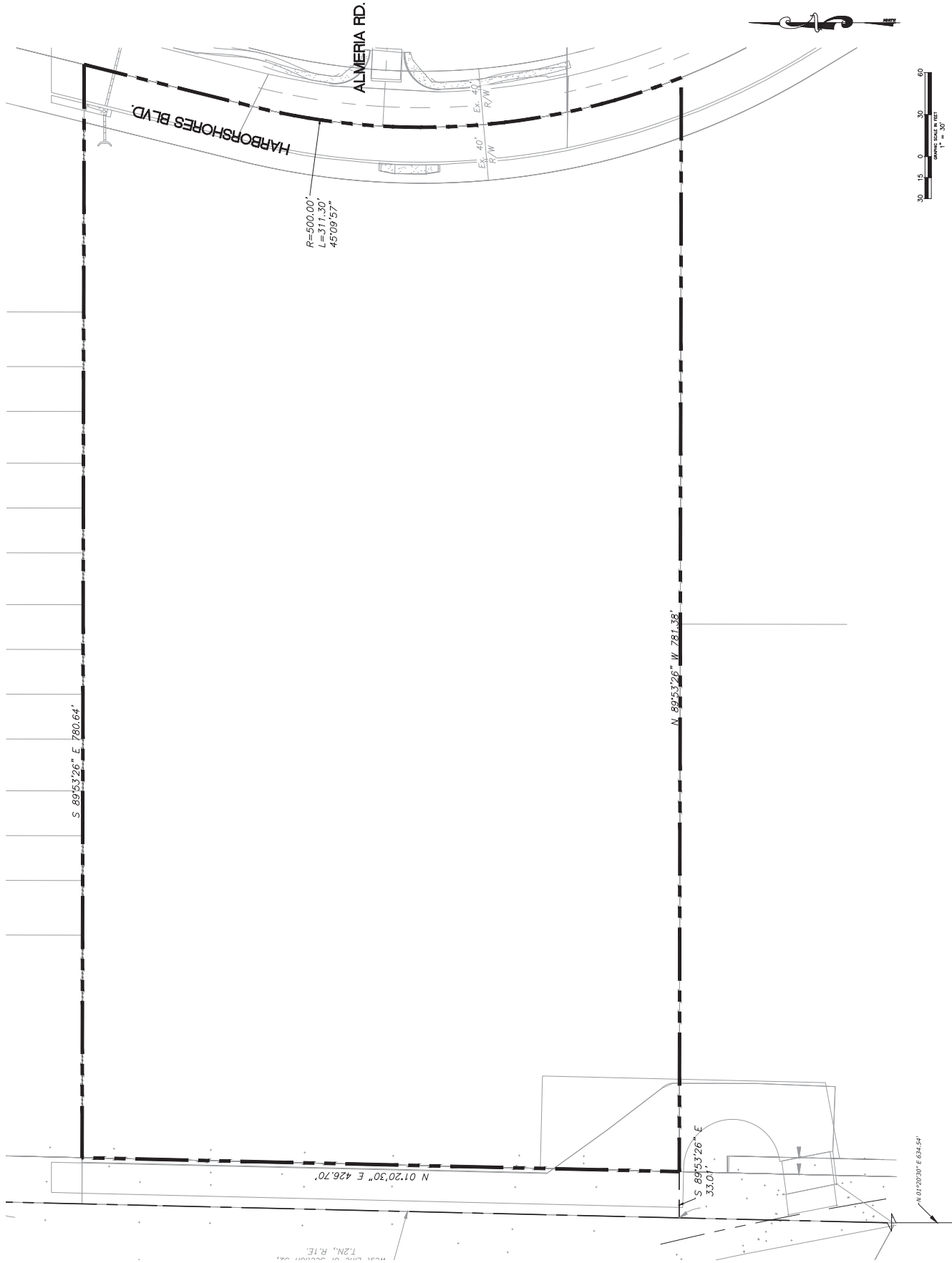
THENCE ALONG A CURVE WITH RADIUS OF 500.00 FEET, LENGTH OF 311.30 FEET, AND INCLUDED ANGLE OF 45 DEGREES, 09 MINUTES, 57 SECONDS;

THENCE NORTH 89 DEGREES 53 MINUTES 26 SECONDS WEST 781.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 322,407 SQUARE FEET OR 7.40 ACRES, MORE OR LESS.



Expires 12/31/22



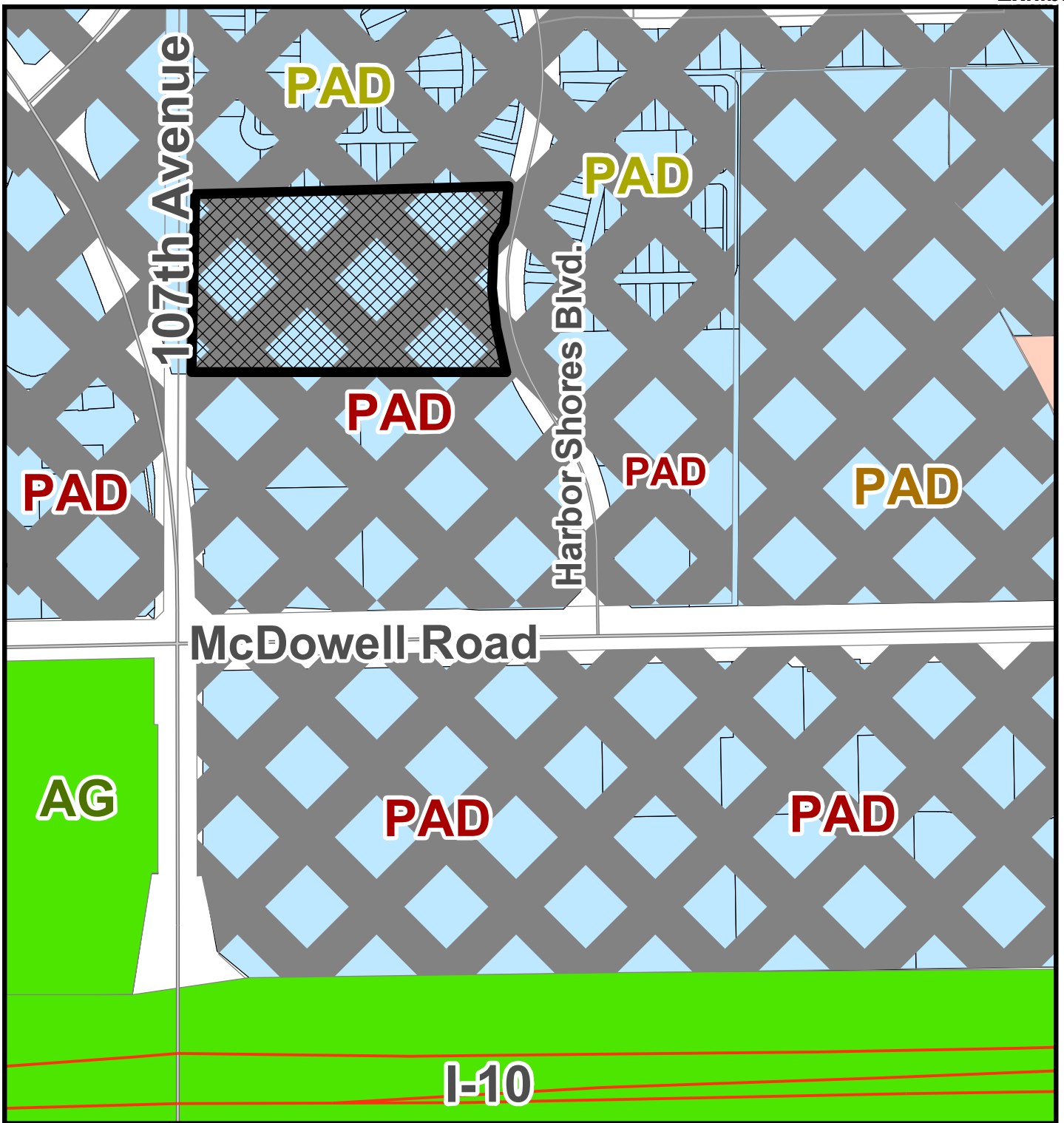


Aerial Photograph



Subject Property



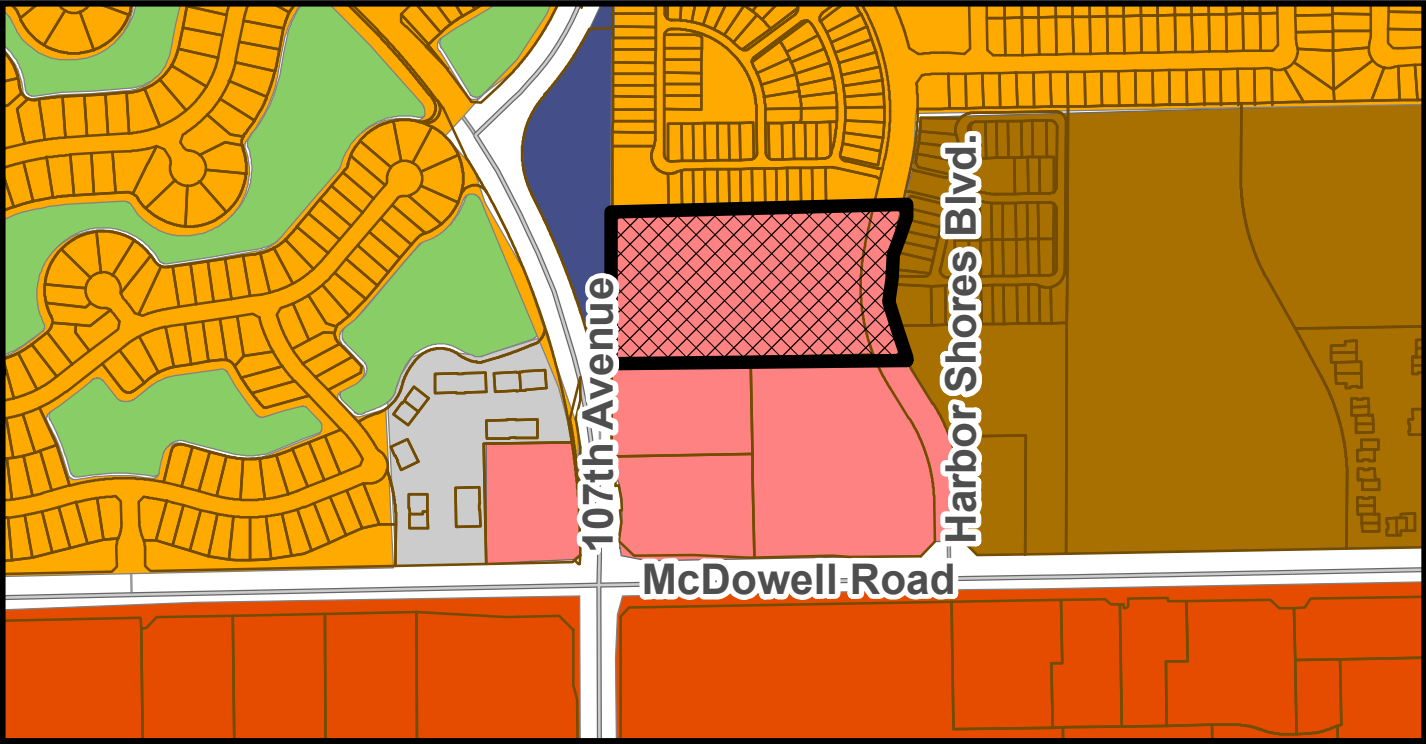


Zoning Vicinity Map

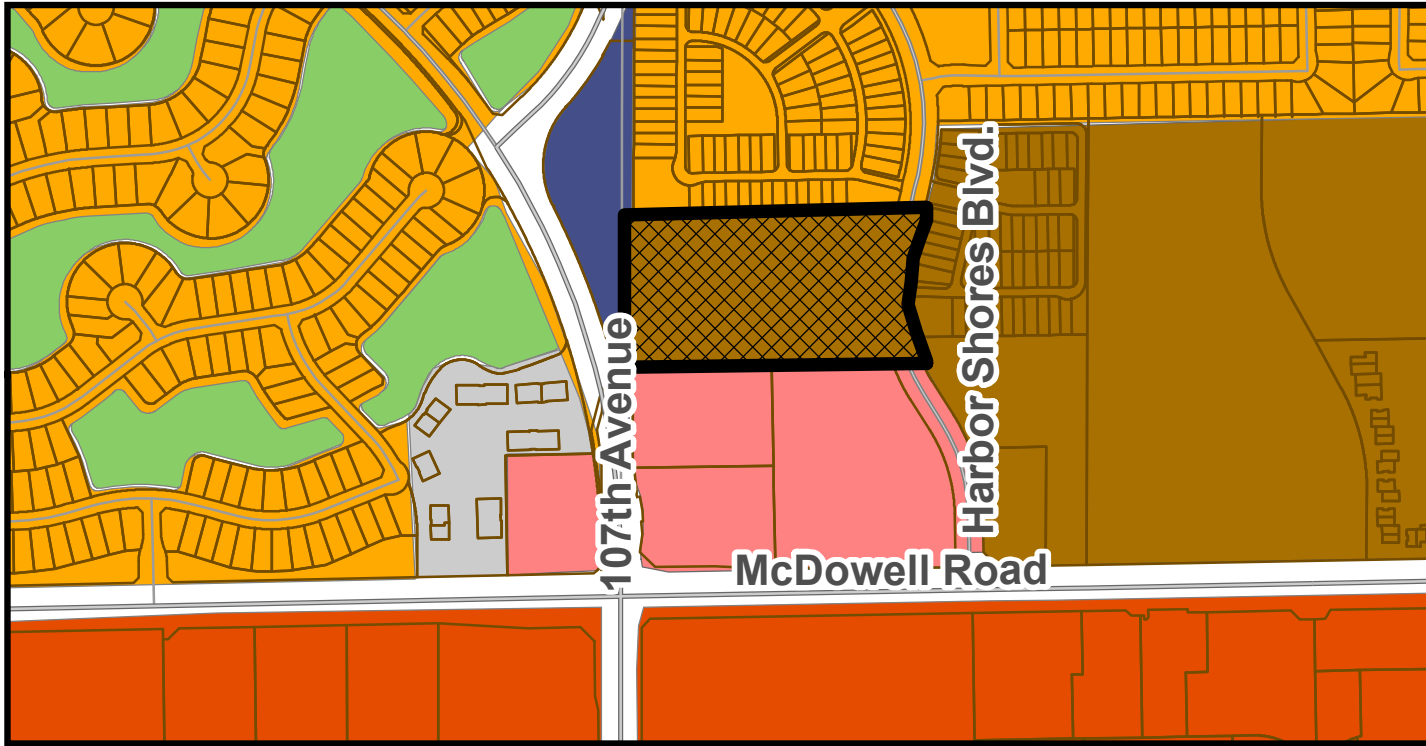


Subject Property





CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan Land Use Map

Medium Density Residential

High Density Residential

Public/Civic

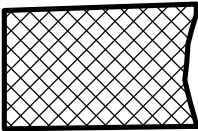
Open Space and Parks

Local Commercial

Freeway Commercial

Office/Professional





Subject Property

*SUMMARY OF RELATED FACTS
APPLICATIONS PL-20-0194 AND PL-20-0199*

<i>THE PROPERTY</i>	
PROPERTY SIZE	GPA: Approximately 7.00 net acres; 7.80 gross acres (includes full width of adjacent Harbor Shores Boulevard right-of-way) Rezoning: Approximately 7.00 net acres; 7.40 gross acres (includes half width of adjacent Harbor Shores Boulevard right-of-way)
LOCATION	Approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard
PHYSICAL CHARACTERISTICS	The property is vacant and undeveloped.
GENERAL PLAN LAND USE DESIGNATION	Local Commercial
EXISTING ZONING	“McDowell & 107 th Avenue” Planned Area Development (PAD)
ZONING HISTORY	The property was annexed into the City of Avondale in February 1985 and rezoned to Planned Area Development (PAD), as part of the 113.1-acre “McDowell & 107 th Avenue” PAD, in May 1985. The PAD permits development of the subject parcel with C-2 (Community Commercial) uses and development standards.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Unit I of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned “McDowell & 107 th Avenue” PAD.
EAST OF HARBOR SHORES BOULEVARD	Unit II of Sunrise at Harbor Shores, a fully developed, gated, Medium/High Density Residential subdivision consisting of 149 single-family detached homes on 22.9 acres, a density of approximately 6.5 units per acre. The community is zoned “McDowell & 107 th Avenue” PAD.
SOUTH	From east to west: - Copper Springs healthcare facility, a 72-bed behavioral health center located on 6.0 acres zoned “McDowell & 107th Avenue” PAD. - BioLife Plasma Services, a recently opened 14,500 square foot plasma donation center located on 2.5 acres zoned “McDowell & 107th Avenue” PAD.
WEST	A 3.4-acre City-owned parcel developed with Avondale Fire and Rescue Station #172. The property is zoned Crystal Gardens PAD.

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Pendergast Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Rio Vista K-8
HIGH SCHOOL	West Point High School

<i>STREETS</i>	
Harbor Shores Boulevard	
Classification	Minor Collector
Existing half-street right-of-way	40 feet
Standard half-street right-of-way	40 feet
Existing half-street improvements	One (1) travel lane, half (½) center turn lane, curb, and gutter.
Standard half-street improvements	One (1) travel lane, half (½) center turn lane, bike lane, curb and gutter, detached sidewalk, streetlights and landscaping.

<i>UTILITIES</i>
Domestic water service will be provided to the Nirvana at Harbor Shores development via an existing 12-inch water line in Harbor Shores Boulevard.
Sewer will be served to the Nirvana at Harbor Shores site by an existing 10-inch sewer line in Harbor Shores Boulevard.
Salt River Project (SRP) provides electrical service in this portion of the City.

Exhibit E

Proposed Planned Area Development Narrative

Nirvana at Harbor Shores

Nirvana at Harbor Shores



**City of Avondale
Planned Area Development Narrative
Application # PL-20-0199
November 5, 2020**

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Exhibit F – Conceptual Site Plan
Exhibit G – Site Plan Context Aerial
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Exhibit I – Conceptual Project Perspectives
Exhibit J – Signage Exhibit (For “Blade Sign”)
Exhibit K – Conceptual Site Details
Exhibit L – Project Color & Materials
Exhibit M – Preliminary Landscape Plan (Color)
Exhibit N – Preliminary Landscape Plan

I. PROJECT PROFILE

Project Name	Nirvana at Harbor Shores
Property Owner	Nirvana at Harborshores, LLC
Assessor Parcel Numbers	102-31-983
Project Location	Approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard
Project Area	7.4 acres (gross) 7.0 acres (net)
Current Zoning	107th & McDowell PAD
Proposed Zoning	Planned Area Development (PAD)
Current G.P. Land Use	Local Commercial
Proposed G.P. Land Use	High Density Residential (12-30 du/ac)
Development Team	<u>Property Developer</u> Nirvana at Harborshores, LLC Sharat Kanaka 6031 E. Paradise Drive Scottsdale, Arizona 85254 <u>Legal Counsel</u> Tiffany & Bosco, P.A. Shaine T. Alleman Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 <u>Architectural</u> Biltform Architecture Group Vince Scarano 11460 N. Cave Creek Rd. #11 Phoenix, Arizona 85020 <u>Engineering</u> RCC Design Group, LLC Stuart Rayburn 16815 S. Desert Foothills Parkway, Suite 138 Phoenix, Arizona 85048

II. EXECUTIVE SUMMARY

This request is to rezone approximately 7.4 (gross)/7.0 (net) acres located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard and identified by the Maricopa County Assessor as parcel number 102-31-983 (the "Property"). The proposal seeks to rezone the Property from the 107th & McDowell Planned Area Development (PAD) to the Nirvana at Harbor Shores PAD proposed herein to allow the development of a unique high density residential development with a proposed density of approximately 24.6 dwelling units per acre (172 total units).

A Minor General Plan Amendment (Application # PL-20-0194) is being requested concurrently with this Application in order to amend the General Plan Map from Local Commercial to High Density Residential (12-30 du/ac).

The Nirvana at Harbor Shores PAD will allow the development of a high-quality, high-density multifamily community that will bring an urban living experience to Avondale and bolster the surrounding commercial properties. The development is designed to be complementary to other high density developments and commercial uses in the area. It is anticipated that this development will be a catalyst for future developments and will result in positive economic activity throughout the area.

The development will provide a multifamily residential development with one (1) and two (2) bedroom units that will be oriented towards enhanced pedestrian amenities and open space experiences within the development. The housing units will consist of carriage units, casitas, and apartment housing, which will provide a diversity urban housing options to the area. With its modern design, Nirvana at Harbor Shores will provide high-quality multifamily units that create a unique urban experience not currently available within the City of Avondale, but demanded by millennials, professionals, and empty nesters throughout the Valley.

Despite the Property being zoned for commercial uses, it has remained vacant for years. The Property has been marketed to a variety of commercial users for many years. One of the biggest disadvantages is that the Property is located away from arterial streets that have attracted the commercial uses and instead fronts onto a collector street, Harbor Shores Boulevard, away from the more trafficked arterial street frontages that are necessary for commercial uses to thrive. This lack of visibility has provided challenges for the Property to develop with any type of commercial.

With its close proximity to multiple commercial districts, Nirvana at Harbor Shores will complement and draw residents to this up and coming area. During a recent City Council Work Session on December 9, 2019, the City discussed a City-commissioned market analysis completed by Elliot D. Pollack & Company to review historic Avondale neighborhoods. While the proposed development is not near the historical areas that were reviewed in the study, one of the interesting outcomes was that in order to establish

and activate commercial areas in Avondale there needed to be an increase of higher density residential projects to help induce additional retailers and restaurateurs. This principle certainly applies to the Property as it is located near the many current and future commercial uses of the nearby McDowell Road corridor. This proposal will provide those additional high density residential projects that are needed to further provide support to the commercial, retail, entertainment, and employment uses being attracted to the area.

Additionally, Avondale exports 90% of its employment to surrounding municipalities. This development's ideal location will address the exportation issue by attracting those who want to live, work, and play in the City of Avondale. Nirvana at Harbor Shores is poised to become a destination that Avondale citizens can call home and the City can be proud of.

The proposed site plan, land use and development standards, and architectural standards create the framework for a marketable parcel to future developers. The unique location of the Property provides the opportunity to develop a site that is compatible with existing development, supports housing opportunities for the surrounding area, and synergizes with adjacent mixed-use areas.

III. PROPERTY DESCRIPTION

Site Description

The Nirvana at Harbor Shores PAD is approximately 7.4 (gross)/7.0 (net) acres located approximately 600 feet north of the northwest corner of McDowell Road and Harbor Shores Boulevard and is identified by the Maricopa County Assessor as parcel number 102-31-983 (the "Property"). (See **Exhibit A** – *Regional Aerial Context Map*). The Property is vacant. The topography of the site is relatively flat.

As illustrated in **Exhibit B** – *Aerial Context Map*, the Property is approximately six hundred (600) feet north of McDowell Road. Properties directly to the north and east are zoned as PAD for single-family residential uses. Approximately 550 feet to the east are other high density residential uses. The properties directly to the south and west of the Property are zoned as PAD for commercial use. Nirvana at Harbor Shores will provide additional residents that are needed to keep the nearby commercial uses active and alive. The increased residents will also provide additional employees for the adjacent medical, office, and commercial retail employers. Additionally, Avondale's promising educational system will entice young families to locate to Nirvana at Harbor Shores, therefore encouraging a community focused development.

The Property is designated Local Commercial per the Avondale General Plan and is being proposed in Application # PL-20-0194 to have the land use designation be amended to High Density Residential (See **Exhibit C** – *Current Avondale General Plan Map* and **Exhibit D** – *Proposed Avondale General Plan Amendment Map*). The Property is currently zoned PAD with allowances for Community Commercial (C-2) uses and development standards (**Exhibit E** – *Current Avondale Zoning Map*).

Despite the Property being zoned for commercial uses, it has remained vacant. The Property has been marketed to a variety of commercial users for many years. One of the biggest disadvantages is that the Property is located away from arterial streets that have attracted the commercial uses and instead fronts onto a collector street, Harbor Shores Boulevard, away from the more trafficked arterial street frontages that are necessary for commercial uses to thrive.

Brokers and marketing information further shows that superior commercial sites with frontage exist on McDowell Road and that the Property is at a disadvantage for being conducive for commercial uses.

The PAD proposes 172 units with a density of approximately 24.6 dwelling units per acre. The proposed 24.6 du/ac is consistent with the Avondale General Plan proposed designation of High Density Residential (12-30 du/ac) and the neighboring High Density Residential (12-30 du/ac) located directly east of the Property.

Property Owner

The Property is owned by and will be developed by Nirvana Harborshores, LLC. Nirvana at Harbor Shores is dedicated to developing a quality housing development and is committed to working closely with the City of Avondale to ensure the high-quality standards provided herein are adhered to. The development team is primarily focused on adding meaningful value to the Property and bringing a variety of housing type that is not found in this part of the City of Avondale.

Relationship to Surrounding Properties

The Property is surrounded by a mixture of developed and vacant land uses.

- NORTH:** Directly to the north of the Property are medium density single family units comprising the Sunrise at Harbor Shores Units 1 and 2 subdivision. Further, the majority of the surrounding area to the north is medium density single family developments with a General Plan designation of Medium Density Residential.
- SOUTH:** The properties located to the south have a General Plan designation of Local Commercial. The uses include the Copper Springs hospital and other future medical office uses.
- EAST:** Additional Sunrise at Harbor Shores Units 1 and 2 subdivision properties are located east of the Property. These properties are designated High Density Residential by the City of Avondale's General Plan.
- WEST:** Avondale Fire-Rescue Station No. 172 is located west of the Property. The Applicant is working with the City to ensure proper and adequate emergency access is provided.

Flood Zone Determination

The Property is classified as Zone 'X'; as designated in FEMA Flood Map# 04013C2160L, dated October 16, 2013. Zone 'X' is defined as areas of 0.2% annual chance flood: areas of 1.0% annual chance flood with average depth of less than 1 foot or with areas less than 1 square mile: areas protected by levees from 1.0% flood chance.

IV. PROJECT DESCRIPTION

Nirvana at Harbor Shores will be a high-quality multifamily development, providing on-site amenities and open space for both the modern professional and those interested in a “lock and leave” lifestyle. The development’s amenities and lifestyle will result in a vibrant community in the heart of Avondale. While adding to the existing housing in the area, Nirvana at Harbor Shores provides a unique housing development that caters to those looking for something different than the typical traditional housing offered in Avondale. The development will feature a large clubhouse and ample pool space to attract citizens of all backgrounds.

The Applicant is applying for a Minor General Plan Amendment and Rezone of the Property because the Property is designated “Local Commercial” by the General Plan and is zoned PAD with allowances for Community Commercial (C-2) uses and development standards. The amendment and rezone would allow for high density residential development in an area needing additional residential development to support the recent commercial developments.

This high density residential use is compatible with the surrounding land uses. Currently, there are high density land uses to the east of the Property that serve as an appropriate transition of land uses to the commercial uses to the south. Nirvana at Harbor Shores will provide higher density housing that will bring the residents and synergy needed to attract and support recent commercial and mixed-use development in Avondale. Nirvana at Harbor Shores is proposing a shift in the General Plan land use from Local Commercial to High Density Residential to provide an appropriate land use transition from the Harbor Shores development to the north to the commercial uses to the south. Additionally, the proposed development will support the recent commercial developments located throughout the area.

If the land use designation is amended, the developer will be able to create a high density development that will be unique to the area. This will allow the Property to develop in a manner that is compatible with the intent of the General Plan. As such, the Applicant has provided development standards in this PAD that will further allow this vision to be realized.

Exhibit F – Conceptual Site Plan, Exhibit G – Site Plan Context Aerial, Exhibit H – Conceptual Building Elevations, and Exhibit I – Conceptual Project Perspectives are included as part of this submittal for the project descriptions herein.

Preliminary Site Plan Description

As carried in a name with significant basis and history, Nirvana is a proposed multi-family residential community where the design intent is to create a living experience rooted in peacefulness and happiness for its residents. Imagined for a post-pandemic world, the

design addresses changes in how we believe people will work and socialize in the foreseeable future, with the goal of a healthy sustainable community for the future.

The common open space is abundant in size and amenities, with many smaller gathering spaces for residents and their guests to engage socially with each other, distant from other groups, and geared to people of different ages and interests. The two 3-story buildings bookend this large outdoor area. This area is configured in a T-shape to maximize views and to provide close easy access for residents. The central spine is defined by a line of date palms along a linear pool, running from the Resident Center to a distinctive ramada building. Hammocks on artificial turf provide adjacent areas for relaxation. The ramada is equipped with barbeques, work area counter space, televisions and ample area for multiple small group seating. The flanking open space offers opportunities for a wealth of other resident activities, including a putting green, an urban garden, multiple seating areas, and quiet time in the contemplation garden. Bioswales on the north and south edges create visual interest and on-site storm water retention. A covered pavilion is located near the main entry, which also contains an area for mail boxes and parcel lockers.

The site design addresses the specific conditions along each side of the property. The main entry on Harbor Shore Boulevard employs maximum effort in creating a memorable first experience. This entry area is defined by date palm trees and accent paving material. The building entry to the Leasing Gallery is immediately identifiable, highlighted by the use of dramatic architectural forms and materials. A water feature at the building entry sets the tone of peace and tranquility. The project's impact on the adjacent single family housing to the north is mitigated by the single story building that contains the casita dwelling units, and the stepped massing of the 3-story buildings per the North Avondale Specific Plan. The west and east boundaries are lined with parking and carriage buildings, in response to the adjacent uses, which include a fire station, existing retail and a vacant lot designated for future local commercial use.

Dwelling unit floor plans are arranged to allow flexibility of use, from the resident that desires to catch up at work at home, to the parent that needs the space for children to play. Provided in a combination of 1- and 2- bedroom floor plans, these layouts include different housing types, from flats to carriage units to single story casitas with private backyards. Private garages are distributed across the site for convenience, available within the carriage unit buildings, and within the 3-story buildings. The garages in the 3-story buildings are two-car tandem with direct access doors to the corridor. For residents without a garage, covered carport spaces are provided.

The central hub of the project is the Resident Center. Contained within will be the Leasing Gallery and a plethora of uses geared to a wide range of ages and resident needs. Expansive stretches of glass provide views out to outdoor amenity areas and flood these spaces with light. Double height spaces with varying ceiling treatments will create visual

interest, and both color & material-wise relate to the exterior architecture. Residents will have options to enjoy activities such as cooking demonstrations multiple flat screen plasma TV.'s to showcase movies/other programs, recreational-type amenities such as a pool tables, game areas and inter-active video game stations or just relax within the various lounge areas. The Co-work Place addresses the need for residents with the entrepreneurial spirit, and those that work remotely, equipped with a conference room that can be reserved, private cubicles, and a refreshment bar.

The main access point is planned on Harbor Shores Blvd., which will include ingress and egress driveway access with a landscape center round-a-bout. Fire and emergency access will be located at the southwest corner of the Property.

V. PAD LAND USES & DEVELOPMENT STANDARDS

The proposed development standards are unique to the Nirvana at Harbor Shores development as described below. The requirements of the Zoning Ordinance, as amended, and Avondale Subdivision Regulations, as amended, shall apply except where explicitly stated otherwise herein by this PAD.

Nirvana at Harbor Shores PAD Permitted Land Uses

Permitted Uses are those allowed in the R-4 Zoning District found in City of Avondale Zoning Ordinance.

Nirvana at Harbor Shores PAD Development Standards

The closest development standards are those found in the City's Residential R-4 Zoning District. However, after discussions with City staff it was decided that the proposed development standards outlined in the table below would be most adequate for Nirvana at Harbor Shores. These proposed development standards will allow the unique urban development proposed in this PAD and are not out of conformance with typical development standards for this type of high density development.

NIRVANA AT HARBOR SHORES DEVELOPMENT STANDARDS		
Development Standard	Avondale R-4 Standard	Nirvana at Harbor Shores Development Standard
Maximum units allowed	1 unit for every 1,452 sf net site area (30 du/ac)	1 unit for every 1,770 sf net site area (24.6 du/ac)
Minimum Lot Width	50'	50'
Minimum Lot Depth	100'	100'
Maximum Height	45'	37'
Maximum Building Coverage	50%	50%
Minimum Building setbacks: Front Yard (East Property Line)	25'	25'
Side Yard (North & South Property Lines)	15'	15'
Rear Yard (West Property Line)	15'	15'

The maximum units allowed for the project has been reduced from a maximum of 30 du/ac to 24.6 du/ac.

The proposed maximum height of thirty-seven feet (37') is compatible to the height found in the Avondale Zoning Ordinance for multifamily residential uses. Nirvana at Harbor Shores' tallest building will be 3-story buildings and shall not exceed the allowed height. Measures have been taken on the site plan design regarding building height to reduce any impacts to the surrounding development, especially to the adjacent residential homes to the north. The building heights are stepped down as you move north towards the single-family residential neighborhood to the north. This is done with one-story buildings along the entire north property line adjacent to the existing single-family residential homes. Any three-story buildings are designed to be setback approximately eighty (80) feet from the single-family resident so that the buildings will be less visually dominant from the perspective of the existing single-family.

Since Nirvana at Harbor Shores will be developed as an entire single lot, the proposed minimum building setbacks shall be applicable to the respective boundary lines of the Property.

The front yard building setback is the eastern boundary line (adjacent to Harbor Shores Blvd.), which has the main entryway into Nirvana at Harbor Shores, and shall be 25'. The rear yard building setback is the west boundary line and shall be 15'.

The side yards will be the Property boundary lines located on the north and south sides of the Property. These side yard building setbacks shall be a minimum of fifteen feet (15'), which is identical to the side yard setback requirements found in the Avondale Zoning Ordinance for multifamily residential uses.

Street side setbacks that are typically found in the Avondale Zoning Ordinance are not applicable to Nirvana at Harbor Shores as these setbacks are addressed by the front and rear setback development standards.

Parking Standards

The total parking spaces provided for Nirvana at Harbor Shores is 295 spaces. The parking counts meet the required Avondale Parking Standards as demonstrated on the Conceptual Site Plan. Additionally, all units must be assigned at least one (1) covered parking space, which can be either a covered carport space or garage space.

For the garage spaces, the property management company shall be responsible for enforcing the requirement that all garages are maintained in a condition where that they are usable for vehicle parking and not used for residents' personal storage.

Additional Development Standards and Guidelines

The following guidelines are supplemental to Avondale's Zoning Ordinance and the Multi-Family Residential Design Manual.

1. The builder of any multi-family development should refer to the design manuals for multi-family development adopted by City and shall serve as guidelines for site and architectural design.
2. Landscape
 - a. The landscaping within the development shall meet Section 1204 of the Avondale Zoning Ordinance.
 - b. The landscaping shall meet or exceed the guidelines for landscaping as set forth in Avondale's Multi-Family Residential Design Manual.
3. Lighting
 - a. Minimization of light pollution for the protection of nighttime views is an important component of the design theme for the project, as well as for the adjacent neighboring properties. In response, all exterior lighting for common open space areas, development entries and adjacent to the internal streets will comply with Section 707: Outdoor Lighting.
4. Walls and Fences
 - a. All walls and fences shall meet Section 1207 of the Avondale Zoning Ordinance.
 - b. All walls and fences shall meet or exceed the guidelines for set forth in Avondale's Multi-Family Residential Design Manual.
5. Signage
 - a. Blade Sign
 - i. The development shall allow one (1) dual-faced blade sign on the building frontage facing Harbor Shores Boulevard. The blade sign shall be no larger than eleven feet (11') high and thirty-four inches (34") wide. The top of the blade sign shall be no higher than thirty-one feet (31') from the grade. Additional details and standards related to the location and design of the blade sign is shown in ***Exhibit J – Signage Exhibit (For "Blade Sign")***.
 - b. All other development signage shall meet Section 9 of the Avondale Zoning Ordinance and be designed as set forth in Avondale's Multi-Family Residential Design Manual.

VI. PAD ARCHITECTURAL DESIGN CRITERIA

The proposed architectural design of Nirvana at Harbor Shores consists of high-quality multifamily units with multi-story residential buildings, a clubhouse, and supportive recreational amenities. The architectural theme is a modern, urban style of different sized layered volumes, materials, and strategically placed linear horizontal elements.

The building masses are organized as a series of elements that include patios and balconies; thereby adding a great deal of variety and visual interest to the elevations. Most of the buildings on the site are arranged around open spaces where residents may gather, these courtyards contain spacious and aesthetically pleasing environments with amenities focused on social interaction. The various elements of the development harmoniously blend a contemporary architectural style with color, form and texture.

Furthermore, Nirvana at Harbor Shores will be subject to the provisions set forth in Avondale's Multi-Family Residential Design Manual for architecture and design.

The following information is provided as additional support for the design criteria required for the Nirvana at Harbor Shores development.

Exhibit H – *Conceptual Building Elevations*, and **Exhibit I** – *Conceptual Project Perspectives*, and **Exhibit K** – *Conceptual Site Details* are included as part of this submittal for the project descriptions herein.

Minor modifications to the conceptual elevations may be approved administratively, by Staff, during the Site Plan/Design Review process. However, the conceptual elevations contained within this PAD depict the architectural style, form, massing, materials, and colors that will be utilized in development of the site. Any significant variation from the conceptual elevations contained within the document shall require approval of a PAD Amendment.

Architectural Character

The architecture has a contemporary dynamic, balanced with rustic rougher materials emblematic of the desert. Varied roof lines with metal canopy projections and stucco clad cornices create a signature appearance from near and afar. Different types of living space openings provide variation on the elevations, with covered and uncovered balcony projections, metal railing and stepped massing at both the second and third floors.

Style

The distinctive contemporary architecture features one (1), two (2), and three (3) story buildings with architectural elements at different elevations. The various elements of the development harmoniously blend an urban architectural style with color, form and texture. To help emphasize the urban feel, horizontal bands are used to define vertical scale and with the use of materials and color.

Building Materials & Color Palette

The project proposes a wide variety of materials to accentuate the architectural style and theme. The proposed color palette will be a mixture of warm colors. The colors will consist of different shades of beige as depicted in the provided elevations. All building material will be selected to act as secondary colors and help accentuate the primary, urban theme.

The exterior palette takes cues in color and material from the Sonoran Desert, with a rich array of earthy colors. In addition to stucco, the burnished block bond patterned to create three dimensional interest contrasts with wood tile that emulates the bark of a mesquite tree, and the rusted hues of Cor-ten metal cladding. These materials carry over to the many hardscape and amenity features, supplemented with other evocative materials such as rough aggregate and rough concrete surfaces creating a cohesive whole. (See ***Exhibit L – Project Color & Materials***)

VII. LANDSCAPING, PEDESTRIAN OPEN SPACE AND AMENITIES

The physical design of Nirvana at Harbor Shores is intended to foster connections and relationships among neighbors, while respecting privacy. Buildings are massed to facilitate open space areas which create a sense of place and security.

The development will be gated with decorative walls surrounding the Property. A decorative primary entry sign will welcome residents coming from Harbor Shores Blvd.

Pedestrian Focus

The Nirvana at Harbor Shores development will facilitate pedestrian circulation within the entire project. The layout of the buildings and residential units facilitate the integrated pedestrian pathways, which encourage residents to use on-site recreational amenities.

Landscaping and Open Space

The development provides 21.7% useable open space, which is above the required 20% open space requirement in accordance with Avondale's Multi-Family Residential Design Manual. The quality of those spaces will be strong with the inclusion of high-quality amenities. The central area will consist of a clubhouse, a pool/spa area, and BBQs. This centralized area will create a space for community gatherings to allow individuals and families a place to socialize and recreate.

The common open space is abundant in size and amenities, with many smaller gathering spaces for residents and their guests to engage socially with each other, distant from other groups, and geared to people of different ages and interests. The two 3-story buildings bookend this large outdoor area. This area is configured in a T-shape to maximize views and to provide close easy access for residents. The central spine is defined by a line of date palms along a linear pool, running from the Resident Center to a distinctive Ramada building. Hammocks on artificial turf provide adjacent areas for relaxation. The Ramada is equipped with barbeques, work area counter space, televisions and ample area for multiple small group seating. The flanking open space offers opportunities for a wealth of other resident activities, including a putting green, an urban garden, multiple seating areas, and quiet time in the contemplation garden. Bioswales on the north and south edges create visual interest and on-site storm water retention. A covered pavilion is located near the main entry, which also contains an area for mail boxes and parcel lockers. The following is a summary description of each of the amenities shown on the Conceptual Site Plan:

- **Fitness Center** - The Fitness Center at Nirvana is designed to be an immersive experience for residents that combines cutting edge strength training equipment, an advanced selection of digitally programmed cardio machines, a wide range of free weights, and a yoga room that is designed for relaxation

and reflection. Expanses of the glass will provide natural light and views to the outside. The walls will be finished with tall mirrored panels, while flat TVs and a state-of-the-art sound system will add movement and music to the experience.

- **Indoor Co-working Space** - The co-working space at Nirvana will provide residents who are remote employees, start-up entrepreneurs and the like a perfect alternative work space away but close to home, creating a sense of community, a place for collaboration, learning and sustainability. Available to residents will be individual desk spaces, comfortable lounge chairs, and a reservable conference room on an as-needed basis. A well-equipped business center will supplement these work spaces, with equipment available for use.
- **"Resident Social Hub"** - Nirvana's "Resident Social Hub" will be large central open space for community interaction and events. Multiple and flexible seating areas will allow multiple small groups to congregate, with a gourmet kitchen for cooking demonstrations, and a cyber cafe with comfortable places for residents to lounge with their laptops. Large screen TVs will be located strategically for individual and collective viewing, and expansive glass will allow natural light to illuminate the space.
- **Fireside Seating** - For cooler evening weather, dedicated spaces are provided for residents and their guests in the outdoor amenity area. Fire pits with surrounding seating will be provided to provide a relaxing area to socialize.
- **Outdoor Kitchen** - As an extension of their own living space, residents will have the option of using the outdoor kitchen. Equipped with gas grilles, ample counter space and movable seating and chairs, this area will allow residents to use this amenity solely or to entertain small groups of guests and neighbors with drinks and dining under the open sky.
- **Yoga Area** - Expanding meditative and exercise activities to the outdoors, a dedicated area of artificial turf provides a perfect place to pull out a yoga mat for individual practice or for a yogi to host a resident class
- **Dog Park** - A 2011 online survey by Kelton Research shows that 81% of those surveyed consider their dogs to be true family members, equal in status to children and 54% of Americans now consider themselves to be "pet parents" rather than "pet owners". As the popularity of dogs as family members continues to grow, an important amenity proposed for residents will be the on-site Dog Park. This area will have they offer an enclosed play area with adequate drainage, benches for humans, shade for hot days, water, and a bag dispenser to pick up and dispose of waste in covered trash cans.

Landscaping for Nirvana at Harbor Shores will exceed the basic amenities by accompanying the programming with a strong sense of place and style. Nirvana at Harbor

Shores's primary entrance is accessible from Harbor Shores Blvd. The development seeks to compliment Avondale's growth and desire to develop. Accordingly, the consolidation of the primary amenities in the center of the development will result in a vibrant 'urban landscape' feel. See attached ***Exhibit M – Preliminary Landscape Plan (Color)*** and ***Exhibit N – Preliminary Landscape Plan***.

Located centrally within the development is a node of activity in the form of a pool and spa area, multiple ramadas, and seating areas. These strong design strategies help Nirvana at Harbor Shores seamlessly integrate into Avondale, while also setting itself apart in a distinct way. These landscape elements will play an integral role in the urban life and experience of the Nirvana at Harbor Shores community.

VIII. PAD REVIEW AND ANALYSIS

As stated previously, the purpose of the PAD district for Nirvana at Harbor Shores is to provide a high-quality, luxury urban living development facilitating a vibrant community with an urban living experience in Avondale.

With its modern design, Nirvana at Harbor Shores will provide high-quality multifamily units that create a unique urban experience not currently available within the City of Avondale, but is demanded by both millennials, professionals, and empty nesters throughout the Valley.

Nirvana at Harbor Shores is designed to provide on-site amenities and open space for both the modern professional and those interested in a “lock and leave” lifestyle. While adding to the existing housing in the area, Nirvana at Harbor Shores provides a unique housing development that caters to those looking for something different than the traditional housing offered in Avondale. The Nirvana at Harbor Shores development is unique to Avondale and the PAD proposes development standards that will facilitate the growth of this unique community.

The Nirvana at Harbor Shores PAD meets or exceeds all of the required findings of Avondale Zoning Ordinance, Section 603.A as follows:

- 1. The proposed PAD is in conformance with the General Plan and applicable specific plan(s).*

As outlined in the “Conformance with Avondale Plans” Section of this narrative, the Nirvana at Harbor Shores PAD is in conformance with the intent of the General Plan.

- 2. The proposed PAD meets the PAD requirements of the Zoning Ordinance, Subdivision Regulations, Design Manuals and other applicable regulations and requirements, unless otherwise modified by the PAD Narrative.*

As stated within the Nirvana at Harbor Shores PAD, the development will meet all the requirements of the Avondale Zoning Ordinance, Subdivision Regulations, and Design Manuals.

- 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 provided within the Nirvana at Harbor Shores PAD and accompanying engineering plans and reports, the development has adequate public infrastructure and services to serve the proposed development.

4. The proposed PAD will result in compatible land use relationships within the proposed development and with adjacent properties.

The Property has a current General Plan land use designation of Local Commercial, which has been on the Property for a long period of time. However, commercial development has passed the area by and the Property has laid vacant and undeveloped for numerous years.

The proposed high density housing will be lower density than the General Plan's 30 du/ac maximum for High Density Residential districts. The development will create an urban feel that will be compatible with the envisioned developments for the surrounding properties. Nirvana at Harbor Shores will be designed in a way that is complementary to the surrounding neighborhoods and is supported by current market conditions.

According to the Nirvana at Harbor Shore Traffic Impact Analysis completed by Lee Engineering in August 2020, the development is identified as being within a Category 1 – Small Development analysis level (sites generating fewer than 499 peak-hour trips) with generating only 80 AM and 96 PM peak-hour vehicle trips. This is similar to some of the commercial uses that are currently allowed by right on the Property. As such, no significant impacts are associated with the development as the existing roadway network can accommodate the additional site-generated traffic in an acceptable manner.

The development has also taken measures to address any potential impacts with allowed heights for multifamily residential building adjacent to the single-family residential development to the north. This is done with building heights that are stepped down as you move north towards the single-family residential neighborhood to the north. One-story buildings are located along the entire north property line adjacent to the existing single-family residential homes. Any three-story buildings are designed to be setback approximately eighty (80) feet from the single-family resident so that the buildings will be less visually dominant from the perspective of the existing single-family. This design will ensure the compatibility of the project to the adjacent single-family residential uses.

Overall, Nirvana at Harbor Shores will draw residents to this commercially vibrant area. During a recent City Council Work Session on December 9, 2019, the City discussed a City-commissioned market analysis completed by Elliot D. Pollack & Company to review historic Avondale neighborhoods. While the proposed development is not near the historical areas that were reviewed in the study, one of the interesting outcomes was that in order to establish and activate commercial areas in Avondale there needed to be an increase of higher density residential projects to help induce additional retailers and restaurateurs. This principle certainly applies to the Property as it is located near the many current and future commercial uses of the nearby McDowell Road corridor. This proposal will provide those additional high density residential projects that are needed to further

provide support to the commercial, retail, entertainment, and employment uses being attracted to the area.

The development will accomplish these goals because the Property is in the right location in the City and will provide high-quality amenities that attract young professionals and seniors that wish to make Avondale home. When looking at Nirvana at Harbor Shores, the variety of building types, architectural styles, amenities and development standards provide that type of multi-family development for Avondale. The location of this development is perfectly situated in Avondale and the development will result in positive economic activity for the surround commercial uses.

5. The development standards of the proposed PAD are consistent with or exceed the desired character of development for the area.

As stated within the Nirvana at Harbor Shores PAD and the analysis above, the PAD development standards have been crafted to provide a unique housing development that will be of a character that will maintain the urban feel desired in this area. The active open space, amenities, connectivity, and community center more than justify any deviations from the traditional development standards of a typical apartment complex.

IX. INFRASTRUCTURE

Road improvements, right-of-way, easements.

Transportation Access

Harbor Shores Blvd. will serve as the Property's access point and is located directly east of the Property. Harbor Shores Blvd. is a two lane road with a single land dual directional turn lane. The Applicant is working with the City to ensure proper and adequate emergency access is also provided at the southeast corner of the Property.

Surrounding Street Improvements

The development team will work with the City of Avondale and will make any necessary street improvements in accordance with the provided Traffic Analysis.

Utilities

Further information for the Property utilities are found in the Preliminary Water Demand Report and Wastewater Reports completed by RCC Design Group, LLC and provided with this Application submittal.

Water

The City is the water service provider for the Property. The proposed project is planned to make connections to the existing 12-inch PVC waterline in Harbor Shores Boulevard at two locations to ensure adequate domestic water pressures are provided for the proposed development. It is anticipated that two 2-inch meters and two 2-inch backflow devices will be installed at two separate locations to serve both the north half and south half of the project. After the two 2-inch backflow devices, the domestic services will be connected via a manifold system to a larger 3-inch line that will serve its respective portion of the site. Each building will have its own 2-inch or 1¼-inch. A separate irrigation service will be provided for the project.

The proposed project is planned to make connections to the existing 12-inch PVC waterline in Harbor Shores Boulevard at two locations to ensure adequate fire flow is provided for the proposed development. The connections will be made with 12-inch x 8-inch tapping sleeves and valves within Harbor Shores Boulevard and will have 2-inch backflow devices installed on the property for the onsite private firelines. Onsite fire hydrants shall be installed at spacings of approximately 300 feet and shall be installed along the fire department access throughout the site. Each building shall include a fire riser room for distribution of the fire sprinkler service within each building. Onsite private firelines shall be constructed on PVC and meet all current applicable codes.

Precise locations for connections and networks shall be determined at the Site Plan phase. All infrastructure related to water services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Site Plan phase.

Sanitary Sewer

The City is the wastewater service provider for the Property. The proposed project is planned to make a tap into the existing 10-inch VCP sewer line located within Harbor Shores Boulevard at the approximate midpoint of the property, with an 8-inch service line. Once onsite, the project will provide a gravity sewer system to serve each building. The on-site line will split with one line running in the northern drive aisle and one in the southern drive aisle to pick up the services from the proposed buildings. Each building will have its own sewer service tap into the sewer system.

Precise locations for connections and networks shall be determined at the Site Plan phase. All infrastructure related to sewer services will be completed as they relate to the specific phase that will be developed and will be explicitly determined during the Site Plan phase.

Grading and Drainage

A Preliminary Drainage Report completed by RCC Design Group, LLC is provided with this Application submittal.

The on-site retention requirements shall be per City of Avondale standards and will meet 100-year storm event retention requirements for on-site and adjacent off-site flows. Historic flows may safely pass through or be routed around the site.

X. OWNERSHIP AND MAINTENANCE

The future developer will construct common areas and facilities, which will include circulation and access roadways, utilities for the purposes of transmission and distribution, signage, common area and perimeter landscaping. Site common areas will ultimately be operated, owned and maintained by the owner of Nirvana at Harbor Shores development.

XI. CONFORMANCE WITH AVONDALE PLANS

The Property is designated as Local Commercial on the City's General Plan Map. The Applicant is concurrently (See General Plan Amendment Application # PL-20-0194) requesting to amend the map to the High Density Residential land use category under a separate application, which is intended to accommodate residential densities that range from 12 to 30 dwelling units per acre. This land use category states that units should include apartments, condominiums, or patio homes and should provide a level of intensity to promote a village environment with easy access to services, business and recreation.

The proposed PAD is consistent with this vision providing 24.6 dwelling units per acre with connections to surrounding commercial and employment use. The Nirvana at Harbor Shores PAD is also consistent with a number of elements within the City's General Plan 2030 as follows.

AVONDALE GENERAL PLAN 2030

Land Use Element, Goal 1: Establish an Avondale identity based on a healthy lifestyle that promotes land uses which foster an economically sustainable and socially dynamic community.

Land Use Element, Goal 3: Promote a strong balance of high quality residential, employment, recreation, and educational land.

These goals can be obtained by providing an alternative residential development to the typical homogenous single-family residential units that exists in Avondale. Nirvana at Harbor Shores will provide a high density, quality community that will be compatible with the existing surrounding employment, commercial, and residential uses. Furthermore, the development will provide an added support needed for the variety of commercial uses in the nearby McDowell Road corridor. The type of residents and lifestyle that the Nirvana at Harbor Shores development will attract will be centered on professionals, millennials, and those wanting to live in an urban "lock and leave" lifestyle. Accordingly, the development will provide a well-balanced development which encourages social interaction by creating a larger sense of community amongst residents.

Housing Element, Goal 2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Nirvana at Harbor Shores will be an urban living community that is unique within the City of Avondale. The high-quality multifamily units will be designed in a way that creates a cohesive, connected community. Residents of the Nirvana at Harbor Shores PAD will include professionals, small families, and empty nesters who are looking for a vibrant community within Avondale. The Property design will create more of a sense of place within the area and will encourage heightened social and community interaction.

Housing Element, Goal 4: Require excellence and innovation in residential design and construction.

Policy B: Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.

Policy C: Utilize the City's Design Manuals to promote quality development and attractive residential communities, updating these documents when necessary to reflect changing preferences and styles.

Policy D: Encourage subdivision design that promotes non-vehicular access to trails and transit routes/centers as a component of a healthy lifestyle.

Policy E: Endorse the use of Crime Prevention through Environmental design (CPTED) principles when designing residential communities.

Nirvana at Harbor Shores PAD incorporates these policies within Goal 4 by focusing on the City's Design Manuals and creating a layout with high-quality open space and recreation areas centrally located on the Property which provide easy access to all residents. Buildings are oriented to maximize use of the open areas while maintaining a sense of privacy and security. All residents will be easily connected, thus promoting a healthy, collegial, and friendly neighborhood.

Recreational Amenities Element, Goal 1: Ensure every person has convenient access to safe public parks and affordable recreation opportunities.

Policy A: Continue to ensure that private development provides local, accessible neighborhood parks and tot lots under the management of a Home Owners Association.

Nirvana at Harbor Shores will meet this goal by providing high-quality open space areas with a centrally located open space corridor that ensures residents have full access to the amenities that will encourage social and community interaction.

Bicycling Element, Goal 1: Develop a safe bicycle transportation system that provides connectivity throughout the City, including major public and private facilities, and to transit.

Bicycling Element, Goal 3: Increase recreational opportunities for bicyclists throughout Avondale.

Nirvana at Harbor Shores is within close proximity to commercial centers. Accordingly, the creation of this dense urban core of housing will provide ample opportunity for residents to use their bicycles to access the services and employment areas they so desire. The proposed development will greatly increase Avondale's opportunities for bicycle/pathway networks in the surrounding areas.

Urban Design Element, Goal 5: Maximize housing opportunities in locations within a half-mile of transit, with good access to employment areas, neighborhood services, and public facilities in order to promote a healthy community both sustainably and economically.

Policy A: Distribute higher residential densities throughout our City in identified urban growth areas and facilitate the development of residences in mixed-use development within these growth areas.

Policy B: Develop residentially-designated and mixed use-designated lands adjacent to major transit facilities at high densities to reduce motor vehicle travel by encouraging the use of public transit.

Policy C: Within identified growth areas, develop residential projects at densities sufficient to support neighborhood retail in walkable, main street types of development.

Policy D: Facilitate the development of housing close to jobs to provide residents with the opportunity to live and work in the same community.

Policy E: Encourage consolidation of parcels to promote mixed-use and high density development at locations identified in the TOD Element and on the Land Use Map.

Nirvana at Harbor Shores meets this goal and each policy listed above by providing a high density urban community that has strong pedestrian access to surrounding employment and commercial uses, and is readily accessible to the City of Avondale. Additionally, Nirvana at Harbor Shores will provide a welcome economic increase to the surrounding commercial uses and act as a catalyst for future development. Nirvana at Harbor Shores is well poised to create a dynamic, high density community within this growth area that will create vitality for future mixed-uses, retail, and employment uses that will come into the area.

THE NORTH AVONDALE SPECIFIC PLAN

The North Avondale Specific Plan covers the majority of land within the Avondale City Limits north of McDowell Road. The Planning Area is bounded by McDowell Road on the south, Litchfield Road on the west, and 103rd Avenue on the east. The northern boundary is Indian School Road. The majority of the North Avondale Specific Plan is developed as Medium Density Residential.

Objective #1: Facilitate the full buildout of North Avondale.

Land Use Element Goal #1, Policy D: Enhance the attractiveness of infill parcels as option for new development throughout Avondale.

The Property is an infill site surrounded by medium density residential neighborhoods and commercial properties. Despite the Property being zoned for commercial uses, it has remained vacant for years. The Property has been marketed to a variety of commercial users for many years. One of the biggest disadvantages is that the Property is located away from arterial streets that have attracted the commercial uses and instead fronts onto a collector street, Harbor Shores Boulevard, away from the more trafficked arterial street frontages that are necessary for commercial uses to thrive. This lack of visibility has provided challenges for the Property to develop with any type of commercial.

With its close proximity to multiple commercial districts, Nirvana at Harbor Shores will complement and draw residents that will be able to utilize the commercial retail and employment areas to the south. This will provide additional residents to the area, which will further vitalize the existing uses.

Additionally, as demonstrated in the provided imagery and development standards for Nirvana at Harbor Shore, this development will greatly improve a current vacant/blighted site that will be incorporated into the current infrastructure system of the surrounding area and provide an attractive development that will further complement the existing uses in the area.

Objective #5: Attract residential products and subdivision designs that are unique from what North Avondale currently offers.

Housing Element Goal #2: Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.

Most of North Avondale consists of homogenous traditional single-family residential housing with garage dominated houses and very little open spaces that enrich developments. The surrounding developments around the Property consist of medium density ranges and commercial uses.

As described herein, the Nirvana at Harbor Shores PAD provides a unique multifamily residential development that will seamlessly blend into what is currently developed in the area. The site plan is laid out with an emphasis on the aesthetics and the active open spaces offered with the development. This is a unique housing development that is not found in North Avondale. With an emphasis on community open space and enriched amenities, Nirvana at Harbor Shores will be an incredible development that will attract a different type of resident for North Avondale. This will provide a variety of different socio-economic levels to this part of the City.

Objective #7: Develop a "Sense of Place" in North Avondale.

Urban Design Element Goal #2, Policy A: Create visual "gateways" at principal entry points to Avondale, and develop a design "theme" that is used throughout the City to create a sense of unity and identity.

The Property has sat for decades without any interest in development and is currently vacant and blighted at best. With the enhanced open space, amenities, and unique residential development and architecture, the Nirvana at Harbor Shores PAD will provide an area that will add to the “sense of place” and a visually appealing gateway to this area of North Avondale. The unique layout of the residential development, with its varied housing opportunities provides a distinctive aesthetic focal point for those driving in this area being a great sense of unity and identity.

AVONDALE STRATEGIC FIVE-YEAR PLAN

The Avondale Strategic Five Year Plan was designed with the vision and guidance from the Avondale City Council, and crafted with input from engaged residents, local businesses and key personnel across the city’s organization. The Plan represents a cohesive and intelligent approach which will enable Avondale to create a community that is family friendly and economically robust. In short, Nirvana at Harbor Shores will help Avondale achieve its going of becoming a city that is Aspiring, Achieving and Accelerating.

The Nirvana at Harbor Shores PAD is in a unique location that provides the opportunity to develop a site near multiple commercial uses and will synergize with the adjacent employment areas. Increased employment opportunities will come to the City in the near future along Interstate-10, the location of this development will enable the City to keep Avondale workers in Avondale. The development’s location will prove to be an attractive option for workers looking to locate to Avondale due to the City’s economic development. Nirvana at Harbor Shores will complement and support the economic vision of the Strategic Five Year Plan.

The Nirvana at Harbor Shores PAD will meet the following goals of the Strategic Five Year Plan.

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

Nirvana at Harbor Shores’ modern design will offer multifamily units and create a unique urban experience not currently available within the City of Avondale, but is demanded by both millennials, professionals, and empty nesters throughout the Valley.

Nirvana at Harbor Shores is designed to provide on-site amenities and open space for both the modern professional and those interested in a “lock and leave” lifestyle. While adding to the existing housing in the area, Nirvana at Harbor Shores provides a unique housing development that caters to those looking for something different than the typical traditional housing offered in Avondale. The Nirvana at Harbor Shores development is unique to Avondale and contributes to the diversity of housing that the Strategic Five Year Plan envisions.

Initiative #2, Strategic Goal, Action Item: Establish relationships with potential partners for the development of trail and river corridors.

The nearby sidewalks and bicycle lanes provide opportunities for the residents to access the nearby Agua Fria Wash, with all its trail amenities. This will provide recreational and exercising opportunities for the Nirvana at Harbor Shores residents. These trails promote pedestrian and bicycle connectivity and encourage active lifestyles.

XII. SCHOOLS

As part of the required PAD rezoning application process, The Applicant has reached out to representatives of the Pendergast Elementary School District and the Tolleson Union High School District. Both of these school districts have indicated that they have adequate school facilities for the proposed development. The Applicant has delivered the executed Certificate of Adequate School Facilities to the City, as required.

XIII. CONCLUSION

Nirvana at Harbor Shores is located near multiple commercial use centers. The Property's location is ideal for an urban multi-family community that will synergize with the surrounding area. The PAD creates design and development standards that complement the surrounding employment, commercial, and residential uses while providing a luxury, urban housing development not currently found in Avondale.

As detailed above, the proposed PAD is consistent with many of the policies in the City of Avondale's General Plan 2030. The proposed plan will develop a vacant site and provide a vibrant urban feel reflecting the aspirations and character of Avondale. Nirvana at Harbor Shores will draw residents such as professionals, millennials, and empty nesters, subsequently attracting a variety of residents to Avondale.

The development's unique location and thoughtful design strategies will help Nirvana at Harbor Shores seamlessly integrate into the urban core of Avondale, while also setting itself apart in a distinctive way. The Avondale General Plan states that the City should encourage these types of developments, which are geared towards the providing more compatible multifamily developments to support that adjacent McDowell Road corridor with its varied commercial and employment land uses. Additionally, with the City acknowledging the importance of high-quality amenities and interactive social spaces within developments, Nirvana at Harbor Shores provides the framework for Avondale's vision to become reality.

The Nirvana at Harbor Shores PAD establishes a high level of quality, building design, and site design expectations for this multi-family residential development. The Nirvana at Harbor Shores PAD includes exhibits and imagery that represent this level of quality. Development will be at or greater than the designs represented in this PAD.

We look forward to Nirvana at Harbor Shores being a unique multi-family development that brings a high-quality urban experience to its residents.

EXHIBIT A



EXHIBIT B



APN: 102-31-983
Acres: 7.0 Acres (net)

Exhibit B - Aerial Context Map
Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue

EXHIBIT C

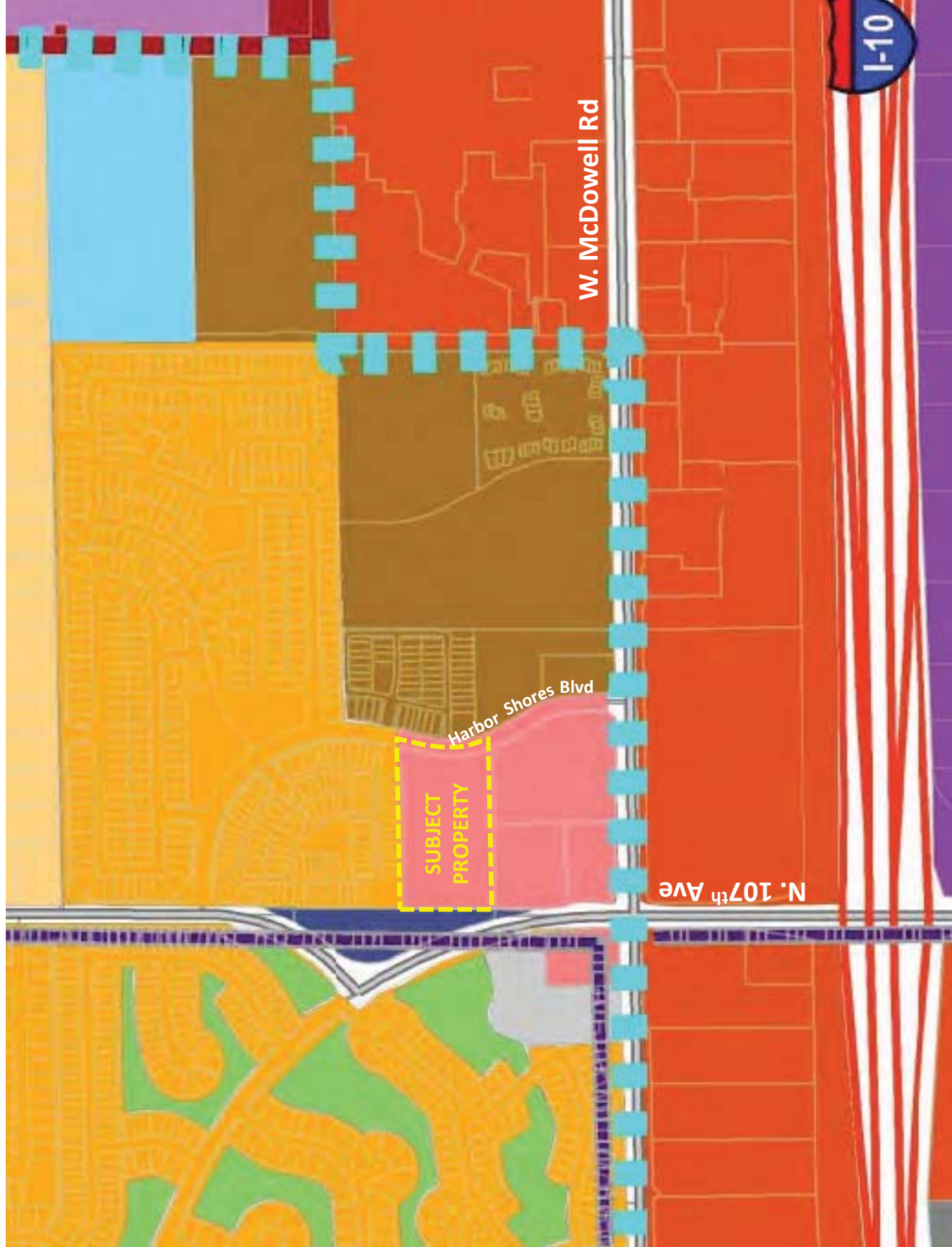
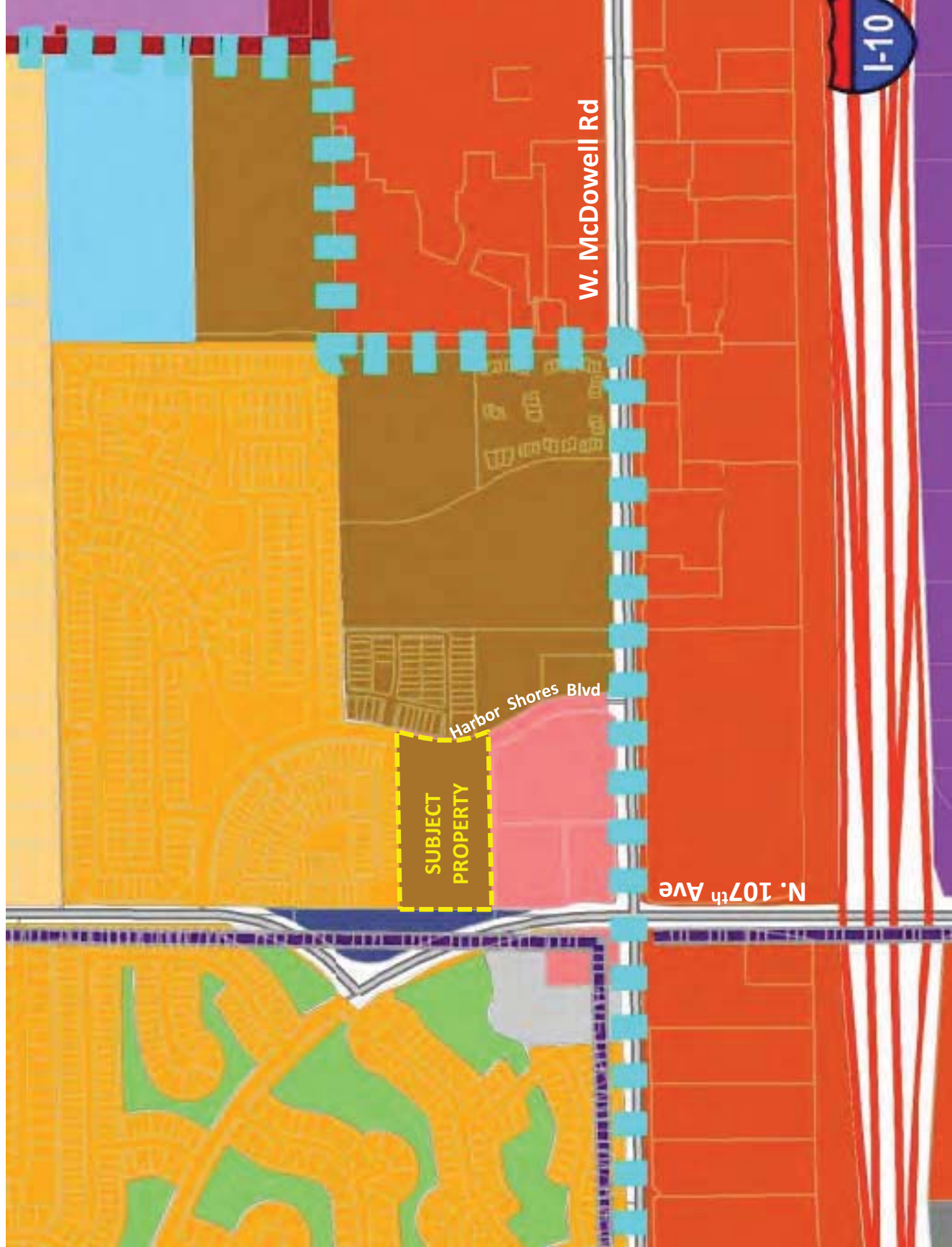


Exhibit C – Current Avondale General Plan Map
 Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue



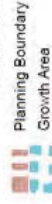
**TIFFANY
& BOSCO**
P.A.

EXHIBIT D

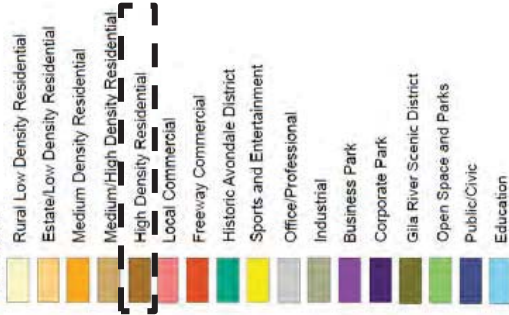


GENERAL PLAN

Legend



Land Use



TOD

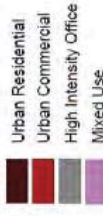


Exhibit D – Proposed Avondale General Plan Amendment Map
Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue



**TIFFANY
& BOSCO**
P.A.

EXHIBIT E



Exhibit E – Current Avondale Zoning Map
Nirvana at Harbor Shores – NEC of McDowell Road & 107th Avenue



**TIFFANY
& BOSCO**
P.A.

EXHIBIT F

1. ALL UTILITY LINES LESS THAN 60" IN DEPTH SHALL BE UNDERGROUND/CONCEALED THE FIRST PHASE OF DEVELOPMENT.
2. ALL EXISTING LIMITED EQUIPMENT SHALL BE SKEWERED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN REQUIRED ASPHALT SORT VISIBILITY TRIANGLE SHALL BE MAINTAINED TO A MINIMUM OF 10 FEET FROM THE CURB.
4. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN THE FINISHED GRADE OF THE ADJACENT DRIVEWAY.
5. FURNITURE AND PLANTING WITHIN PARKED DRIVEWAY DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED MULCH.
6. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE CITY OF CHICAGO'S STREET LIGHTING ORDINANCE. STREET LIGHTS SHALL BE SUBJECT TO THE CITY OF CHICAGO'S CHANGES THEREO.
7. THIS PROJECT IS SUBJECT TO THE CURRENTLY ADOPTED GENERAL DESIGN, COMMERCIAL/INDUSTRIAL/RESIDENTIAL/RETAIL/ARTS DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AVENUE STREET TREE MASTER PLAN, AND OTHER CITY ORDINANCES.

[illegible][illegible]

**biltform architecture
group, INC.**
11460 north cave creek road . suite 11
phoenix . arizona 85020

PRELIMINARY
NOT FOR
CONSTRUCTION

NIRVANA AT HARBOR SHORES, LLC
6031 E. Paradise Drive, Scottsdale, AZ 85254

[illegible]

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© BILTFORM ARCHITECTURE GROUP, INC.

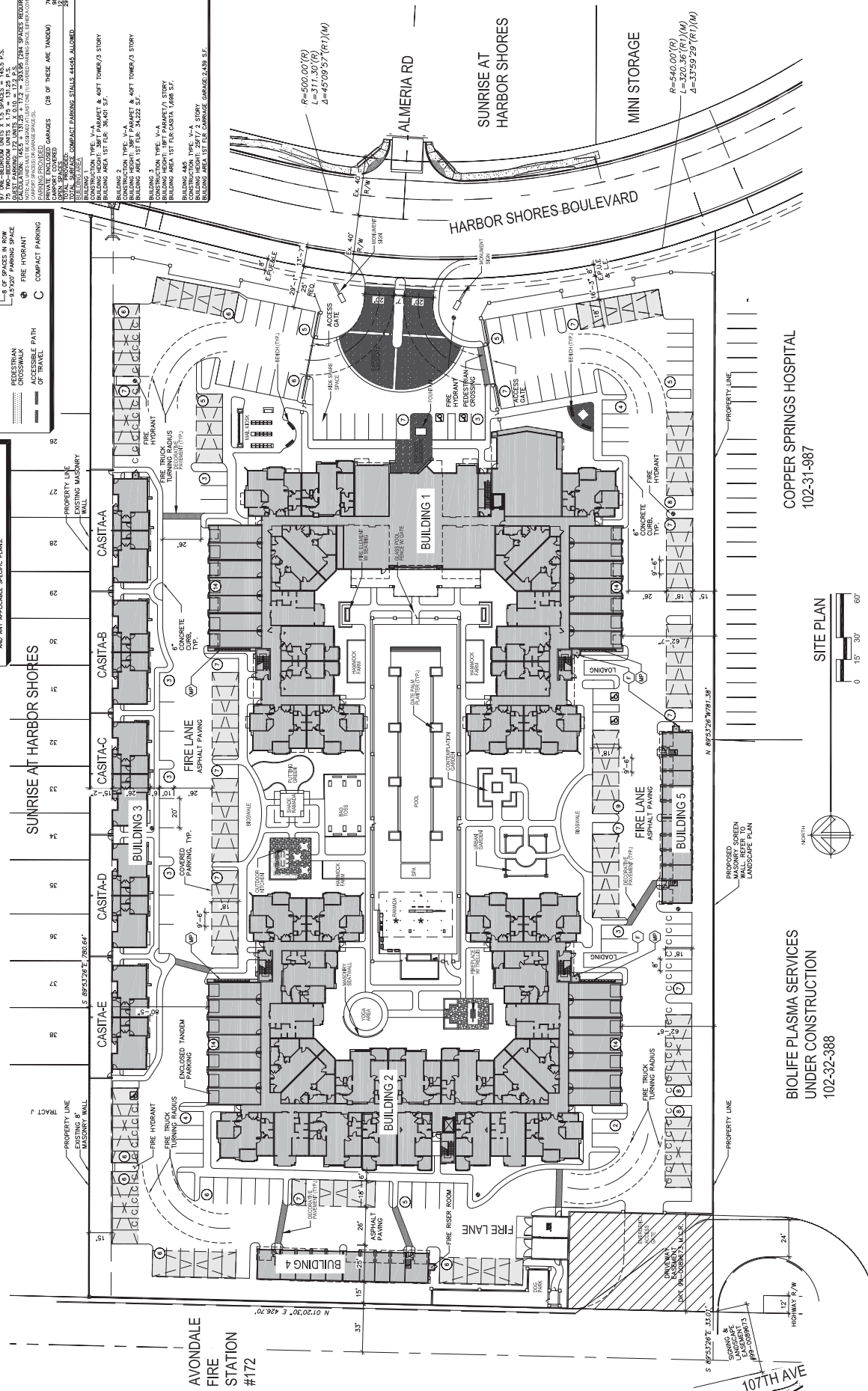


EXHIBIT G

EXHIBIT Ha

NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

BUILDING 1 ELEVATIONS

DR3

COLOR

N.T.S

10-05-20

© BLUFORM ARCHITECTURE GROUP, INC.



F 3-STORY NORTH ELEVATION

E 3-STORY SOUTH ELEVATION



E 3-STORY SOUTH ELEVATION

C 3-STORY WEST ELEVATION

C 3-STORY WEST ELEVATION



B 3-STORY SOUTH ELEVATION

B 3-STORY SOUTH ELEVATION



D 3-STORY NORTH ELEVATION

D 3-STORY NORTH ELEVATION



A 3-STORY EAST ELEVATION

A 3-STORY EAST ELEVATION

EXTERIOR COLOR SCHEME	
A	BENJAMIN MOORE STUCCO BODY SAND/SLATE/PPG/CC-71
B	BENJAMIN MOORE STUCCO BODY STORMY MONDAY/2112-50
C	BENJAMIN MOORE SMOOTH FINISH CAPONATA/AF-650
D	BENJAMIN MOORE SMOOTH FINISH ASPHALT/CC-545
E	BENJAMIN MOORE TRIM & ACCENT COLOR 2124-70/CC-46
F	BENJAMIN MOORE CAPONATA/AF-650
G	BENJAMIN MOORE DOOR PAINT VELVET/CSF-235
H	ACCENT MATERIAL REFINED WOODSTONE METAL: COP-15N
I	ACCENT MATERIAL CONCRETE BLOCK WITH WOOD GRAIN
J	ACCENT MATERIAL PAINT/CANYON BLACK
K	WOOD GRAIN WINDOW FRAME ESPRESSO FOR BRONZE FINISH
L	WOOD GRAIN WINDOW FRAME TAN GRAY CONCRETE AGGREGATE

ELEVATION KEY NOTES:	
1.	EXTERIOR STUCCO SYSTEM
2.	STUCCO PARAPET CAP
3.	METAL BALCONY RAILING
4.	DOOR PER PLAN
5.	STUCCO REVEAL
6.	GARAGE DOOR
7.	ALUMINUM STOREFRONT WINDOW SYSTEM
8.	ALUMINUM TELESCOPING DOOR SYSTEM
9.	ROCKER
10.	PROPOSED SIGNAGE

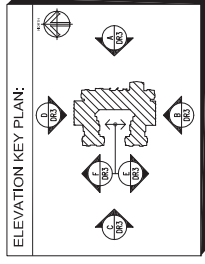


EXHIBIT Hb

NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

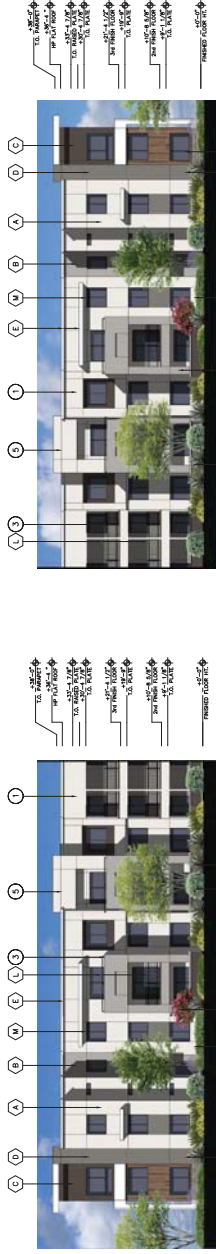
BUILDING 2 ELEVATIONS

DR4

COLOR
N.T.S

10-05-20

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EXTERIOR COLOR SCHEME	
A	STUCCO BODY, SAND BLAST ROOF-71
B	STUCCO BODY, STORMY MONDAY/2112-50
C	STUCCO BODY, BENJAMIN MOORE
D	STUCCO BODY, CAPONATA/AF-650
E	STUCCO BODY, SMOOTH FINISH, ASPHALT/OC-545
F	TRIM & ACCENT COLOR, BENJAMIN MOORE, 2124-70/OC-46
G	DOOR PAINT, BENJAMIN MOORE, CAPONATA/AF-650
H	DOOR PAINT, BENJAMIN MOORE, VELVET/CSF-235
I	ACCENT MATERIAL, CORONADO, RETIRED WOODSTONE
J	ACCENT MATERIAL, METAL, COR-15N
K	CONCRETE BLOCK WITH ACCENT MATERIAL, CONCRETE BLOCK, PAINT/CANYON BLACK
L	METAL RAILING, WOOD TRIM, METAL, WINDOW, DRIVE WINDOW, DRIVE MATERIAL, ESPRESSO FOR BROWZE
M	TAN GRAY CONCRETE AGGREGATE

ELEVATION KEY NOTES:	
1.	EXTERIOR STUCCO SYSTEM
2.	STUCCO PARAPET CAP
3.	METAL BALCONY RAILING
4.	DOOR PER PLAN
5.	STUCCO REVEAL
6.	GARAGE DOOR
7.	ALUMINUM STOREFRONT WINDOW SYSTEM
8.	ALUMINUM TELESCOPING DOOR SYSTEM
9.	ROOFER
10.	PROPOSED SHADE

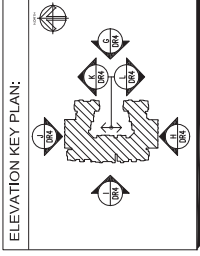


EXHIBIT Hc

NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

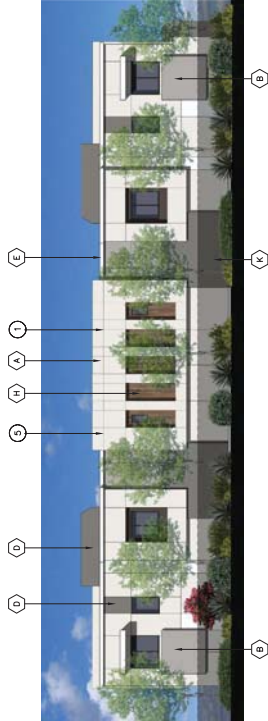
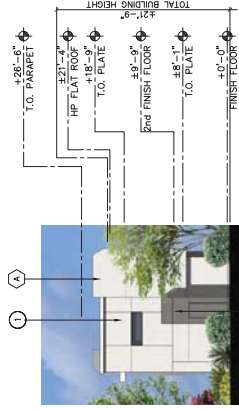
BUILDING ELEVATIONS | **DR5**
COLOR
N.T.S | 10-05-20

© BELTONE ARCHITECTURE GROUP, INC.

EXTERIOR COLOR SCHEME	
A	STUCCO BODY BENJAMIN MOORE SAND LAR 1075/OC-71
B	STUCCO BODY BENJAMIN MOORE STORMY MONDAY/2112-50
C	STUCCO BODY SMOOTH FINISH BENJAMIN MOORE CAPONATA/AF-650
D	STUCCO BODY SMOOTH FINISH BENJAMIN MOORE ASPHALT/OC-545
E	TRIM & ACCENT COLOR BENJAMIN MOORE 2124-70/OC-46
F	DOOR PAINT CAPONATA/AF-650 BENJAMIN MOORE
G	DOOR PAINT VELVET/CS-235 BENJAMIN MOORE
H	ACCENT MATERIAL CORIANO REFINED WOODSTONE
I	ACCENT MATERIAL METAL: COPPER
J	ACCENT MATERIAL CONCRETE BLOCK WITH WOOD GRAIN FINISH
K	ACCENT MATERIAL PAINT/CANYON BLACK
L	METAL RAILING WOOD TRIM WINDOM DRIVE WINDOM DRIVE ESPRESSO OR BRONZE FINISH
M	ENTRY DRIVE MATERIAL TAN GRAY CONCRETE AGGREGATE



BLDG 3: PARTIAL REAR
SINGLE STORY CASITA, SOUTH ELEVATION



BLDG 4: SIDE-LEFT/RIGHT
SINGLE STORY CASITA, NORTHSOUTH ELEVATION



BLDG 4: REAR
SINGLE STORY CASITA, EAST ELEVATION

ELEVATION KEY NOTES:	
1.	EXTERIOR STUCCO SYSTEM
2.	STUCCO PARAPET CAP
3.	METAL BALCONY RAILING
4.	DOOR PER PLAN
5.	STUCCO REVEAL
6.	GARAGE DOOR
7.	ALUMINUM STOREFRONT WINDOW SYSTEM
8.	ALUMINUM TELESCOPING DOOR SYSTEM
9.	ROCK
10.	PROPOSED SIGNAGE

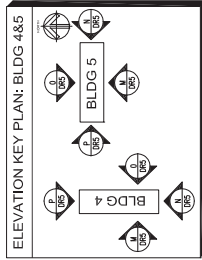
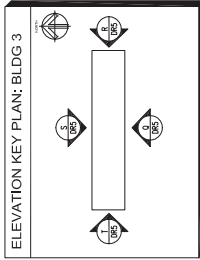


EXHIBIT Ia



NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

SITE ENTRY PERSPECTIVE
COLOR
N.T.S.

DR1

08-20-20

EXHIBIT Ib



NIRVANA AT HARBOR SHORES

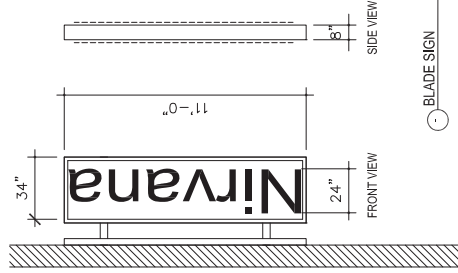
NIRVANA AT HARBORSHORES, LLC

EXHIBIT J



Ⓐ BLDG 1: PROPOSED BLADE SIGN
PARTIAL SIDE ELEVATION VIEW

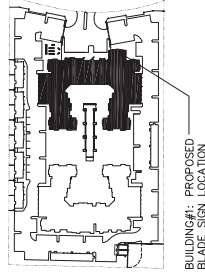
Ⓑ BLDG 1 PROPOSED BLADE SIGN
PARTIAL FRONT ELEVATION VIEW



SIGNAGE STATEMENT:
DUAL SIDED BLADE SIGN WILL ALLOW TRAFFIC COMING FROM
EITHER DIRECTION ON HARBOR SHORES BLVD TO IDENTIFY
PROPERTY.
THE AREA OF EACH FACE IS ABOUT 33 SF.
-FABRICATED ALUMINUM CABINET WITH CHANNEL LETTERS
-“Nirvana” -ILLUMINATED REVERSE PAN CHANNEL LETTERS 24”
HIGH
-TO ILLUMINATE AT NIGHT ROUTED COPY OF LOGO TO LIGHT
THRU FACE: LED HALO ILLUMINATION ON LETTERS

SIGN COLORS:	
	Point to Match Brushed Aluminum
	Point to Match Benjamin Moore Caponata / AF-650

SITE KEY MAP



BUILDING#: PROPOSED
BLADE SIGN LOCATION

SIGNAGE
COLOR
N.T.S

DR7
10-05-20

NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

EXHIBIT K

NIRVANA AT HARBOR SHORES
NIRVANA AT HARBORSHORES, LLC

SITE DETAILS
COLOR
N.T.S

DR6
10-06-20

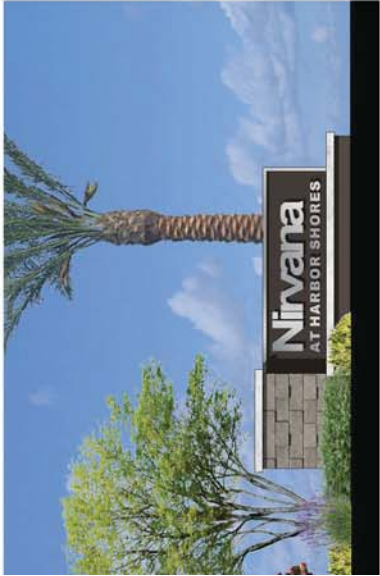


EXHIBIT L

Benjamin Moore Distant Gray / 2124-70 / OC-68
Trim and Accent Color

Benjamin Moore
Caponata / AF-650
Stucco Body Color
Door Paint Color

Coronado Refined Woodstone
Accent Material

Mesquite Tree

Concrete Aggregate
Entry Drive
Tan Gray

Rocky Desert Incline

Benjamin Moore
Stormy Monday / 2112-50
Stucco Body Color

Benjamin Moore
Asphalt / CC-548
Stucco Body Color

Cor-Ten
Metal Accent Material

Weathered
Object in Desert

Benjamin Moore
Sand Dollar / 877 / OC-71
Stucco Body Color

Concrete Block with
Depth Patterning
Masonry Accent Material

Desert Floor &
Mountain Backdrop

EXHIBIT M

EXHIBIT N

Exhibit F

Proposed Conceptual Site Plan

Nirvana at Harbor Shores

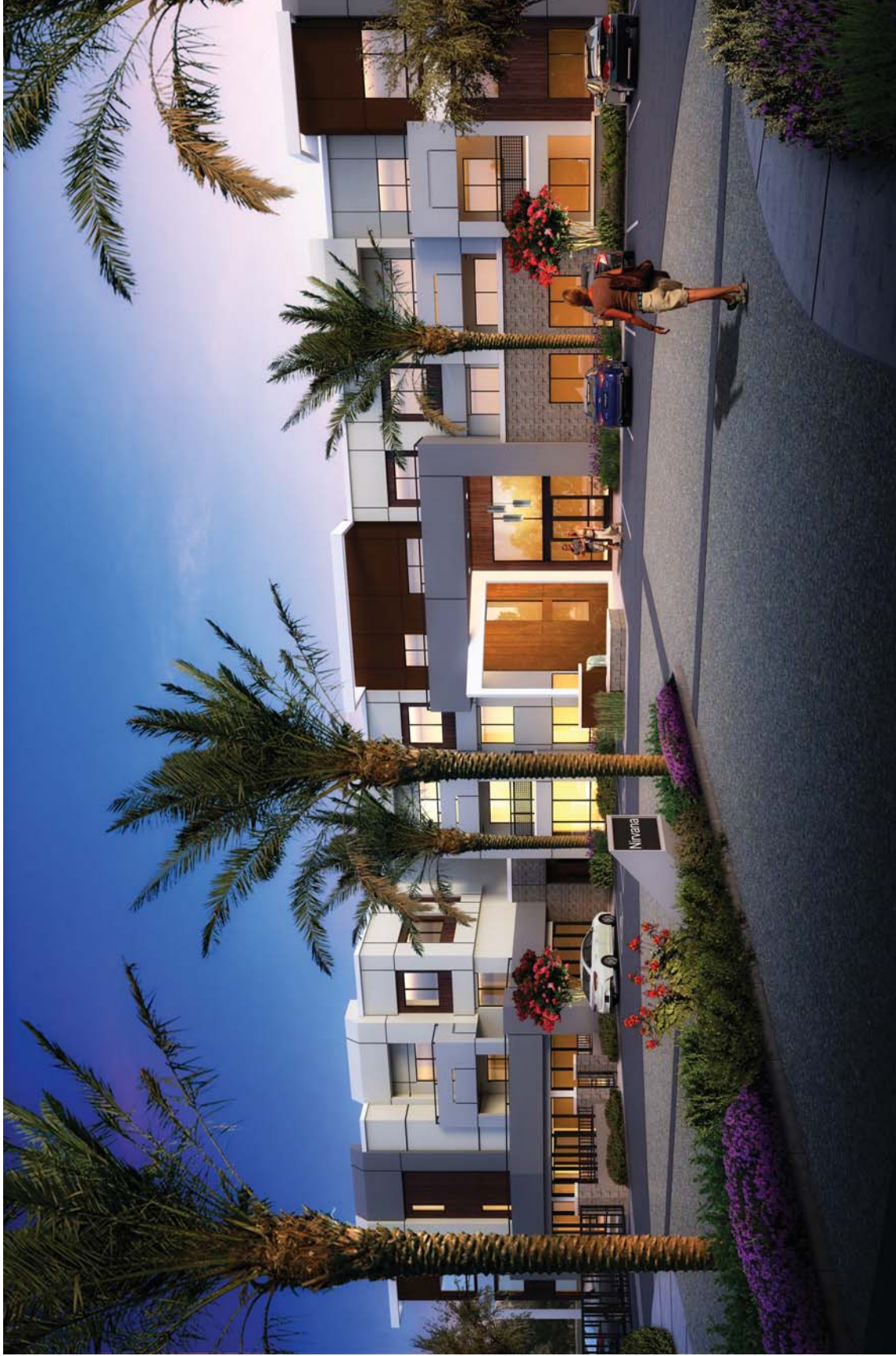
Exhibit G

Proposed Conceptual Building Elevations, Perspectives, and Material Board

Nirvana at Harbor Shores

Received
electronically
November
10, 2020

billform
architecture



SITE ENTRY PERSPECTIVE
COLOR
N.T.S.
DR1
08-20-20

NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

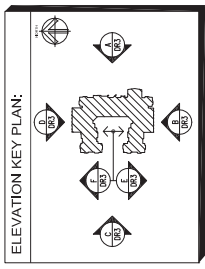


NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

EXTERIOR COLOR SCHEME	
A	BENJAMIN MOORE STUCCO BODY SAND/SLATE/PPC-71
B	BENJAMIN MOORE STUCCO BODY STORMY MONDAY/2112-50
C	BENJAMIN MOORE STUCCO BODY SMOOTH FINISH CAPONATA/AF-650
D	BENJAMIN MOORE STUCCO BODY SMOOTH FINISH ASPHALT/OC-545
E	BENJAMIN MOORE TRIM & ACCENT COLOR 2124-70/OC-46
F	BENJAMIN MOORE DOOR PAINT CAPONATA/AF-650
G	BENJAMIN MOORE DOOR PAINT VELVET/CSF-235
H	CORDONADO ACCENT MATERIAL REFINED WOODSTONE METAL: COP-15N
J	ACCENT MATERIAL CONCRETE BLOCK WITH WOOD GRAIN
K	ACCENT MATERIAL PAINT/CANYON BLACK
L	METAL RAILING WOOD GRAIN WINDOW FRAME
M	ESPRESSO FOR BRONZE FINISH
N	TAN GRAY CONCRETE AGGREGATE

ELEVATION KEY NOTES:	
1.	EXTERIOR STUCCO SYSTEM
2.	STUCCO PARAPET CAP
3.	METAL BALCONY RAILING
4.	DOOR PER PLAN
5.	STUCCO REVEAL
6.	GARAGE DOOR
7.	ALUMINUM STOREFRONT WINDOW SYSTEM
8.	ALUMINUM TELESCOPING DOOR SYSTEM
9.	ROCKER
10.	PROPPOSED SIGNAGE



BUILDING 1 ELEVATIONS

DR3

COLOR

N.T.S

10-05-20



NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

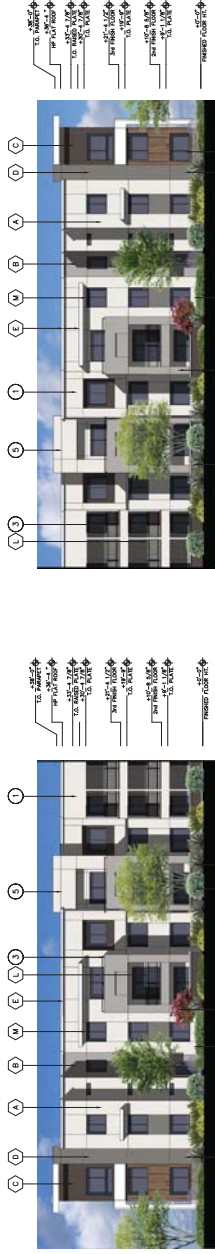
BUILDING 2 ELEVATIONS

DR4

COLOR
N.T.S

10-05-20

© BLITZ ARCHITECTURE GROUP, INC.

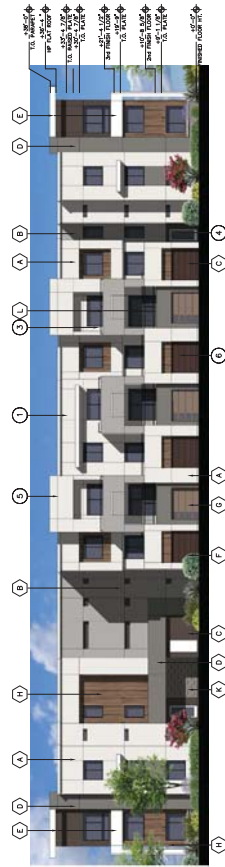


K COURT-YARD
1ST-STORY SOUTH ELEVATION



L COURT-YARD
1ST-STORY NORTH ELEVATION

I FRONT
1ST-STORY WEST ELEVATION



H SIDE-LEFT
1ST-STORY SOUTH ELEVATION



J SIDE-RIGHT
1ST-STORY NORTH ELEVATION

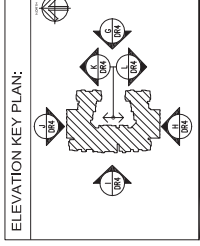


G REAR
1ST-STORY EAST ELEVATION

EXTERIOR COLOR SCHEME	
A	STUCCO BODY BENJAMIN MOORE SAND LASS 90/10-71
B	STUCCO BODY BENJAMIN MOORE STORMY MONDAY/2112-50
C	STUCCO BODY BENJAMIN MOORE CAPONATA/AF-650
D	STUCCO BODY BENJAMIN MOORE SMOOTH FINISH ASPHALT/OC-545
E	TRIM & ACCENT COLOR BENJAMIN MOORE CAPONATA/AF-650
F	DOOR PAINT BENJAMIN MOORE CAPONATA/AF-650
G	DOOR PAINT BENJAMIN MOORE VELVET/CSF-235
H	ACCENT MATERIAL REFINED WOODSTONE METAL COR-15N
I	ACCENT MATERIAL CONCRETE BLOCK WITH WOOD GRAIN FINISH
J	METAL RAILING PAINT/CANYON BLACK
K	WOOD TRIM FOR WINDOW FRAME ESPRESSO OR BRONZE FINISH
L	ENTRY DRIVE MATERIAL TAN GRAY CONCRETE AGGREGATE

ELEVATION KEY NOTES:

1. EXTERIOR STUCCO SYSTEM
2. STUCCO PARAPET CAP
3. METAL BALCONY RAILING
4. DOOR PER PLAN
5. STUCCO REVEAL
6. GARAGE DOOR
7. ALUMINUM STOREFRONT WINDOW SYSTEM
8. ALUMINUM TELESCOPING DOOR SYSTEM
9. ROOFER
10. PROPOSED SHADE



NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

BUILDING ELEVATIONS | **DR5**
COLOR
N.T.S | 10-05-20

© BELTONE ARCHITECTURE GROUP, INC.

EXTERIOR COLOR SCHEME	
A	BENJAMIN MOORE SANDWAS 1070/OC-71
B	BENJAMIN MOORE STORMY MONDAY/2112-50
C	BENJAMIN MOORE CAPONATA/AF-650
D	BENJAMIN MOORE ASPHALT/OC-545
E	BENJAMIN MOORE 2124/70/OC-46
F	BENJAMIN MOORE CAPONATA/AF-650
G	BENJAMIN MOORE VELVET/CS-235
H	CORIANO REFINED WOODSTONE
I	METAL: COR-TEN
J	CONCRETE BLOCK WITH WOOD GRAIN FINISH
K	PAINT/CANYON BLACK
L	ESPRESSO OR BRONZE WINDOM DRIVE
M	TAN GRAY CONCRETE AGGREGATE

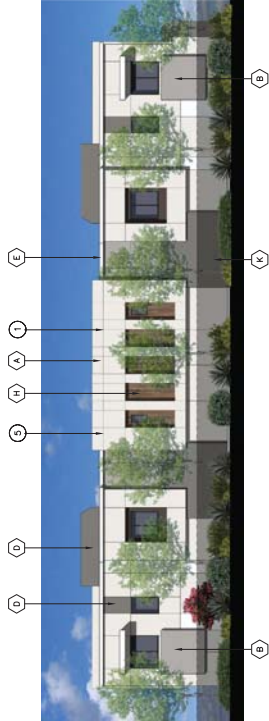
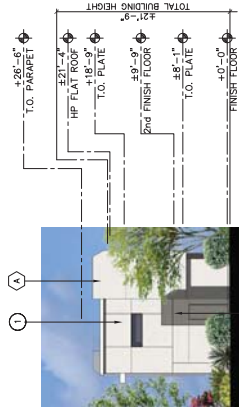


BLDG 3: PARTIAL FRONT
SINGLE STORY CASITA, NORTH ELEVATION

BLDG 3: SIDE-LEFT/RIGHT
SINGLE STORY CASITA, EASTWEST ELEVATION

BLDG 3: PARTIAL REAR
SINGLE STORY CASITA, SOUTH ELEVATION

ELEVATION KEY NOTES:	
1.	EXTERIOR STUCCO SYSTEM
2.	STUCCO PARAPET CAP
3.	METAL BALCONY RAILING
4.	DOOR PER PLAN
5.	STUCCO REVEAL
6.	GARAGE DOOR
7.	ALUMINUM STOREFRONT WINDOW SYSTEM
8.	ALUMINUM TELESCOPING DOOR SYSTEM
9.	ROCKER
10.	PROPPOSED SIGNAGE



BLDG 4: FRONT
SINGLE STORY CASITA, WEST ELEVATION

BLDG 4: SIDE-LEFT/RIGHT
SINGLE STORY CASITA, NORTHSOUTH ELEVATION

ELEVATION KEY PLAN: BLDG 4&5	
BLDG 4	BLDG 5



BLDG 4: REAR
SINGLE STORY CASITA, EAST ELEVATION

ELEVATION KEY PLAN: BLDG 3	
BLDG 3	BLDG 3



NIRVANA AT HARBOR SHORES
NIRVANA AT HARBORSHORES, LLC

SITE DETAILS
COLOR
N.T.S

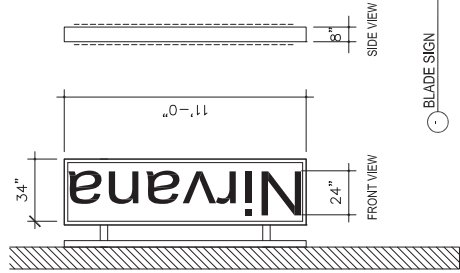
DR6
10-06-20





BLDG 1: PROPOSED BLADE SIGN
PARTIAL SIDE ELEVATION VIEW

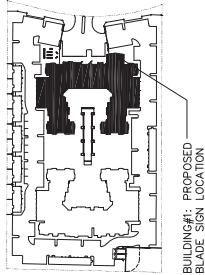
BLDG 1 PROPOSED BLADE SIGN
PARTIAL FRONT ELEVATION VIEW



SIGNAGE STATEMENT:
DUAL SIDED BLADE SIGN WILL ALLOW TRAFFIC COMING FROM
EITHER DIRECTION ON HARBOR SHORES BLVD TO IDENTIFY
PROPERTY.
THE AREA OF EACH FACE IS ABOUT 33 SF.
-FABRICATED ALUMINUM CHANNEL SIGN
-“Nirvana” -ILLUMINATED REVERSE PAN CHANNEL LETTERS 24”
HIGH
-TO ILLUMINATE AT NIGHT ROUTED COPY OF LOGO TO LIGHT
THRU FACE: LED HALO ILLUMINATION ON LETTERS

SIGN COLORS:	
	Point to Match Brushed Aluminum
	Point to Match Benjamin Moore Caponata / AF-650

SITE KEY MAP



SIGNAGE
COLOR
N.T.S

DR7
10-05-20

NIRVANA AT HARBOR SHORES

NIRVANA AT HARBORSHORES, LLC

Benjamin Moore Distant Gray / 2124-70 / OC-68
Trim and Accent Color

Benjamin Moore
Caponata / AF-650
Stucco Body Color
Door Paint Color

Coronado Refined Woodstone
Accent Material

Mesquite Tree

Rocky Desert Incline

Concrete Aggregate
Entry Drive
Tan Gray

Benjamin Moore
Stormy Monday / 2112-50
Stucco Body Color

Benjamin Moore
Asphalt / CC-548
Stucco Body Color

Cor-Ten
Metal Accent Material

Weathered
Object in Desert

Benjamin Moore
Sand Dollar / 877 / OC-71
Stucco Body Color

Concrete Block with
Depth Patterning
Masonry Accent Material

Desert Floor &
Mountain Backdrop

Exhibit H

Neighborhood Meeting Summary

November 12, 2020



November 17, 2020

Ken Galica, Division Lead Planner
City of Avondale
Development and Engineering Services
11465 W Civic Center Drive
Avondale, AZ 85323

RE: PL-20-0194/PL-20-0199 Nirvana at Harbor Shores GPA/Rezoning - November 12th, 2020 Neighborhood Meeting Summary

Dear Mr. Galica:

The purpose of this letter is to inform you that our firm held a neighborhood meeting for the Nirvana at Harbor Shores Minor General Plan Amendment and Rezoning applications (*Case numbers: PL-20-0194/PL-20-0199*) for the approximately 7.0 acre (net) site located north of the northwest corner of McDowell Road and Harbor Shores Boulevard (the "Property"). The meeting was held on Thursday, November 12th, 2020 from 6:00pm–7:00pm via Zoom Teleconference (as scheduled by the City of Avondale).

The neighborhood meeting was hosted by Shaine T. Alleman of Tiffany & Bosco, Shaun Kanaka of Nirvana at Harbor Shores, LLC, and Vince Scarano of Biltform Architecture Group to review the proposed applications and answer questions regarding the project.

The following individuals attended from the public:

- Vice Mayor Pat Dennis, City of Avondale
- Brian Craig, AICP, City of Avondale, Planning Manager
- Darrell Primm (2029 N. 106th Drive & 10633 W. Coronado Rd)
- Miguel Hernandez (10472 W. Palm Lane)
- Denise Erives (Manager at Aventura Apartments, 10350 W. McDowell Road)

Mr. Alleman began the neighborhood meeting by presenting an overview of the project including reviewing the development process and timing, the conceptual site plan, and conceptual elevations and renderings. The remainder of the meeting was open for discussions and questions from the public. The following is summary of that discussion.

Regarding the Northern Edge of the Property

Vice Mayor Dennis and Darrell Primm asked several questions about the distance setback and heights for all of the building types.



For the centralized 3-story buildings (Buildings 1 & 2), Mr. Alleman explained that the distance from the 1st floor to northern property line will be 80' and the 2nd and 3rd floors will be stepped back (in accordance with the North Avondale Specific Plan).

For the casitas on the north property line (Building 3), Mr. Alleman explained that the setback distance for casitas to the north property line will be 15' (which is similar to the existing 8' – 15' setback for that the Sunrise residences have.)

For the east building (Building 4) and south building, Mr. Alleman explained that these building would be 2-story and be setback 15' from the adjacent Property line.

Mr. Primm asked questions about the existing northern wall and if there would be provisions for addressing any painting or potential maintenance issues.

Mr. Alleman explained that each respective association/ owner would be required to paint and maintain their portions of the wall. In the case of shared maintenance issues, this would need to be addressed between association entities at that time.

Traffic Circulation

Vice Mayor Dennis asked general questions regarding the traffic circulation on Harbor Shores Boulevard and whether a signal light was planned at the Harbor Shores Boulevard and McDowell Road intersection.

Mr. Alleman explained that the PAD application required a full traffic impact analysis and the results showed that there is no significant impact on the road or at the intersection that is 600' to the South of the Property. The AM peak hours is 80 trips and the PM peak hour is 96 trips. Some commercial users (current Property zoning) generate approximately 80-100 users and, thus, generate the same or more trips.

Mr. Alleman explained that the TIA indicated that the project does not warrant a traffic light at this location. However, a future traffic signal is planned for this location. Mr. Alleman said he would get additional details on this from the City and provide them.

Southwest Access

Vice Mayor Pat Dennis asked about southwest emergency access, why it couldn't be used for vehicular access, and if it was possible to add a pedestrian access there.

Mr. Alleman explained that this was discussed with the City and the City's preference was that this access point would only be an emergency access only for safety services.

In regards to the pedestrian, the Applicant is open to this idea and will discuss with the City departments to determine if a potential pedestrian access is feasible.

Other General Questions:

Mr. Primm asked other general questions:

- What is the timeline of this project? Mr. Alleman: The developer wants to move quickly and is submitting the Site Plan/DR application within a couple months.



- Will the project be gated? Mr. Alleman: Yes, it will be gated.
- Will there be any flood control for the project? Mr. Alleman: Yes, we are required to have a drainage report to take care of on-site drainage. Drainage will primarily be managed through underground storage.

Mr. Primm also expressed that he appreciated the thought and energy put into the design of the projected and liked the project design and architecture. Mr. Primm also explained that the property currently has landscaping issues, trash, and abandoned shopping carts and was looking forward to a well-managed project on the Property.

If there are any further questions regarding the neighborhood meeting, you may reach me at 602-452-2712 or sta@tblaw.com.

Sincerely,



Shaine T. Alleman

Exhibit I

Certificates of Adequate School Facilities

Pendergast Elementary School District

Tolleson Union High School District



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Nirvana at Harborshores (PAD Rezoning & General Plan Amendment) has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Nirvana at Harborshore Project Manager: Ken Galica
Request: PAD Rezoning & General Plan Amendment Acreage/Parcel Size: 7.0 Acres
Current Density Allowed: 0 units Density Proposed: 24.6 du/ac
Total number of residential units proposed: 172

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?
If answered yes, how many acres is needed for the school site?

Yes ☐ No ☒

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: 9/9/2020
School District: Pendergast Elementary School District
District Chief Financial Officer: Joanne Fimbres
Phone #: 623 772-2200
E-mail: jfimbres@pesd92.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.avondale.org/developmentandservices



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for Nirvana at Harborshores (PAD Rezoning & General Plan Amendment) has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

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As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes X No

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

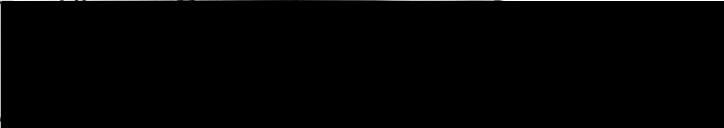
Is a school site within the proposed development needed? Yes No
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 9/14/20
School District: Tolleson Union High School District
District Superintendent: Superintendent Nora Gutierrez
Phone #: 623-478-4001
E-mail: Nora.gutierrez@tuhsd.org

Signature: 

It is the developer's responsibility to ensure that this certificate is signed 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

CITY COUNCIL REPORT

SUBJECT: Alamar Phase 4 – Preliminary Plat – Application PL-20-0216

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Kevin Murphy, Development & 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 by Mr. Frank Koo, Wood, Patel & Associates, Inc., for approval of a Preliminary Plat for Alamar Phase 4, a proposed 486-lot single-family residential subdivision on approximately 161.17 gross acres located at the southwest corner of the planned El Mirage Road realignment and the planned Alamar Boulevard alignment. The Council will take appropriate action.

BACKGROUND:

Alamar Phase 4 is approximately 161.17 gross acres of property located at the southwest corner of the planned El Mirage Road realignment and the planned Alamar Boulevard alignment (Exhibit A). The property, which was annexed in May 2018, is zoned Planned Area Development (PAD), part of the 1,130.14-acre Alamar (formerly Lakin Properties) PAD approved by City Council in May 2018 (Exhibit B). The approved Alamar PAD allows for development of single-family residences of varying lot sizes on the Phase 4 property.

The Alamar Phase 4 property features a General Plan Land Use Map designation of Medium Density Residential (MDR) (Exhibit C). The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre (target density of 2.5).

The Alamar Phase 4 property is surrounded by other portions of the master-planned Alamar development on all but its west side, as follows:

North of Alamar Boulevard: A future phase within Alamar's "Northwest Planning Unit". The area of the future phase, lot quantities, and lot sizes will be determined when a Preliminary Plat for that future phase is submitted in conformance with the property's Alamar Planned Area Development (PAD) zoning.

Northeast of El Mirage Road: Approximately 40 acres of land to be developed with the planned Alamar Community Park, a City-owned public park that will be accessible to all residents of the City. The park will include ball fields, picnic ramadas, a recreational lake, a splash pad, trails, and more.

Southeast of El Mirage Road: Phase 2 of Alamar, consisting of 346 single-family residential lots and associated open space on approximately 101.43 acres, zoned Alamar PAD. Phase 2 is currently under construction in the site grading phase.

South: A future phase within Alamar's "Southwest Planning Unit". The area of the future phase, lot quantities, and lot sizes will be determined when a Preliminary Plat for that future phase is submitted in conformance with the property's Alamar Planned Area Development (PAD) zoning.

West: A 53.88-acre property, located in unincorporated Maricopa County, zoned Rural-43 (RU-43). The property, which is currently undeveloped and used for farming, is owned by Tolleson Union High School District.

SUMMARY OF REQUEST:

The applicant is requesting approval of a Preliminary Plat for Alamar Phase 4 (Exhibit E). In conformance with the Alamar PAD, as amended, the proposed Preliminary Plat (Exhibit F) divides the 161.17-acre property into 486 single-family residential lots, providing for a density of 3.02 dwelling units per acre. A total of four (4) lot types are proposed, as follows:

- 223 single-family lots with a minimum area of 5,175 square feet, featuring minimum widths of 45 feet and minimum depths of 115 feet.
- 115 single-family lots with a minimum area of 6,000 square feet, featuring minimum widths of 50 feet and minimum depths of 120 feet.
- 93 single-family lots with a minimum area of 7,875 square feet, featuring minimum widths of 63 feet and minimum depths of 125 feet.
- 55 single-family lots with a minimum area of 9,100 square feet, featuring minimum widths of 70 feet and minimum depths of 130 feet.

Vehicular access to this phase will be from Alamar Boulevard, a minor collector street along Phase 4's northern boundary that will be constructed by the developer with development of this phase. Residents will access this new collector roadway from either El Mirage Road along Phase 4's eastern edge or from Dysart Road, approximately 1,660 feet west of the Phase 4's western boundary. With this phase, the developer will also construct Alamar Lane, an additional minor collector street providing northbound/southbound travel near the Phase 4's west edge, and all local streets internal to the phase.

All streets adjacent to and within Phase 4 will be public; the Alamar Community Association will be responsible for maintaining all open space areas, landscape tracts, and right-of-way landscaping, including landscaped medians.

A Landscape, Open Space, and Wall Plan is provided as part of the application (Exhibit G). Approximately 47.79 acres of open space, approximately 29.7 percent of the net site area, is provided within Phase 4. The most significant amenities in this phase include:

- **Neighborhood Park #2**, a 2.51-acre park located in the northwest quadrant of Phase 4, which will include a large multi-purpose lawn, decorative and community gardens, a looped trail system, terrace area with farm shed, olive grove, sand play area, and large shaded children's play structure. On-street parallel parking, which can also accommodate food truck parking for community events, will be provided along the east and south edges of the park.
- **Formative Park #12**, a 0.31-acre park located near the west edge of Phase 4, featuring a large plaza containing a barbeque grill station, ramada with picnic tables, and a porch swing, a sensory path, bench seating, a sand box with water feature, turf for open play, and shaded children's play

equipment.

- **Formative Park #13**, a 0.23-acre park located near the southwest corner of Phase 4, which will include a plaza designed as a “story-telling area” featuring boulder seating, a picnic area covered by a shade trellis, a barbeque grill station, turf for open play, and shaded children’s play equipment.
- **Formative Park #14**, a 0.43-acre park centrally located along the phase’s north boundary, featuring a large plaza, shaded picnic area, barbeque grill stations, Adirondack chair lounging area, a porch swing, turf for open play, and shaded children’s play equipment.
- **Formative Park #15**, a 0.47-acre park located near the northeast corner of Phase 4, which will include a large plaza featuring checkerboard pavement marking, shaded picnic area with barbeque grill station, bench seating, turf for open play, and shaded children’s play equipment.
- **Formative Park #16**, a 0.35-acre park located in the southeast quadrant of Phase 4, featuring a plaza, hopscotch pavement markings, shaded picnic area with barbeque grill station, porch swing, Adirondack chair lounging area, sandbox play area, turf for open play, bench seating, and shaded children’s play equipment.
- An 8-foot wide multi-use trail running in the utility corridor south and east of Phase 4, with nine (9) separate pedestrian connections from the neighborhood to the adjacent trail system provided.

Phase 4’s walls and monumentation will share a common design with the walls and monumentation built in the initial phases of Alamar. Likewise, the planting palette and landscape themes to be used within Phase 4 are intended to complement the earlier phases of the Alamar master development.

PUBLIC PARTICIPATION:

Preliminary Plats are not public hearing items; thus, no public notifications are required. However, as is the City’s policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. No residents have contacted Staff regarding the proposed Preliminary Plat.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The nearest elementary school will be a new LESD school located east of Phase 4 across El Mirage Road on land donated to the district by the developer of Alamar, Brookfield Residential. However, LESD no longer assigns students to particular elementary schools based upon geographical location, so elementary age students living in Alamar Phase 4 will have an opportunity to choose which school they will attend within the LESD system. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street.

Both LESD and TUHSD have provided signed Certificates of Adequate School Facilities (Exhibit H). Dr. Roger Freeman, Superintendent of LESD, has indicated that the district does not currently have adequate capacity but is working with the developer to rectify that inadequacy including through donation of the new school site noted above. Nora Gutierrez, Superintendent of TUHSD, has indicated that her district does have adequate capacity for the estimated enrollment from the Alamar development.

PLANNING COMMISSION ACTION:

Planning Commission reviewed the proposed Preliminary Plat on December 16, 2020 and voted 5-0 to recommend approval of the request subject to four (4) Staff recommended conditions. The Commission had no comments or questions on the proposal.

ANALYSIS:

The proposed Alamar Phase 4 Preliminary Plat and Landscape, Open Space, and Wall Plan are in conformance with the Alamar PAD, as amended, as well as the City's Subdivision Ordinance, Zoning Ordinance, and Single-Family Residential Design Manual. The proposed 486-lot single family residential subdivision consisting of four (4) lot types adheres to the requirements of the approved PAD and will result in development of a community consistent with the desired character for development in the General Plan's Medium Density land use category. Open space and amenities within Alamar Phase 4 exceed requirements and will offer future residents of all ages a range of recreational options in proximity to their homes. Walls, landscaping, and other design features are consistent with earlier phases of Alamar to create a seamless aesthetic.

Floor plans and elevations for single-family house products in Alamar Phase 4 will require City administrative approval. City Staff will review any of these products to ensure that all design requirements within the Alamar PAD are met.

DISCUSSION:

Staff recommends approval of this application for the following reasons:

- The proposed density of Alamar Phase 4, approximately 3.02 units per acre, conforms to the property's Medium Density Residential General Plan Land Use designation.
- The proposed Alamar Phase 4 Preliminary Plat, including the Landscape, Open Space, and Wall Plan, are in conformance with the approved Alamar PAD, as amended.
- The proposed Alamar Phase 4 Preliminary Plat, including the Landscape, Open Space, and Wall Plan, meet or exceed requirements within the City of Avondale Zoning Ordinance and Subdivision Regulations.

STRATEGIC PLAN:

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:

No public hearing is required. City Council will **APPROVE** Application PL-20-0216 Alamar Phase 4, a request for Preliminary Plat approval for the proposed 486-lot Alamar Phase 4 subdivision, subject to the following four (4) conditions of approval:

1. Development of Alamar Phase 4 shall conform to the following documents, except as modified by these conditions of approval:

- a. Preliminary Plat Narrative, date stamped November 9, 2020

b. Preliminary Plat, date stamped November 18, 2020

c. Landscape, Open Space, and Wall Plan, date stamped November 9, 2020

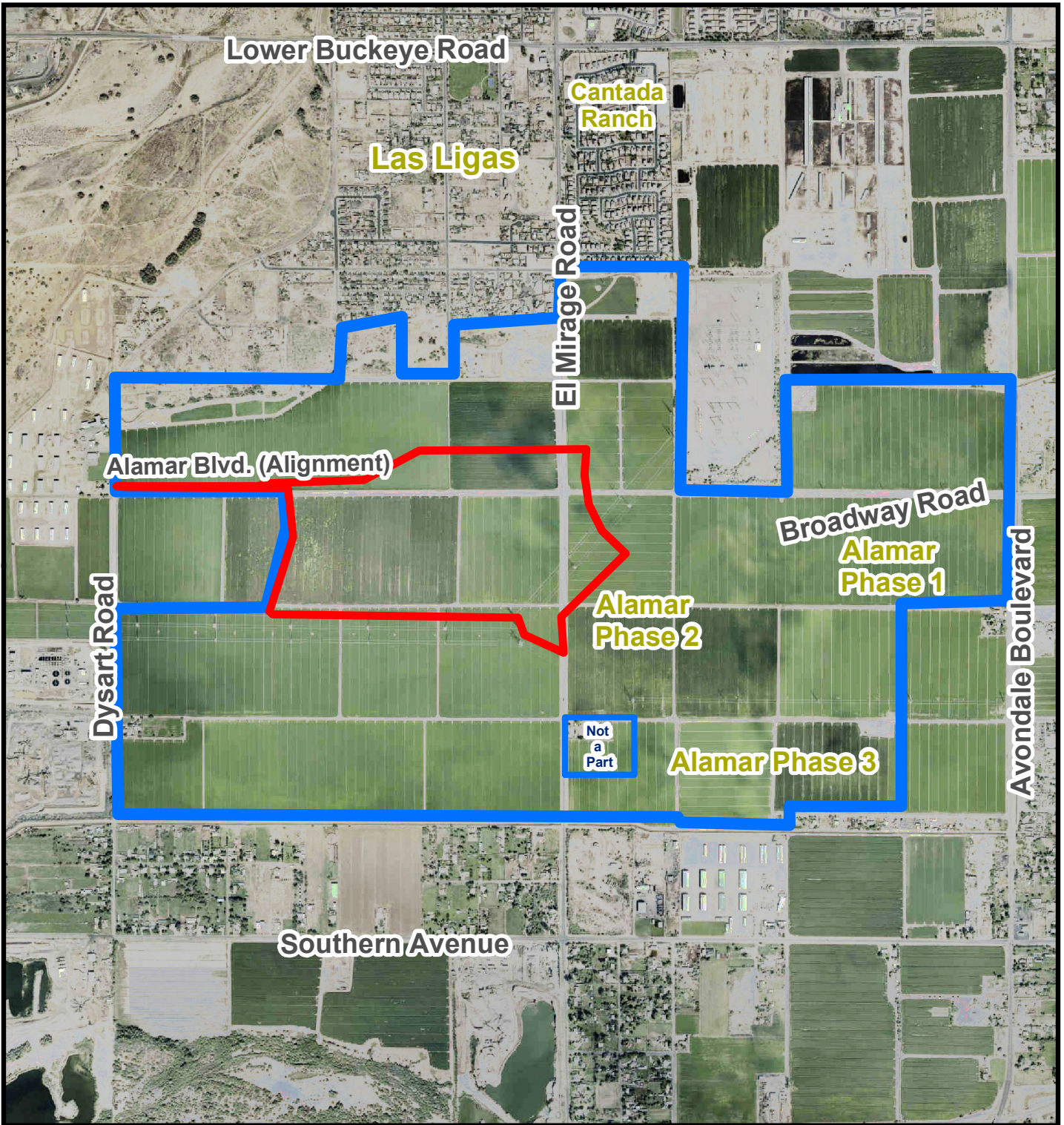
2. In accordance with the City of Avondale Subdivision Regulations, approval of the Preliminary Plat shall expire in two (2) years from the date of approval unless a Final Plat has been approved and recorded.

3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

4. Extinguishment of grandfathered groundwater rights appurtenant to the Phase 4 property and pledging of those credits to the City's assured water supply account will be required prior to issuance of any permits within the phase unless otherwise permitted by the approved Pre-Annexation Development Agreement.

PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-20-0216 Alamar Phase 4, a request for Preliminary Plat approval for the proposed 486-lot Alamar Phase 4 subdivision, subject to four (4) recommended conditions of approval as listed in the staff report.



Aerial Photograph

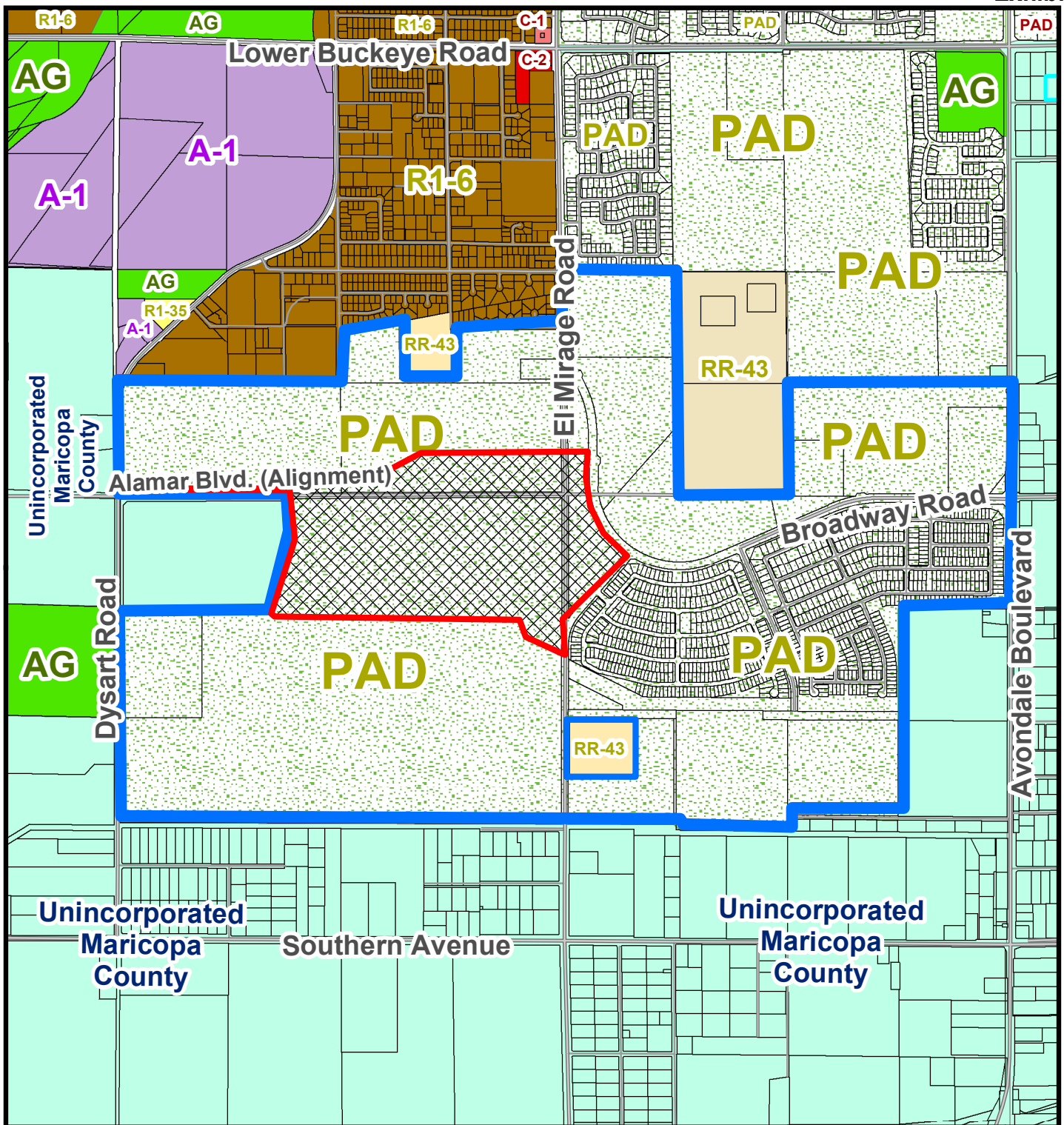


Alamar



Phase 4





Zoning Vicinity Map

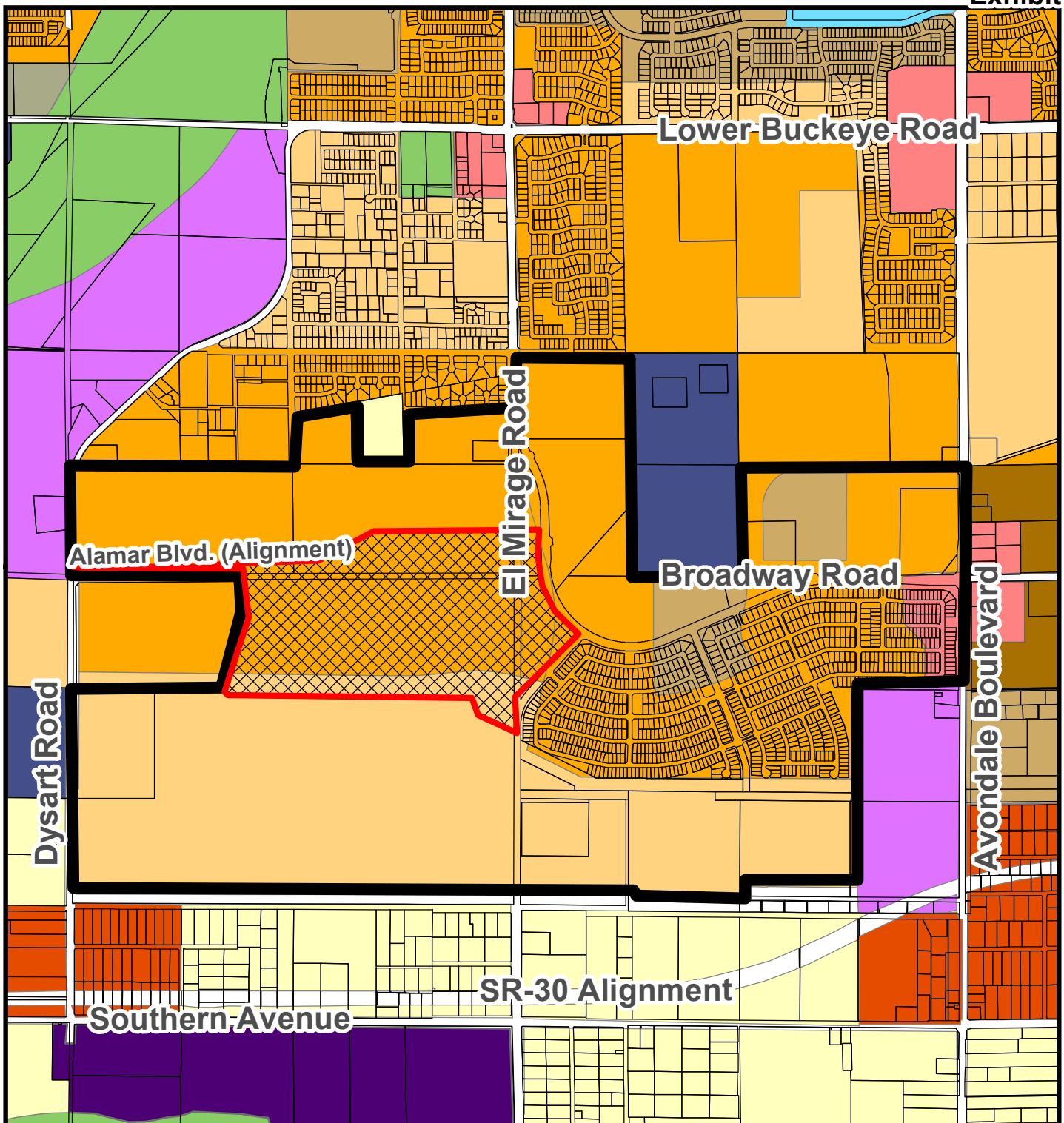


Alamar



Phase 4





General Plan Land Use Map



- | | | |
|--------------------------------|---------------------------------|----------------------|
| Rural Low Density Residential | Medium/High Density Residential | Freeway Commercial |
| Estate Low Density Residential | High Density Residential | Local Commercial |
| Medium Density Residential | Mixed Use | Public/Civic |
| | Education | Corporate Park |
| Alamar | Phase 4 | Open Space and Parks |



*SUMMARY OF RELATED FACTS
APPLICATION PL-20-0216*

<i>THE PROPERTY</i>	
PARCEL SIZE	161.17 gross acres; 160.86 net acres
LOCATION	Southwest Corner of El Mirage Road (realignment) and Alamar Boulevard (alignment)
EXISTING LAND USE	Agricultural
EXISTING ZONING	Planned Area Development (PAD)
ZONING HISTORY	The property was annexed and zoned Lakin Property Planned Area Development (PAD) in May 2018. The approved PAD allows for single-family residential use of the subject property consisting of varying lot sizes. The name of the PAD has since been changed to Alamar.
DEVELOPMENT AGREEMENT	A Pre-Annexation Development Agreement (PADA) with Brookfield Residential was approved in May 2018. The primary functions of the PADA are to specify the developer's on-site and off-site construction responsibilities (streets, community park, utilities, etc.) pertaining to the Alamar master planned development and to establish the protocol for developer reimbursement towards the City's acquisition of the Rigby Water Company.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH OF ALAMAR BOULEVARD	A future phase within Alamar's "Northwest Planning Unit". The area of the future phase, lot quantities, and lot sizes will be determined when a Preliminary Plat for that future phase is submitted in conformance with the property's Alamar Planned Area Development (PAD) zoning.
NORTHEAST OF EL MIRAGE ROAD	Approximately 40 acres of land to be developed with the planned Alamar Community Park, a public park that will be accessible to all City residents. The park will include ball fields, picnic ramadas, a recreational lake, a splash pad, trails, and more.
SOUTHEAST OF EL MIRAGE ROAD	Phase 2 of Alamar, consisting of 346 single-family residential lots and associated open space on approximately 101.43 acres, zoned Alamar PAD. Phase 2 is currently under construction in the site grading phase.
SOUTH	A future phase within Alamar's "Southwest Planning Unit". The area of the future phase, lot quantities, and lot sizes will be determined when a Preliminary Plat for that future phase is submitted in conformance with the property's Alamar Planned Area Development (PAD) zoning.
WEST	A 53.88-acre property, located in unincorporated Maricopa County, zoned Rural-43 (RU-43). The property, which is currently undeveloped and used for farming, is owned by Tolleson Union High School District.

<i>GENERAL PLAN</i>
The Phase 4 property features a General Plan Land Use Map designation of Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached

single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5

<i>PUBLIC SCHOOLS</i>	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school will be a new elementary school within the Alamar development located across El Mirage Road east of Phase 4
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard

<i>STREETS</i>	
El Mirage Road (Realignment)	
Classification	Major Collector
Existing half-street ROW	40 feet to 50 feet (varies upon location)
Standard half-street ROW	40 feet to 50 feet (varies upon location)
Existing half-street improvements	No improvements to planned alignment; Existing El Mirage Road improvements adjacent to Phase 4 will be demolished to accommodate the re-alignment of the street as shown in the approved PAD.
Standard half-street improvements	Two (2) travel lanes, half (1/2) center turn lane, bike lane, curb and gutter, detached sidewalks, streetlights and landscaping.
Alamar Boulevard	
Classification	Minor Collector
Existing half-street ROW	None
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements	One (1) travel lane, half (1/2) center turn lane, bike lane, curb and gutter, detached sidewalks, streetlights and landscaping.
Alamar Lane	
Classification	Minor Collector
Existing half-street ROW	None
Standard half-street ROW	40 feet
Existing half-street improvements	None
Standard half-street improvements	One (1) travel lane, half (1/2) center turn lane, bike lane, curb and gutter, detached sidewalks, streetlights and landscaping.
Neighborhood Streets (Multiple)	
Classification	Modified Public Local
Existing half-street ROW	None
Standard half-street ROW	25 feet
Existing half-street improvements	None
Standard half-street improvements	One (1) travel lane, curb and gutter, attached

	sidewalks, streetlights and landscaping.
--	--

<i>UTILITIES</i>
Water will be served to the Alamar Phase 4 development by an proposed 16- inch water line in El Mirage Road (to be constructed by the developer with Alamar Phase 2) and an existing 12-inch water line in Dysart Road. Sewer will be served to the Alamar Phase 4 development by an existing 36-inch sewer main located in an easement in the Alamar Boulevard alignment. Salt River Project (SRP) provides electricity in this portion of Avondale.

Exhibit E

Proposed Preliminary Plat Narrative

Alamar Phase 4



PHASE 4: Pre-Plat

Narrative

10.27.20

As Brookfield Residential continues with the thoughtful and strategic development planning for the future of ALAMAR, the next area of likely execution has been identified as "Phase 4".

The Phase 4 parcel is comprised of approximately 160.65 acres of gross land. The east end of this parcel is adjacent to the El Mirage new alignment down to the planned "T" intersection.

The north and west perimeter of the parcel align with the minor collector ring road. The south end of the parcel abuts the existing power line corridor/ easement.

It is important to note that this Phase 4 parcel represents less than 50% of the overall Northwest Planning Unit that totals 321 acres. As land use budget figures are considered for Phase 4; it will be imperative to consider them within the overall context of the Northwest Planning Unit.

Like the other planned phases of development for ALAMAR; Brookfield Residential has performed considerable research and analysis on the size of lots, the mix of anticipated builder product, the allocation of land use budget and the configuration & orientation of neighborhoods. Within the overall framework of the envisioned series of neighborhoods, Brookfield Residential's team of consultants have carefully considered roadway circulation (access, egress and trip volumes), open space (parks, tracts, and basins, pedestrian connectivity, street scenes, grading and drainage and the overall community framework.

The approved Land Use Development Plan (per the PAD) articulated 3 formative parks for this area. The proposed conceptual lotting plan identifies 5. In addition, the next neighborhood park is planned for this area of the community. The Conceptual lotting plan suggests a slight shift this location to make it better oriented for neighborhood access and connectivity. Like previous phases; Brookfield will make a concerted effort to provide pedestrian connectivity throughout the neighborhoods and internal parks as well as to the perimeter trail system. As ALAMAR continues to grow, Brookfield Residential anticipates that existing architectural style palettes will be expanded in a complimentary fashion.

SITE SUMMARY

EXISTING ZONING: PAD (CITY OF AVONDALE)

	ACRES	SQ. FT.
GROSS AREA	160.65	6,997,675
NET AREA	160.38	6,985,949
ARTERIAL R/W	0.27	11,726
OPEN SPACE	47.79	2,081,753
TOTAL LOTS	486	
DENSITY (GROSS)	3.03	
DENSITY (NET)	3.03	

RESIDENTIAL ZONE	LOT MIX	YIELD	%	*PAD (MIN.-MAX.)
MEDIUM HIGH (MHDR)	45'x115'	223	46%	30-40%
MEDIUM (MDR)	50'x120'	115	24%	25-35%
MEDIUM LOW (MLDR)	63'x125'	93	19%	20-30%
LOW(LDR)	70'x130'	55	11%	12-20%
	TOTAL LOTS	486	100%	

* THE REMAINING AREA WITHIN THE NW PLANNING UNIT WILL NEED TO BE LOTTED TO CONFORM TO THE PAD APPROVED LAND USE BUDGET FOR THE NW PLANNING UNIT.

Exhibit F

Proposed Preliminary Plat

Alamar Phase 4

Received
Electronically
November
18, 2020

PRELIMINARY PLAT

ALAMAR PHASE 4

A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 23,
AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24,
AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 25,
AND A PORTION OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 26
TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN,
MARICOPA COUNTY, ARIZONA

LEGEND & ABBREVIATIONS

PROJECT BOUNDARY	BOT	BOTTOM OF BASIN
PROPOSED MAJOR CONTOUR ELEVATION	BSL	BUILDING SETBACK LINE
PROPOSED MINOR CONTOUR ELEVATION	DIP	DUCTILE IRON PIPE
EXISTING CONTOUR ELEVATION	GB	GRADE BREAK
SINGLE CURB	FG	FINISHED GRADE
ROLLBACK CURB	FL	FLOWLINE
VERTICAL CURB & GUTTER	HDPE	HIGH DENSITY POLYETHYLENE PIPE
CENTERLINE	HME	HIGH WATER ELEVATION
RIGHT-OF-WAY, R/W	LF	LOWEST FLOOR ELEVATION
EASEMENT LINE	INV	INVERT
STORM DRAIN PIPE	RGCP	RUBBER GASKET REINFORCED CONCRETE PIPE
ACCESS EASEMENT	RWP	RECLAIMED WATER PIPE
DRAINAGE EASEMENT	SD	STORM DRAIN
PUBLIC UTILITY EASEMENT	SDMH	STORM DRAIN MANHOLE
SEWER EASEMENT	SH	SANITARY SINKER MANHOLE
SIGHT TRIANGLE	S	SANITARY SINKER
TEMPORARY CONSTRUCTION EASEMENT	TOP	TOP OF BASIN
WATER EASEMENT	VP	VOLUME PROVIDED
WATER AND SEWER EASEMENT	VR	VOLUME REQUIRED
EASEMENT TO BE ABANDONED	WSE	WATER SURFACE ELEVATION
SLOPE ARROW		
FIRE HYDRANT		
GRADE BREAK		
SURVEY MONUMENT		
FEMA FLOOD ZONE		

SITE SUMMARY

EXISTING ZONING: PAD (CITY OF AVONDALE)

	ACRES	SQ. FT.
GROSS AREA	161.17	7,020,388
NET AREA	160.86	7,007,090
ARTERIAL R/W	0.31	13,298
OPEN SPACE	47.50	2,068,905
TOTAL LOTS	486	
DENSITY (NET)	3.02 DU/AC	
DENSITY (GROSS)	3.02 DU/AC	

RESIDENTIAL ZONE	LOT MIK	YIELD	%	*PAD (MIN.-MAX.)
MEDIUM HIGH (MHDR)	45'X115'	223	46%	30-40%
MEDIUM (MDR)	50'X120'	115	24%	25-35%
MEDIUM LOW (MLDR)	63'X125'	93	19%	20-30%
LOW/LDR	70'X130'	55	11%	12-20%
TOTAL LOTS	486	100%		

* THE REMAINING AREA WITHIN THE NW PLANNING UNIT WILL NEED TO BE LOTTED TO CONFORM TO THE PAD APPROVED LAND USE BUDGET FOR THE NW PLANNING UNIT.

CIVIL SHEET INDEX

1	- COVER
2	- MAP
3-4	- TABLES AND SECTIONS
5	- DETAILS
6-13	- PRELIMINARY PLAT

TOTAL SHEETS - 13

OWNER/ DEVELOPER

BROOKFIELD LAKIN, LLC
14646 N. KIERLAND BOULEVARD, SUITE 165
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 950-7900
CONTACT: ROGER THEIS

BENCHMARK

NATIONAL GEODETIC SURVEY CONTROL POINT H 395, PID D00444, LOCATED AT THE NORTHWEST CORNER OF ELMIRAGE ROAD AND BROADWAY, HAVING AN ELEVATION OF 553.631, NAVD 83 DATUM.

PUBLIC UTILITIES

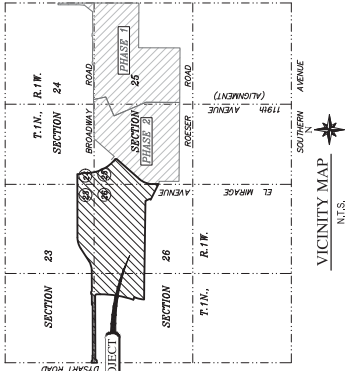
WATER CITY OF AVONDALE
SEWER CITY OF AVONDALE
ELECTRIC SALT RIVER PROJECT
TELEPHONE SALT RIVER PROJECT
GAS SOUTHWEST GAS
CABLE TV COX COMMUNICATIONS
WASTE CITY OF AVONDALE
DISPOSAL

PROJECT DESCRIPTION

ALAMAR PHASE 4 CONSISTS OF 486 SINGLE FAMILY DETACHED RESIDENTIAL LOTS WITH 1 NEIGHBORHOOD PARK, 5 FORMATIVE PARKS, OPEN SPACE, AND FORMATIVE BENSINS. THE EXISTING ZONING IS PLANNED AREA COMMUNITY (PAD) OF CITY OF AVONDALE.

PRELIMINARY PLAT NOTES

- ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE CITY OF AVONDALE.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- ALL EXISTING UTILITIES, INCLUDING UTILITIES, EASEMENTS, AND ABOVE, SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE PART OF THESE PREMISES WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- NO PART OF THE SUBDIVISION SHALL BE USED FOR ANY PURPOSE WITHOUT APPROVAL OF THE CITY OF AVONDALE.
- THE FINAL PLAT FOR PHASE 4 SHALL INCLUDE NOTES THAT STATE THAT THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT AND COMMUNITY FACILITIES DISTRICT.



VICINITY MAP
N.T.S.

ENGINEER & SURVEYOR

WOOD PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
CONTACT: FRANK KOI, P.E.

BASIS OF BEARING

GEODETIC NORTH BASED ON: MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) GEODETIC TRANSFORMATION AND CADASTRAL SURVEY (GCS) NORTH DATUM
INFORMATION LINK ON MARCH 1, 2017:
PROJECTION: CENTRAL ZONE, NAD 83,
UNITS: INTERNATIONAL FEET
GEOD MODEL: GEOD 2012A

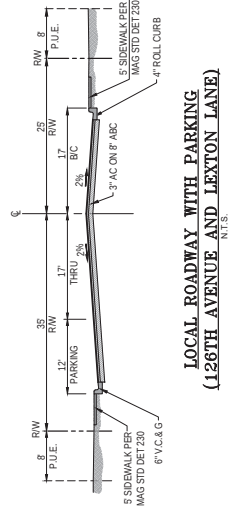
NATIONAL GEODETIC SURVEY CONTROL POINT: H 395
LATITUDE: 33°24'22.55282"N
LONGITUDE: 112°19'25.08988"W
ELIPSOID HEIGHT: 255699 (METERS)
DESCRIPTION: BRASS DISK IN CONCRETE SLEEVE
MODIFIED TO GROUND AT (GRID) N: 875587.231, E: 575808.124,
USING A SCALE FACTOR OF 1,000,224,277.

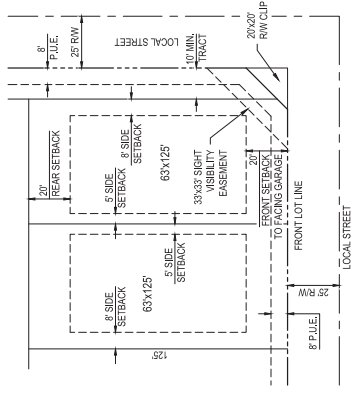
HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: NONE

ALAMAR - PHASE 4
PRELIMINARY PLAT - COVER SHEET



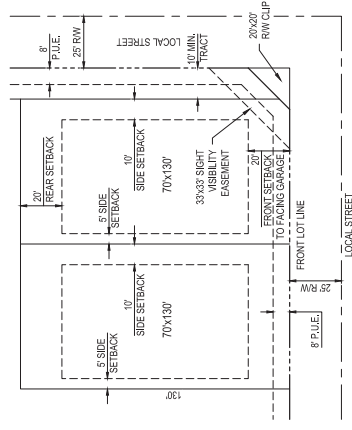
10/26/2020
1 OF 13
PROJECT NUMBER
174612.09





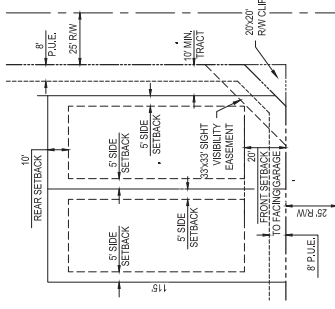
TYPICAL SETBACK DETAIL

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT
ALAMAR PLANNED AREA DEVELOPMENT.



TYPICAL SETBACK DETAIL

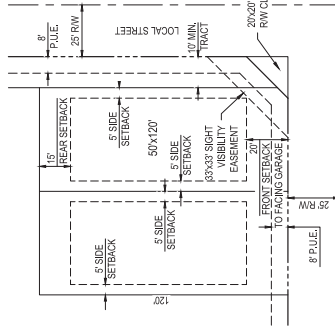
NOTE:
SEE TABLE 4, RESIDENTIAL DEVELOPMENT
ALAMAR PLANNED AREA DEVELOPMENT.



TYPICAL SETBACK DETAIL

45'x115' LOTS
N.T.S.

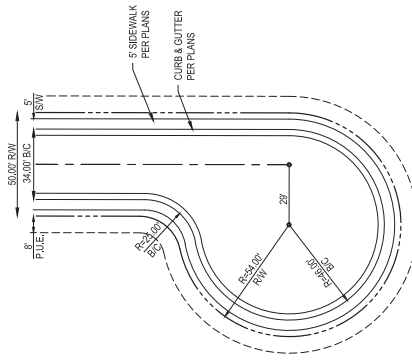
NOTE:
SEE TABLE 4, RESIDENTIAL DEVELOPMENT



TYPICAL SETBACK DETAIL

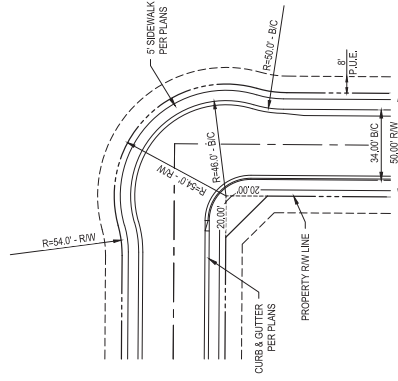
50'x120' LOTS
N.T.S.

NOTE:
SEE TABLE 4. RESIDENTIAL DEVELOPMENT
ALAMAR PLANNED AREA DEVELOPMENT



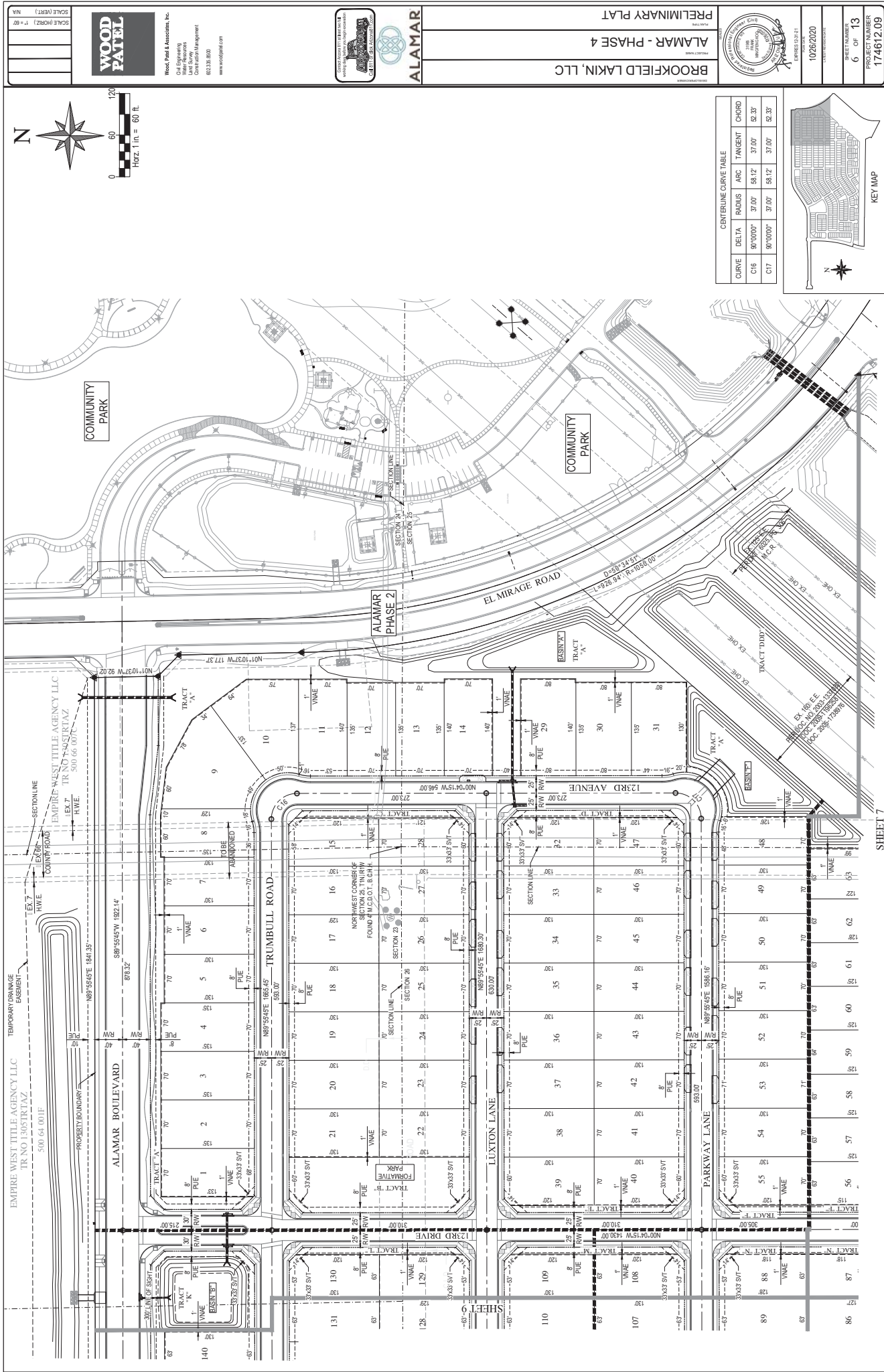
TYPICAL CUL-DE-SAC

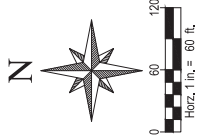
N.T.S.



TYPICAL OFFSET CUL-DE-SAC

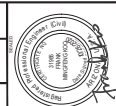
N.T.S.



[illegible]

2:2017114612.00.dwg, 14612.00-0013-Prel.dwg
CHECKED BY: FK DESIGNED BY: ED DRAFTED BY: BT

KEY MAP



BROOKFIELD LAKIN, LLC
ALAMAR - PHASE 4
PRELIMINARY PLAT

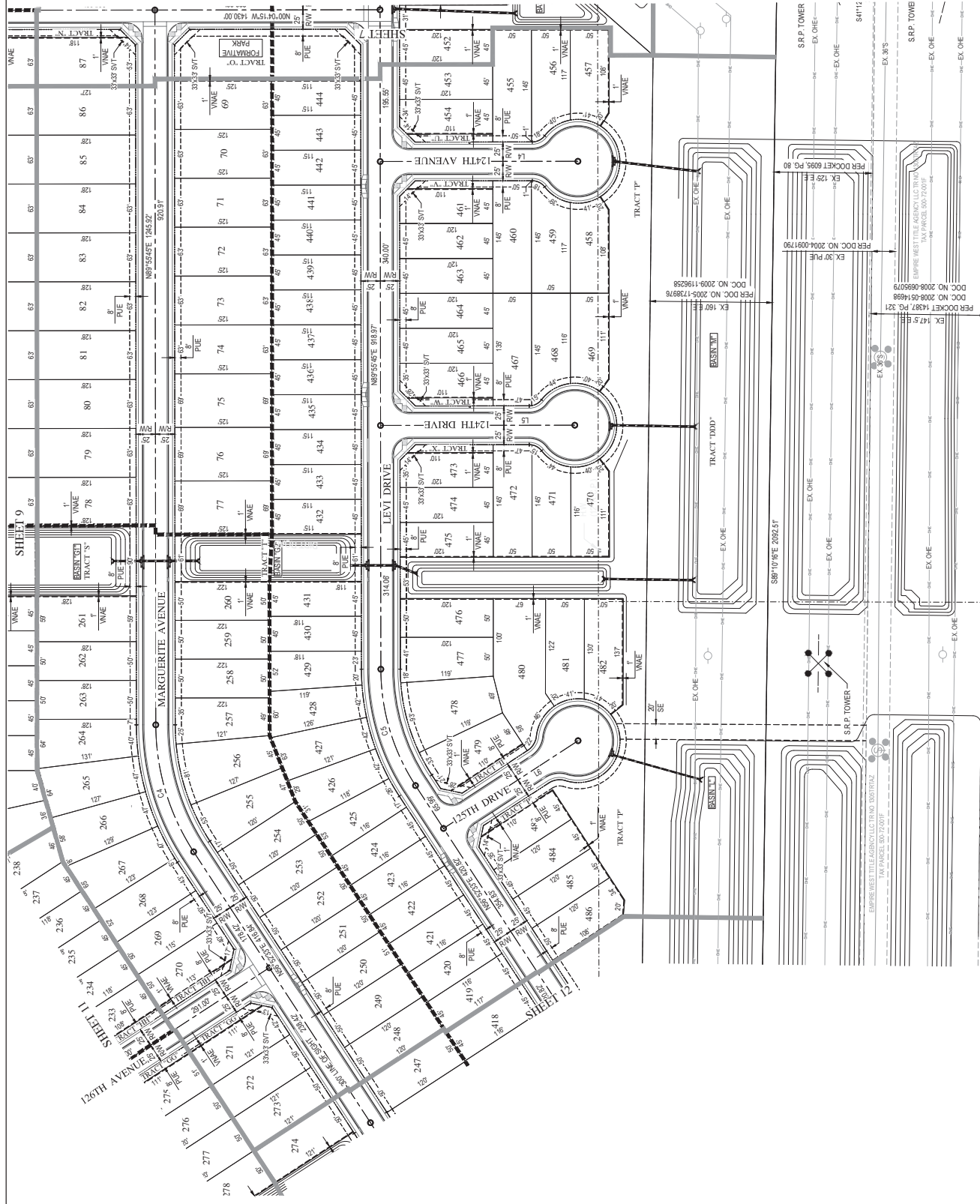


Wood Patel & Associates, Inc.
Civil Engineering
Water Resources
Construction Management
802.338.8000
www.woodpatel.com

SCALE (HORIZ.) 1" = 60'
SCALE (VERT.) 1" = 10'

LINE TABLE			
LINE	BEARING	DISTANCE	
L4	S70°41'5"E	254.67	
L5	S5°04'15"E	280.25	
L6	N33°07'27"W	208.97	

CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC TANGENT	CHORD	
C4	33°03'12"	300.00	173.07'	86.02'	170.68'
C5	33°03'12"	275.00	158.64'	81.60'	156.45'



CHECKED BY: PK DESIGNED BY: RD DRAFTED BY: BT

KEY MAP



ALAMAR - PHASE 4
PRELIMINARY PLAT

BROOKFIELD LAKIN, LLC

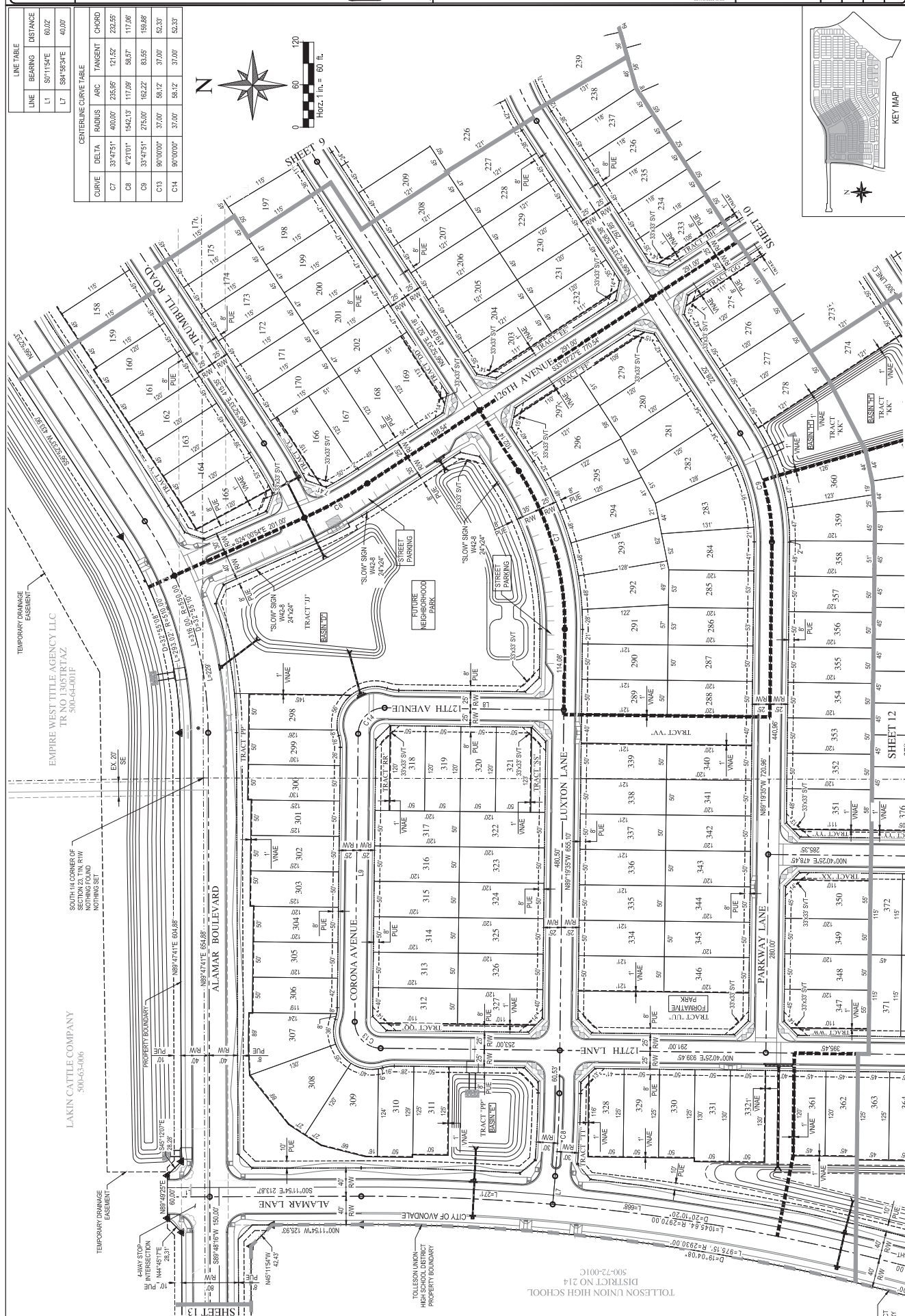


WOOD
PATEL
Civil Engineering
Water Resources
Construction Management
602.335.8800
www.woodpatel.com

SCALE (HORIZ.) 1" = 60'
SCALE (VERT.) 1" = 10'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S0°11'54"E	60.02'
L7	S84°55'41"E	40.00'

CENTERLINE CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD
C7	39°47'51"	400.00'	235.55'	121.52'	232.55'
C8	4°21'01"	1942.13'	117.09'	59.57'	117.66'
C9	39°47'51"	276.00'	162.22'	83.55'	159.88'
C13	90°00'00"	37.00'	58.12'	37.00'	52.33'
C14	90°00'00"	37.00'	58.12'	37.00'	52.33'



TOLLESON UNION HIGH SCHOOL
DISTRICT NO 214
500-72-001C

LAKIN CATTLE COMPANY
500-63-006

SOUTH 1/4 CORNER OF
SECTION 23, T1N, R1W
NOTHING FOUND
DATE 10/26/20

EMPIRE WEST TITLE AGENCY LLC
TR NO 1305TRTAZ
500-64-001F

TEMPORARY DRAINAGE
EASEMENT

TEMPORARY DRAINAGE
EASEMENT

4WAY STOP
INTERSECTION
N44°51'17"E
28.31'

N89°40'16"W 150.00'

N89°40'16"W 150.00'

N89°40'16"W 150.00'

N89°40'16"W 150.00'

N89°40'16"W 150.00'

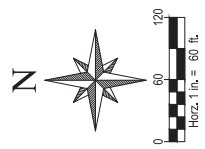
N89°40'16"W 150.00'

N89°40'16"W 150.00'

N89°40'16"W 150.00'



WEST 14 CORNER OF
SECTION 23, T1N, R1W
FOUND 3.10' S.R.P. B.C.F.
STAMPED 14 522 523 1915 1982



WOOD
PATEL

Wood Patel & Associates, Inc.
Civil/Engineering
Water Resources
Environmental
Construction Management
602.335.0500
www.woodpatel.com

SCALE (HORIZ.) 1" = 60'
SCALE (VERT.) NA

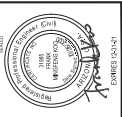
ALAMAR

ALAMAR WATER TREATMENT PLANT
10000 S. 100th Ave.
Lakewood, CO 80226

BROOKFIELD LAKIN, LLC

ALAMAR - PHASE 4

PRELIMINARY PLAT



DATE	10/25/2020
SHEET NUMBER	13 OF 13
PROJECT NUMBER	174612.09

CHECKED BY: PK DESIGNED BY: BD DRAFTED BY: BTJ

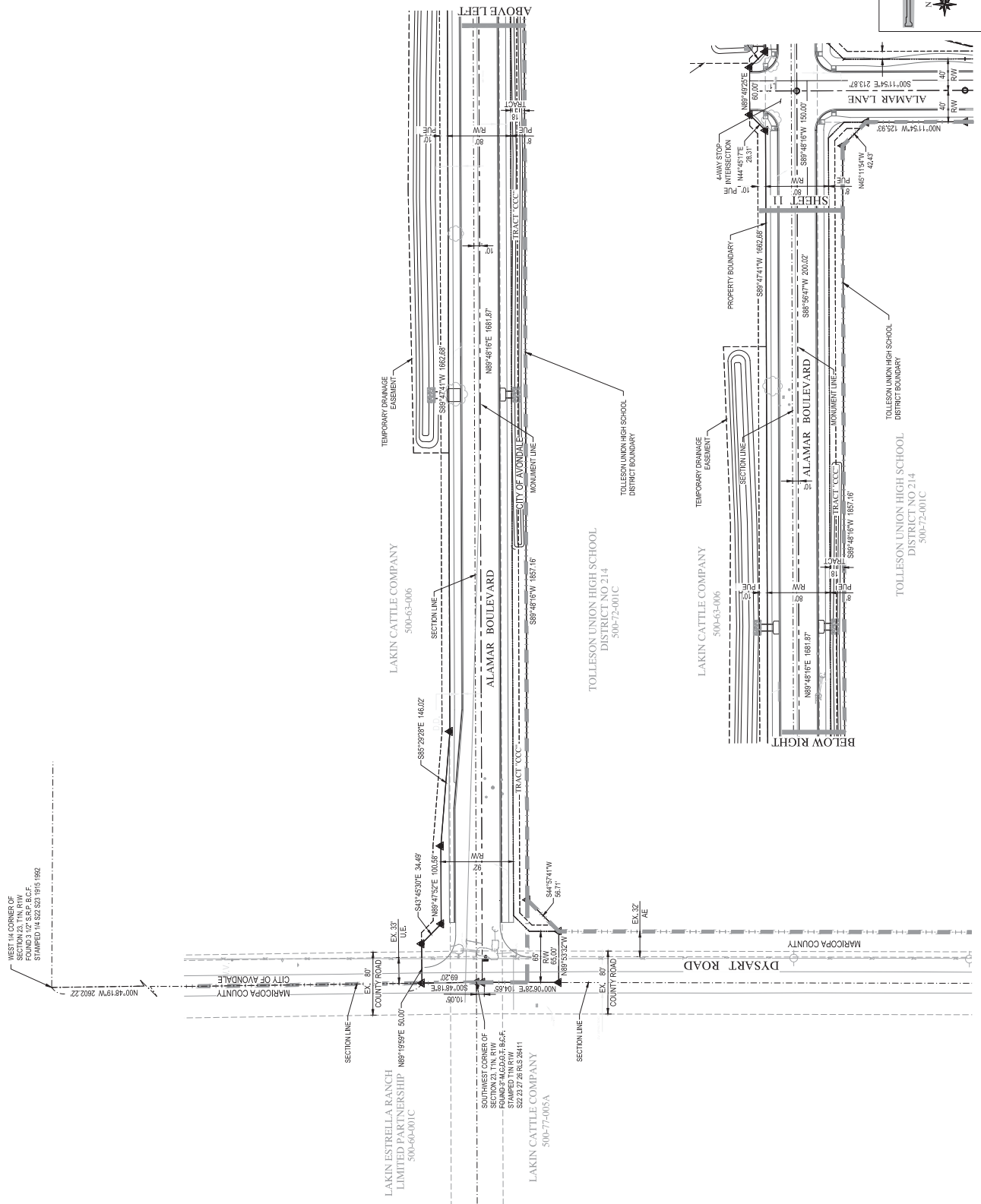


Exhibit G

Proposed Landscape, Open Space, and Wall Plan
Alamar Phase 4

Received
Electronically
November 9, 2020

LANDSCAPE PRELIMINARY PLAT FOR:



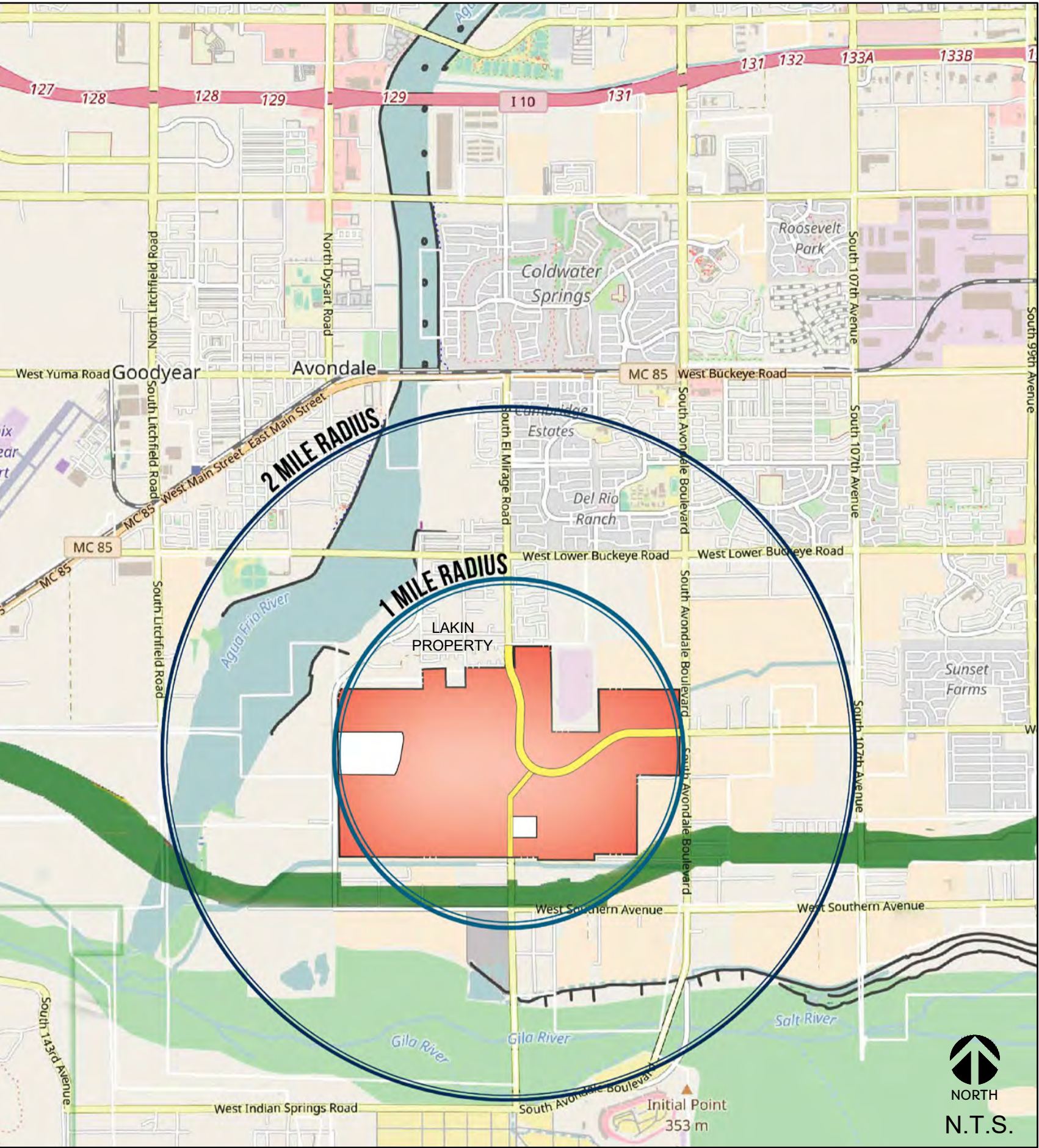
PHASE 4
Avondale, Maricopa County, Arizona

A PORTION OF THE SOUTHWEST QUARTER AND SOUTHEAST QUARTER OF SECTION 23, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 24, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 25, AND A PORTION OF THE NORTHWEST QUARTER AND NORTHEAST QUARTER OF SECTION 26 TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

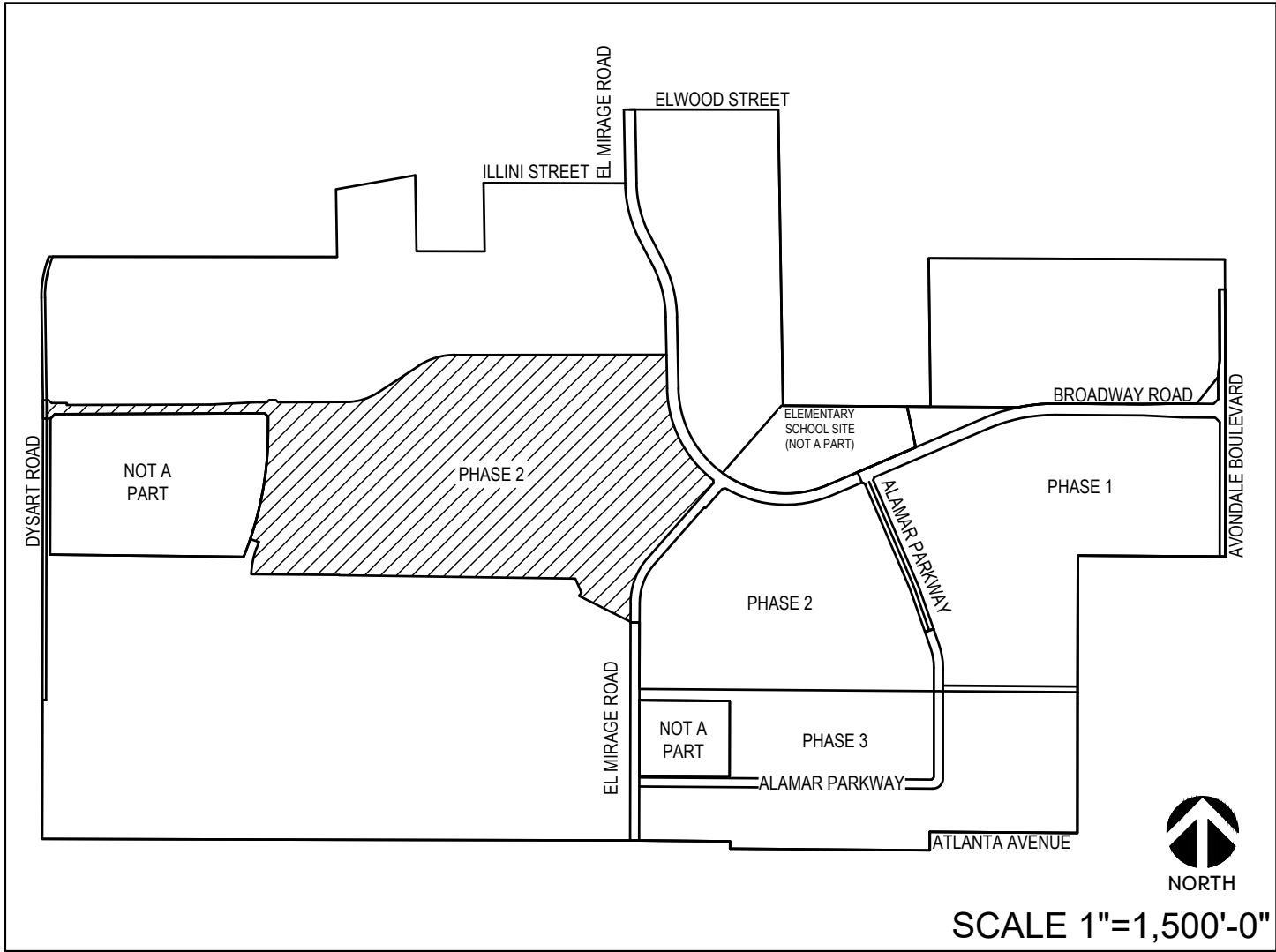
OWNER/ DEVELOPER
Brookfield Residential
14646 N. Kierland Boulevard, Suite 165
Scottsdale, AZ 85254
Phone: (602) 903-7509
Contact: Roger Theis

ARCHITECT & LANDSCAPE ARCHITECT
Swaback Pllc.
7550 E. McDonald Drive
Scottsdale, AZ 85250
Phone: (480) 367-2100
Contact: Jeffrey M. Denzak ASLA, APA

CIVIL ENGINEER
Wood/ Patel
2051 W. Northern Ave, Suite 100
Phoenix, AZ 85021
Phone: (602).335-8500
Contact: Frank Koo, PE



VICINITY MAP



CONTEXT MAP

PHASE 4 - SITE SUMMARY

	ACRES	SQ. FT.
GROSS AREA	160.65	6,997,675
NET AREA	160.38	6,985,949
COLLECTOR R/W	0.27	11,726
OPEN SPACE	47.79	2,081,753
TOTAL LOTS	486	
DENSITY (GROSS)	3.03	
DENSITY (NET)	3.03	

RESIDENTIAL ZONE	LOT MIX	YIELD	%	*PAD (MIN.-MAX.)
MEDIUM HIGH (MHDR)	45'x115'	223	46%	30-40%
MEDIUM (MDR)	50'x120'	115	24%	25-35%
MEDIUM LOW (MLDR)	63'x125'	93	19%	20-30%
LOW(LDR)	70'x130'	55	11%	12-20%
	TOTAL LOTS	486	100%	

CITY OF AVONDALE
GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE (SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SIGHT VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT

SHEET INDEX

SHEET	DESCRIPTION
C-001	COVER SHEET
AS-101	WALL PLAN
AS-102 - AS-104	WALL & MAILBOX KIOSK DETAILS
LP-101	PHASE 4 OVERALL PLANTING PLAN
LP-201 - LP-206	PHASE 4 PLANTING PLANS
LP-301 - LP-305	PHASE 4 FORMATIVE PARKS ENLARGEMENT PLANS
LP-306	NEIGHBORHOOD PARK #2 - ENLARGEMENT PLAN
LP-401 - LP-402	SITE AMENITIES
LP-501	LANDSCAPE MAINTENANCE SCHEDULE
PH1	PHOTOMETRIC COVER SHEET
PH2 - PH3	PHOTOMETRIC CALCULATIONS
PH4	LIGHTING CUT SHEETS

PLANTING DATA - ALAMAR PHASE 4:

	FRONTAGE (LF)	Landscape Setback SF	Required SF Coverage	Trees required	Trees Provided	Shrubs and Groundcovers Required	Shrubs and Groundcovers Provided
W Alamar Blvd.							
ALAMAR BOULEVARD ROW (NORTH SIDE TO ALAMAR LANE)	3,542	NA	NA	142	142	1,012	1,012
ALAMAR BOULEVARD ROW (SOUTH SIDE TO ALAMAR LANE)	3,295	NA	NA	132	132	941	941
ALAMAR BOULEVARD L/S SETBACK (SOUTH SIDE TO ALAMAR LANE)	3,151	48,648	17,027	158	158	35% coverage (Per PAD)	1,471
ALAMAR BOULEVARD ROW (NORTH SIDE WEST OF ALAMAR LANE)	643	NA	NA	26	26	184	184
ALAMAR BOULEVARD ROW (SOUTH SIDE WEST OF ALAMAR LANE)	1,935	61,116	21,391	97	97	35% coverage (Per PAD)	1,195
S Alamar Lane							
ALAMAR LANE ROW (WEST SIDE)	1,122	NA	NA	45	45	321	321
ALAMAR LANE ROW (EAST SIDE)	1,013	NA	NA	51	51	289	289
ALAMAR LANE L/S SETBACK (EAST SIDE)	1,013	56,001	19,600	51	51	35% coverage (Per PAD)	1,014
EL Mirage Rd.							
EL MIRAGE ROAD L/S SETBACK	617	40,229	14,080	31	31	35% coverage (Per PAD)	926
TOTAL				733	733	2,747 + 35% coverage (LS Setback - Broadway Rd, El Mirage Rd. & Alamar Pkwy)	7,353

Broadway Rd., El Mirage Rd., and Alamar Pkwy. Landscape requirements (Per PAD):

Street ROW	Tree requirement (Per PAD)	Shrub requirement
Alamar Boulevard	1 Tree per 25 lf of frontage	10 Shrubs per 35 lf of frontage
Alamar Lane	1 Tree per 25 lf of frontage	10 Shrubs per 35 lf of frontage
Landscape Setback	Tree requirement (Per PAD)	Shrubs and Grouncover requirement
Alamar Boulevard	1 Tree per 20 lf of frontage	35% Vegetative Coverage
Alamar Lane	1 Tree per 20 lf of frontage	35% Vegetative Coverage
El Mirage Road	1 Tree per 20 lf of frontage	35% Vegetative Coverage



PROJECT PHASE		
☒	PRELIMINARY PLAT	11.09.20
☐	CONSTRUCTION DOCUMENTS	
☐	ISSUE FOR BID SET	
☐	ISSUE FOR CONSTRUCTION	

REVISIONS		
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20
2		
3		
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PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR - PHASE 4

CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT - LANDSCAPE PLAN

COVER SHEET

DRAWN	SY
CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	C-001
	1 OF 25 SHEETS

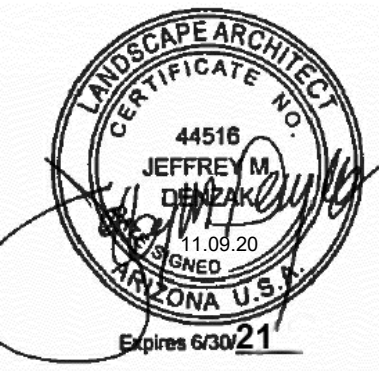
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SWABACK

Architects + Planners

7550 E McDonald Drive
Scottsdale, Arizona 85250
480.367.2100 www.swaback.com



PROJECT PHASE

●	PRELIMINARY PLAT
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REVISIONS

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PRELIMINARY -
NOT FOR
CONSTRUCTION

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
WALL PLAN

DRAWN SY

CHECKED JD

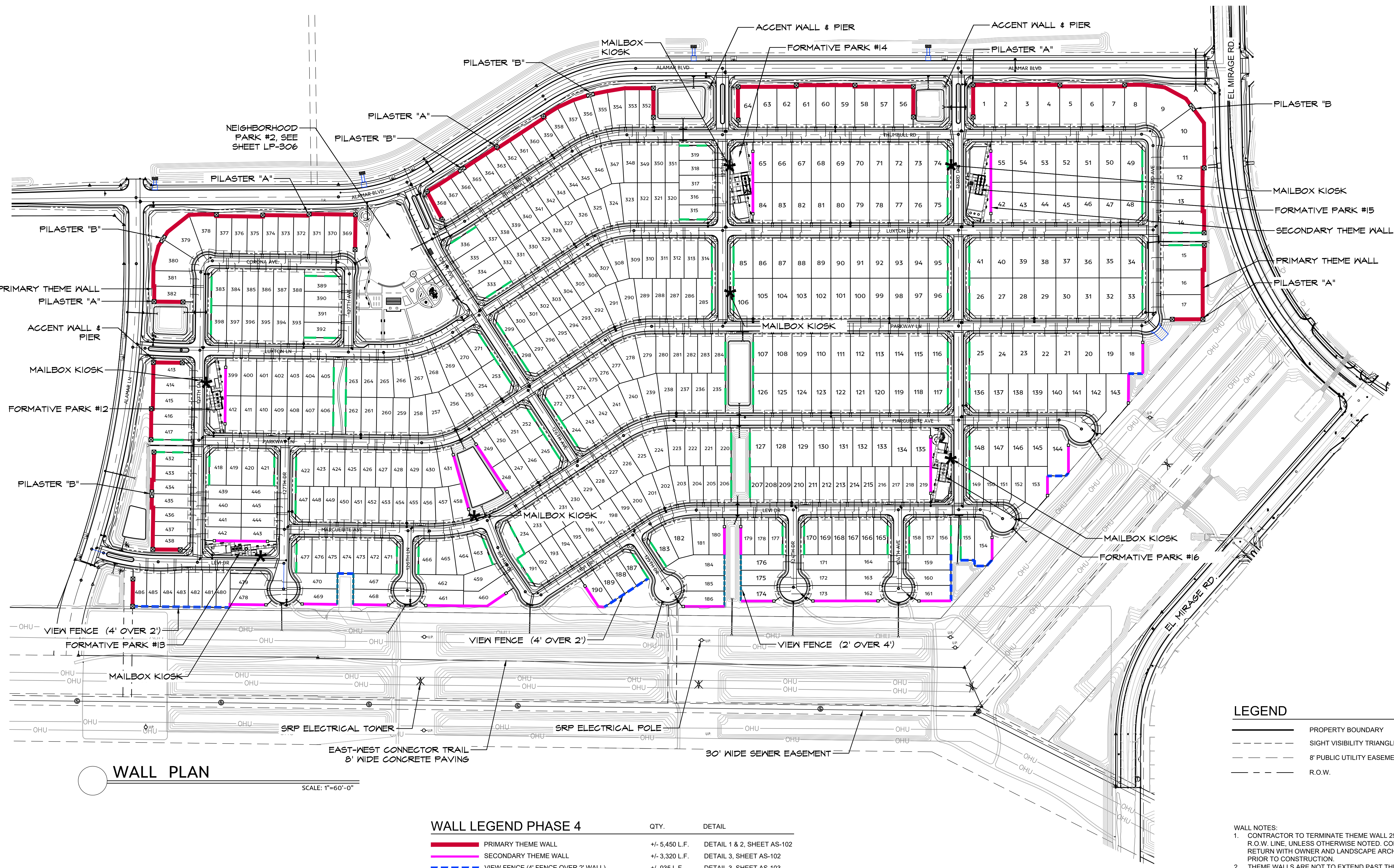
DATE 11/09/20

SCALE AS SHOWN

JOB NO. 1704

SHEET

AS-101
2 OF 25 SHEETS



WALL PLAN

SCALE: 1"=60'-0"

WALL LEGEND PHASE 4

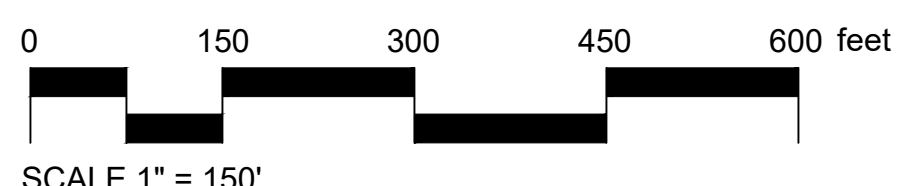
	PRIMARY THEME WALL	QTY.	DETAIL
	SECONDARY THEME WALL	+/- 5,450 L.F.	DETAIL 1 & 2, SHEET AS-102
	VIEW FENCE (4' FENCE OVER 2' WALL)	+/- 3,320 L.F.	DETAIL 3, SHEET AS-102
	PARTIAL VIEW FENCE (2' FENCE OVER 4' WALL)	+/- 935 L.F.	DETAIL 3, SHEET AS-103
	PILASTER "A"	+/- 520 L.F.	DETAIL 1, SHEET AS-104
	PILASTER "B"	37	DETAIL 1 & 2, AS-102
	PILASTER "C"	5	DETAIL 2, AS-102
	BUILDER ACCENT WALL	32	DETAIL 3, SHEET AS-102
	MAILBOX KIOSK, TYP.	+/- 6,943 L.F.	BY BUILDER
	ACCENT WALL & PIER	7	DETAIL 2, SHEET AS-104
	ACCENT WALL & PIER	9	DETAIL 4, SHEET AS-102 & 103

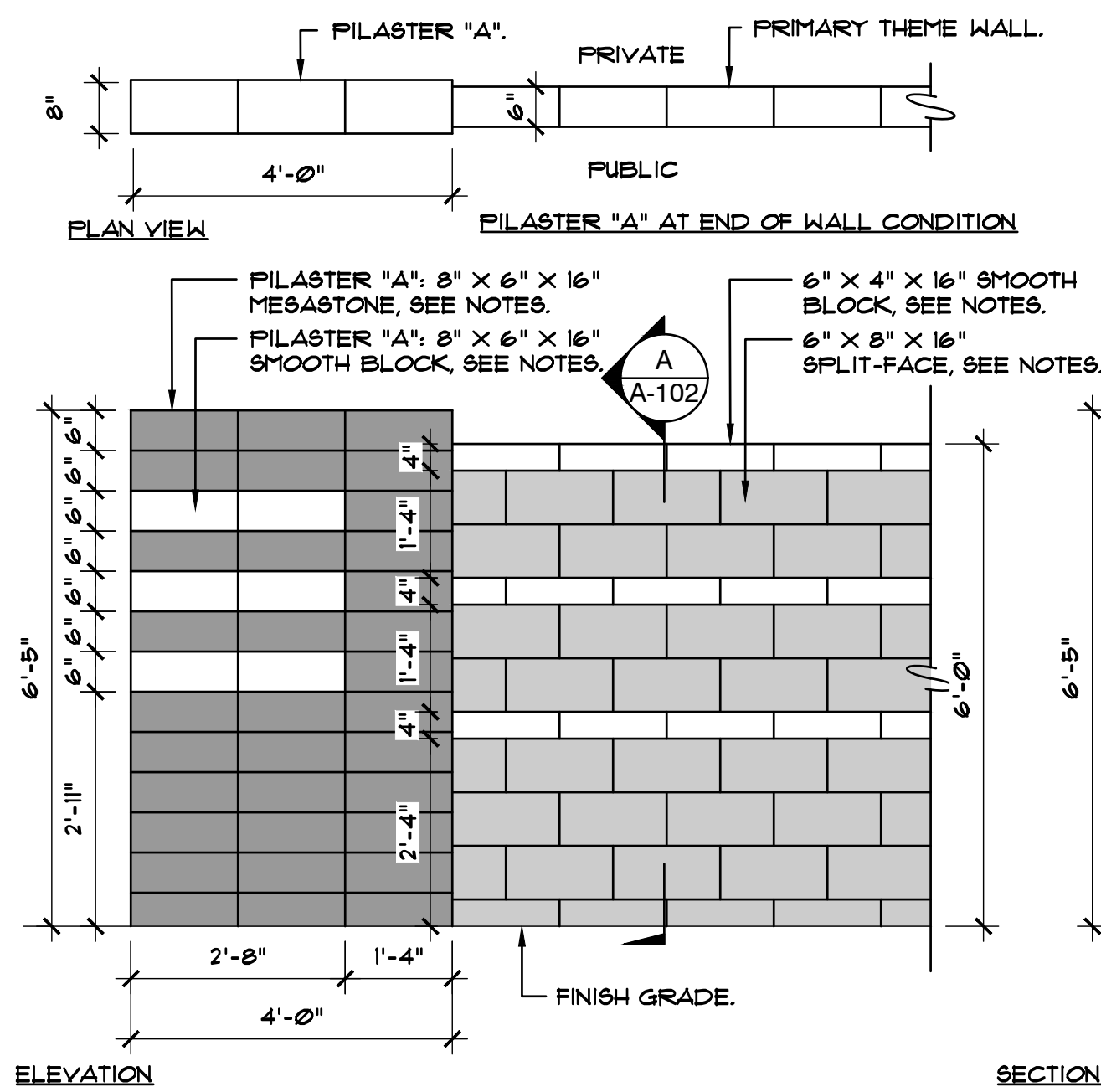
LEGEND

	PROPERTY BOUNDARY
	SIGHT VISIBILITY TRIANGLE
	8' PUBLIC UTILITY EASEMENT
	R.O.W.

WALL NOTES:

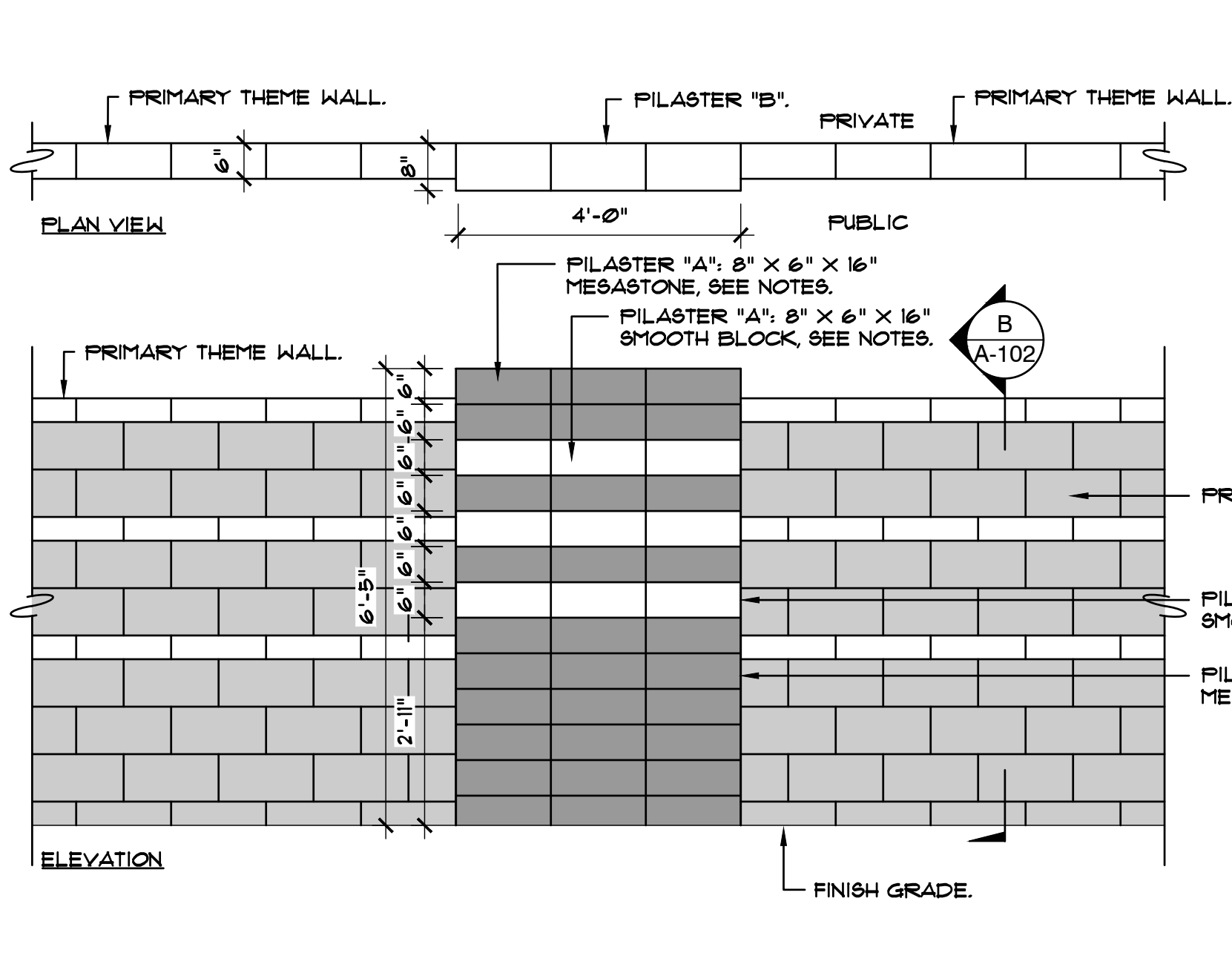
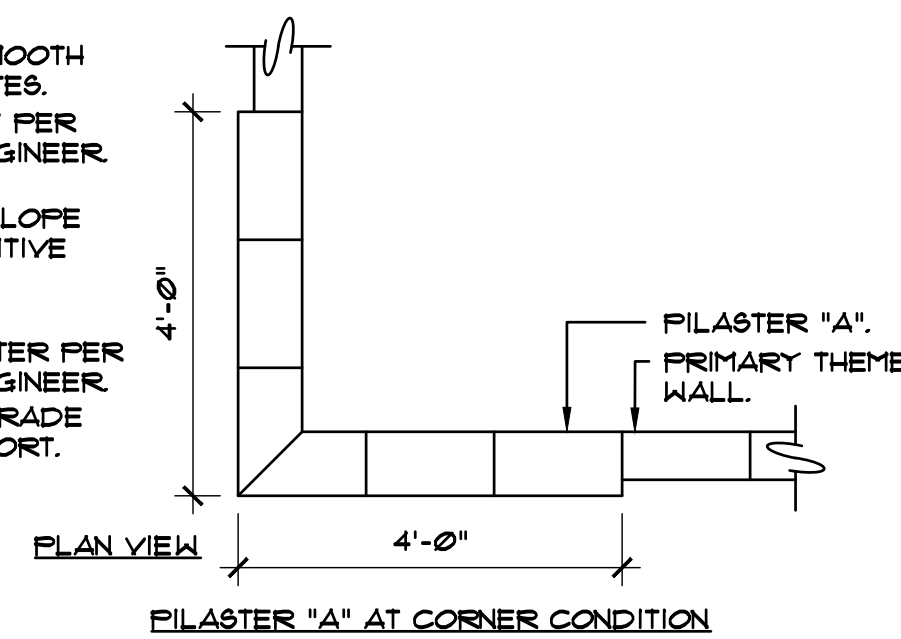
- CONTRACTOR TO TERMINATE THEME WALL 25'-0" FROM R.O.W. LINE, UNLESS OTHERWISE NOTED. CONFIRM RETURN WITH OWNER AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- THEME WALLS ARE NOT TO EXTEND PAST THE SIGHT VISIBILITY TRIANGLE.
- STREETS ARE TYPICAL 50'-0" TRACT WITH 8'-0" P.U.E. EACH SIDE. SEE CIVIL PLANS.
- ALL MASONRY WALLS AND CONCRETE FOOTINGS TO BE APPROVED BY A CERTIFIED STRUCTURAL ENGINEER.
- WALL CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO INSTALLATION.
- ALL WALLS AND FENCES ADJACENT TO RESIDENTIAL LOTS SHALL MEET ALL LOCAL AND COUNTY POOL CODE BARRIER REQUIREMENTS.



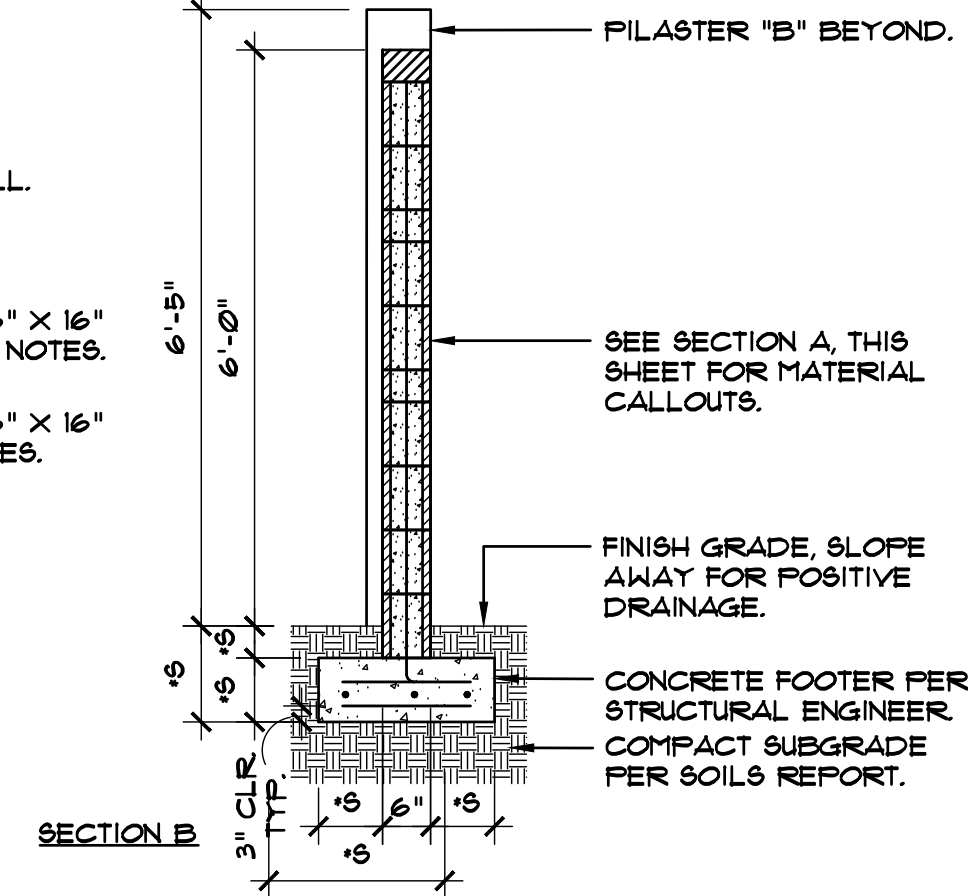


- PRIMARY THEME WALL W/ PILASTER 'A' NOTES:**
1. CONTRACTOR TO PROVIDE SAMPLE WALL YARD FOR LANDSCAPE ARCHITECTS REVIEW & APPROVAL.
 2. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION/INSTALLATION.
 3. ALL FOOTINGS & STRUCTURES TO BE CONSTRUCTED COMPLETELY OUT OF ALL EASEMENTS.
 4. 6" DIMENSIONS OF FOOTERS & STEEL REINFORCEMENT PER STRUCTURAL ENGINEER.
 5. ANTI-GRAFFITI COATING: TREAT WITH ANTI GRAFFITI COATING (MATTE FINISH, ECO-WARES OR APPROVED EQUAL, APPLY PER MANUF. SPECS.
 6. DAMPROOF: CONTRACTOR TO SUBMIT CUT SHEETS ON RECOMMENDED SYSTEM.

- PRIMARY THEME WALL COLORS & MATERIALS:**
- 6" X 8" X 16" SPLIT FACE, COLOR: HARVEST BROWN
 - 6" X 4" X 16" SMOOTH BLOCK, COLOR: SUPERSTITION
 - RUNNING BOND & RAKED MORTAR JOINTS
- PILASTER 'A' COLORS & MATERIALS:**
- 8" X 6" X 16" MESASTONE, COLOR: HARVEST BROWN
 - 8" X 6" X 16" SMOOTH BLOCK, COLOR: SUPERSTITION
 - STACKED BOND & RAKED MORTAR JOINTS.



- PRIMARY THEME WALL W/ PILASTER 'B' NOTES:**
1. CONTRACTOR TO PROVIDE SAMPLE WALL YARD FOR LANDSCAPE ARCHITECTS REVIEW & APPROVAL.
 2. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION/INSTALLATION.
 3. ALL FOOTINGS & STRUCTURES TO BE CONSTRUCTED COMPLETELY OUT OF ALL EASEMENTS.
 4. 6" DIMENSIONS OF FOOTERS & STEEL REINFORCEMENT PER STRUCTURAL ENGINEER.
 5. ANTI-GRAFFITI COATING: TREAT WITH ANTI GRAFFITI COATING (MATTE FINISH, ECO-WARES OR APPROVED EQUAL, APPLY PER MANUF. SPECS.
 6. DAMPROOF: CONTRACTOR TO SUBMIT CUT SHEETS ON RECOMMENDED SYSTEM.
- PRIMARY THEME WALL W/ PILASTER 'B' COLORS & MATERIALS:**
- A. SEE DETAIL 1, THIS SHEET FOR COLOR & MATERIAL SPECIFICATIONS.

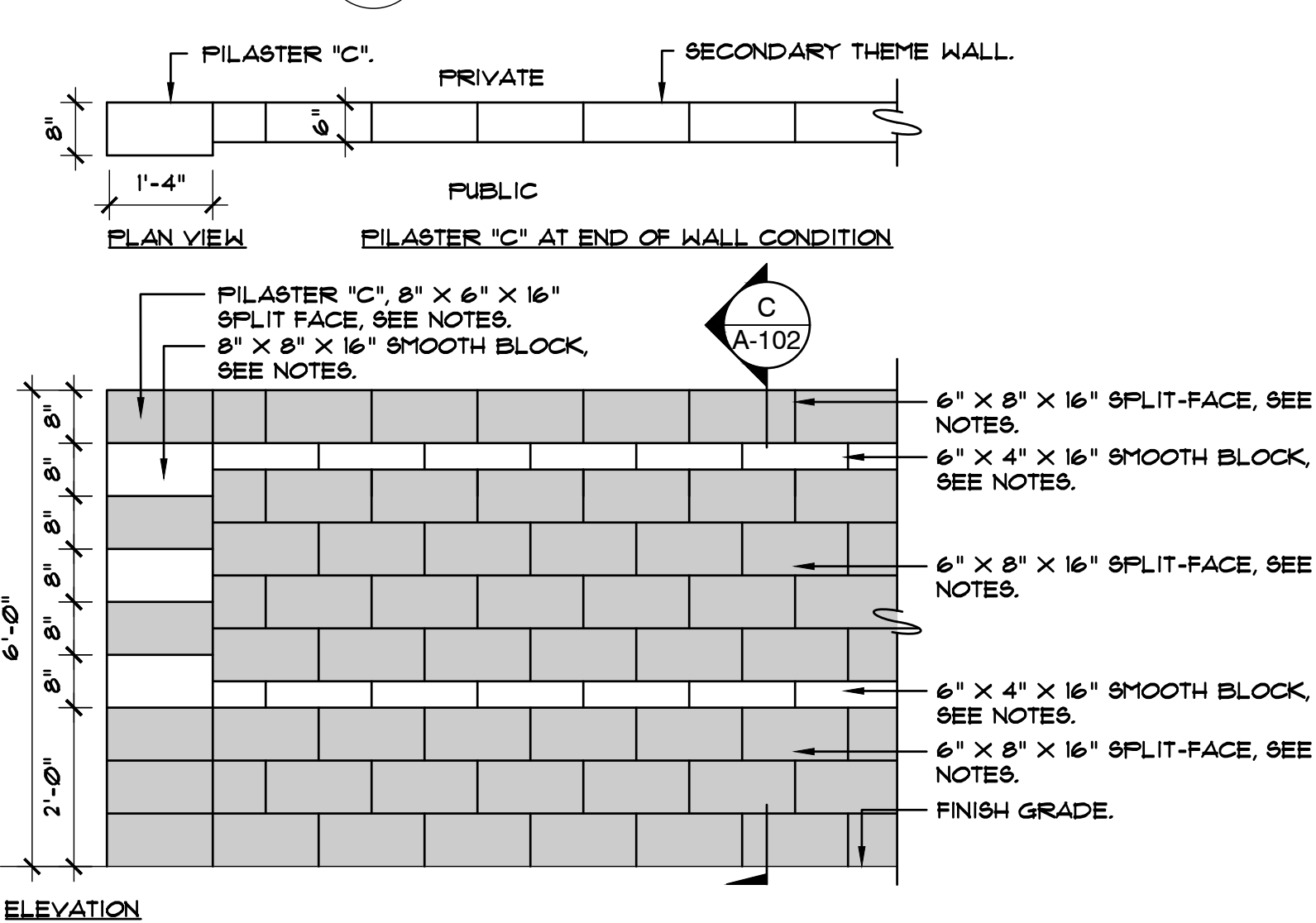


1 PRIMARY THEME WALL W/ PILASTER A

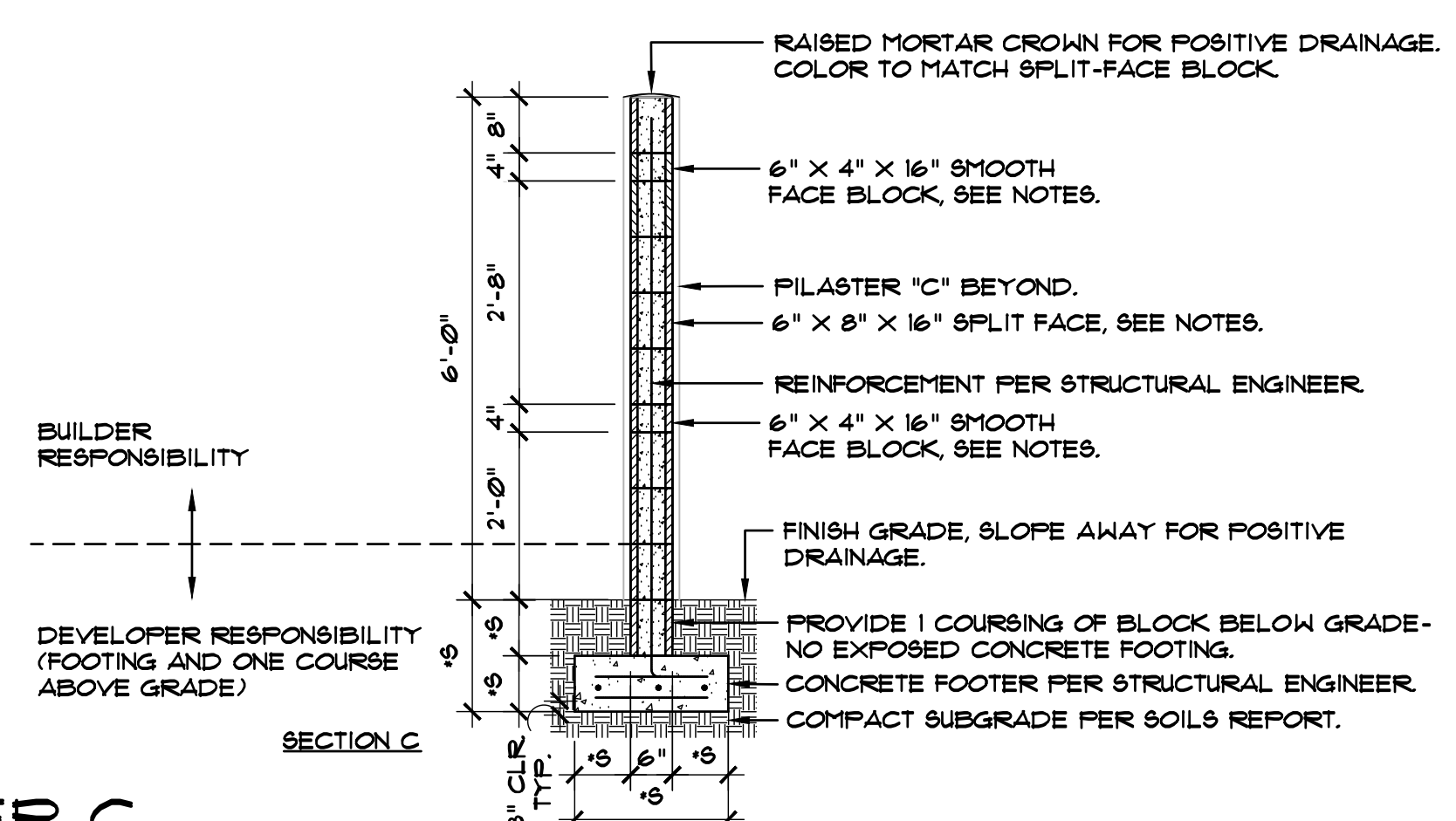
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2 PRIMARY THEME WALL W/ PILASTER B

SCALE: 1/2" = 1'-0"

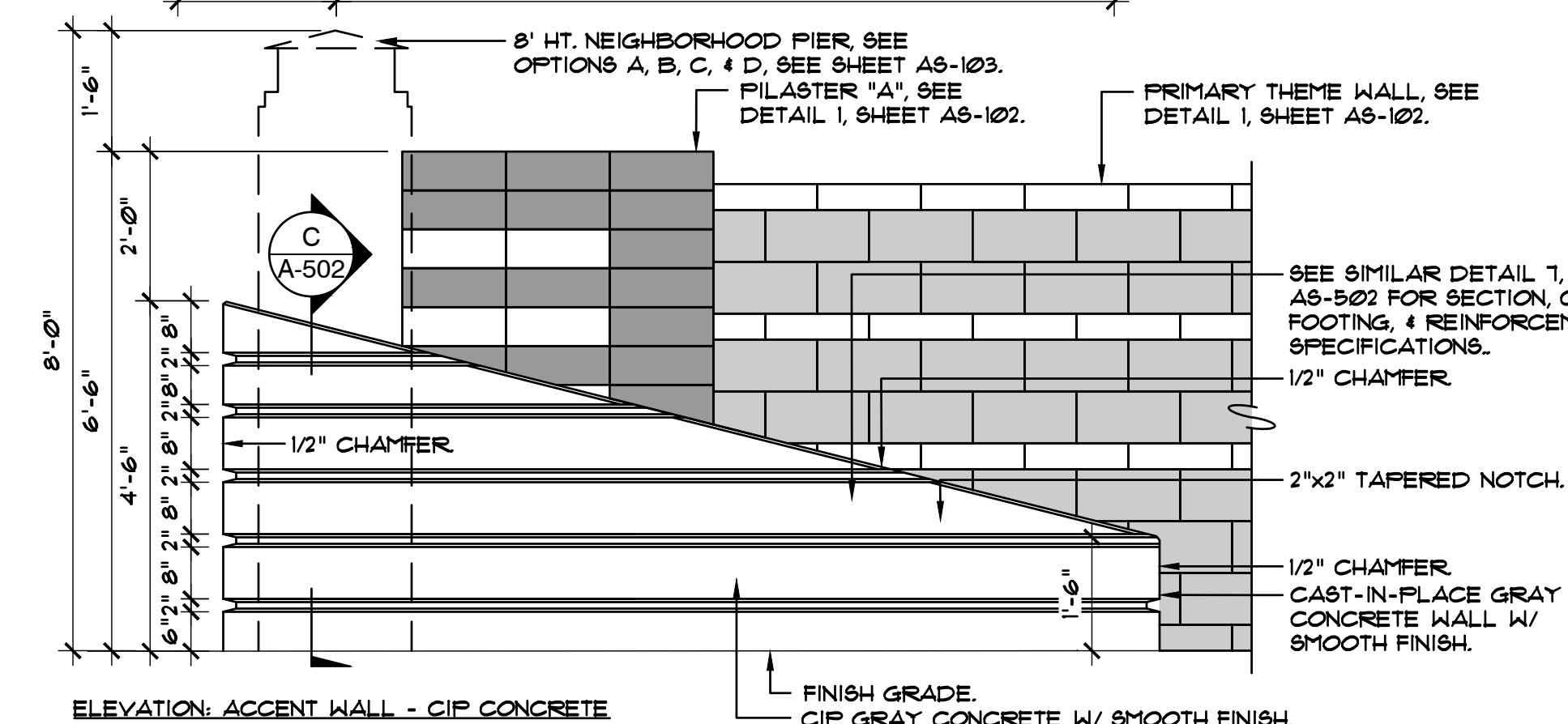
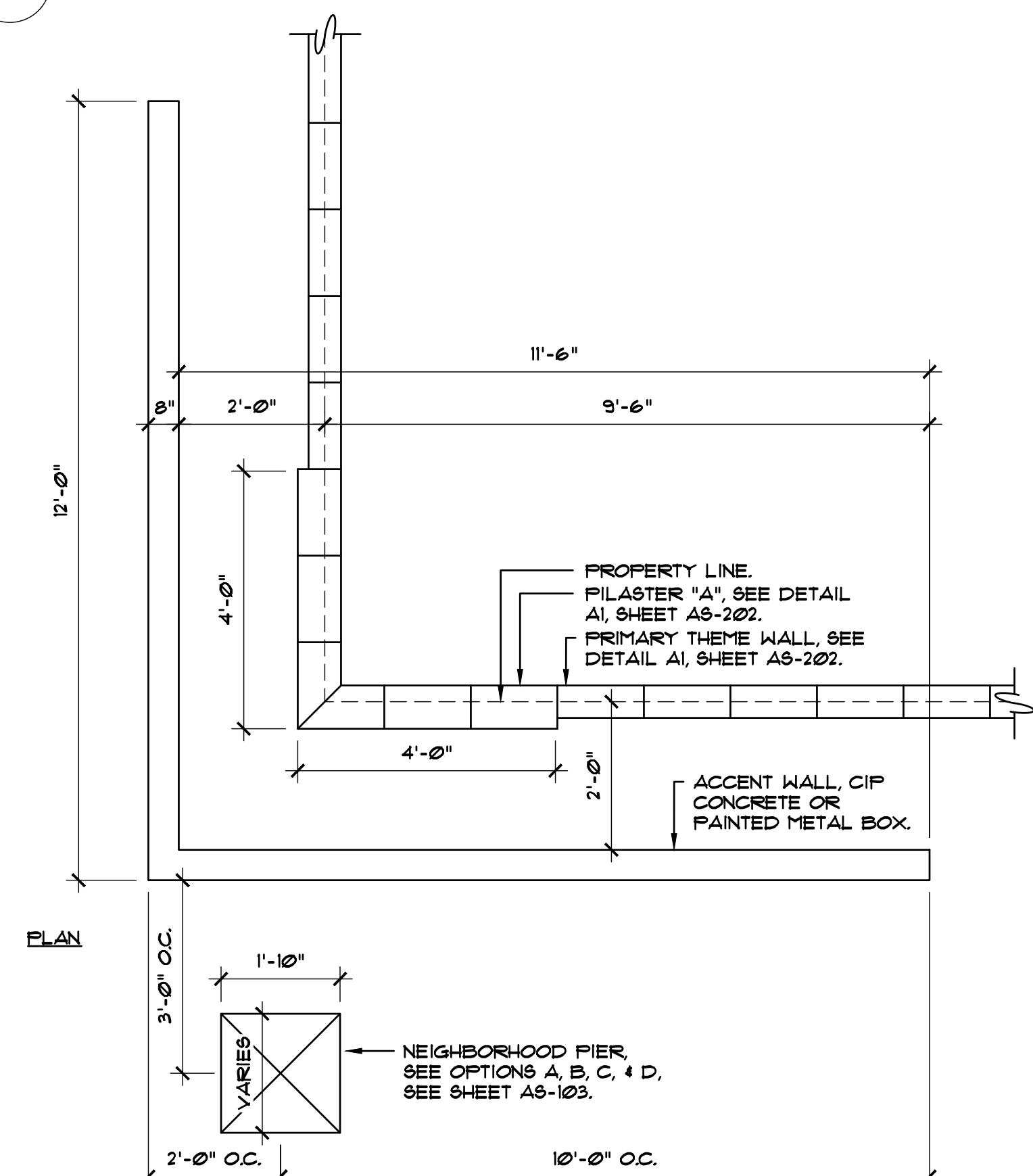


- SECONDARY THEME WALL W/ PILASTER 'C' NOTES:**
1. CONTRACTOR TO PROVIDE SAMPLE WALL YARD FOR LANDSCAPE ARCHITECTS REVIEW & APPROVAL.
 2. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION/INSTALLATION.
 3. ALL FOOTINGS & STRUCTURES TO BE CONSTRUCTED COMPLETELY OUT OF ALL EASEMENTS.
 4. 6" DIMENSIONS OF FOOTERS & STEEL REINFORCEMENT PER STRUCTURAL ENGINEER.
 5. ANTI-GRAFFITI COATING: TREAT WITH ANTI GRAFFITI COATING (MATTE FINISH, ECO-WARES OR APPROVED EQUAL, APPLY PER MANUF. SPECS.
 6. DAMPROOF: CONTRACTOR TO SUBMIT CUT SHEETS ON RECOMMENDED SYSTEM.
- SECONDARY THEME WALL W/ PILASTER 'C' COLORS & MATERIALS:**
- A. SEE DETAIL 1, THIS SHEET FOR COLOR & MATERIAL SPECIFICATIONS.



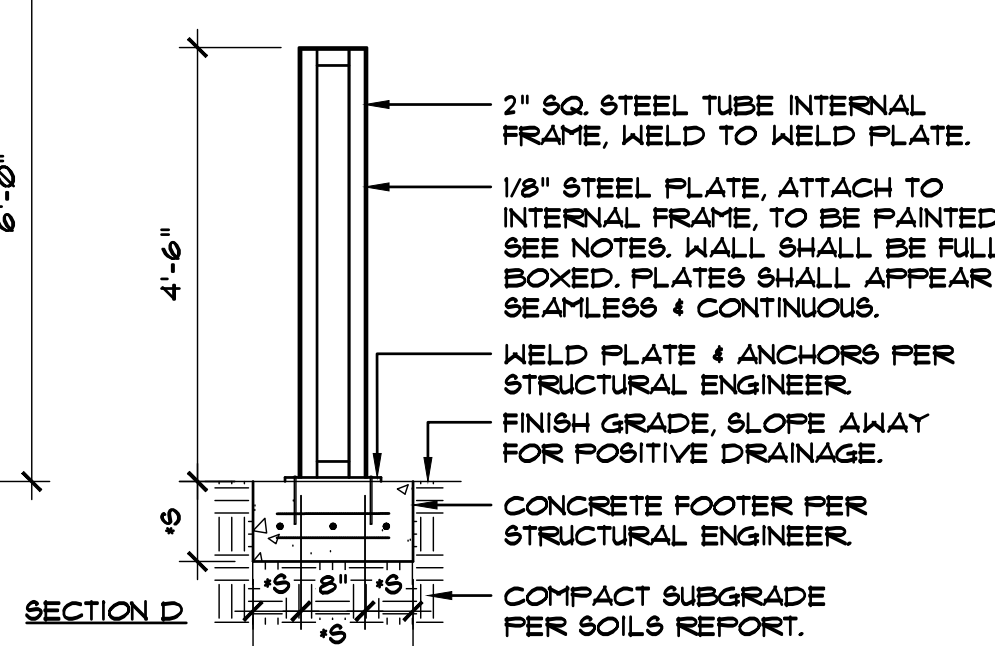
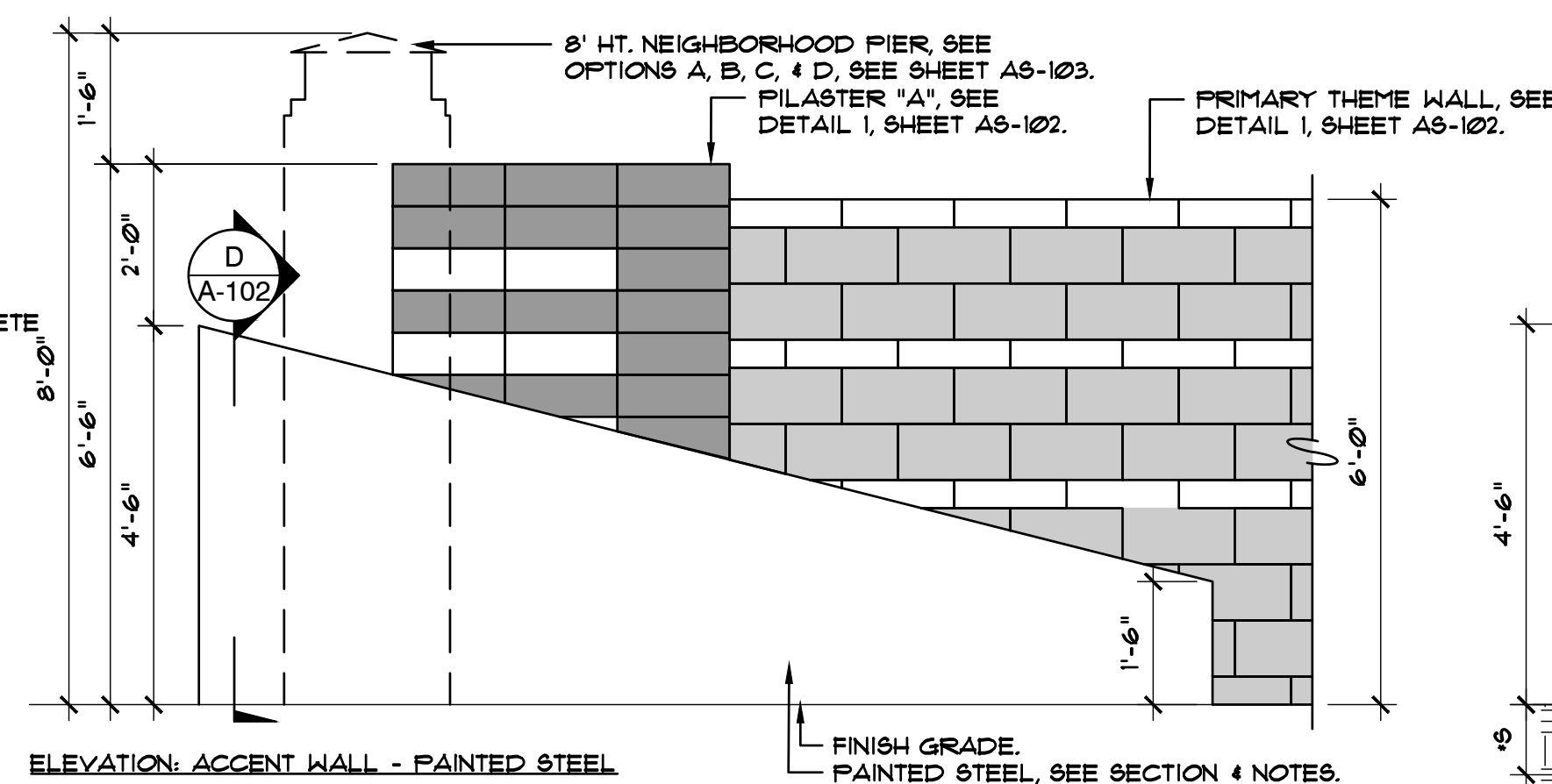
3 SECONDARY THEME WALL W/ PILASTER C

SCALE: 1/2" = 1'-0"



4 NEIGHBORHOOD ENTRY - ACCENT WALL

SCALE: 1/2" = 1'-0"



- NEIGHBORHOOD ENTRY NOTES:**
1. CONTRACTOR TO PROVIDE SAMPLE WALL YARD FOR LANDSCAPE ARCHITECTS REVIEW & APPROVAL.
 2. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION/INSTALLATION.
 3. ALL FOOTINGS & STRUCTURES TO BE CONSTRUCTED COMPLETELY OUT OF ALL EASEMENTS.
 4. 6" DIMENSIONS OF FOOTERS & STEEL REINFORCEMENT PER STRUCTURAL ENGINEER.
 5. ANTI-GRAFFITI COATING: TREAT WITH ANTI GRAFFITI COATING (MATTE FINISH, ECO-WARES OR APPROVED EQUAL, APPLY PER MANUF. SPECS.
 6. DAMPROOF: CONTRACTOR TO SUBMIT CUT SHEETS ON RECOMMENDED SYSTEM.
- NEIGHBORHOOD ENTRY COLORS & MATERIALS:**
- A. PAINTED STEEL. COLOR TO BE DETERMINED BY OWNER & ARCHITECT.

SWABACK
Architects & Planners
7550 E McDonald Drive
Scottsdale, Arizona 85250
480.367.2100 www.swaback.com

PROJECT PHASE

☒	PRELIMINARY PLAT	11.09.20
☐	CONSTRUCTION DOCUMENTS	
☐	ISSUE FOR BID SET	
☐	ISSUE FOR CONSTRUCTION	

REVISIONS

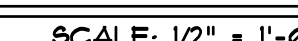
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
WALL DETAILS

DRAWN SY
CHECKED JD
DATE 11/09/20
SCALE AS SHOWN
JOB NO. 1704
SHEET
AS-102
3 OF 25 SHEETS



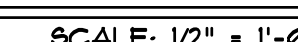
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SHEET	
AS-103	
4	OF 25 SHEETS

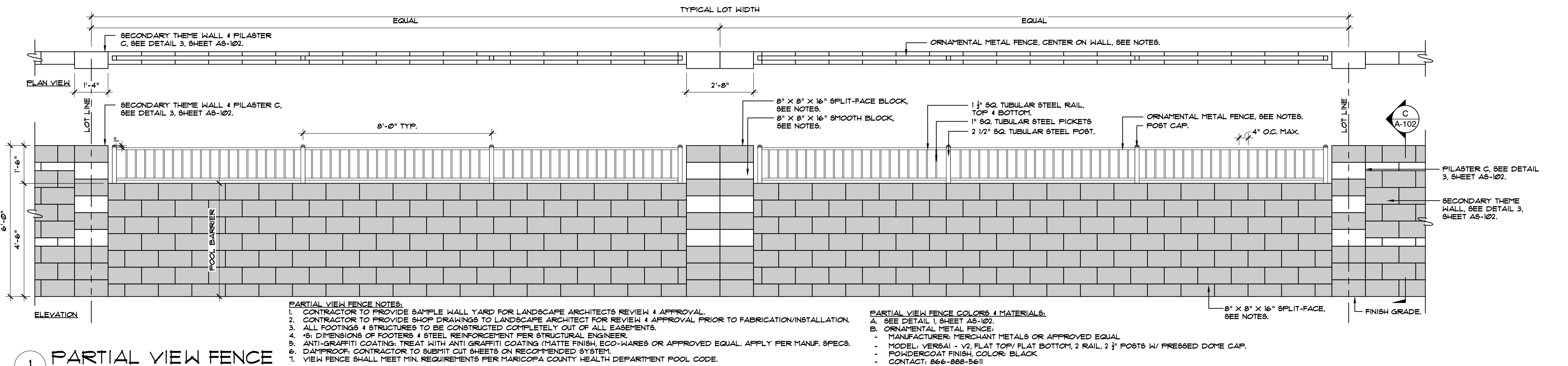


- NEIGHBORHOOD PIER LANTERN NOTES:**
1. CONTRACTOR TO PROVIDE SAMPLE FOR OWNER & LANDSCAPE ARCHITECTS REVIEW & APPROVAL.
 2. CONTRACTOR TO PROVIDE SHOP DRAWINGS TO LANDSCAPE ARCHITECT FOR REVIEW & APPROVAL PRIOR TO FABRICATION/INSTALLATION.
 3. FINISH: GRAFTING, TIGHT, GRAFFITI COATING (MATTE FINISH, ECO-WARES OR APPROVED EQUAL, APPLY PER MANUF. SPECS.
 4. PROVIDE LED LIGHT IN EACH LANTERN.
 5. PIERS # 4 D LANTERN MODEL: MARIPOSA SERIES MODEL "930-61-ML
 6. PIERS 5 LANTERN MODEL: HAMPTON SERIES MODEL "2200-61-L"
 7. MANUFACTURER: OLD CALIFORNIA LIGHTING
915 N. Enterprise Street
Orange, CA 92667
661-251-1111 / <https://www.oldcalifornia.com/>

- NEIGHBORHOOD PIER LANTERN COLORS & FINISHES:
- A. MARIPOSA LANTERN: ARCHITECTURAL BRONZE FINISH, FROSTED GLASS AND LED LIGHTING.
- B. HAMPTON LANTERN: ARCHITECTURAL BRONZE FINISH, HONEY GLASS AND LED LIGHTING.

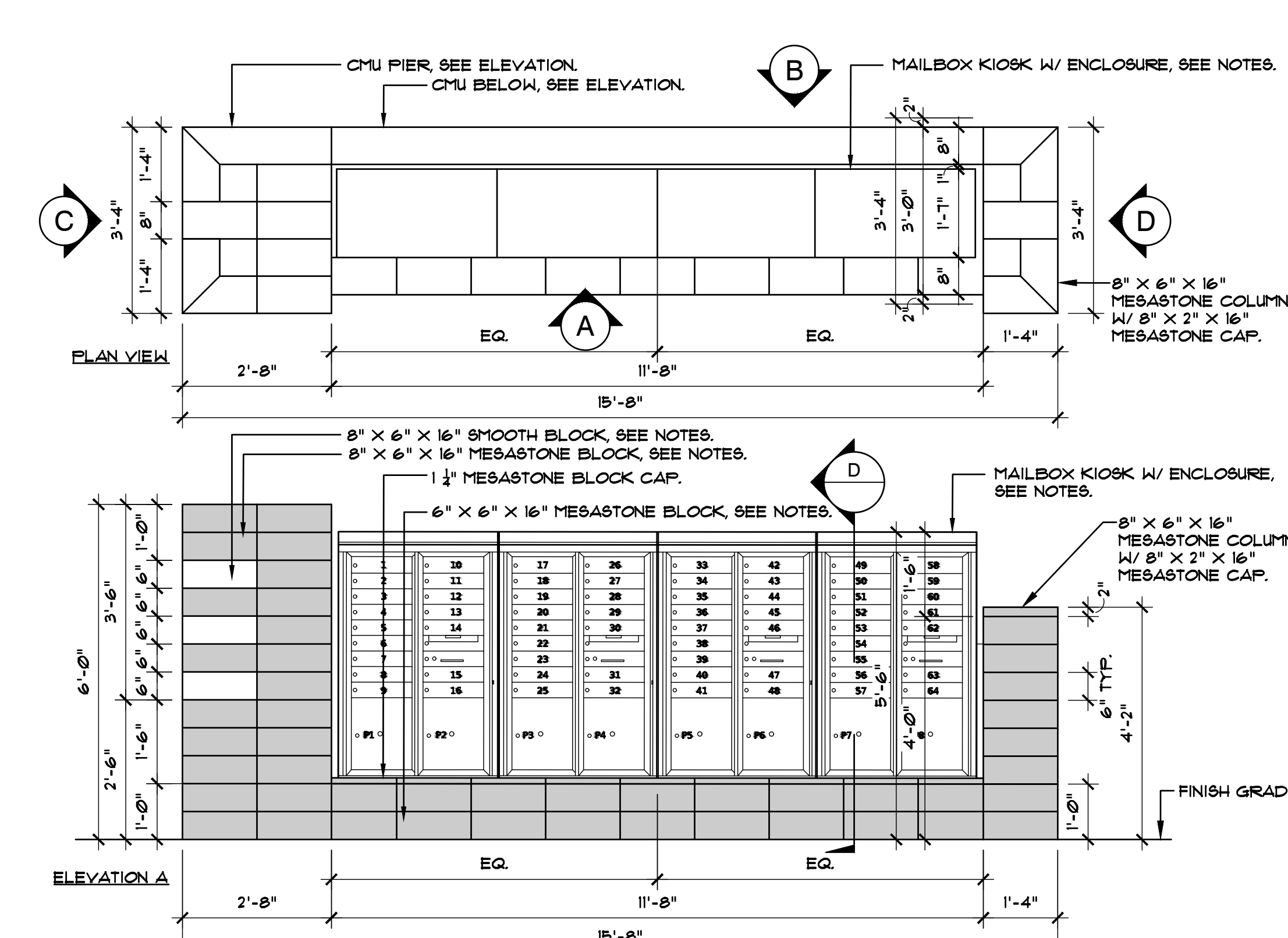
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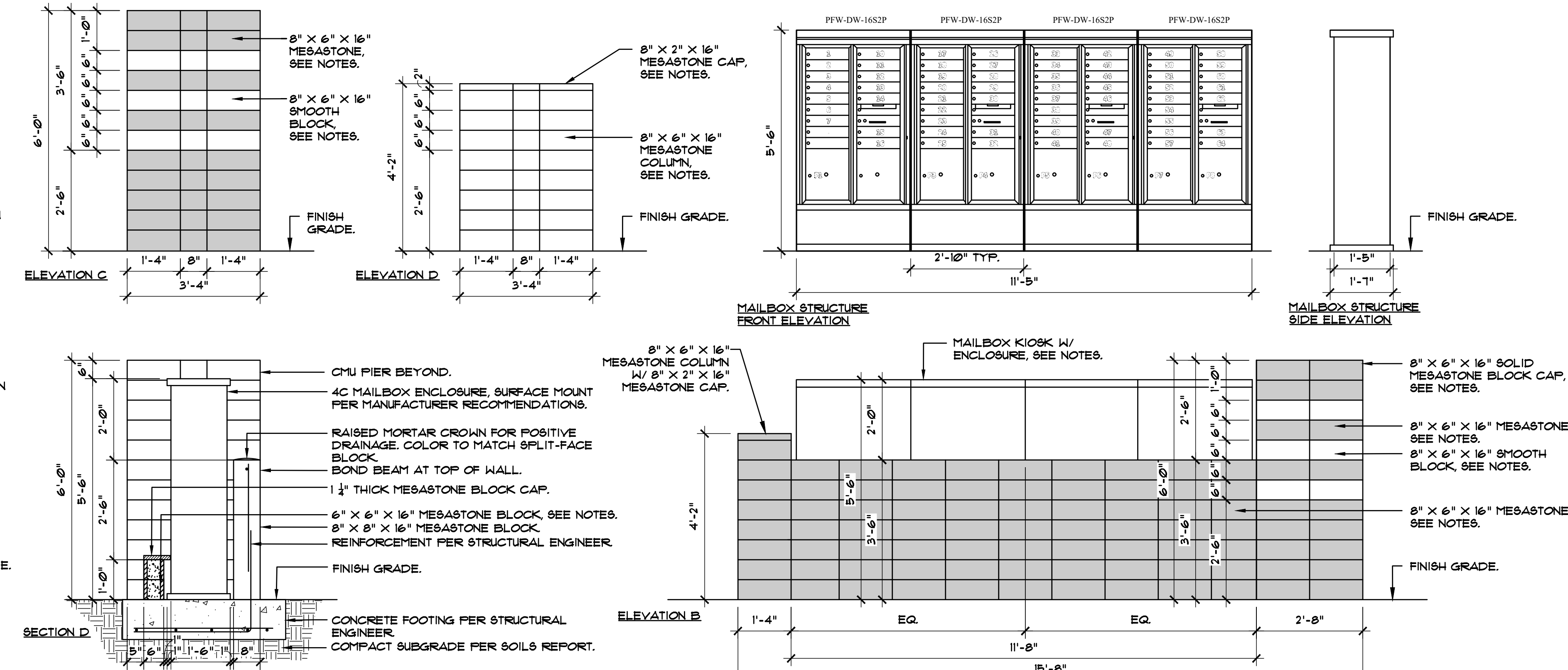


1 PARTIAL VIEW FENCE

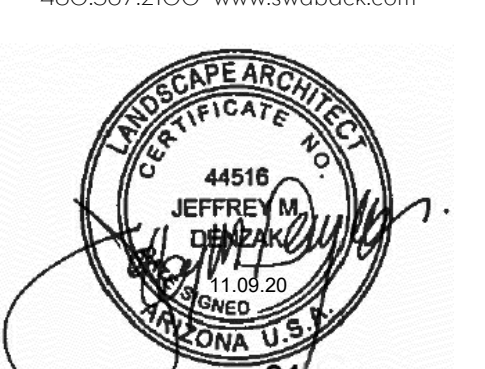
SCALE: 1/2" = 1'-0"



2 MAILBOX KIOSK



SCALE: 1/2" = 1'-0"



PROJECT PHASE	
☒	PRELIMINARY PLAT
☐	11.09.20
☐	CONSTRUCTION DOCUMENTS
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REVISIONS		
NO.	DESCRIPTION	DATE
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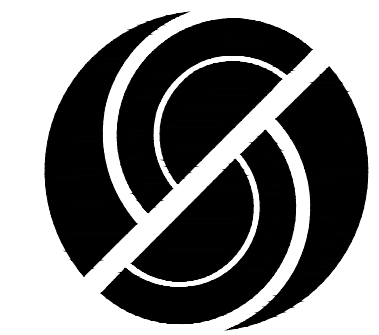
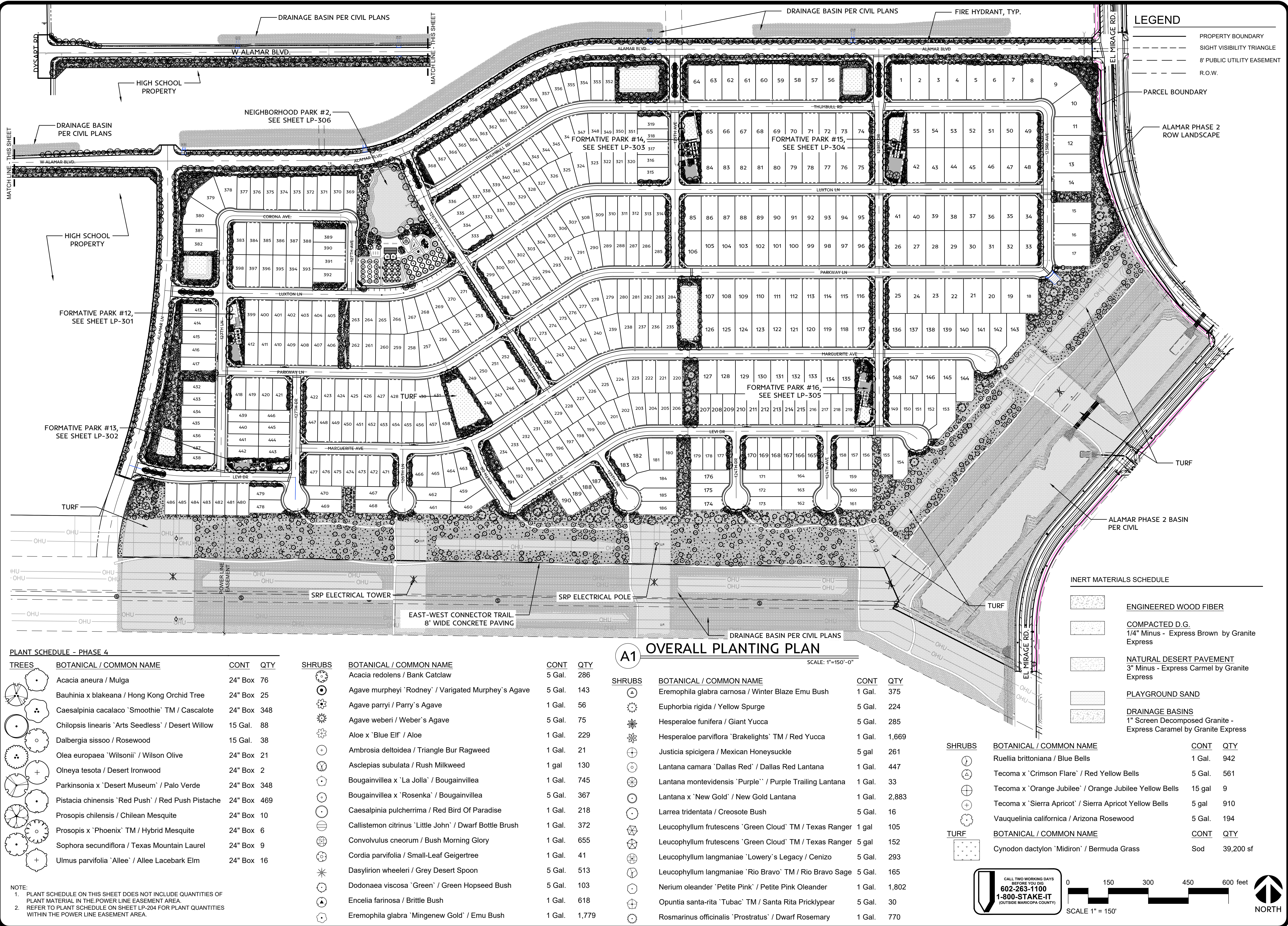
PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR - PHASE 4

CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
WALL & MAILBOX KIOSK DETAIL

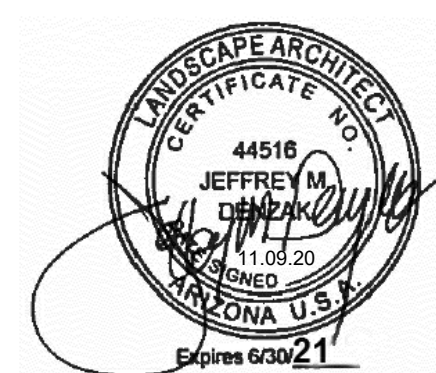
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CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	AS-104
	5 OF 25 SHEETS

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Architects + Planners

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PROJECT PHASE

- | | |
|----------------------------------|------------------------------|
| ☒ | PRELIMINARY PLAT
11.09.20 |
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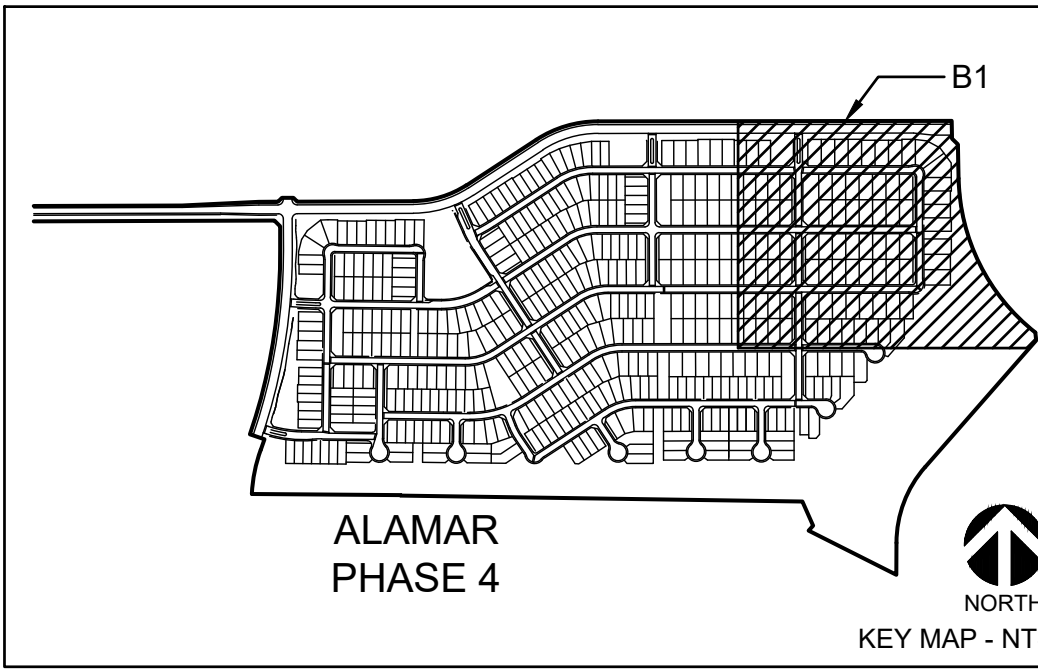
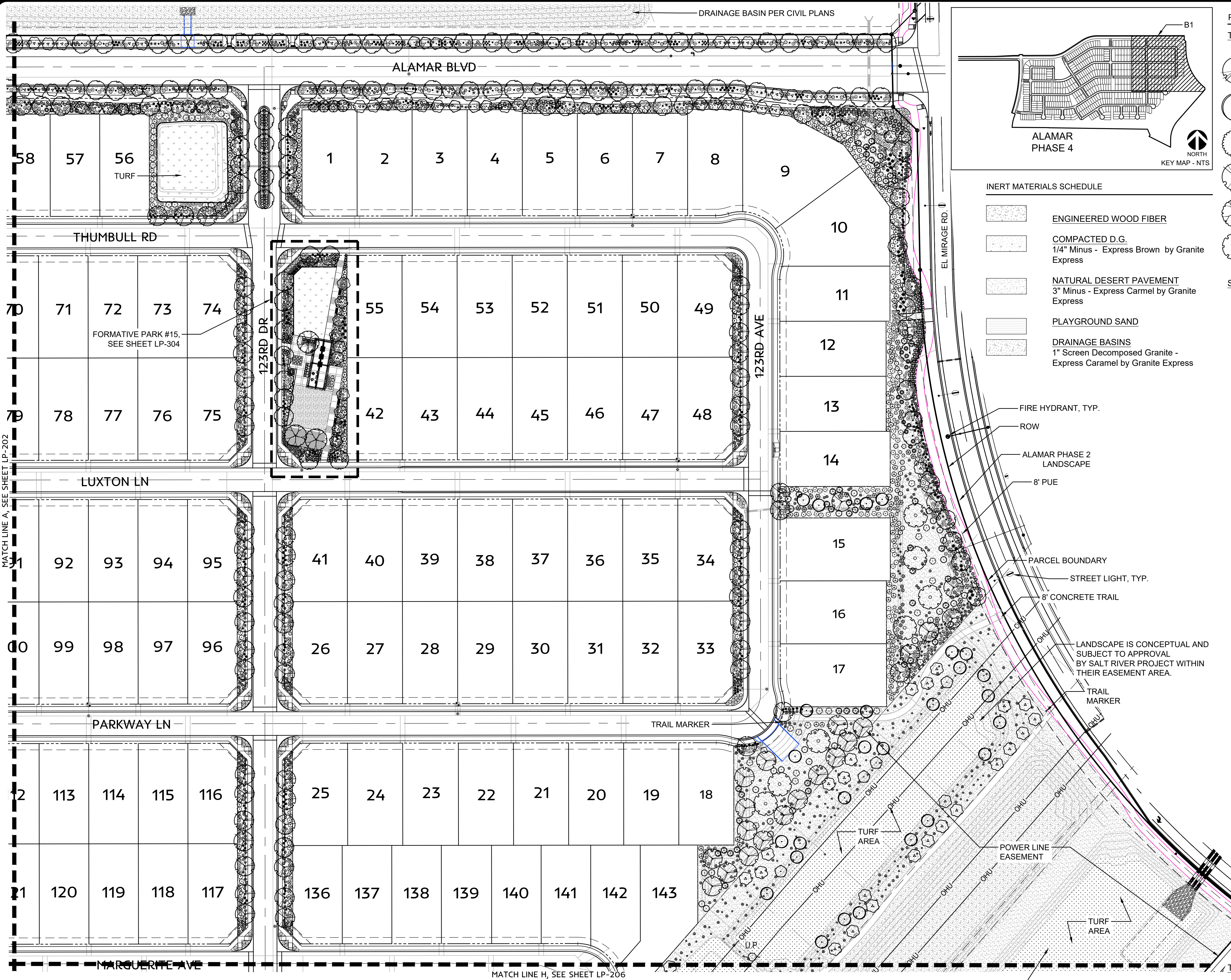
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2		
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**PRELIMINARY-
NOT FOR
CONSTRUCTION**

ALAMAR - PHASE 4

DRAWN	SY
CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	
LP-101	
6	OF 25 SHEETS



INERT MATERIALS SCHEDULE

[Pattern]	ENGINEERED WOOD FIBER
[Pattern]	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
[Pattern]	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
[Pattern]	PLAYGROUND SAND
[Pattern]	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Carmel by Granite Express

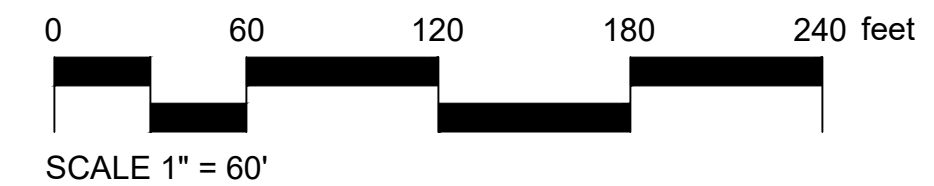
FIRE HYDRANT, TYP.
ROW
ALAMAR PHASE 2 LANDSCAPE
8" PUE
PARCEL BOUNDARY
STREET LIGHT, TYP.
8" CONCRETE TRAIL
LANDSCAPE IS CONCEPTUAL AND SUBJECT TO APPROVAL BY SALT RIVER PROJECT WITHIN THEIR EASEMENT AREA.
TRAIL MARKER
TURF AREA
POWER LINE EASEMENT
TURF AREA
TURF

PLANT SCHEDULE - PHASE 4

TREES	BOTANICAL / COMMON NAME
[Symbol]	Acacia aneura / Mulga
[Symbol]	Bauhinia x blakeana / Hong Kong Orchid Tree
[Symbol]	Caesalpinia cacalaco 'Smoothie' TM / Cascalote
[Symbol]	Chilopsis linearis 'Arts Seedless' / Desert Willow
[Symbol]	Dalbergia sissoo / Rosewood
[Symbol]	Olea europaea 'Wilsonii' / Wilson Olive
[Symbol]	Olneya tesota / Desert Ironwood
[Symbol]	Parkinsonia x 'Desert Museum' / Palo Verde
[Symbol]	Pistacia chinensis 'Red Push' / Red Push Pistache
[Symbol]	Prosopis chilensis / Chilean Mesquite
[Symbol]	Prosopis x 'Phoenix' TM / Hybrid Mesquite
[Symbol]	Sophora secundiflora / Texas Mountain Laurel
[Symbol]	Ulmus parvifolia 'Allee' / Allee Lacebark Elm
SHRUBS	BOTANICAL / COMMON NAME
[Symbol]	Acacia redolens / Bank Catclaw
[Symbol]	Agave murpheyi 'Rodney' / Varigated Murphey's Agave
[Symbol]	Agave parryi / Parry's Agave
[Symbol]	Agave weberi / Weber's Agave
[Symbol]	Aloe x 'Blue Elf' / Aloe
[Symbol]	Ambrosia deltoidea / Triangle Bur Ragweed
[Symbol]	Asclepias subulata / Rush Milkweed
[Symbol]	Bougainvillea x 'La Jolla' / Bougainvillea
[Symbol]	Bougainvillea x 'Rosenka' / Bougainvillea
[Symbol]	Caesalpinia pulcherrima / Red Bird Of Paradise
[Symbol]	Callistemon citrinus 'Little John' / Dwarf Bottle Brush
[Symbol]	Convolvulus neorum / Bush Morning Glory
[Symbol]	Cordia parvifolia / Small-Leaf Geigertree
[Symbol]	Dasyliroa wheeleri / Grey Desert Spoon
[Symbol]	Dodonaea viscosa 'Green' / Green Hopseed Bush
[Symbol]	Encelia farinosa / Brittle Bush
[Symbol]	Eremophila glabra 'Mingenew Gold' / Emu Bush
[Symbol]	Eremophila glabra carnosia / Winter Blaze Emu Bush
[Symbol]	Euphorbia rigida / Yellow Spurge
[Symbol]	Hesperaloe funifera / Giant Yucca
[Symbol]	Hesperaloe parviflora 'Brakelights' TM / Red Yucca
[Symbol]	Justicia spicigera / Mexican Honeysuckle
[Symbol]	Lantana camara 'Dallas Red' / Dallas Red Lantana
[Symbol]	Lantana montevidensis 'Purple' / Purple Trailing Lantana
[Symbol]	Lantana x 'New Gold' / New Gold Lantana
[Symbol]	Larrea tridentata / Creosote Bush
[Symbol]	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger
[Symbol]	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger
[Symbol]	Leucophyllum langmaniae 'Lowery's Legacy' / Cenizo
[Symbol]	Leucophyllum langmaniae 'Rio Bravo' TM / Rio Bravo Sage
[Symbol]	Nerium oleander 'Petite Pink' / Petite Pink Oleander
[Symbol]	Opuntia santa-rita 'Tubac' TM / Santa Rita Pricklypear
[Symbol]	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary
[Symbol]	Ruellia brittoniana / Blue Bells
[Symbol]	Tecoma x 'Crimson Flare' / Red Yellow Bells
[Symbol]	Tecoma x 'Orange Jubilee' / Orange Jubilee Yellow Bells
[Symbol]	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells
[Symbol]	Vauquelinia californica / Arizona Rosewood
BOTANICAL / COMMON NAME	Cynodon dactylon 'Midiron' / Bermuda Grass

LEGEND

- PROPERTY BOUNDARY
- SIGHT VISIBILITY TRIANGLE
- 8" PUBLIC UTILITY EASEMENT
- R.O.W.



CALL TWO WORKING DAYS BEFORE YOU DIG
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(OUTSIDE MARICOPA COUNTY)

B1 PLANTING PLAN

SCALE: 1"=60'-0"

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PROJECT PHASE

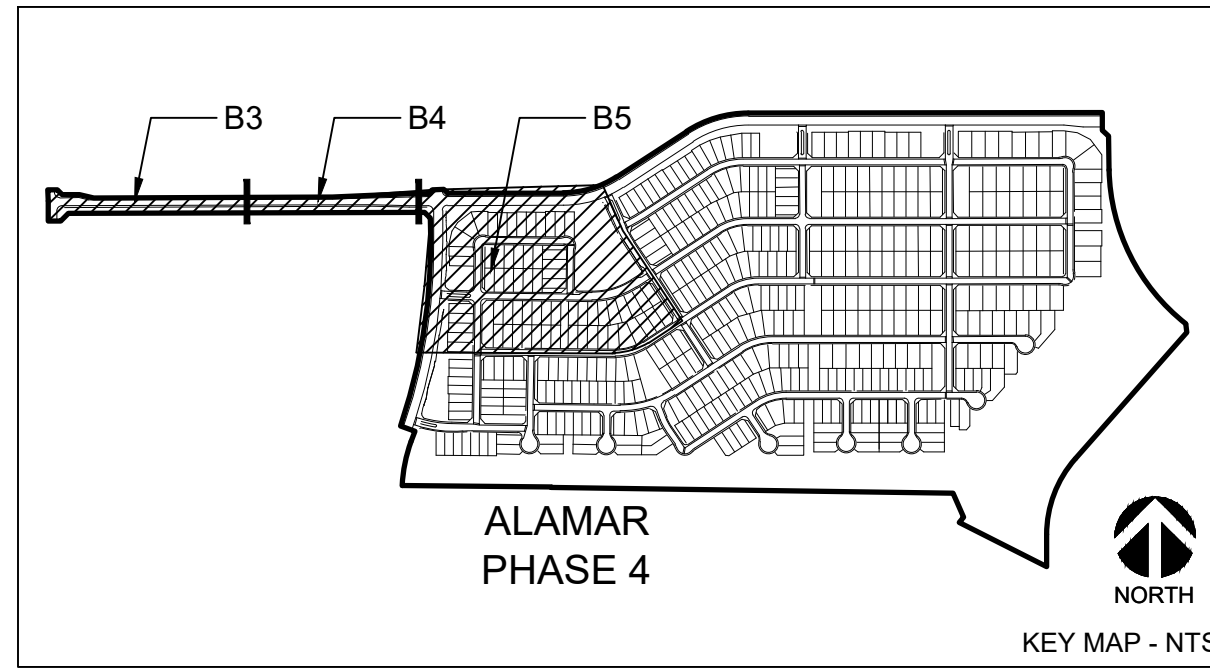
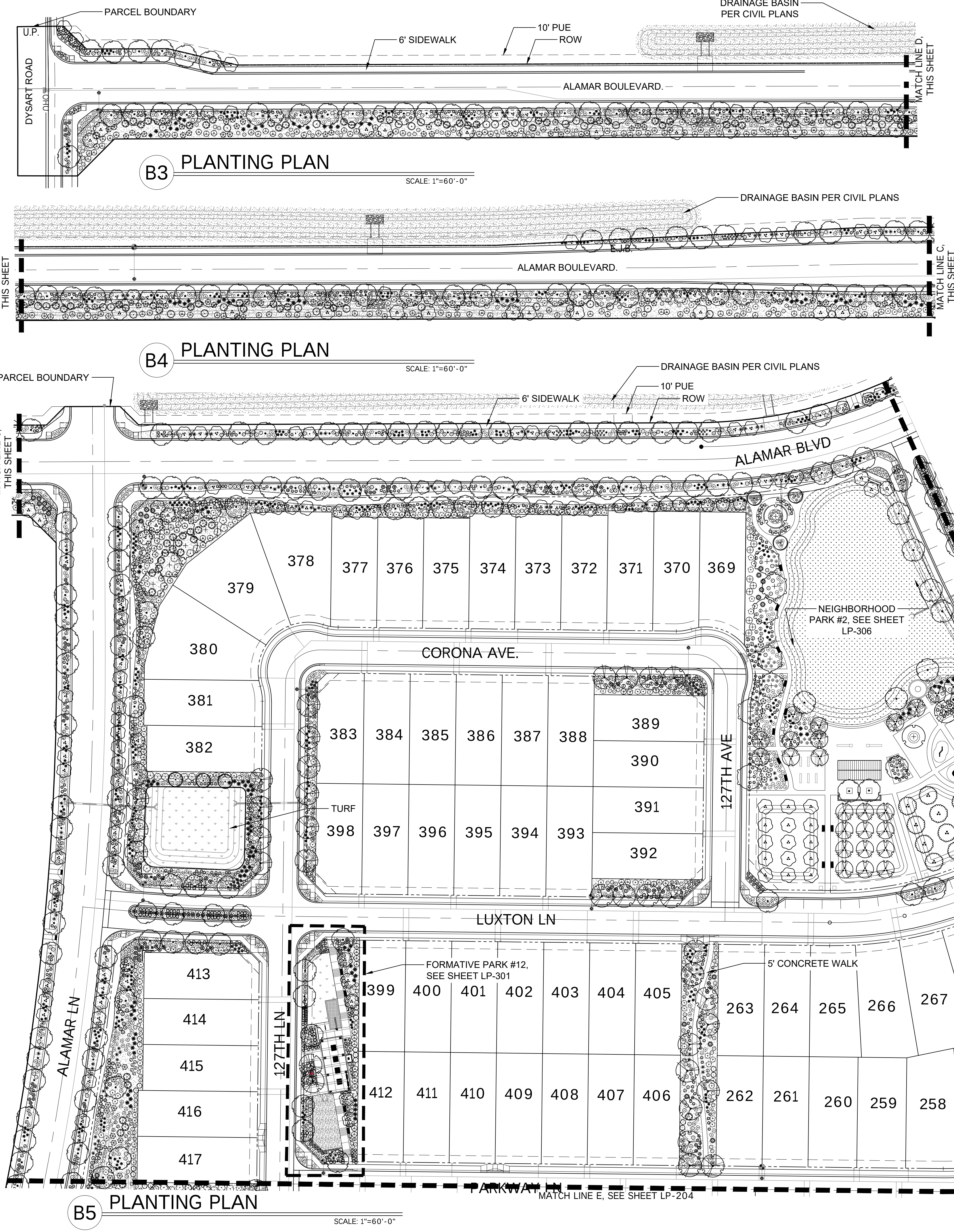
●	PRELIMINARY PLAT
○	CONSTRUCTION DOCUMENTS
○	ISSUE FOR BID SET
○	ISSUE FOR CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
PLANTING PLAN

DRAWN SY
CHECKED JD
DATE 11/09/20
SCALE AS SHOWN
JOB NO. 1704
SHEET LP-201
7 OF 25 SHEETS



INERT MATERIALS SCHEDULE

[Pattern]	ENGINEERED WOOD FIBER
[Pattern]	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
[Pattern]	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
[Pattern]	PLAYGROUND SAND
[Pattern]	TURF SOD
[Pattern]	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Carmel by Granite Express

LEGEND

[Solid Line]	PROPERTY BOUNDARY
[Dashed Line]	SIGHT VISIBILITY TRIANGLE
[Dashed Line]	8" PUBLIC UTILITY EASEMENT
[Dashed Line]	R.O.W.

TREES	BOTANICAL / COMMON NAME	CONT
[Symbol]	Acacia aneura / Mulga	24" Box
[Symbol]	Bauhinia x blakeana / Hong Kong Orchid Tree	24" Box
[Symbol]	Caesalpinia cacalaco 'Smoothie' TM / Cascalote	24" Box
[Symbol]	Chilopsis linearis 'Arts Seedless' / Desert Willow	15 Gal.
[Symbol]	Dalbergia sissoo / Rosewood	15 Gal.
[Symbol]	Olea europaea 'Wilsonii' / Wilson Olive	24" Box
[Symbol]	Olneya tesota / Desert Ironwood	24" Box
[Symbol]	Parkinsonia x 'Desert Museum' / Palo Verde	24" Box
[Symbol]	Pistacia chinensis 'Red Push' / Red Push Pistache	24" Box
[Symbol]	Prosopis chilensis / Chilean Mesquite	24" Box
[Symbol]	Prosopis x 'Phoenix' TM / Hybrid Mesquite	24" Box
[Symbol]	Sophora secundiflora / Texas Mountain Laurel	24" Box
[Symbol]	Ulmus parvifolia 'Allee' / Allee Lacebark Elm	24" Box
SHRUBS	BOTANICAL / COMMON NAME	CONT
[Symbol]	Acacia redolens / Bank Catclaw	5 Gal.
[Symbol]	Agave murpheyi 'Rodney' / Varigated Murphey's Agave	5 Gal.
[Symbol]	Agave parryi / Parry's Agave	1 Gal.
[Symbol]	Agave weberi / Weber's Agave	5 Gal.
[Symbol]	Aloe x 'Blue Elf' / Aloe	1 Gal.
[Symbol]	Ambrosia deltoidea / Triangle Bur Ragweed	1 Gal.
[Symbol]	Asclepias subulata / Rush Milkweed	1 gal
[Symbol]	Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal.
[Symbol]	Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.
[Symbol]	Caesalpinia pulcherrima / Red Bird Of Paradise	1 Gal.
[Symbol]	Callistemon citrinus 'Little John' / Dwarf Bottle Brush	1 Gal.
[Symbol]	Convolvulus cneorum / Bush Morning Glory	1 Gal.
[Symbol]	Cordia parvifolia / Small-Leaf Geigertree	1 Gal.
[Symbol]	Dasyliion wheeleri / Grey Desert Spoon	5 Gal.
[Symbol]	Dodonaea viscosa 'Green' / Green Hopseed Bush	5 Gal.
[Symbol]	Encelia farinosa / Brittle Bush	1 Gal.
[Symbol]	Eremophila glabra 'Mingenew Gold' / Emu Bush	1 Gal.
[Symbol]	Eremophila glabra carnosia / Winter Blaze Emu Bush	1 Gal.
[Symbol]	Euphorbia rigida / Yellow Spurge	5 Gal.
[Symbol]	Hesperaloe funifera / Giant Yucca	5 Gal.
[Symbol]	Hesperaloe parviflora 'Brakelights' TM / Red Yucca	1 Gal.
[Symbol]	Justicia spicigera / Mexican Honeysuckle	5 gal
[Symbol]	Lantana camara 'Dallas Red' / Dallas Red Lantana	1 Gal.
[Symbol]	Lantana montevidensis 'Purple' / Purple Trailing Lantana	1 Gal.
[Symbol]	Lantana x 'New Gold' / New Gold Lantana	1 Gal.
[Symbol]	Larrea tridentata / Creosote Bush	5 Gal.
[Symbol]	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger	1 gal
[Symbol]	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger	5 gal
[Symbol]	Leucophyllum langmaniae 'Lowery's Legacy' / Cenizo	5 Gal.
[Symbol]	Leucophyllum langmaniae 'Rio Bravo' TM / Rio Bravo Sage	5 Gal.
[Symbol]	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.
[Symbol]	Opuntia santa-rita 'Tubac' TM / Santa Rita Pricklypear	5 Gal.
[Symbol]	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 Gal.
[Symbol]	Ruellia brittoniana / Blue Bells	1 Gal.
[Symbol]	Tecoma x 'Crimson Flare' / Red Yellow Bells	5 Gal.
[Symbol]	Tecoma x 'Orange Jubilee' / Orange Jubilee Yellow Bells	15 gal
[Symbol]	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells	5 gal
[Symbol]	Vauquelinia californica / Arizona Rosewood	5 Gal.
TURF	BOTANICAL / COMMON NAME	CONT
[Symbol]	Cynodon dactylon 'Midiron' / Bermuda Grass	Sod



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PROJECT PHASE

☒	PRELIMINARY PLAT	11.09.20
☐	CONSTRUCTION DOCUMENTS	
☐	ISSUE FOR BID SET	
☐	ISSUE FOR CONSTRUCTION	

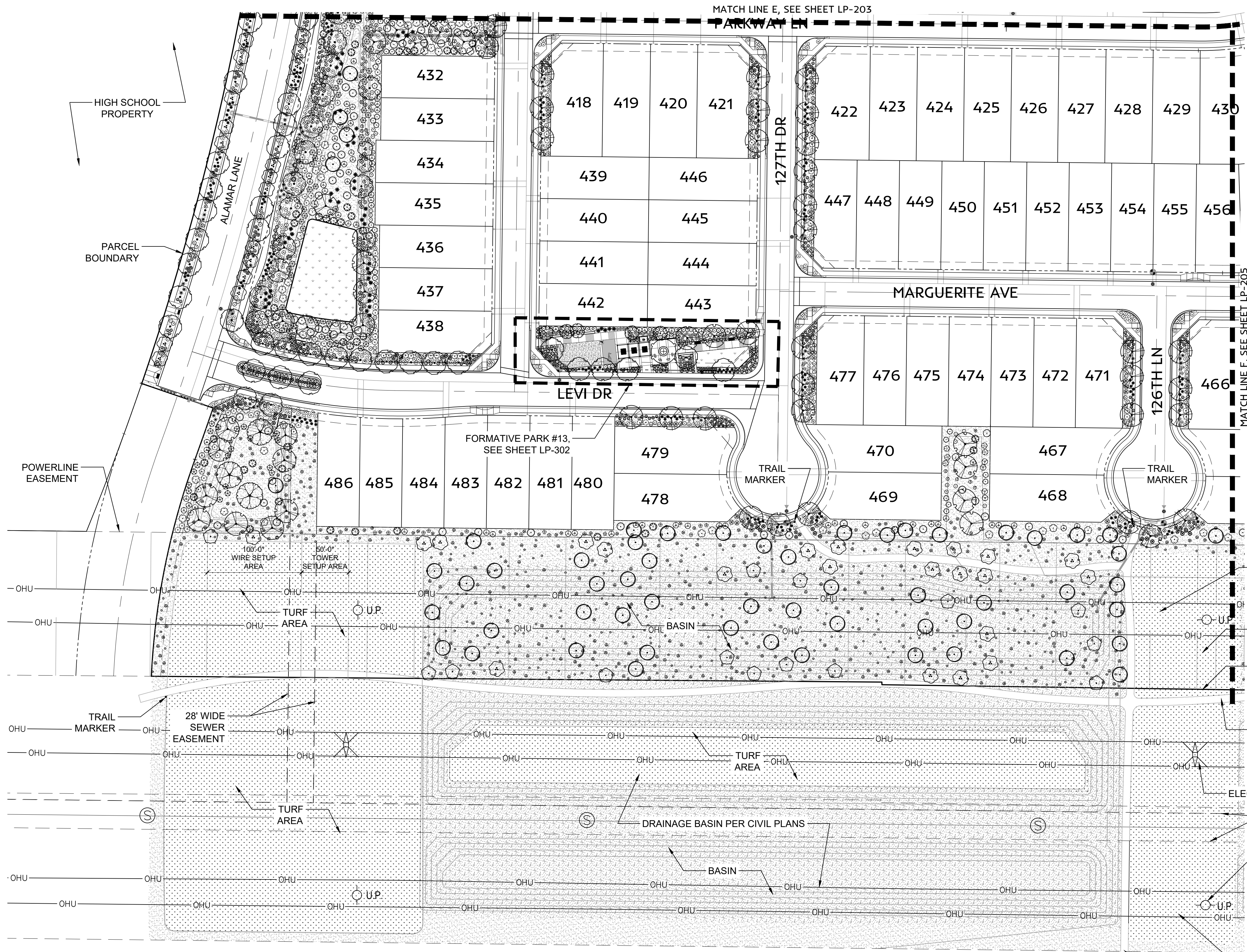
REVISIONS

NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
PLANTING PLAN

DRAWN SY
CHECKED JD
DATE 11/09/20
SCALE AS SHOWN
JOB NO. 1704
SHEET
LP-203
9 OF 25 SHEETS

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PLANT SCHEDULE - PHASE 4	
TREES	BOTANICAL / COMMON NAME
	Acacia aneura / Mulga
	Bauhinia x blakeana / Hong Kong Orchid Tree
	Caesalpinia cacalaco 'Smoothie' TM / Cascalote
	Chilopsis linearis 'Arts Seedless' / Desert Willow
	Dalbergia sissoo / Rosewood
	Olea europaea 'Wilsonii' / Wilson Olive
	Olneya tesota / Desert Ironwood
	Parkinsonia x 'Desert Museum' / Palo Verde
	Pistacia chinensis 'Red Push' / Red Push Pistache
	Prosopis chilensis / Chilean Mesquite
	Prosopis x 'Phoenix' TM / Hybrid Mesquite
	Sophora secundiflora / Texas Mountain Laurel
	Ulmus parvifolia 'Allee' / Allee Lacebark Elm
SHRUBS	BOTANICAL / COMMON NAME
	Acacia redolens / Bank Catclaw
	Agave murpheyi 'Rodney' / Varigated Murphey's Agave
	Agave parryi / Parry's Agave
	Agave weberi / Weber's Agave
	Aloe x 'Blue Elf' / Aloe
	Ambrosia deltoidea / Triangle Bur Ragweed
	Asclepias subulata / Rush Milkweed
	Bougainvillea x 'La Jolla' / Bougainvillea
	Bougainvillea x 'Rosenka' / Bougainvillea
	Caesalpinia pulcherrima / Red Bird Of Paradise
	Callistemon citrinus 'Little John' / Dwarf Bottle Brush
	Convolvulus neorum / Bush Morning Glory
	Cordia parvifolia / Small-Leaf Geigertree
	Dasyliiron wheeleri / Grey Desert Spoon
	Dodonaea viscosa 'Green' / Green Hopseed Bush
	Encelia farinosa / Brittle Bush
	Eremophila glabra 'Mingenew Gold' / Emu Bush
	Eremophila glabra carnosia / Winter Blaze Emu Bush
	Euphorbia rigida / Yellow Spurge
	Hesperaloe funifera / Giant Yucca
	Hesperaloe parviflora 'Brakelights' TM / Red Yucca
	Justicia spicigera / Mexican Honeysuckle
	Lantana camara 'Dallas Red' / Dallas Red Lantana
	Lantana montevidensis 'Purple' / Purple Trailing Lantana
	Lantana x 'New Gold' / New Gold Lantana
	Larrea tridentata / Creosote Bush
	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger
	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger
	Leucophyllum langmaniae 'Lowery's Legacy' / Cenizo
	Leucophyllum langmaniae 'Rio Bravo' TM / Rio Bravo Sage
	Nerium oleander 'Petite Pink' / Petite Pink Oleander
	Opuntia santa-rita 'Tubac' TM / Santa Rita Pricklypear
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary
	Ruellia brittoniana / Blue Bells
	Tecoma x 'Crimson Flare' / Red Yellow Bells
	Tecoma x 'Orange Jubilee' / Orange Jubilee Yellow Bells
	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells
	Vauquelinia californica / Arizona Rosewood
TURF	BOTANICAL / COMMON NAME
	Cynodon dactylon 'Midiron' / Bermuda Grass

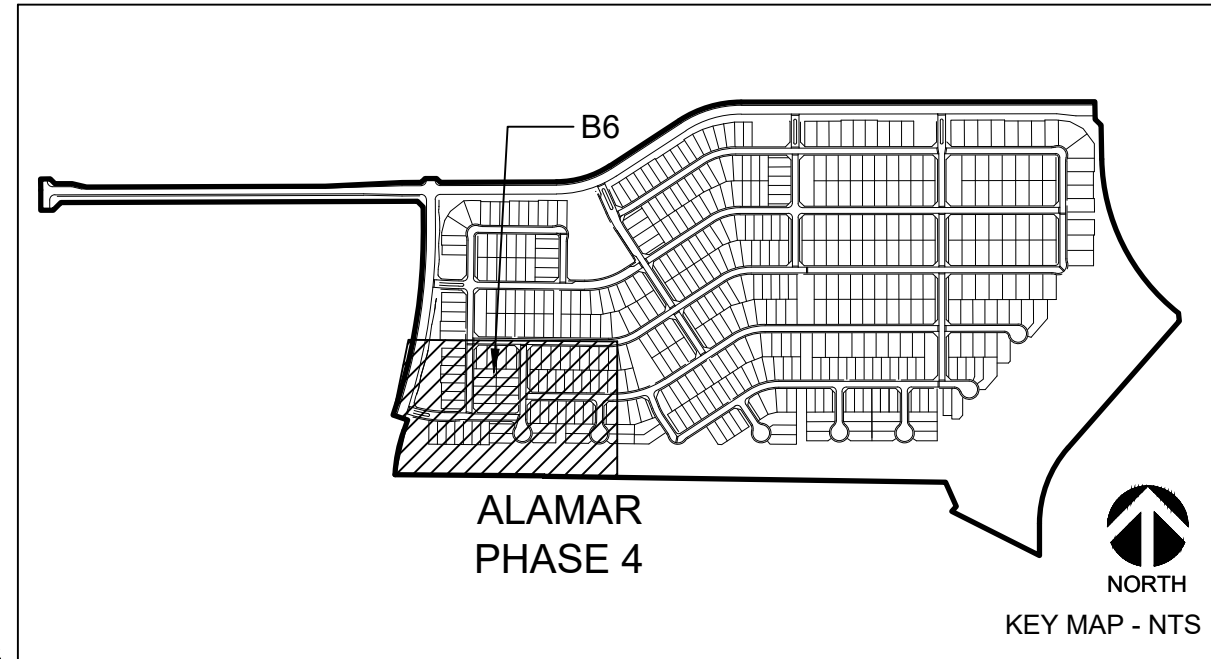
B6 PLANTING PLAN

SCALE: 1"=60'-0"

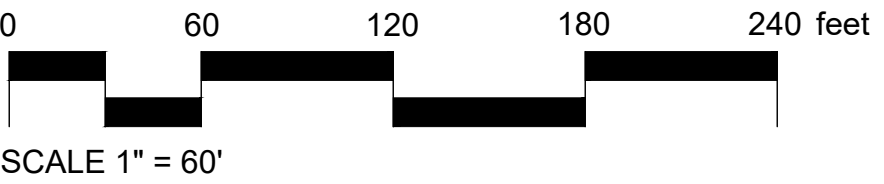
PLANT SCHEDULE POWER LINE EASEMENT - PHASE 4			
TREES	BOTANICAL / COMMON NAME	CONT	QTY
	Acacia aneura / Mulga	24" Box	47
	Caesalpinia cacalaco 'Smoothie' TM / Cascalote	24" Box	130
	Chilopsis linearis 'Arts Seedless' / Desert Willow	15 Gal.	163
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Ambrosia deltoidea / Triangle Bur Ragweed	1 Gal.	1,405
	Encelia farinosa / Brittle Bush	1 Gal.	1,204
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	QTY
	Cynodon dactylon 'Midiron' / Bermuda Grass	Sod	798,873 sf

INERT MATERIALS SCHEDULE	
	ENGINEERED WOOD FIBER
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
	PLAYGROUND SAND
	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Caramel by Granite Express

LEGEND	
	PROPERTY BOUNDARY
	SIGHT VISIBILITY TRIANGLE
	8' PUBLIC UTILITY EASEMENT
	R.O.W.



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PROJECT PHASE

☒	PRELIMINARY PLAT
☐	CONSTRUCTION DOCUMENTS
☐	ISSUE FOR BID SET
☐	ISSUE FOR CONSTRUCTION

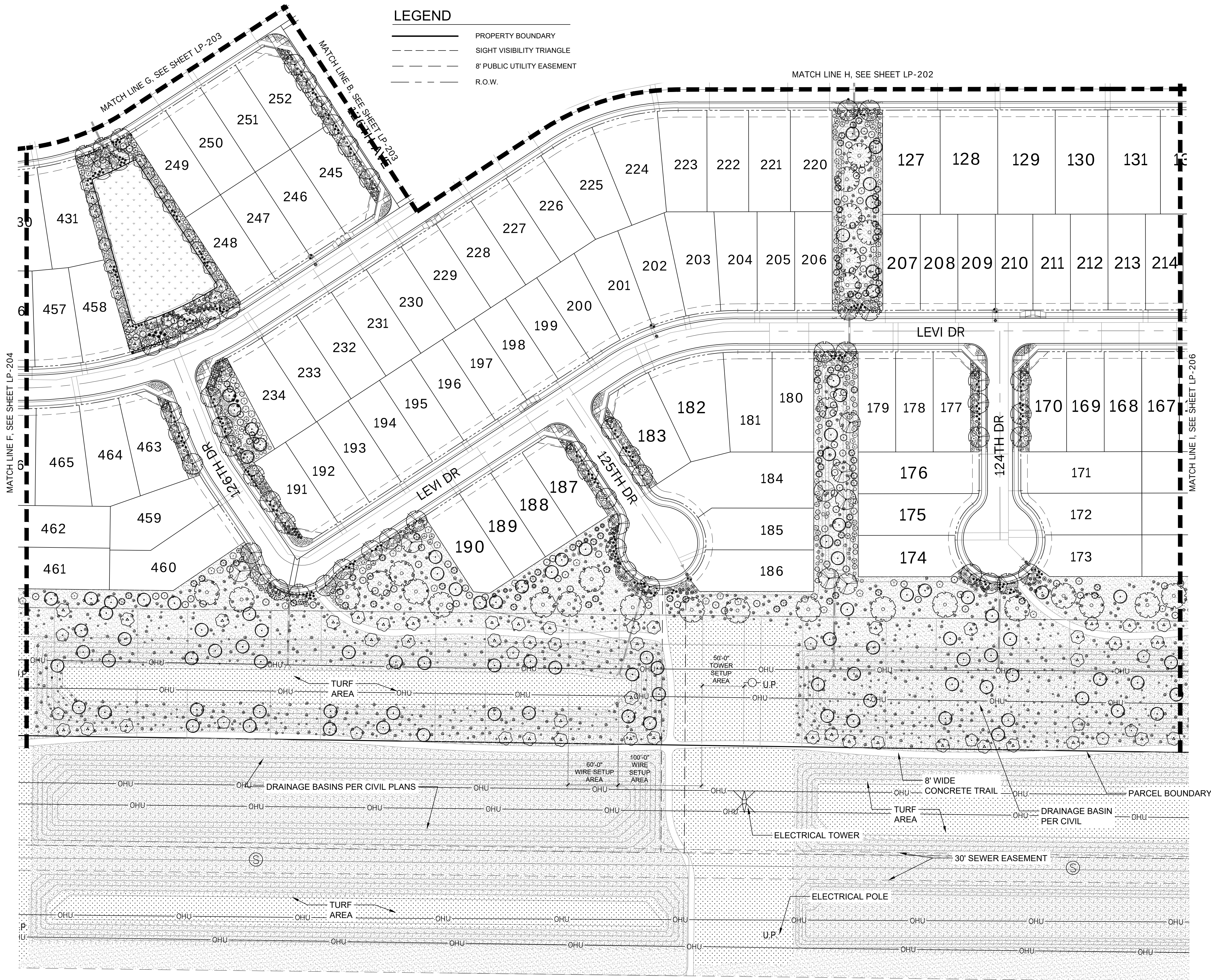
REVISIONS

NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
PLANTING PLAN

DRAWN SY
CHECKED JD
DATE 11/09/20
SCALE AS SHOWN
JOB NO. 1704
SHEET
LP-204
10 OF 25 SHEETS

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- LEGEND
- PROPERTY BOUNDARY
 - SIGHT VISIBILITY TRIANGLE
 - 8' PUBLIC UTILITY EASEMENT
 - R.O.W.

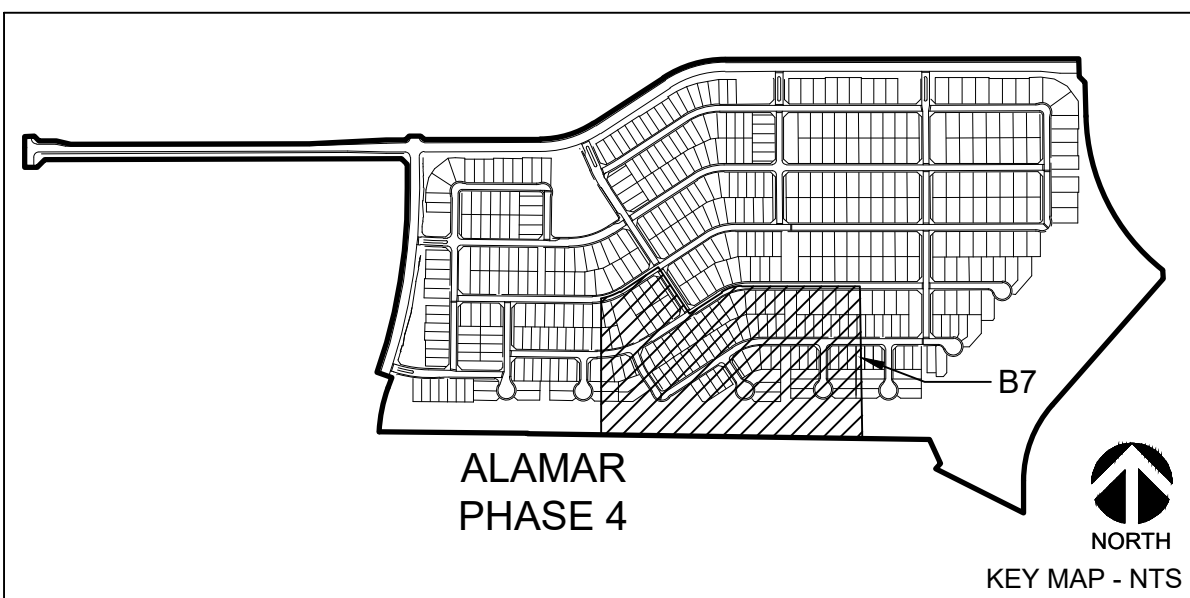
MATCH LINE H, SEE SHEET LP-202

MATCH LINE G, SEE SHEET LP-203

MATCH LINE B, SEE SHEET LP-203

MATCH LINE F, SEE SHEET LP-204

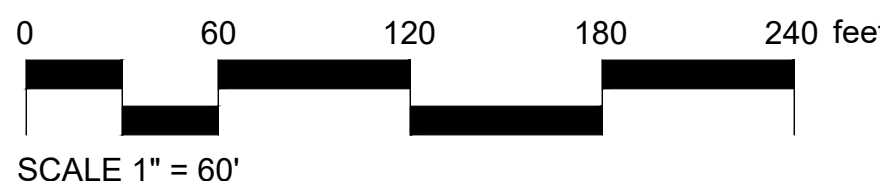
MATCH LINE I, SEE SHEET LP-206



- INERT MATERIALS SCHEDULE
- ENGINEERED WOOD FIBER
 - COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
 - NATURAL DESERT PAVEMENT 3" Minus - Express Caramel by Granite Express
 - PLAYGROUND SAND
 - DRAINAGE BASINS 1" Screen Decomposed Granite - Express Caramel by Granite Express

B7 PLANTING PLAN

SCALE: 1"=60'-0"



PLANT SCHEDULE - PHASE 4

TREES	BOTANICAL / COMMON NAME
	Acacia aneura / Mulga
	Bauhinia x blakeana / Hong Kong Orchid Tree
	Caesalpinia cacalaco 'Smoothie' TM / Cascalote
	Chilopsis linearis 'Arts Seedless' / Desert Willow
	Dalbergia sissoo / Rosewood
	Olea europaea 'Wilsonii' / Wilson Olive
	Olneya tesota / Desert Ironwood
	Parkinsonia x 'Desert Museum' / Palo Verde
	Pistacia chinensis 'Red Push' / Red Push Pistache
	Prosopis chilensis / Chilean Mesquite
	Prosopis x 'Phoenix' TM / Hybrid Mesquite
	Sophora secundiflora / Texas Mountain Laurel
	Ulmus parvifolia 'Allee' / Allee Lacebark Elm
SHRUBS	BOTANICAL / COMMON NAME
	Acacia redolens / Bank Catclaw
	Agave murpheyi 'Rodney' / Varigated Murphey's Agave
	Agave parryi / Parry's Agave
	Agave weberi / Weber's Agave
	Aloe x 'Blue Elf' / Aloe
	Ambrosia deltoidea / Triangle Bur Ragweed
	Asclepias subulata / Rush Milkweed
	Bougainvillea x 'La Jolla' / Bougainvillea
	Bougainvillea x 'Rosenka' / Bougainvillea
	Caesalpinia pulcherrima / Red Bird Of Paradise
	Callistemon citrinus 'Little John' / Dwarf Bottle Brush
	Convolvulus neorum / Bush Morning Glory
	Cordia parvifolia / Small-Leaf Geigertree
	Dasylirotrion wheeleri / Grey Desert Spoon
	Dodonaea viscosa 'Green' / Green Hopseed Bush
	Encelia farinosa / Brittle Bush
	Eremophila glabra 'Mingenew Gold' / Emu Bush
	Eremophila glabra carnososa / Winter Blaze Emu Bush
	Euphorbia rigida / Yellow Spurge
	Hesperaloe funifera / Giant Yucca
	Hesperaloe parviflora 'Brakelights' TM / Red Yucca
	Justicia spicigera / Mexican Honeysuckle
	Lantana camara 'Dallas Red' / Dallas Red Lantana
	Lantana montevidensis 'Purple' / Purple Trailing Lantana
	Lantana x 'New Gold' / New Gold Lantana
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	Leucophyllum langmaniae 'Rio Bravo' TM / Rio Bravo Sage
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	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary
	Ruellia brittoniana / Blue Bells
	Tecoma x 'Crimson Flare' / Red Yellow Bells
	Tecoma x 'Orange Jubilee' / Orange Jubilee Yellow Bells
	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells
	Vauquelinia californica / Arizona Rosewood
TURF	BOTANICAL / COMMON NAME
	Cynodon dactylon 'Midiron' / Bermuda Grass

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PROJECT PHASE

☒	PRELIMINARY PLAT	11.09.20
☐	CONSTRUCTION DOCUMENTS	
☐	ISSUE FOR BID SET	
☐	ISSUE FOR CONSTRUCTION	

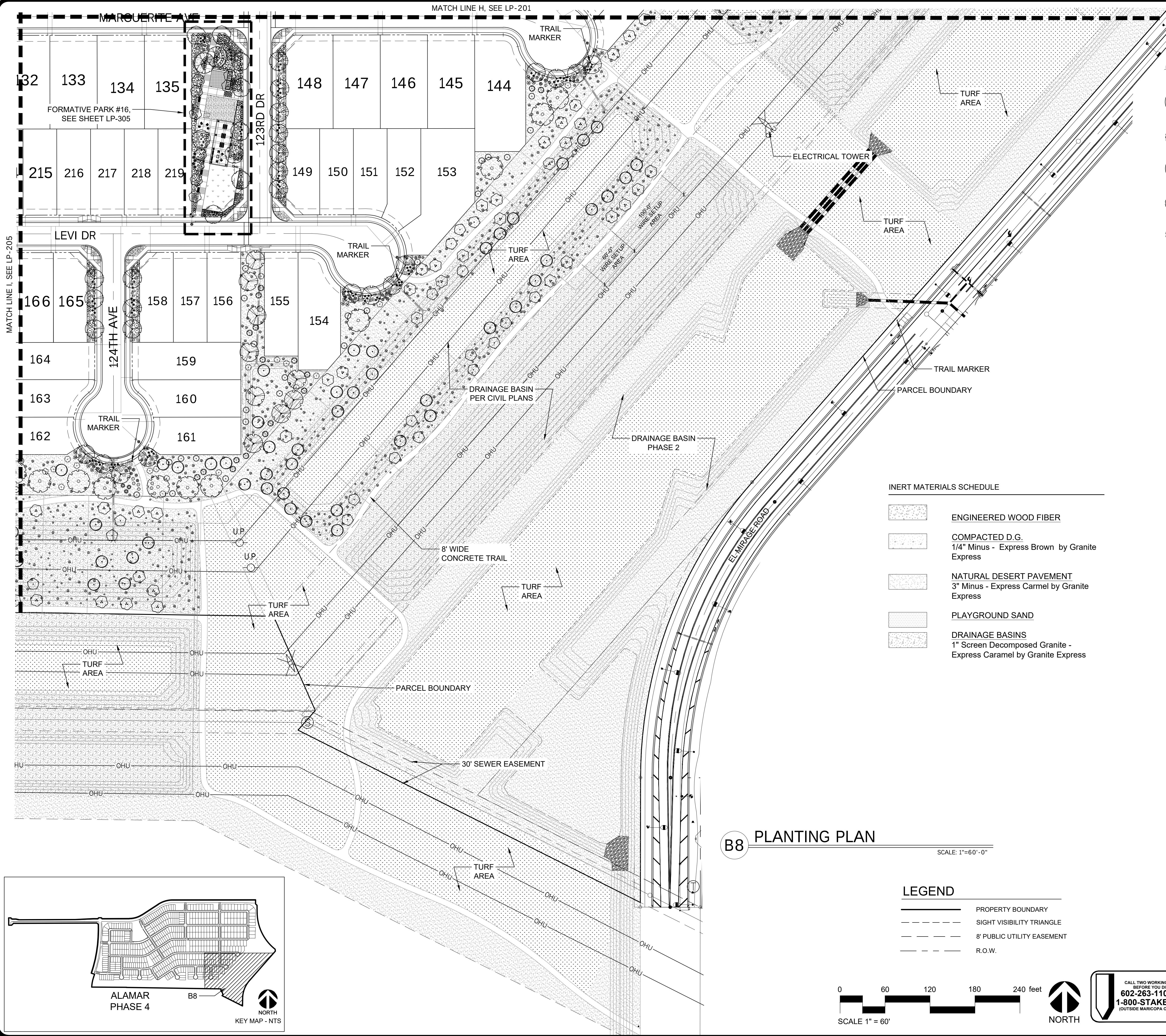
REVISIONS

NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
PLANTING PLAN

LP-205
11 OF 25 SHEETS

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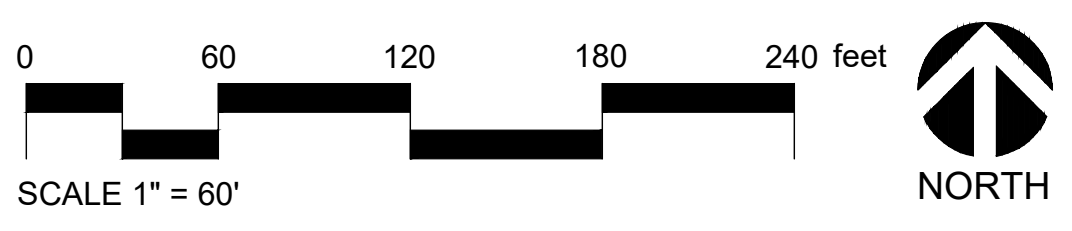


PLANT SCHEDULE - PHASE 4	
TREES	BOTANICAL / COMMON NAME
	Acacia aneura / Mulga
	Bauhinia x blakeana / Hong Kong Orchid Tree
	Caesalpinia cacalaco 'Smoothie' TM / Cascalote
	Chilopsis linearis 'Arts Seedless' / Desert Willow
	Dalbergia sissoo / Rosewood
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	Ulmus parvifolia 'Allee' / Allee Lacebark Elm
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	Convolvulus neorum / Bush Morning Glory
	Cordia parvifolia / Small-Leaf Geigertree
	Dasyliroia wheeleri / Grey Desert Spoon
	Dodonaea viscosa 'Green' / Green Hopseed Bush
	Encelia farinosa / Brittle Bush
	Eremophila glabra 'Mingenew Gold' / Emu Bush
	Eremophila glabra carnosia / Winter Blaze Emu Bush
	Euphorbia rigida / Yellow Spurge
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	Hesperaloe parviflora 'Brakelights' TM / Red Yucca
	Justicia spicigera / Mexican Honeysuckle
	Lantana camara 'Dallas Red' / Dallas Red Lantana
	Lantana montevidensis 'Purple' / Purple Trailing Lantana
	Lantana x 'New Gold' / New Gold Lantana
	Larrea tridentata / Creosote Bush
	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger
	Leucophyllum frutescens 'Green Cloud' TM / Texas Ranger
	Leucophyllum langmaniae 'Lowery's Legacy' / Cenizo
	Leucophyllum langmaniae 'Rio Bravo' TM / Rio Bravo Sage
	Nerium oleander 'Petite Pink' / Petite Pink Oleander
	Opuntia santa-rita 'Tubac' TM / Santa Rita Pricklypear
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary
	Ruellia brittoniana / Blue Bells
	Tecoma x 'Crimson Flare' / Red Yellow Bells
	Tecoma x 'Orange Jubilee' / Orange Jubilee Yellow Bells
	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells
	Vauquelinia californica / Arizona Rosewood
TURF	BOTANICAL / COMMON NAME
	Cynodon dactylon 'Midiron' / Bermuda Grass

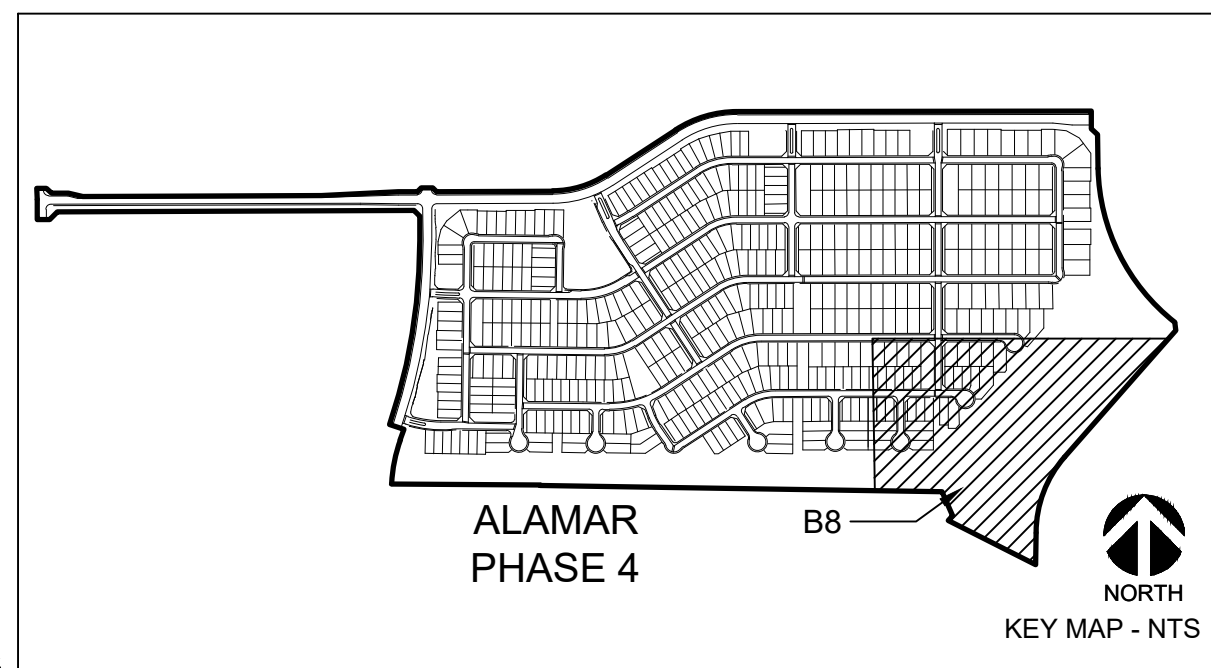
INERT MATERIALS SCHEDULE	
	ENGINEERED WOOD FIBER
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
	PLAYGROUND SAND
	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Carmel by Granite Express

B8 PLANTING PLAN
SCALE: 1"=60'-0"

LEGEND	
	PROPERTY BOUNDARY
	SIGHT VISIBILITY TRIANGLE
	8' PUBLIC UTILITY EASEMENT
	R.O.W.



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PROJECT PHASE

☒	PRELIMINARY PLAT
☐	CONSTRUCTION DOCUMENTS
☐	ISSUE FOR BID SET
☐	ISSUE FOR CONSTRUCTION

REVISIONS

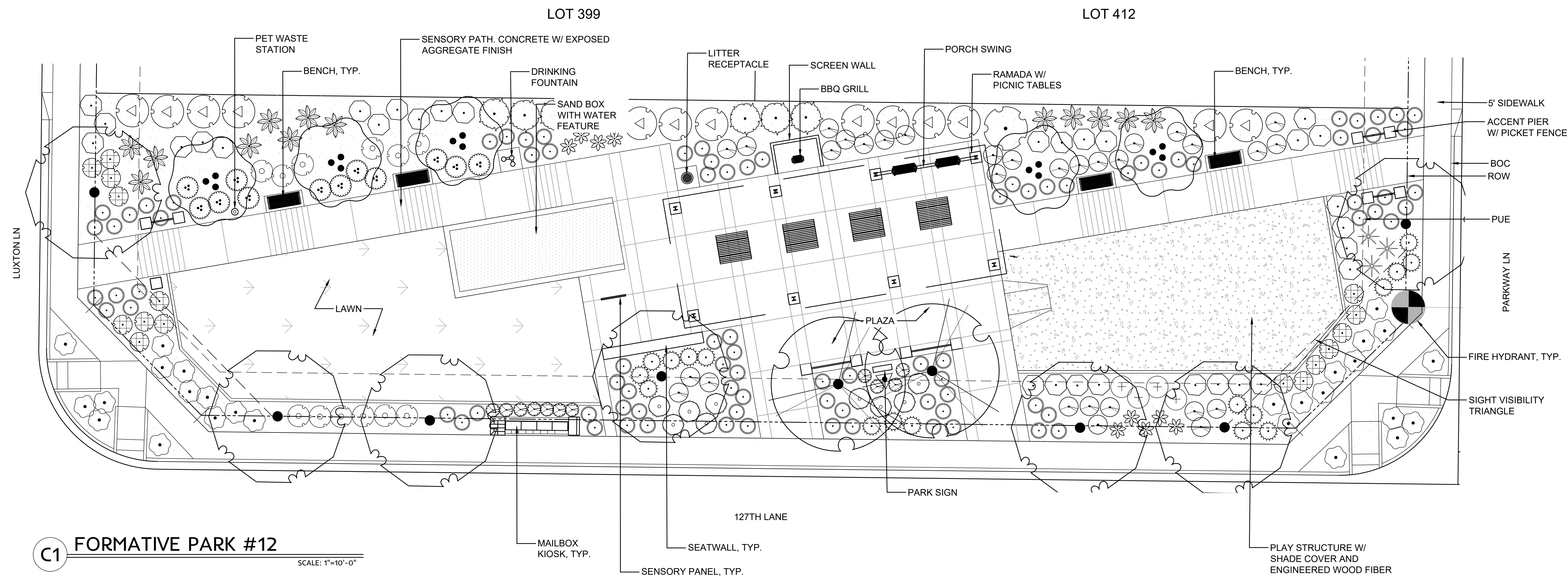
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
PLANTING PLAN

DRAWN	SY
CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	

LP-206
12 OF 25 SHEETS

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C1 FORMATIVE PARK #12
SCALE: 1"=10'-0"

PLANT SCHEDULE FORMATIVE PARK #12

TREES	BOTANICAL / COMMON NAME	CONT	QTY
	Caesalpinia cacalaco 'Smoothie'™ / Cascalote	24" Box	5
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	2
	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	7
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Asclepias subulata / Rush Milkweed	1 gal	11
	Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	9
	Convolvulus cneorum / Bush Morning Glory	1 Gal.	16
	Dasyllirion wheeleri / Grey Desert Spoon	5 Gal.	3
	Dodonaea viscosa 'Green' / Green Hopseed Bush	5 Gal.	6
	Eremophila glabra 'Mingenew Gold' / Emu Bush	1 Gal.	17
	Eremophila glabra carnososa / Winter Blaze Emu Bush	1 Gal.	12
	Hesperaloe funifera / Giant Yucca	5 Gal.	13
	Hesperaloe parviflora 'Brakelights'™ / Brakelights Red Yucca	1 Gal.	9
	Lantana camara 'Dallas Red' / Dallas Red Lantana	1 Gal.	12
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	90
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	33

PLANT SCHEDULE FORMATIVE PARK #12

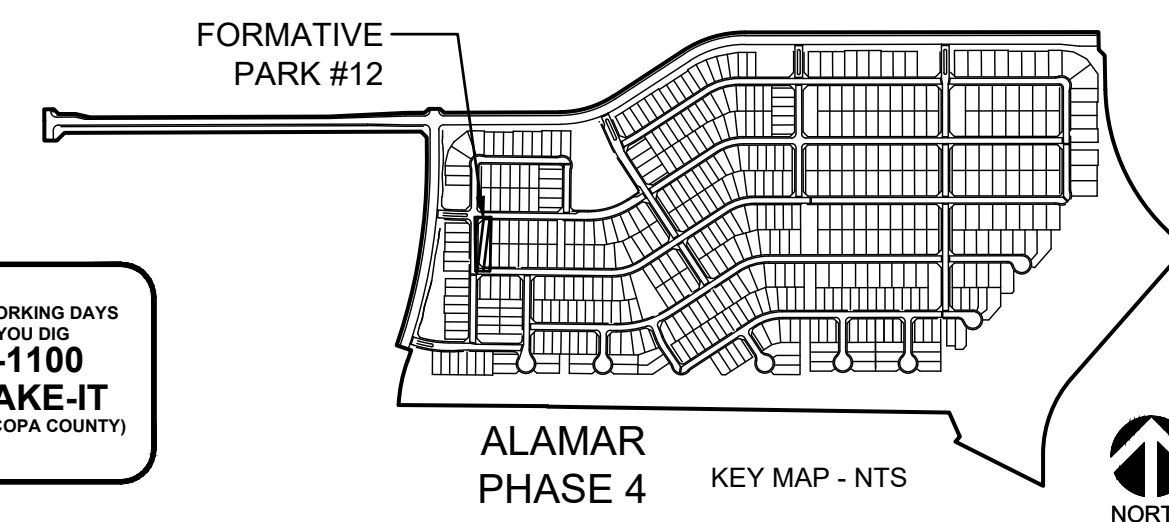
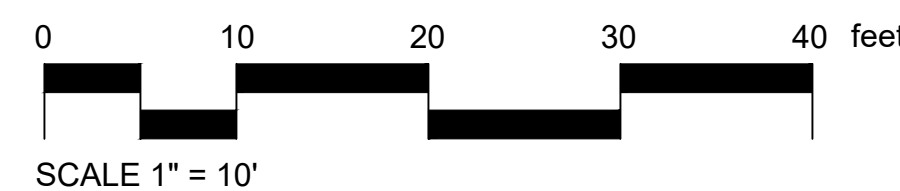
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 Gal.	17
	Ruellia brittoniana / Blue Bells	1 Gal.	31
	Tecoma x 'Crimson Flare' / Red Yellow Bells	5 Gal.	13
	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells	5 gal	4
	Vauquelinia californica / Arizona Rosewood	5 Gal.	1

INERT MATERIALS SCHEDULE

	ENGINEERED WOOD FIBER
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
	PLAYGROUND SAND
	TURF SOD
	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Caramel by Granite Express

LEGEND

	PROPERTY BOUNDARY
	SIGHT VISIBILITY TRIANGLE
	8' PUBLIC UTILITY EASEMENT
	R.O.W.



ALAMAR
PHASE 4 KEY MAP - NTS

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PROJECT PHASE

●	PRELIMINARY PLAT
○	CONSTRUCTION DOCUMENTS
○	ISSUE FOR BID SET
○	ISSUE FOR CONSTRUCTION

REVISIONS

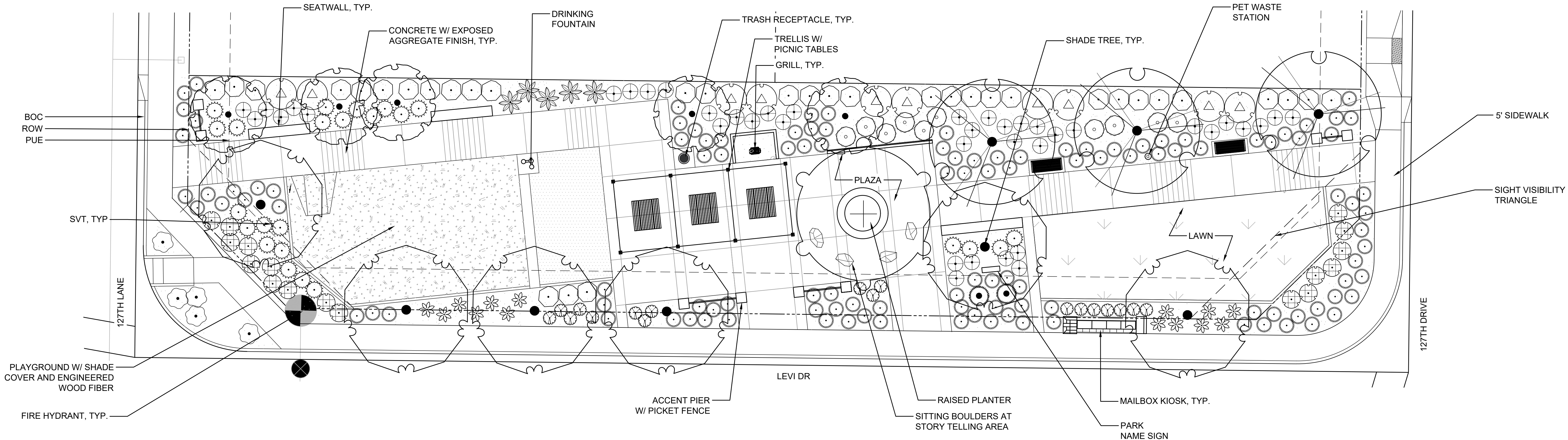
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
FORMATIVE PARK #12 - ENLARGEMENT PLAN

DRAWN	SY
CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	LP-301
	13 OF 25 SHEETS

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C2 FORMATIVE PARK #13
SCALE: 1"=10'-0"

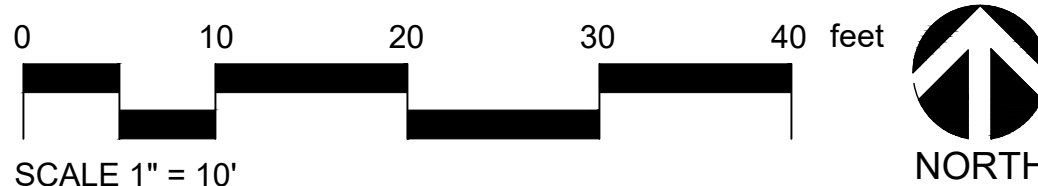
PLANT SCHEDULE FORMATIVE PARK #13

TREES	BOTANICAL / COMMON NAME	CONT	QTY	f
	Parkinsonia x 'Desert Museum' / Desert Museum Palo Verde	24" Box	3	
	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	.	
	Sophora secundiflora / Texas Mountain Laurel	24" Box	5	
	Ulmus parvifolia 'Allee' / Allee Lacebark Elm	24" Box	1	
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY	f
	Agave murpheyi 'Rodney' / Varigated Murphey's Agave	5 Gal.	2	
	Asclepias subulata / Rush Milkweed	1 gal	18	
	Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	10	
	Convolvulus cneorum / Bush Morning Glory	1 Gal.	17	
	Eremophila glabra 'Mingenew Gold' / Emu Bush	1 Gal.	5	
	Hesperaloe funifera / Giant Yucca	5 Gal.	5	
	Hesperaloe parviflora 'Brakelights' TM / Brakelights Red Yucca	1 Gal.	14	
	Justicia spicigera / Mexican Honeysuckle	5 gal	41	
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	119	
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	34	
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 Gal.	24	
	Tecoma x 'Crimson Flare' / Red Yellow Bells	5 Gal.	10	

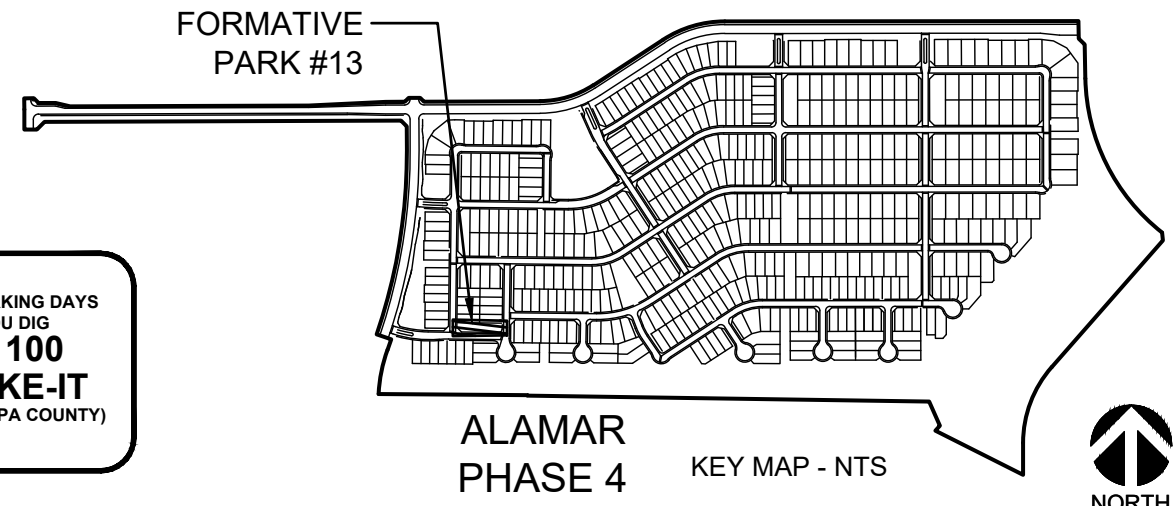
INERT MATERIALS SCHEDULE

	ENGINEERED WOOD FIBER
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
	PLAYGROUND SAND
	TURF SOD
	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Caramel by Granite Express

- LEGEND
- PROPERTY BOUNDARY
 - SIGHT VISIBILITY TRIANGLE
 - 8' PUBLIC UTILITY EASEMENT
 - R.O.W.



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☐	CONSTRUCTION DOCUMENTS
☐	ISSUE FOR BID SET
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REVISIONS

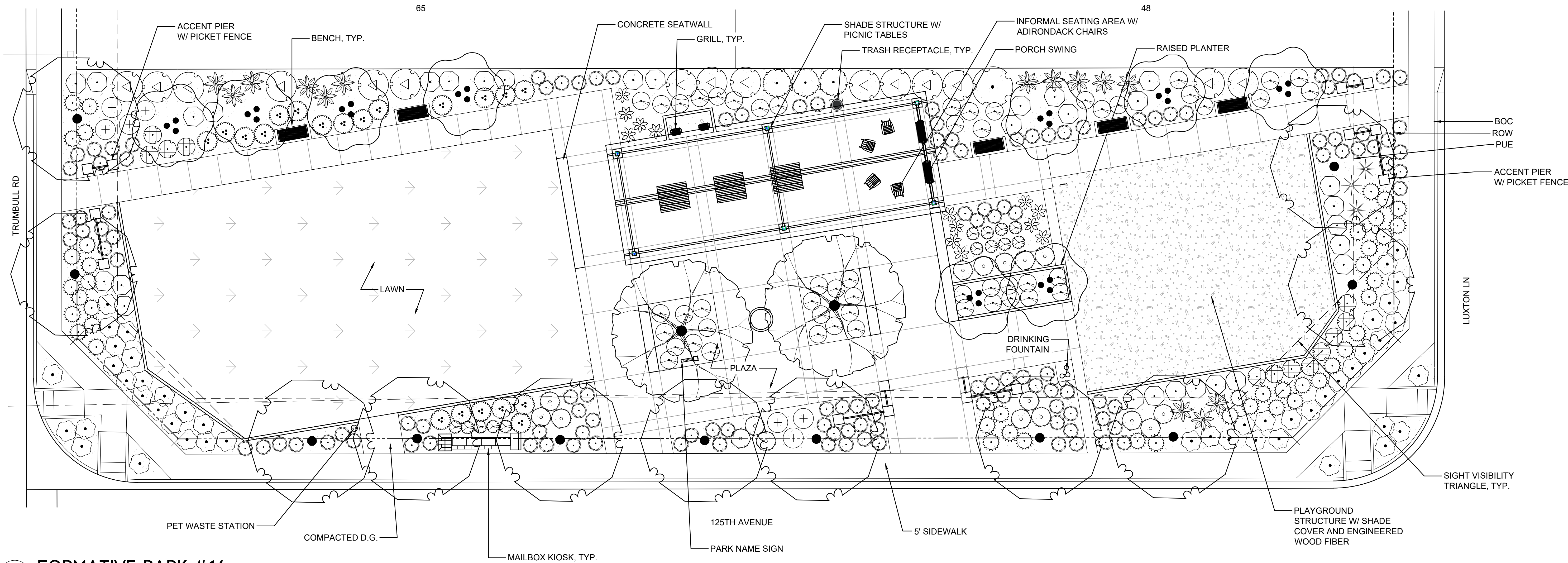
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1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
FORMATIVE PARK #13 - ENLARGEMENT PLAN

ALAMAR - PHASE 4
KEY MAP - NTS

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DATE 11/09/20
SCALE AS SHOWN
JOB NO. 1704
SHEET
LP-302
14 OF 25 SHEETS

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C3 FORMATIVE PARK #14

SCALE: 1"=10'-0"

PLANT SCHEDULE FORMATIVE PARK #14

TREES	BOTANICAL / COMMON NAME	CONT	QTY
	Caesalpinia cacalaco 'Smoothie' TM / Cascalote	24" Box	9
	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	11
	Prosopis chilensis / Chilean Mesquite	24" Box	2
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Asclepias subulata / Rush Milkweed	1 gal	13
	Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	17
	Convolvulus cneorum / Bush Morning Glory	1 Gal.	12
	Dasylirion wheeleri / Grey Desert Spoon	5 Gal.	3
	Dodonaea viscosa 'Green' / Green Hopseed Bush	5 Gal.	3
	Eremophila glabra 'Mingenew Gold' / Emu Bush	1 Gal.	37
	Eremophila glabra carnososa / Winter Blaze Emu Bush	1 Gal.	20
	Hesperaloe funifera / Giant Yucca	5 Gal.	14
	Hesperaloe parviflora 'Brakelights' TM / Brakelights Red Yucca	1 Gal.	13
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	128
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	30

PLANT SCHEDULE FORMATIVE PARK #14

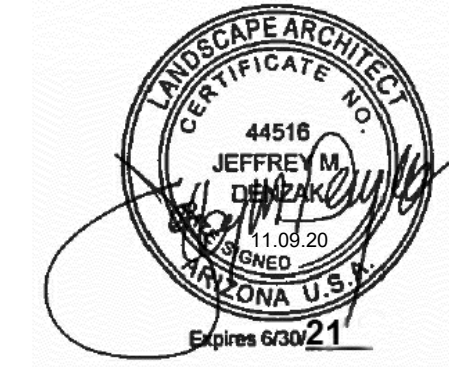
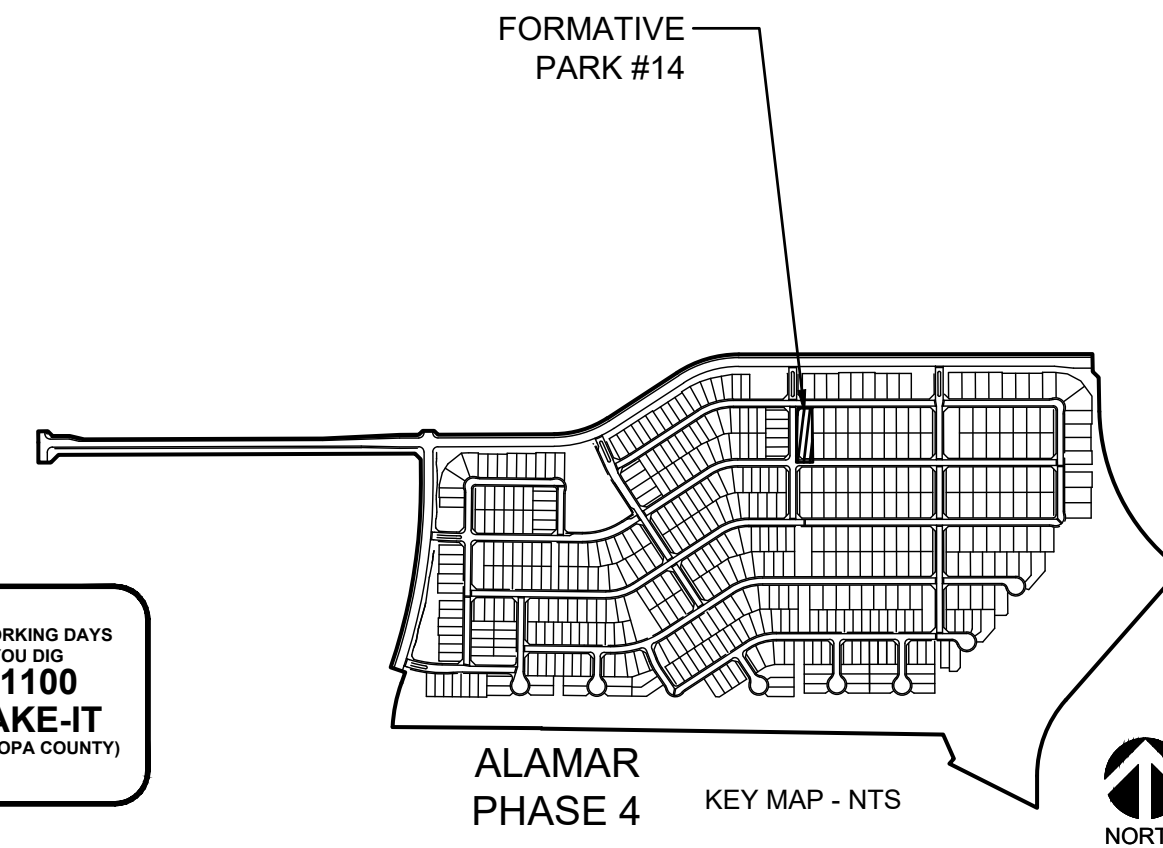
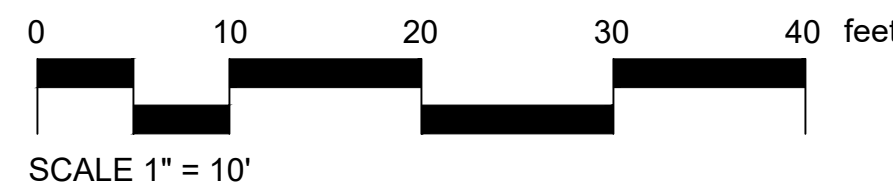
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 Gal.	45
	Ruellia brittoniana / Blue Bells	1 Gal.	52
	Tecoma x 'Crimson Flare' / Red Yellow Bells	5 Gal.	15
	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells	5 gal	.
	Vauquelinia californica / Arizona Rosewood	5 Gal.	1

INERT MATERIALS SCHEDULE

	ENGINEERED WOOD FIBER
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
	PLAYGROUND SAND
	TURF SOD
	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Caramel by Granite Express

LEGEND

	PROPERTY BOUNDARY
	SIGHT VISIBILITY TRIANGLE
	8' PUBLIC UTILITY EASEMENT
	R.O.W.



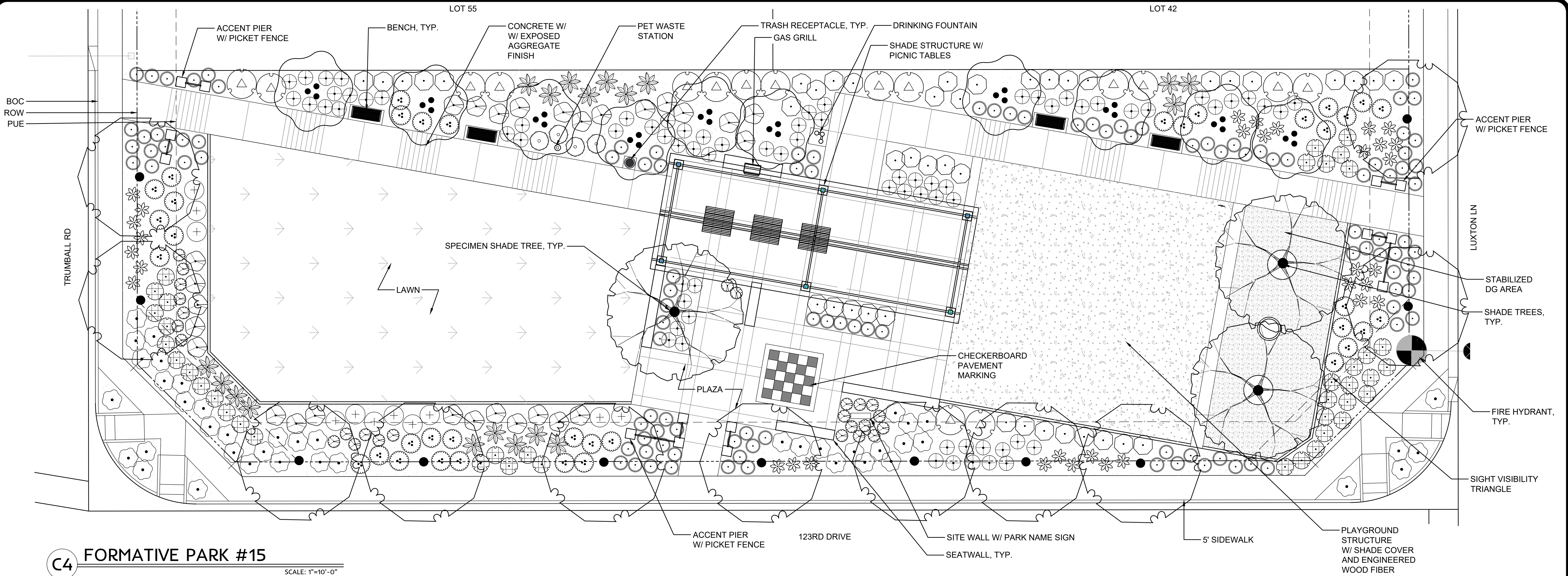
PROJECT PHASE		
☒	PRELIMINARY PLAT	11.09.20
☐	CONSTRUCTION DOCUMENTS	
☐	ISSUE FOR BID SET	
☐	ISSUE FOR CONSTRUCTION	

REVISIONS		
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
FORMATIVE PARK #14 - ENLARGEMENT PLAN

DRAWN	SY
CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	
LP-303	
15 OF 25 SHEETS	

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C4 FORMATIVE PARK #15

SCALE: 1"=10'-0"

PLANT SCHEDULE FORMATIVE PARK #15

TREES	BOTANICAL / COMMON NAME	CONT	QTY
	Caesalpinia cacalaco 'Smoothie' TM / Cascalote	24" Box	10
	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	11
	Prosopis chilensis / Chilean Mesquite	24" Box	3
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Asclepias subulata / Rush Milkweed	1 gal	30
	Bougainvillea x 'Rosenka' / Bougainvillea	5 Gal.	4
	Convolvulus cneorum / Bush Morning Glory	1 Gal.	40
	Eremophila glabra 'Mingenew Gold' / Emu Bush	1 Gal.	33
	Eremophila glabra carnososa / Winter Blaze Emu Bush	1 Gal.	38
	Hesperaloe funifera / Giant Yucca	5 Gal.	19
	Hesperaloe parviflora 'Brakelights' TM / Brakelights Red Yucca	1 Gal.	33
	Justicia spicigera / Mexican Honeysuckle	5 gal	75
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	119
	Leucophyllum langmaniae 'Rio Bravo' TM / Barometerbush	5 Gal.	28
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	43

PLANT SCHEDULE FORMATIVE PARK #15

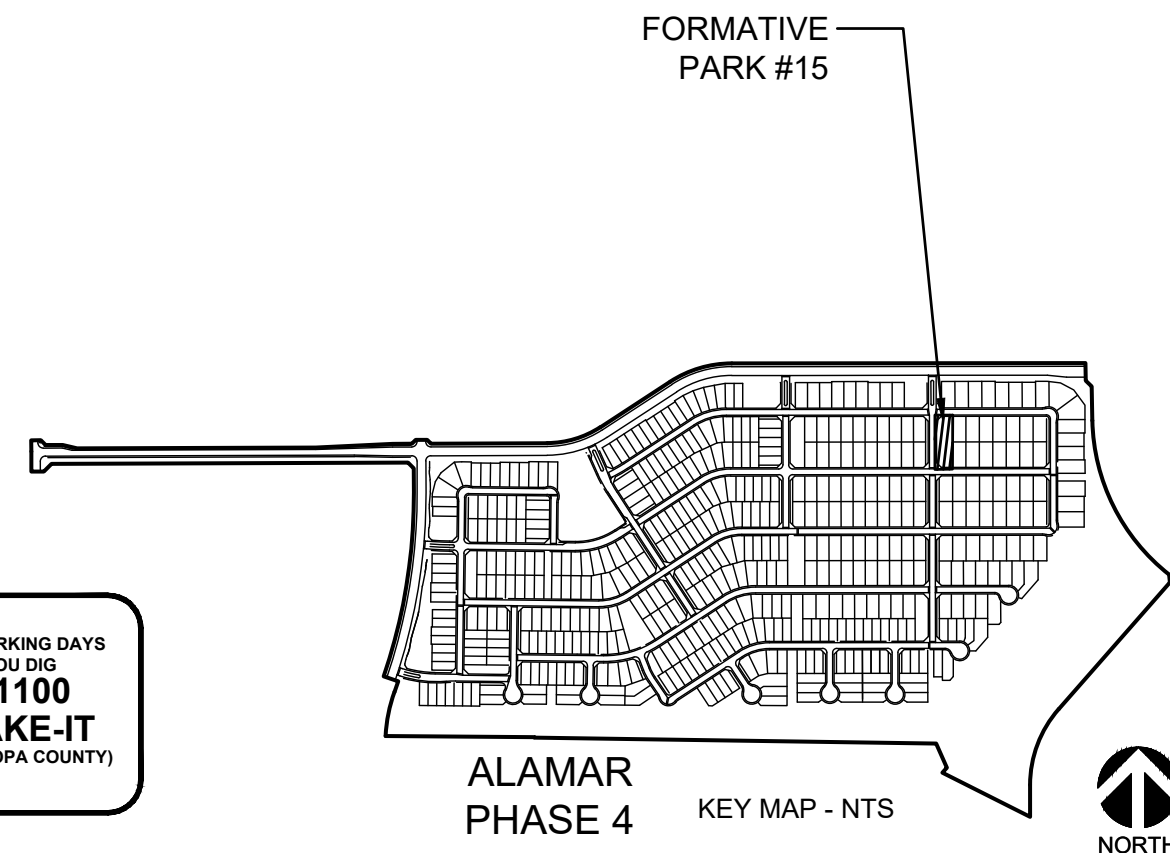
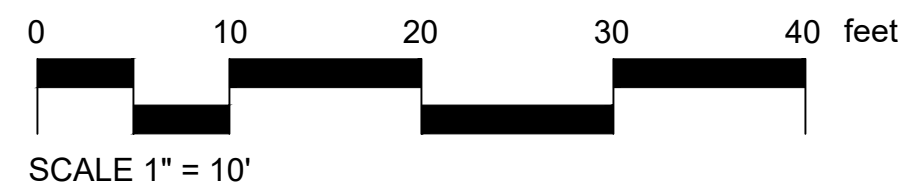
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Tecoma x 'Crimson Flare' / Red Yellow Bells	5 Gal.	16
	Tecoma x 'Sierra Apricot' / Sierra Apricot Yellow Bells	5 gal	11

INERT MATERIALS SCHEDULE

	ENGINEERED WOOD FIBER
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
	PLAYGROUND SAND
	TURF SOD
	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Caramel by Granite Express

LEGEND

	PROPERTY BOUNDARY
	SIGHT VISIBILITY TRIANGLE
	8' PUBLIC UTILITY EASEMENT
	R.O.W.



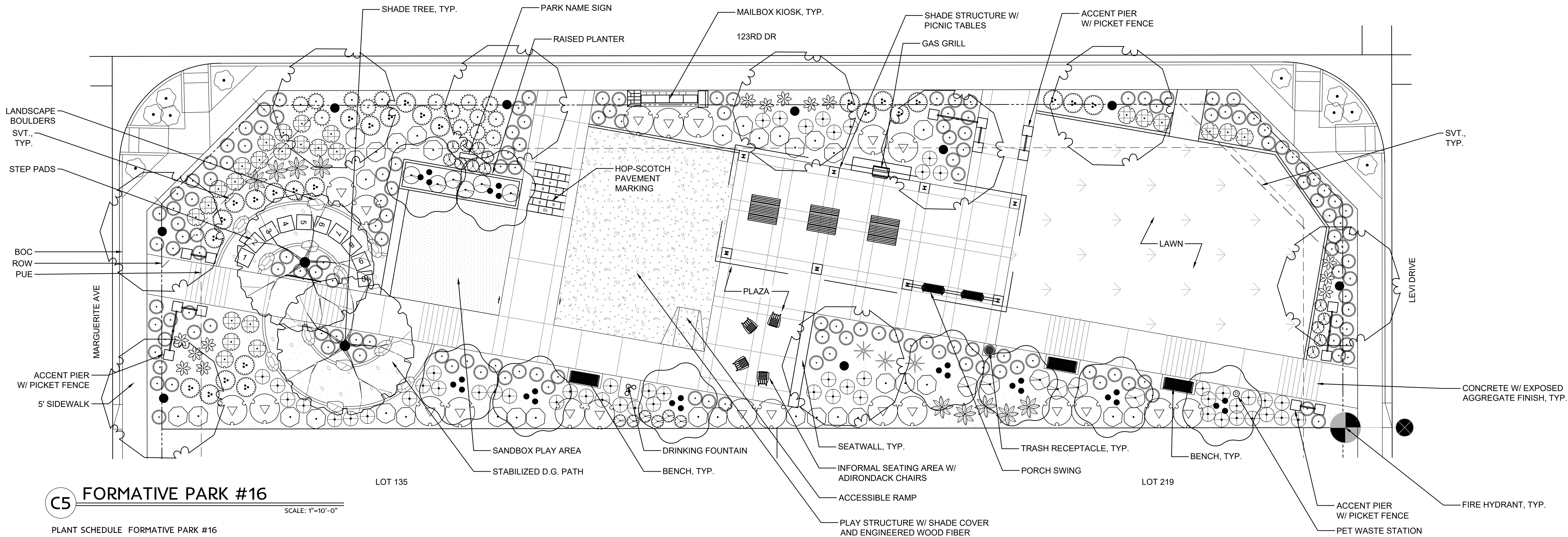
PROJECT PHASE	
☒	PRELIMINARY PLAT
☐	CONSTRUCTION DOCUMENTS
☐	ISSUE FOR BID SET
☐	ISSUE FOR CONSTRUCTION

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NO.	DESCRIPTION	DATE
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ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
FORMATIVE PARK #15 - ENLARGEMENT PLAN

DRAWN	SY
CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	
LP-304	
16 OF 25 SHEETS	

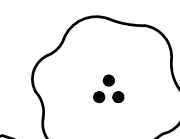
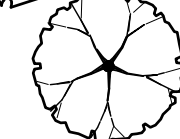
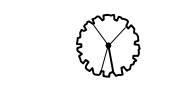
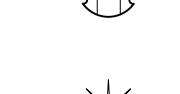
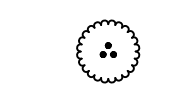
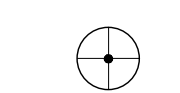
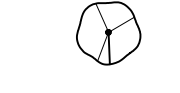
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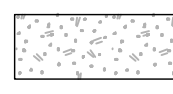
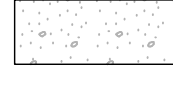
C5 FORMATIVE PARK #16

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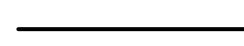
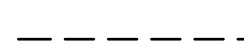
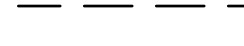
PLANT SCHEDULE FORMATIVE PARK #16

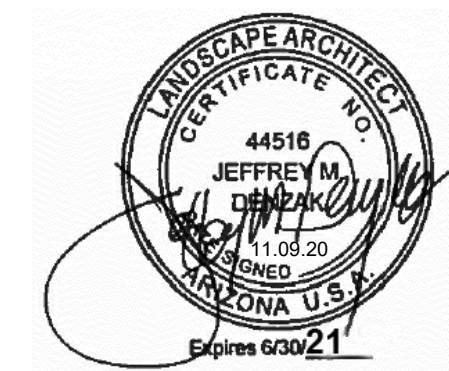
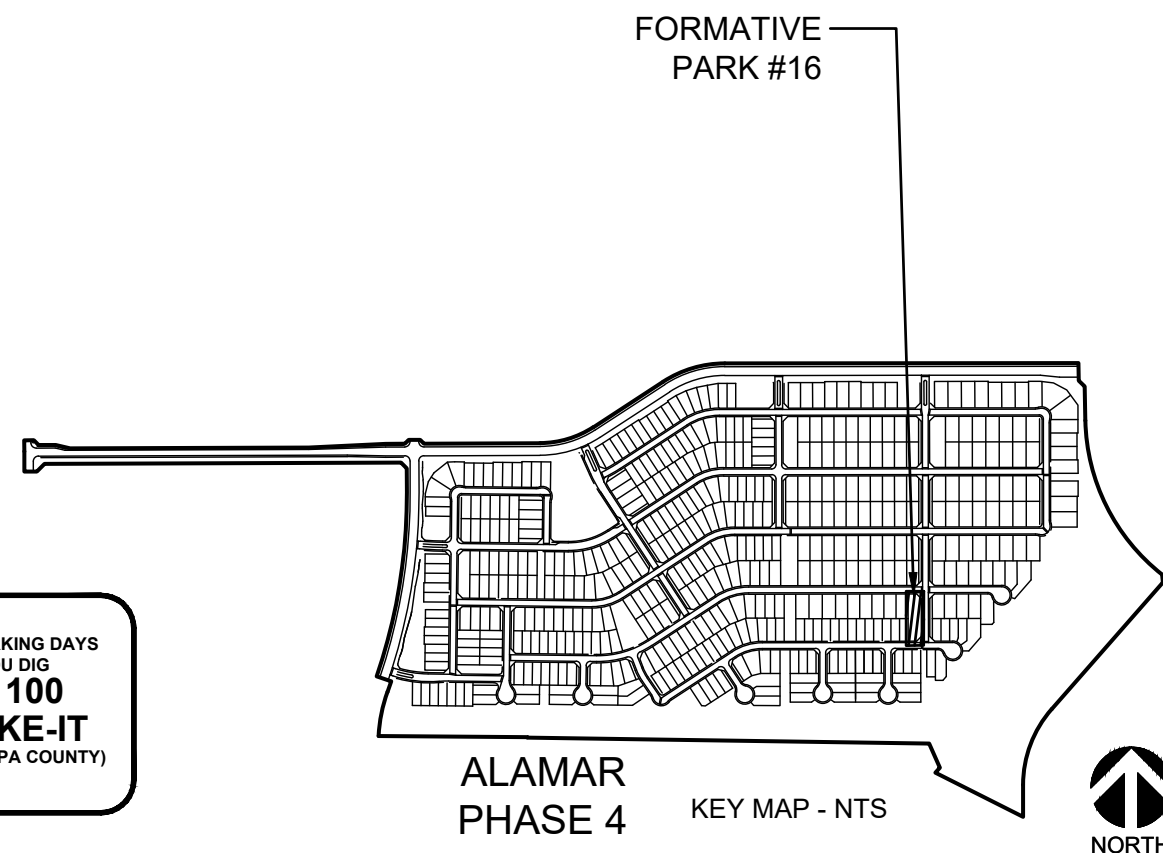
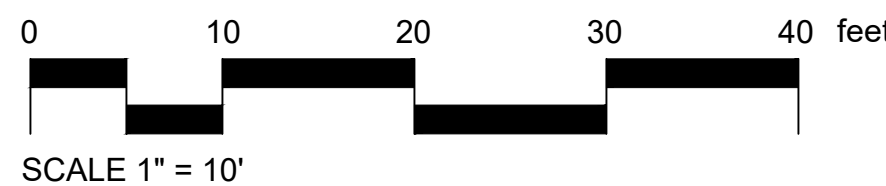
TREES	BOTANICAL / COMMON NAME	CONT	QTY
	Caesalpinia cacalaco 'Smoothie' TM / Cascalote	24" Box	9
	Pistacia chinensis 'Red Push' / Red Push Chinese Pistache	24" Box	9
	Prosopis chilensis / Chilean Mesquite	24" Box	2
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Asclepias subulata / Rush Milkweed	1 gal	19
	Convolvulus cneorum / Bush Morning Glory	1 Gal.	25
	Dasyliion wheeleri / Grey Desert Spoon	5 Gal.	3
	Eremophila glabra carnososa / Winter Blaze Emu Bush	1 Gal.	26
	Hesperaloe funifera / Giant Yucca	5 Gal.	9
	Hesperaloe parviflora 'Brakelights' TM / Brakelights Red Yucca	1 Gal.	13
	Justicia spicigera / Mexican Honeysuckle	5 gal	53
	Lantana x 'New Gold' / New Gold Lantana	1 Gal.	158
	Leucophyllum langmaniae 'Rio Bravo' TM / Barometerbush	5 Gal.	6
	Nerium oleander 'Petite Pink' / Petite Pink Oleander	1 Gal.	35
	Rosmarinus officinalis 'Prostratus' / Dwarf Rosemary	1 Gal.	15
	Ruellia brittoniana / Blue Bells	1 Gal.	6
	Tecoma x 'Crimson Flare' / Red Yellow Bells	5 Gal.	21

INERT MATERIALS SCHEDULE

	ENGINEERED WOOD FIBER
	COMPACTED D.G. 1/4" Minus - Express Brown by Granite Express
	NATURAL DESERT PAVEMENT 3" Minus - Express Carmel by Granite Express
	PLAYGROUND SAND
	TURF SOD
	DRAINAGE BASINS 1" Screen Decomposed Granite - Express Caramel by Granite Express

LEGEND

	PROPERTY BOUNDARY
	SIGHT VISIBILITY TRIANGLE
	8' PUBLIC UTILITY EASEMENT
	R.O.W.



PROJECT PHASE	
☒	PRELIMINARY PLAT
☐	CONSTRUCTION DOCUMENTS
☐	ISSUE FOR BID SET
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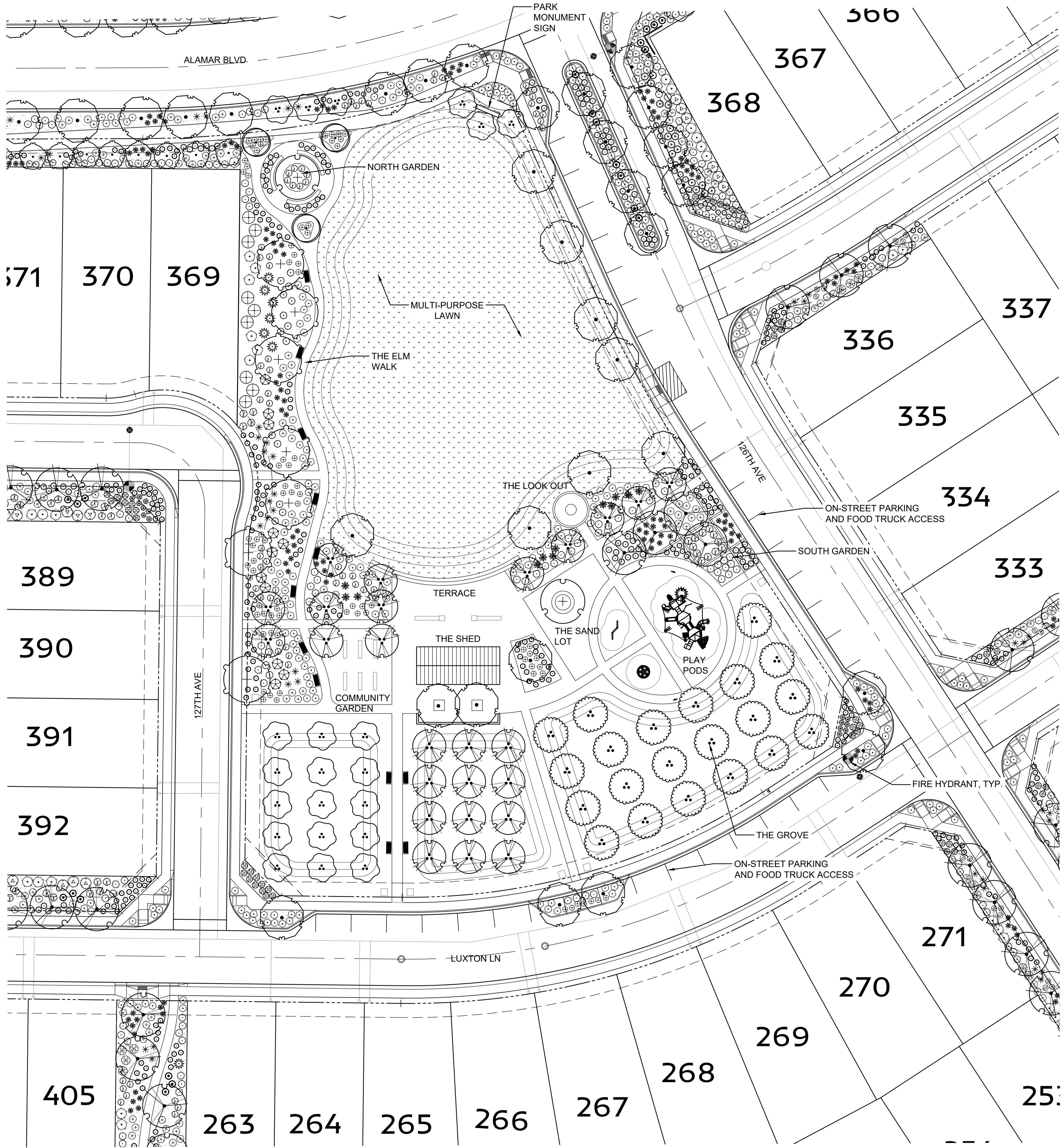
REVISIONS		
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
FORMATIVE PARK #16 - ENLARGEMENT PLAN

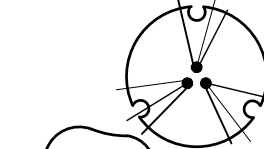
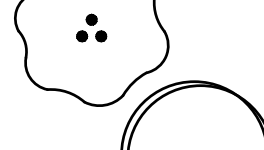
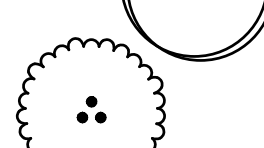
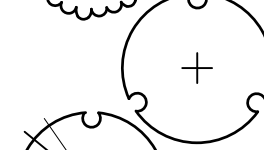
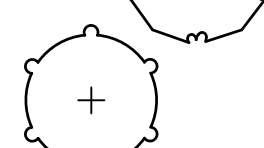
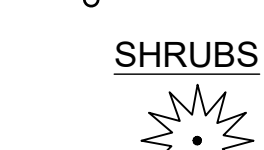
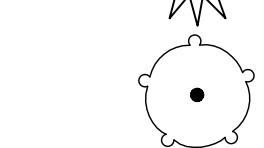
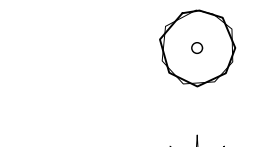
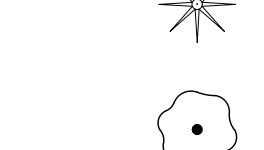
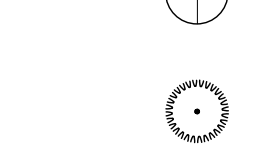
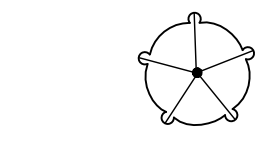
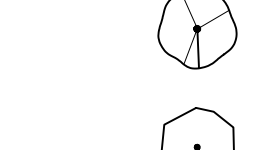
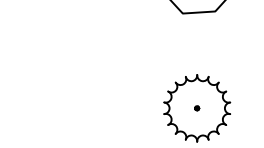
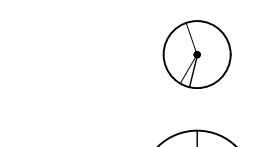
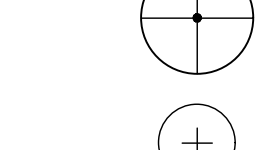
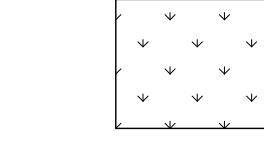
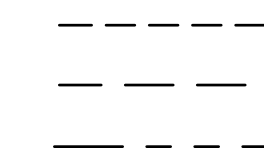
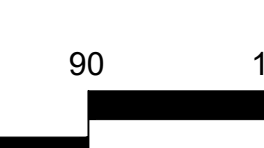
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JOB NO.	1704
SHEET	
LP-305	
17 OF 25 SHEETS	

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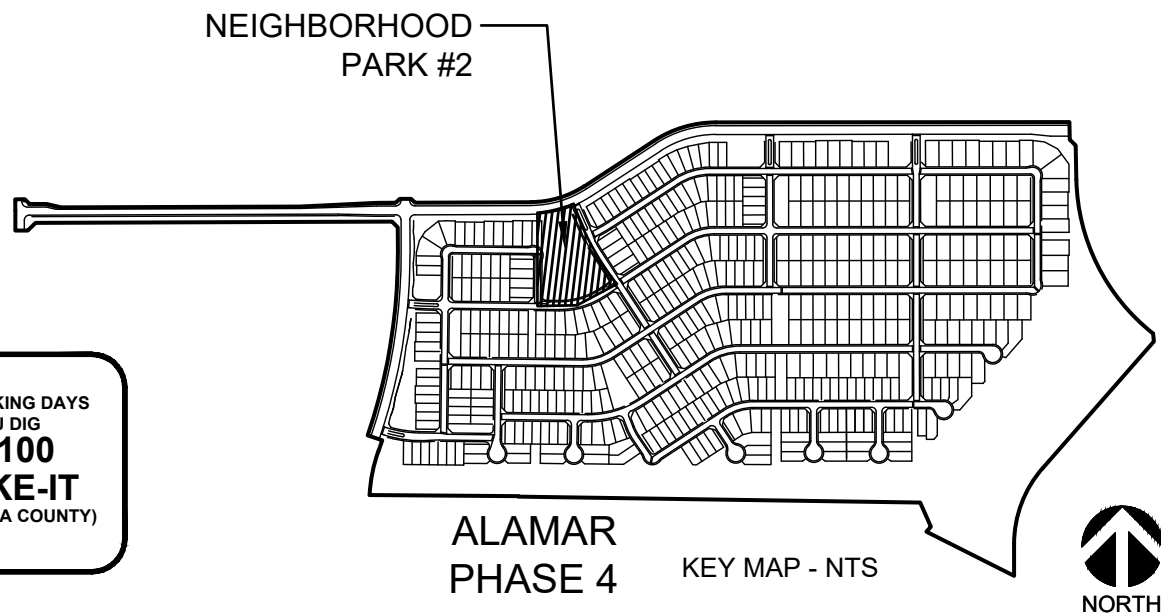
C6 NEIGHBORHOOD PARK #2
SCALE: 1"=10'-0"

PLANT SCHEDULE NEIGHBORHOOD PARK #2

TREES	BOTANICAL / COMMON NAME	CONT	QTY
	Bauhinia x blakeana / Hong Kong Orchid Tree	24" Box	25
	Caesalpinia cacalaco `Smoothie` TM / Cascalote	24" Box	18
	Chilopsis linearis `Arts Seedless` / Desert Willow	15 Gal.	3
	Olea europaea `Wilsonii` / Wilson Olive	24" Box	21
	Olneya tesota / Desert Ironwood	24" Box	2
	Parkinsonia x `Desert Museum` / Desert Museum Palo Verde	24" Box	4
	Pistacia chinensis `Red Push` / Red Push Chinese Pistache	24" Box	13
	Ulmus parvifolia `Allee` / Allee Lacebark Elm	24" Box	7
SHRUBS	BOTANICAL / COMMON NAME	CONT	QTY
	Agave weberi / Weber's Agave	5 Gal.	6
	Bougainvillea x `La Jolla` / Bougainvillea	1 Gal.	6
	Bougainvillea x `Rosenka` / Bougainvillea	5 Gal.	14
	Dasyliroium wheeleri / Grey Desert Spoon	5 Gal.	13
	Eremophila glabra `Mingenew Gold` / Emu Bush	1 Gal.	87
	Hesperaloe funifera / Giant Yucca	5 Gal.	12
	Hesperaloe parviflora `Brakelights` TM / Brakelights Red Yucca	1 Gal.	47
	Justicia spicigera / Mexican Honeysuckle	5 gal	82
	Lantana x `New Gold` / New Gold Lantana	1 Gal.	127
	Leucophyllum frutescens `Green Cloud` TM / Green Cloud Texas Ranger	5 gal	11
	Leucophyllum langmaniae `Rio Bravo` TM / Barometerbush	5 Gal.	16
	Nerium oleander `Petite Pink` / Petite Pink Oleander	1 Gal.	51
	Rosmarinus officinalis `Prostratus` / Dwarf Rosemary	1 Gal.	23
	Ruellia brittoniana / Blue Bells	1 Gal.	41
	Tecoma x `Orange Jubilee` / Orange Jubilee Yellow Bells	15 gal	9
	Tecoma x `Sierra Apricot` / Sierra Apricot Yellow Bells	5 gal	34
GROUND COVERS	BOTANICAL / COMMON NAME	CONT	QTY
	Cynodon dactylon `Midiron` / Bermuda Grass	Sod	39,171 sf

LEGEND

- PROPERTY BOUNDARY
- SIGHT VISIBILITY TRIANGLE
- 8" PUBLIC UTILITY EASEMENT
- R.O.W.



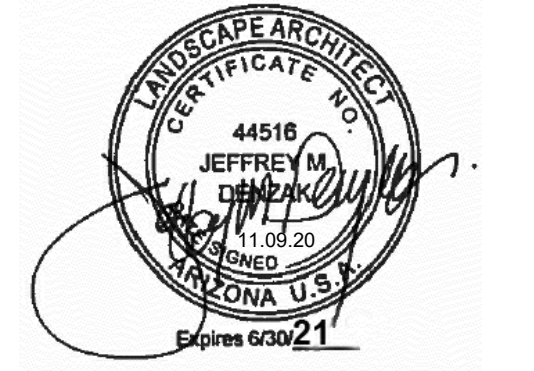
ALAMAR
PHASE 4

KEY MAP - NTS





SWABACK
Architects + Planners
7550 E McDonald Drive
Scottsdale, Arizona 85250
480.367.2100 www.swaback.com



PROJECT PHASE
● PRELIMINARY PLAT
○ CONSTRUCTION DOCUMENTS
○ ISSUE FOR BID SET
○ ISSUE FOR CONSTRUCTION

REVISIONS

NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
NEIGHBORHOOD PARK #2 - ENLARGEMENT PLAN

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1 RAMADA SHADE STRUCTURES AT FORMATIVE PARKS

NOTE: CONCEPTUAL IN NATURE, TO BE REFINED AT TIME OF FINAL PLAT SUBMITTAL.



2 CREATIVE PLAY ELEMENTS AT FORMATIVE PARKS

NOTE: CONCEPTUAL IN NATURE, TO BE REFINED AT TIME OF FINAL PLAT SUBMITTAL.



3 PICNIC TABLE

NT.S.

4 TRASH RECEPTACLE

NT.S.

5 SINGLE GRILL BARBEQUE GRILL

NT.S.

6 WATER FOUNTAIN

NT.S.

7 6' LONG BENCH

NT.S.

NOTE: CONCEPTUAL IN NATURE, TO BE REFINED AT TIME OF FINAL PLAT SUBMITTAL.

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LANDSCAPE ARCHITECT
CERTIFICATE
44516
JEFFREY M. SWABACK
DESIGNED
10.08.20
ARIZONA U.S.A.
Expires 03/02/21

PROJECT PHASE		
☒	PRELIMINARY PLAT	11.09.20
☐	CONSTRUCTION DOCUMENTS	
☐	ISSUE FOR BID SET	
☐	ISSUE FOR CONSTRUCTION	

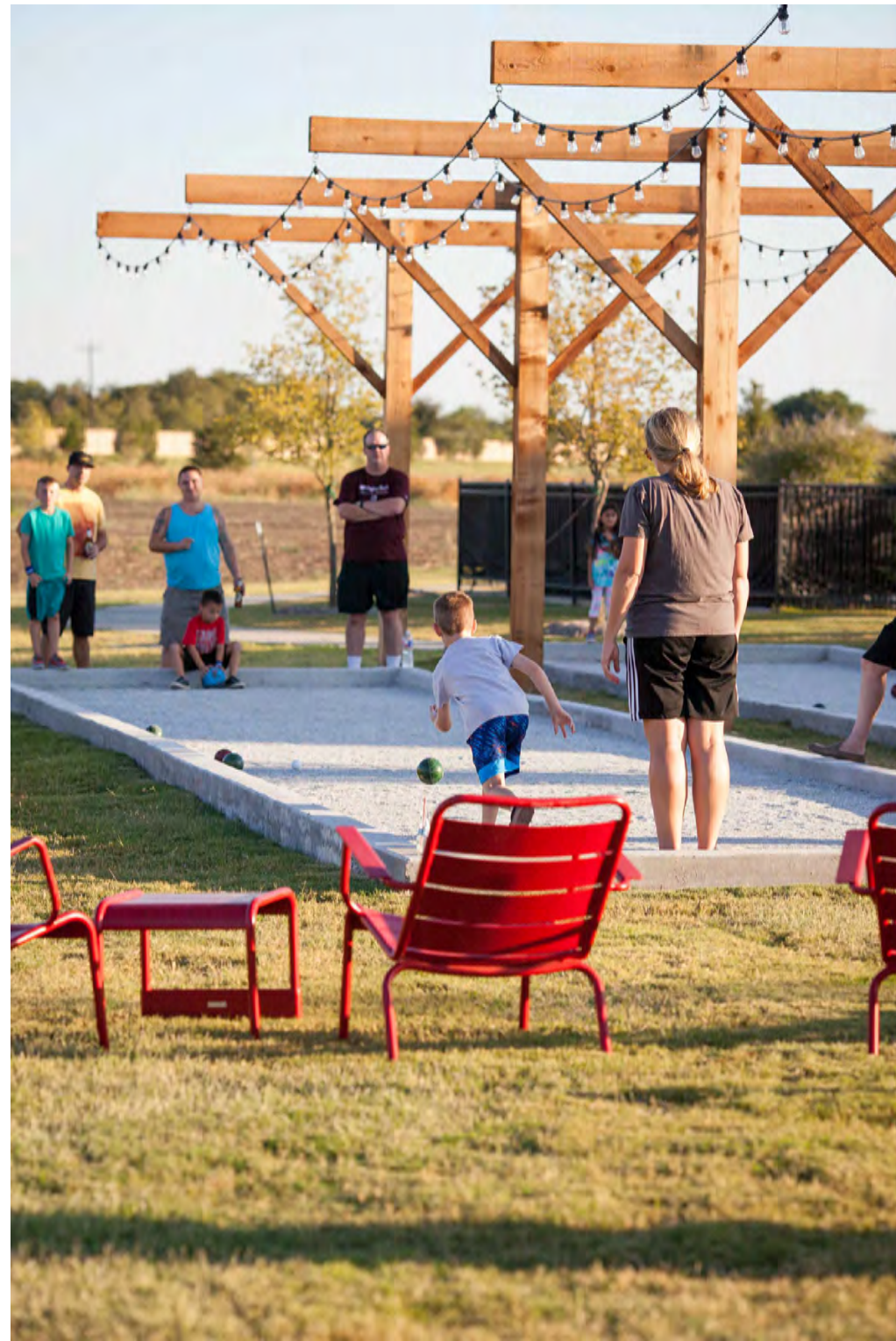
REVISIONS		
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

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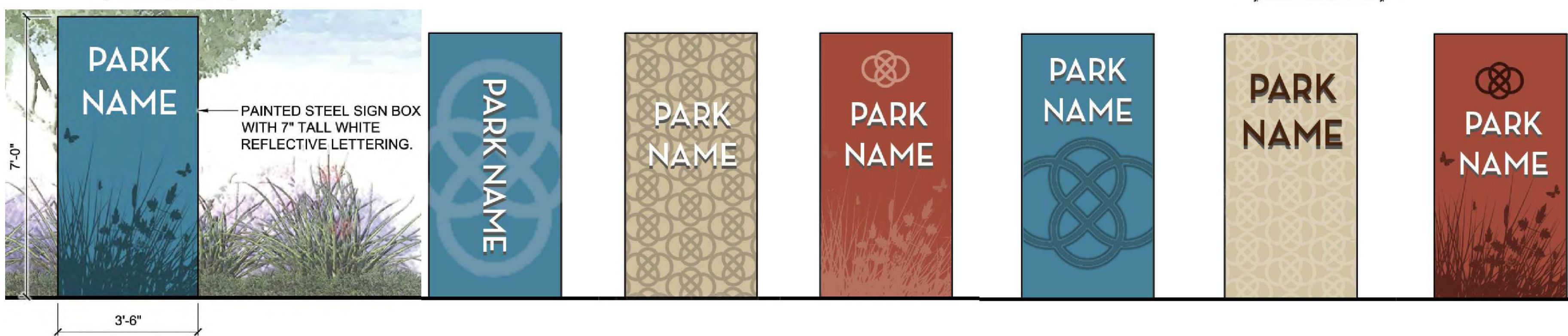
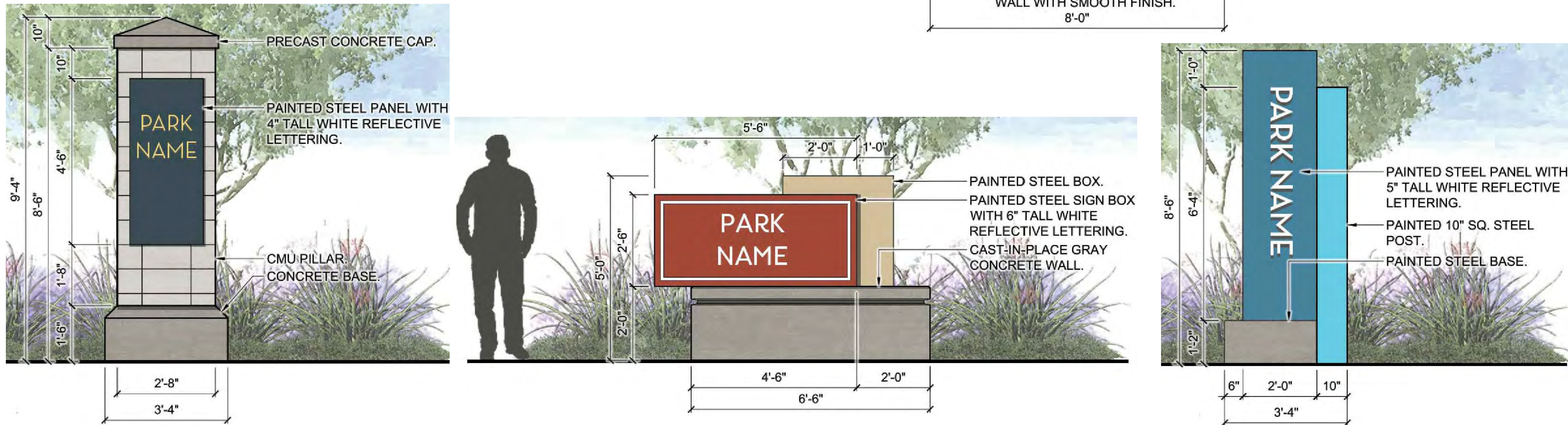
ALAMAR - PHASE 4
CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
SITE AMENITIES - FORMATIVE PARKS

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19 OF 25 SHEETS	

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1 OPEN SPACE PROGRAM



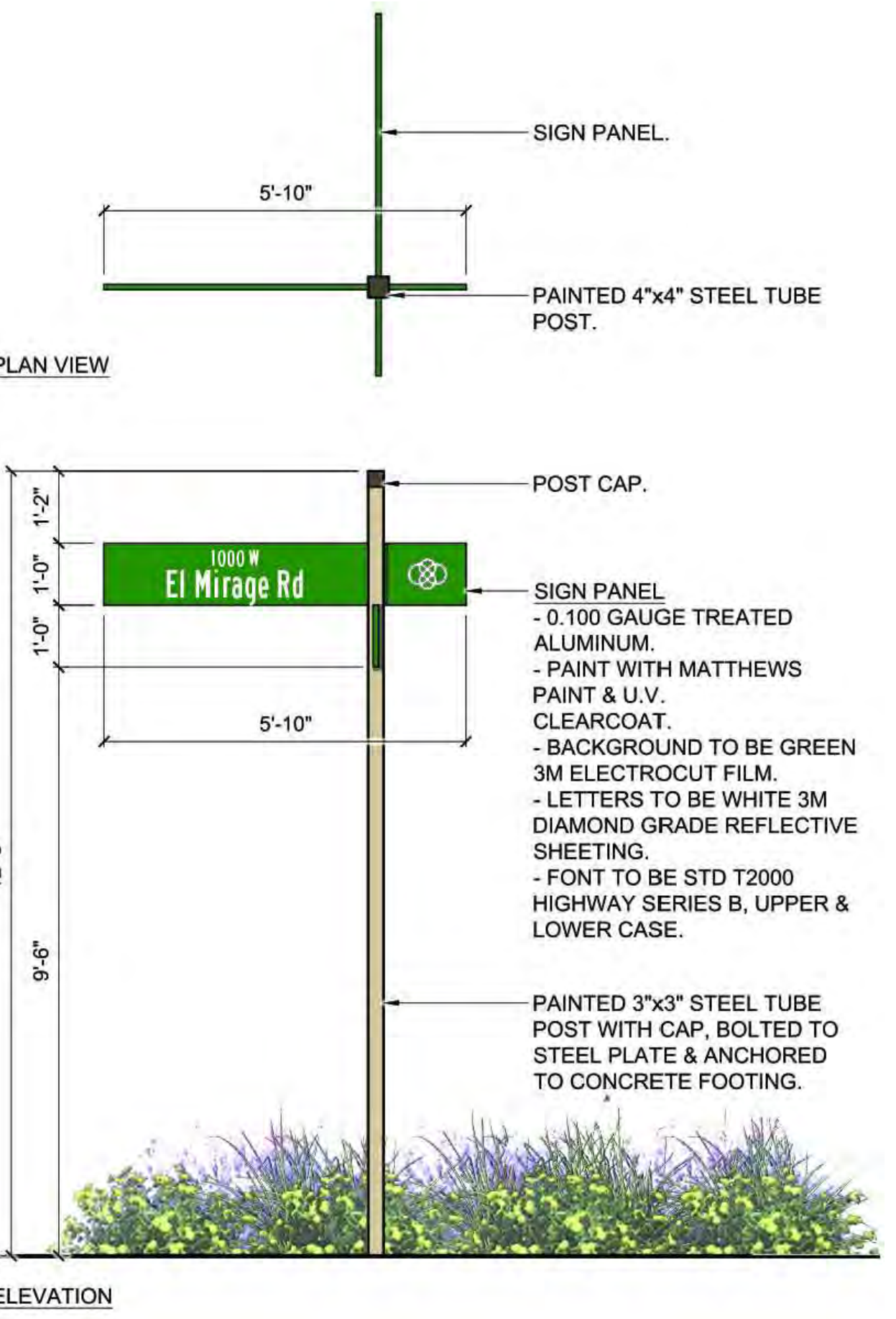
2 FORMATIVE PARK SIGNAGE

NOTE: CONCEPTUAL IN NATURE, TO BE REFINED AT TIME OF FINAL PLAT SUBMITTAL.
NT.S.



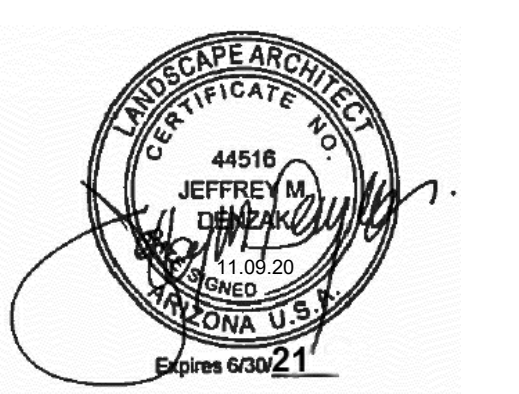
NOTE: CONCEPTUAL IN NATURE, TO BE REFINED AT TIME OF FINAL PLAT SUBMITTAL.
NT.S.

4 TRAIL SIGNAGE



NOTE: CONCEPTUAL IN NATURE, TO BE REFINED AT TIME OF FINAL PLAT SUBMITTAL.
NT.S.

3 STREET SIGNAGE



PROJECT PHASE		
●	PRELIMINARY PLAT	11.09.20
○	CONSTRUCTION DOCUMENTS	
○	ISSUE FOR BID SET	
○	ISSUE FOR CONSTRUCTION	

REVISIONS		
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR - PHASE 4

CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA
PRELIMINARY PLAT - LANDSCAPE PLAN
OPEN SPACE PROGRAM AND FORMATIVE PARK SIGNAGE

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SCALE	AS SHOWN
JOB NO.	1704
SHEET	
LP-402	
20 OF 25 SHEETS	

PLANT SCHEDULE

TREES

BOTANICAL NAME / COMMON NAME	CONT	EMITTER APPLICATION	MAINTENANCE NOTES
Acacia aneura / Mulga	15 Gal.	See tree emitter schedule	Stake as required/ trim as needed
Caesalpinia cacalaco `Smoothie` TM / Cascalote	24" Box	See tree emitter schedule	Stake as required/ trim as needed
Citrus x aurantiifolia `Thornless` / Thornless Mexican Lime	36" Box	See tree emitter schedule	Stake as required/ trim as needed
Chilopsis linearis `Arts Seedless` / Desert Willow	15 Gal.	See tree emitter schedule	Stake as required/ trim as needed
Dalbergia sissoo / Rosewood	15 Gal.	See tree emitter schedule	Stake as required/ trim as needed
Fraxinus velutina `Fan-Tex` / Fan-Tex Ash	24" Box	See tree emitter schedule	Stake as required/ trim as needed
Olneya tesota / Desert Ironwood	24"box	See tree emitter schedule	Stake as required/ trim as needed
Parkinsonia x `Desert Museum` / Desert Museum Palo Verde	24" Box	See tree emitter schedule	Stake as required/ trim as needed
Pistacia chinensis `Red Push` / Red Push Chinese Pistache	24" Box	See tree emitter schedule	Stake as required/ trim as needed
Prosopis x `Phoenix` TM / Hybrid Mesquite	24" Box	See tree emitter schedule	Stake as required/ trim as needed
Prunus persica `Earligrande` / Earligrande Peach	15 Gal.	See tree emitter schedule	Stake as required/ trim as needed
Sophora secundiflora / Texas Mountain Laurel	24" Box	See tree emitter schedule	Stake as required/ trim as needed
Ulmus parvifolia `Allee` / Allee Lacebark Elm	24" Box	See tree emitter schedule	Stake as required/ trim as needed

SHRUBS

BOTANICAL NAME / COMMON NAME	CONT	EMITTER APPLICATION	MAINTENANCE NOTES
Acacia redolens / Bank Catclaw	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Agave parryi / Parry's Agave	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Agave weberi / Weber's Agave	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Agave x `Blue Glow` / Blue Glow Agave	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Aloe x `Blue Elf` / Aloe	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Ambrosia deltoidea / Triangle Bur Ragweed	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Bougainvillea x 'La Jolla' / Bougainvillea	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Bougainvillea x `Rosenka` / Bougainvillea	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Caesalpinia pulcherrima / Red Bird Of Paradise	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Convolvulus cneorum / Bush Morning Glory	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Dalea greggii / Trailing Indigo Bush	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Dasyliiron wheeleri / Grey Desert Spoon	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Dodonaea viscosa `Green` / Green Hopseed Bush	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Encelia farinosa / Brittle Bush	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Eremophila glabra `Kalgoorlie` / Kalgoorlie Emu Bush	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Eremophila glabra `Mingenew Gold` / Emu Bush	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Eremophila glabra carnosa / Winter Blaze Emu Bush	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Hesperaloe funifera / Giant Yucca	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Hesperaloe parviflora `Brakelights` TM / Brakelights Red Yucca	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Lantana camara `Dallas Red` / Dallas Red Lantana	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Lantana montevidensis `Purple` / Purple Trailing Lantana	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Lantana x `New Gold` / New Gold Lantana	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Nerium oleander `Petite Pink` / Petite Pink Oleander	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Rosmarinus officinalis `Prostratus` / Dwarf Rosemary	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Ruellia brittoniana / Blue Bells	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Tecoma x `Crimson Flare` / Red Yellow Bells	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Tecoma x `Orange Jubilee` / Orange Jubilee Yellow Bells	15 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Tecoma x `Sierra Apricot` / Sierra Apricot Yellow Bells	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Vauquelinia californica / Arizona Rosewood	5 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Wedelia trilobata / Wedelia	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Yucca pallida / Twistleaf Yucca	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer
Yucca rupicola / Texas Yucca	1 Gal.	See shrub emitter schedule	Prune/ trim as needed in the spring and summer

GROUND COVERS

BOTANICAL NAME / COMMON NAME	CONT	EMITTER APPLICATION	MAINTENANCE NOTES
Cynodon dactylon `Midiron` / Bermuda Grass	Sod	See turf watering schedule	

NOTES:
CONTRACTOR TO VERIFY ALL QUANTITIES.
CONTRACTOR TO PROVIDE DECOMPOSED GRANITE SAMPLES TO LANDSCAPE ARCHITECT FOR APPROVAL.
MAINTAIN 10' TREE CLEARANCE FROM WALLS AND SIDEWALKS.
MAINTAIN 3' SHRUBS AND GROUND COVER CLEARANCE FROM WALLS AND SIDEWALKS.

LANDSCAPE DESIGN

The Landscape design is intended to complement and reinforce the overall theme and character for the community. The proposed palette of trees, shrubs, ground covers and lawn areas will be utilized to establish a strong link to the overall community design intent, and will complement the South Avondale Character Area as defined in the COA Street Tree Master Plan. The plants natural size, shape, leaf, texture, water use and seasonal color interest are all important elements of the landscape design.

LANDSCAPE MAINTENANCE INTENT:

- Provide good horticultural and ecological practice to all landscape operations to ensure best growing environment for all plant material.
- Promote healthy growth and establishment of all plants, trees, and grass areas.
- Ensure development of optimum plant form, shape, and planting density.

MONTHLY MAINTENANCE SCHEDULE:

JANUARY
LAWN MAINTENANCE/ PERENNIAL RYE GRASS
FERTILIZE ONCE WITH A 3-1-2 RATIO (E.G. 21-7-14)
ADJUST SEASONAL WATERING SCHEDULE FOR TREES AND SHRUBS
ANY PLANTS THAT EXPERIENCE FROST DAMAGE SHALL NOT BE PRUNED UNTIL AFTER BEGINNING OF MARCH.
RAKE DECOMPOSED GRANITE AND REMOVE ALL DEAD PLANT MATERIAL AND DEBRIS

FEBRUARY
LAWN MAINTENANCE/ PERENNIAL RYE GRASS
PRE-EMERGENT TO CONTROL WEEDS. APPLY ONE TIME FEB 25 - MARCH 5.
ADJUST IRRIGATION TO WINTER WATERING SCHEDULE.
RAKE DECOMPOSED GRANITE AND REMOVE ALL DEAD PLANT MATERIAL AND DEBRIS.

MARCH
LAWN MAINTENANCE - PERENNIAL RYE GRASS
BY MID-MONTH FROST DAMAGED PLANTS CAN BE PRUNED. PRUNING SHOULD BE DONE TO MAINTAIN PLANT HEALTH (REMOVE DEAD, DAMAGED OR DISEASED PORTIONS, CROSS BRANCHING, ETC.)
SPENT STALKS OF ALOES, AGAVES AND OTHER SUCCULENTS CAN BE REMOVED.
RAKE DECOMPOSED GRANITE AND REMOVE ALL DEAD PLANT MATERIAL AND DEBRIS.

APRIL
LAWN MAINTENANCE - PERENNIAL RYE GRASS
MAINTAIN RYE GRASS AT 3/4" OR LOWER TO ENCOURAGE SPRING TRANSITION BACK TO BERMUDA GRASS
ADJUST SEASONAL WATERING SCHEDULE FOR TREES AND SHRUBS
RAKE DECOMPOSED GRANITE AND REMOVE DEBRIS FROM LANDSCAPE AREAS.

MAY
LAWN MAINTENANCE - PERENNIAL RYE GRASS
FERTILIZE ONCE WITH A 3-1-2 RATIO (E.G. 21-7-14)
MAINTAIN RYE GRASS AT 1/2" WITH A REEL LAWN MOWER UNTIL THE OVERSEED DIES.
EARLY MAY, CHECK FOR PLANT DEFICIENCIES AND APPLY FERTILIZER TO LANDSCAPE IF NEEDED.
BY THE END OF MAY AND AS TEMPERATURE RISE, ADJUST SEASONAL WATERING SCHEDULE FOR TREES AND SHRUBS.

JUNE
LAWN MAINTENANCE OF BERMUDA GRASS/ MOW AT A RECOMMENDED HEIGHT.
REMOVE THATCH WHEN MORE THAN 1/2" THICK.

JULY
LAWN MAINTENANCE - BERMUDA GRASS, FERTILIZE ONCE WITH A 3-1-2 RATIO (E.G. 21-7-14). MOW AT A RECOMMENDED HEIGHT.

AUGUST
LAWN MAINTENANCE - BERMUDA GRASS
MOW AT MAXIMUM RECOMMENDED HEIGHT TO INCREASE STRESS TOLERANCE.

SEPTEMBER
LAWN MAINTENANCE - BERMUDA GRASS
MOW AT MAXIMUM RECOMMENDED HEIGHT TO INCREASE STRESS TOLERANCE. TURN OFF TURF IRRIGATION ONE WEEK PRIOR TO SCALPING BERMUDA GRASS.

OCTOBER
LAWN MAINTENANCE - PERENNIAL RYE GRASS
SCALP AND LIGHTLY DETHATCH BERMUDA GRASS NO EARLIER THAN SEPTEMBER 25.
PLANT PERENNIAL RYE GRASS AT A RATE OF 15 POUNDS PER 1,000 SQUARE FEET. DO NOT FERTILIZE OVERSEEDDED RYE GRASS UNTIL A 2 WEEKS AFTER THE SEED IS DOWN.

NOVEMBER
LAWN MAINTENANCE - PERENNIAL RYE GRASS
SCALP AND LIGHTLY DETHATCH BERMUDA GRASS NO EARLIER THAN SEPTEMBER 25.
PLANT PERENNIAL RYE GRASS AT A RATE OF 15 POUNDS PER 1,000 SQUARE FEET. DO NOT FERTILIZE OVERSEEDDED RYE GRASS UNTIL AFTER FIRST MOWING.
ADJUST SEASONAL WATERING SCHEDULE FOR TREES AND SHRUBS

DECEMBER
LAWN MAINTENANCE - PERENNIAL RYE GRASS
FERTILIZE ONCE WITH A 3-1-2 RATIO (E.G. 21-7-14)
SPRAY PRE-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS TO CONTROL WEEDS.
RAKE DECOMPOSED GRANITE AND REMOVE DEBRIS FROM LANDSCAPE AREAS.
DO NOT PRUNE ANY DAMAGE ON PLANTS DUE TO FROST AND DO NOT PRUNE COLD-TENDER PLANTS, UNTIL SPRINGTIME.

NOTES:
TREES WILL NEED TO BE TRIMMED AT LEAST ONCE IN THE SPRING. SOME TREE SPECIES WILL ALSO NEED TO BE PRUNED DURING THE SUMMER AND FALL MONTHS.
PALM TREES, AGAVES, YUCCAS, AND DESERT SPOON SPECIES WILL NEED TO BE MAINTAINED ON AN INDIVIDUAL BASIS AND AS NEEDED THROUOUT THE YEAR.
RAKE DECOMPOSED GRANITE AREAS.
DO NOT CUT LOWER LEAVES OF THE AGAVE TO MAINTAIN NATURAL FORM.

IRRIGATION DESIGN

The intent is to design an irrigation system that will maintain aesthetically pleasing plant material with a reasonable initial construction cost and minimal annual maintenance costs.

The irrigation system anticipated will be a combination sprinkler/drip system using pop-up rotor or pop-up spray sprinklers on turf grasses, pop-up and point source drip emitters on non-turf plant materials located outside of turf areas. The primary plant material types (turf, trees, shrubs) will be irrigated on separate control valves.

The water source will be potable water from multiple points-of-connection (POC's) that will be located at strategic locations throughout the site. The irrigation meters will be from 1-inch and 1.5-inches in size with a capacity of 10 to 80 GPM. At each POC a curb stop valve, water meter, and backflow prevention device will be provided. Additionally, a solenoid operated master valve and flow sensor will provide for additional protection in the event of a mainline break.

Control of the landscape irrigation system will be facilitated by smart, weather sensing controllers located near each POC. Controllers will be pedestal and/or wall mounted in a stainless steel enclosure. Low voltage (24 VAC) wiring from the controller to solenoid valves will be single strand wire suitable for direct burial. It is recommended that controllers be located at or near POC locations, or as coordinated with the Civil or Electrical Engineer, where 110 VAC power (low amperage) will be required.

The mainline will be Class 200 PVC pipe and sprinkler lateral pipe will be Class 200 and drip lateral pipie will be Class 315 PVC. Specified pipe burial depths will be 24 inches for mainline pipe and 18 inches for lateral pipe. Control wiring will be adjacent to or below mainline burial depths. Where irrigation mainline and control wire must cross under hard surface, pipe and wire will be routed through separate PVC Class 200 sleeves.

Plastic solenoid valves will be rated at 200 PSI, having a flow control and pressure regulation capability. Sprinkler laterals will be designed for 10 to 50 GPM +/- depending on required zone flows, and will utilize 1-inch to 1.5-inch solenoid valves. Multiple laterals will operate simultaneously as programmed from the controller. Each manual and solenoid valve will be housed in a single valve box for valve access.

Quick coupling valves will be located on approximately 200 to 250 foot centers for incidental water needs.

Sprinklers will be spaced so as not to exceed the manufacturer's recommended maximum spacing and to minimize over-spray onto hard surfaces or non-irrigated areas. All sprinklers and bubblers will be specified to be installed on swing joints.

DRIP EMITTER SCHEDULE

PLANT TYPE	PLANT SIZE	EMITTERS PER PLANT	GPH PER OUTLET	NUMBER OF OUTLETS	TOTAL GPH PER PLANT
TREES	15 GAL.	1 MULTI	2 GPH	3	6 GPH
TREES	24" BOX	1 MULTI	2 GPH	4	8 GPH
TREES	36" BOX	2 MULTI	2 GPH	4	8 GPH
TREES	48" BOX	2 MULTI	2 GPH	5	10 GPH
SHRUBS	1 GAL.	1 SINGLE	1 GPH	1	1 GPH
SHRUBS	5 GAL.	1 SINGLE	1 GPH	1	2 GPH
GROUND COVERS	1 GAL.	1 SINGLE	1 GPH	1	1 GPH
CACTI	1 GAL.	1 SINGLE	0.6 GPH	1	0.6 GPH

NOTE: ALL EMISSION POINTS TO BE LOCATED ON THE UPHILL SIDE OF THE PLANT.

DRIP IRRIGATION WATERING SCHEDULE

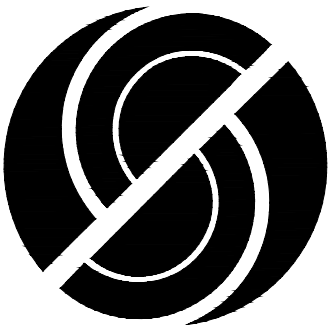
DAILY HIGH TEMP.	WATERING HRS.	DAY INTERVAL
50-75 DEGREES	0.5 HOURS	EVERY 5TH DAY
75-100 DEGREES	1.0 HOURS	EVERY 3RD DAY
100-115+ DEGREES	1.5 HOURS	EVERY OTHER DAY

NOTE: SEE DRIP EMITTER SCHEDULE FOR EMITTER ALLOCATION.

TURF IRRIGATION WATERING SCHEDULE

MONTH	HIGH TURF QUALITY	ACCEPTABLE TURF QUALITY
JANUARY	1.7"	1.4"
FEBRUARY	2.4"	2.0"
MARCH	4.0"	3.4"
APRIL	5.9"	5.2"
MAY	7.3"	6.3"
JUNE	7.4"	6.4"
JULY	7.7"	6.7"
AUGUST	7.3"	6.4"
SEPTEMBER	5.6"	4.8"
OCTOBER	4.2"	3.6"
NOVEMBER	2.5"	2.1"
DECEMBER	1.6"	1.4"
ANNUAL TOTAL	57.5"	49.9"

NOTE: TURF GRASS WATER USE VALUES WERE PROVIDED BY THE UNIVERSITY OF ARIZONA COOPERATIVE EXTENSION SERVICE.



S W A B A C K_{PLC}
Architects + Planners
7550 E McDonald Drive
Scottsdale, Arizona 85250
480.367.2100 www.swaback.com



PROJECT PHASE		
☒	PRELIMINARY PLAT	11.09.20
☐	CONSTRUCTION DOCUMENTS	
☐	ISSUE FOR BID SET	
☐	ISSUE FOR CONSTRUCTION	

REVISIONS		
NO.	DESCRIPTION	DATE
1	DRC - 1st Review	10.08.20

PRELIMINARY - NOT FOR CONSTRUCTION

ALAMAR - PHASE 4

CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA

PRELIMINARY PLAT - LANDSCAPE PLAN

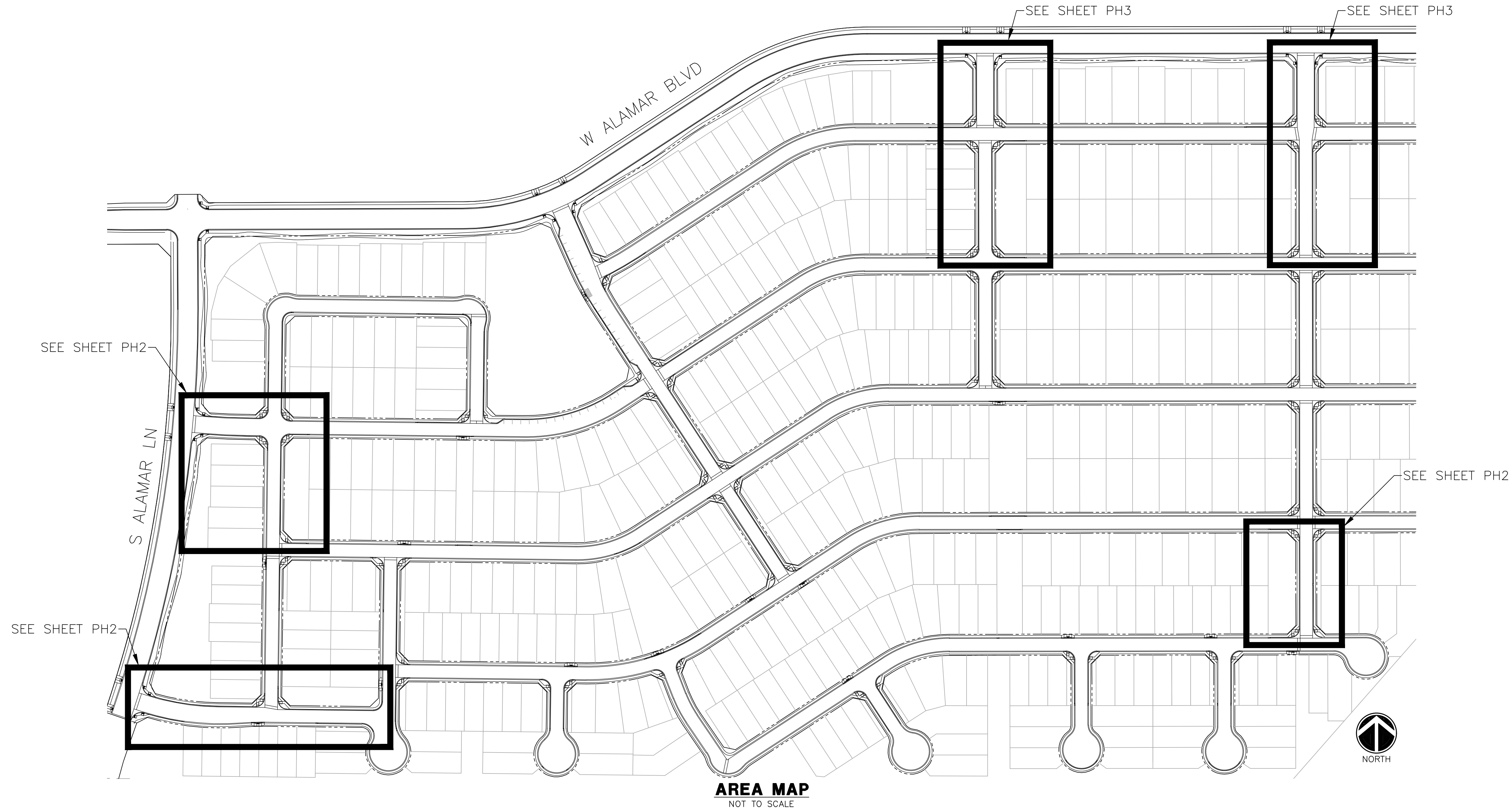
LANDSCAPE MAINTENANCE SCHEDULE

DRAWN	SY
CHECKED	JD
DATE	11/09/20
SCALE	AS SHOWN
JOB NO.	1704
SHEET	
LP-501	
21 OF 25 SHEETS	

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ALAMAR PHASE 4 PHOTOMETRIC PLAN AVONDALE, ARIZONA

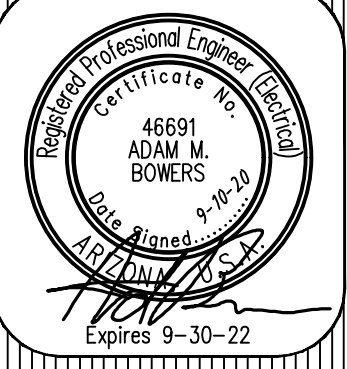


WRIGHT ENGINEERING
PROJECT NO:
20408
DESIGN BY: CRC
DRAWN BY: CRC
CHECKED BY: AMB



PROJECT: TITLE:
**AVONDALE, ARIZONA
ALAMAR PHASE 4
PHOTOMETRIC PLAN
PHOTOMETRIC COVER SHEET**

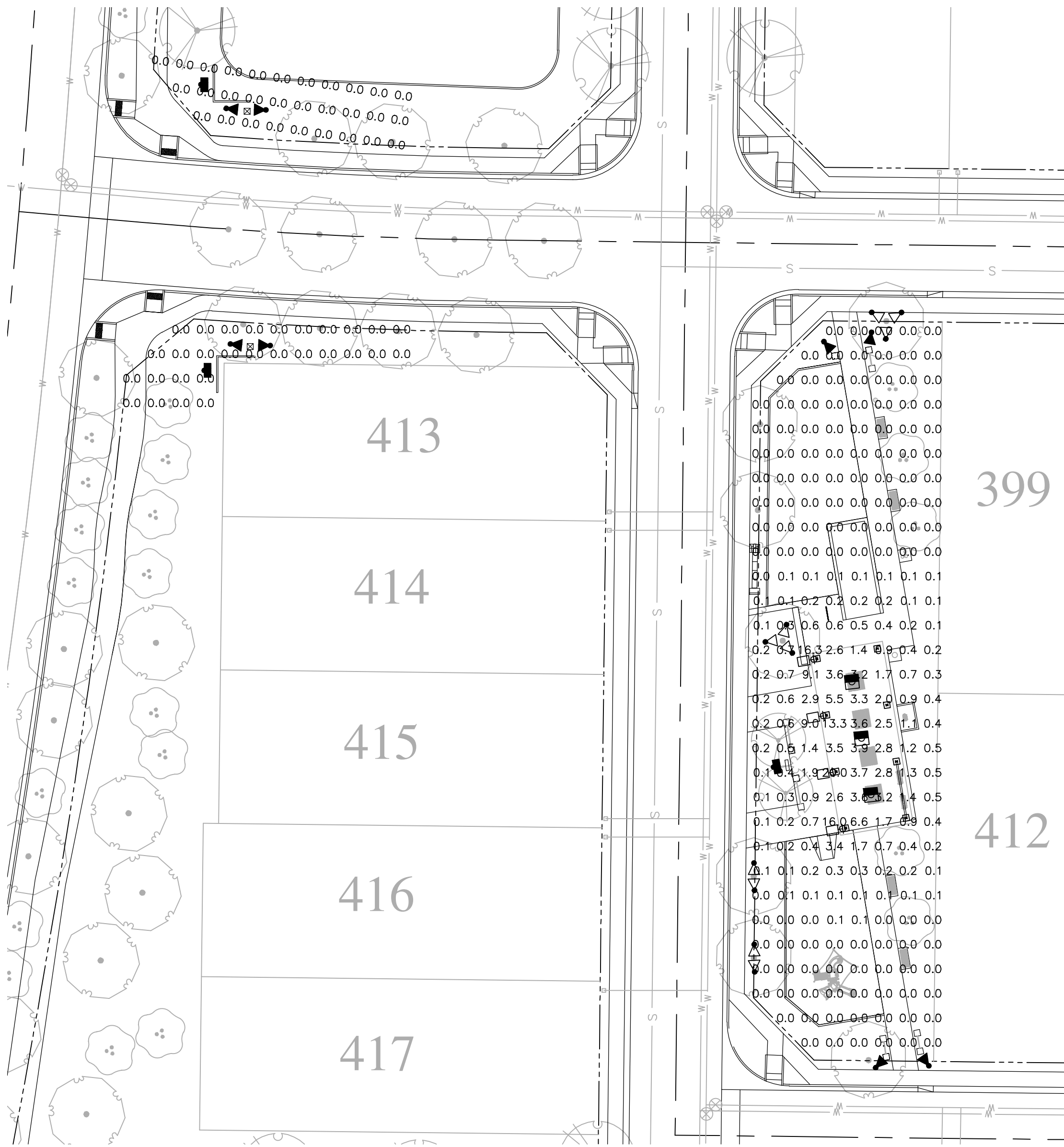
NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)	NOT USED	NOT USED
1	SEP 2020	1ST SUBMITTAL		



DRAWING NO:
PH1
22 OF 25

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CALCULATIONS

PARKS
1334 points
HORIZONTAL FOOTCANDLES
Average 0.7
Maximum 20.0
Minimum 0.0
Avg:Min N/A
Max:Min N/A
Coef Var 3.40

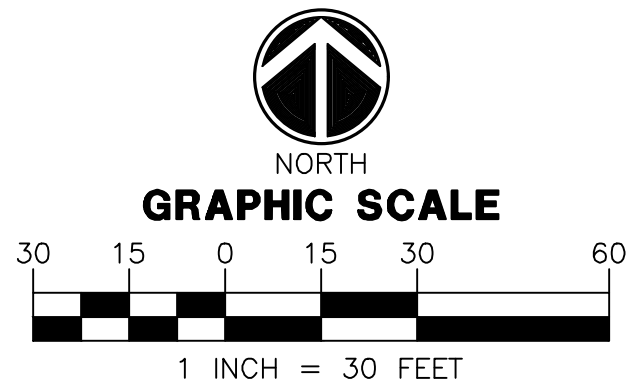
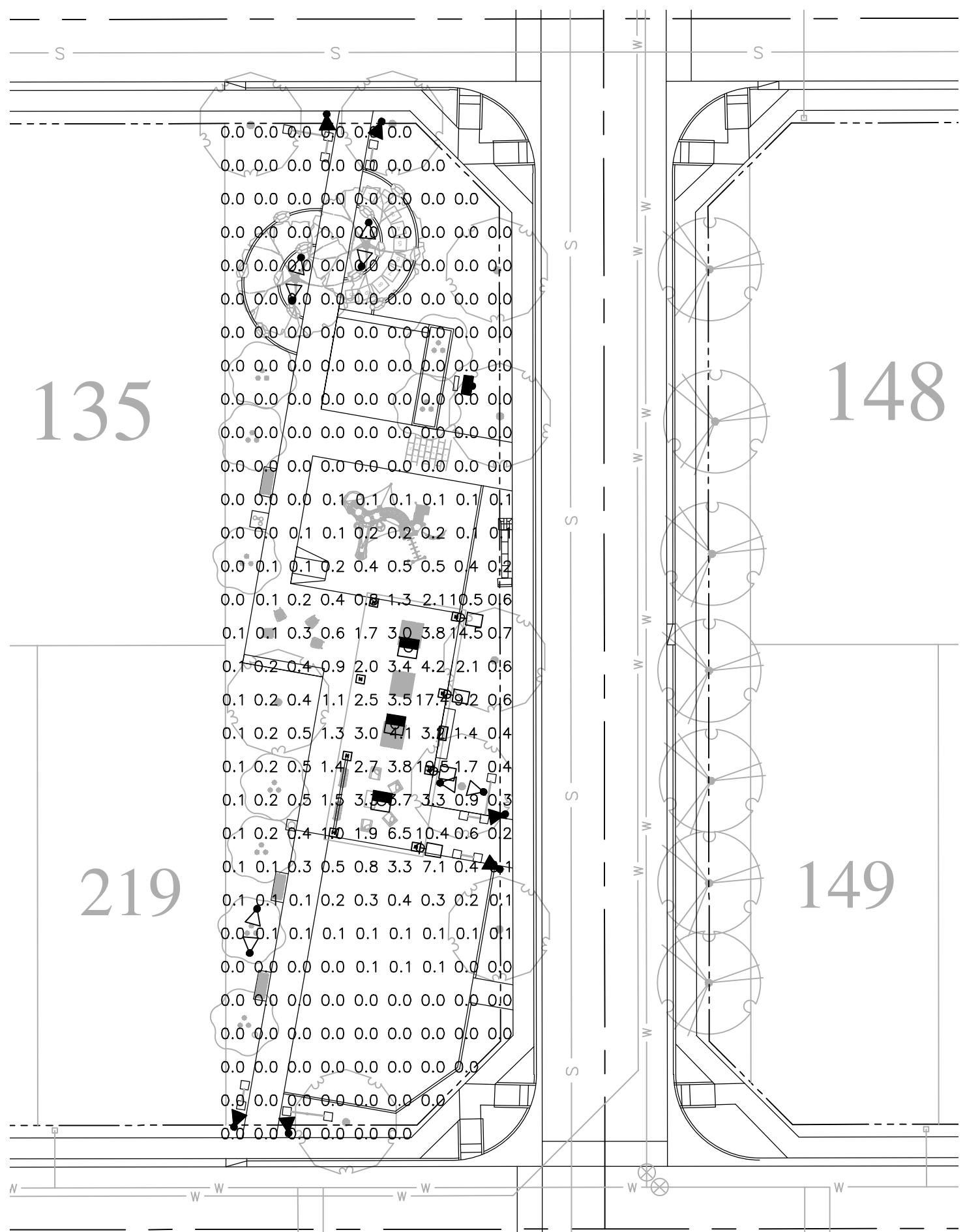
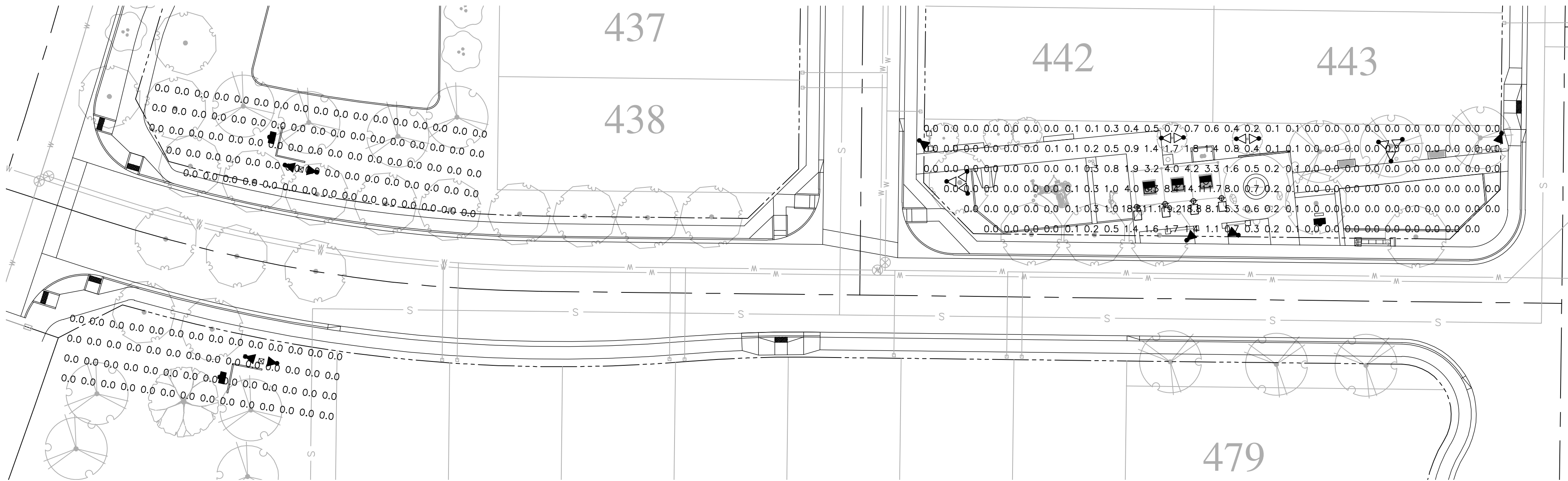
ENTRYWAYS
298 points
HORIZONTAL FOOTCANDLES
Average 0.0
Maximum 0.0
Minimum 0.0
Avg:Min N/A
Max:Min N/A
Coef Var 0.00

PHOTOMETRIC LEGEND

- RAMADA LIGHT
candela file "VPF44-25W-4000K-CP.IES"
168 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.750, watts per luminaire = 27
mounting height= 15 ft
number locations= 16, number luminaires= 16
kw all locations= 0.4
- TREE UPLIGHT
candela file "3106-X-9.5-W-WF.IES"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 8
number locations= 47, number luminaires= 47
kw all locations= 0.4
- WALL UPLIGHT
candela file "3106-X-13-W-WF.IES"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 10
number locations= 14, number luminaires= 14
kw all locations= 0.1
- COLUMN UPLIGHT
candela file "3106-X-4.5-W-SP.IES"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 4
number locations= 43, number luminaires= 43
kw all locations= 0.2
- WALL SCONCE
candela file "LD-30021-VW-W40.ies"
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 22
mounting height= 8 ft
number locations= 19, number luminaires= 19
kw all locations= 0.4

LIGHT FIXTURE SCHEDULE

SYMBOL	ID	MANUFACTURER	CATALOG #	VOLTS	LAMP(S)	LUMENS	CCT	MOUNTING	QTY	CUT SHEET
	A	LUMINAIRE LIGHTING ALT: FAILSAFE	VPF4-2FT-NODIM-20W-3000K-120-CLP-BRZ-WL	120	20W LED	2189	3000K	15" (RAMADA CEILING)	15	RAMADA LIGHT SHEET PH4
	B	VISTA PROFESSIONAL ALT: HOLM	GR-3106-DZ-9.5-W-MF	12	10W LED	487	3000K	GROUND	46	TREE UPLIGHT SHEET PH4
	C	VISTA PROFESSIONAL ALT: HOLM	GR-3106-DZ-13-W-WF	12	13W LED	686	3000K	GROUND	13	WALL UPLIGHT SHEET PH4
	D	VISTA PROFESSIONAL ALT: HOLM	GR-3106-DZ-4.5-W-SP	12	5W LED	364	3000K	GROUND	42	COLUMN UPLIGHT SHEET PH4
	E	LIGMAN LIGHTING ALT: HOLM	ULD-30021-22W-VW-W30-06-120/277V	120	22W LED	1791	3000K	8" (RAMADA POST)	18	WALL SCONCE SHEET PH4



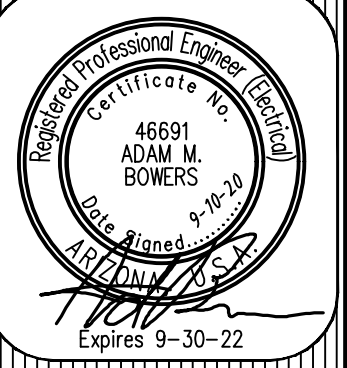
WRIGHT ENGINEERING
PROJECT NO:
20408
DESIGN BY: CRC
DRAWN BY: CRC
CHECKED BY: AMB



PROJECT: TITLE:

AVONDALE, ARIZONA
ALAMAR PHASE 4
PHOTOMETRIC PLAN
PHOTOMETRIC CALCULATIONS

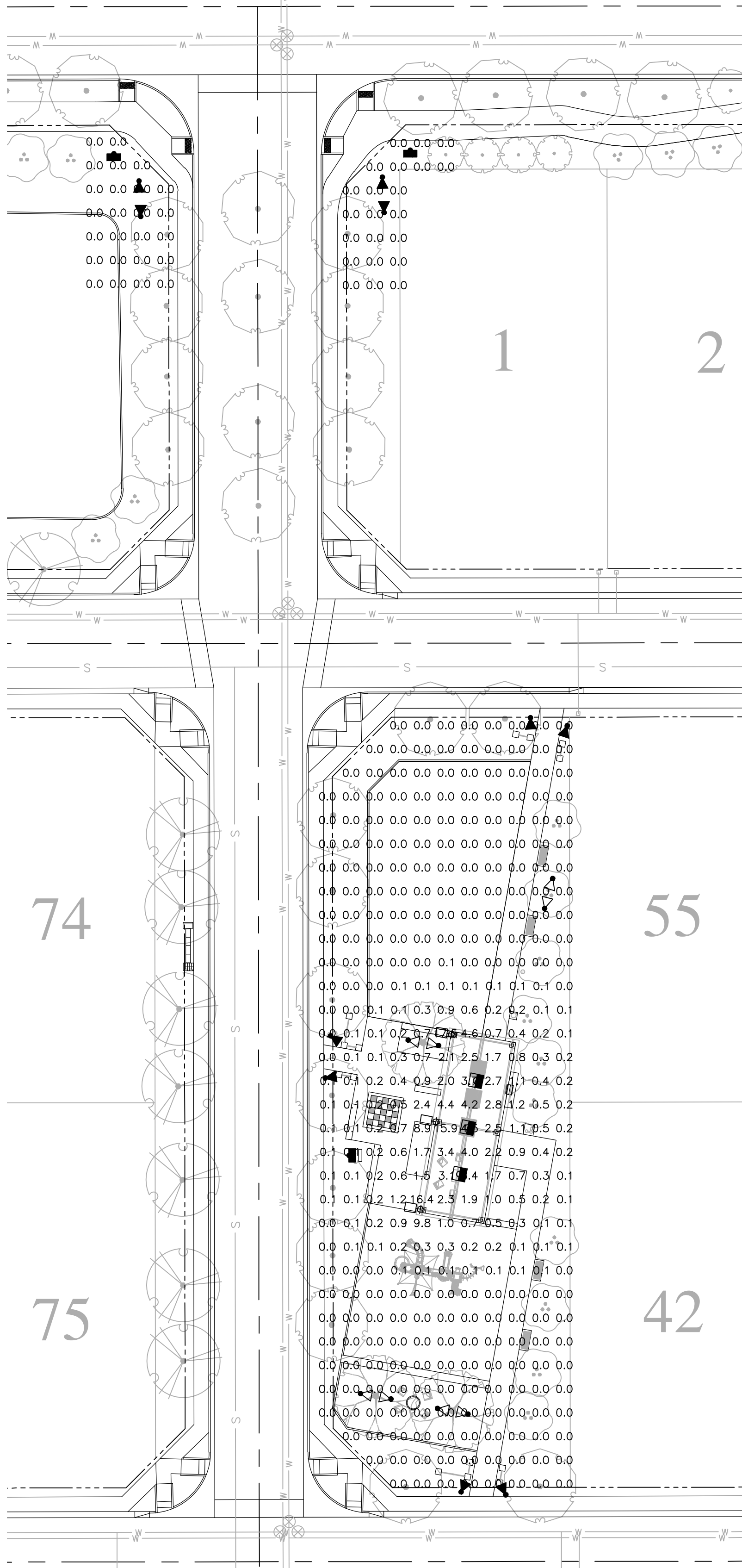
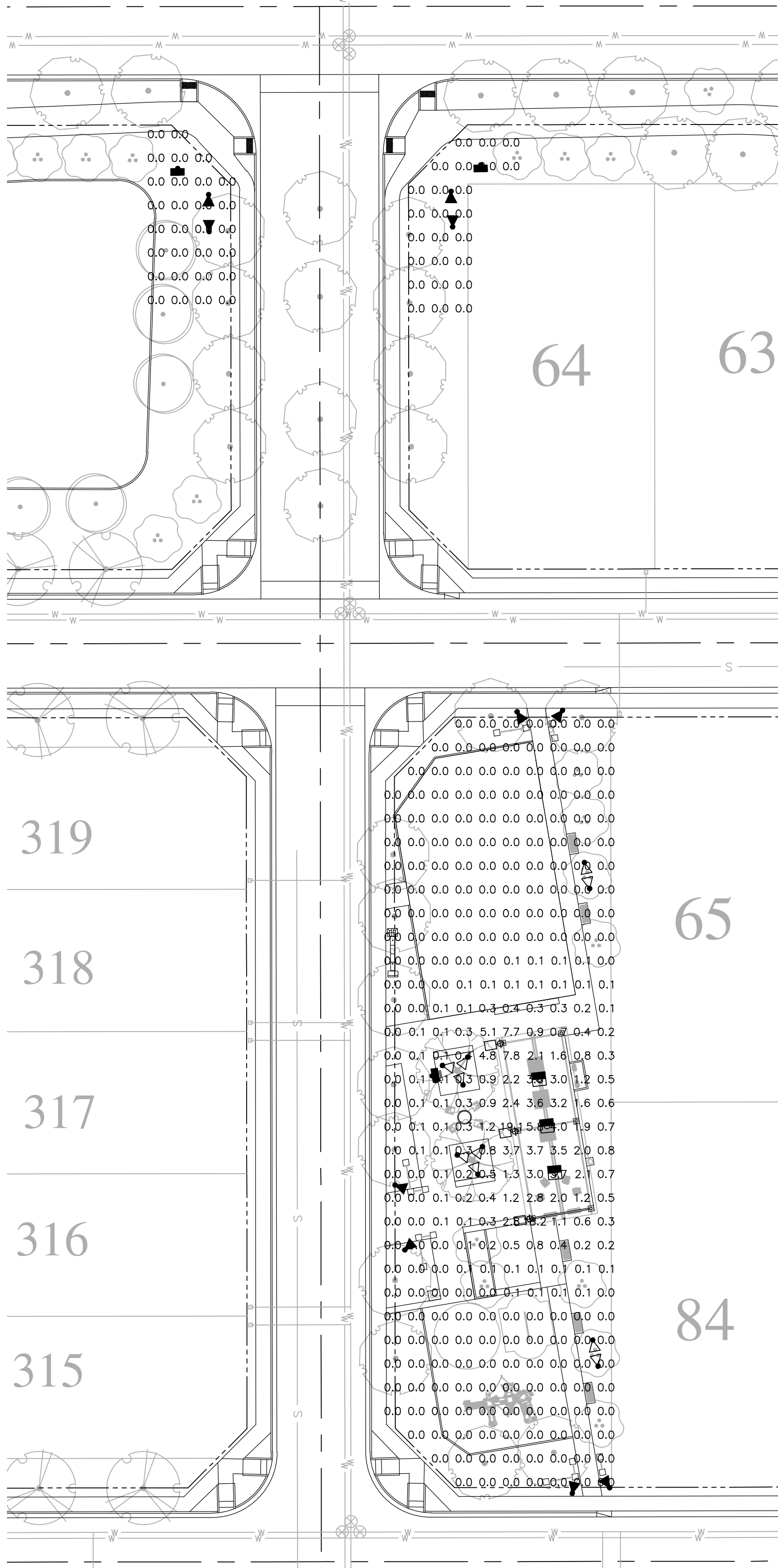
NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS
1	SEP 2020	1ST SUBMITTAL	



DRAWING NO:
PH2
23 OF 25

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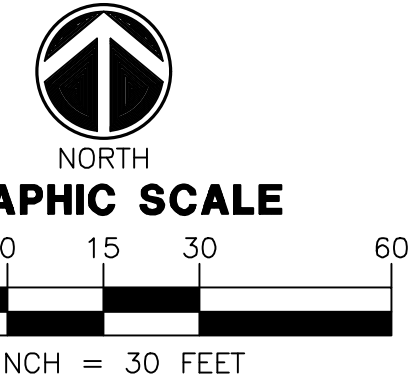
CALCULATIONS

PARKS
1334 points
HORIZONTAL FOOTCANDLES
Average 0.7
Maximum 20.0
Minimum 0.0
Avg:Min N/A
Max:Min N/A
Coef Var 3.40

ENTRYWAYS
298 points
HORIZONTAL FOOTCANDLES
Average 0.0
Maximum 0.0
Minimum 0.0
Avg:Min N/A
Max:Min N/A
Coef Var 0.00

PHOTOMETRIC LEGEND

- RAMADA LIGHT
candela file 'VPF44-25W-4000K-CP.IES'
168 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 0.730, watts per luminaire = 27
mounting height= 15 ft
number locations= 16, number luminaires= 16
kw all locations= 0.4
- TREE UPLIGHT
candela file '3106-X-9.5-W-WF.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 8
number locations= 47, number luminaires= 47
kw all locations= 0.4
- WALL UPLIGHT
candela file '3106-X-13-W-WF.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 10
number locations= 14, number luminaires= 14
kw all locations= 0.1
- COLUMN UPLIGHT
candela file '3106-X-4.5-W-SP.IES'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 4
number locations= 43, number luminaires= 43
kw all locations= 0.2
- WALL SCONCE
candela file 'LD-30021-VW-W40.ies'
1 lamp(s) per luminaire, photometry is absolute
Light Loss Factor = 1.000, watts per luminaire = 22
mounting height= 8 ft
number locations= 19, number luminaires= 19
kw all locations= 0.4



LIGHT FIXTURE SCHEDULE

SYMBOL	ID	MANUFACTURER	CATALOG #	VOLTS	LAMP(S)	LUMENS	CCT	MOUNTING	QTY	CUT SHEET
■	A	LUMINAIRE LIGHTING ALT: FAILSAFE	VPF4-2FT-NODIM-20W-3000K-120-CLP-BRZ-WL	120	20W LED	2189	3000K	15' (RAMADA CEILING)	15	RAMADA LIGHT SHEET PH4
▲	B	VISTA PROFESSIONAL ALT: HOLM	GR-3106-DZ-9.5-W-MF	12	10W LED	487	3000K	GROUND	46	TREE UPLIGHT SHEET PH4
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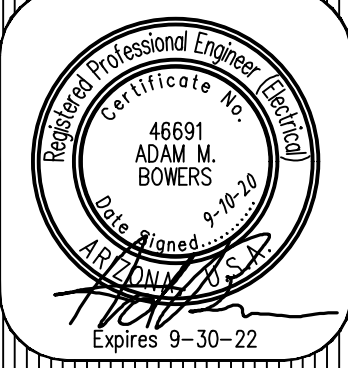
WRIGHT ENGINEERING
PROJECT NO:
20408
DESIGN BY: CRC
DRAWN BY: CRC
CHECKED BY: AMB

WRIGHT
engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

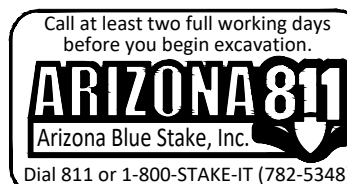
PROJECT: TITLE:

AVONDALE, ARIZONA
ALAMAR PHASE 4
PHOTOMETRIC PLAN
PHOTOMETRIC CALCULATIONS

NO.	DATE	SUBMITTALS/REVISIONS	DESCRIPTIONS
1	SEP 2020	1ST SUBMITTAL	



DRAWING NO:
PH3
24 OF 25



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RAMADA LIGHT CUT SHEET (IFIXTURE A):

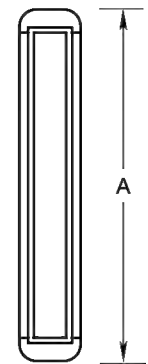


SPECIFICATIONS

Description	The Vision VPF4 series features an all aluminum, ligature resistant construction which allows it to be used in nearly any environmental condition. Designed in conjunction with an ophthalmologist, the polycarbonate lens provides complete control of glare and LED image while maintaining the high efficiency of clear optical material. The Vision VPF4 series can be row mounted to any length. Natatorium finish is standard for all versions of this fixture.
Housing	Marine grade heat treated extruded aluminum. Chemically primed and finished with robotically applied polyester powder coat.
Lens	Extruded UV stabilized polycarbonate with integral prisms. Maximum wall thickness 0.160". Secured to housing with die cast aluminum clamps and stainless steel TORX® head screws.
End Caps	Die cast marine grade aluminum with conduit knockouts that are visible from interior of end cap.
Drivers	Dimming to 1%, 10% or Programable Lumen Output driver options. Non-Dimming Driver is also available.
LED	Samsung LM561B+ series @ 2700K, 3000K, 3500K, 4000K, or 5000K and 82 CRI wired in parallel-series. L ₇₀ projected life of over 130,000 hours at 50°C.
UL Listing	U.L., C.U.L. Damp Location Listing standard, Wet Location Listing optional.
Buy American	Luminaire LED, LLC products are manufactured in the USA with components purchased from USA suppliers, and meets the Buy American requirements. Content of specification sheets is subject to change; please consult our website for current product information.
Warranty	Lifetime warranty against vandalism. Luminaire LED will repair or replace any fixture damaged due to vandalism for the lifetime of the installation. 10-year warranty on LED boards against operational defects. Tested in accordance with LM-80.

DIMENSIONAL DATA

	A	B	C
VPF4 1FT	15.50	4.35	2.70
VPF4 2FT	26.10	4.35	2.70
VPF4 3FT	37.88	4.35	2.70
VPF4 4FT	49.69	4.35	2.70



VISION VPF4

ORDERING INFORMATION

Example: VPF4 4FT MIN1 40W 27K 120 CLP WHT

Series*	Size (Nominal)**	Drivers*	Wattage (Nominal)**	Lumens (For PRD Only)	CCT*
VPF4 Vandal Resistant 4" Wide Wraparound Luminaire	1FT 2FT 3FT 4FT	MIN1** Dimming to 1% MIN10-1** Dimming to 10% HCOM Non-Dimming Driver PRD* Driver Programmed to Specific Lumen Output PRD not available with Wattage	5W 20W 40W 10W 25W 50W 15W 30W	500LM - 5000LM - Lumens available in 100LM increments Lumens required if PRD driver chosen	27K 2700K 30K 3000K 35K 3500K 40K 4000K 50K 5000K

Voltage*	Lens*	Finish*
120 120 Volt 277 277 Volt MWLT 120-277 Volt 347* 347 Volt	CLP Clear Prismatic OP Opal	BLK Black WHT White BRZ Bronze GRY Gray SL Silver CUST Custom Color, Consult Factory

*Required

OPTIONS

Emergency*		
EMB101** Self contained, 90 minute emergency battery pack. 0°C (32°F) to 55°C (131°F). 1200 lumens	EMB20R** Remote mounted micro Inverter that will operate a 25W maximum load for 90 min. 0°C (32°F) to 40°C (104°F).	
EMB1081** Self-testing, self contained, 90 minute emergency battery pack. 0°C (32°F) to 55°C (131°F). Meets CA Title 20 Standards, 1000 lumens	EMB12SR** Remote inverter that will operate a maximum 125W load for 90 min. 20°C (68°F) to 30°C (86°F).	
EMB1051** Self-testing, self contained, 90 minute emergency battery pack. 0°C (32°F) to 55°C (131°F). Meets CA Title 20 Standards, 1000 lumens	EMB25SR** Remote inverter that will operate a 250W maximum load for 90 min. 20°C (68°F) to 30°C (86°F).	
EMB10720** Self contained, 90 minute emergency battery pack. 0°C (32°F) to 55°C (131°F). Meets CA Title 20 Standards, 1200 lumens	EMB27SR** Remote inverter that will operate a 275W maximum load for 90 min. 20°C (68°F) to 30°C (86°F).	

Pendant Type/Length	Back Box	Environment	Fusing	Protocol	Sensors
Rigid Straps REL-1** (12" - 96") Order in 12" increments up to 96"	COR Corner mounted back box	WL** Wet Location	GLR** Fuse and Fuse Holder	PC** Photocentric Switch	OCCEB1** Bluetooth connected microwave occupancy sensor mounted behind the lens. All LED board sensors to dim to 30%, 40%, 30%, 20%, or 10% fixed selectable low levels.

Mounting Hardware	Hardware
DRPCP** Aluminum drip cap finished with white polyester powder coat to be used when pendant mounted	PHSC Phillips Head instead of TORX® head

Ordering Notes

- See Size and Wattage Chart.
- Not available with DR or 19W.
- Not available with 1FT, 2FT or 3FT.
- Not available with 54V.
- Not available with 1FT.
- Not available with MWLT.
- Not available with CUL.
- Not available with Lumens over 1800 LM.
- UL and DRPCP is required with Rigid Straps (REL).
- Not available with MWLT or 347.
- Not available with any Emergency Battery Pack.

Accessories: Order as separate catalog number.

TXSD TORX® Screwdriver Bit

Order separate enclosure over (1) TXSD per fixture

UPLIGHT CUT SHEET (IFIXTURES B, C, & D):



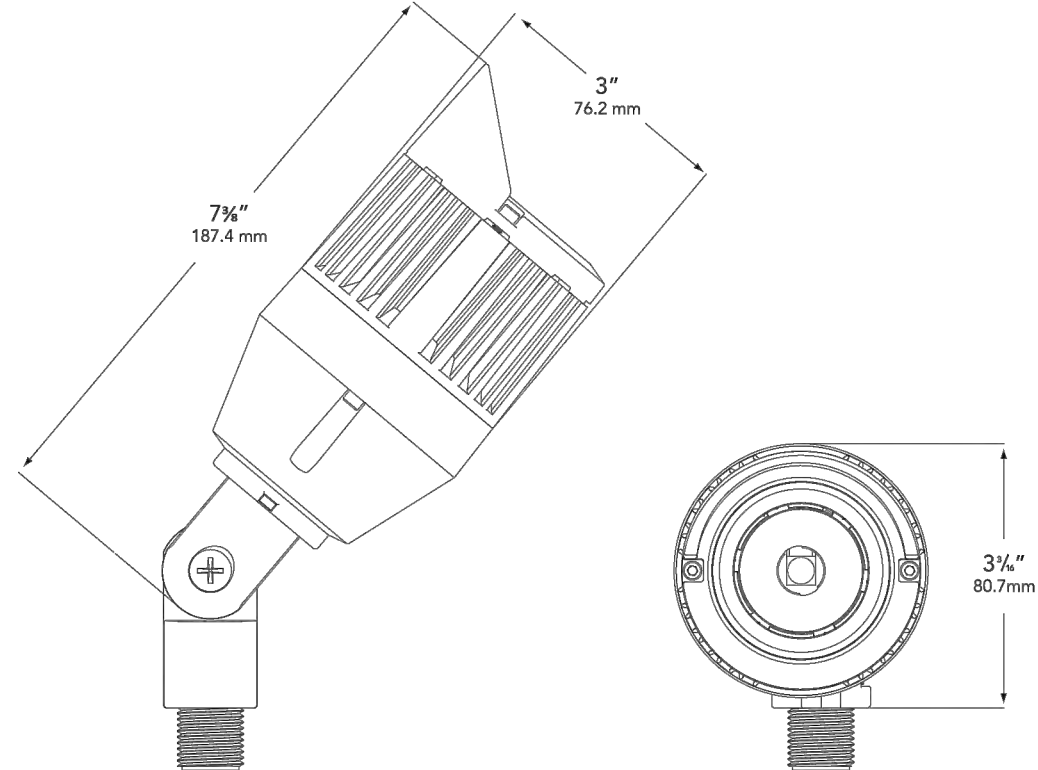
SPECIFICATION SHEET

MODEL 3106 Landscape Series • Up & Accent Lights

FIXTURE SPECIFICATIONS:

HOUSING: Die-cast, copper-free aluminum fitted to housing with a closed-cell molded silicone gasket – providing a superior weather-tight seal. Door is designed to shed water from the lens surface.	OPTICS: Available in VNS - Very Narrow Spot, SP - Spot, MF - Medium Flood, or WF - Wide Flood.
SHROUD: Die-cast, copper-free aluminum fitted to housing with a closed-cell molded silicone gasket – providing a superior weather-tight seal. Door is designed to shed water from the lens surface.	MOUNTING: Injection-molded composite adjustable knuckle with 1/2" NPS thread. Fixture may be mounted into threaded hubs in junction boxes, ground stakes (GR), tree mount boxes (TR), or mounting canopies (WR).
FINISH: Durable powder coat finish available in Black, Architectural Bronze, Dark Bronze, Granite, White, Architectural Brick, Light Bronze, Special Bronze, Glossy Gray, Rust, Hunter Green, Weathered Bronze, Weathered Iron, Graphite Metallic, Verde, Pewter, Mocha and Olde Finish. Custom Powder coat finishes available on request.	FASTENERS: All fasteners are stainless steel.
LAMP TYPE: LED Lamp Only - Cree® MT-G2 High Density Array (HDA) driven at 4.5-watts, 9.5-watts, or 13-watts. Color temperature available in 27° - (2700K), W - Warm (3000K), 35° - (3500K), N - Neutral (4000K), C - Cool (5000K).	WIRING: Prewired with a 36" pigtail of 18-2 direct-burial cable and underground connectors for a secure connection to supply cable.
ELECTRICAL: Input voltage range 9 - 15V AC.	All Vista luminaires are MADE IN U.S.A.

DIMENSIONS:



Vista Professional Outdoor Lighting reserves the right to modify the design and/or construction of the fixture shown without further notification.

1625 Surveyor Avenue • Simi Valley, CA 93063 • (805) 527-0987 • (800) 766-VISTA (8478)
FAX: (888) 670-VISTA (8478) • email@vistapro.com • www.vistapro.com



SPECIFICATION SHEET

MODEL 3106 Landscape Series • Up & Accent Lights

FIXTURE ORDERING INFORMATION

TO ORDER FIXTURE: Select appropriate choice from each column as in the following example.

EXAMPLE: GR-3106-B-4.5-W-SP

MOUNTING	MODEL	FINISH	WATTAGE	COLOR TEMP	DISTRIBUTION	ACCESSORIES
GR- ABS ground stake WR- Wall-mount canopy TR- Tree-mount J-box	3106	Standard B - Black Z - Architectural Bronze DZ - Dark Bronze GT - Granite W - White Premium BR - Architectural Brick LZ - Light Bronze SB - Special Bronze GG - Glossy Gray R - Rust HG - Hunter Green WB - Weathered Bronze WI - Weathered Iron GM - Graphite Metallic Hand Finished G - Verde P - Pewter M - Mocha OF - Olde Finish	4.5 9.5 13	27 - 2700K W - Warm 35 - 3500K N - Neutral C - Cool	VNS - Very Narrow Spot SP - Spot MF - Medium Flood WF - Wide Flood	HL - Honeycomb Louver S - 5' Wire Lead NOTE: * If fixture to be used with Extended Arm Mount (EAM) - must order with extended wire length

Fixtures shipped with standard lamp, unless otherwise specified.
Fixtures shipped with specified mounting hardware.

LUMEN OUTPUT PACKAGES

Beam Spread	Lumens		
	4.5	9.5	13
VNS	4.5 Watts 135 Lumens	9.5 Watts 214 Lumens	13 Watts 269 Lumens
SP	4.5 Watts 364 Lumens	9.5 Watts 566 Lumens	13 Watts 738 Lumens
MF	4.5 Watts 321 Lumens	9.5 Watts 487 Lumens	13 Watts 711 Lumens
WF	4.5 Watts 332 Lumens	9.5 Watts 542 Lumens	13 Watts 686 Lumens

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FAX: (888) 670-VISTA (8478) • email@vistapro.com • www.vistapro.com

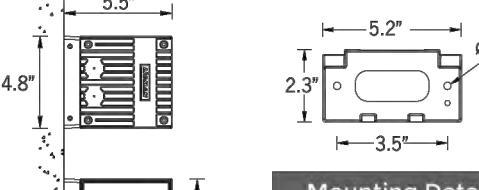
WALL SCONCE CUT SHEET (IFIXTURE E):

ULD-30021
Lador 7 Surface

7144 NE Progress Ct | 1.503.645.0500
Hillsboro, Oregon 97124 | F.503.645.8100
www.ligmanlightingusa.com



Length 5.5" | Height 4.3" | Weight 4.4 lbs
IP66 • Suitable For Wet Locations
IK07 • Impact Resistant (Vandal Resistant)



Mounting Detail

Lador Product Family

ULD-30001 ULD-30001 ULD-30001

ULD-80001 ULD-80001 ULD-80001

ULD-80031 ULD-50001 ULD-50001

ULD-30021 ULD-50021 ULD-20001

Construction

Aluminum.
Less than 0.1% copper content – Marine Grade 6060 extruded & LM6 Aluminum High Pressure die casting provides excellent mechanical strength, clean detailed product lines and excellent heat dissipation.

Pre-paint
5 step degrease and phosphate process that includes deoxidizing and etching as well as a zinc and nickel phosphate process before product painting.

Memory Retentive -Silicon Gasket
Provided with special injection molded "fit for purpose" long life high temperature memory retentive silicon gaskets. Maintains the gaskets exact profile and seal over years of use and compression.

Thermal management
LM6 Aluminum is used for its excellent mechanical strength and thermal dissipation properties in low and high ambient temperatures. The superior thermal heat sink design by Ligman used in conjunction with the driver, controls thermal below critical temperature range to ensure maximum luminous flux output, as well as providing long LED service life and ensuring less than 10% lumen depreciation at 50,000 hours.

Surge Suppression
Standard 10kv surge suppressor provided with all fixtures.

BUG Rating
B2 - U1 - G0

Finishing.
All Ligman products go through an extensive finishing process that includes fettling to improve paint adherence.

Paint
UV Stabilized 4.9Mil thick powder coat paint and baked at 200 Deg C.
This process ensures that Ligman products can withstand harsh environments. Rated for use in natatoriums.

Hardware
Provided Hardware is Marine grade 316 Stainless steel.

Anti Seize Screw Holes
Tapped holes are infused with a special anti seize compound designed to prevent seizure of threaded connections, due to electrolysis from heat, corrosive atmospheres and moisture.

Crystal Clear Low Iron Glass Lens
Provided with tempered, impact resistant crystal clear low iron glass ensuring no green glass tinge.

Optics & LED
Precision optic design provides exceptional light control and precise distribution of light. LED CRI > 80

Lumen - Maintenance Life
L80 B10 at 50,000 hours (This means that at least 90% of the LED still achieve 80% of their original flux)

Square surface wall-mounted architectural range. Four sizes of square artistic precision with wide range of beam distributions.

A range of square outdoor IP66 wall sconce that meets both aesthetic and functional applications. This cubic wall sconce range is available with 4 different sizes, starting with a small 2.4" square profile at 3w, and increases proportionately to 3" at 11w, 4.5" at 21w and 5.5" square at 40w. This glare free luminaire is available in Narrow beam, Medium , Wide, Very Wide and Elliptical beam patterns.

This luminaire is engineered to meet harsh outdoor environments, as well as being able to be used as a decorative indoor product.

The Lador is provided with an integral driver and has accessories that include; dichroic color filters, linear spread lens, honeycomb louvers and anti-glare visors.

The Lador product family consists of; floodlights, wall sconces, ceiling mounted squares and cluster column event poles.

This luminaire is available with a natatorium rated coating.



ULD-30021
Lador 7 Surface

7144 NE Progress Ct | 1.503.645.0500
Hillsboro, Oregon 97124 | F.503.645.8100
www.ligmanlightingusa.com



PROJECT					DATE	
QUANTITY		TYPE		NOTE		

ORDERING EXAMPLE || ULD - 30021 - 22w - M - W30 - 02 - 120/277v - Options

LAMP	BEAM	LED COLOR	FINISH COLOR	VOLTAGE
22w LED 1791 Lumens	N - Narrow 11" M - Medium 18" W - Wide 31" VW - Very Wide 60" E - Elliptical 12" x 41"	W27 - 2700K W30 - 3000K W35 - 3500K W40 - 4000K	01 - BLACK RAL 9011 02 - DARK GREY RAL 7043 03 - WHITE RAL 9003 04 - METALLIC SILVER RAL 9006 05 - MATTE SILVER RAL 9006 06 - LIGMAN BRONZE 07 - CUSTOM RAL	120/277v Other - Specify

--	--	--

ADDITIONAL OPTIONS

NAT - Natatorium Rated
F - Frosted Lens
HCL - Honeycomb Louvre
LSL - Linear Spread Lens

COLOR DICHROIC FILTERS
RD - Red Lens
BL - Blue Lens
AM - Amber Lens
GR - Green Lens

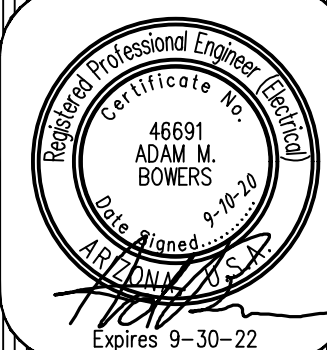
WRIGHT ENGINEERING
PROJECT NO:
20408
DESIGN BY: CRC
DRAWN BY: CRC
CHECKED BY: AMB

WRIGHT engineering corporation
ELECTRICAL ENGINEERING AND DESIGN
165 EAST CHILTON DRIVE • CHANDLER, ARIZONA 85225
PHONE 480.497.5829 • FAX 480.497.5807
www.wrightengineering.us

PROJECT: TITLE:

AVONDALE, ARIZONA
ALAMAR PHASE 4
PHOTOMETRIC PLAN
LIGHTING CUT SHEETS

NO.	DATE	SUBMITTALS/REVISIONS (DESCRIPTIONS)	1ST SUBMITTAL	NOT USED	NOT USED
1	SEP 2020				



DRAWING NO:
PH4
25 OF 25



Exhibit H

Certificates of Adequate School Facilities

Littleton Elementary School District

Tolleson Union High School District



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for PAD Rezoning and Preliminary Plat has been submitted to the City of Avondale, Department & Engineering Services Department, for review.

Project: Lakin Property Assigned Planner: Rob Gubser
Request: PAD Rezoning Acreage/Parcel Size: 1,128
Zoning: Existing RU-43 Proposed (if applicable): PAD
Density Allowed: 4.1 Density Proposed (if applicable): 3.36

Please review the attached application and check the appropriate box below. It is the applicant's responsibility to ensure that this form is completed and returned to the Development & Engineering Services Department prior to the scheduling of any public hearings or approval of site plan. Upon a complete review of the application, the request may be presented to the Planning Commission and/or City Council at a public hearing.

The District has adequate capacity to accommodate the estimated enrollment from the proposed development

Yes

☐ No

If inadequate capacity, the District is currently working with the applicant/developer to provide or help provide adequate school facilities

☐ Yes

No

Date Reviewed: 09-11-2017
School District: Littleton Elementary School District
Authorized District Representative Name/Title:
Dr. Roger Freeman, Superintendent
Phone #: (623) 478-5611
E-mail: freeman.roger@littletonaz.org
Signature: 



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

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Density Allowed: 4.1 Density Proposed (if applicable): 3.36

Please review the attached application and check the appropriate box below. It is the applicant's responsibility to ensure that this form is completed and returned to the Development & Engineering Services Department prior to the scheduling of any public hearings or approval of site plan. Upon a complete review of the application, the request may be presented to the Planning Commission and/or City Council at a public hearing.

The District has adequate capacity to accommodate the estimated enrollment from the proposed development

☒ Yes

☐ No

If inadequate capacity, the District is currently working with the applicant/developer to provide or help provide adequate school facilities

☒ Yes

☐ No

Date Reviewed: September 15, 2017

School District: Tolleson Union High School District #214

Authorized District Representative Name/Title: Nora Gutierrez, Superintendent

Phone #: 623-478-4000

E-mail: nora.gutierrez@tuhsd.org (copy jeremy.calles@tuhsd.org)

Signature:

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.avondale.org/development/services

CITY COUNCIL REPORT

SUBJECT: Roosevelt Park Phase 3 – Preliminary Plat – Application PL-20-0168

MEETING DATE: 2/1/2021

TO: Mayor and Council

FROM: Kevin Murphy, Development & 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 by Mr. Joe Petrucci, EPS Group, Inc., for approval of a Preliminary Plat for Roosevelt Park Phase 3, a proposed 135-lot single-family subdivision on 29.66 gross acres approximately 1,300 feet north of the northeast corner of Van Buren Street and 111th Avenue, on the east side of 111th Avenue. The Council will take appropriate action.

BACKGROUND:

The 29.66 gross acre subject property (Exhibits A and B), part of the 144.91 gross acre Roosevelt Park development, is located approximately 1,300 feet north of the northeast corner of Van Buren Street and 111th Avenue, on the east side of 111th Avenue.

The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) by City Council action in July 2001. The approved 2001 Roosevelt Park PAD included two (2) phases of development: Roosevelt Park I, south of Van Buren Street, was planned for conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Development of Roosevelt Park I is complete with a total of 481 single-family homes on 147 acres.

The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street (Roosevelt Park II), replaced single-family homes with townhomes, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from nine (9) dwelling units per acre to 6.21 dwelling units per acre. All other development standards and conditions of approval from the original approval were left in place.

The PAD was again amended by City Council in April 2018. The 2018 amendment, which again impacted only Roosevelt Park II, eliminated the townhomes, apartments, and condominium uses approved in 2005, instead allowing for development of 607 single-family residences in four (4) phases. The 2018 Amendment also specifies that the community will be gated, and that all streets internal to the community will be private. In addition to the planned residential development, the PAD reserves approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street for commercial development.

An additional PAD Amendment (applying only to Roosevelt Park II) to revise the phasing of on-site and off-site development was approved in December 2019. Phase 4 of the Roosevelt Park II development was amended to become Phase 2 (and vice versa) due to development logistics which meant moving development phasing in a westbound direction along Van Buren Street was more practical for the overall development of the site.

The Phase 3 property is designated Medium High Density Residential (MHDR) on the General Plan 2030 Land Use Map (Exhibit C). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). The approved Roosevelt Park PAD zoning is in conformance with the MHDR designation.

The existing uses and zoning of surrounding properties include:

North: Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses.

East of 107th Avenue: Multiple parcels zoned Griffith Commerce Park Planned Area Development (PAD), allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI) and a used car dealership. Avondale 107, a new commerce park, is under construction north of UTI. The remaining parcels are undeveloped.

South of Van Buren Street: Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD).

West of 111th Avenue: Two (2) separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family residential apartment community, is located at the northwest corner of 111th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD).

SUMMARY OF REQUEST:

The applicant is requesting approval of a Preliminary Plat for Roosevelt Park Phase 3 (Exhibit E). In conformance with the Roosevelt Park PAD, as amended, the proposed Preliminary Plat (Exhibit F) divides the site into 135 single-family residential lots consisting of three (3) lot types, as follows:

- 43 single-family lots, which are a minimum 4,365 square foot in area (minimum 45'x97'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.
- 72 single-family lots, which are a minimum 4,850 square foot in area (minimum 50'x97'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.
- 20 single-family lots, which are a minimum 5,820 square foot in area (minimum 60'x97'), with the exception of corner lots that are slightly smaller due to being on a street intersection corner.

Access to and from Roosevelt Park Phase 3 will be provided via two (2) street connections: an ingress/egress connection from 111th Avenue is provided along the western edge of the site, and another ingress/egress connection from Roosevelt Street at the north edge of the site. As with all other portions of the community, the neighborhood will be gated and have private streets. The developer will be responsible for the construction of all water, sewer, and street infrastructure needed to serve the planned development. This includes paying a proportionate share of the future traffic signals at Roosevelt Street/107th Avenue and Van Buren/111th Avenue intersections, as well as constructing asphalt pavement, curb and gutter, sidewalk, street lights, SRP

pipe, and landscaping along their entire 111th Avenue frontage.

A Landscape, Wall, and Open Space Plan is provided as part of the application (Exhibit G). Approximately 14.19 acres of open space, including the community's primary park with a neighborhood pool, are being constructed in Phases 1 and 2 of the development; while Phase 3 will add an additional 6.35 acres of open space, resulting in a total of 20.54 acres of open space or approximately 23 percent of the net site area. Phase 3 open space will be provided in a total of thirteen (13) HOA owned and maintained tracts.

Amenities in this phase include:

- A 2.09-acre park located in Tract K near the southeast corner of Phase 3 that will feature a basketball court, large turf area for open play, fitness stations, ramadas with picnic tables, barbeque grills, and children's play structures.
- A 1.29-acre park located in Tract A near the southwest corner of Phase 3, featuring picnic tables, a ramada and shade structure, barbecue grill, and turf area for open play.

In addition to open space tracts, the Preliminary Plat establishes Tract N, to accommodate development of the private local streets that will serve Phase 3.

Phase 3's walls and monumentation will share a common design with the walls and monumentation currently being constructed as part of Phases 1 and 2. Decorative, earth toned masonry theme walls featuring Cantera Stone columns will be provided along all streets and in all locations where walls are visible from publicly accessible areas.

PUBLIC PARTICIPATION:

Preliminary Plats are not public hearing items; thus, no public notifications are required. However, as is the City's policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. No residents have contacted Staff regarding the proposed Preliminary Plat.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:

The property is in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The LESD no longer assigns students to particular elementary schools based upon geographical location. As such, elementary age students living in Roosevelt Park Phase 3 will have an opportunity to choose which school they will attend within the LESD system. Collier Elementary, located within the Coldwater Springs community approximately 1.5 miles southwest of Roosevelt Park, is geographically closest to the Roosevelt Park II property. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street.

Both LESD and TUHSD have provided the City with signed certificates stating that each district has adequate school facilities to accommodate the estimated enrollment of new students to be generated by the proposed development (Exhibit H).

PLANNING COMMISSION ACTION:

Planning Commission reviewed the proposed Preliminary Plat on December 16, 2020 and voted 6-0 to recommend approval of the request subject to four (4) staff recommended conditions. The Commission had no comments or questions on the proposal.

ANALYSIS:

The proposed Roosevelt Park Phase 3 Preliminary Plat and Landscape, Wall, and Open Space Plan are in conformance with the Roosevelt Park PAD, as amended, as well as the City's Subdivision Ordinance, Zoning Ordinance, and Single-Family Residential Design Manual. The proposed 135-lot single-family residential subdivision consisting of three (3) lot types adheres to the requirements of the approved PAD and will result in development of a community consistent with the desired character for development in the General Plan's Medium/High Density land use category. Open space and amenities within the overall Roosevelt Park community exceed requirements and will offer future residents of all ages a range of recreational options in proximity to their homes. Monument signs and walls are consistent between Phases 1, 2, and 3 to create a seamless aesthetic.

Floor plans and elevations for single-family house products in the development will require City administrative approval. As with all new residential development, the City will expect any proposed housing product to meet all requirements of the City's Single-Family Residential Design Manual to reduce garage dominance and create visually interesting streetscapes.

DISCUSSION:

Staff recommends approval of this application for the following reasons:

- The proposed Roosevelt Park Phase 3 Preliminary Plat, including the Landscape, Wall, and Open Space Plan, are in conformance with the approved Roosevelt Park PAD, as amended.
- The proposed Roosevelt Park Phase 3 Preliminary Plat, including the Landscape, Wall, and Open Space Plan, meet or exceed requirements within the City of Avondale Zoning Ordinance, Subdivision Regulations, and Single-Family Residential Design Manual.
- Through provision of a community pool and a wide range of other amenities between Phases 1, 2, and 3 the proposal achieves City objectives related to provision of open space, trails, and parks.

STRATEGIC PLAN:

INITIATIVE: Foster sustainable community development

- STRATEGIC GOAL: Encourage build-out in residential housing opportunities that support diverse housing options.
- STRATEGIC GOAL: Maintain and expand quality infrastructure and improve connectivity to City amenities.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

No public hearing is required. City Council will **APPROVE** Application PL-20-0168 Roosevelt Park Phase 3, a request for Preliminary Plat approval for the proposed 135-lot Roosevelt Park Phase 3 subdivision, subject to the following four (4) conditions of approval:

1. Development of Roosevelt Park II Phase 2 shall conform to the following documents, except as modified by these conditions of approval:

- a. Preliminary Plat Narrative, date stamped October 29, 2020
- b. Preliminary Plat, date stamped November 19, 2020

- c. Landscape, Wall, and Open Space Plan, date stamped July 28, 2020
- d. Preliminary Civil Plans, date stamped October 29, 2020.

2. In accordance with the City of Avondale Subdivision Regulations, approval of the Preliminary Plat shall expire in two (2) years from the date of approval unless a Final Plat has been approved and recorded.

3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

4. Development shall occur in accordance with the approved PAD, including any amendments thereto. Off-site improvements must be completed by the developer as stipulated with zoning approval

PROPOSED MOTION:

I move that City Council **APPROVE** Application PL-20-0168 Roosevelt Park Phase 3, a request for Preliminary Plat approval for the proposed 135-lot Roosevelt Park Phase 3 subdivision, subject to four (4) recommended conditions of approval as listed in the staff report.

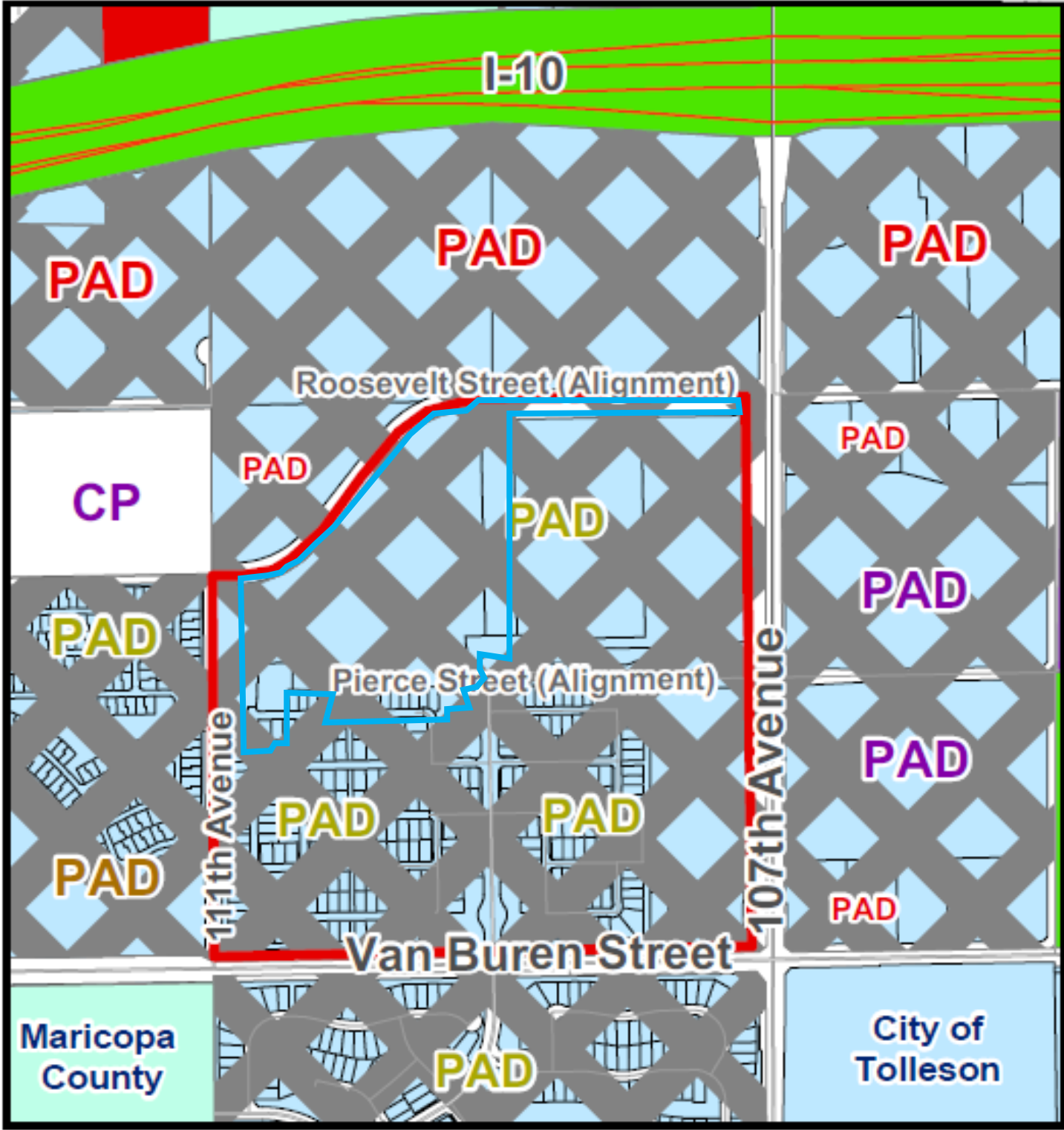


Aerial Photograph

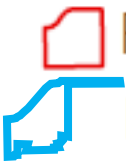


 Roosevelt Park II
 Phase 3 (Proposed)



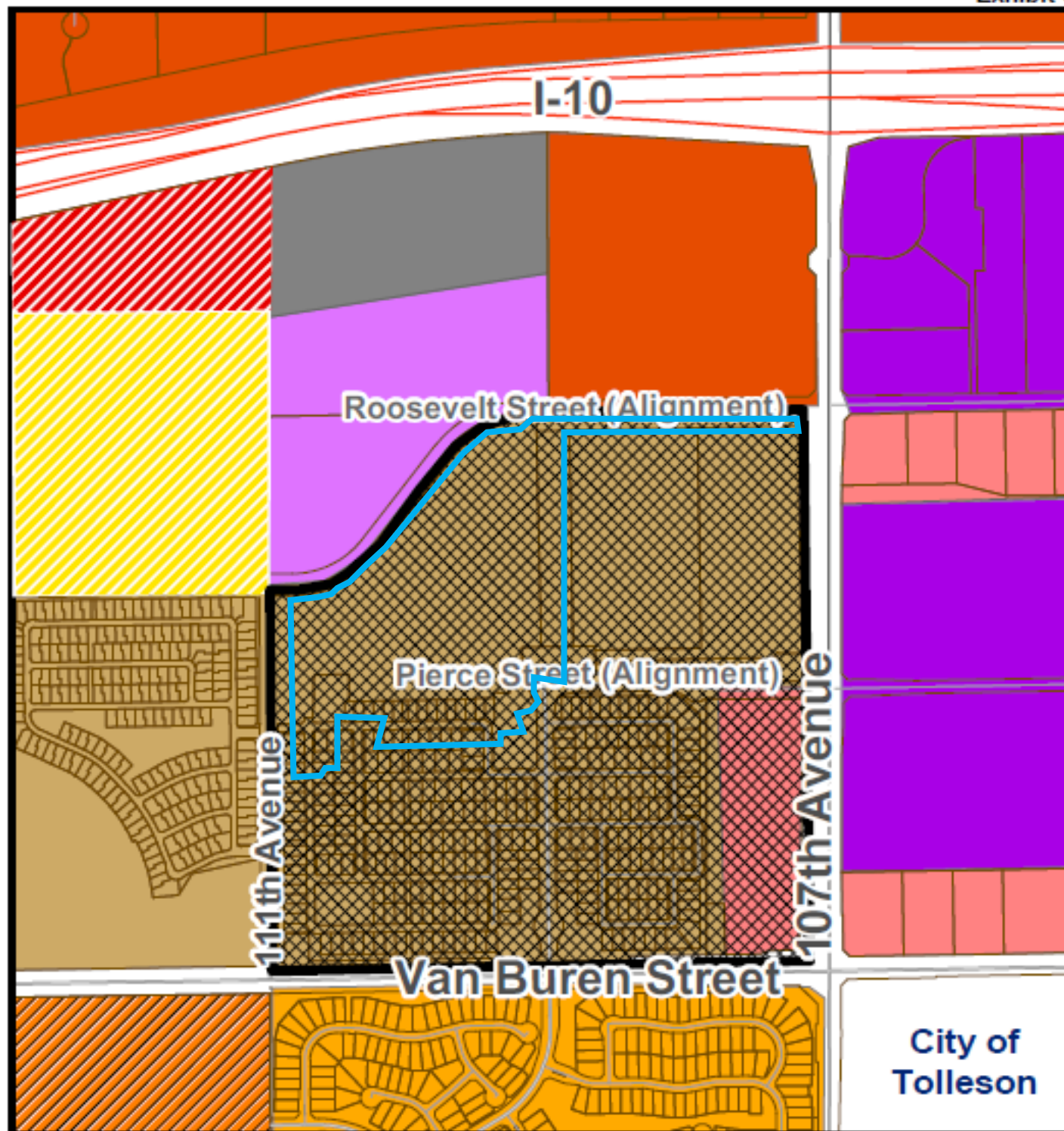


Zoning Vicinity Map



Roosevelt Park II
Phase 3 (Proposed)





General Plan Land Use Map

Medium/High Density Residential

Freeway Commercial

The BLVD - Neighborhood District

Medium Density Residential

High Intensity Office

The BLVD - Residential District

Mixed Use

Local Commercial

The BLVD - Gateway District

Business Park



Roosevelt Park II



Phase 3 (Proposed)

SUMMARY OF RELATED FACTS

APPLICATION PL-20-0168

THE PROPERTY	
PARCEL SIZE (TOTAL)	144.91 gross acres
PARCEL SIZE (PROPOSED PHASE 3)	29.66 gross acres
LOCATION	1,300 feet north of the northeast corner of Van Buren Street and 111 th Avenue, on the east side of 111 th Avenue
PHYSICAL CHARACTERISTICS	Relatively flat with no unusual physical characteristics
EXISTING LAND USE	Phase 1 of the Roosevelt Park II development is nearly complete, while Phase 2 is currently under construction. The remainder of the site is undeveloped and no longer in agricultural use.
EXISTING ZONING	Roosevelt Park Planned Area Development (PAD)
ZONING HISTORY	The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) in July 2001. The approved Roosevelt Park PAD included two phases of development. Roosevelt Park I, south of Van Buren Street was planned for conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Roosevelt Park I is complete with a total of 481 single-family homes on 147 acres. The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street, replaced conventional single-family homes with townhomes, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from 9 du/ac to 6.21 dwelling units per acre. All other development standards and conditions of approval from the original approval were left in place. The PAD was again amended by City Council in April 2018. The 2018 amendment, which again only impacted the portion of Roosevelt Park north of Van Buren Street, eliminated the townhomes, apartments, and condominium uses approved in 2005, allowing for development of 607 single-family residences in four phases. The 2018 Amendment also specifies that the community will be gated, and that all streets internal to the community will be private. Approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street are reserved for commercial development.

SURROUNDING ZONING AND LAND USE	
NORTH	Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses.

WEST OF 111 TH AVENUE	Two separate residential communities abut the Roosevelt Park II community to the west. Versante, a fully-developed 336-unit multi-family residential apartment community, is located at the northwest corner of 111 th Avenue and Van Buren Street. Waterford Square, a fully-developed 217-lot single-family residential subdivision, is located immediately north of Versante. Both communities are zoned Waterford Square Planned Area Development (PAD).
SOUTH OF VAN BUREN STREET	Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD).
EAST OF 107 TH AVENUE	Multiple parcels zoned Griffith Commerce Park Planned Area Development, allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI) and a used car dealership. Avondale 107, a new commerce park, will soon be under construction north of UTI. The remaining parcels are undeveloped.
GENERAL PLAN	
Except for the 10.9-acre commercial corner, which is designated Local Commercial by the General Plan 2030 Land Use Map, the Roosevelt Park II site is designated Medium High Density Residential (MHDR). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).	

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOLS	School of choice
HIGH SCHOOL	La Joya High School
107th Avenue	
Classification	Minor Arterial
Existing half-street ROW	None
Standard half-street ROW	65 feet
Existing half-street improvements	None
Standard half-street improvements	2 travel lanes, turn lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

Van Buren Street	
Classification	Arterial
Existing half-street ROW	65 feet
Standard half-street ROW	65 feet
Existing half-street improvements	Two Traffic Lanes in each direction
Standard half-street improvements	Two traffic lanes in each direction with ½ center turn lane, curb, gutter, sidewalk, landscaping and streetlights.

111th Avenue	
Classification	Major Collector
Existing half-street ROW	40 feet
Standard half-street ROW	40 feet
Existing half-street improvements	None (Standard improvements required with Phase 2 are designed and pending construction after SRP irrigation undergrounding)
Standard half-street improvements	1 travel lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

<i>UTILITIES</i>
Water is served to the Roosevelt Park II development by an existing 12-inch water line in 111th Avenue, an existing 16-inch water line in 107th Avenue, and an existing 16-inch water line in Van Buren Street. Sewer is served to the Roosevelt Park II development by an existing 15-inch sewer line in 107th Avenue and an existing 18-inch sewer line in Van Buren Street. Salt River Project (SRP) provides electricity in this portion of Avondale.

Exhibit E

Project Narrative



Roosevelt Park Pre-Plat Narrative – Phase 3

Introduction & Location of Property

Mattamy Homes is proposing to develop a special housing design/ elevation specifically created for the City of Avondale as Phase III of the Roosevelt Park PAD. In addition, Mattamy is proposing to allow for a mix of a variety of lot sizes all on the same street. This original design will be a gated single-family residential community totaling approximately 128-gross acres at the northeast corner of 107th Avenue and Roosevelt Street within the City of Avondale. More specifically, the project is located in the Southeast Quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, parcels 102-56-005T, 102-56-005R, and 102-56-005S (the "Property"). The subject parcels are currently used for agricultural purposes.

Phase 3 – Pre-Plat

Roosevelt Park Phase 3 is located adjacent to Roosevelt Street and 111th Avenue, within the northwest quadrant of the overall project site. Phase 3 includes 27.59 gross acres of land, including 7.56 acres of open space (27.8% of the phase). In total, one-hundred and thirty-five (135) dwelling units are proposed within the phase, equating to 5.20 dwelling units per acre. Pursuant to the PAD document, three different lot sizes are proposed (45'x97', 50'x97', and 60'x97') within two different lot mix categories (3,800SF – 4,749SF, and 4,750SF-5,699SF). Two park spaces are included within Phase 3, the details of which are provided in the Parks and Open Space section below.

Character

The overall architectural character of Phase 3 matches the character of the overall Property, which includes a variety of entirely new products created just for Avondale, with a modern desert landscape palette that will complement the surrounding architecture and environment. Playing off of the historical character of the area, authentic and natural materials, along with a patterned landscape will be utilized. These elements evoke the historical character and lifestyle, while providing a diverse housing opportunity in Avondale's central core environment, for Avondale residents that do not have the time or desire to maintain a large suburban lot.

Parks, Open Space and Recreation Areas

Two amenity area are planned for Phase 3 of this development. The amenity areas will complement the architectural style of the homes, and the community's overall landscape theme. The planned amenity areas will feature ramadas with a large picnic tables, charcoal grills, play structures with a shade elements, bike racks, trash receptacles, pet waste stations, and large turf areas for active play.

Trails

The community is designed to encourage a healthy and active lifestyle through the inclusion of trails and sidewalks that connect residents to each area of open space and various amenity areas within the development. Ensuring access to the City's planned bike lanes and trails, shown on the Parks, Recreation Facilities and Trails Master Plan, is a top priority for this community. Through the use of pedestrian gates, residents will have access to Avondale's extensive system of trails and bikeways, connecting homes and residents to parks, shopping areas, businesses, schools, Estrella Mountain Community College, and to public land surrounding the City.

Monumentation and Theming

Enhanced gateway monumentation and overall project theming will be provided within the community and at the gated project access way off Roosevelt Parkway. Within Phase 3, monumentation shall be provided on

the west side of Roosevelt Street. The Roosevelt Street monument includes a 7'-2" tall monument using 12"x12" Cantera tile with a 2" Cantera paver cap. Polished aluminum reverse pan channel letters that are internally lit spell out "Roosevelt Park, a Mattamy Homes Community". A perimeter wall designed to match the greater community has been provided within Phase 3 for community security and safety and will be enhanced by a comprehensive landscape character and palette, punctuated by attractive features signifying arrival to the community. Together, these elements will be integrated with each other to establish a character that complements the City of Avondale, the community as a whole, and surrounding developments.

Conclusion

The proposed Phase 3 development furthers the City of Avondale's aspirations for quality residential areas, and provides prospective residents with a well-organized, interconnected community. With ample open space, landscape areas, recreational amenities, and unique monumentation, the development will reflect the character of the area and the overall proposed Roosevelt Park development. Phase 3 of Roosevelt Park will continue to provide a desirable residential community within Avondale, while respecting its existing adjacent neighborhoods, commercial development, and planned employment centers.

Primary Community Design Objectives and Guiding Principles:

- Emphasize a variety of land uses to provide housing (at many socio-economic levels), services, and recreational opportunities;
- Create a strong thematic identity communicated through monumentation, landscape materials, walls, and fencing;
- Create the physical facilities and establish soft infrastructure programs to encourage "community" building;
- Develop a high-quality community that is compatible with the existing built environment;
- Create clear hierarchies of open space, public spaces, and circulation patterns;
- Offer diversity in lot sizes and architectural styles;
- Organize neighborhoods around centralized parks and provide interconnectivity to adjacent neighborhoods;
- Balance low-water usage/native landscapes with landscape theme concepts; and
- Create dual-usage open spaces that facilitate recreational use while functioning as storm water retention and recharge opportunities.

Exhibit F

Preliminary Plat

PRELIMINARY PLAT FOR ROOSEVELT PARK - PHASE 3

A PORTION OF THE SOUTHEAST QUARTER, SECTION 6, T.1 N., R.1 E., GILA AND SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

Received November 19, 2020

Exhibit F

LEGAL DESCRIPTION

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN HANDHOLE, FROM WHICH THE CENTER QUARTER CORNER OF SAID SECTION 6, BEING MARKED BY A REBAR WITH CAP STAMPED "LS 31020", BEARS SOUTH 88 DEGREES 59 MINUTES 18 SECONDS WEST, 2628.26 FEET;
THENCE ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88 DEGREES 59 MINUTES 18 SECONDS WEST, 140.94 FEET;
THENCE SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 50.00 FEET TO THE **POINT OF BEGINNING**;

THENCE ALONG A LINE 140.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER, SOUTH 0 DEGREES 02 MINUTES 16 SECONDS WEST, 40.01 FEET;
THENCE ALONG A LINE 90.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, SOUTH 88 DEGREES 59 MINUTES 18 SECONDS WEST, 1071.82 FEET;
THENCE ALONG THE WEST BOUNDARY OF THAT PARCEL DESCRIBED IN DOCUMENT NO. 2020-0371295 OF MARICOPA COUNTY RECORDS, SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 1009.00 FEET;
THENCE ALONG THE NORTHERLY BOUNDARY OF THAT FINAL PLAT OF 'ROOSEVELT PARK - PHASE 1' RECORDED IN BOOK 1444, PAGE 4 OF MARICOPA COUNTY RECORDS, SOUTH 88 DEGREES 59 MINUTES 18 SECONDS WEST, 244.20 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 37.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 45.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHEASTERLY 13.04 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16 DEGREES 35 MINUTES 52 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 51.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHWESTERLY 110.18 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 123 DEGREES 46 MINUTES 51 SECONDS;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, ON A NON-TANGENT LINE SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 99.27 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 88 DEGREES 59 MINUTES 18 SECONDS WEST, 50.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 1 DEGREES 00 MINUTES 42 SECONDS WEST, 4.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 88 DEGREES 58 MINUTES 55 SECONDS WEST, 20.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 0 DEGREES 54 MINUTES 53 SECONDS EAST, 26.71 FEET;
THENCE ALONG THE NORTHERLY BOUNDARY OF THAT FINAL PLAT OF 'ROOSEVELT PARK UNIT II PHASE 2' RECORDED IN BOOK 1528, PAGE 22 OF MARICOPA COUNTY RECORDS, SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 90.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 0 DEGREES 54 MINUTES 56 SECONDS EAST, 4.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 89 DEGREES 05 MINUTES 04 SECONDS WEST, 589.73 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, NORTH 1 DEGREES 00 MINUTES 42 SECONDS WEST, 126.57 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 88 DEGREES 59 MINUTES 18 SECONDS WEST, 148.88 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 15.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHWESTERLY 23.56 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 1 DEGREES 00 MINUTES 42 SECONDS EAST, 76.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 519.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHERLY 69.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 7 DEGREES 38 MINUTES 23 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 481.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHERLY 42.89 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 5 DEGREES 06 MINUTES 34 SECONDS;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, ON A NON-TANGENT LINE NORTH 88 DEGREES 28 MINUTES 53 SECONDS WEST, 38.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, FROM WHICH THE RADIUS POINT BEARS SOUTH 88 DEGREES 28 MINUTES 53 SECONDS EAST A DISTANCE OF 519.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHERLY 7.92 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 0 DEGREES 52 MINUTES 29 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 15.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHWESTERLY 22.20 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 84 DEGREES 48 MINUTES 50 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 219.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHWESTERLY 24.33 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 6 DEGREES 21 MINUTES 54 SECONDS TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 181.00 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTHWESTERLY 33.57 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 10 DEGREES 37 MINUTES 41 SECONDS;
THENCE CONTINUING ALONG SAID NORTHERLY BOUNDARY, SOUTH 89 DEGREES 43 MINUTES 15 SECONDS WEST, 54.95 FEET;
THENCE ALONG A LINE 40.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, NORTH 0 DEGREES 16 MINUTES 45 SECONDS WEST, 600.25 FEET;
THENCE ALONG THE SOUTHEASTERLY BOUNDARY OF THAT PARCEL DESCRIBED IN DOCUMENT NO. 2007-0099665 OF MARICOPA COUNTY RECORDS, NORTH 89 DEGREES 43 MINUTES 15 SECONDS EAST, 55.00 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 540.00 FEET;
THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY, NORTHEASTERLY 485.50 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 51 DEGREES 30 MINUTES 49 SECONDS;
THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY, NORTH 38 DEGREES 12 MINUTES 26 SECONDS EAST, 557.96 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 460.00 FEET;
THENCE CONTINUING ALONG SAID SOUTHEASTERLY BOUNDARY, NORTHEASTERLY 407.70 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 50 DEGREES 46 MINUTES 52 SECONDS;
THENCE ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 108.06 FEET;
THENCE SOUTH 46 DEGREES 00 MINUTES 42 SECONDS EAST, 11.31 FEET;
THENCE ALONG A LINE 48.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 80.00 FEET;
THENCE NORTH 43 DEGREES 59 MINUTES 18 SECONDS EAST, 11.31 FEET;
THENCE ALONG A LINE 40.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 903.52 FEET;
SOUTH 81 DEGREES 00 MINUTES 42 SECONDS EAST, 57.59 FEET;
THENCE ALONG A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST QUARTER, NORTH 88 DEGREES 59 MINUTES 18 SECONDS EAST, 104.32 FEET TO THE **POINT OF BEGINNING**.

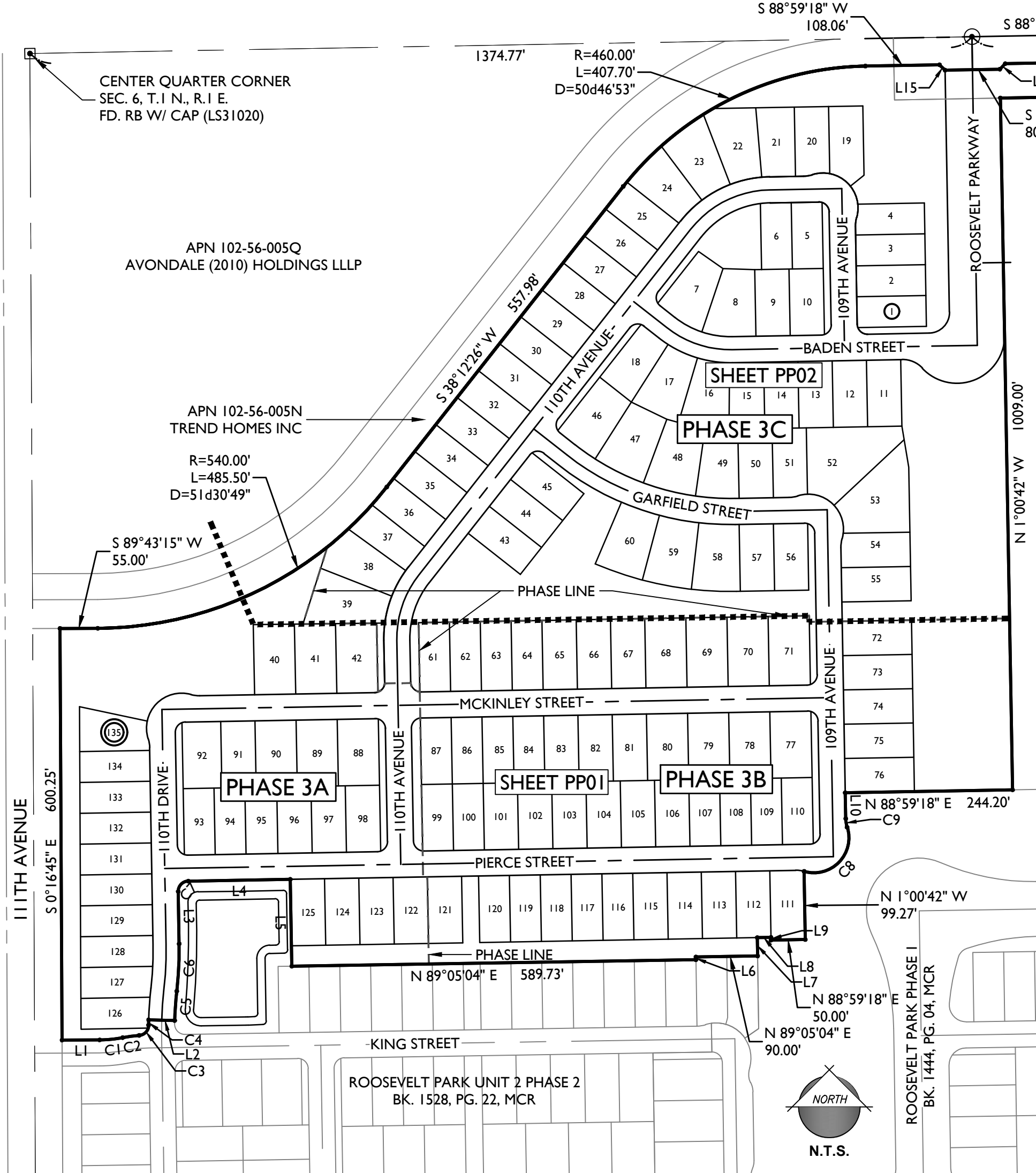
FLOOD ZONE

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

PROPERTY REPRESENTATIVE:
MATTAMY ARIZONA, LLC
9200 E PIMA CENTER PKVY, STE. 160
SCOTTSDALE, AZ 85258
TEL: (480)-291-8146
FAX: (480)-302-6076
CONTACT: CHRIS BRAMWELL

CIVIL ENGINEER
EPS GROUP, INC.
1130 N ALMA SCHOOL, STE. 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOE PETRUCCI, P.E.

LANDSCAPE ARCHITECT:
ANDERSONBARON
50 N MCCLINTOCK DRIVE, SUITE 1
CHANDLER, AZ 85226
TEL: (480)-699-7956
FAX: (480)-699-7986
CONTACT: ALEX FISH



PHASE BREAKDOWN

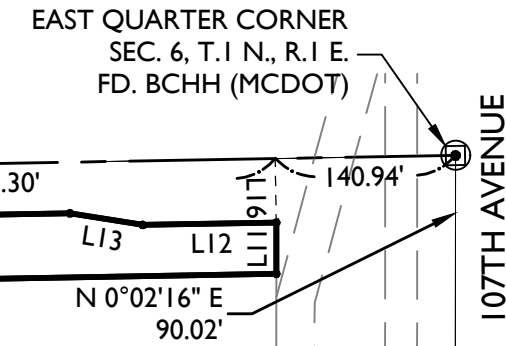
PHASE 3A	13 LOTS
45' x 97'	9 LOTS
50' x 97'	6 LOTS
60' x 97'	28 LOTS
TOTAL	
PHASE 3B	19 LOTS
45' x 97'	23 LOTS
50' x 97'	8 LOTS
60' x 97'	50 LOTS
TOTAL	
PHASE 3C	11 LOTS
45' x 97'	40 LOTS
50' x 97'	6 LOTS
60' x 97'	57 LOTS
TOTAL	

LEGEND

—————	PROPERTY BOUNDARY
-----	STREET CENTERLINE
-----	RIGHT OF WAY
-----	LOT LINE
-----	PUBLIC UTILITY EASEMENT
-----	SIGHT VISIBILITY TRIANGLE
-----	WATER LINE
-----	SEWER LINE

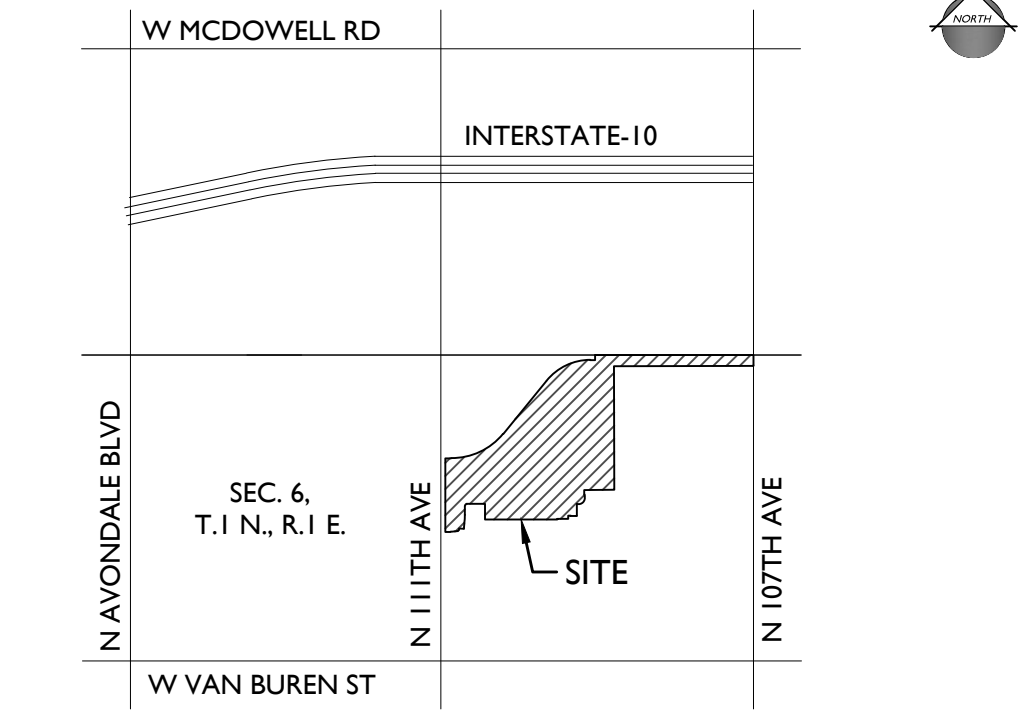
ROOSEVELT PARK PAD DEVELOPMENT STANDARDS			
STANDARD	60' x 97'	50' x 97'	45' x 97'
MIN. LOT AREA	5,700 SF	4,750 SF	4,275 SF
MIN. LOT WIDTH	60'	50'	45'
MIN. LOT DEPTH	97'	97'	97'
MAX. HEIGHT	2 STORIES / 30'	2 STORIES / 30'	2 STORIES / 30'
FRONT LIVABLE/SIDE-LOADED GARAGE	10'	10'	10'
GARAGE	20'	20'	20'
SIDE	5'	5'	5'
CORNER LOT - SIDE (ADJACENT TO 10' TRACT)	5' LIVABLE STRUCTURE (2)	5' LIVABLE STRUCTURE (2)	5' LIVABLE STRUCTURE (2)
REAR	10'	10'	10' (3)
DISTANCE BETWEEN BUILDINGS	10'	10'	10'
MAX. LOT COVERAGE	*	*	*

NOTES:
(2) FOR CORNER LOTS, A PROJECTION IS ALLOWED FOR ARCHITECTURAL ARTICULATION INTO THE SIDE SETBACK, AND A 5' PROJECTION IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES INTO THE SIDE SETBACK.
(3) FOR STREET LOADED HOMES, A 5' PROJECTION INTO THE REAR SETBACK IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES.
* LOT COVERAGE WILL BE DICTATED BY SETBACKS. SETBACKS WILL SUPERSEDE LOT COVERAGE REQUIREMENTS IN ANY STATED ZONING CATEGORY.



VICINITY MAP

N.T.S.



PROJECT INFORMATION

LOCATION: NEC OF VAN BUREN STREET AND 111TH AVE
A.P.N.: 102-56-197B; PORTION OF 102-56-005Z
GENERAL PLAN: MEDIUM HIGH DENSITY RESIDENTIAL
ZONING: PAD

GROSS AREA: +/- 29.66 AC.
NET AREA: +/- 28.79 AC.

NO. OF LOTS:
45' x 97' 43 LOTS
50' x 97' 72 LOTS
60' x 97' 20 LOTS
TOTAL 135 LOTS

DENSITY: +/- 4.7 DU/NET AC.

OPEN SPACE: 6.35 ACRES (21.8% OF NET AREA)

OPEN SPACE (PHASE 1, 2 & 3): 20.54 ACRES (23% OF PHASE 1, 2 & 3 NET AREA)

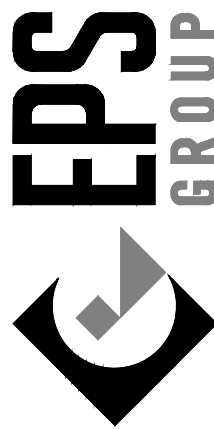
PRELIMINARY PLAT NOTES

- ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
- ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL. EACH FINAL PLAT SHALL INCLUDE A NOTE THAT STATES THAT THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
- THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE VAN BUREN STREET TRAIL EASEMENT.
- THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ALL LANDSCAPING IN PRIVATE TRACTS, AND ADJOINING PRIVATE PROPERTY OUTSIDE OF INDIVIDUAL LOT WALLS.
- HOMES ON LOTS WITH AN ASTERISK SHALL BE REQUIRED TO UTILIZE A HOUSE PLAN / ELEVATION WHERE THE GARAGE IS SITUATED ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.
- THE SOUTHERN 50 FEET OF ROOSEVELT STREET'S EXISTING 90 FEET RIGHT OF WAY SHALL BE ABANDONED IN THE FUTURE BY SEPARATE INSTRUMENT.

SHEET INDEX

SHEET 1	CS01	COVER SHEET
SHEET 2	PP01	PRELIMINARY PLAT
SHEET 3	PP02	PRELIMINARY PLAT
SHEET 4	PP03	STREET SECTIONS / DATA TABLES / LOT DIAGRAMS
SHEET 5	PP04	PHASING PLAN

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Suite 120
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Roosevelt Park - Phase 3

Cover Sheet

Project:

Revisions:

JULY 17, 2020 - 1ST PRE-PLAT SUBMITTAL
OCTOBER 1, 2020 - 2ND PRE-PLAT SUBMITTAL
OCTOBER 26, 2020 - 3RD PRE-PLAT SUBMITTAL



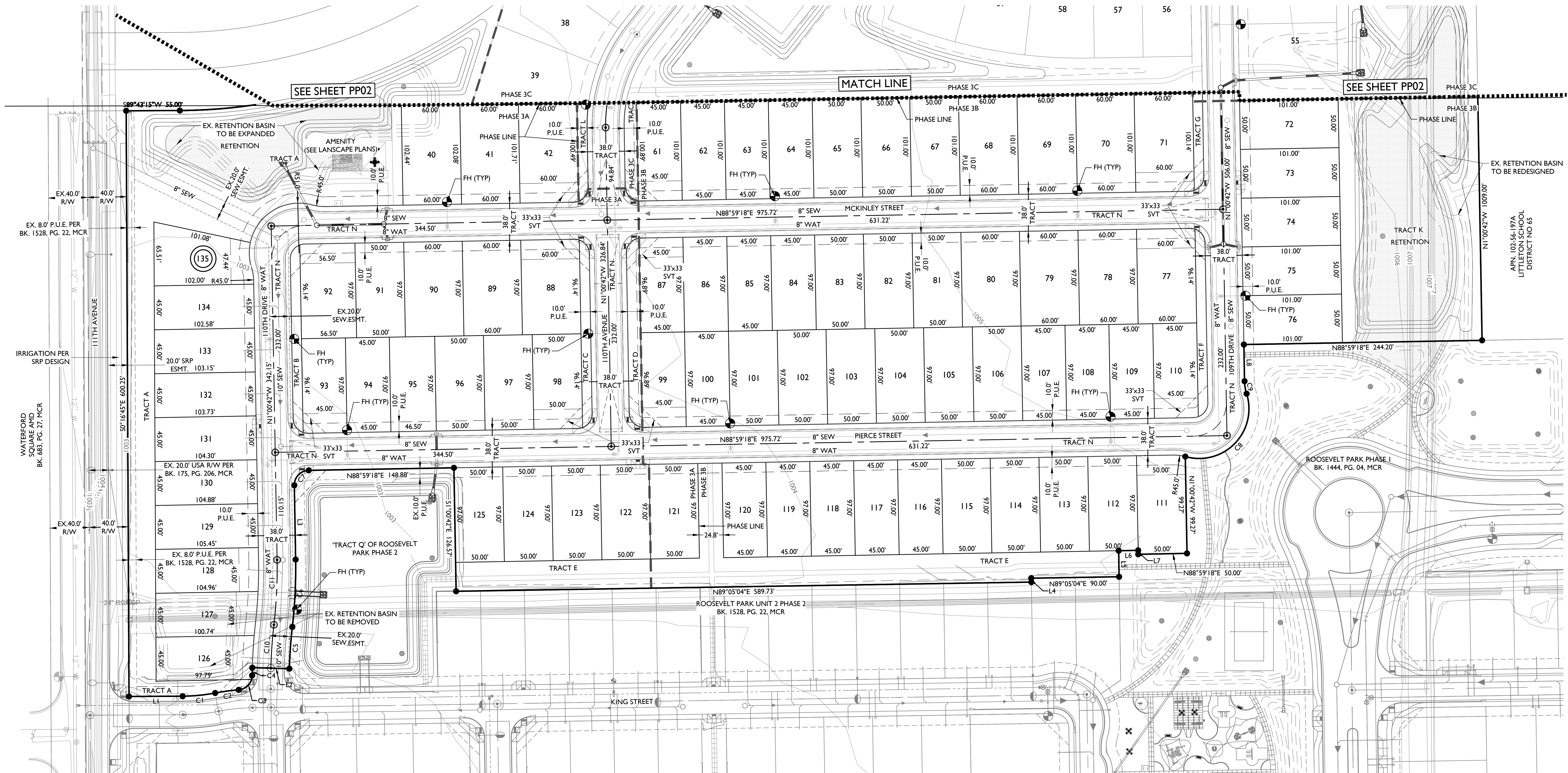
Designer:
Drawn by: JAJ



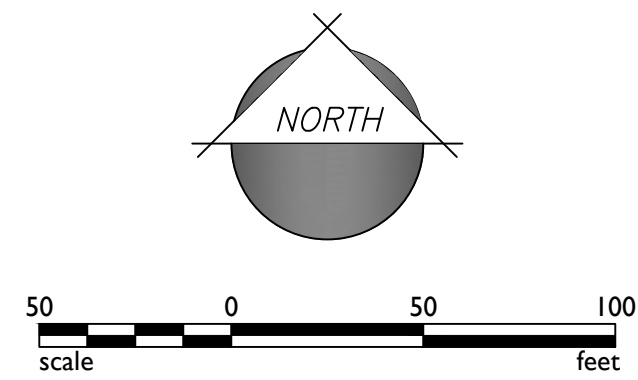
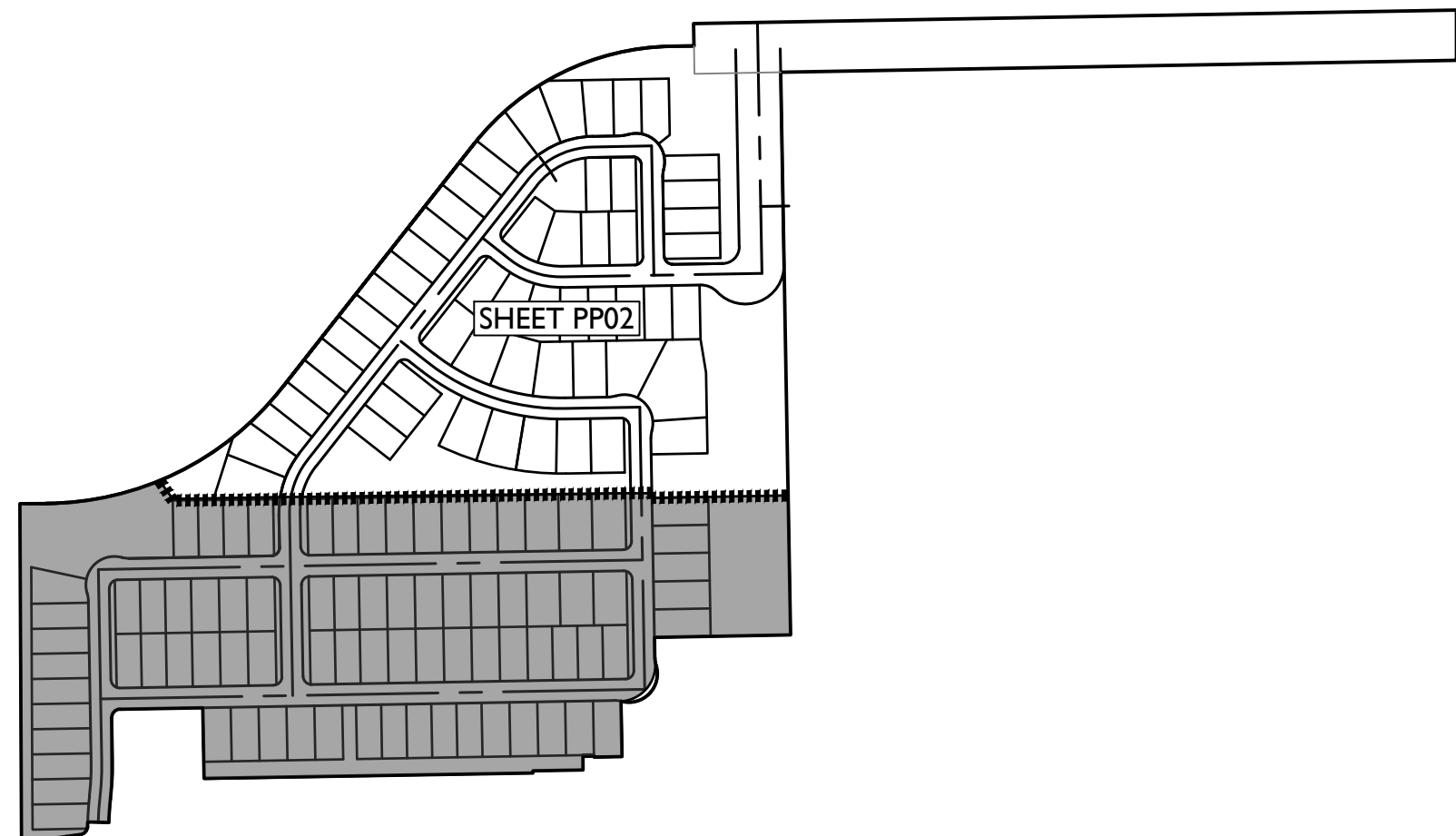
Job No.
17-414

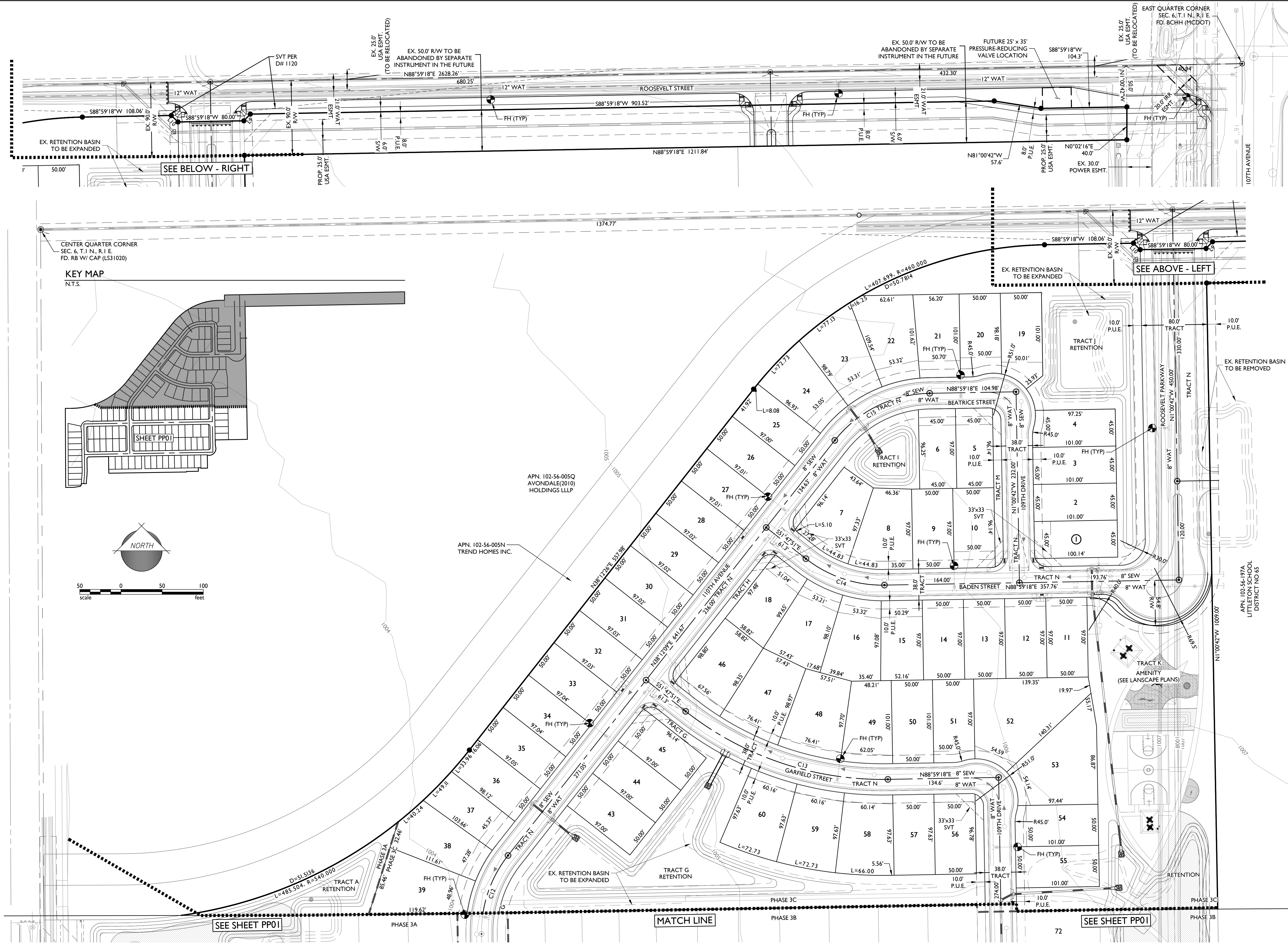
CS01

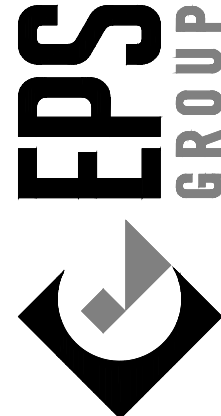
Sheet No.
1
of 5



KEY MAP
N.T.S.







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Project:
Revisions:
JULY 17, 2020 - 1ST PRE-PLAT SUBMITTAL
OCTOBER 1, 2020 - 2ND PRE-PLAT SUBMITTAL
OCTOBER 26, 2020 - 3RD PRE-PLAT SUBMITTAL

Call at least two full working days before you begin excavations.

800-874-8000 (Toll Free) or 602-263-1100 (In Maricopa County)

Designer:
Drawn by: JAJ



Job No.
17-414

PP02

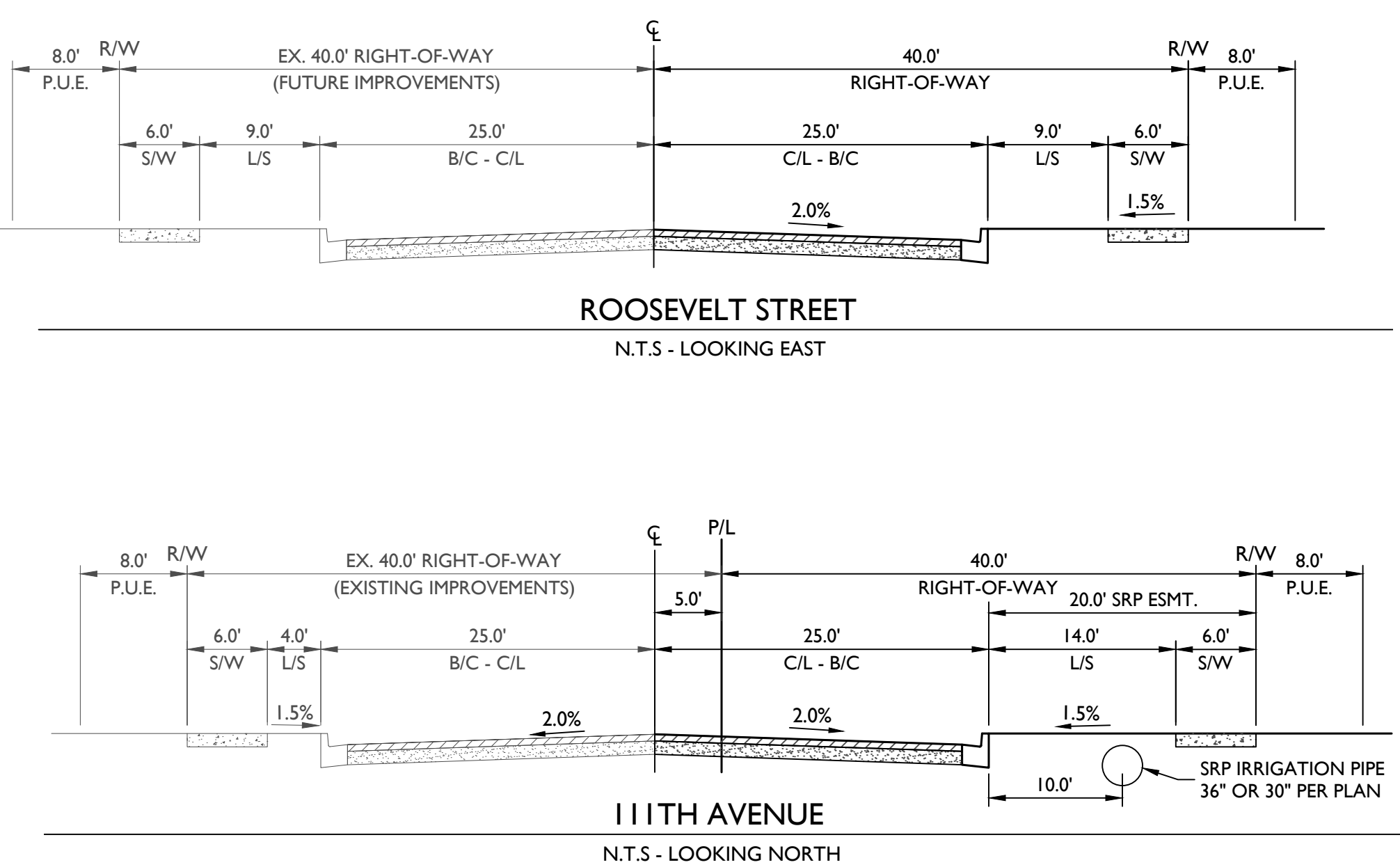
Sheet No.
3
of 5

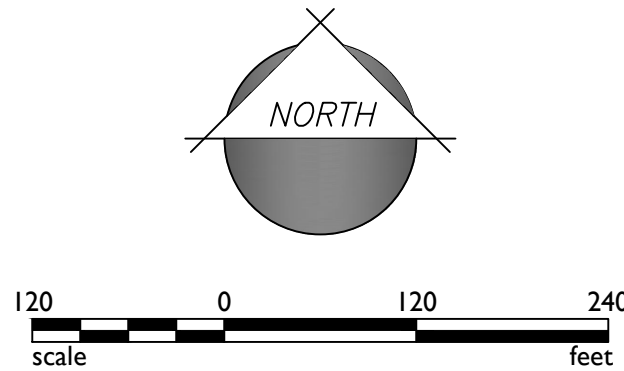
Roosevelt Park - Phase 3
Avondale, AZ
Preliminary Plat

TRACT USE TABLE			
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / OPEN SPACE / RETENTION / AMENITY / SEW. ESMT	56012	1.286
B	LANDSCAPE / OPEN SPACE / RETENTION	1846	0.042
C	LANDSCAPE / OPEN SPACE	1846	0.042
D	LANDSCAPE / OPEN SPACE	2469	0.057
E	LANDSCAPE / OPEN SPACE	22533	0.517
F	LANDSCAPE / OPEN SPACE	1846	0.042
G	LANDSCAPE / OPEN SPACE / RETENTION / TRAIL	49747	1.142
H	LANDSCAPE / OPEN SPACE	1886	0.043
I	LANDSCAPE / OPEN SPACE / RETENTION	7586	0.174
J	LANDSCAPE / OPEN SPACE / RETENTION	36758	0.844
K	LANDSCAPE / OPEN SPACE / RETENTION / AMENITY	91174	2.093
L	LANDSCAPE / OPEN SPACE	983	0.023
M	LANDSCAPE / OPEN SPACE	1846	0.042
TOTAL OPEN SPACE		276532	6.347
N	PRIVATE STREET TRACT	233492	5.360
TOTAL TRACT AREA		510024	11.707

BOUNDARY CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	33.57'	181.00'	33.53'	010°37'41"
C2	24.33'	219.00'	24.32'	006°21'54"
C3	22.20'	15.00'	20.23'	084°48'50"
C4	7.92'	519.00'	7.92'	000°52'29"
C5	42.89'	481.00'	42.88'	005°06'34"
C6	69.20'	519.00'	69.15'	007°38'23"
C7	23.56'	15.00'	21.21'	090°00'00"
C8	110.18'	51.90'	89.97'	123°46'51"
C9	13.04'	45.00'	12.99'	016°35'52"

CURVE	LENGTH	RADIUS	CHORD	DELTA
C10	44.59'	500.00'	44.57'	005°06'34"
C11	66.67'	500.00'	66.62'	007°38'23"
C12	102.66'	150.00'	100.67'	039°12'51"
C13	264.18'	386.00'	259.06'	039°12'51"
C14	102.66'	150.00'	100.67'	039°12'51"
C15	132.96'	150.00'	128.65'	050°47'09"





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Project:
Roosevelt Park - Phase 3
Avondale, AZ

Phasing Plan

JULY 17, 2020 - 1ST PRE-PLAT SUBMITTAL

OCTOBER 1, 2020 - 2ND PRE-PLAT SUBMITTAL

OCTOBER 26, 2020 - 3RD PRE-PLAT SUBMITTAL

Call at least two full working days
before you begin excavation.

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In Maricopa County: (602)263-1100

Designer:
Drawn by: JAJ

Job No.
17-414

Sheet No.
5 of 5

PP04

Exhibit G

Landscape, Wall, and Open Space Plan

Received July 28, 2020

CLIENT:

Mattamy Homes
9200 E. Pima Parkway, Suite 160
Scottsdale, AZ 85258
P. 480.291.8118
Contact: Chris Bramwell
Email: chris.bramwell@mattamycorp.com

Consultant Team

Landscape Architect/Planner:

ABLA
310 E Rio Salado Parkway
Tempe, AZ 85281
D. 480.530.0506
O. 480.530.0077
Contact: Andy Baron
Email: andy.baron@ablstudio.com

Civil Engineer:

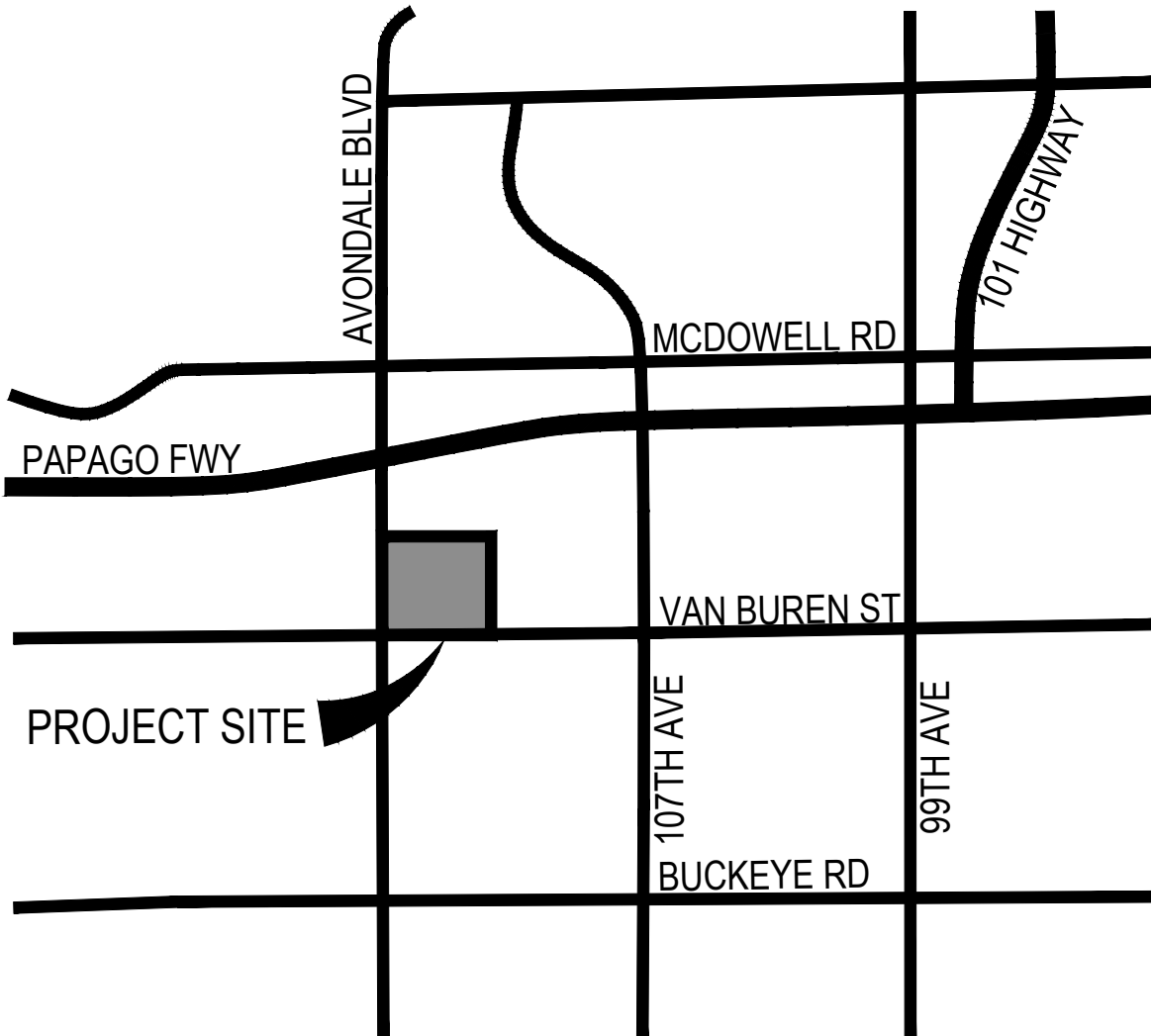
EPS Group
125 S. Avondale Blvd. Suite 115
Avondale, AZ 85323
P. 623.547.4661
Contact: Joe Petrucci
Email: joe.petrucci@epsgruoinc.com

Roosevelt Park - Phase 3
Preliminary Subdivision Plat
107th Avenue and Van Buren Street
Avondale, AZ

07.17.2020

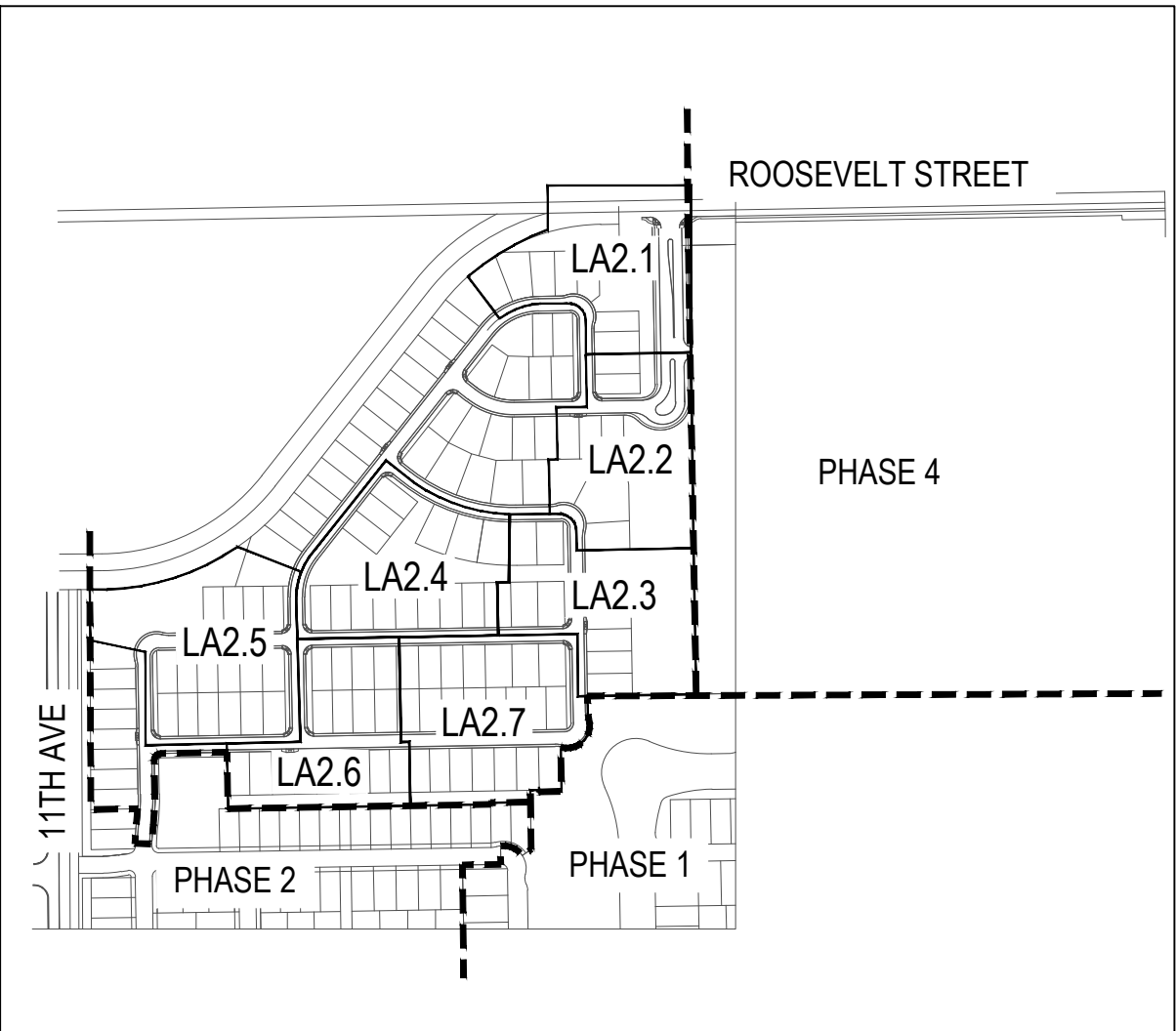
SHEET INDEX

Cover Sheet	LA0.1
General Notes	LA2.0
Wall Plan	LA2.1 - LA2.7
Layout Plan	LA3.0
Overall Planting Plan	LA3.1 - LA3.4
Planting Plan	LA4.0
Overall Irrigation Plan	LA6.1 - LA6.6
Construction Details	LA7.1 - LA7.2
Planting Specifications	LA7.3 - LA7.4
Irrigation Specifications	LA8.1-LA8.3
Maintenance Schedule	LA9.1-LA9.2



Vicinity Map

Not To Scale



Key Map

Not To Scale



GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

PLANTING DATA SHEET

LANDSCAPE AREAS	REQUIRED	PROVIDED
(1) LANDSCAPE SETBACK/TREES	46 TREES	46 TREES
(2) LANDSCAPE SETBACK/SHRUBS	460 SHRUBS	460 SHRUBS
(3) RIGHT OF WAY: TREES	46 TREES	46 TREES
(4) RIGHT OF WAY: SHRUBS	-	460 SHRUBS
(5) TOTAL TREES (SETBACK/ROW/INTERNAL)	-	410 TREES
(6) TOTAL SHRUBS (SETBACK/ROW/INTERNAL)	-	4,100 SHRUBS
(7) TOTAL RIGHT OF WAY LANDSCAPE AREA:	9,272 SF	9,272 SF
(8) TOTAL USEABLE OPEN SPACE (SQUARE FEET)	338,799 SF	338,799 SF
(9) TOTAL USEABLE OPEN SPACE (PERCENTAGE)	27.8%	27.8%

* DUE TO THE ROW BEING WITHIN AN SRP EASEMENT NO TREES ARE ALLOWED. ADDITIONAL TREES HAVE BEEN PROVIDED WITHIN THE LANDSCAPE SETBACK TO ACCOUNT FOR THE REQUIRED TREES

OPEN SPACE DATA SHEET

	ACRES
A. TOTAL OPEN SPACE EXCLUDING ROW	7.56
B. TOTAL OPEN SPACE EXCLUDING ROW AND BASINS	5.52
C. TOTAL USABLE OPEN SPACE EXCLUDING ROW	5.60

Roosevelt Park - Phase 3
Preliminary Subdivision Plat
07.17.2020

ABLA



Revisions

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△	
△	
△	

310 E. RIO SALADO PARKWAY
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GENERAL PROJECT NOTES:

- THESE NOTES ARE TO BE USED AS A GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND CHANGE ORDERS ASSOCIATED WITH THIS DOCUMENT SET.
- ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) AND PER LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES, WHICHEVER IS APPLICABLE.
- PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNERS AUTHORIZED REPRESENTATIVE.
- THE CONTRACTOR IS RESPONSIBLE TO BECOME FAMILIAR WITH THE PROJECT SITE AND LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. THE CONTRACTOR SHALL UTILIZE AN UNDERGROUND UTILITY COORDINATION SERVICE TO MARK EXISTING UTILITIES 48 HOURS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD ANY CONFLICT ARISE.
- THE CONTRACTOR SHALL PROVIDE MATERIALS OR EQUIPMENT AND PERFORM REQUIRED INCIDENTAL PROCEDURES THAT MAY BE NECESSARY TO COMPLETE THE PROJECT TO SATISFACTORY CONDITION AS DIRECTED BY THE DESIGN INTENT OF THIS DOCUMENT SET AND THEREFORE SHALL MEET MINIMUM CONSTRUCTION REQUIREMENTS AND INDUSTRY STANDARDS NOTWITHSTANDING MENTION OR REFERENCE IN THIS DOCUMENT SET.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
- INTERPRETATION OF THIS DOCUMENT SET IN ITS ENTIRETY SHALL BE MADE BY THE LANDSCAPE ARCHITECT OF RECORD AND SHALL BE CONSIDERED FINAL. DISCREPANCIES SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE LANDSCAPE ARCHITECT OF RECORD AS THE CORRECT AND FINAL INTERPRETATION.
- THIS DOCUMENT SET, INCLUDING ALL PLAN SHEETS, NOTES, DETAILS AND SPECIFICATIONS SHALL BE UTILIZED BY THE CONTRACTOR PERFORMING INSTALLATION AS GENERAL GUIDELINES FOR THE PROJECT DESIGN INTENT. QUANTITIES SHOWN IN THIS DOCUMENT SET ARE ESTIMATES ONLY AND ARE NOT THEREFORE GUARANTEED; THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER TO COMPLETE THE PROJECT AS SPECIFIED IN THESE DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO THE START OF WORK.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
- THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT THE CONSTRUCTION PROCESS.
- SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THIS DOCUMENT SET OR SHOULD THERE BE ANY DISCREPANCIES, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
- CONTRACTOR SHALL PROPERLY COORDINATE WORK TO BE PERFORMED WITH OTHER CONTRACTORS WORK PRIOR TO INSTALLATION.
- CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED, UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE INCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED. AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
- EXISTING SITE CONDITIONS AND THE DOCUMENT SET BASE INFORMATION HAVE BEEN PROVIDED BY THE PROJECT CIVIL ENGINEER.
- CONTRACTOR SHALL MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION AND SHALL BE RESPONSIBLE FOR SECURING APPROVAL AND PERMIT FOR THE PROCESS.

PLANTING GENERAL NOTES:

- CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- CONTRACTOR SHALL REVIEW SITE SOILS REPORT PRIOR TO PLANTING. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT, SEE HARDPAN DETAIL.
- PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO HARDSCAPE CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE. SUBSTANTIAL DEVIATION FROM THIS DOCUMENT SET WILL REQUIRE REVIEW AND APPROVAL FROM OWNERS AUTHORIZED REPRESENTATIVE.
- LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE RESERVE THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE. SEE SPECIFICATIONS AND THIS DOCUMENT SET FOR MINIMUM REQUIREMENTS.
- THE CONTRACTOR SHALL SUBMIT IN WRITING REQUESTS FOR ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
- CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
- ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION AND STANDARDIZED PLANT NAMES, LATEST EDITION.
- PLANT MATERIAL MARKED 'SALVAGE' SHALL BE SELECTED FROM FROM ON-SITE SALVAGE INVENTORY OR LOCATED BY THE LANDSCAPE ARCHITECT FROM ANOTHER SOURCE. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
- FINAL LOCATION OF PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
- ALL SPECIMEN TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
- LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS. CONTRACTOR SHALL OBSERVE MINIMUM OFFSETS FROM THE FOLLOWING STRUCTURES: TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS (MEASURED FROM MATERIAL MATURITY), 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM HARDSCAPE, CURBS AND WALLS (MEASURED FROM CENTER OF PLANT MATERIAL). SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS AND 3'-0" FROM FIRE SUPPRESSION DEVICES (MEASURED FROM MATERIAL MATURITY). LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES SHALL SUPERSEDE SPECIFIED DISTANCES SO LONG AS THEY SURPASS STATED REQUIREMENTS.
- WHERE THE LOCAL REVIEWING AGENCY REQUIRES THE USE OF ROOT BARRIER PANELS FOR TREES, CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL). CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
- ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
- CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
- CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
- ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.
- CONTRACTOR SHALL INSTALL ANGULAR GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF ANGULAR GRANITE RIP-RAP. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.
- DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS EXCEPT AREAS OF TURF AND ANGULAR GRANITE RIP-RAP AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE THROUGHOUT. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR SIZE AND COLOR OF DECOMPOSED GRANITE. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
- PLANT MATERIAL SHALL NOT BE INSTALLED OR ALLOWED TO GROW TO WITHIN 3'-0" OF A FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION (FDC). MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 15'-0" WHERE TREES OVERHANG THE CURB LINE. TREES SHALL BE PLANTED A MINIMUM OF 5'-0" FROM ANY STRUCTURE UNLESS OTHERWISE NOTED.
- IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT FLOOR GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
- NATIVE REVEGETATION AREAS AND PLANTER BEDS NOTED IN THIS DOCUMENT SET SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
- THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCKUP OF NATIVE REVEGETATION AREAS NOTED IN THIS DOCUMENT SET FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE.

IRRIGATION GENERAL NOTES:

- THE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
- CONTRACTOR TO VERIFY PRESSURE ON-SITE AND NOTIFY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY THE PROPER PARTY, THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ALL NECESSARY SYSTEM ALTERATIONS REQUIRED TO FACILITATE AN EFFICIENT AND OPERATIONAL SYSTEM. THIS IRRIGATION SYSTEM REQUIRES A MINIMUM OF 65 TO 75 PSI WATER PRESSURE AT WATER METER.
- THE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
- THE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. ALL NEW METERS SHALL BE INSTALLED PER THE IRRIGATION SCHEDULE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL INCLUDING TURF.
- WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
- PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CONTACT AN UNDERGROUND UTILITY COORDINATION SERVICE TO VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES THAT MAY BE AFFECTED BY DESCRIBED WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF THE IRRIGATION INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPENSATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY MATERIAL OR FAULTY WORKMANSHIP.
- ALL VALVES SHALL NOT EXCEED MANUFACTURES SPECIFICATIONS.
- SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
 - TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
 - TWO KEYS FOR EACH OF THE CONTROLLERS.
 - TWO COUPLERS WITH MATCHING HOSE BIBBS AND SHUT-OFF VALVE.
 - TWO VALVE BOX KEYS.
- INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
- ALL VALVES SHALL NOT EXCEED MANUFACTURERS DESIGN SPECIFICATIONS.
- VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE AND GROUPED TOGETHER WHEN POSSIBLE.
- CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS.
- VALVE BOXES TO BE BRANDED WITH CONTROLLER AND STATION NUMBER.
- INSTALL ALL MAINLINES WITH A MINIMUM OF 20" OF COVER.
- INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
- ALL PIPE TO BE INSTALLED PER THE MANUFACTURE'S SPECIFICATIONS AND ASTM STANDARD D 2774.
- FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
- INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
- CONTROLLER TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINT OF CONNECTIONS. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
- ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES. CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
- CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12) FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN ALL DIRECTION CHANGES GREATER THAT 30 DEGREES AND BE UNTIED PRIOR TO TRENCH FILL IN.
- INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAILED.
- INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
- THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN SCHEMATICALLY AND SHALL BE INSTALLED WITHIN THE LANDSCAPE AREA ADJACENT TO HARDSCAPE WITHIN DESCRIBED LIMIT OF WORK.
- ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
- ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN THE LANDSCAPED AREAS.
- SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE AND INSTALLED AS SCHEDULE 40 PVC MINIMUM.
- ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
- FLUSH CAPS SHALL BE PLACED IN A VALVE BOX AT THE END OF ALL LATERALS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
- ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
- INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
- ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE.
- INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
- ALL VALVES, PRESSURE REGULATORS AND OTHER DEVICES SHALL BE PLACED IN AN APPROPRIATELY SIZED VALVE BOX WITH A MINIMUM OF TWO (2) INCHES OF PEA GRAVEL.
- ALL PIPE CROSSINGS IN THE RIGHT-OF-WAY SHALL BE MARKED ON EACH SIDE OF THE CURB WITH A NON-DESTRUCTIBLE MARKING.
- ALL BACKFLOW PREVENTION DEVICES SHALL HAVE A MINIMUM 24"x36"x4" CLASS B CONCRETE SLAB WITH PIPE SLEEVES. IF A SECURITY CAGE IS INSTALLED, CONCRETE SHALL BE SIX (6") INCHES LARGER ON ALL SIDES THAN THE SECURITY CAGE.
- BACKFLOW DEVICES SHALL BE A MINIMUM OF TWO (2) FEET FROM THE WATER METER AND BE THE SAME SIZE AS THE METER SERVICE LINE.
- AFTER INITIAL TESTING, ALL BACKFLOW DEVICES SHALL BE TESTED ANNUALLY.
- PRIOR TO PLACING ANY IRRIGATION SYSTEM IN SERVICE, AN ARIZONA CERTIFIED BACKFLOW DEVICE TESTER SHALL TEST THE BACKFLOW PREVENTION DEVICE AND GIVE A COPY OF THE PASSED TEST RESULTS TO THE PROPER GOVERNING AGENCIES.

HARDSCAPE GENERAL NOTES:

- CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNERS AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES EXIST. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNERS AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
- DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE DOCUMENTS SUBMITTED BY THE PROJECT CIVIL ENGINEER. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES OCCUR. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF ANY FIELD REVISIONS.
- REFER TO CONSTRUCTION DOCUMENTS PREPARED BY THE PROJECT CIVIL ENGINEER FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROL DIMENSIONS.
- CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL STRUCTURES REPRESENTED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) REVIEWED BY A REGISTERED STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION UNLESS OTHERWISE STATED.
- FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
- CONTRACTOR SHALL HAVE SIDEWALKS SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE FOR SITE REVIEW.
- UNLESS OTHERWISE NOTED IN THIS DOCUMENT SET OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" IN WIDTH, 4" THICK, 2500 PSI CONCRETE ON COMPACTED BASE PER SITE SOILS REPORT WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH PERPENDICULAR TO DIRECTION OF TRAVEL WITH 1/2" RADIUS TOOLED EDGES.
- RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
- CONTRACTOR SHALL PREPARE A 4'x4' SAMPLE PANEL FOR EACH TYPE OF HARDSCAPE MATERIAL SPECIFIED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNERS AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR REMOVING STAINS AND SPILLS ON FINISHED HARDSCAPE IMMEDIATELY.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTING FINISHED WORK UNTIL PROJECT ACCEPTANCE BY OWNER/OWNERS REPRESENTATIVE.

GRADING GENERAL NOTES:

- CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND MAINTAIN AND/OR CREATE DRAINAGE SPECIFIED ON THE PROJECT CIVIL ENGINEER'S CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL KEEP DRAINAGE WAYS AND NATURAL FLOW CHANNELS SPECIFIED FREE FROM OBSTRUCTIONS THAT MAY IMPAIR FLOW.
- FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT. ALL GRADING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO PLANTING.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY CALICHES ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER.
- FINISH GRADE OF ALL PLANTING AREAS SHALL COMPLY WITH PART 3 OF THE PLANTING SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CREATING A NATURAL UNDULATING GROUNDPLANE IN ALL PLANTING AREAS AT/PER THE DIRECTION OF THE LANDSCAPE ARCHITECT.

GENERAL LANDSCAPE NOTES

- ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
- TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
- THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE (SEE ATTACHED).
- A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
- PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
- THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.



Revisions



Issued for

- ☐ Design Dev.
- ☐ Progress
- ☒ City Submittal 07-17-2020
- ☐ Bid Set
- ☐ Construction

Title

General Notes

Date Issued 07-17-2020

Scale

N/A

Drawn By

CR

Checked By

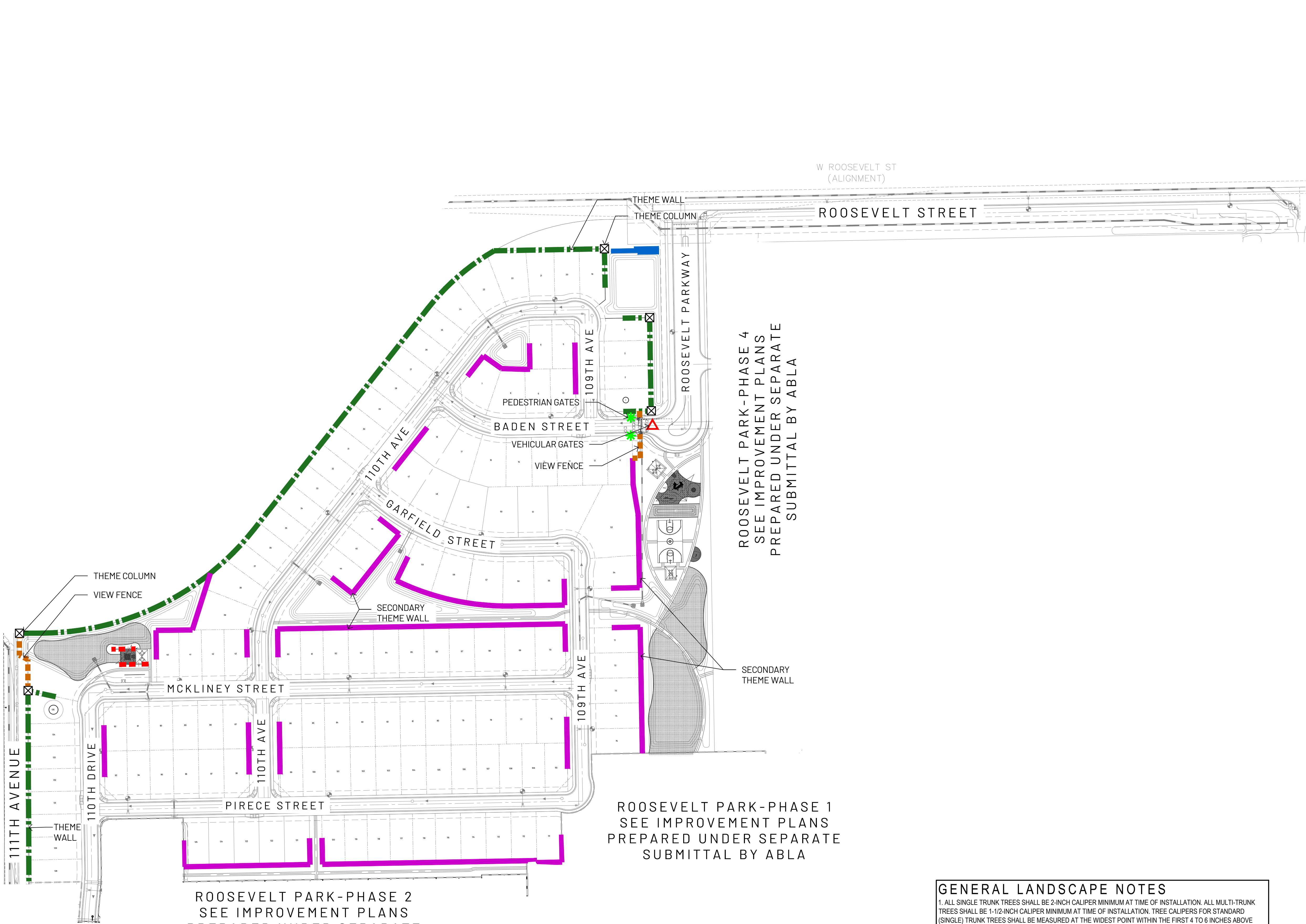
CH, AB

Project Number

Permit Number

Sheet Number

LA0.1



WALL LEGEND			
SYMBOL	DESCRIPTION	DETAIL	QTY.
	THEME WALL	DETAIL 2, WALL DETAILS	2,432 LF
	SECONDARY THEME WALL	DETAIL 1, WALL DETAILS	4,064 LF
	VIEW FENCE	DETAIL 3, WALL DETAILS	203 LF
	ENTRY MONUMENT WALLS	DETAIL 1, ROOSEVELT ENTRY MONUMENT	177 LF
	LOW ACCENT WALLS	DETAIL 4, WALL DETAILS	104 LF
	THEME COLUMN	DETAIL 2, WALL DETAILS	6
	PEDESTRIAN GATE	DETAIL 4, SHEET LA6.2	2
	VEHICULAR GATES	DETAIL 1, ROOSEVELT PARKWAY EXIT	1

- GENERAL WALL NOTES
- ALL WALLS TO TERMINATE WITH A TURNED END WALL END 45'-0" FROM PROPERTY LINE.
 - QUANTITIES SHOWN ARE FOR BIDDING AND PERMITTING PURPOSES ONLY, CONTRACTOR TO VERIFY.
 - CONTRACTOR TO VERIFY SIDEYARD RETURN LOCATIONS WITH HOMEBUILDER PRIOR TO CONSTRUCTION. (SIDEYARD RETURNS BUILT BY HOMEBUILDER)
 - CONTRACTOR TO INSTALL A 6" X 6" CONCRETE HEADER FROM END OF WALL CENTERED ON PROPERTY LINE TO BACK OF CURB OR SIDEWALK.
 - QUANTITIES SHOWN FOR TOTAL LENGTHS OF ALL WALL PLAN SHEETS

ROOSEVELT PARK-PHASE 1
SEE IMPROVEMENT PLANS
PREPARED UNDER SEPARATE
SUBMITTAL BY ABLA

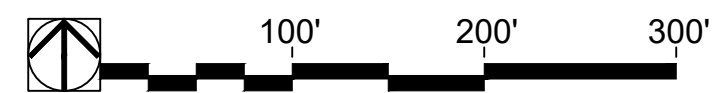
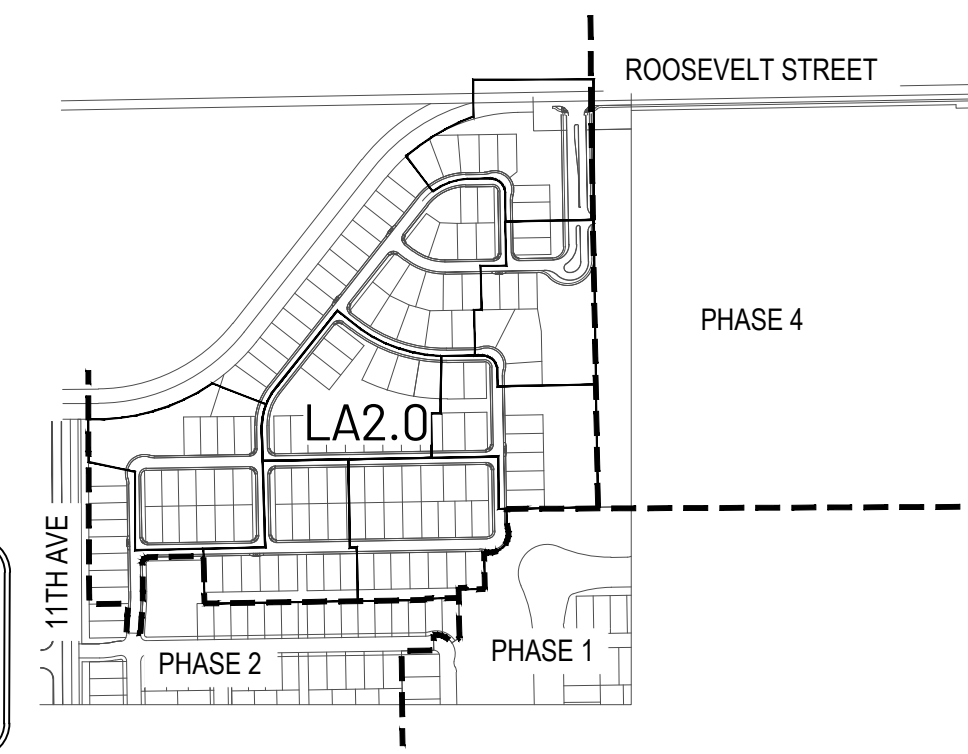
ROOSEVELT PARK-PHASE 2
SEE IMPROVEMENT PLANS
PREPARED UNDER SEPARATE
SUBMITTAL BY ABLA

ROOSEVELT PARK-PHASE 4
SEE IMPROVEMENT PLANS
PREPARED UNDER SEPARATE
SUBMITTAL BY ABLA

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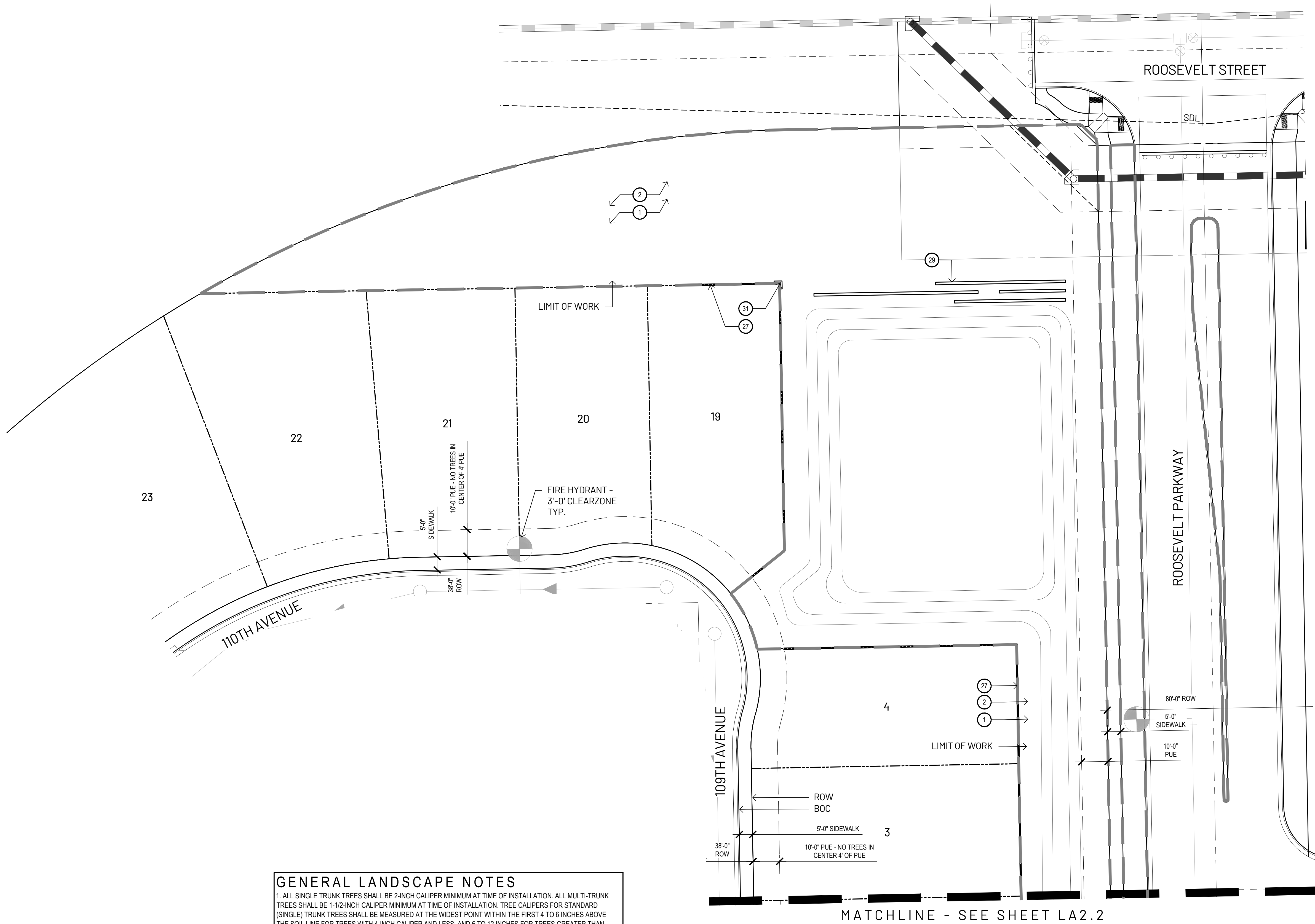
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Key Map Not To Scale



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Wall Plan	
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1" = 100'-0"	
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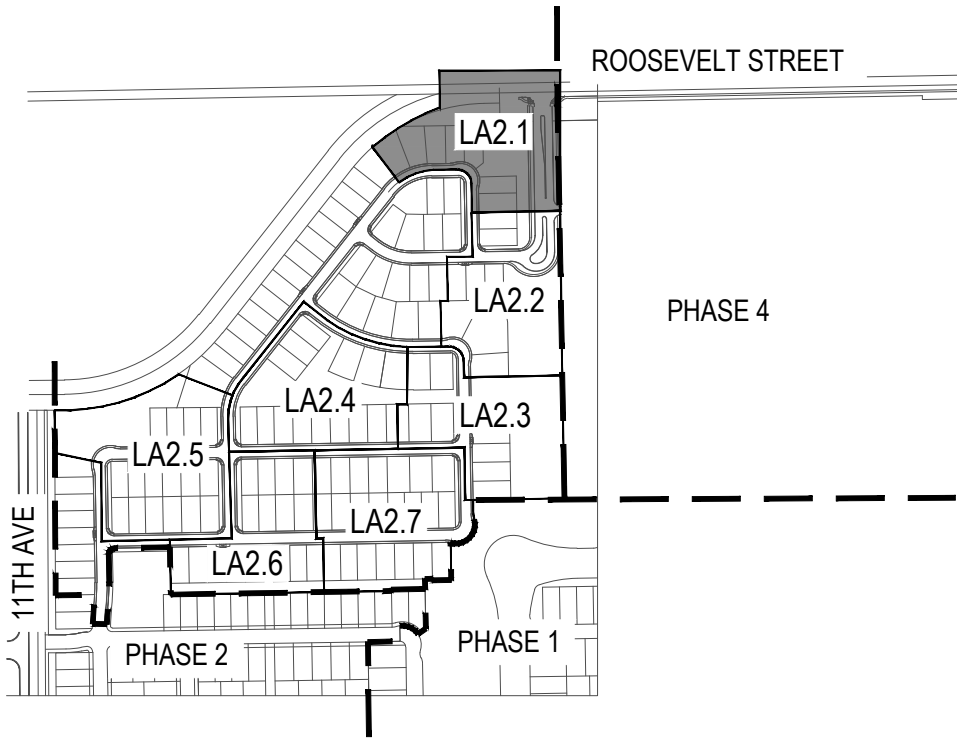
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ROOSEVELT PARK-PHASE 4
SEE IMPROVEMENT PLANS PREPARED
UNDER SEPARATE SUBMITTAL BY ABLA

SYMBOLS AND ABBREVIATIONS

- TYP: TYPICAL
- POINT OF BEGINNING FOR DIMENSIONS



Key Map

Not To Scale



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Revisions



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- ☐ Design Dev.
 - ☐ Progress
 - ☒ City Submittal/07-17-2020
 - ☐ Bid Set
 - ☐ Construction

Title

Planting Plan
Date Issued 07-17-2020

Scale 1" = 20'-0"

Drawn By CR

Checked By CH, AB

Project Number

Permit Number

Sheet Number

LA2.1

Sheet 4 of 31

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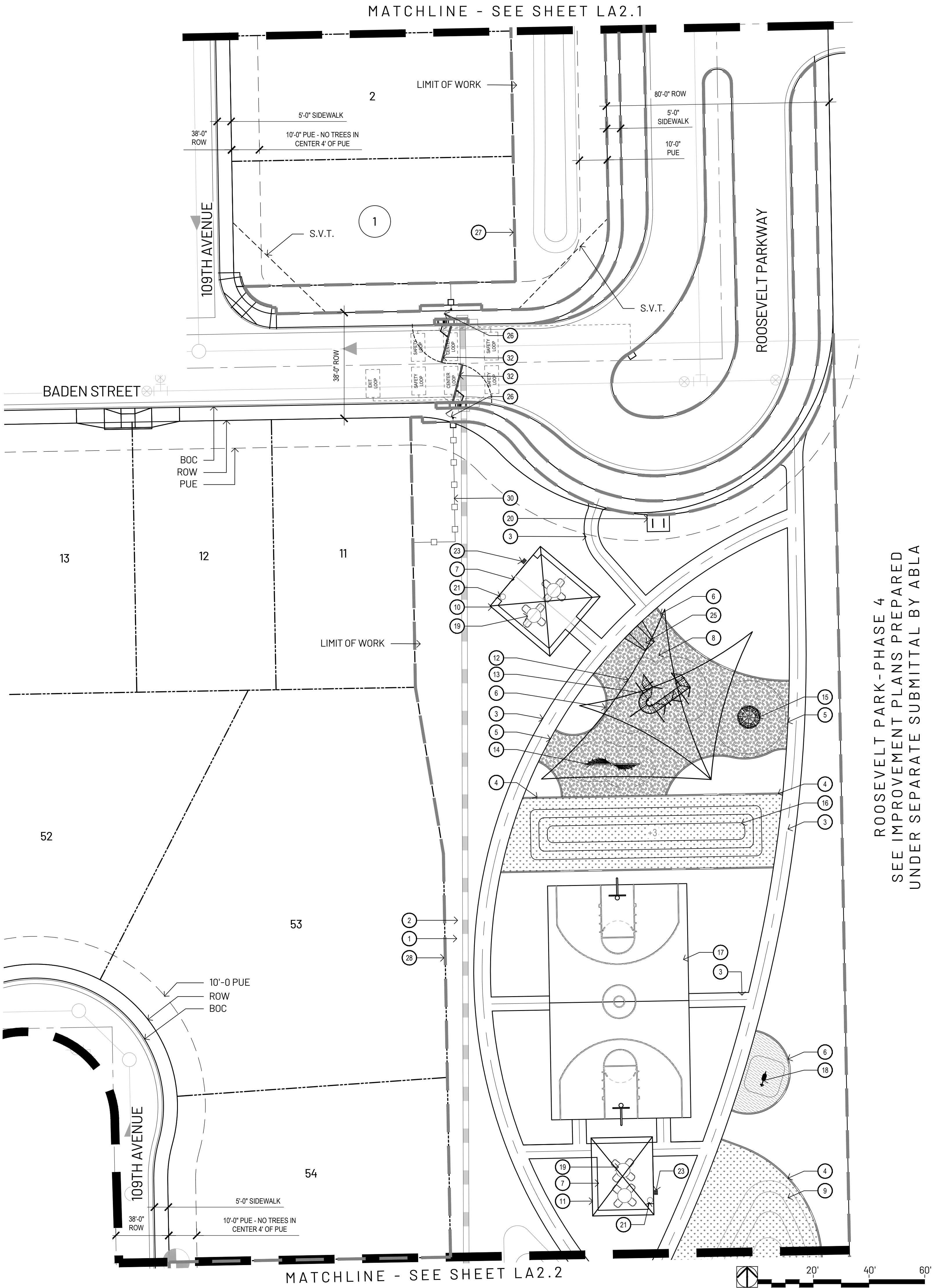
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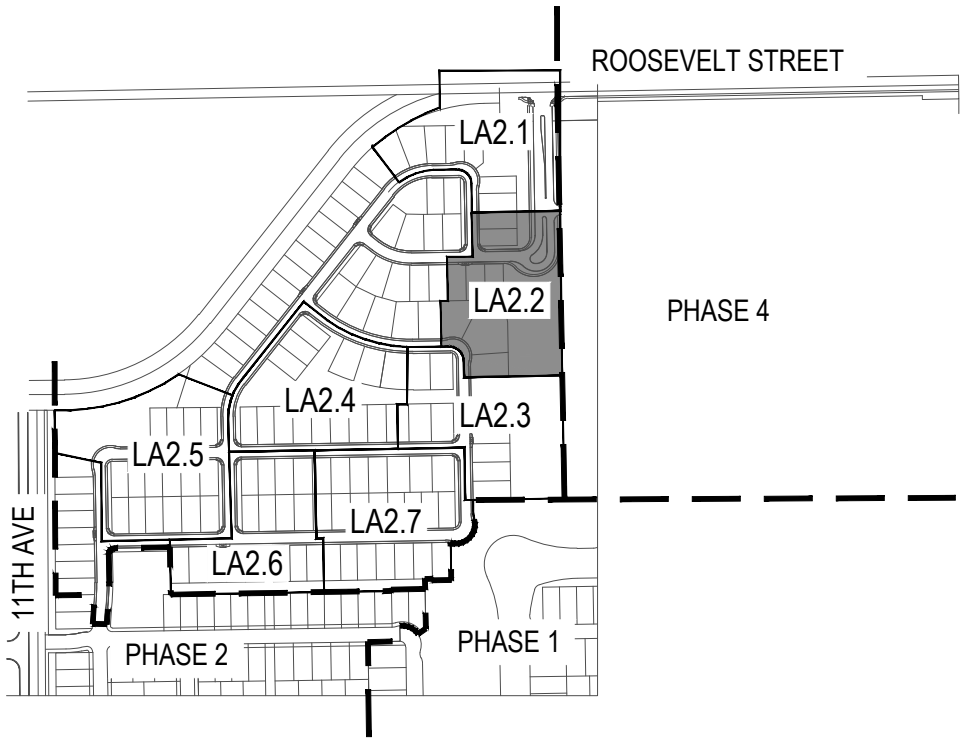
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- SYMBOLS AND ABBREVIATIONS**
- TYP: TYPICAL
- POINT OF BEGINNING FOR DIMENSIONS



Key Map

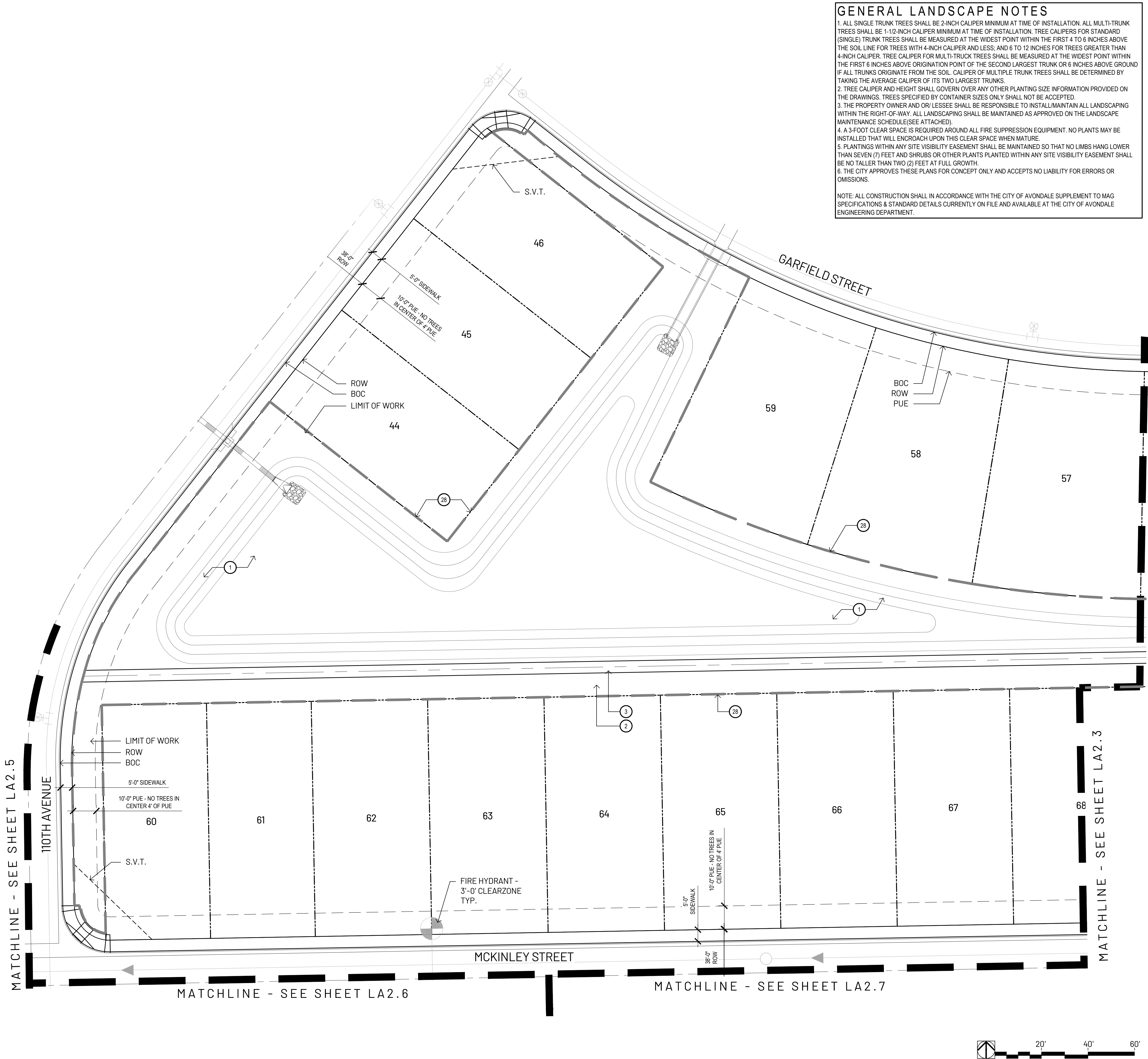


Roosevelt Park
Phase 3 Preliminary Plat
Avondale, Arizona
Planting Plan



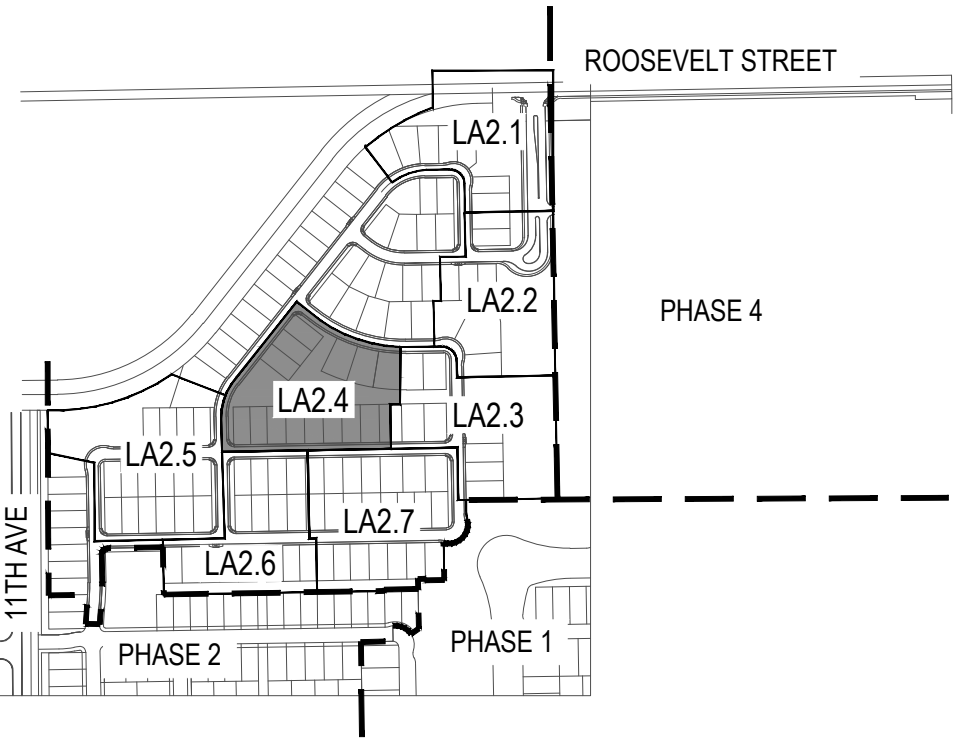
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CH, AB	
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LA2.2	
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Key Map

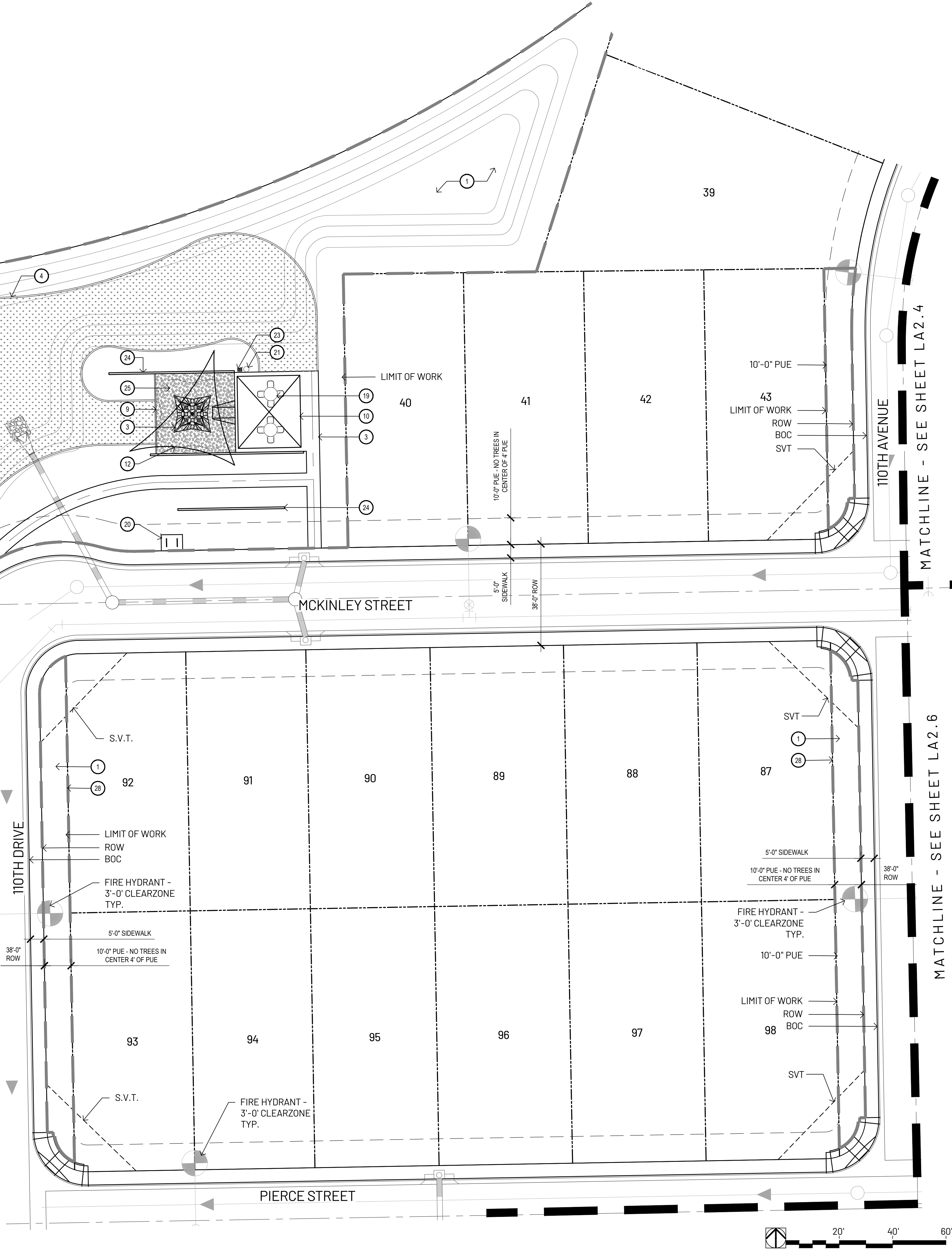


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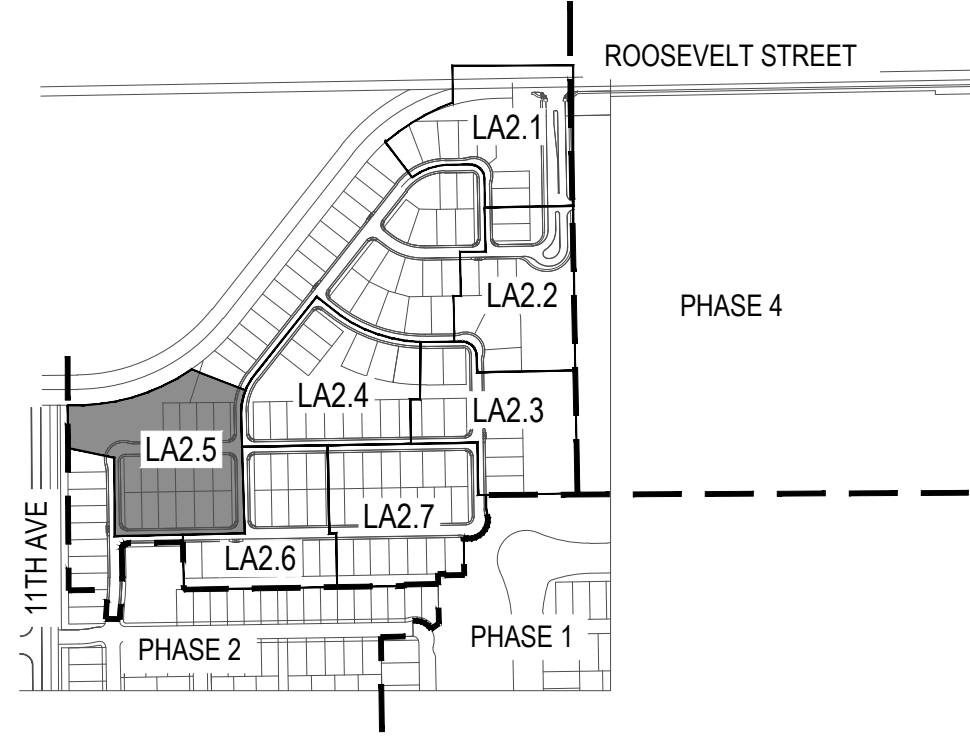


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SYMBOLS AND ABBREVIATIONS

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- POINT OF BEGINNING FOR DIMENSIONS



Contact Arizona 811 at least two full working days before you begin excavation

ARIZONA

Call 811 or click Arizona811.com
In Maricopa County: (602) 253-1100

Key Map

Not To Scale



Roosevelt Park
Phase 3 Preliminary Plat
Avondale, Arizona
Planting Plan



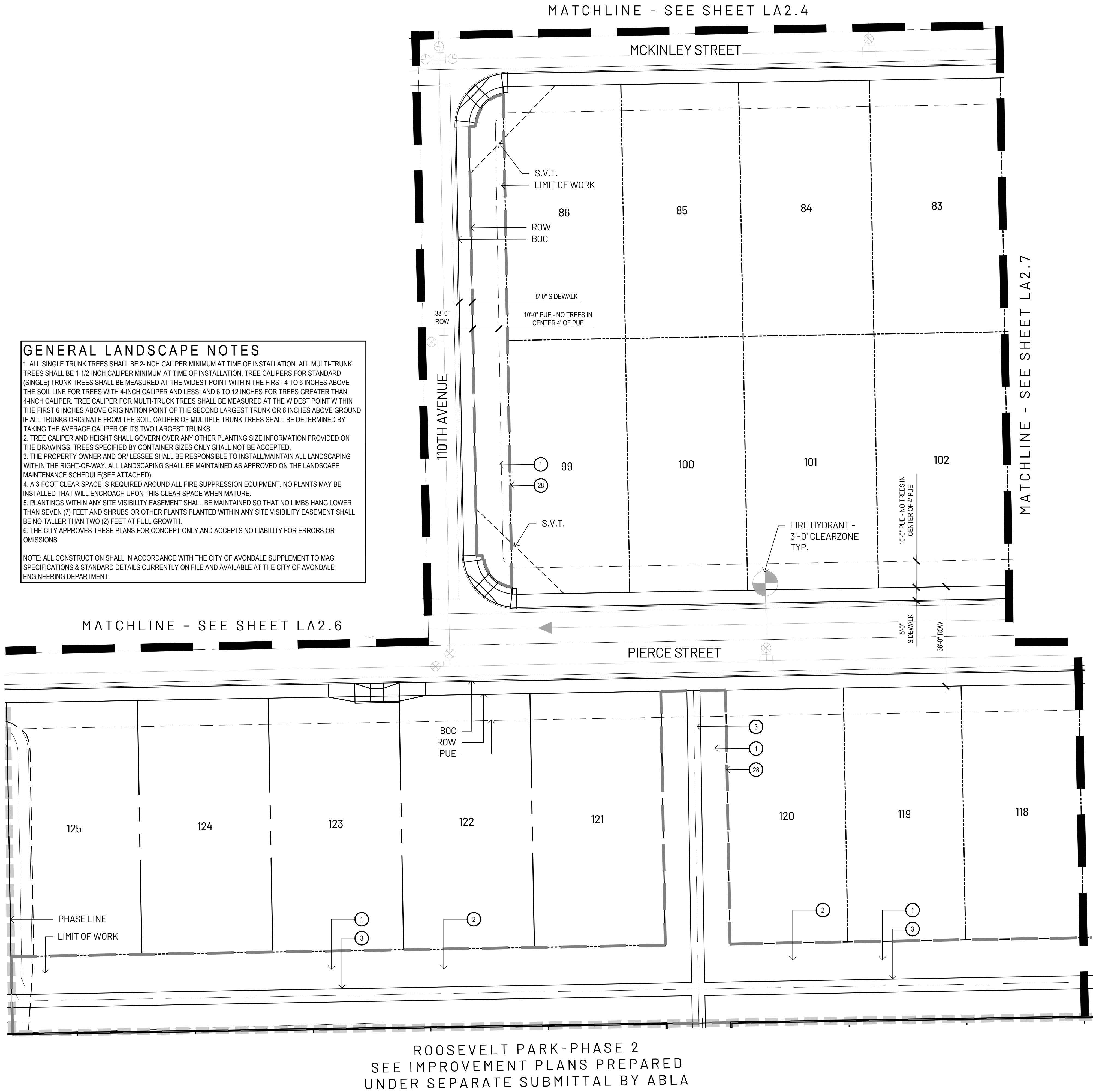
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LA2.5

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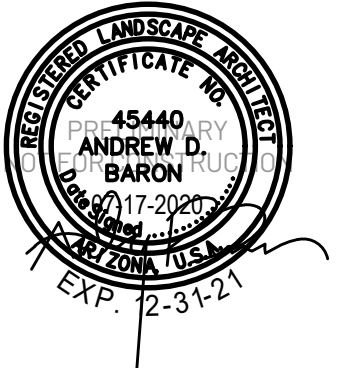
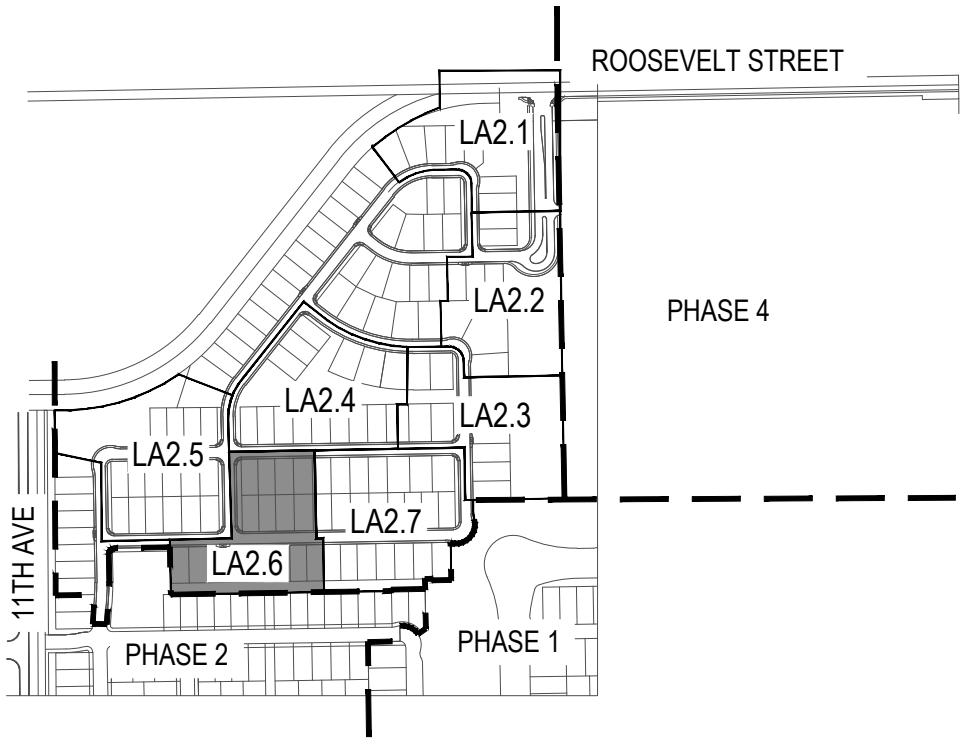
ABLA

310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

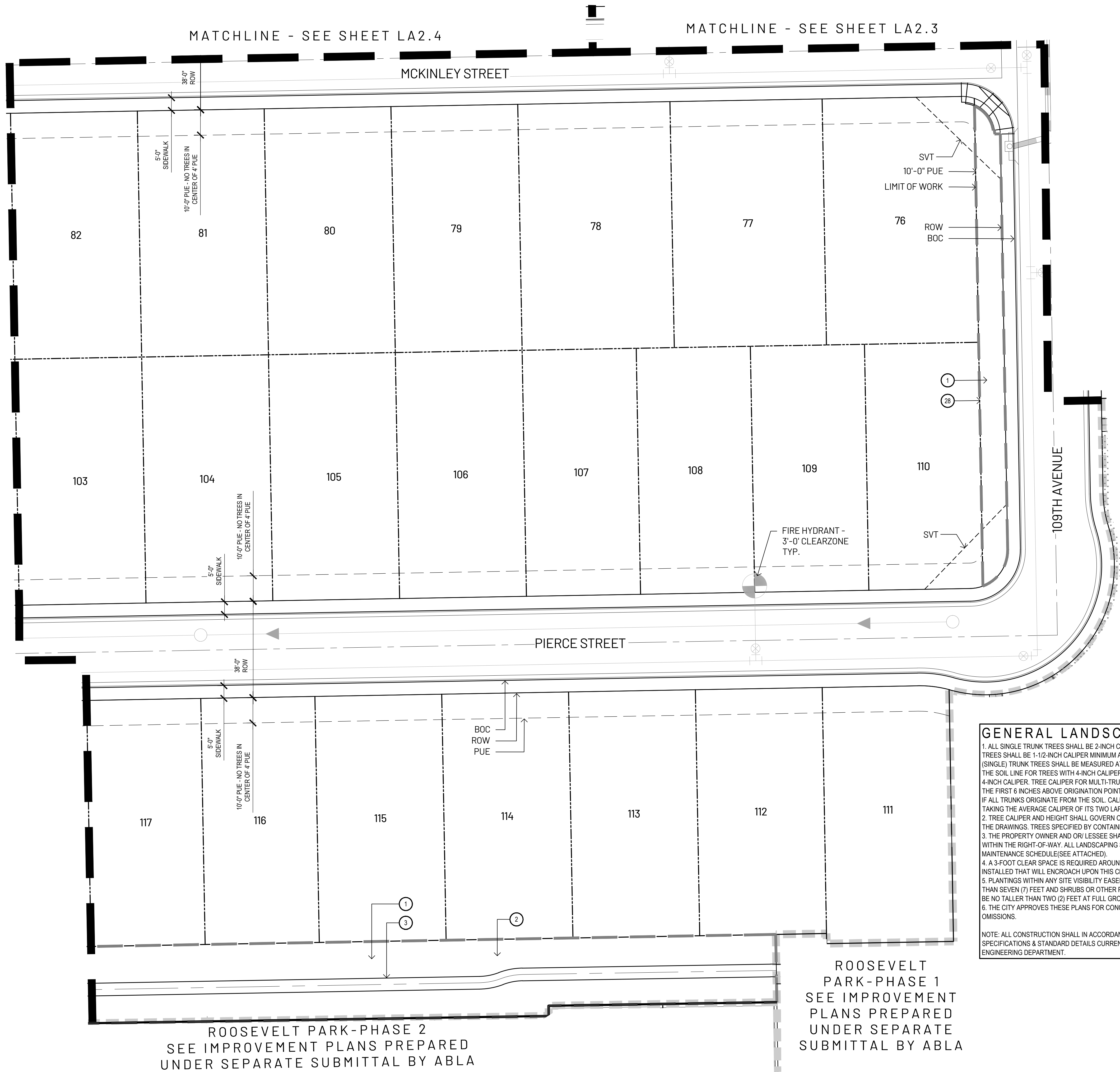


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 - 7 CONCRETE PAD - SEE DETAIL 5, SHEET LA6.2
 - 8 WOOD FIBER - SEE DETAIL 2, SHEET LA6.2
 - 9 TURF - SEE DETAIL 2, SHEET LA7.2
 - 10 28"x28" RAMADA
 - 11 22"x28" RAMADA
 - 12 TENSILE SHADE STRUCTURE
 - 13 MOBIUS PLAY STRUCTURE - SEE DETAIL 2, SHEET LA6.3
 - 14 HEMISPHERE PLAY CLIMBER - SEE DETAIL 1, SHEET LA6.3
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 - 18 FITNESS STATION - SEE DETAIL 4, SHEET LA6.3
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 - 24 LOW ACCENT WALL - SEE DETAIL 4, WALL DETAILS
 - 25 E.P.D.M. ADA ACCESS RAMP INTO WOOD FIBER - SEE DETAIL 1, SHEET LA6.2
 - 26 PEDESTRIAN GATES - SEE DETAIL 4, SHEET LA6.2
 - 27 THEME WALL - SEE DETAIL 2, WALL DETAILS
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 - 29 ENTRY MONUMENT - SEE ELEVATION 1, ROOSEVELT ENTRY MONUMENTATION
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 - 31 THEME COLUMN - SEE DETAIL 1&2, WALL DETAILS
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 - 33 NET CLIMBER - SEE DETAIL 3, SHEET LA6.3

- SYMBOLS AND ABBREVIATIONS
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Revisions	
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1" = 20'-0"	
Drawn By	
CR	
Checked By	
CH, AB	
Project Number	
Permit Number	
Sheet Number	
LA2.6	
Sheet 9 of 31	



GENERAL LANDSCAPE NOTES

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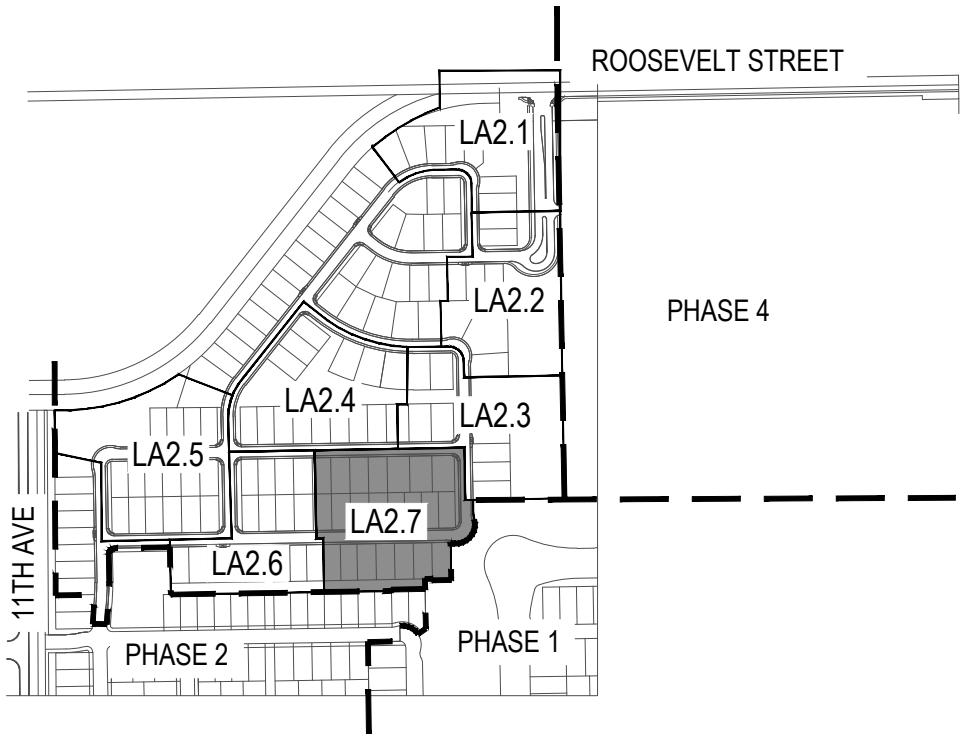


KEYNOTES

- 1 LANDSCAPE AREA - SEE LANDSCAPE PLANS, SHEETS LA3.1 - LA3.6
- 2 DECOMPOSED GRANITE - SEE DETAIL 5, SHEET LA7.1
- 3 CONCRETE SIDEWALK - SEE DETAILS 5 & 6 LA6.1
- 4 CONCRETE HEADER - SEE DETAIL 9, SHEET LA6.1
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Key Map

Not To Scale



Revisions



- Issued for
- ☐ Design Dev.
 - ☐ Progress
 - ☒ City Submittal 07-17-2020
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Title

Planting Plan
07-17-2020

Scale
1" = 20'-0"

Drawn By
CR

Checked By
CH, AB

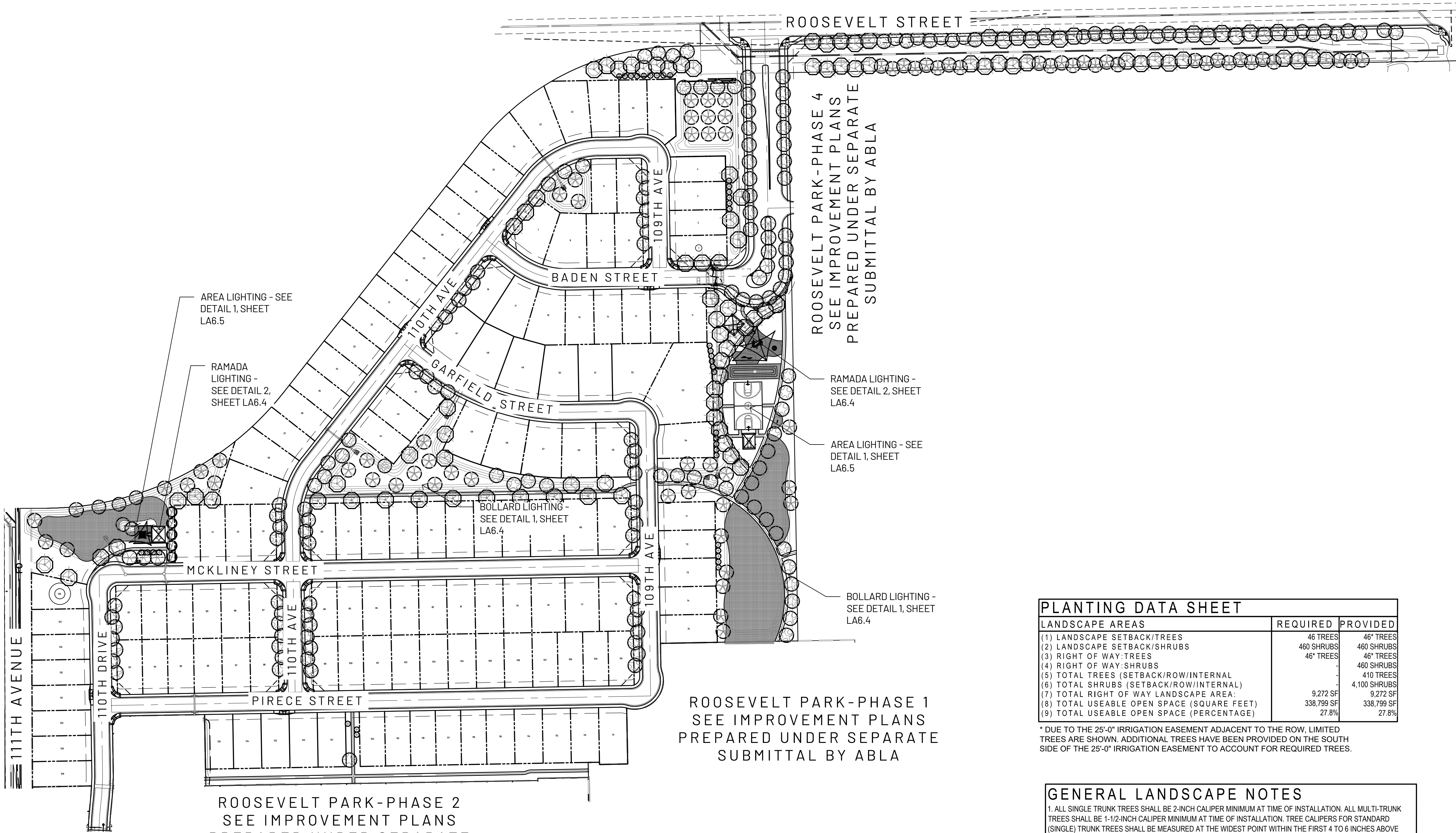
Project Number

Permit Number

Sheet Number

LA2.7

Sheet10 of 31



PLANTING DATA SHEET		
LANDSCAPE AREAS	REQUIRED	PROVIDED
(1) LANDSCAPE SETBACK/TREES	46 TREES	46* TREES
(2) LANDSCAPE SETBACK/SHRUBS	460 SHRUBS	460 SHRUBS
(3) RIGHT OF WAY: TREES	46* TREES	46* TREES
(4) RIGHT OF WAY: SHRUBS	-	460 SHRUBS
(5) TOTAL TREES (SETBACK/ROW/INTERNAL)	-	410 TREES
(6) TOTAL SHRUBS (SETBACK/ROW/INTERNAL)	-	4,100 SHRUBS
(7) TOTAL RIGHT OF WAY LANDSCAPE AREA:	9,272 SF	9,272 SF
(8) TOTAL USEABLE OPEN SPACE (SQUARE FEET)	338,799 SF	338,799 SF
(9) TOTAL USEABLE OPEN SPACE (PERCENTAGE)	27.8%	27.8%

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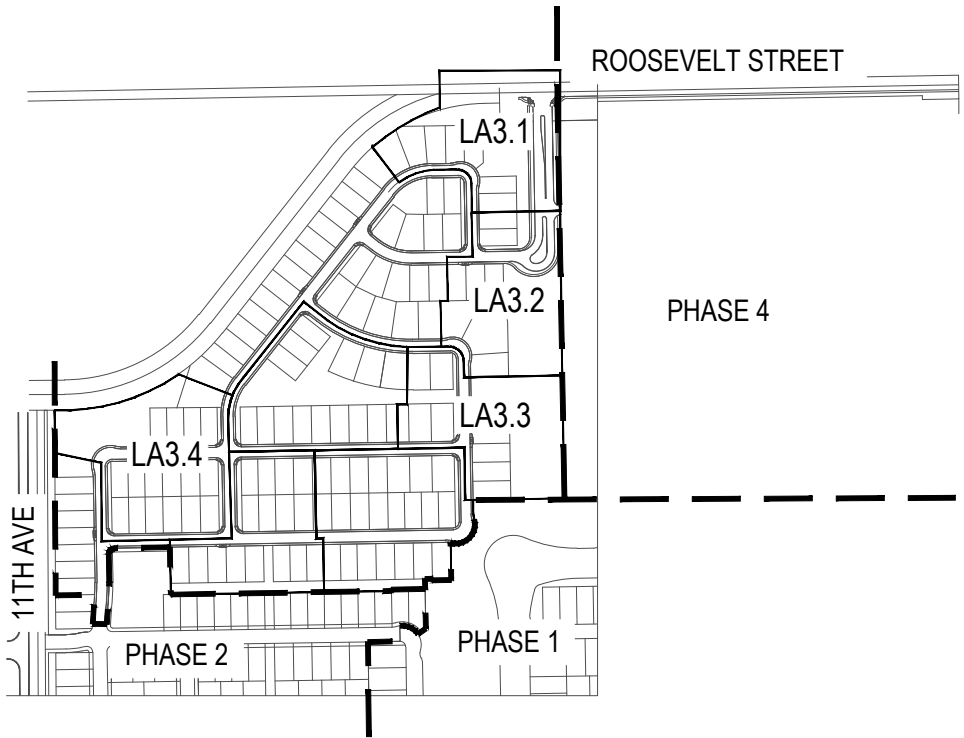
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PLANT MATERIALS LEGEND

Trees			
Botanical Name Common Name	Height (in feet)	Width (in inches)	Caliper (in inches)
Acacia aneura Mulga Acacia	7.0-9.0	4.0-6.0	2.0
Bauhinia lunarioides Anacacho Orchid Tree	5.0-8.0	3.0-4.0	2.0
Chitalpa tashkinensis Chitalpa	8.0-10.0	5.0-7.0	2.0
Dalbergia sissoo Sissoo	10.0-12.0	5.0-7.0	2.0
Fraxinus greggii Little Leaf Ash - Multi Trunk	5.0-7.0	1.5-2.5	1.5 Min.
Olea europea 'Wilsoni' Olive - Multi Trunk	8.0-10.0	5.0-7.0	1.5 Min.
Pistacia lentiscus Mastic Tree - Multi Trunk	5.0-6.0	1.5-2.0	1.5 Min.
Pistacia chinensis 'Red Push' Red Push Pistache	9.0-11.0	4.0-5.0	2.0
Pithecellobium flexicaule Texas Ebony - Multi Trunk	7.0-9.0	5.0-6.0	1.5 Min.
Prosopis hybrid 'AZT' Mesquite - Multi-Trunk	4.0-5.0	2.0-3.0	1.5 Min.
Quercus virginiana 'Cathedral' Oak	10.0-12.0	5.0-7.0	2.0
Ulmus parvifolia 'Sempervirens' Elm	10.0-12.0	6.0-8.0	2.0

Extra Large Shrubs		Groundcovers	
Size		Size	
Bougainvillea sp.	5 gal.	Eremophila prostrata	1 gal.
Caesalpinia gillesii Yellow Bird of Paradise	5 gal.	Outback Sunrise Eremophila	
Caesalpinia mexicana Mexican Bird of Paradise	5 gal.	Gazania rigens 'Sun Gold'	1 gal.
Cordia Boissieri Anachuta	5 gal.	Trailing Yellow Gazania	
Dodonaea viscosa Hopbush	5 gal.	Lantana sp.	1 gal.
Tecoma spp.	5 gal.	Rosmarinus officinalis 'Prostratus'	1 gal.
Vauquelinia californica Arizona Rosewood	5 gal.	Trailing Rosemary	
Large Shrubs			
Size			
Cassia artemisioides 'Silver'	5 gal.	Teucrium chamaedrys 'prostratum'	1 gal.
Silver Cassia		Prostrate Germander	
Leucophyllum sp.	5 gal.	Cacti/ Accents	Size
Ligustrum japonicum Japanese Privet	5 gal.	Agave spp.	5 gal.
Simmondsia Chinensis Jojoba	5 gal.	Aloe barbadensis	5 gal.
Nerium Oleander 'Little Red'	5 gal.	Medicinal Aloe	
Oleander 'Little Red'		Bouteloua gracilis	1 gal.
Medium Shrubs			
Size			
Eremophila sp.	5 gal.	Cereus hildmannianus	5 gal.
Leucophyllum frutescens 'compacta'	5 gal.	Queen of the Night	
Compact Texas Sage		Dasylinon sp.	5 gal.
Ruellia brittoniana	5 gal.	Euphorbia spp.	1 gal.
Ruellia		Hesperaloe sp. Pink Parade	3 gal.
Teucrium fruticans	5 gal.	Pink Parade Hesperaloe	
Bush Germander		Hesperaloe parviflora	3 gal.
Small Shrubs			
Size			
Buxus microphylla japonica	5 gal.	'Brakelights' Red Yucca	
Green Beauty Boxwood		Muhlenbergia lindheimeri	5 gal.
Callistemon viminalis 'Little John'	5 gal.	'Autumn Glow'	
Little John Bottle Brush		Muhlenbergia rigens	1 gal.
Guara lindheimeri	1 gal.	Deer Grass	
Pink Guara		Muhlenbergia rigida 'Nashville'	5 gal.
Russelia equestiformis	5 gal.	Nashville Muhly Grass	
Coral Fountain		Noлина matapensis	5 gal.
Inerts			
Size			
Decomposed Granite - Express Carmel (or approved equal)	2" Depth In All Planting Areas	Beargrass	
Turf - Midiron Sod		Oputlia sp.	5 gal.
6" Concrete Header		Portulacaria afra minima	5 gal.
See Detail 2, Sheet LA6.1		Dwarf Elephant Food	
		Yucca sp.	5 gal.
		Vines	
		Size	
		Bougainvillea 'California Gold'	5 gal.
		Orange Bougainvillea	
		Ficus pumila	
		Creeping Fig	5 gal.

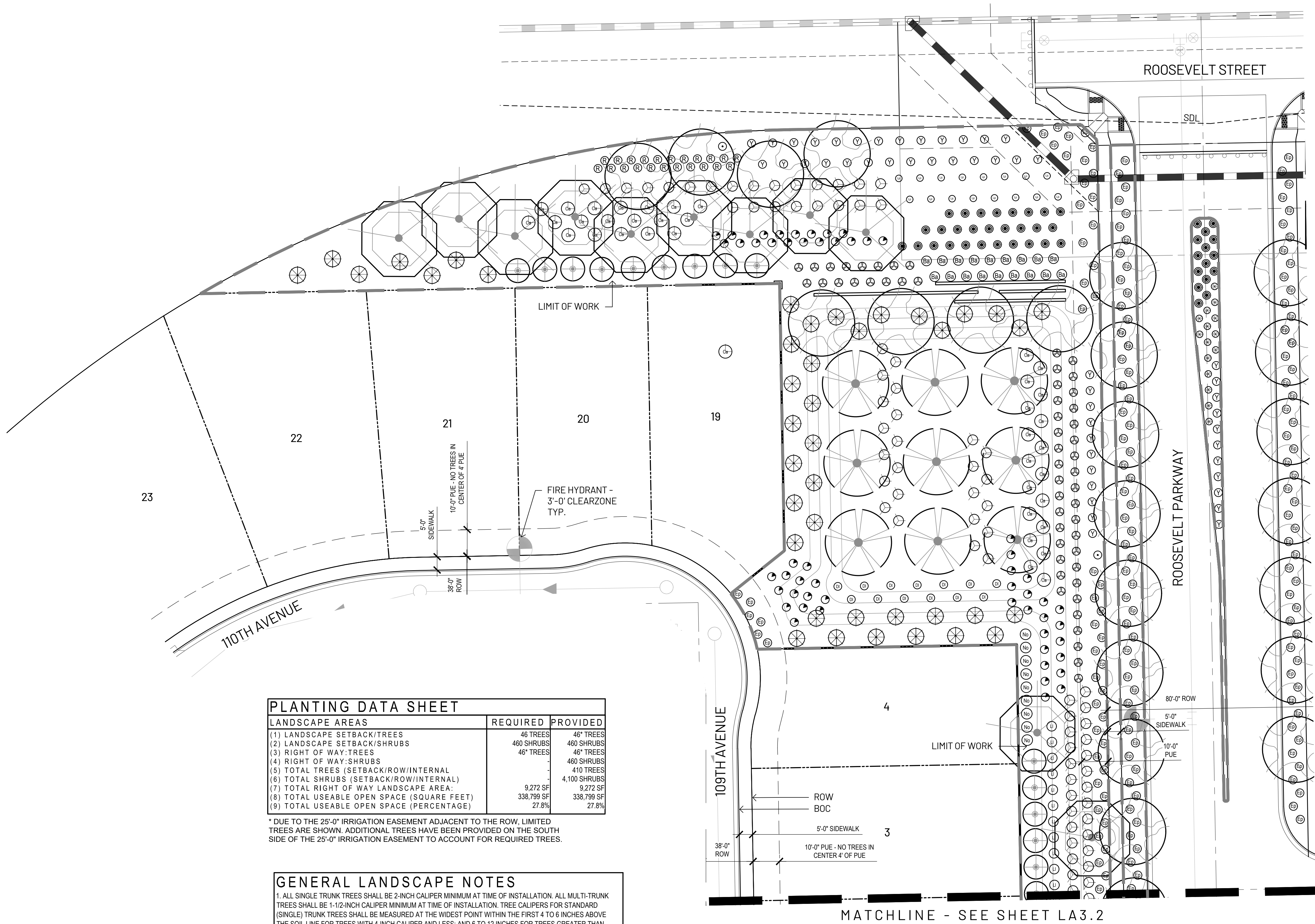


Key Map

Not To Scale



Revisions	
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Title	
Overall Planting Plan	
Date Issued	07-17-2020
Scale	1" = 20'-0"
Drawn By	CR
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PLANTING DATA SHEET		
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(1) LANDSCAPE SETBACK/TREES	46 TREES	46 TREES
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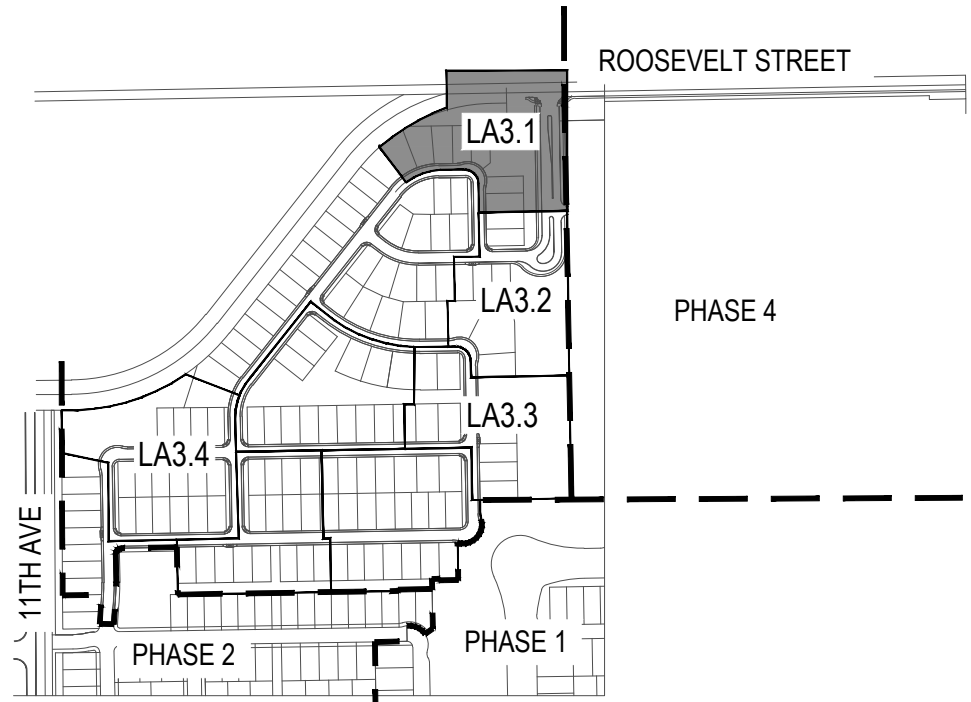
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	Decomposed Granite - Express Carmel (or approved equal) 2" Depth In All Planting Areas			
	Turf - Midiron Sod			



Key Map

Not To Scale



Roosevelt Park
Phase 3 Preliminary Plat
Avondale, Arizona
Planting Plan



Revisions

- 1. Design Dev.
- 2. Progress
- 3. City Submittal/07-17-2020
- 4. Bid Set
- 5. Construction

Title

Planting Plan

07-17-2020

1" = 20'-0"

CR

CH, AB

Project Number

Permit Number

Sheet Number

LA3.1

Sheet 12 of 31

MATCHLINE - SEE SHEET LA3.1

PLANTING DATA SHEET

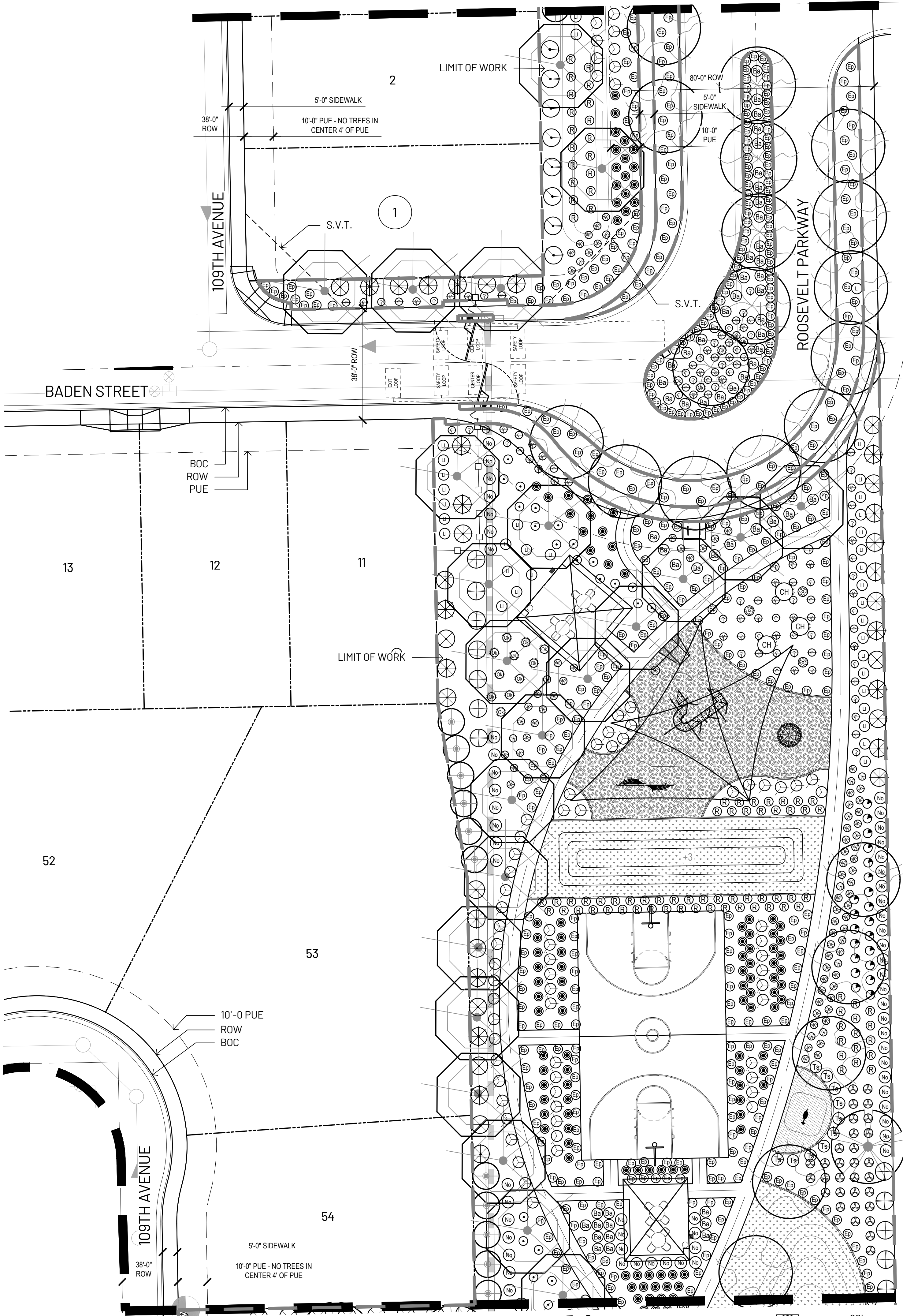
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3. THE PROPERTY OWNER AND/OR LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE (SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCRUST UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

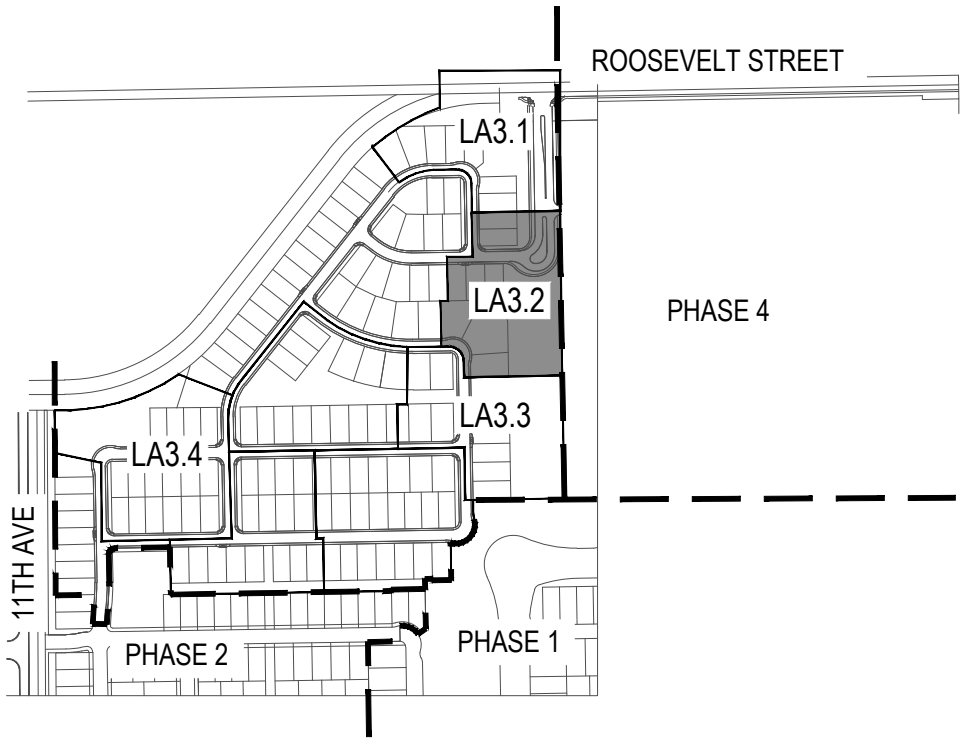
NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.



PLANT MATERIALS LEGEND

Trees			
Botanical Name Common Name	Height (in feet)	Width (in inches)	Caliper (in inches)
Acacia aneura Mulga Acacia	7.0-9.0	4.0-6.0	2.0
Bauhinia lunarioides Anacacho Orchid Tree	5.0-8.0	3.0-4.0	2.0
Chitalpa tashkinensis Chitalpa	8.0-10.0	5.0-7.0	2.0
Dalbergia sissoo Sissoo	10.0-12.0	5.0-7.0	2.0
Fraxinus greggii Little Leaf Ash - Multi Trunk	5.0-7.0	1.5-2.5	1.5 Min.
Olea europea 'Wilsoni' Olive - Multi Trunk	8.0-10.0	5.0-7.0	1.5 Min.
Pistacia lentiscus Mastic Tree - Multi Trunk	5.0-6.0	1.5-2.0	1.5 Min.
Pistacia chinensis 'Red Push' Red Push Pistache	9.0-11.0	4.0-5.0	2.0
Pithecellobium flexicaule Texas Ebony - Multi Trunk	7.0-9.0	5.0-6.0	1.5 Min.
Prosopis hybrid 'AZT' Mesquite - Multi-Trunk	4.0-5.0	2.0-3.0	1.5 Min.
Quercus virginiana 'Cathedral' Oak	10.0-12.0	5.0-7.0	2.0
Ulmus parvifolia 'Sempervirens' Elm	10.0-12.0	6.0-8.0	2.0

Extra Large Shrubs		Groundcovers	
Symbol	Size	Symbol	Size
▲	Bougainvillea sp. 5 gal.	⊕	Eremophila prostrata 1 gal.
▲g	Caesalpinia gillesii 5 gal.	●	Outback Sunrise Eremophila 1 gal.
▲m	Caesalpinia mexicana 5 gal.	●	Gazania rigens 'Sun Gold' 1 gal.
▲m	Caesalpinia mexicana 5 gal.	●	Trailing Yellow Gazania 1 gal.
▲m	Cordia Boissieri 5 gal.	●	Lantana sp. 1 gal.
▲m	Anachuta 5 gal.	●	Rosmarinus officinalis 'Prostratus' 1 gal.
▲m	Dodonaea viscosa 5 gal.	●	Trailing Rosemary 1 gal.
▲m	Hopbush 5 gal.	●	Teucrium chamaedrys 'prostratum' 1 gal.
▲m	Tecoma spp. 5 gal.	●	Prostrate Germander 1 gal.
▲m	Vauquelinia californica 5 gal.	●	Cacti/ Accents
▲m	Arizona Rosewood 5 gal.	●	Agave spp. 5 gal.
▲m	Large Shrubs	●	Aloe barbadensis 5 gal.
▲m	Cassia artemisioides 'Silver' 5 gal.	●	Medicinal Aloe 5 gal.
▲m	Silver Cassia 5 gal.	●	Bouteloua gracilis 1 gal.
▲m	Leucophyllum sp. 5 gal.	●	Blond Ambition 1 gal.
▲m	Ligustrum japonicum 5 gal.	●	Cereus hildmannianus 5 gal.
▲m	Japanese Privet 5 gal.	●	Queen of the Night 5 gal.
▲m	Simmondsia Chinensis 5 gal.	●	Dasylirocin sp. 5 gal.
▲m	Jojoba 5 gal.	●	Euphorbia spp. 1 gal.
▲m	Nerium Oleander 'Little Red' 5 gal.	●	Hesperaloe sp. Pink Parade 3 gal.
▲m	Oleander 'Little Red' 5 gal.	●	Pink Parade Hesperaloe 3 gal.
▲m	Medium Shrubs	●	Hesperaloe parviflora 3 gal.
▲m	Eremophila sp. 5 gal.	●	'Brakelights' Red Yucca 5 gal.
▲m	Leucophyllum frutescens 'compacta' 5 gal.	●	Muhlenbergia lindheimeri 5 gal.
▲m	Compact Texas Sage 5 gal.	●	'Autumn Glow' 5 gal.
▲m	Ruellia brittoniana 5 gal.	●	Muhlenbergia rigens 1 gal.
▲m	Ruellia 5 gal.	●	Deer Grass 5 gal.
▲m	Teucrium fruticos 5 gal.	●	Muhlenbergia rigida 'Nashville' 5 gal.
▲m	Bush Germander 5 gal.	●	Nashville Muhly Grass 5 gal.
▲m	Small Shrubs	●	Nolina matapensis 5 gal.
▲m	Buxus microphylla japonica 5 gal.	●	Beargrass 5 gal.
▲m	Green Beauty Boxwood 5 gal.	●	Oputia sp. 5 gal.
▲m	Callistemon viminalis 'Little John' 5 gal.	●	Portulacaria afra minima 5 gal.
▲m	Little John Bottle Brush 5 gal.	●	Dwarf Elephant Food 5 gal.
▲m	Guara lindheimeri 1 gal.	●	Yucca sp. 5 gal.
▲m	Pink Guara 5 gal.	●	Vines
▲m	Russelia equestiformis 5 gal.	●	Bougainvillea 'California Gold' 5 gal.
▲m	Coral Fountain 5 gal.	●	Orange Bougainvillea 5 gal.
▲m	Inerts	●	Ficus pumila 5 gal.
▲m	No Symbol	●	Creeping Fig 5 gal.
▲m	Decomposed Granite - Express Carmel (or approved equal) 2" Depth In All Planting Areas		
▲m	Turf - Midiron Sod		
▲m	6" Concrete Header		
▲m	See Detail 2, Sheet LA6.1		



Key Map

Not To Scale



Revisions



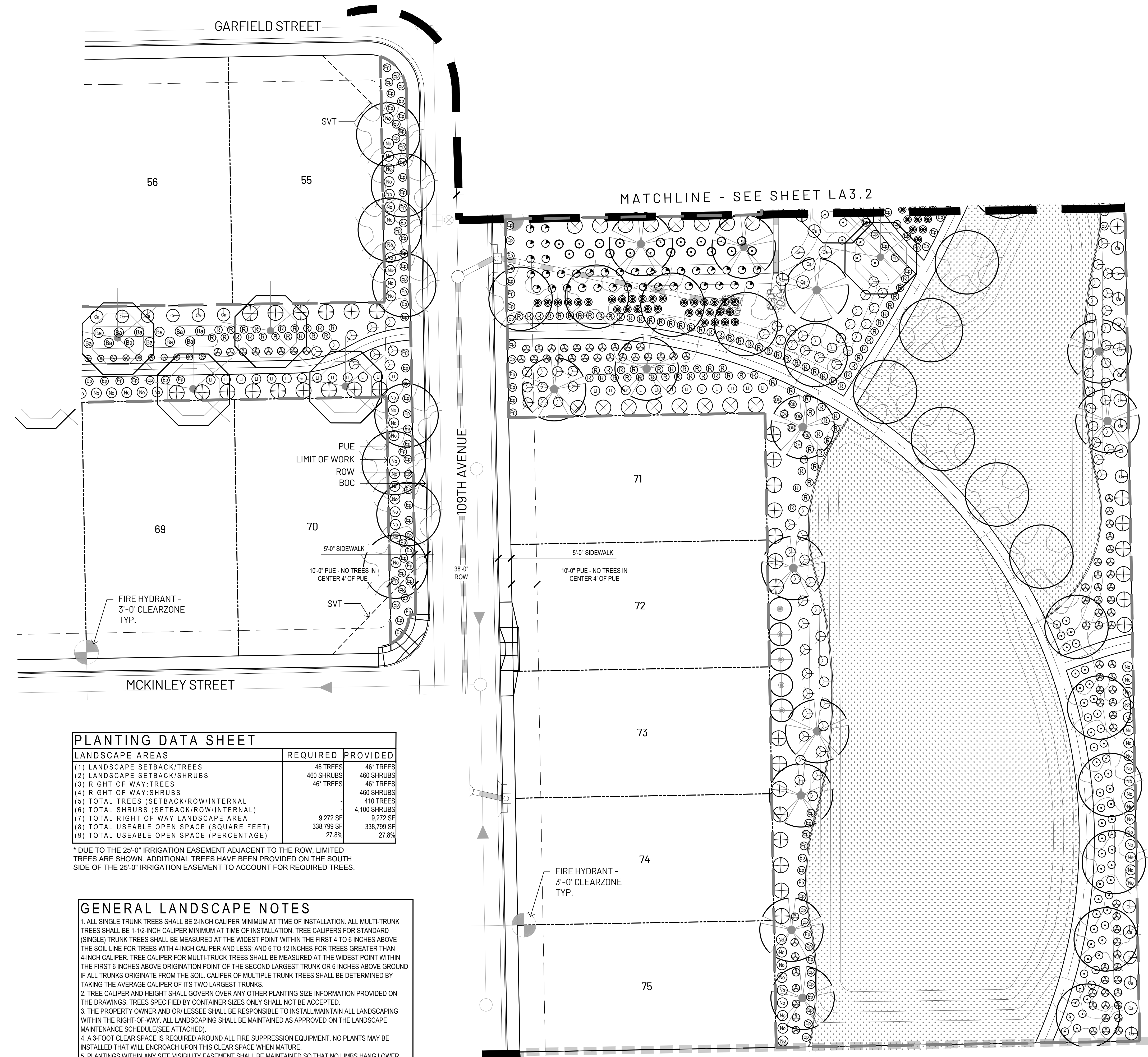
- Issued for
☐ Design Dev.
☐ Progress
☒ City Submittal 07-17-2020
☐ Bid Set
☐ Construction

Title
Date Issued
Scale
Drawn By
Checked By
Project Number

Planting Plan
07-17-2020
1" = 20'-0"
CR
CH, AB

Permit Number

Sheet Number



PLANTING DATA SHEET		
LANDSCAPE AREAS	REQUIRED	PROVIDED
(1) LANDSCAPE SETBACK/TREES	46 TREES	46 TREES
(2) LANDSCAPE SETBACK/SHRUBS	460 SHRUBS	460 SHRUBS
(3) RIGHT OF WAY TREES	46 TREES	46 TREES
(4) RIGHT OF WAY SHRUBS	-	460 SHRUBS
(5) TOTAL TREES (SETBACK/ROW/INTERNAL)	-	410 TREES
(6) TOTAL SHRUBS (SETBACK/ROW/INTERNAL)	-	4,100 SHRUBS
(7) TOTAL RIGHT OF WAY LANDSCAPE AREA:	9,272 SF	9,272 SF
(8) TOTAL USEABLE OPEN SPACE (SQUARE FEET)	338,799 SF	338,799 SF
(9) TOTAL USEABLE OPEN SPACE (PERCENTAGE)	27.8%	27.8%

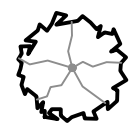
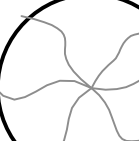
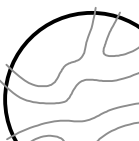
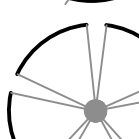
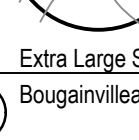
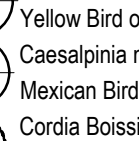
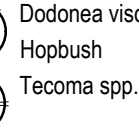
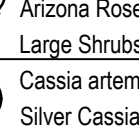
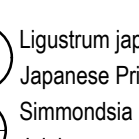
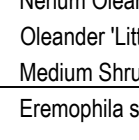
* DUE TO THE 25'-0" IRRIGATION EASEMENT ADJACENT TO THE ROW, LIMITED TREES ARE SHOWN. ADDITIONAL TREES HAVE BEEN PROVIDED ON THE SOUTH SIDE OF THE 25'-0" IRRIGATION EASEMENT TO ACCOUNT FOR REQUIRED TREES.

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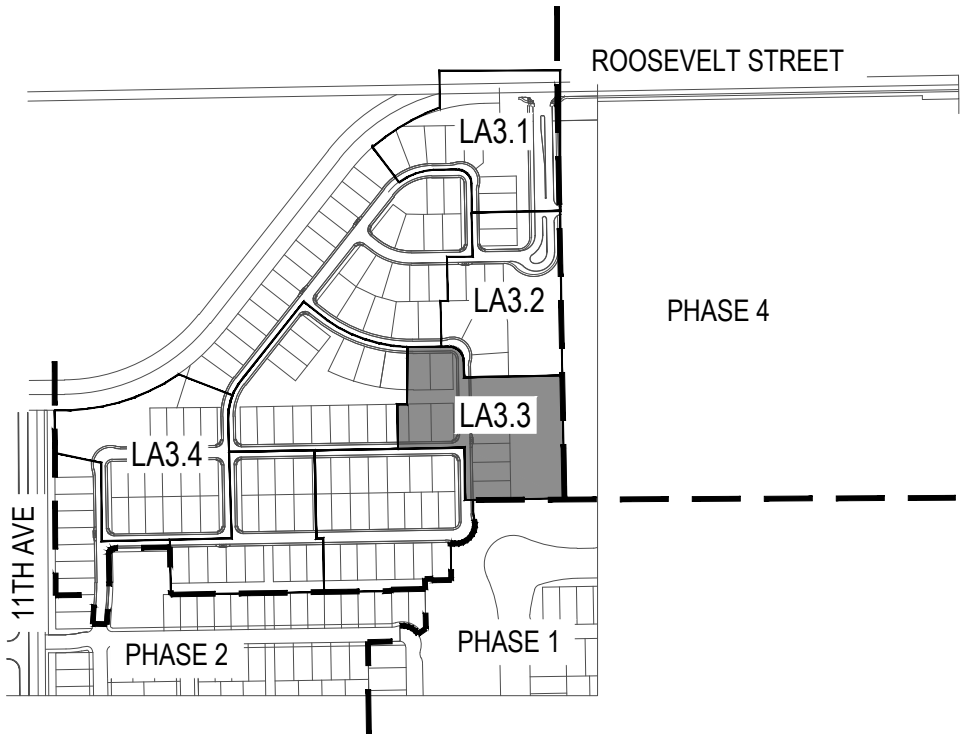
PLANT MATERIALS LEGEND

Trees		Height (in feet)	Width (in inches)	Caliper (in inches)
	Acacia aneura Mulga Acacia	7.0-9.0	4.0-6.0	2.0
	Bauhinia lunarioides Anacacho Orchid Tree	5.0-8.0	3.0-4.0	2.0
	Chitalpa tashkinensis Chitalpa	8.0-10.0	5.0-7.0	2.0
	Dalbergia sissoo Sissoo	10.0-12.0	5.0-7.0	2.0
	Fraxinus greggii Little Leaf Ash - Multi Trunk	5.0-7.0	1.5-2.5	1.5 Min.
	Olea europea 'Willsoni' Olive - Multi Trunk	8.0-10.0	5.0-7.0	1.5 Min.
	Pistacia lentiscus Mastic Tree - Multi Trunk	5.0-6.0	1.5-2.0	1.5 Min.
	Pistacia chinensis 'Red Push' Red Push Pistache	9.0-11.0	4.0-5.0	2.0
	Pithecellobium flexicaule Texas Ebony - Multi Trunk	7.0-9.0	5.0-6.0	1.5 Min.
	Prosopis hybrid 'AZT' Mesquite - Multi-Trunk	4.0-5.0	2.0-3.0	1.5 Min.
	Quercus virginiana 'Cathedral' Oak	10.0-12.0	5.0-7.0	2.0
	Ulmus parvifolia 'Sempervirens' Elm	10.0-12.0	6.0-8.0	2.0

Extra Large Shrubs		Size
	Bougainvillea sp.	5 gal.
	Caesalpinia gillesii Yellow Bird of Paradise	5 gal.
	Caesalpinia mexicana Mexican Bird of Paradise	5 gal.
	Cordia Boissieri Anachuta	5 gal.
	Dodonea viscosa Hopbush	5 gal.
	Tecoma spp.	5 gal.
	Vauquelinia californica Arizona Rosewood	5 gal.
Large Shrubs		Size
	Cassia artemisioides 'Silver' Silver Cassia	5 gal.
	Leucophyllum sp.	5 gal.
	Ligustrum japonicum Japanese Privet	5 gal.
	Simmondsia Chinensis Jojoba	5 gal.
	Nerium Oleander 'Little Red' Oleander 'Little Red'	5 gal.
Medium Shrubs		Size
	Eremophila sp.	5 gal.
	Leucophyllum frutescens 'compacta' Compact Texas Sage	5 gal.
	Ruellia brittoniana Ruellia	5 gal.
	Teucrium fruticans Bush Germander	5 gal.
Small Shrubs		Size
	Buxus microphylla japonica Green Beauty Boxwood	5 gal.
	Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.
	Guara lindheimeri Pink Guara	1 gal.
	Russelia equestiformis Coral Fountain	5 gal.
Inerts		Size
	Decomposed Granite - Express Carmel (or approved equal)	2" Depth In All Planting Areas
	Turf - Midiron Sod	
	6" Concrete Header	
	See Detail 2, Sheet LA6.1	

Groundcovers		Size
	Eremophila prostrata Outback Sunrise Eremophila	1 gal.
	Gazania rigens 'Sun Gold' Trailing Yellow Gazania	1 gal.
	Lantana sp.	1 gal.
	Rosmarinus officialis 'Prostratus' Trailing Rosemary	1 gal.
	Teucrium chamaedrys 'prostratum' Prostrate Germander	1 gal.
Cacti/ Accents		Size
	Agave spp.	5 gal.
	Aloe barbadensis Medicinal Aloe	5 gal.
	Bouteloua gracilis Blond Ambition	1 gal.
	Cereus hildmannianus Queen of the Night	5 gal.
	Dasyliro sp.	5 gal.
	Euphorbia spp.	1 gal.
	Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.
	Hesperaloe parviflora 'Brakelights' Red Yucca	3 gal.
	Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.
	Muhlenbergia rigens Deer Grass	1 gal.
	Muhlenbergia rigida 'Nashville' Nashville Muhly Grass	5 gal.
	Nolina matapensis Beargrass	5 gal.
	Opuntia sp.	5 gal.
	Portulacaria afra minima Dwarf Elephant Food	5 gal.
	Yucca sp.	5 gal.
Vines		Size
	Bougainvillea 'California Gold' Orange Bougainvillea	5 gal.
	Ficus pumila Creeping Fig	5 gal.

ROOSEVELT PARK-PHASE 4
SEE IMPROVEMENT PLANS PREPARED
UNDER SEPARATE SUBMITTAL BY ABLA



Revisions



- Issued for
- ☐ Design Dev.
 - ☐ Progress
 - ☒ City Submittal/07-17-2020
 - ☐ Bid Set
 - ☐ Construction

Title

Planting Plan

Date issued 07-17-2020

Scale 1" = 20'-0"

Drawn By CR

Checked By CH, AB

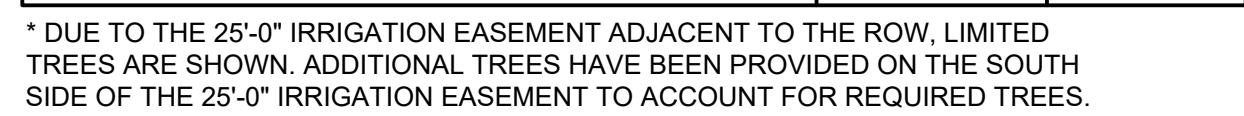
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Permit Number

Sheet Number

LA3.3

Sheet14 of 31

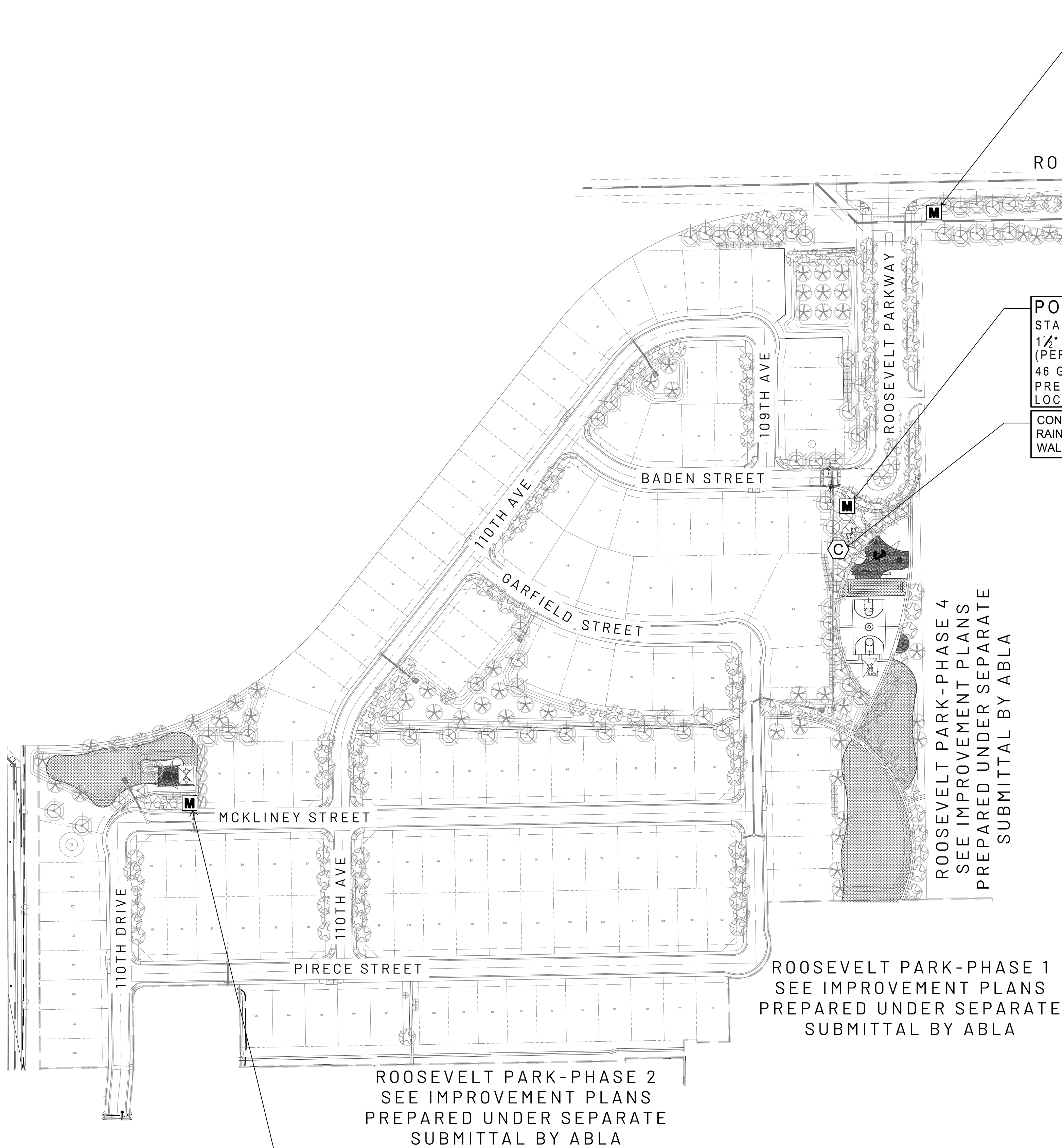


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	Extra Large Shrubs	Size		Groundcovers	Size
(A)	Bougainvillea sp.	5 gal.	(E9)	Eremophila prostrata Outback Sunrise Eremophila	1 gal
(Gg)	Caesalpinia gilliesii Yellow Bird of Paradise	5 gal.	(●)	Gazania rigens 'Sun Gold' Trailing Yellow Gazania	1 gal.
(Om)	Caesalpinia mexicana Mexican Bird of Paradise	5 gal.	(Y)	Lantana sp.	1 gal.
	Cordia Boissieri Anacaulita	5 gal.	(R)	Rosmarinus officialis 'Prostratus' Trailing Rosemary	1 gal.
(X)	Dodonaea viscosa Hopbush	5 gal.	(TD)	Teucrium chamaedrys 'prostratum' Prostrate Germander	1 gal.
(•)	Tecoma spp.	5 gal.		Cacti/ Accents	Size
	Vauquellina californica Arizona Rosewood	5 gal.		(Agave spp.)	5 gal.
	Large Shrubs	Size		(A) Aloe barbadensis Medicinal Aloe	5 Gal.
(Cv)	Cassia artemisioides 'Silver' Silver Cassia	5 gal.		(Bouteloua gracilis) Blond Ambition	1 gal
(Lg)	Leucophyllum sp.	5 gal.	(CH)	Cereus hildmannianus Queen of the Night	5 gal.
(Lj)	Ligustrum japonicum Japanese Privet	5 gal.	(D)	Dasyliyon sp.	5 gal.
(Sc)	Simmondsia chinensis Jojoba	5 gal.	(E)	Euphorbia spp.	1 gal
(No)	Nerium Oleander 'Little Red' Oleander 'Little Red'	5 gal.	(H)	Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.
	Medium Shrubs	Size	(V)	Hesperaloe parviflora 'Brake Lights' Red Yucca	3 gal.
(•)	Eremophila sp.	5 gal.	(M)	Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.
(U)	Leucophyllum frutescens 'compacta' Compact Texas Sage	5 gal.	(T)	Muhlenbergia rigens 'Deer Grass'	1 gal.
(R)	Ruellia brittoniana Ruellia	5 gal.	(N)	Muhlenbergia rigida 'Nashville' Nashville Muhly Grass	5 gal.
(Ti)	Teucrium fruticos Bush Germander	5 gal.	(N)	Nolina matapensis Beargrass	5 gal.
	Small Shrubs	Size	(+)	Opuntia sp.	5 gal.
(D)	Buxus microphylla japonica Green Beauty Boxwood	5 gal.	(o)	Portulacaria afra minima Dwarf Elephant Food	5 gal.
(O)	Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.	(Yd)	Yucca sp.	5 gal.
(G)	Guara lindheimeri Pink Guara	1 gal.		Vines	Size
(S)	Russelia equisetiformis Coral Fountain	5 gal.		(Bougainvillea 'California Gold') Orange Bougainvillea	5 gal
	Inerts	Size		(Ficus pumila) Creeping Fig	5 gal
No Symbol	Deposited Granite - Express Carmel (or approved eq'l)				
	2" Depth In All Planting Areas				





POINT OF CONNECTION
STATION POINT XX+XX.XX ROOSEVELT STREET
1½" POTABLE WATER METER WITH 51 PSI,
(PER FLOW TEST PROVIDED BY EPS)
39GPM PEAK DEMAND) AND 1½" BACKFLOW
PREVENTER, 1½" MASTER VALVE AT THIS
LOCATION. REFER TO CIVIL PLANS.

POINT OF CONNECTION
STATION POINT XX+XX.XX BADEN STREET
1½" POTABLE WATER METER WITH 51 PSI,
(PER FLOW TEST PROVIDED BY EPS)
46 GPM PEAK DEMAND) AND 1½" BACKFLOW
PREVENTER, 1½" MASTER VALVE AT THIS
LOCATION. REFER TO CIVIL PLANS.

CONTROLLER 'C'
RAINBIRD ESP-LXD
WALL MOUNT, 2-WIRE CONTROLLER

ROOSEVELT PARK-PHASE 2
SEE IMPROVEMENT PLANS
PREPARED UNDER SEPARATE
SUBMITTAL BY ABLA

POINT OF CONNECTION
STATION POINT XX+XX.XX MCKLINEY STREET
¾" POTABLE WATER METER WITH 51 PSI,
(PER FLOW TEST PROVIDED BY EPS)
6 GPM PEAK DEMAND) AND 1" BACKFLOW
PREVENTER, 1" MASTER VALVE AT THIS
LOCATION. REFER TO CIVIL PLANS.

GENERAL LANDSCAPE NOTES
1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCRROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

IRRIGATION SCHEDULE- PHASE 1				
SYMBOL	MANUFACTURER	MODEL NUMBER	DESCRIPTION	DTL / SHEET
---	PER CONTRACTOR	SCH 40 PVC 2½" AND SMALLER, GASKETED CL200 PVC FOR 3" AND LARGER	MAINLINE PIPE	3/4 / LA7.3
----	PER CONTRACTOR	2x14 AWG MAXI CABLE	SHOWN IN LOCATIONS WITHOUT MAINLINE PIPE	3.13 / LA7.3
---	PER CONTRACTOR	PVC IRRIGATION SLEEVE SEE NOTE #9	SLEEVING	3.5 / LA7.3
①	(2) 2" PVC SLEEVES (1) 4" PVC SLEEVE	② (2) 2" PVC SLEEVES	③ (1) 2" PVC SLEEVE	④ (1) 4" PVC SLEEVE
—T—	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE # 8 FOR EMITTERS	PVC PIPING - TO TREE EMITTERS ¾" UNLESS OTHERWISE SPECIFIED	3 / LA7.3 12.3 / LA7.4
—S—	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE # 8 FOR EMITTERS	PVC PIPING - TO SHRUB EMITTERS ¾" UNLESS OTHERWISE SPECIFIED	3 / LA7.3 14.5 / LA7.4
—	PER CONTRACTOR	CLASS 200 PVC PIPE	PVC PIPING - TO SPRAY HEADS	3/4 / LA7.3
↑	PER NOTE #6		UNCONNECTED PIPE CROSSING	
Ⓐ	RAINBIRD		EXISTING CONTROLLER REFER TO ROOSEVELT PARK PHASE 1 PLAN SET FOR LOCATION.	
Ⓜ	PER CIVIL PLANS	PER CIVIL PLANS	WATER METER PER CIVIL PLANS	
⊖	FEBCO	825YA-SIZE PER PLAN	BACKFLOW PREVENTER WITH STRONGBOX ENCLOSURE	1.2 / LA7.3
⊕	RAINBIRD	150-EFB-CP	MASTER VALVE - NORMALLY CLOSED, SOLENOID ACTUATED	6,10,11,12,13 / LA7.3
⊕	RAINBIRD	FS150B	FLOW METER	7,10,11,12,13 / LA7.3
⊕	RAINBIRD	XC2-PRB-100-COM	DRIP VALVE ASSEMBLY WITH BALL VALVE	9,10,11,12,13 / LA7.3
⊕	RAINBIRD	PESB-PRS-D	REMOTE CONTROL VALVE WITH BALL VALVE	8,10,11,12,13 / LA7.3
⊕	APOLLO	102T-K SERIES	ISOLATION GATE VALVE 2" AND SMALLER	11,12 / LA7.3 7 / LA7.4
⊕	RAINBIRD	44-RC, 44-K, SH-1	QUICK-COUPLER WITH VALVE KEY AND SWIVEL	11,12 / LA7.3 9 / LA7.4
⊕	PER DETAIL		DRIP FLUSH ASSEMBLY	11,12 / LA7.3 10 / LA7.4
◆	CRISPIN	IC-10A	COMBINATION AIR-RELEASE VALVE	11,12 / LA7.3 8 / LA7.4
⊕	RAINBIRD	5006--SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT WITH MPR-25 NOZZLE @ 25PSI	6 / LA7.4
⊕	RAINBIRD	5006--SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT WITH MPR-30 NOZZLE @ 25PSI	6 / LA7.4
⊕	RAINBIRD	5006--SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT WITH MPR-35 NOZZLE @ 25PSI	6 / LA7.4

- IRRIGATION NOTES:
- A BOOSTER PUMP MAY BE NEEDED IF PRESSURE IS TOO LOW. 25 PSI IS NEEDED AT THE SPRAY HEAD FOR PEAK PERFORMANCE.
 - ALL VALVE BOXES SHALL BE PURPLE OR TAN IN COLOR DEPENDING ON WHETHER IT IS POTABLE OR RECLAIMED WATER DISTRIBUTION. SEE PLANS.
 - ALL VALVE BOXES TO BE IN LANDSCAPE AREAS, NOT TURF.
 - ALL CONTROL WIRING SHALL BE 2x14 AWG MAXI CABLE.
 - ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL 2" WIRE SLEEVE ADJACENT TO PIPE SLEEVE FOR ALL PAVEMENT CROSSINGS.
 - MAINLINE LATERAL PVC PIPE OR POLYETHYLENE TUBING FROM DIFFERENT VALVES SHALL BE UNCONNECTED, WHETHER OR NOT SHOWN.
 - CONTRACTOR SHALL FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIALS OR STARTING ANY IRRIGATION INSTALLATION AND NOTIFY CONSULTANT OF ANY DIFFERENCE FROM STATED PRESSURE. IF CONTRACTOR FAILS TO NOTIFY CONSULTANT THE ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS AS DIRECTED BY THE CONSULTANT.
 - INSTALL RAINBIRD PRESSURE COMPENSATING DRIP EMITTERS TO PLANT MATERIAL PER DETAILS AND THE FOLLOWING SCHEDULE:

PLANT SIZE	EMITTER NUMBER	QUANTITY
CACTUS/ACCENTS	XBT-05-6	1 EACH
1 GAL. SHRUB	XBT-10, XBT-10-6	2 EACH
3 GAL. SHRUB	XBT-10, XBT-10-6	2 EACH
5 GAL. SHRUB	XBT-10, XBT-10-6	2 EACH
24" BOX TREE	XBT-10-6	4 EACH
36" BOX TREE	XBT-10-6	6 EACH
42" BOX TREE	XBT-20-6	8 EACH
48" BOX TREE	XBT-20-6	8 EACH
CITRUS	RWS-B-1401	2 EACH

EACH ROOT ZONE WATERING SYSTEM SHALL ALSO INCLUDE RWS-SOCK-ROOT WATERING SOCK. CONTRACTOR SHALL INCREASE OR DECREASE EMITTER SIZING FOR SHRUBS AND SUCCULENTS BASED ON EXPOSURE. EMITTERS ONLY ARE TO BE INSTALLED ABOVE GRADE AND ALL PIPING SHALL BE THOROUGHLY FLUSHED PRIOR TO EMITTER INSTALLATION AS PER DETAILS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY FLUSHING OF EMITTERS DUE TO CLOGGING FOR THE DURATION OF THE MAINTENANCE PERIOD AS OUTLINED IN THE LANDSCAPE SPECIFICATION. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL WHICH DIES DURING THE MAINTENANCE PERIOD AS A RESULT OF EMITTER CLOGGING.
 - INSTALL IRRIGATION SLEEVES UNDER ALL SIDEWALKS PER THE FOLLOWING SCHEDULE:

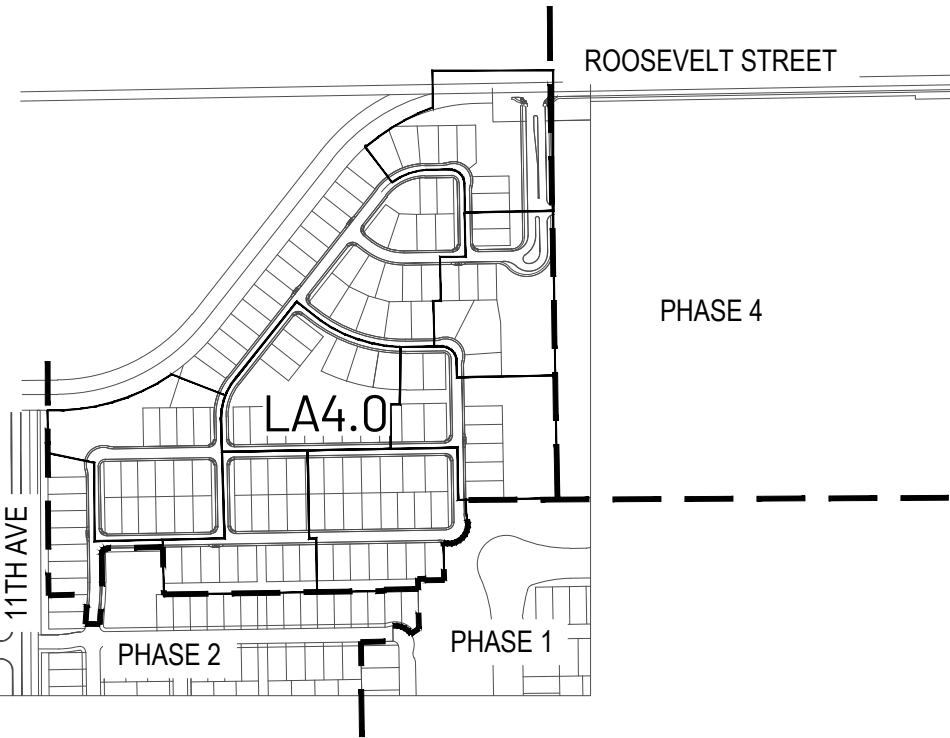
PIPE SIZE OR WIRE QUANTITY	REQUIRED SLEEVE(S)
DRIP TUBING	1 - 2" SDR 35 PVC
¾" LATERAL	1 - 2" SDR 35 PVC
1" LATERAL	1 - 2" SDR 35 PVC
1½" LATERAL	1 - 2" SDR 35 PVC
1½" LATERAL	1 - 4" SDR 35 PVC
2" LATERAL	1 - 4" SDR 35 PVC
1" PRESSURE SUPPLY PIPE	1 - 4" SDR 35 PVC
1½" PRESSURE SUPPLY PIPE	1 - 4" SDR 35 PVC
2" PRESSURE SUPPLY PIPE	1 - 6" SDR 35 PVC
2½" PRESSURE SUPPLY PIPE	1 - 6" SDR 35 PVC
3" PRESSURE SUPPLY PIPE	1 - 2" SDR 35 PVC
1 - 20 CONTROL WIRES	2 - 2" SDR 35 PVC

CONTRACTOR TO FIELD VERIFY SIZE, LOCATION AND QUANTITY OF EXISTING SLEEVES INSTALLED UNDER STREET IMPROVEMENT PACKAGE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM, AND NOTIFY CONSULTANT OF ANY DIFFERENCES.
 - CONTRACTOR SHALL PROVIDE THREE #33K QUICK-COUPLER KEYS WITH HOSE SWIVELS. CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
 - CONSTRUCTION RECORD (AS-BUILT DRAWINGS).
 - CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
 - THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. CONTRACTOR TO PROVIDE 100% COVERAGE FOR ALL PLANT MATERIAL THEREFORE. ALL IRRIGATION ELEMENTS GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH IRRIGATION DESIGNER AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

PIPE SIZING SCHEDULE:

GPM	SIZE
0 - 8	¾"
9 - 12	1"
13 - 20	1½"
21 - 30	1½"
31 - 50	2"
51 - 70	2½"

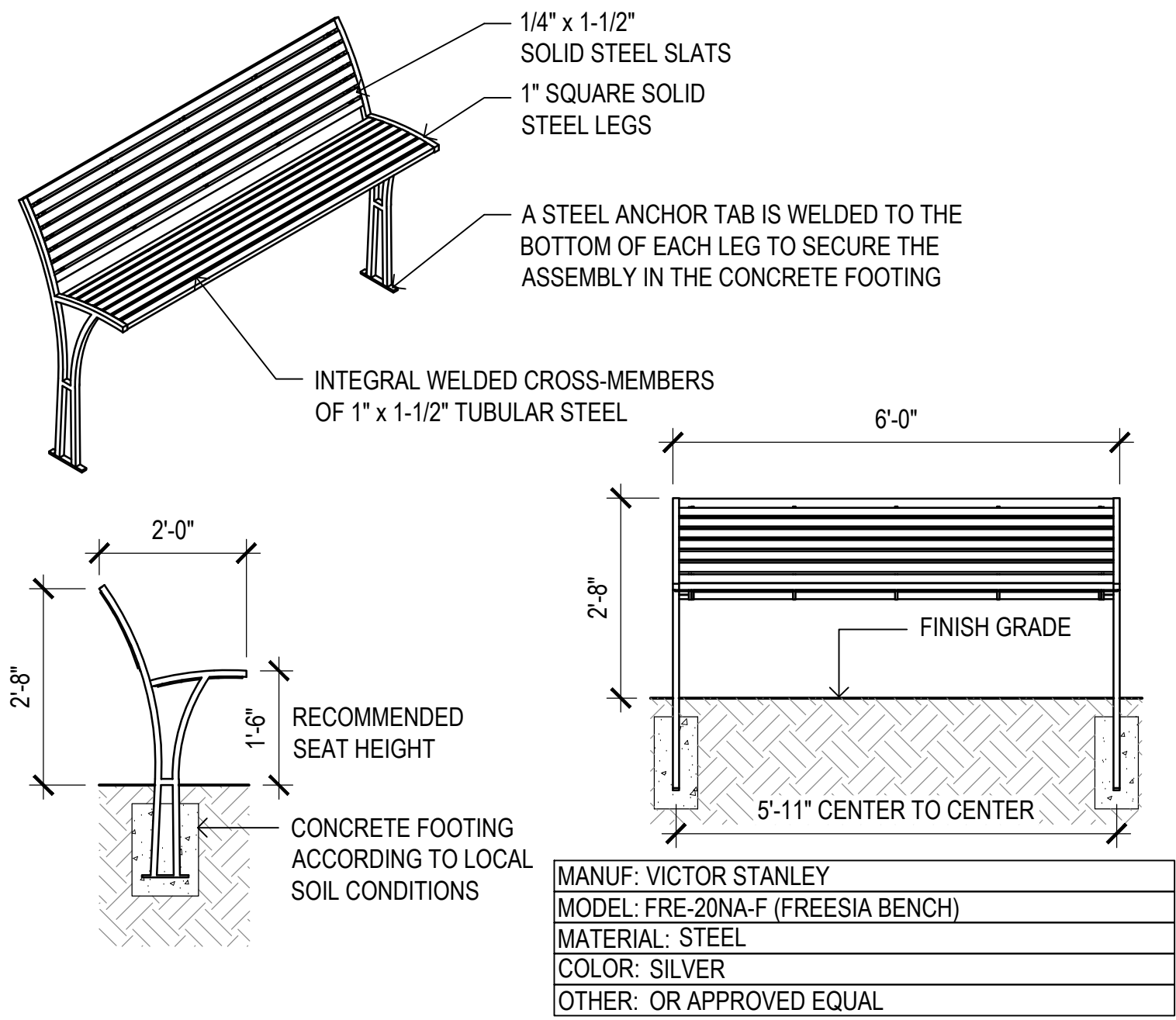
NOTE: MINIMUM PIPE SIZE TO EACH SPRINKLER SHALL BE THE SAME SIZE OF THE SPRINKLER HEAD INLET.



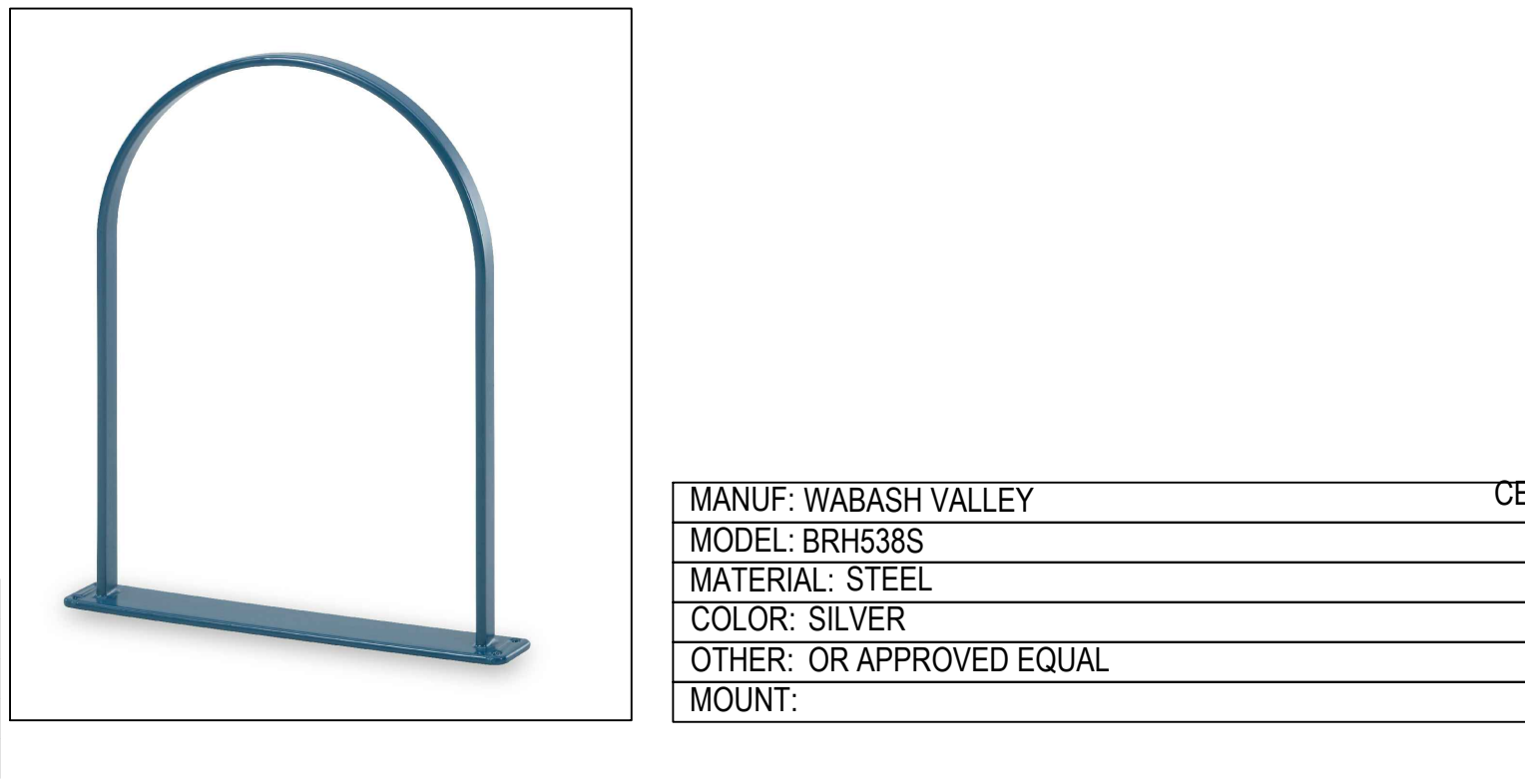
Key Map Not To Scale



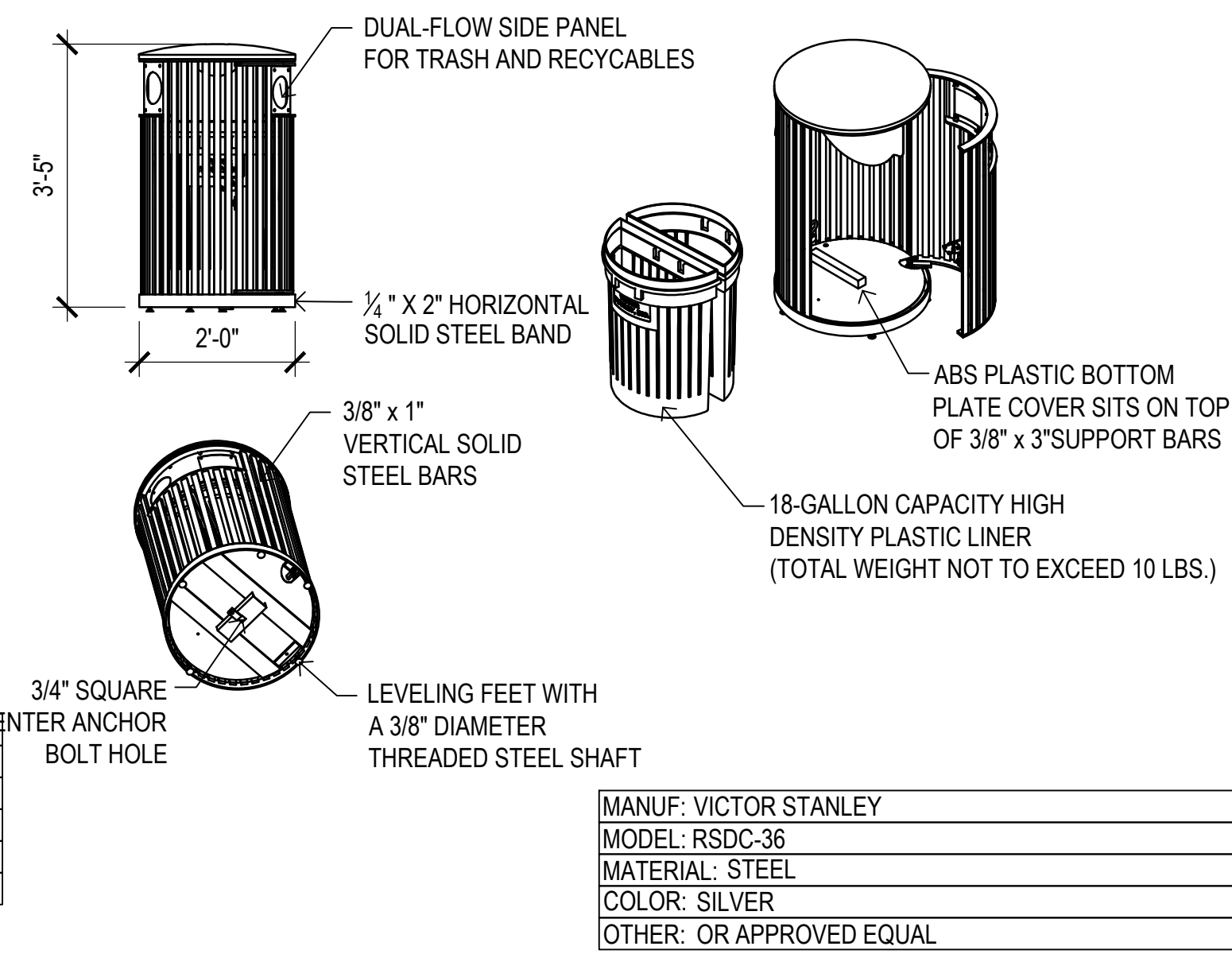
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Issued for	
Design Dev.	
Progress	
City Submittal	07-17-2020
Bid Set	
Construction	
Title	Irrigation Plan
Date Issued	07-17-2020
Scale	1" = 20'-0"
Drawn By	CR
Checked By	CH, AB
Project Number	
Permit Number	
Sheet Number	



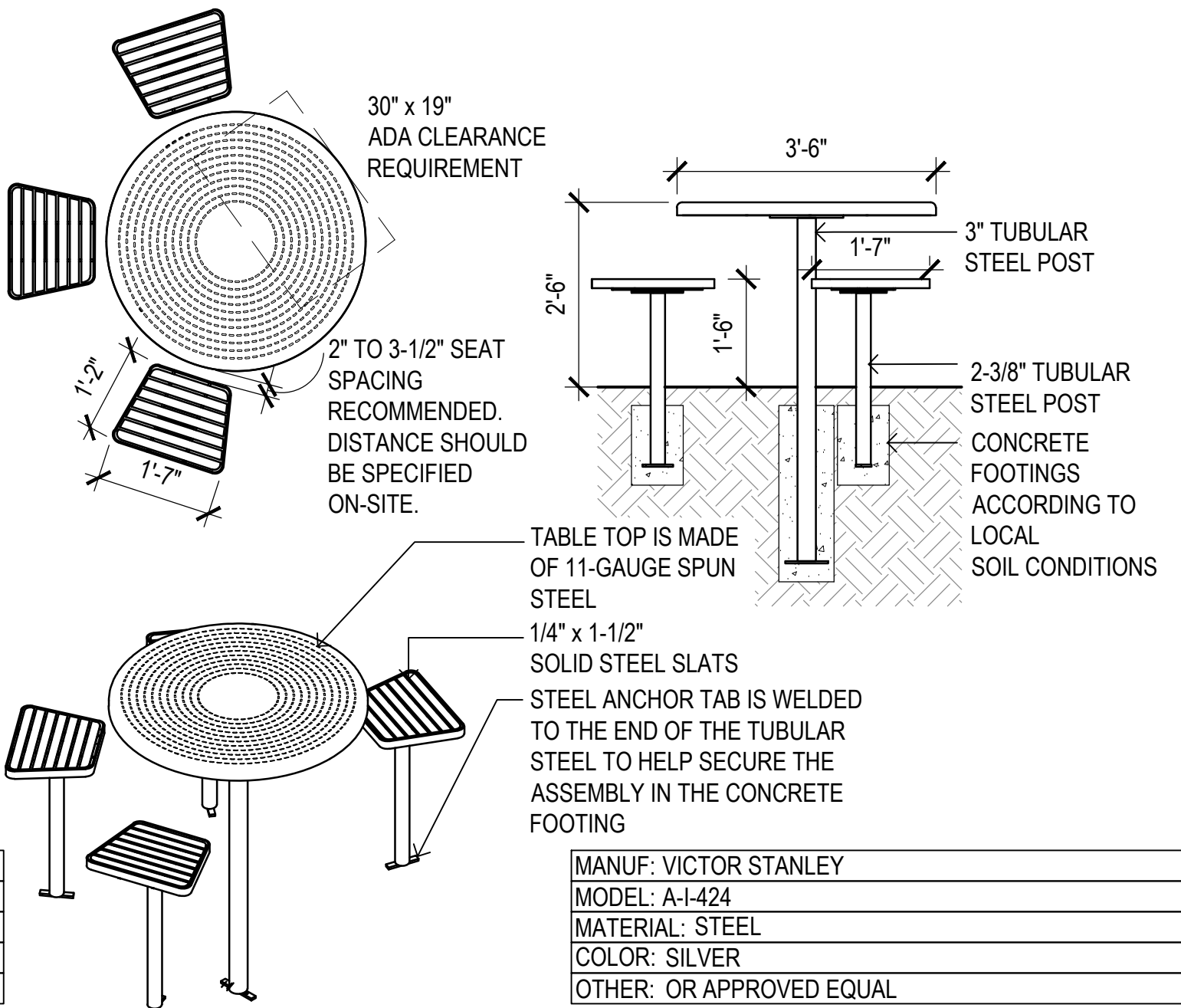
1 Bench
SCALE: 1/2"=1'-0"



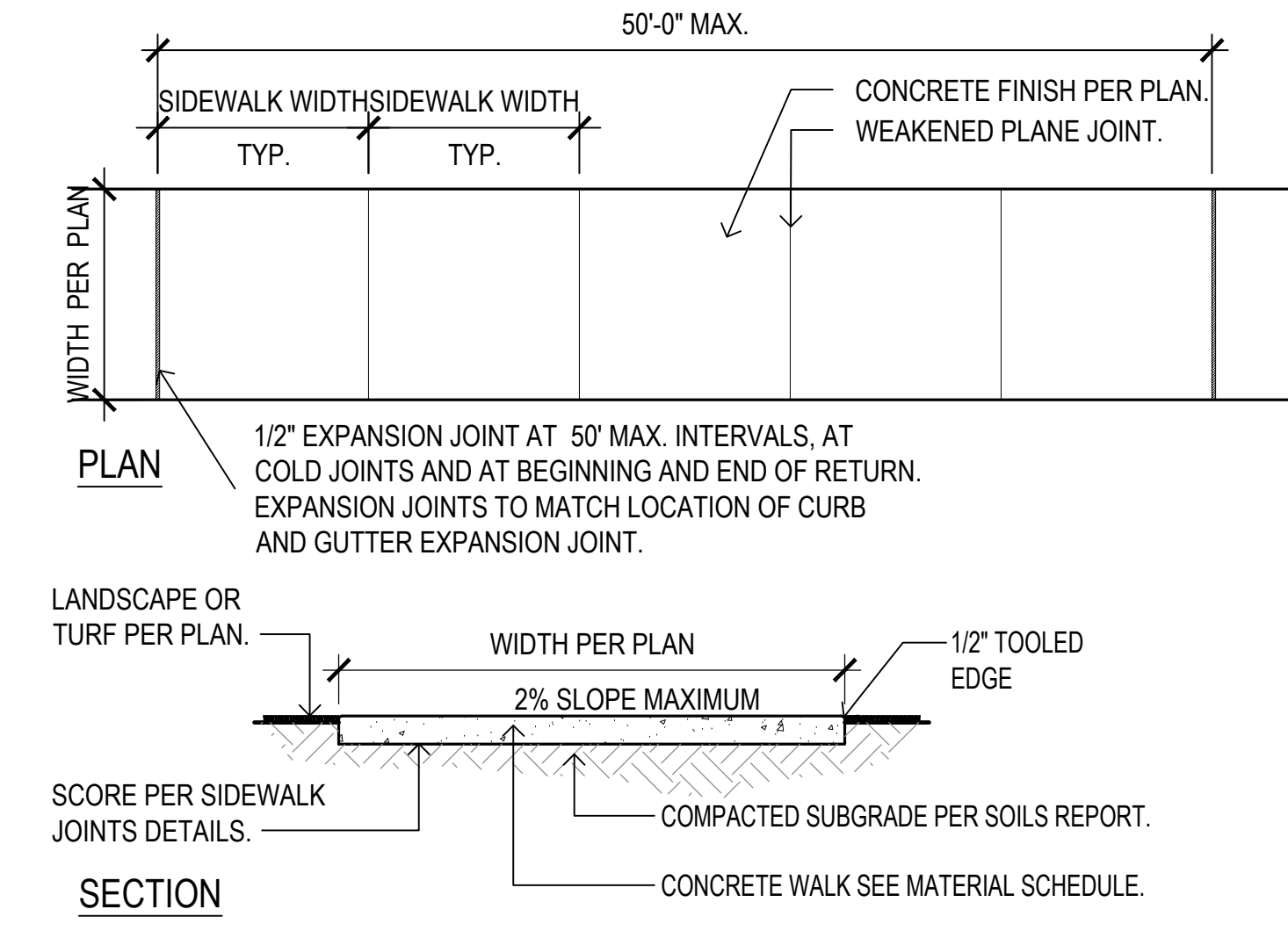
2 Bike Rack
SCALE: 1/2"=1'-0"



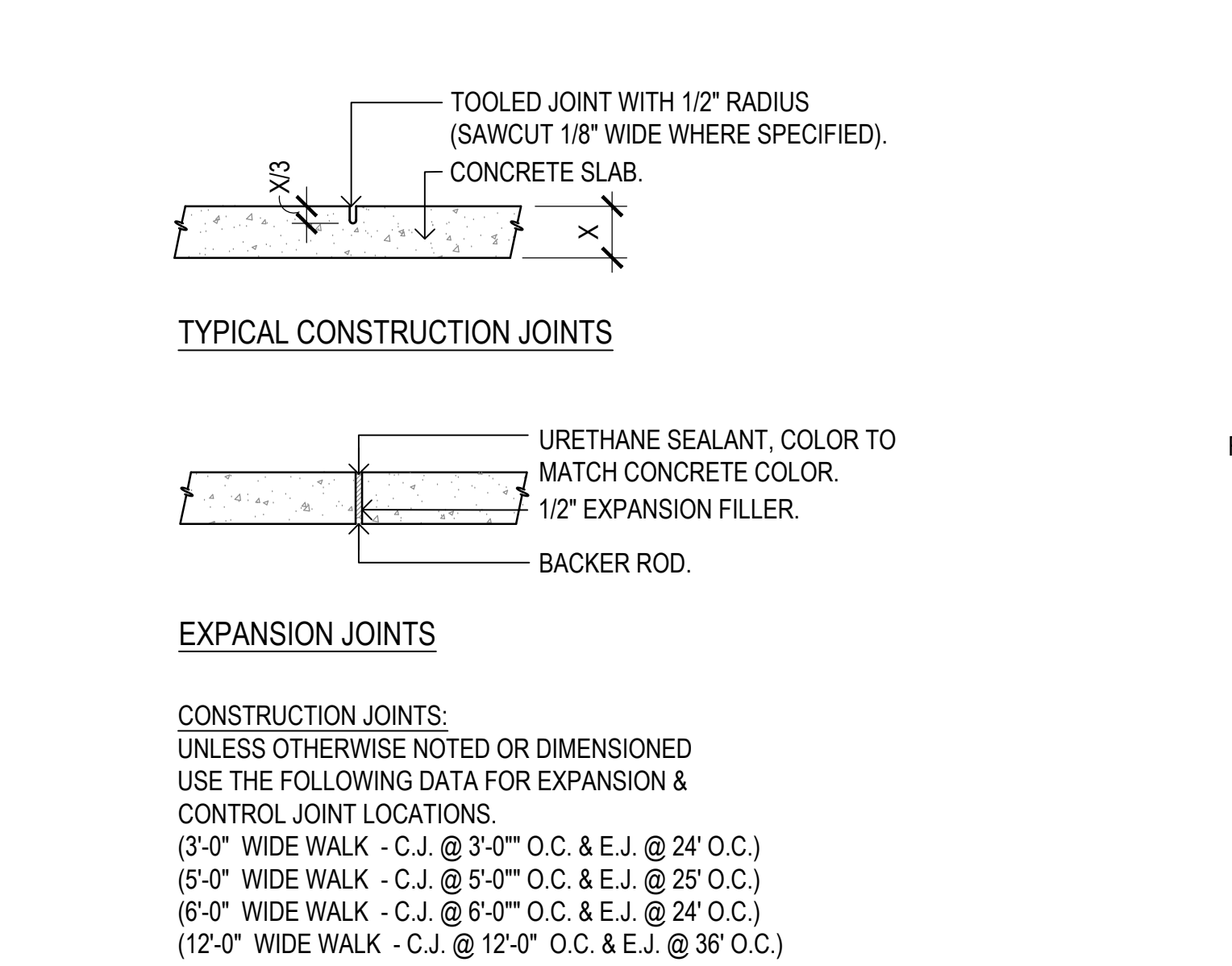
3 Trash Receptacle
SCALE: 1/2"=1'-0"



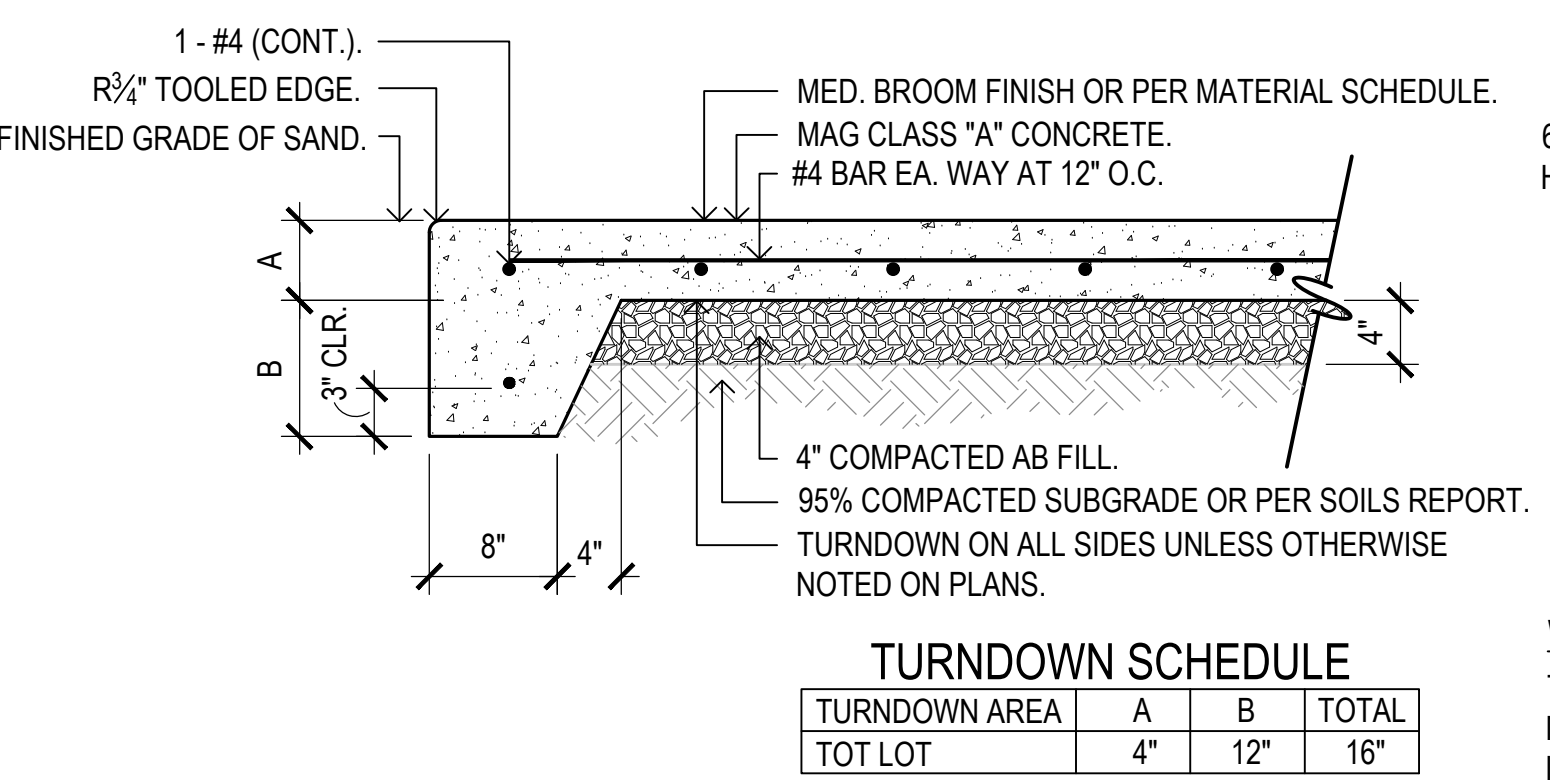
4 Picnic Table
SCALE: 1/2"=1'-0"



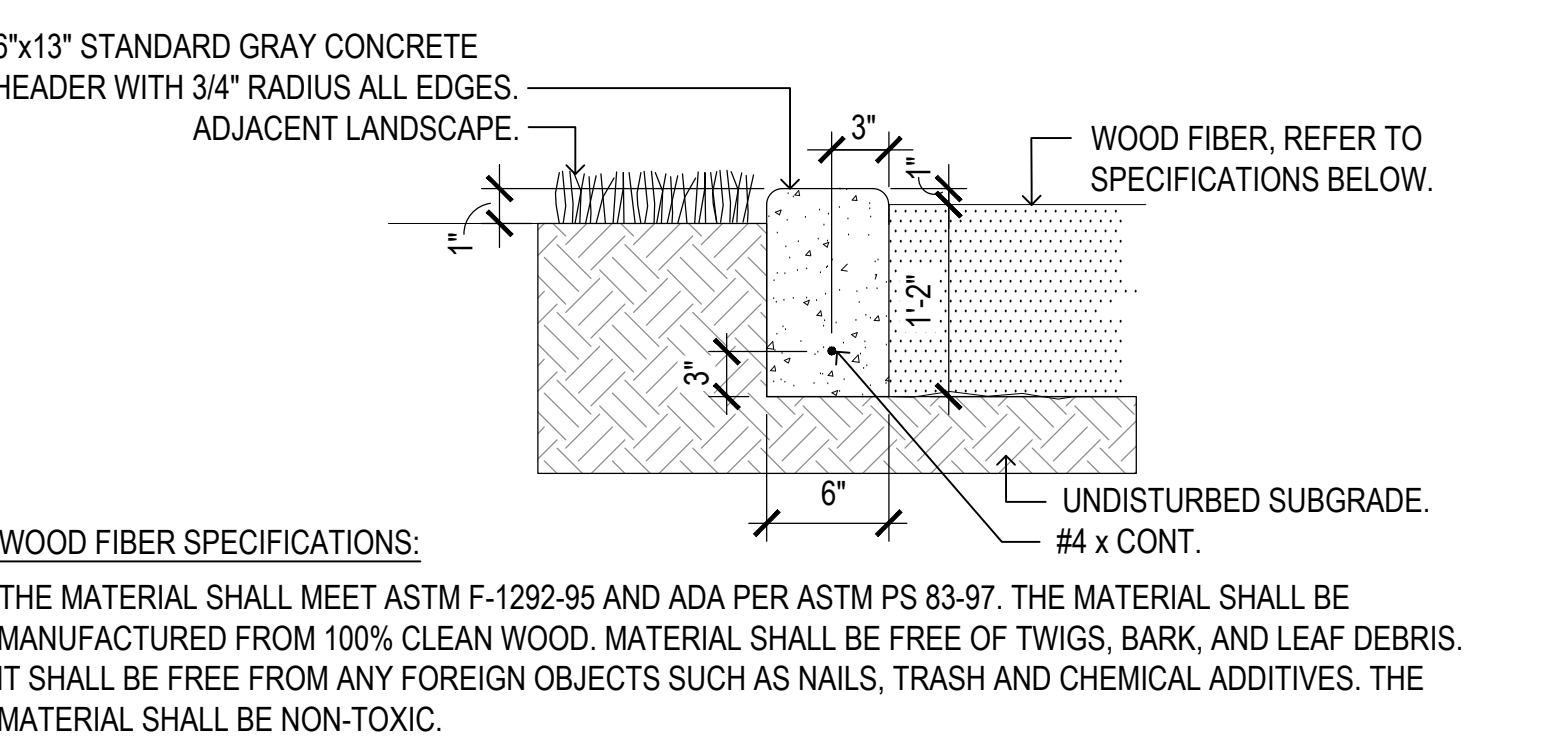
5 Concrete Sidewalk
SCALE: 1/2"= 1'-0"



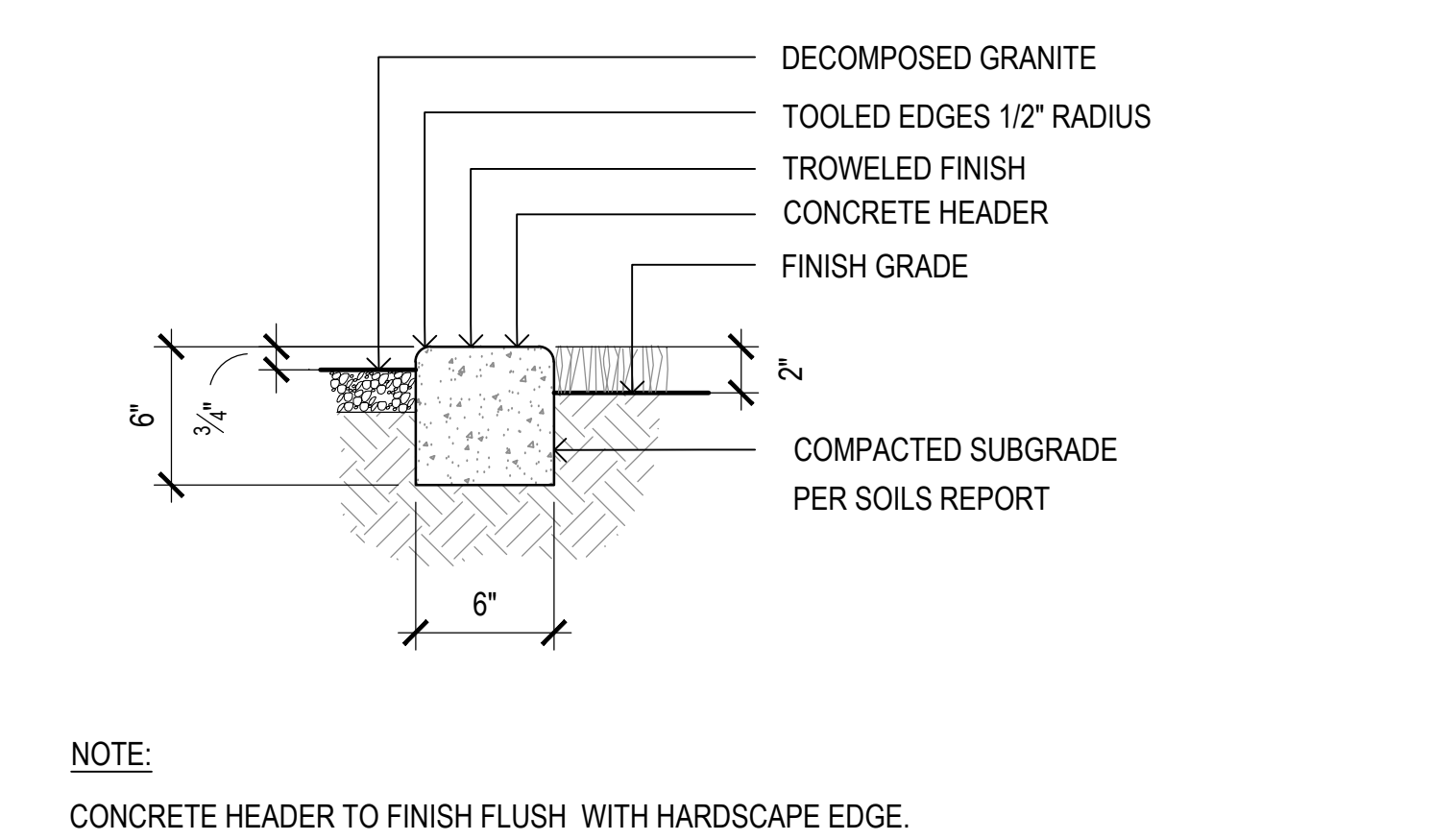
6 Construcion Joints
SCALE: 1"=1'-0"



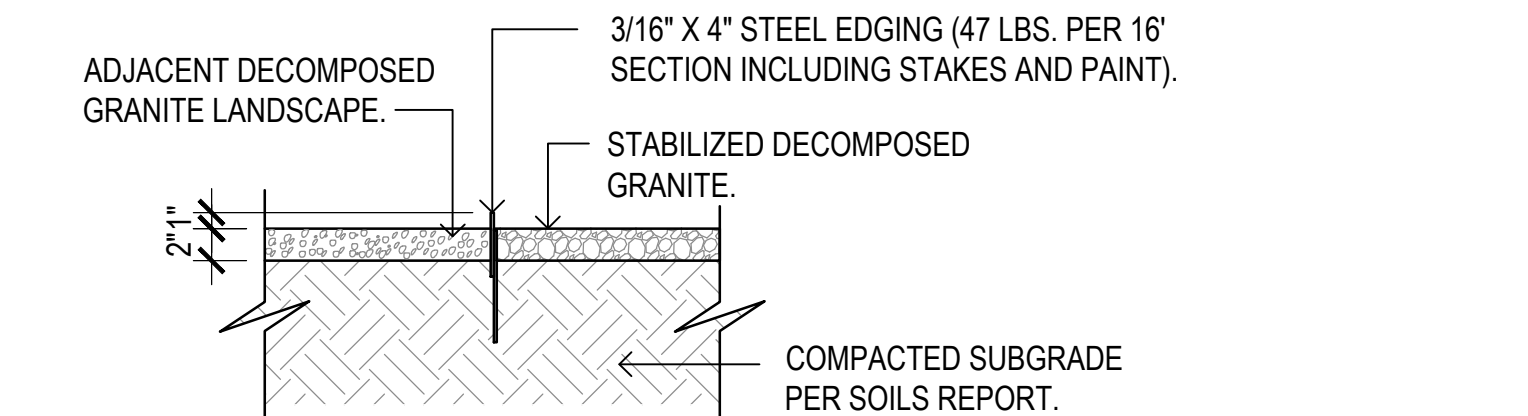
7 Concrete Turndown
SCALE: 1"=1'-0"



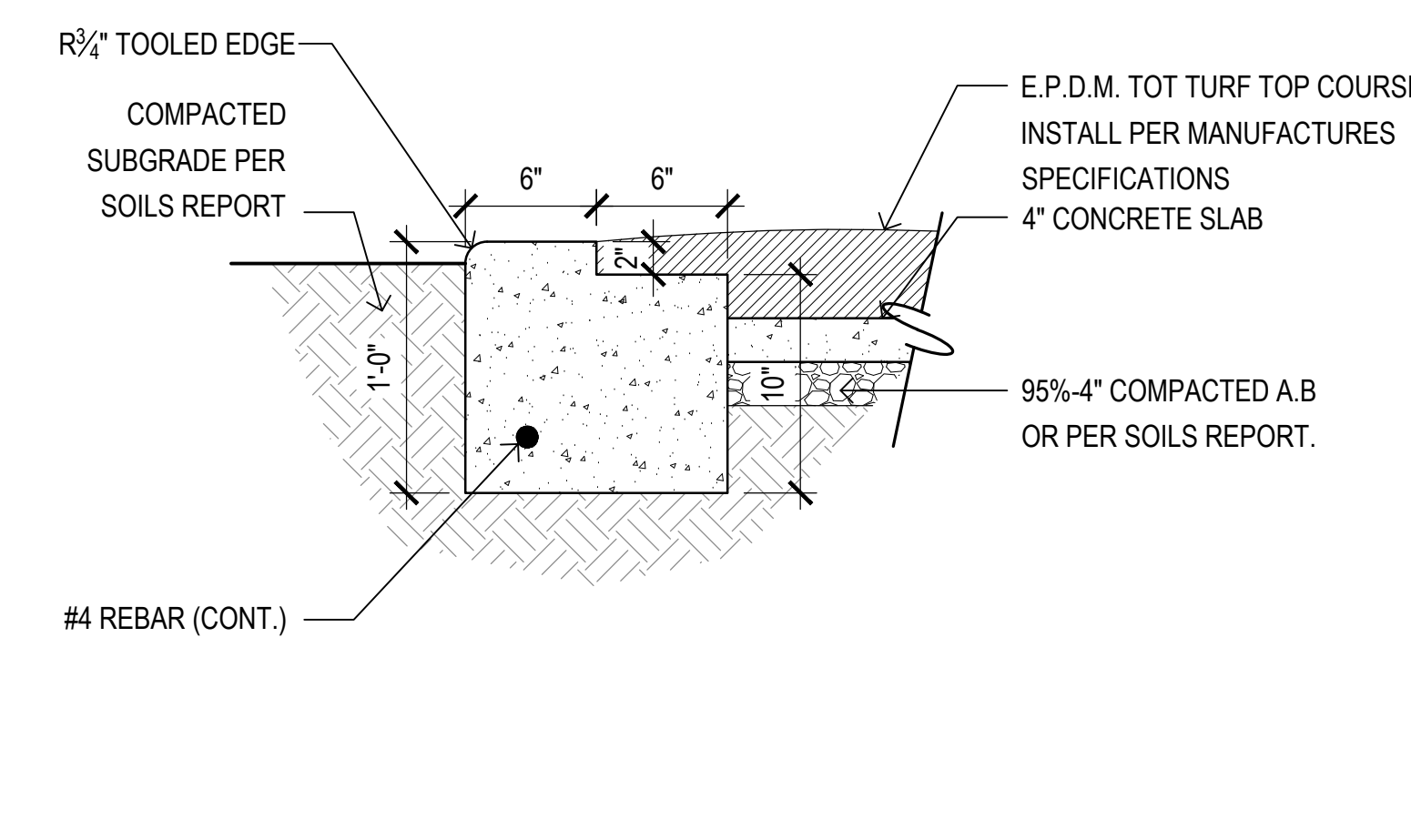
8 Concrete Header Turndown
SCALE: 1"=1'-0"



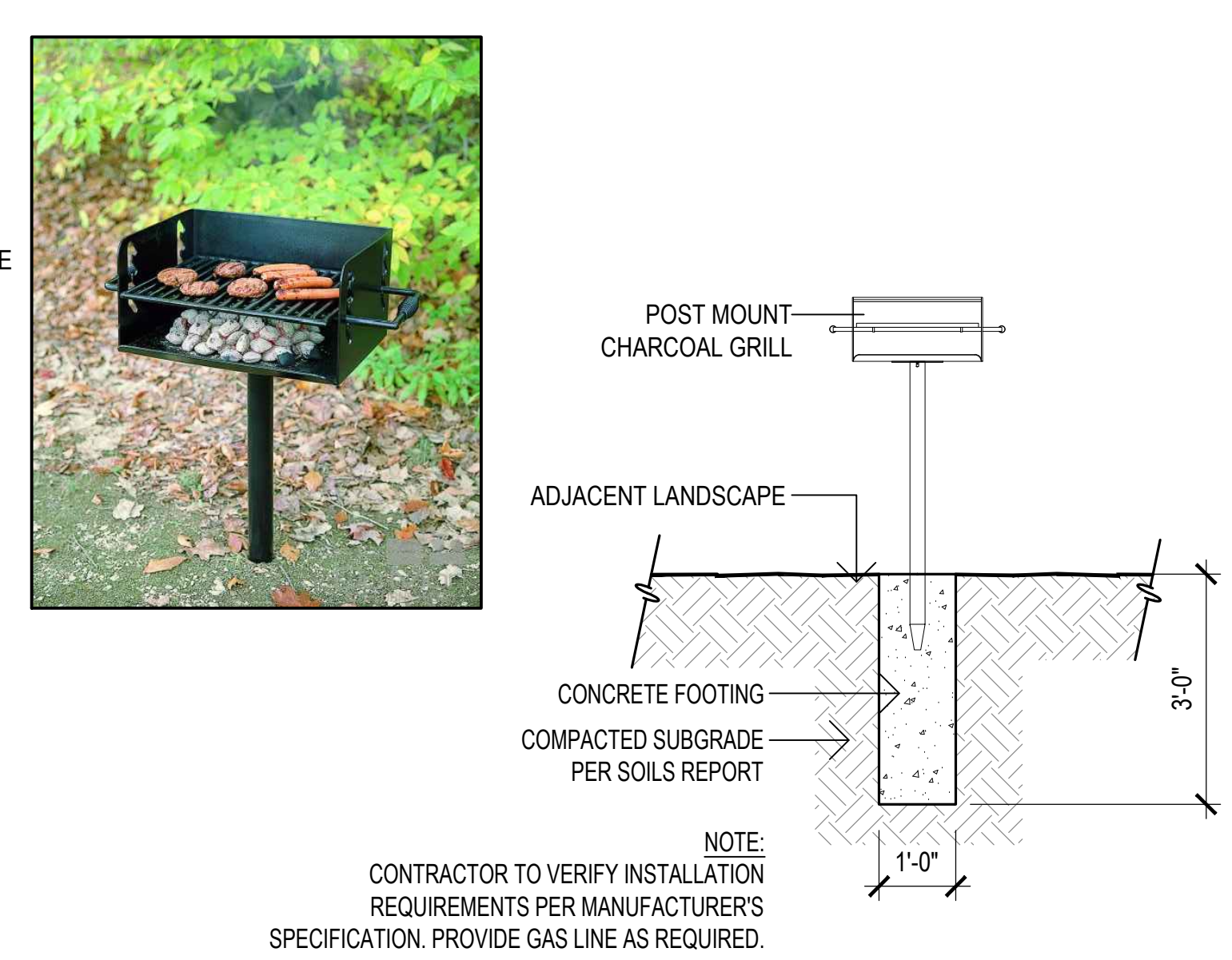
9 Concrete Header
SCALE: 1-1/2"=1'-0"



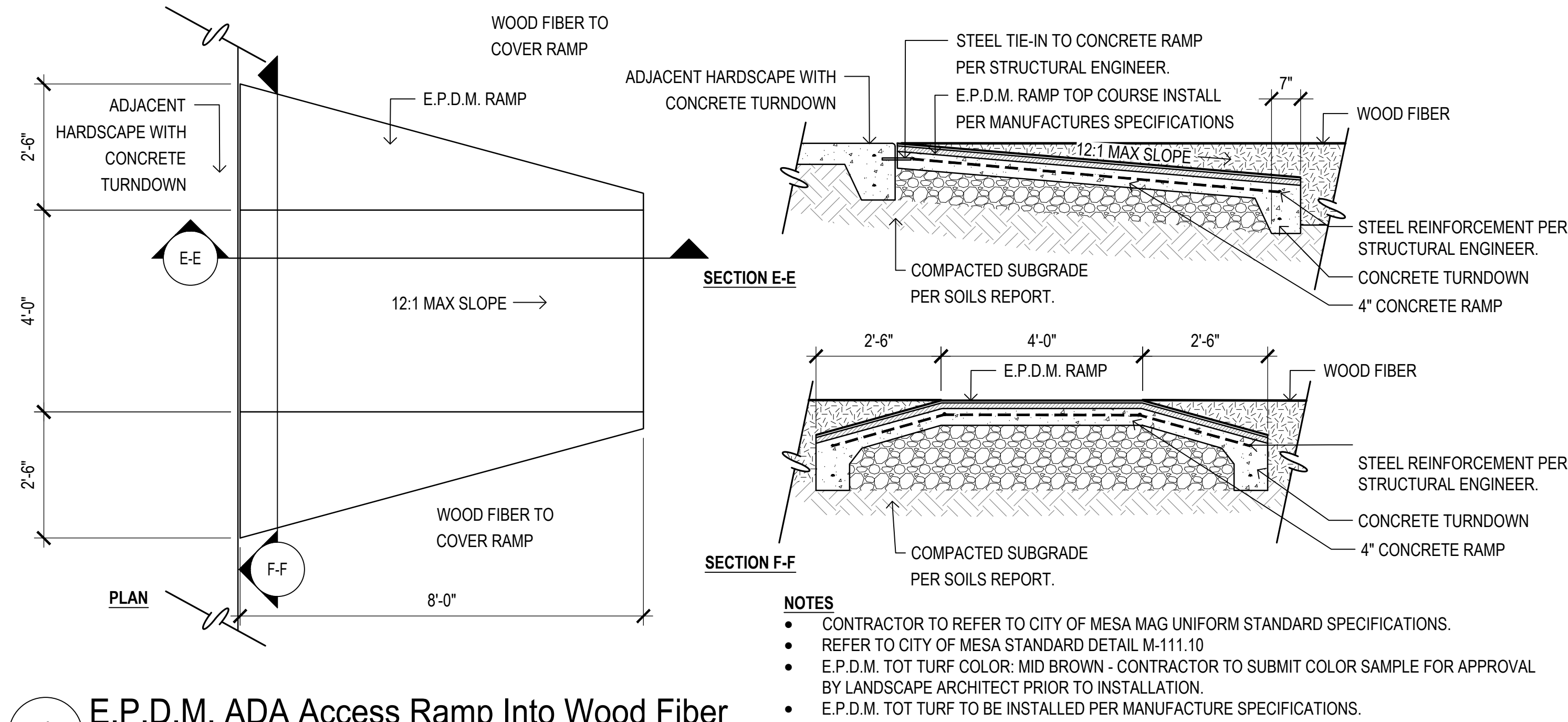
10 Steel Header
SCALE: 1"= 1'-0"



11 Concrete Header Turndown
SCALE: 1-1/2"=1'-0"

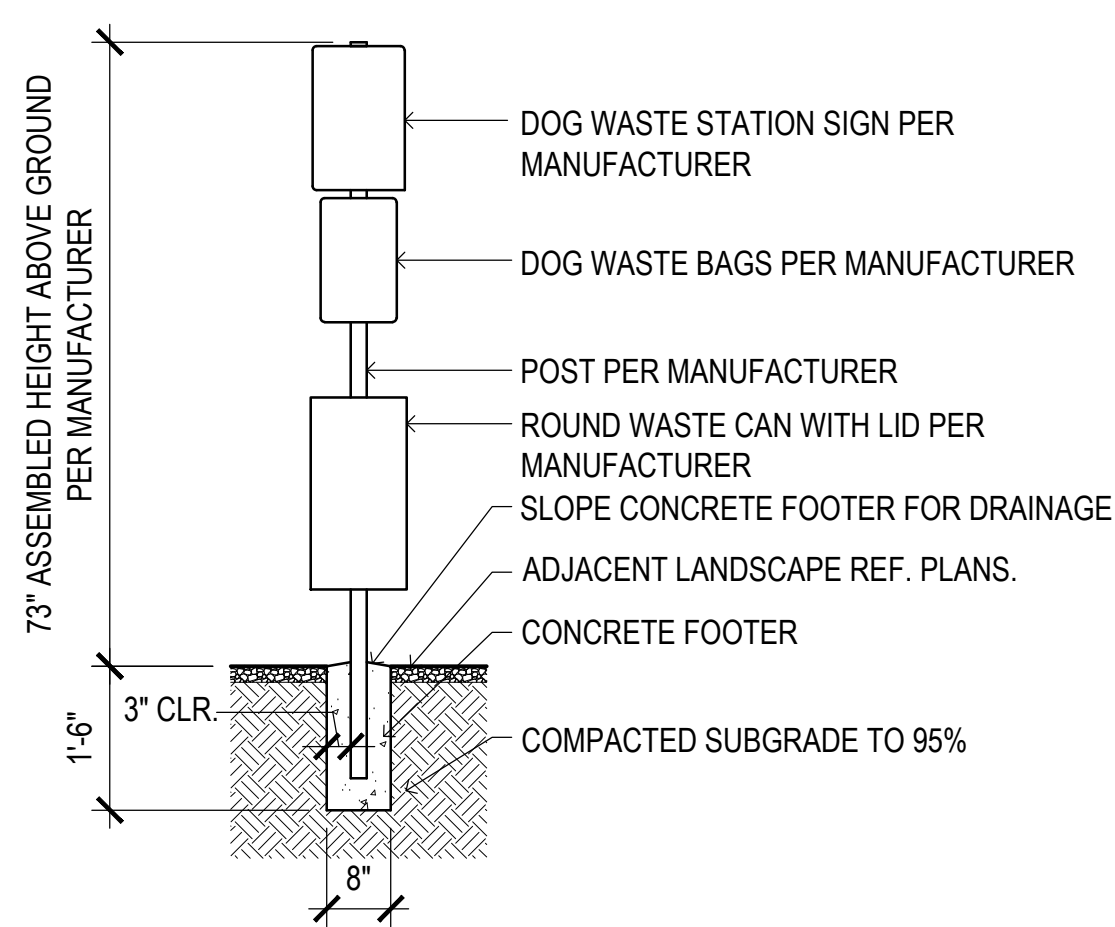


12 Post Mounted Charcoal Grill
SCALE: 1/2"=1'-0"



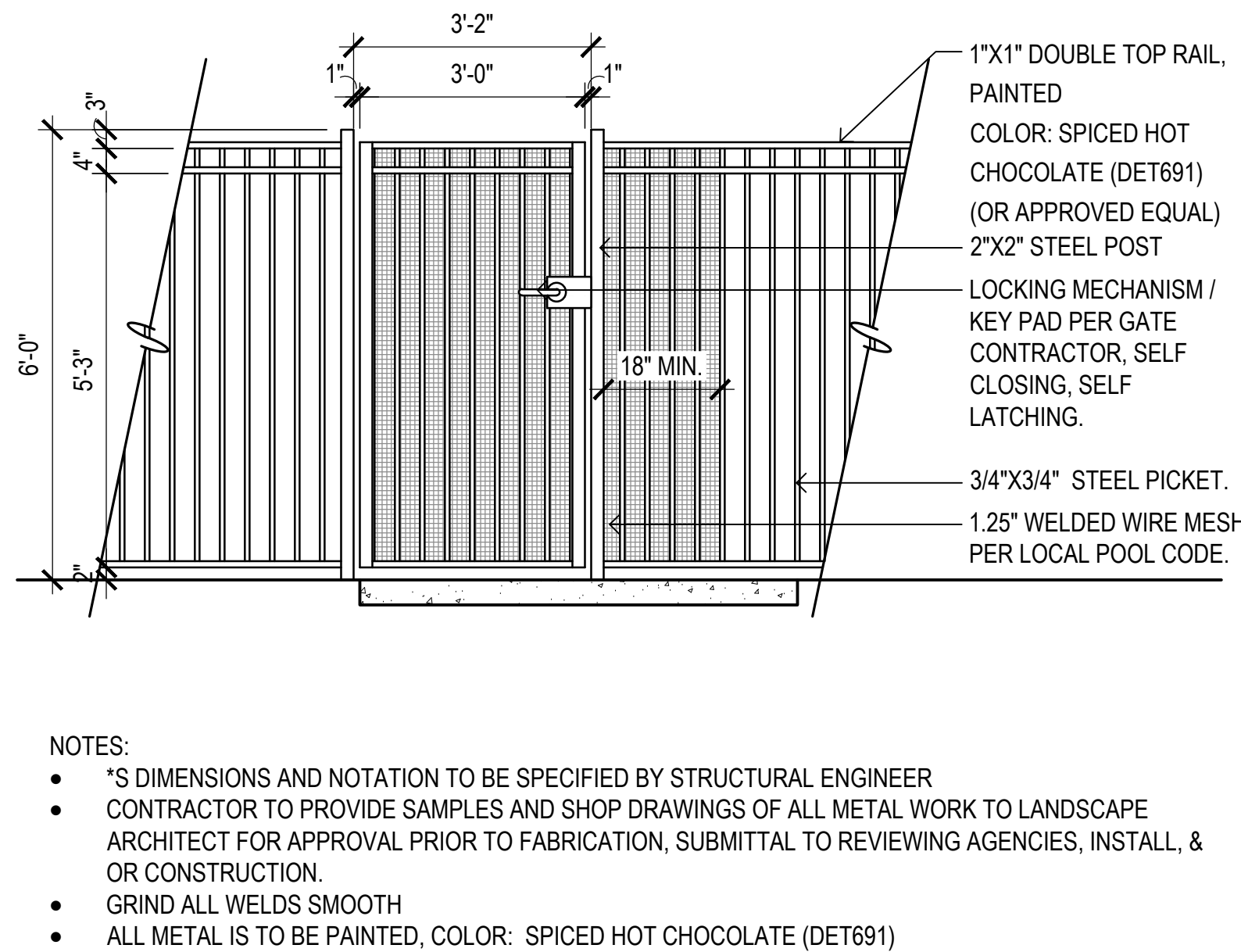
1 E.P.D.M. ADA Access Ramp Into Wood Fiber

SCALE: 1/2"=1'-0"



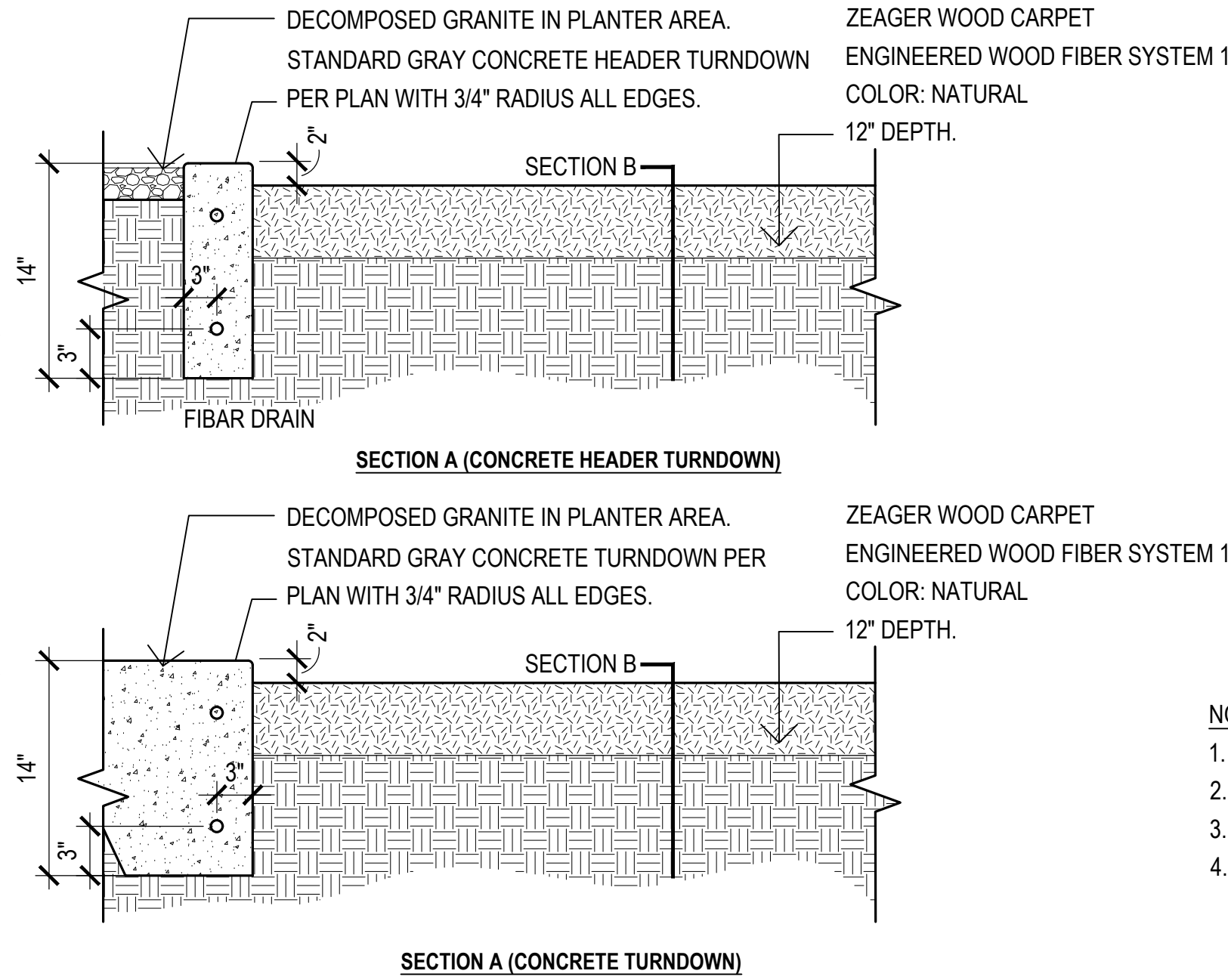
3 Pet Waste Station

SCALE: 1/2"=1'-0"



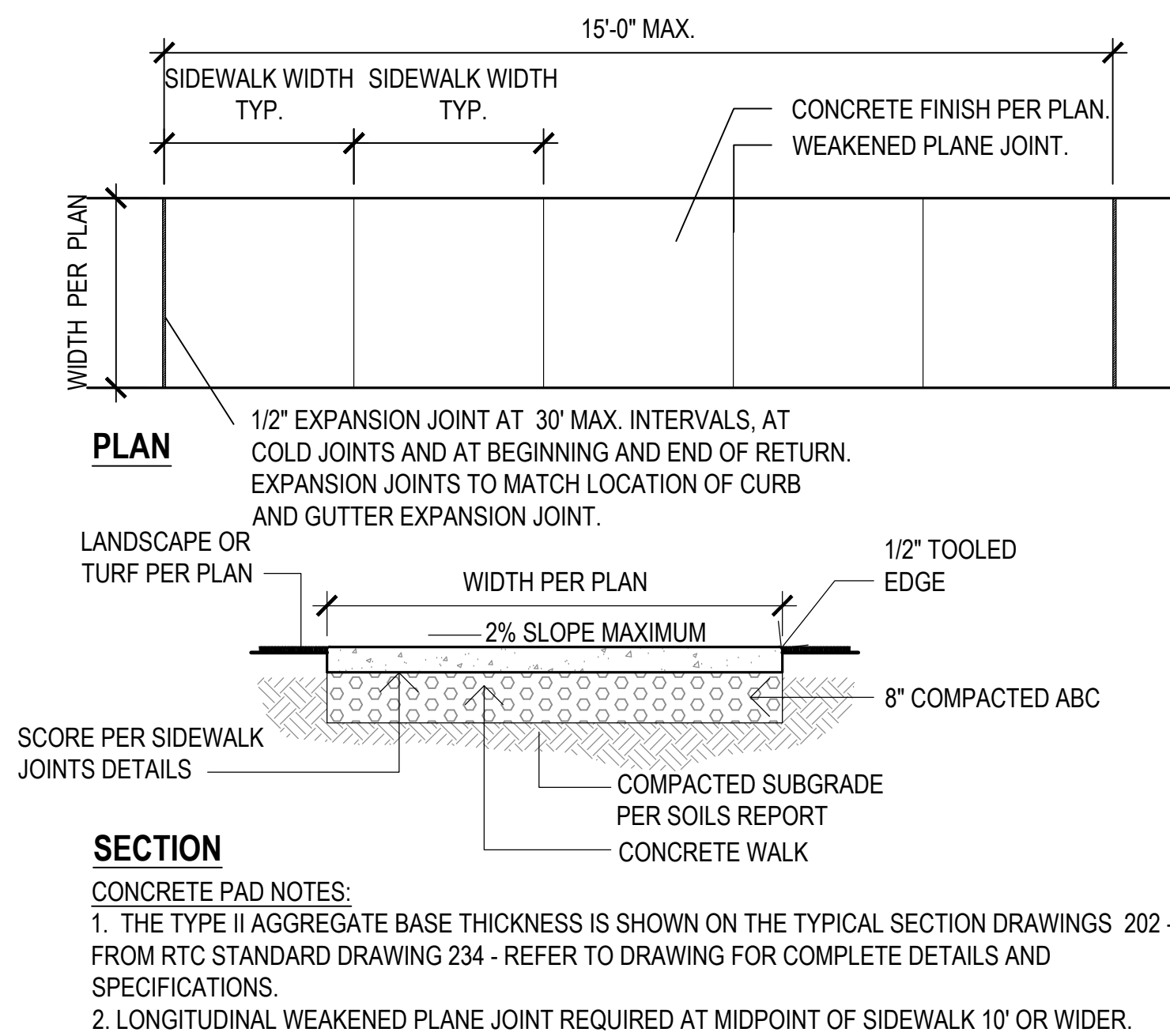
4 Pedestrian Gate

SCALE: 1/2"=1'-0"



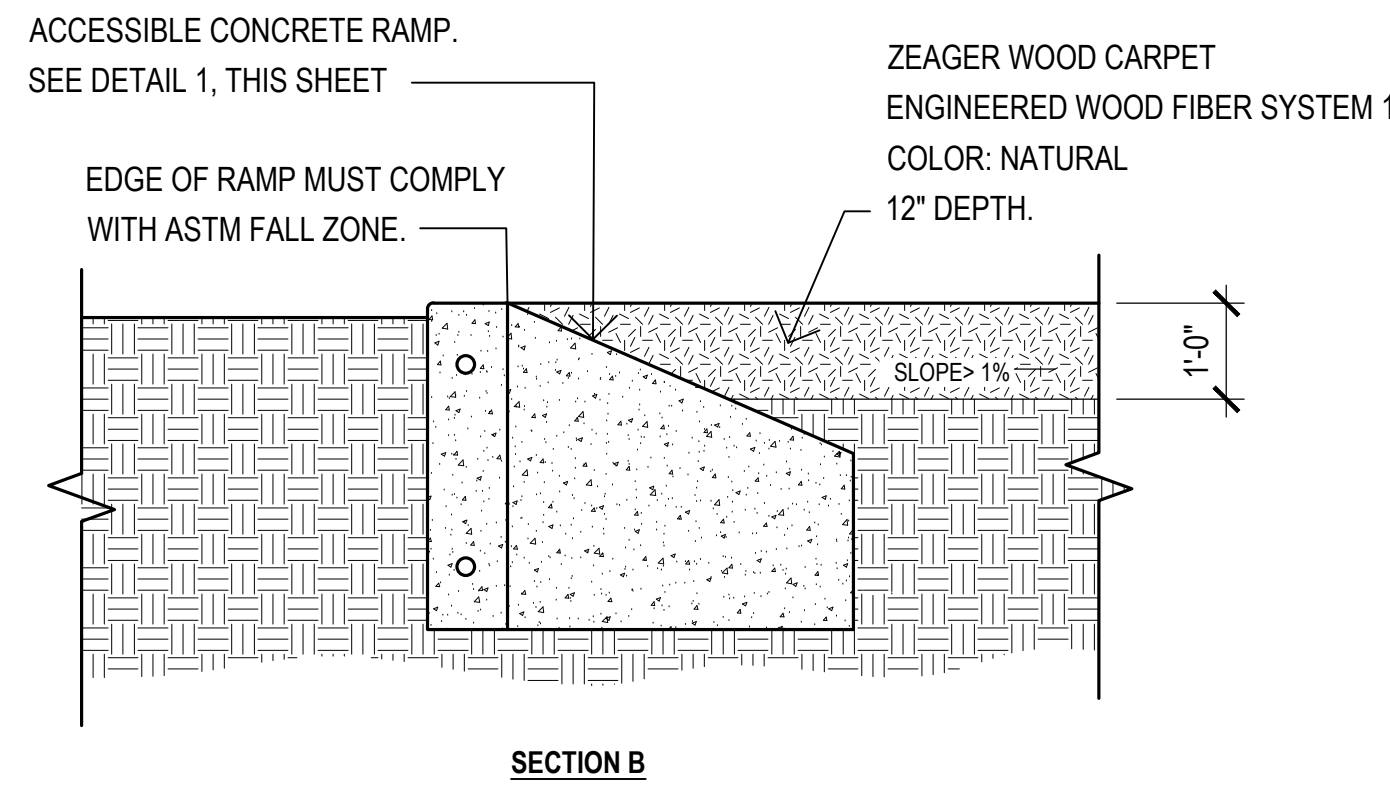
2 Wood Fiber

SCALE: 1/2"=1'-0"



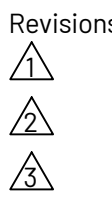
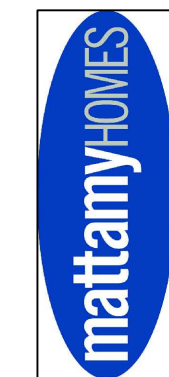
5 Concrete Pad

SCALE: 1/2"= 1'-0"



- NOTES:**
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURERS SPECIFICATIONS.
 2. DO NOT SCALE DRAWINGS.
 3. AWARD CONTRACTORS MUST OBTAIN A LICENSE ZEAGER BROS, INC. PRIOR TO CONSTRUCTION
 4. CONTRACTORS NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.zeager.com

Roosevelt Park
Phase 3 Preliminary Plat
Avondale, Arizona
Construction Details



Issued for
☐ Design Dev.
☐ Progress
☒ City Submittal 07-17-2020
☐ Bid Set
☐ Construction

Title
Construction Details
Date Issued
07-17-2020
Scale
Per Detail
Drawn By
CR
Checked By
CH, AB
Project Number

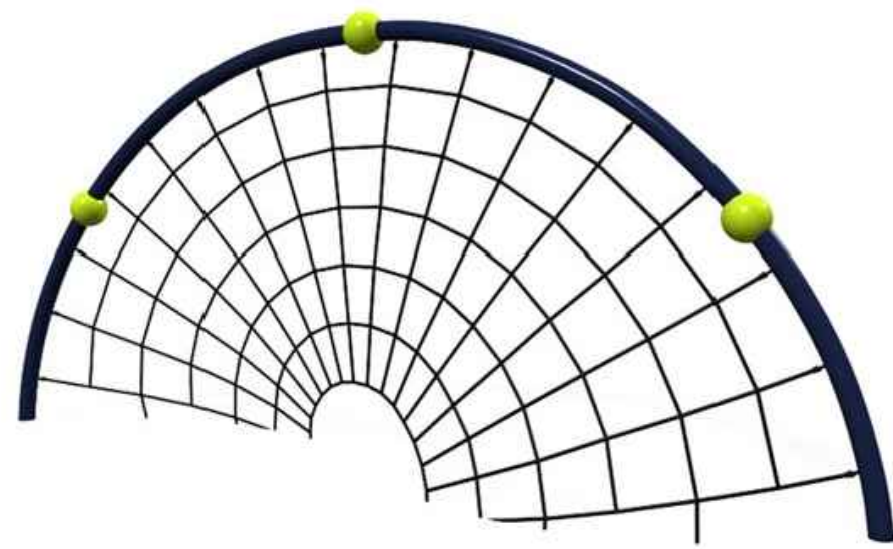
Permit Number

Sheet Number

LA6.2
Sheet18 of 31

ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM





MANUF: LANDSCAPE STRUCTURES
MODEL: 2198
OTHER: OR APPROVED EQUAL

1

Hemispehere Climber

SCALE: 1/2"=1'-0"

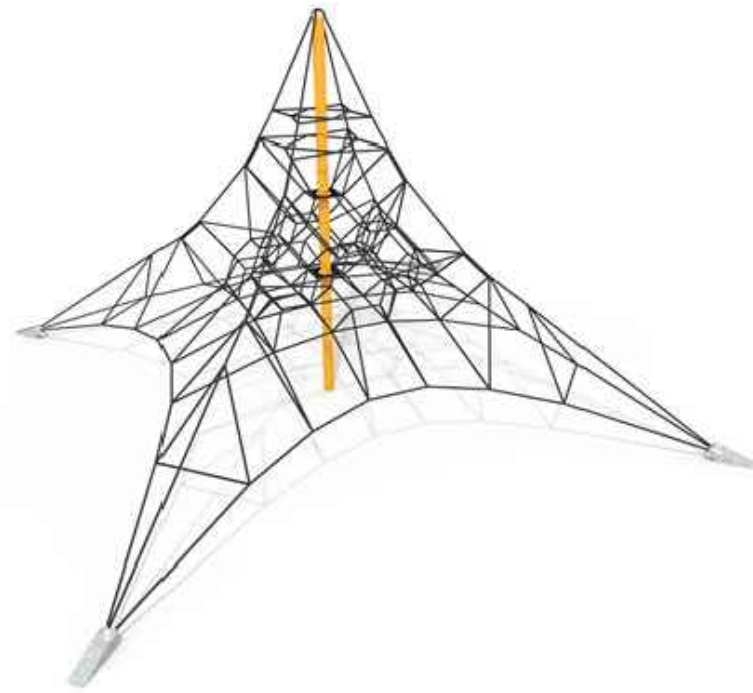


MANUF: LANDSCAPE STRUCTURES
MODEL: 1403
OTHER: OR APPROVED EQUAL

2

Mobius Climber

SCALE: 1/2"=1'-0"



MANUF: LANDSCAPE STRUCTURES
MODEL: 3060
OTHER: OR APPROVED EQUAL

3

Net Climber

SCALE: 1/2"=1'-0"



MANUF: LANDSCAPE STRUCTURES
MODEL: 81012
OTHER: OR APPROVED EQUAL

4

Fitness Station

SCALE: 1/2"=1'-0"

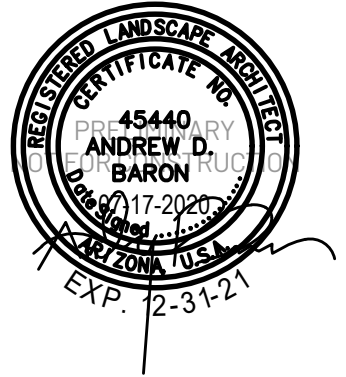


MANUF: LANDSCAPE STRUCTURES
MODEL: 96123
OTHER: OR APPROVED EQUAL

5

Global Motion

SCALE: 1/2"=1'-0"



Revisions



Issued for
☐ Design Dev.
☐ Progress
☒ City Submittal 07-17-2020
☐ Bid Set
☐ Construction

Title
Construction Details
Date Issued 07-17-2020
Scale
Drawn By Per Detail
Checked By CR
Project Number CH, AB

Permit Number

Sheet Number

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DESCRIPTION

The Galleon™ LED luminaire delivers exceptional performance in a highly scalable, low-profile design. Patented, high-efficiency AccuLED Optics™ system provides uniform and energy conscious illumination to walkways, parking lots, roadways, building areas and security lighting applications. IP66 rated and UL Listed for wet locations.

SPECIFICATION FEATURES

Construction
Extruded aluminum driver enclosure thermally isolated from Light Squares for optimal thermal performance. Heavy-wall, die cast aluminum end caps enclose housing and die-cast aluminum heat sinks. A unique, patent pending interlocking housing and heat sink provides scalability with superior structural rigidity. 3G vibration tested and rated. Optional tool-less hardware available for ease of entry into electrical chamber. Housing is IP66 rated.

Optics
Patented, high-efficiency injection-molded AccuLED Optics technology. Optics are precisely designed to shape the distribution maximizing efficiency and application spacing. AccuLED Optics create consistent distributions with the scalability to meet customized application requirements. Offered standard in 4000K (+/- 275K) CCT 70 CRI. Optional 3000K, 5000K and 6000K CCT.

Electrical
LED drivers are mounted to removable tray assembly for ease of maintenance. 120-277V 50/60Hz, 347V 60Hz or 480V 60Hz operation. 480V is compatible for use with 480V Wye systems only. Standard with 0-10V dimming. Shipped standard with Eaton proprietary circuit module designed to withstand 10kV of transient surge. The Galleon LED luminaire is suitable for operation in -40°C to 40°C ambient environments. For applications with ambient temperatures exceeding 40°C, specify the HA (High Ambient) option. Light Squares are IP66 rated. Greater than 90% lumen maintenance expected at 60,000 hours. Available in standard 1A drive current and optional 600mA, 800mA and 1200mA drive currents (nominal).

Mounting
STANDARD ARM MOUNT: Extruded aluminum arm includes internal bolt guides allowing for easy positioning of fixture during mounting. When mounting two or more luminaires at 90° and 120° apart, the EA extended arm may be required. Refer to the

arm mounting requirement table. Round pole adapter included. For wall mounting, specify wall mount bracket option. QUICK MOUNT ARM: Adapter is bolted directly to the pole. Quick mount arm slide into place on the adapter and is secured via two screws, facilitating quick and easy installation. The versatile, patent pending, quick mount arm accommodates multiple drill patterns ranging from 1-1/2" to 4-7/8". Removal of the door on the quick mount arm enables wiring of the fixture without having to access the driver compartment. A knock-out enables round pole mounting.

Finish
Housing finished in super durable TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. Heat sink is powder coated black. Standard housing colors include black, bronze, grey, white, dark platinum and granite. RAL and custom color matches available.

Warranty
Five-year warranty.

McGraw-Edison

Project	Type
Comments	Date
Prepared by	



GLEON GALLEON LED

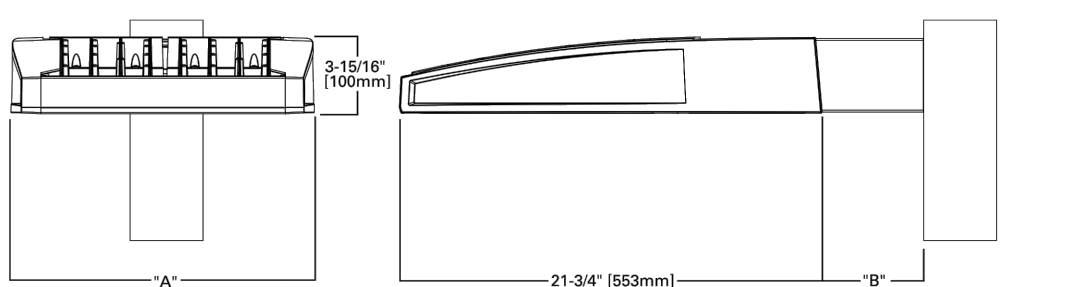
1-10 Light Squares
Solid State LED

AREA/SITE LUMINAIRE



WaveLinx

DIMENSIONS



Number of Light Squares	A' Width	B' Standard Arm Length	B' Optional Arm Length	Weight with Arm (lbs.)	EPA with Arm' (Sq. Ft.)
1-4	15-1/2" (394mm)	7" (178mm)	10" (254mm)	33 (15.0 kgs.)	0.96
5-6	21-6/8" (548mm)	7" (178mm)	10" (254mm)	44 (20.0 kgs.)	1.00
7-8	27-5/8" (702mm)	7" (178mm)	13" (330mm)	54 (24.5 kgs.)	1.07
9-10	33-3/4" (857mm)	7" (178mm)	16" (406mm)	65 (29.5 kgs.)	1.12

NOTES: 1. Optional arm length to be used when mounting two fixtures at 90° on a single pole, 2. EPA correlated with optional arm length.



Powering Business Worldwide

*www.designlights.org



CERTIFICATION DATA

3G Vibration Rated
DesignLights Consortium® Qualified
IP66 Rated
ISO 9001
UL/ULW Location Listed

TYPE "N"	3/4" (19mm) Diameter Hole	7/8" (22mm) Diameter Hole

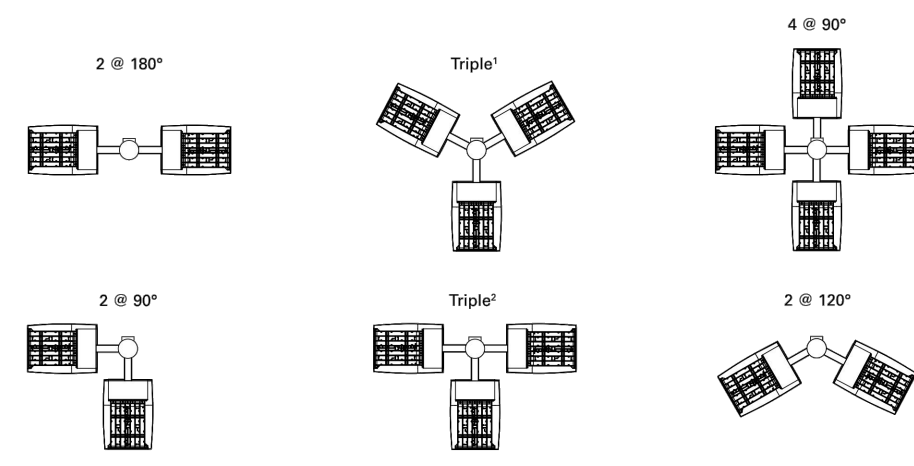


Powering Business Worldwide

page 2

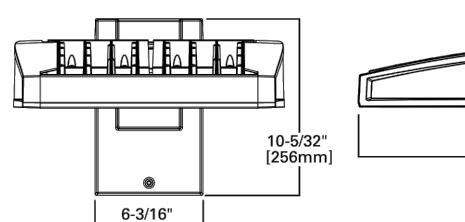
ARM MOUNTING REQUIREMENTS

Configuration	90° Apart	120° Apart
GLEON-AF-01	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-02	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-03	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-04	7" Arm (Standard)	7" Arm (Standard)
GLEON-AF-05	10" Extended Arm (Required)	7" Arm (Standard)
GLEON-AF-06	10" Extended Arm (Required)	7" Arm (Standard)
GLEON-AF-07	13" Extended Arm (Required)	13" Extended Arm (Required)
GLEON-AF-08	13" Extended Arm (Required)	13" Extended Arm (Required)
GLEON-AF-09	16" Extended Arm (Required)	16" Extended Arm (Required)
GLEON-AF-10	16" Extended Arm (Required)	16" Extended Arm (Required)

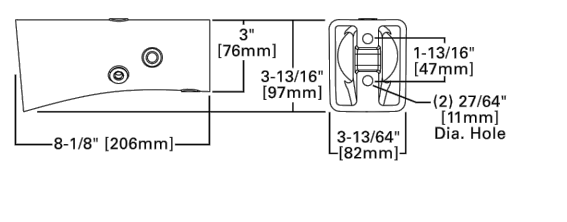


NOTES: 1 Round poles are 3 @ 120°. Square poles are 3 @ 90°. 2 Round poles are 3 @ 90°.

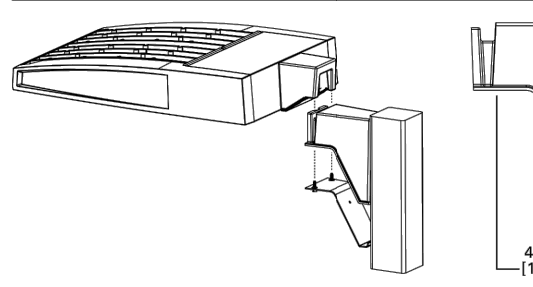
STANDARD WALL MOUNT



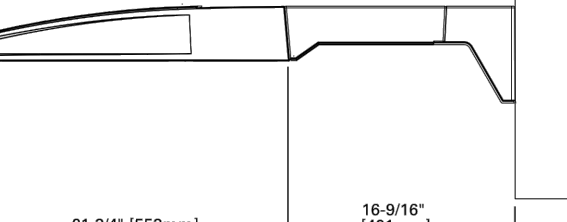
MAST ARM MOUNT



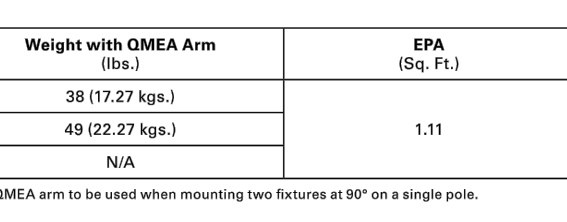
QUICK MOUNT ARM (INCLUDES FIXTURE ADAPTER)



QM Quick Mount Arm (Standard)



QMEA Quick Mount Arm (Extended)



QUICK MOUNT ARM DATA

Number of Light Squares 1,2	A' Width	Weight with QM Arm (lbs.)	Weight with QMEA Arm (lbs.)	EPA (Sq. Ft.)
1-4	15-1/2" (394mm)	35 (15.9 kgs.)	38 (17.2 kgs.)	
5-6	21-6/8" (548mm)	46 (20.9 kgs.)	49 (22.2 kgs.)	1.11
7-8	27-5/8" (702mm)	56 (25.4 kgs.)	N/A	

NOTES: 1 QM option available with 1-8 light square configurations. 2 QMEA option available with 1-4 light square configurations. 3 QMEA arm to be used when mounting two fixtures at 90° on a single pole.



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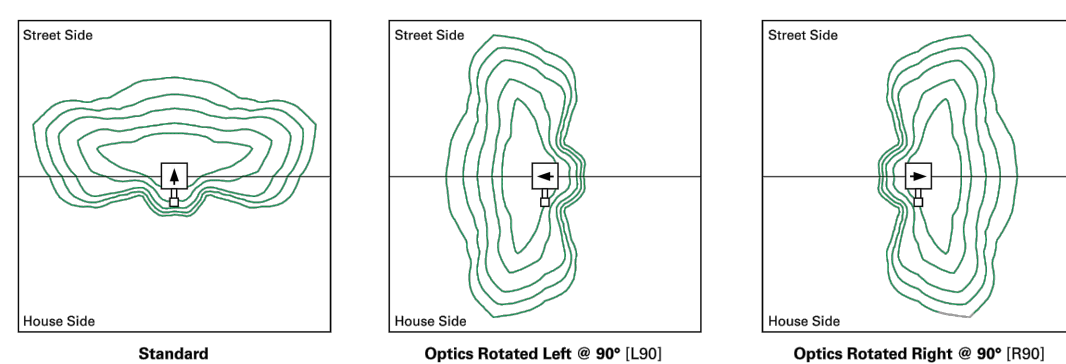
Specifications and dimensions subject to change without notice.

GLEON GALLEON LED

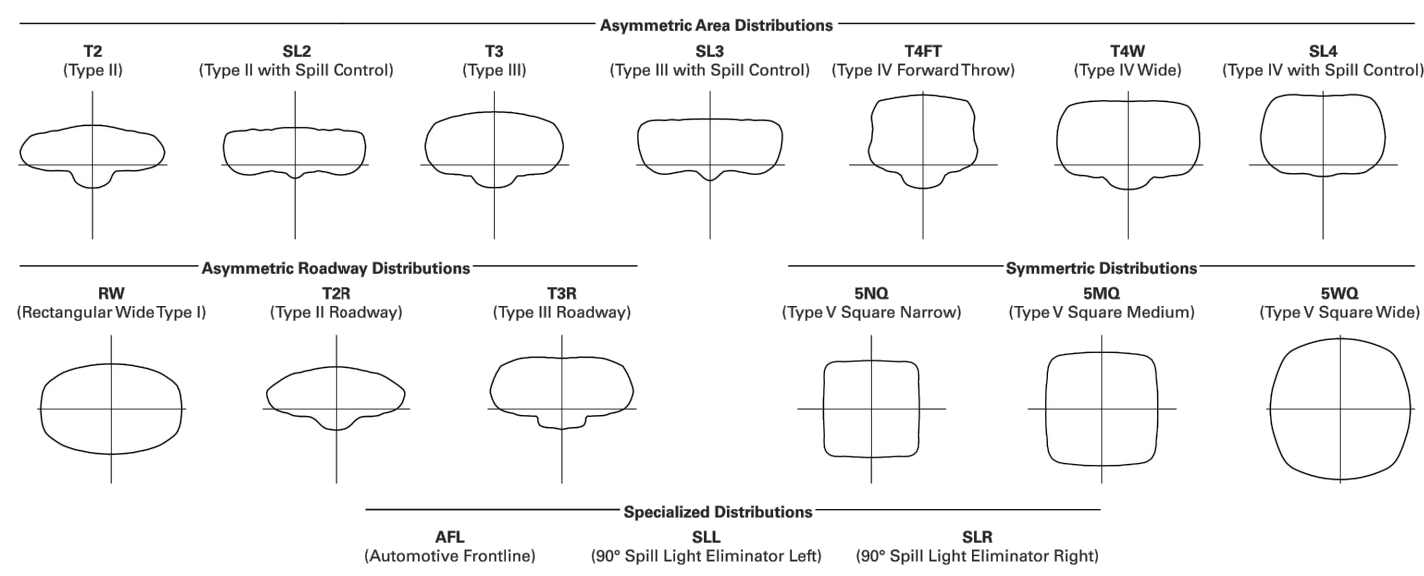
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OPTIC ORIENTATION

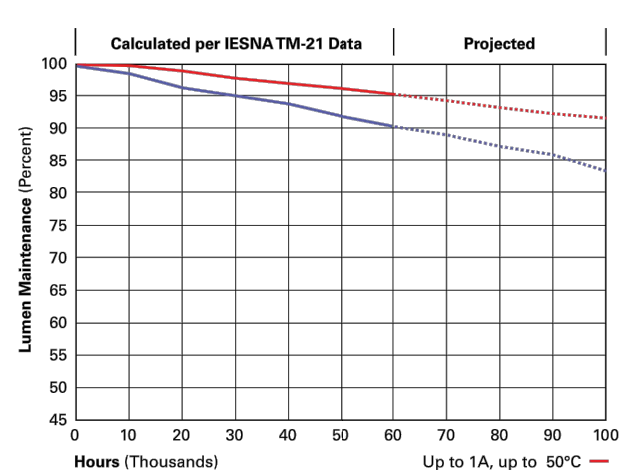


OPTICAL DISTRIBUTIONS



LUMEN MAINTENANCE

Drive Current	Ambient Temperature	TM-21 Lumen Maintenance (60,000 Hours)	Projected L70 (Hours)
Up to 1A	Up to 50°C	> 95%	416,000
1.2A	Up to 40°C	> 90%	205,000



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GLEON GALLEON LED

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NOMINAL POWER LUMENS (1.2A)

Number of Light Squares	1	2	3	4	5	6	7	8	9	10
Nominal Power (Watts)	67	129	191	258	320	382	446	511	575	640
Input Current @ 120V (A)	0.58	1.16	1.78	2.37	2.94	3.52	4.09	4.71	5.34	5.87
Input Current @ 208V (A)	0.33	0.63	0.93	1.27	1.57	1.87	2.22	2.52	2.8	3.14
Input Current @ 240V (A)	0.29	0.55	0.80	1.10	1.35	1.61	1.83	2.18	2.41	2.71
Input Current @ 277V (A)	0.25	0.48	0.70	0.96	1.16	1.39	1.69	1.90	2.09	2.36
Input Current @ 347V (A)	0.20	0.39	0.57	0.78	0.98	1.15	1.36	1.54	1.72	1.92
Input Current @ 480V (A)	0.15	0.30	0.43	0.60	0.73	0.85	1.03	1.16	1.28	1.45
Optics										
T2	4000K/5000K Lumens	6,863	13,412	20,011	26,441	32,791	39,205	46,364	52,534	58,601
3000K Lumens	6,489	12,881	19,519	25,000	30,974	37,066	43,836	49,668	55,405	61,840
BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G2	B3-U0-G4	B3-U0-G4	B3-U0-G4	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
T2R	4000K/5000K Lumens	7,285	14,238	21,246	28,072	34,780	41,271	48,271	55,770	62,772
3000K Lumens	6,888	13,442	20,087	26,441	32,884	39,361	46,537	52,729	58,819	65,123
BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5
T3	4000K/5000K Lumens	6,995	13,870	20,397	26,951	33,391	39,959	47,256	53,544	59,728
3000K Lumens	6,613	12,924	19,284	25,480	31,870	37,780	44,679	50,624	56,471	62,524
BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
T3R	4000K/5000K Lumens	7,150	13,973	20,850	27,549	34,134	40,846	48,307	54,734	61,056
3000K Lumens	6,761	13,212	19,713	26,046	32,272	38,619	45,673	51,750	57,726	63,911
BUG Rating	B1-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
T4FT	4000K/5000K Lumens	7,036	13,748	20,515	27,107	33,586	40,191	47,530	53,854	60,074
3000K Lumens	6,652	12,999	19,397	25,629	31,754	37,999	44,838	50,917	56,797	62,885
BUG Rating	B1-U0-G2	B1-U0-G2	B2-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
T4W	4000K/5000K Lumens	6,945	13,571	20,245	26,766	33,152	39,571	46,917	53,160	59,295
3000K Lumens	6,568	12,831	19,146	25,297	31,344	37,598	44,258	50,260	56,064	62,072
BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
SL2	4000K/5000K Lumens	6,851	13,388	19,977	26,398	32,704	39,137	46,283	52,444	58,498
3000K Lumens	6,477	12,658	18,888	24,967	30,920	37,003	43,759	49,584	55,308	61,235
BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
SL3	4000K/5000K Lumens	6,994	13,668	20,394	26,847	33,388	39,863	47,249	53,537	59,720
3000K Lumens	6,612	12,922	19,281	25,477	31,567	37,774	44,673	50,618	56,463	62,514
BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B4-U0-G5	B4-U0-G5	B4-U0-G5
SL4	4000K/5000K Lumens	6,645	12,886	19,378	25,603	31,723	37,962	44,893	50,888	56,743
3000K Lumens	6,282	12,779	19,321	24,207	29,893	35,892	42,445	48,094	53,648	59,388
BUG Rating	B1-U0-G2	B1-U0-G3	B2-U0-G4	B2-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
SNQ	4000K/5000K Lumens	7,214	14,097	21,026	27,735	34,437	41,210	48,734	55,291	61,597
3000K Lumens	6,830	13,329	19,889	26,279	32,558	38,962	46,077	52,208	58,237	64,479
BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
SMO	4000K/5000K Lumens	7,347	14,356	21,423	28,306	35,071	41,969	49,632	56,237	62,730
3000K Lumens	6,947	13,573	20,254	26,762	33,158	39,680	46,925	53,170	59,309	65,667
BUG Rating	B3-U0-G1	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
SWQ	4000K/5000K Lumens	7,366	14,396	21,490	28,381	35,164	42,080	49,765	56,386	62,898
3000K Lumens	6,964	13,610	20,368	26,833	33,247	39,786	47,050	53,311	58,468	64,842
BUG Rating	B3-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G5	B5-U0-G5	B5-U0-G5	B5-U0-G5
SL/SLR	4000K/5000K Lumens	6,147	12,010	17,921	23,679	29,339	35,109	41,521	47,046	52,478
3000K Lumens	5,811	11,555	16,944	22,388	27,739	33,194	39,256	44,479	49,617	54,933
BUG Rating	B1-U0-G2	B2-U0-G3	B3-U0-G3	B3-U0-G4	B3-U0-G4	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5	B3-U0-G5
RW	4000K/5000K Lumens	7,149	13,970	20,846	27,643	34,126	40,837	48,296	54,722	61,042
3000K Lumens	6,760	13,208	19,709	26,041	32,264	38,610	45,661	51,738	57,713	63,887
BUG Rating	B3-U0-G1	B3-U0-G2	B4-U0-G2	B4-U0-G2	B5-U0-G3	B5-U0-G3	B5-U0-G4	B5-U0-G4	B5-U0-G4	B5-U0-G4
AFL	4000K/5000K Lumens	7,175	14,021	20,921	27,643	34,249	40,986	48,470	54,920	61,262
3000K Lumens	6,784	13,256	19,780	26,136	32,381	38,750	45,827	51,925	57,922	64,129
BUG Rating	B1-U0-G1	B2-U0-G2	B2-U0-G2	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B3-U0-G3	B4-U0-G4	B4-U0-G4

* Nominal data for 70 CRI.



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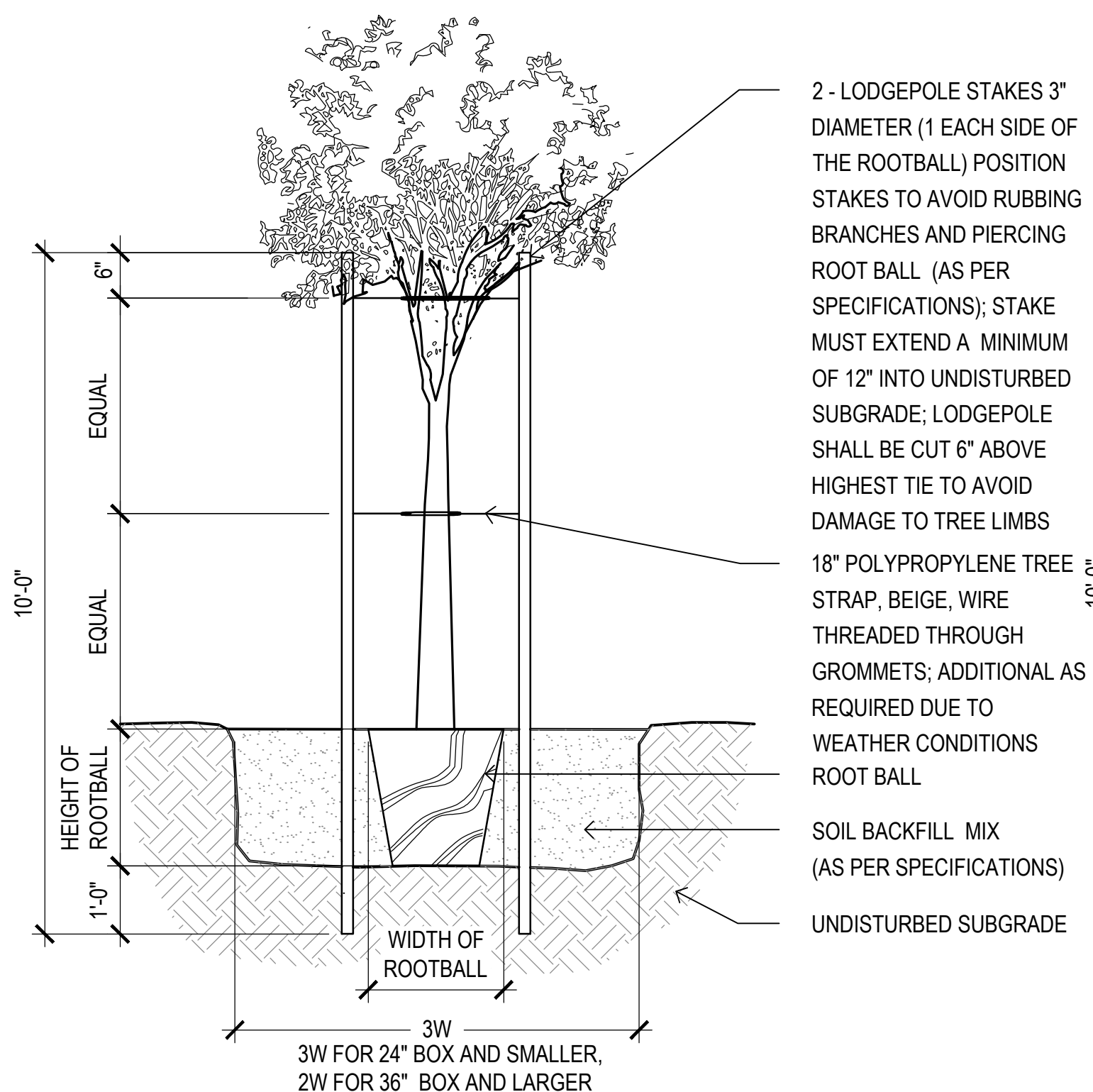
Specifications and dimensions subject to change without notice.

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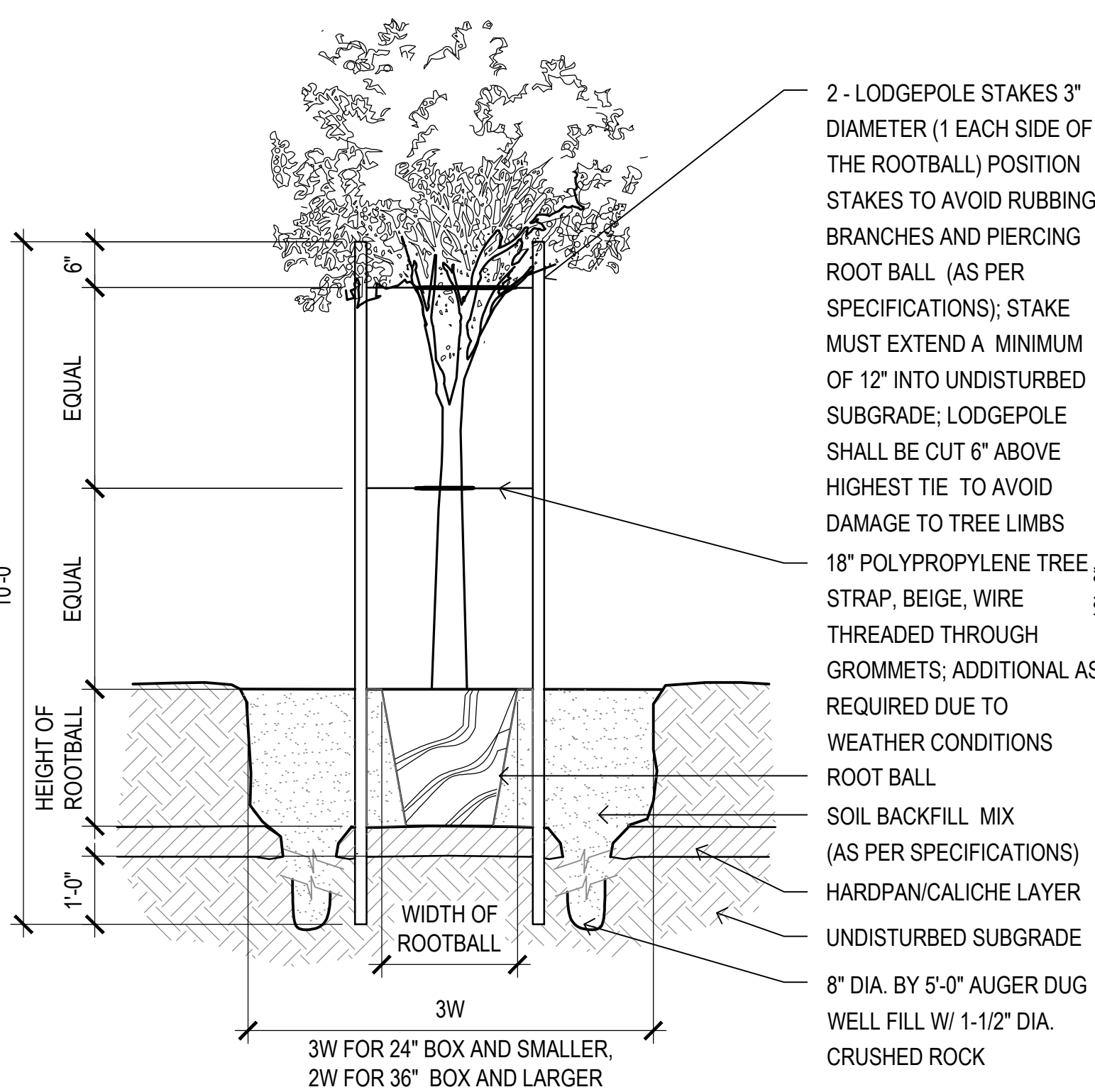
NOMINAL POWER LUMENS (1A)

Number of Light Squares	1	2	3	4	5	6	7
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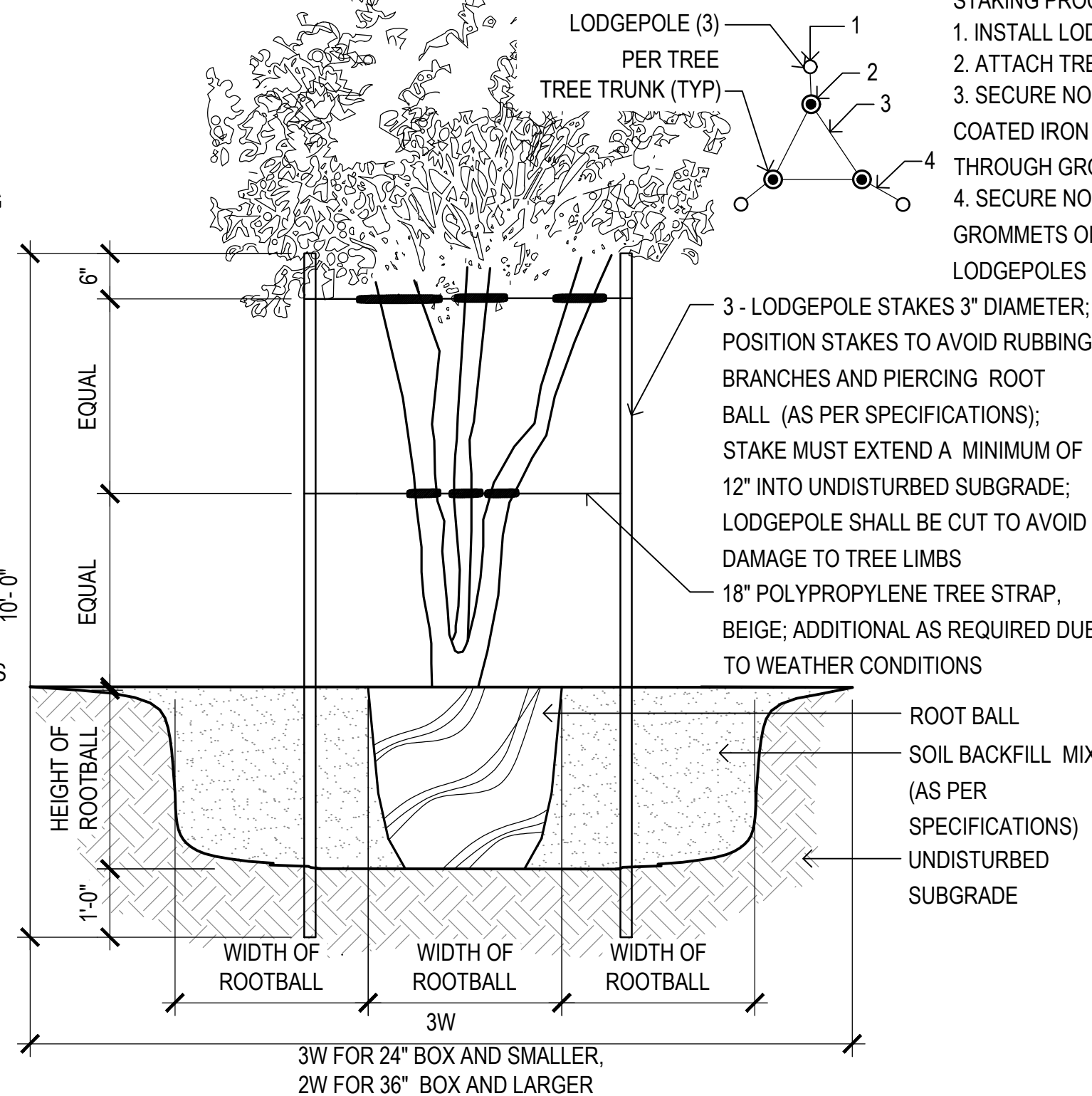
1 Tree Planting Detail

SCALE: NTS



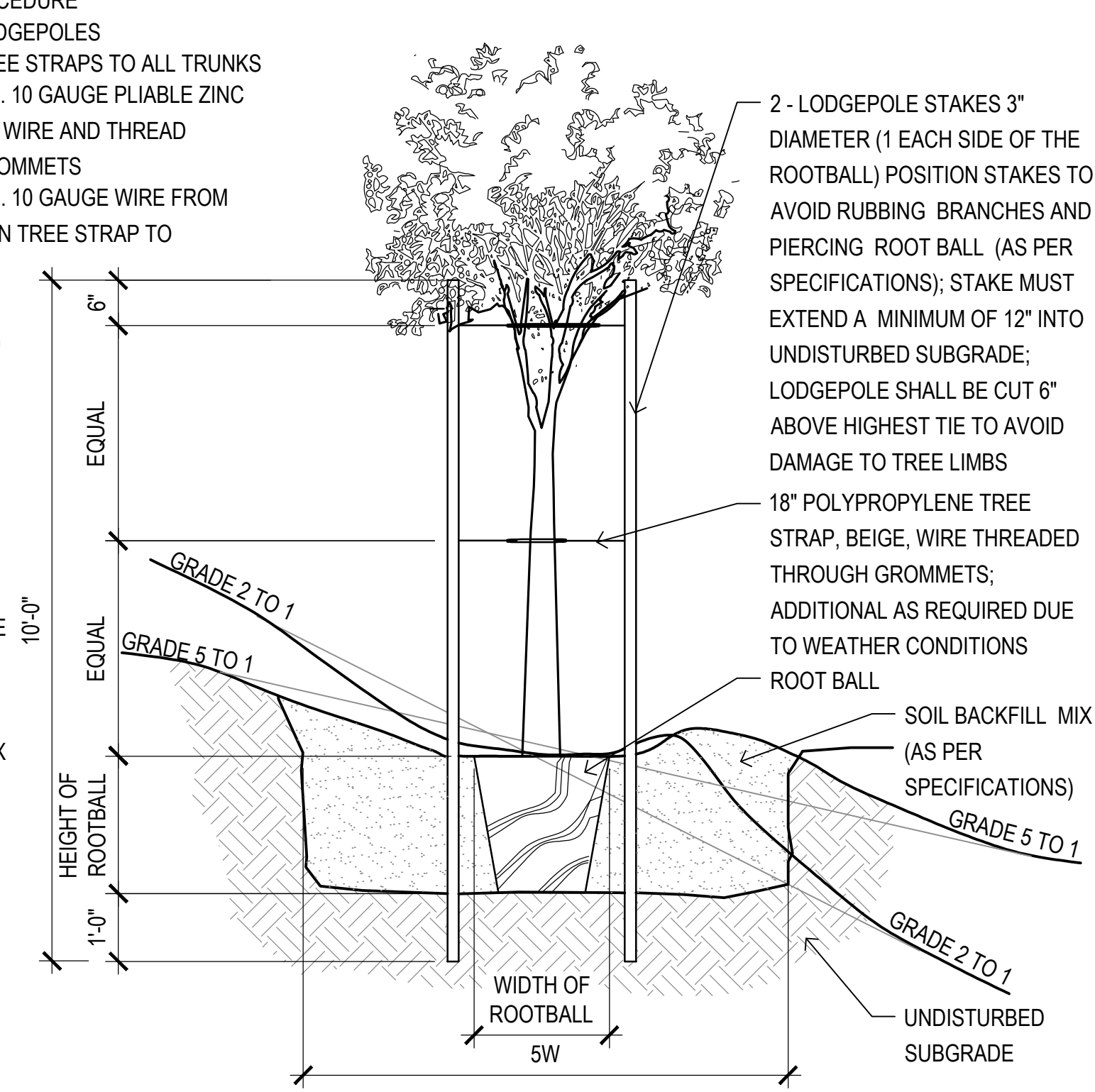
2 Hardpan Planting Detail

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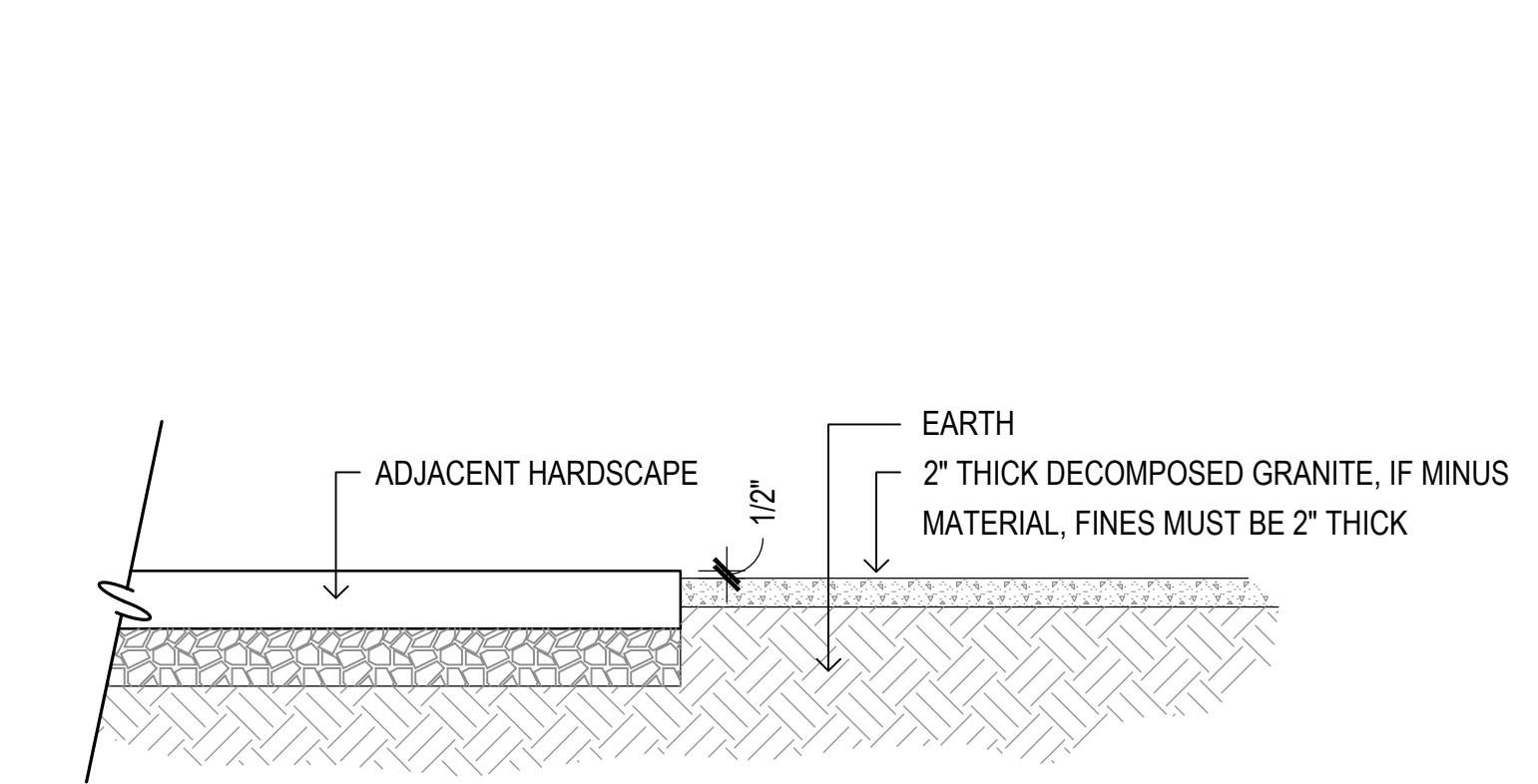
3 Multi-Trunk Tree Detail

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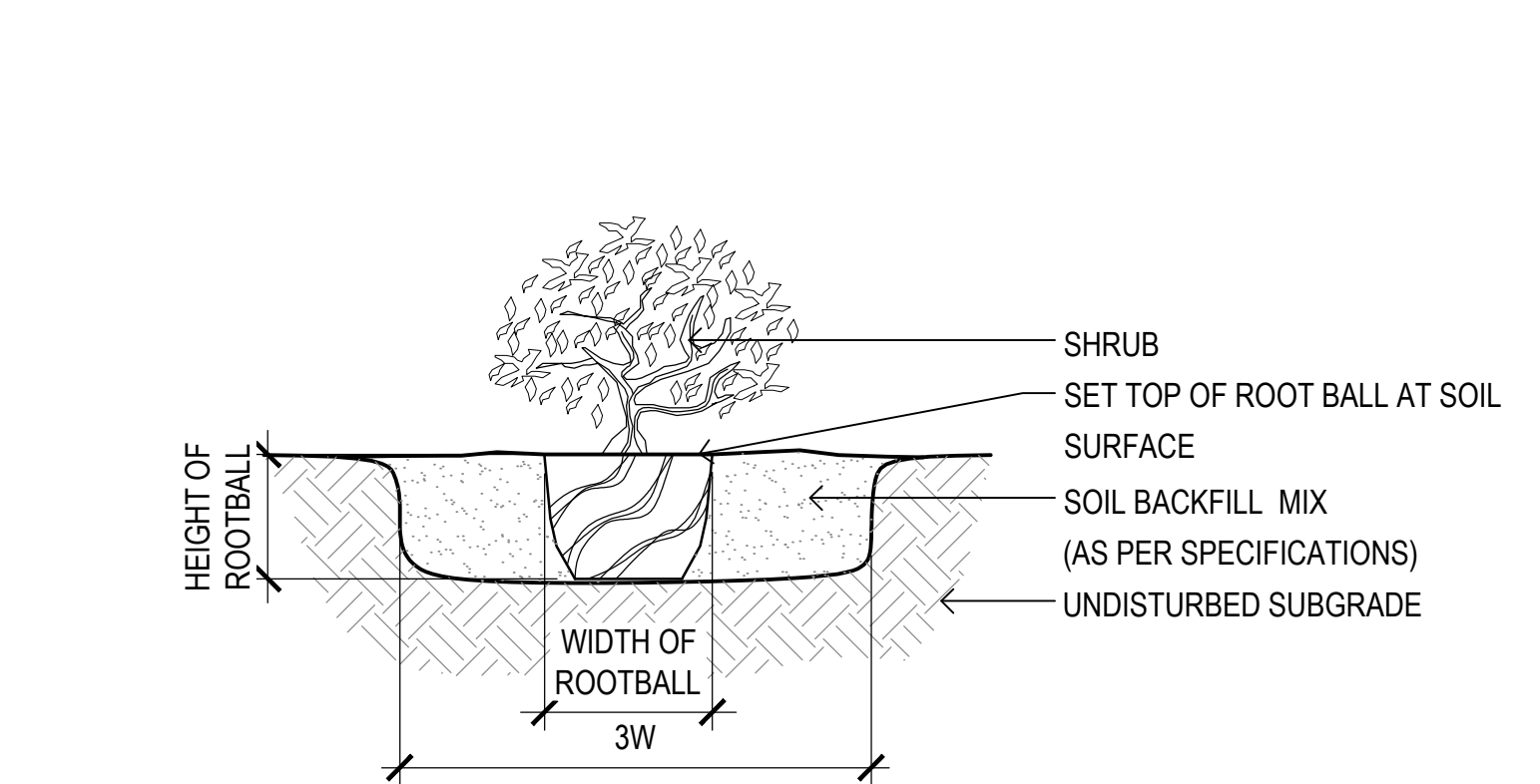
4 Tree Planting on Slope Detail

SCALE: NTS



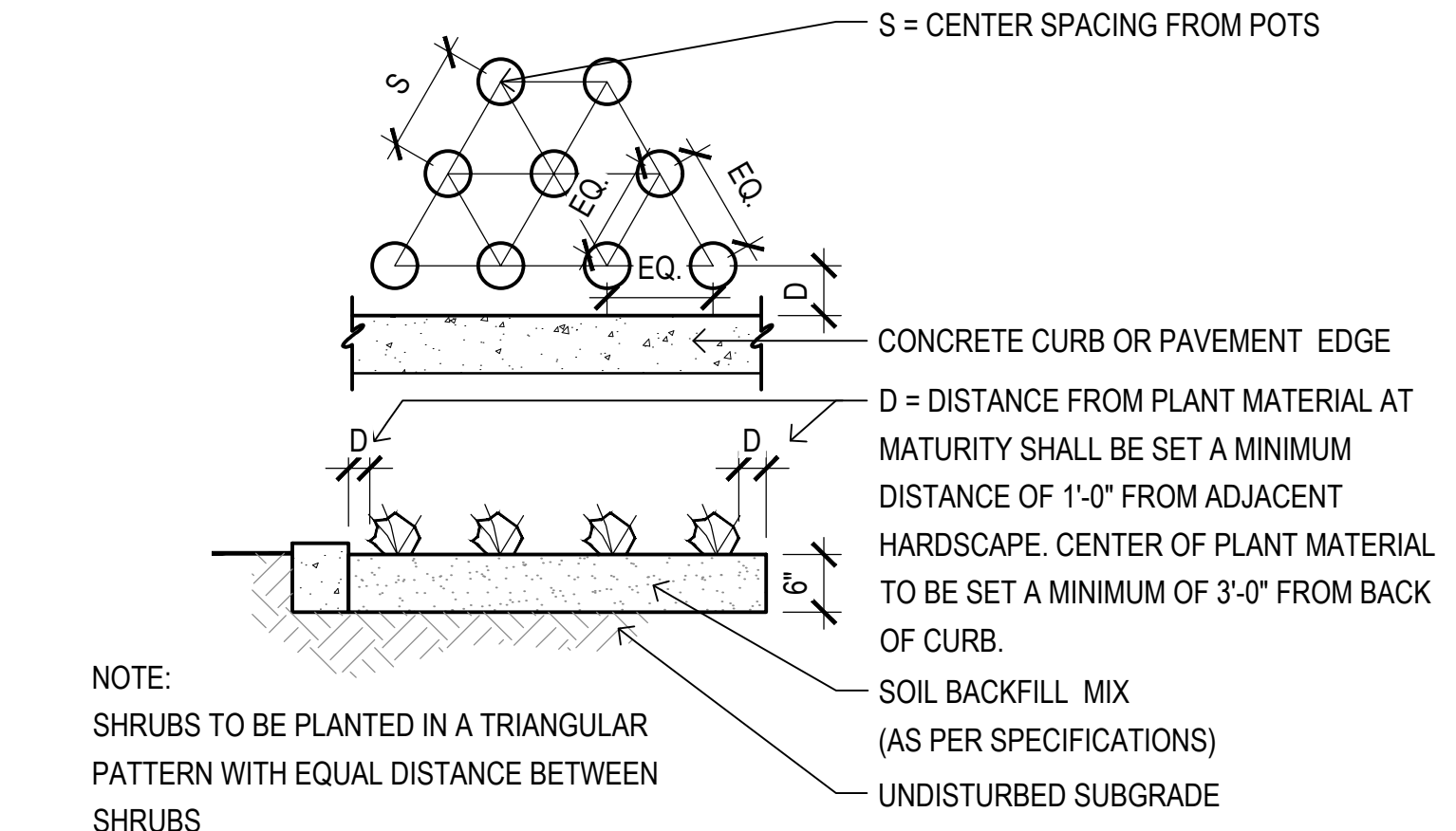
5 Decomposed Granite Detail

SCALE: NTS



6 Shrub Planting Detail

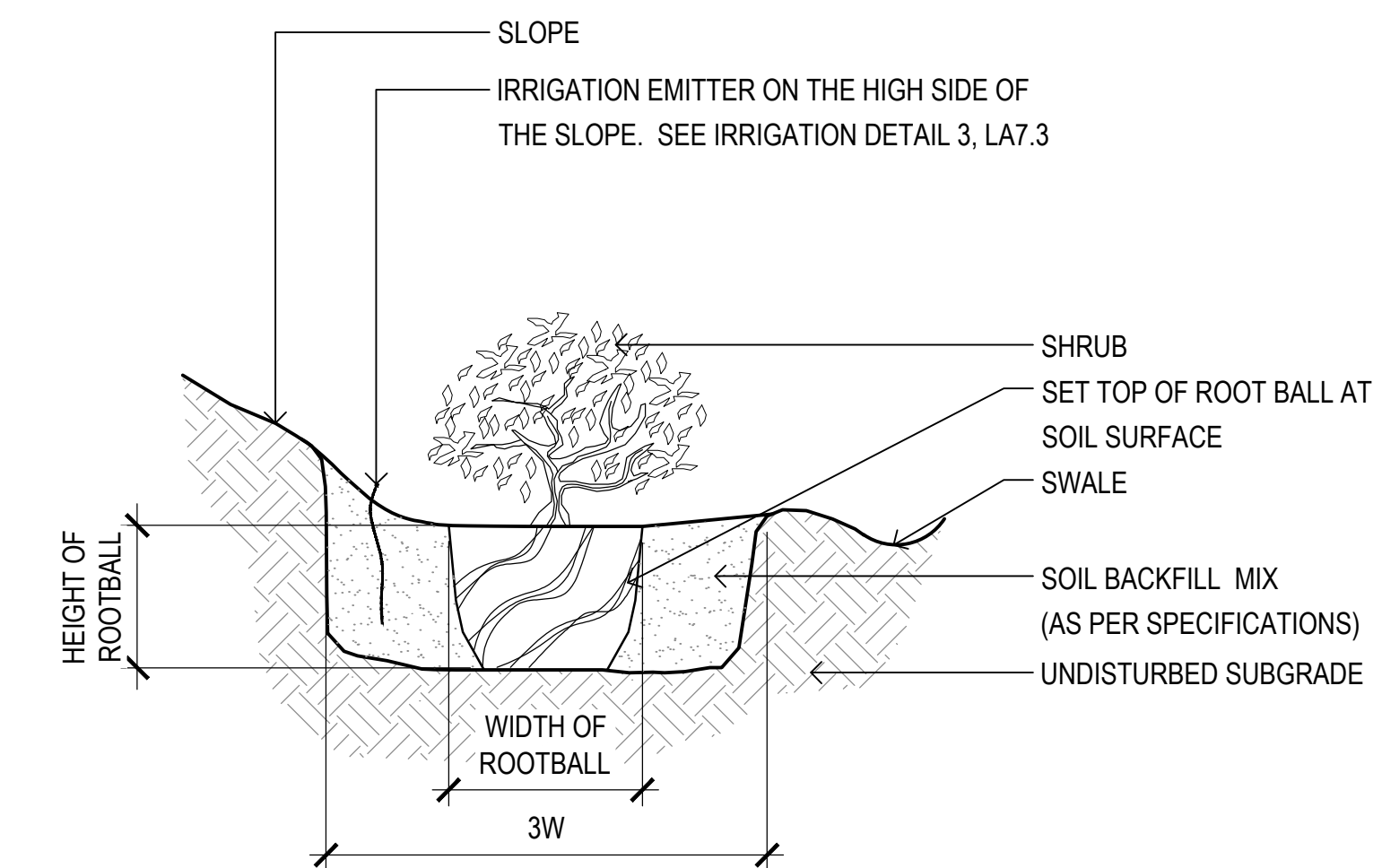
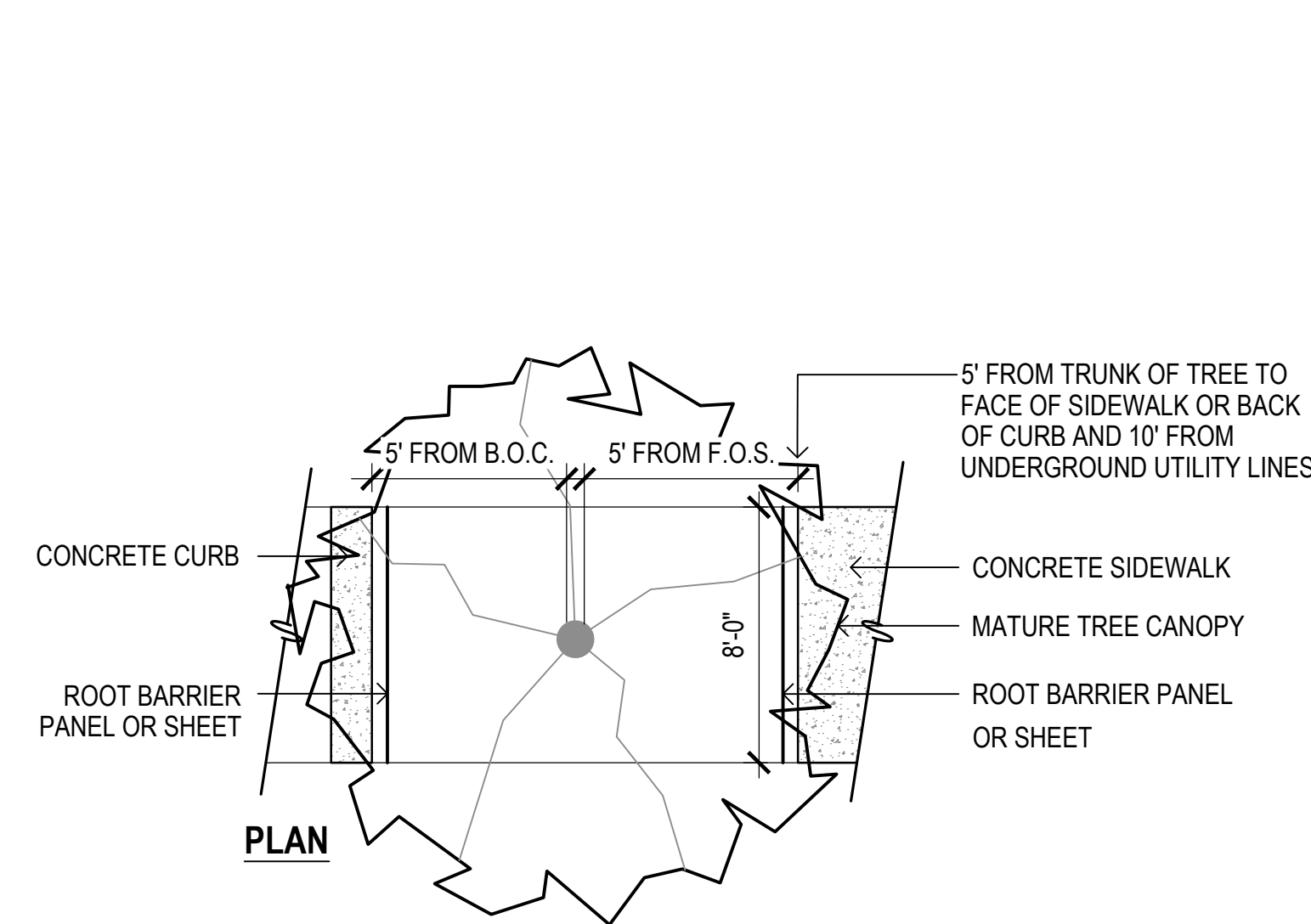
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NOTE: SHRUBS TO BE PLANTED IN A TRIANGULAR PATTERN WITH EQUAL DISTANCE BETWEEN SHRUBS

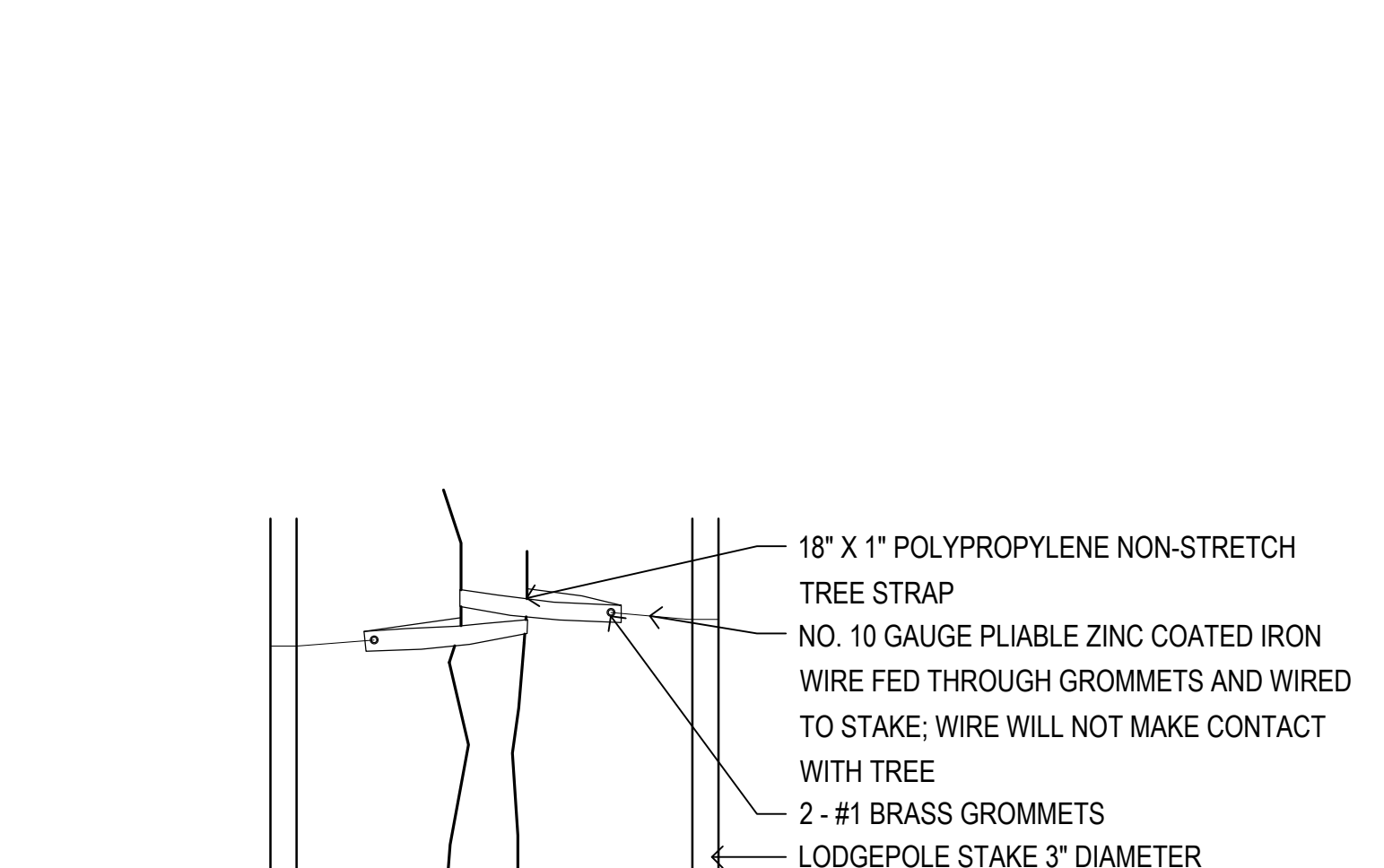
7 Plant Spacing Detail

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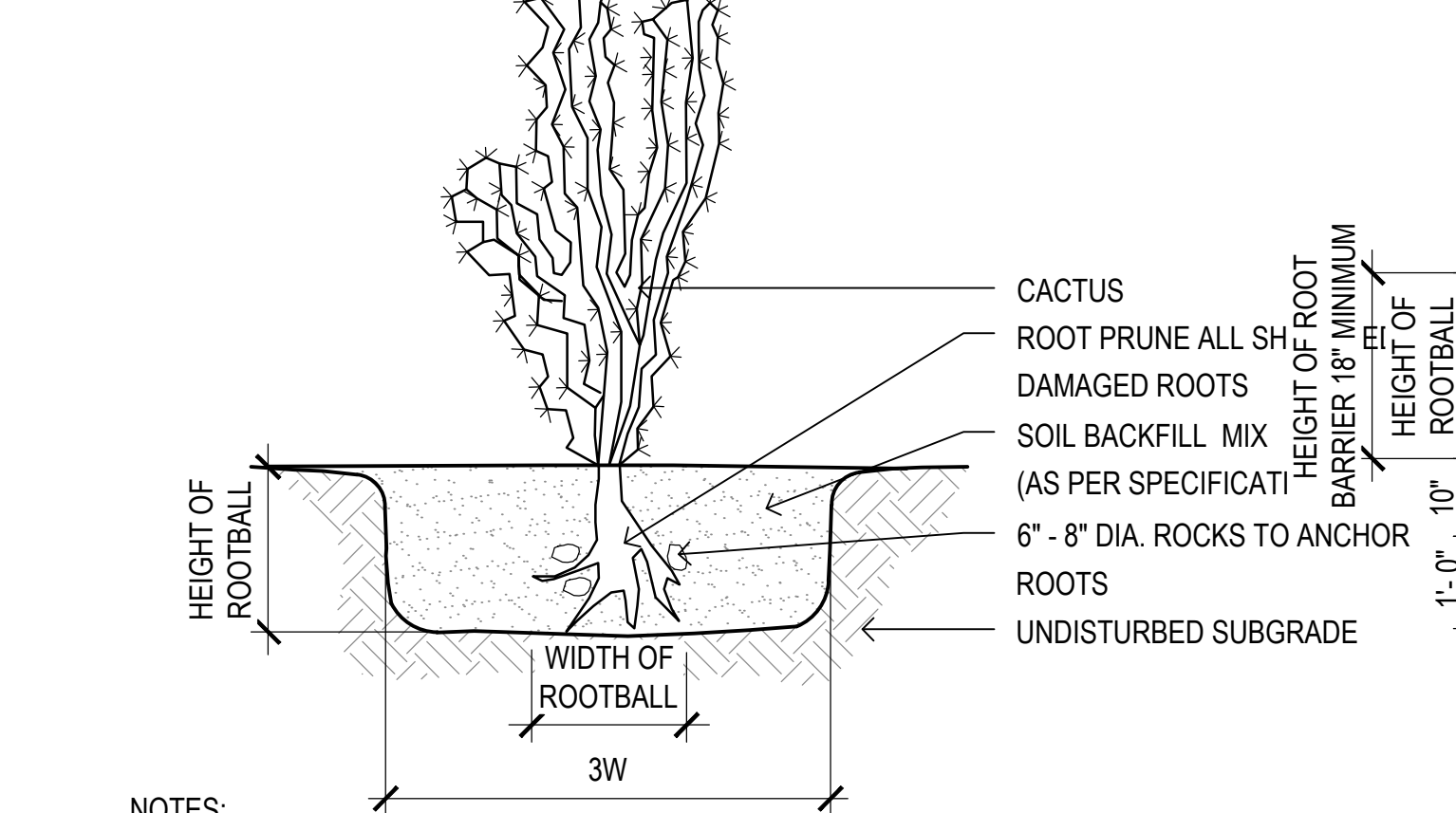
8 Shrub Planting on Slope Detail

SCALE: NTS



9 Tree Strap Detail

SCALE: NTS

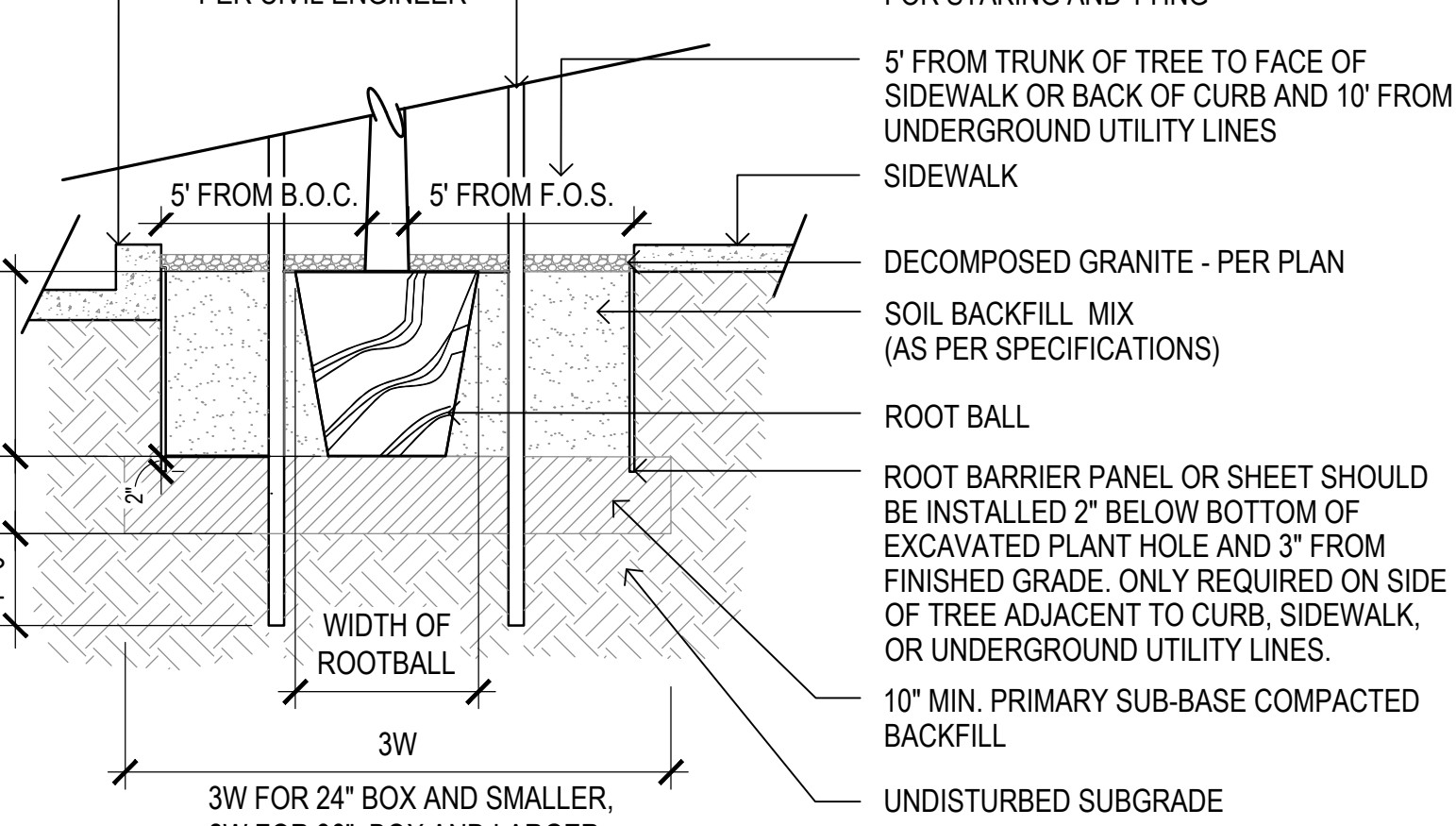


NOTES:

1. MAINTAIN ORIGINAL PLANT ORIENTATION.
2. PLANT CACTUS AT SAME DEPTH AS ORIGINALLY GROWN
3. DUST ENTIRE ROOT STRUCTURE AND WOUNDS WITH SOIL SULPHUR
4. PLANT 4' MIN. FROM ALL WALKS

10 Cactus Planting Detail

SCALE: NTS

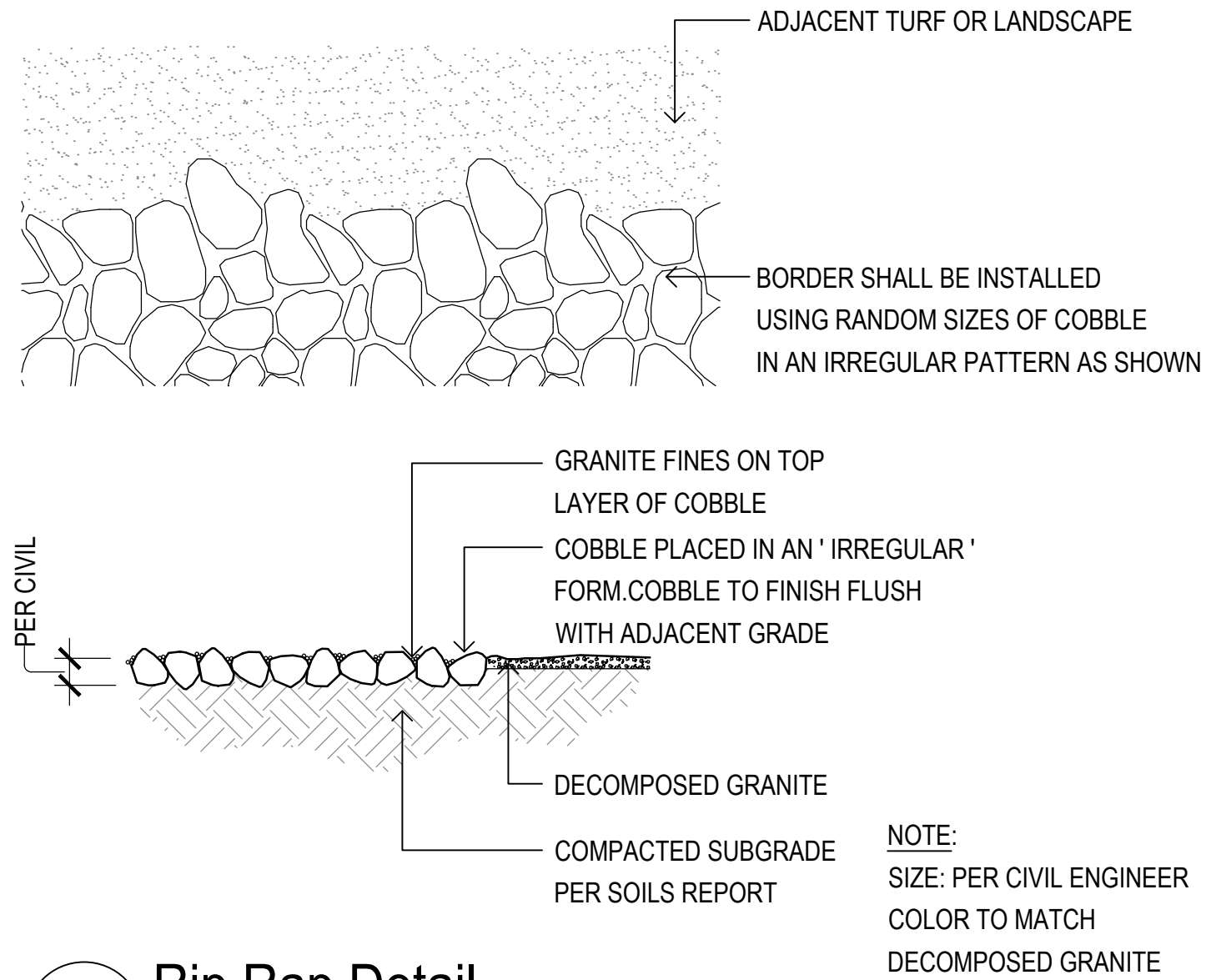
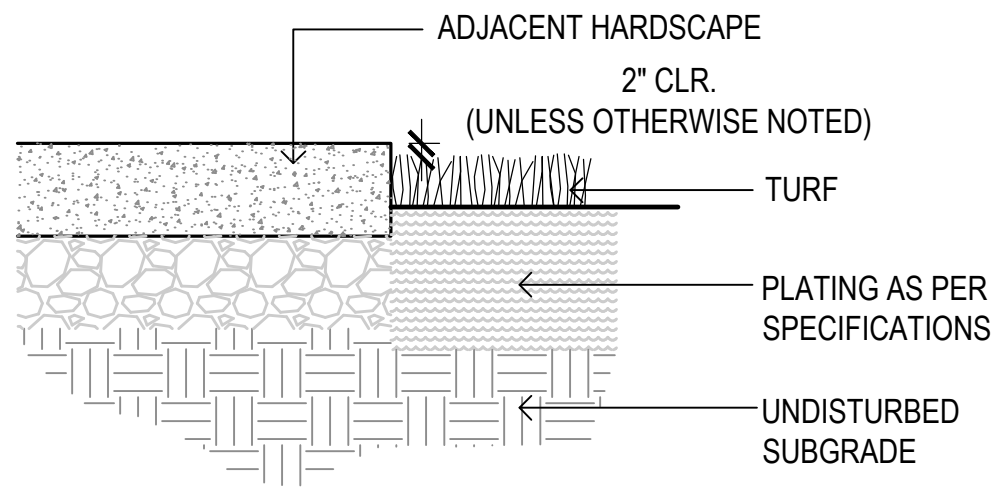
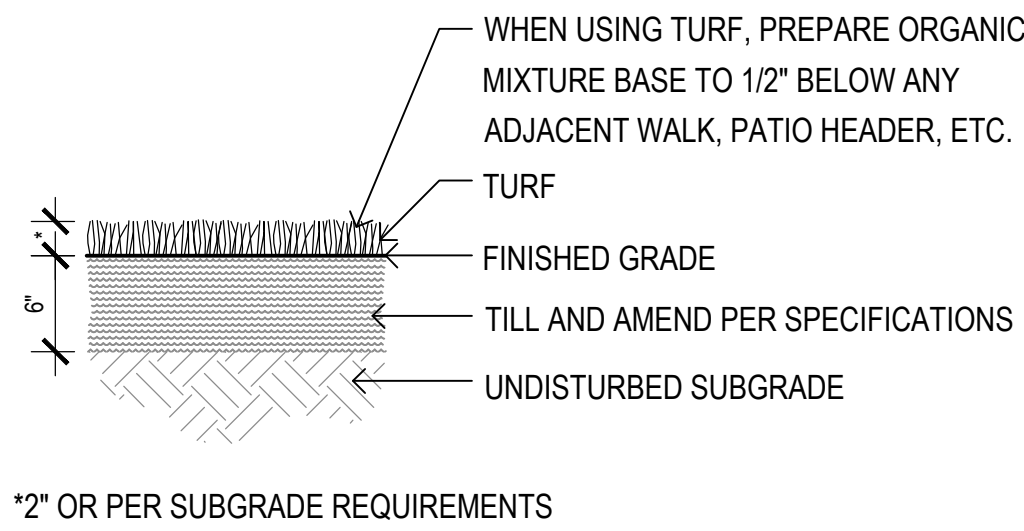
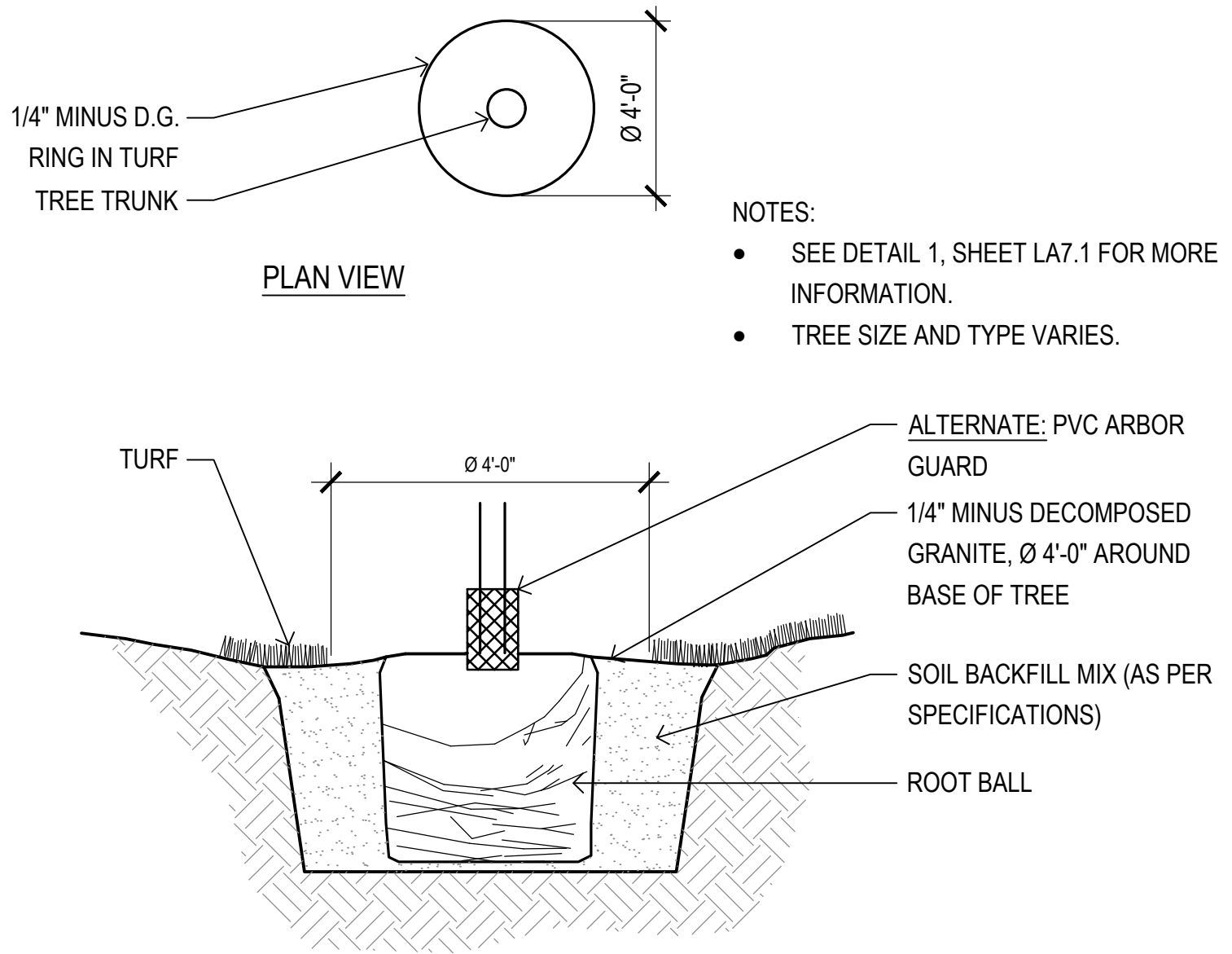


NOTES:

- ROOT BARRIER TO BE USED IN ALL LOCATIONS WHERE A TREE WHOSE CANOPY AT FULL MATURITY WILL OVERHANG CURB, WALL, OR SIDEWALK OR WITHIN 10'-0" OF UNDERGROUND UTILITIES.
- 8 LIN. FT. OF ROOT BARRIER SHOULD BE CENTERED AT ROOT BALL OF TREE ADJACENT TO CURB, WALL, SIDEWALK, OR UTILITY . MANUFACTURER: NDS, EP SERIES

11 Root Barrier Detail

SCALE: NTS

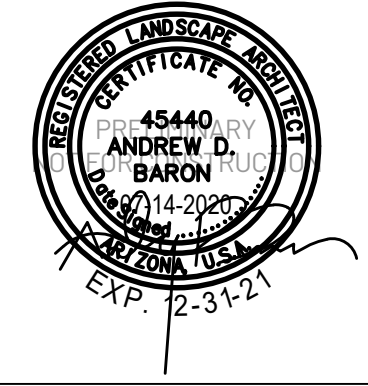


1 Tree in Turf Detail
SCALE: NTS

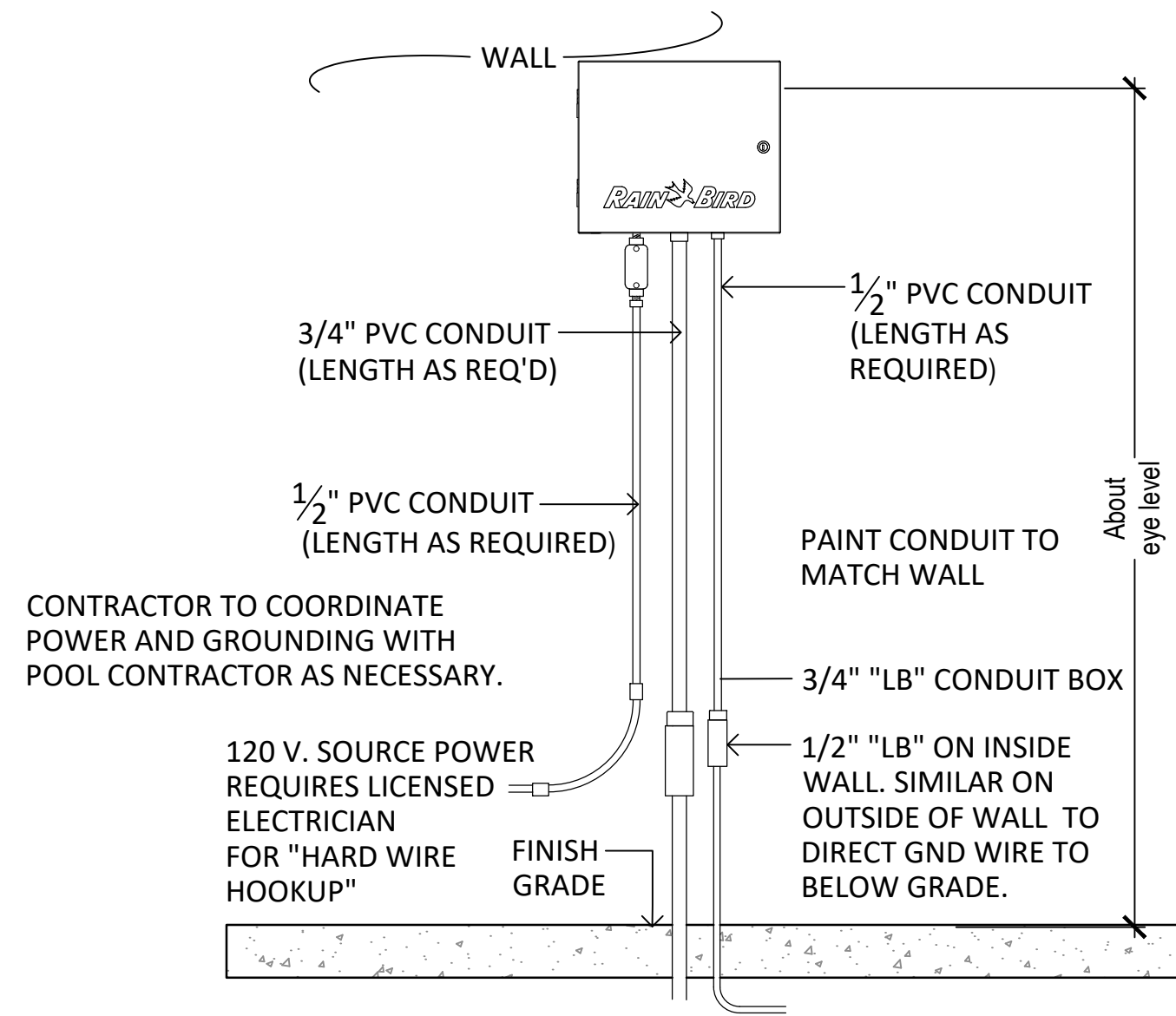
2 Turf Preparation Detail
SCALE: NTS

3 Incidental Grading at Turf Detail
SCALE: NTS

4 Rip Rap Detail
SCALE: NTS

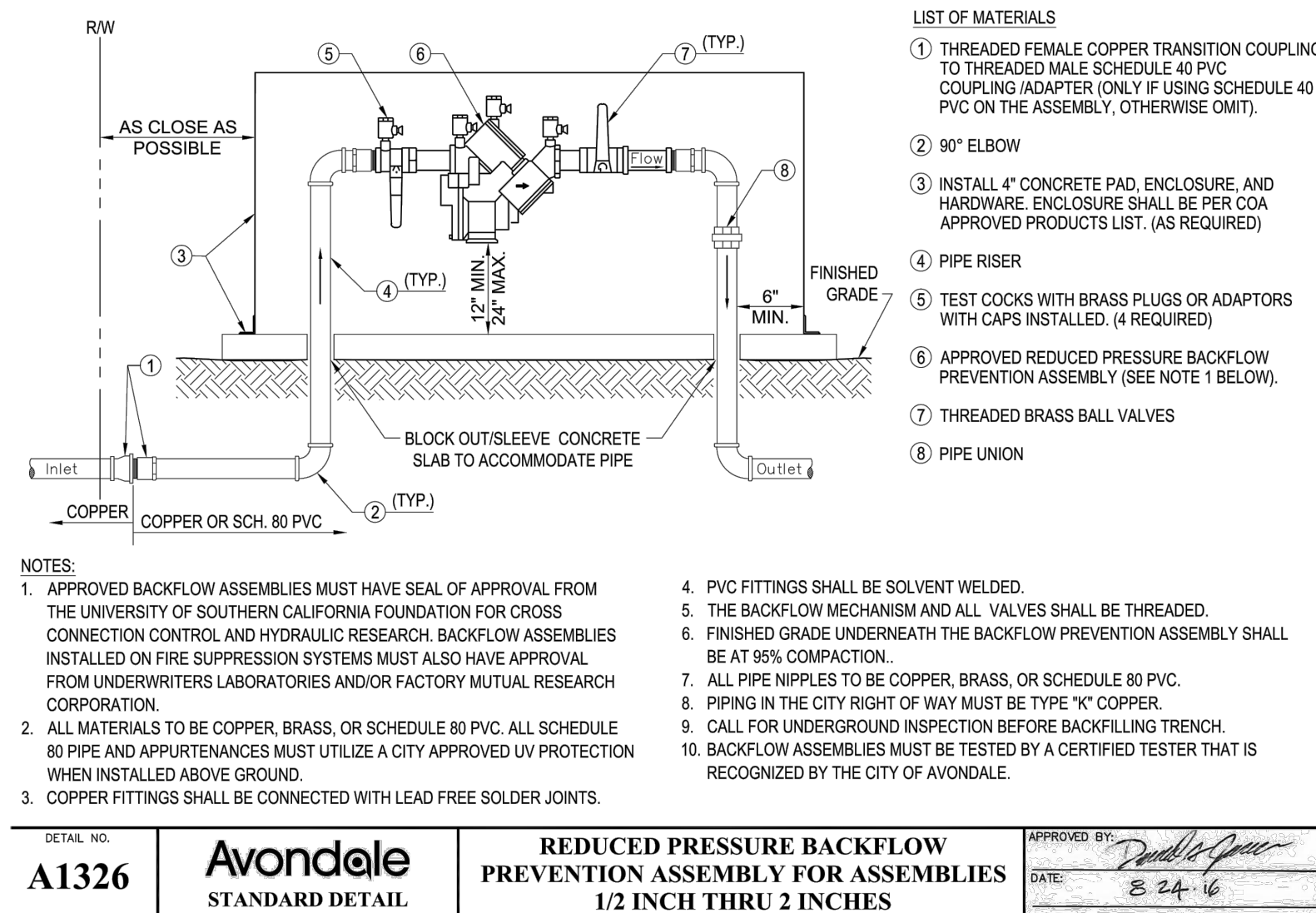


Revisions	
△	
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△	
Issued for	
☐ Design Dev.	
☐ Progress	
☒ City Submittal/07-14-2020	
☐ Bid Set	
☐ Construction	
Title	
Planting Details	
Date Issued	
07-14-2020	
Scale	
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Drawn By	
CR	
Checked By	
CH, AB	
Project Number	
Permit Number	
Sheet Number	
LA7.2	
Sheet 24 of	



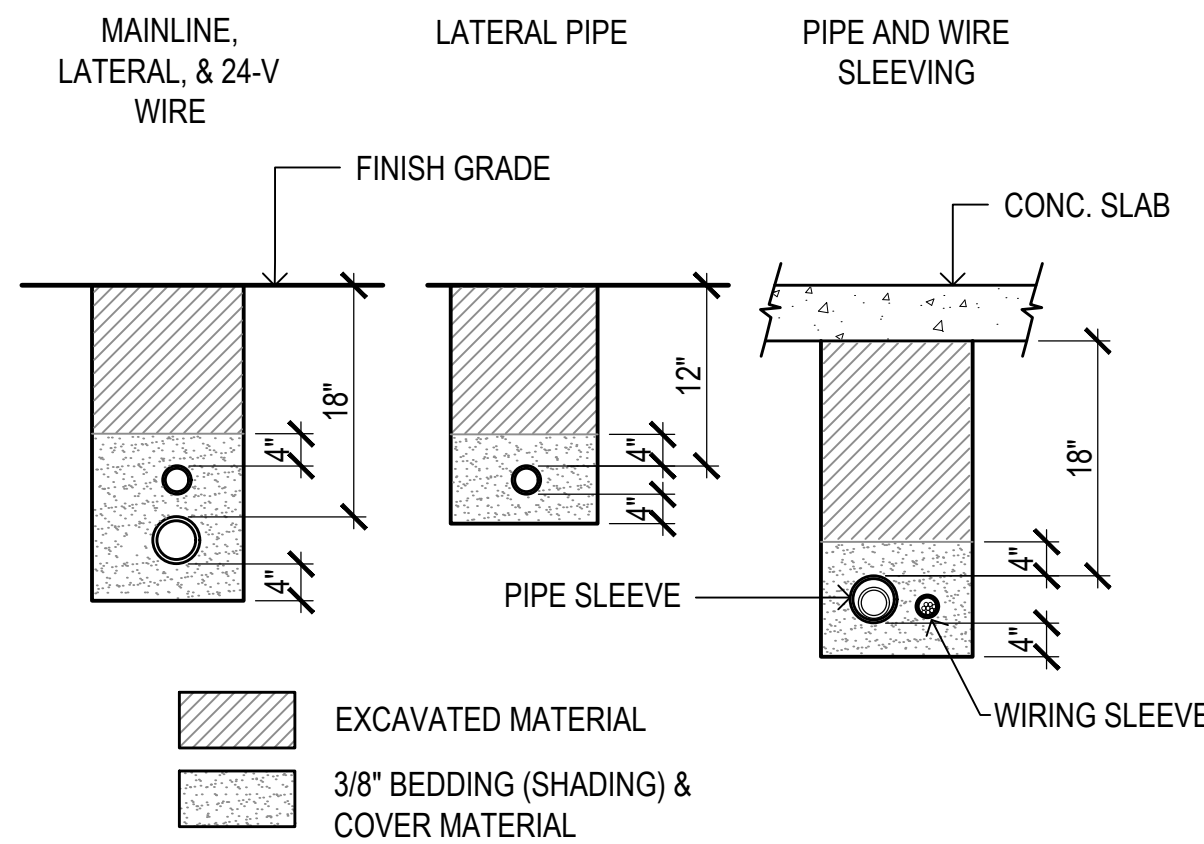
1 Wall Mount Controller

SCALE: N.T.S.



2 Backflow Preventer

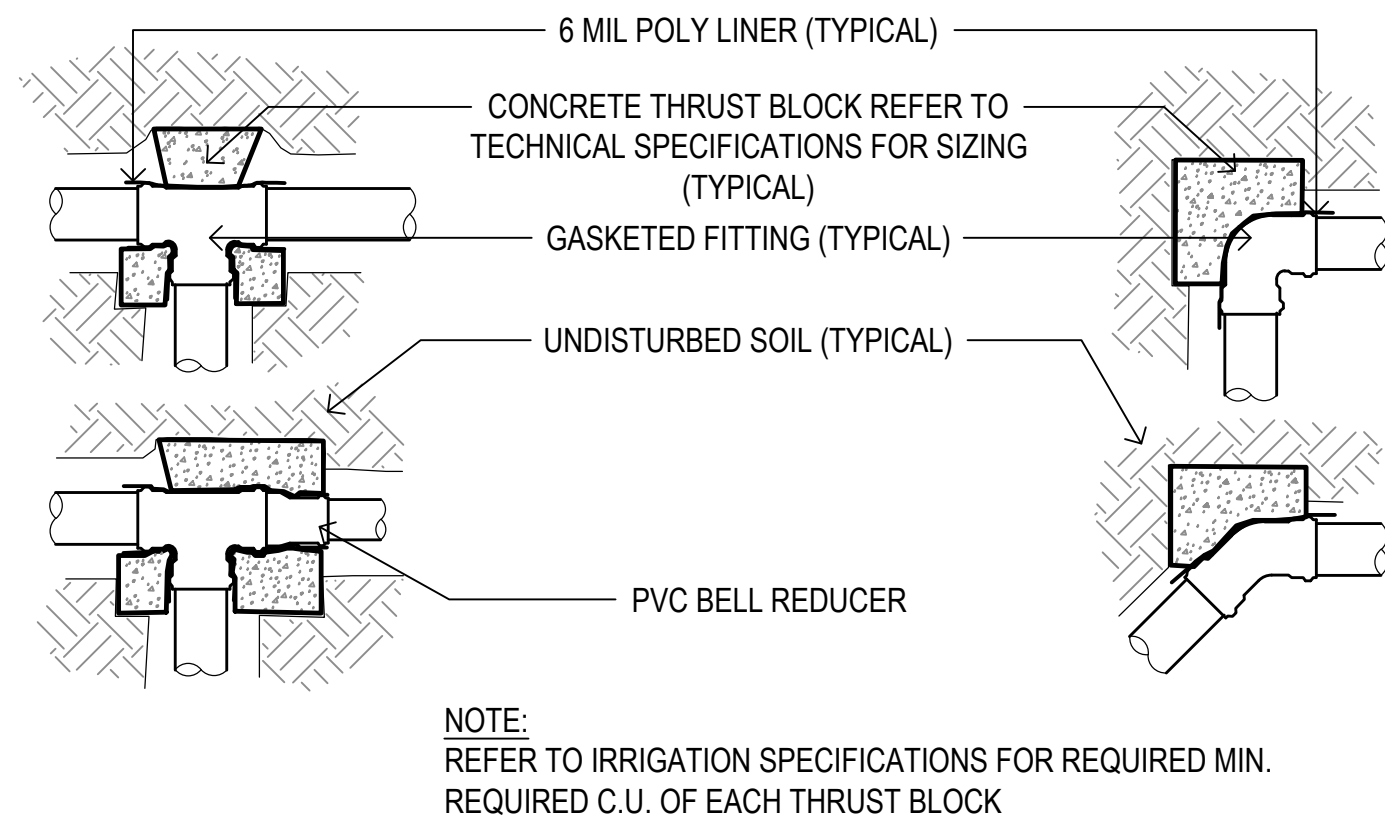
SCALE: N.T.S.



- NOTES:
1. SLEEVE ALL PIPE AND WIRE SEPARATELY.
 2. ALL PIPE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. "SNAKE" UNSLEEVED LATERAL PIPE IN TRENCH. PROVIDE A MIN. OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
 3. ALL 120-V WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS. TAPE AND BUNDLE 24-V WIRE EVERY 10' AND PROVIDE LOOSE 20" LOOP AT ALL CHANGES OF DIRECTION OVER 30 DEGREES.

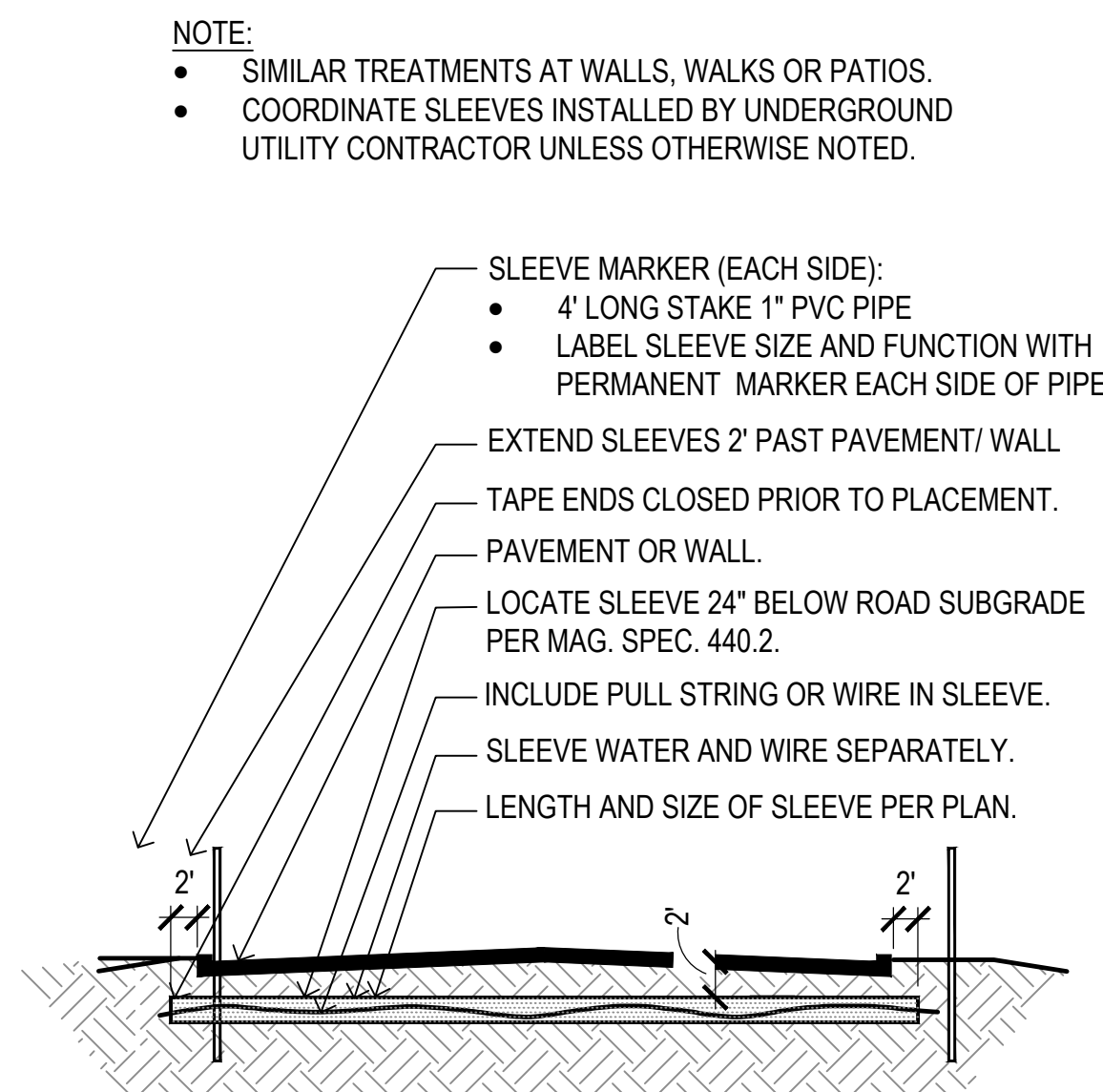
3 Trench Depth

SCALE: N.T.S.



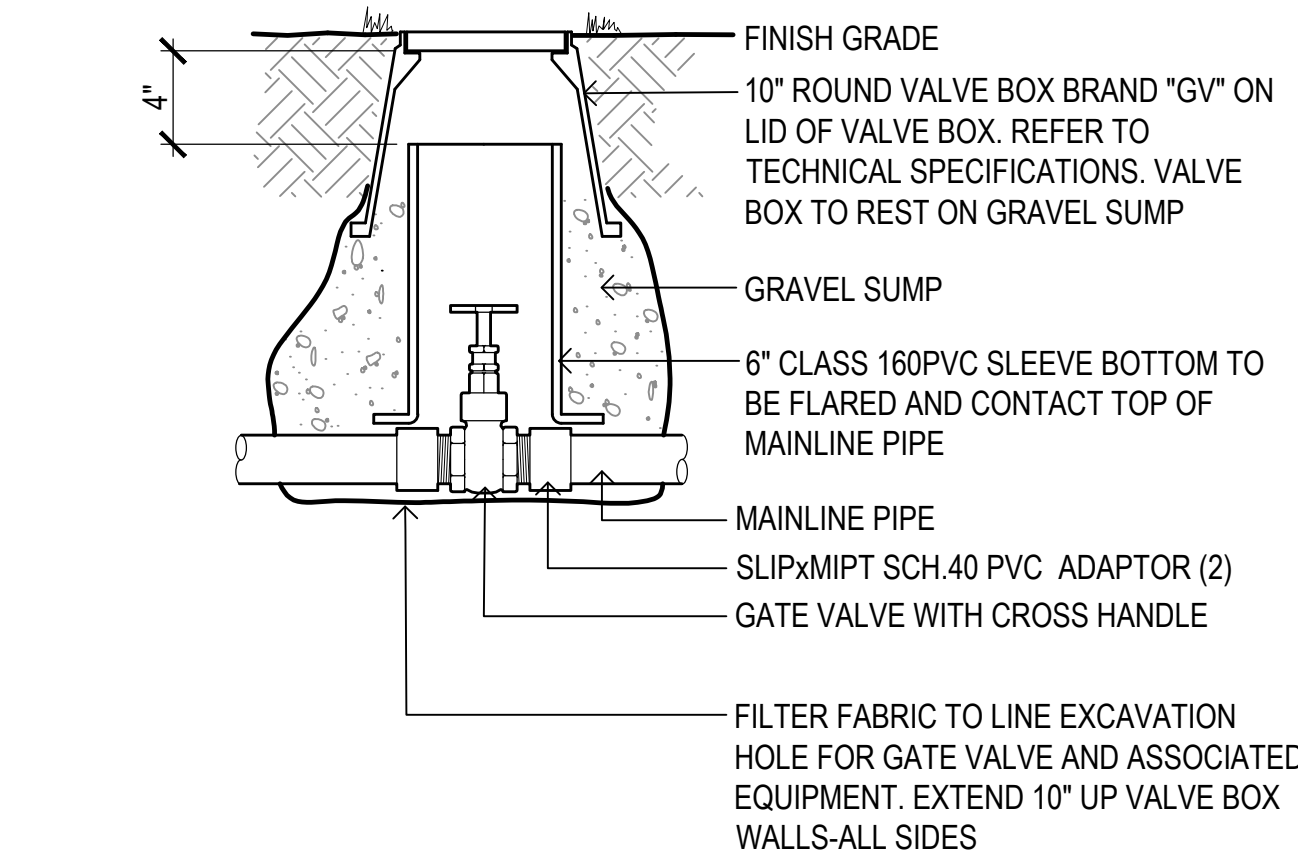
4 Thrust Block Installation

SCALE: N.T.S.



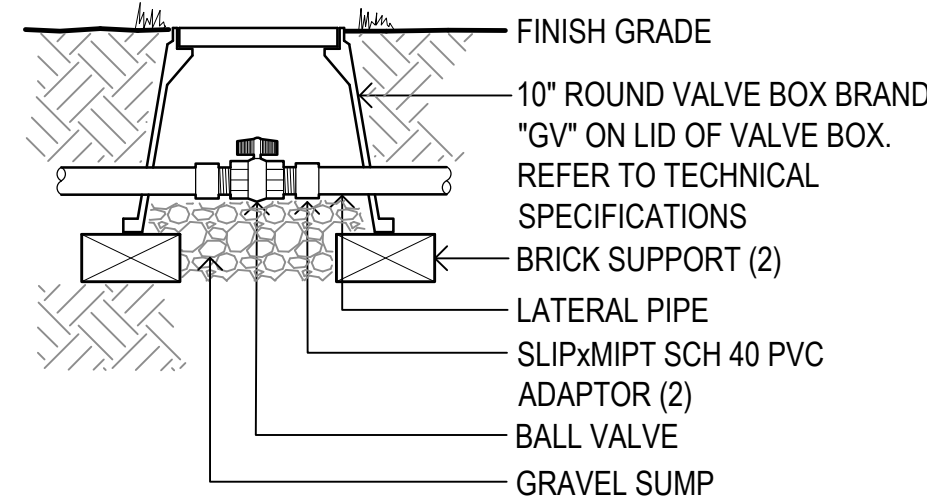
5 Pipe Sleeve Installation

SCALE: N.T.S.



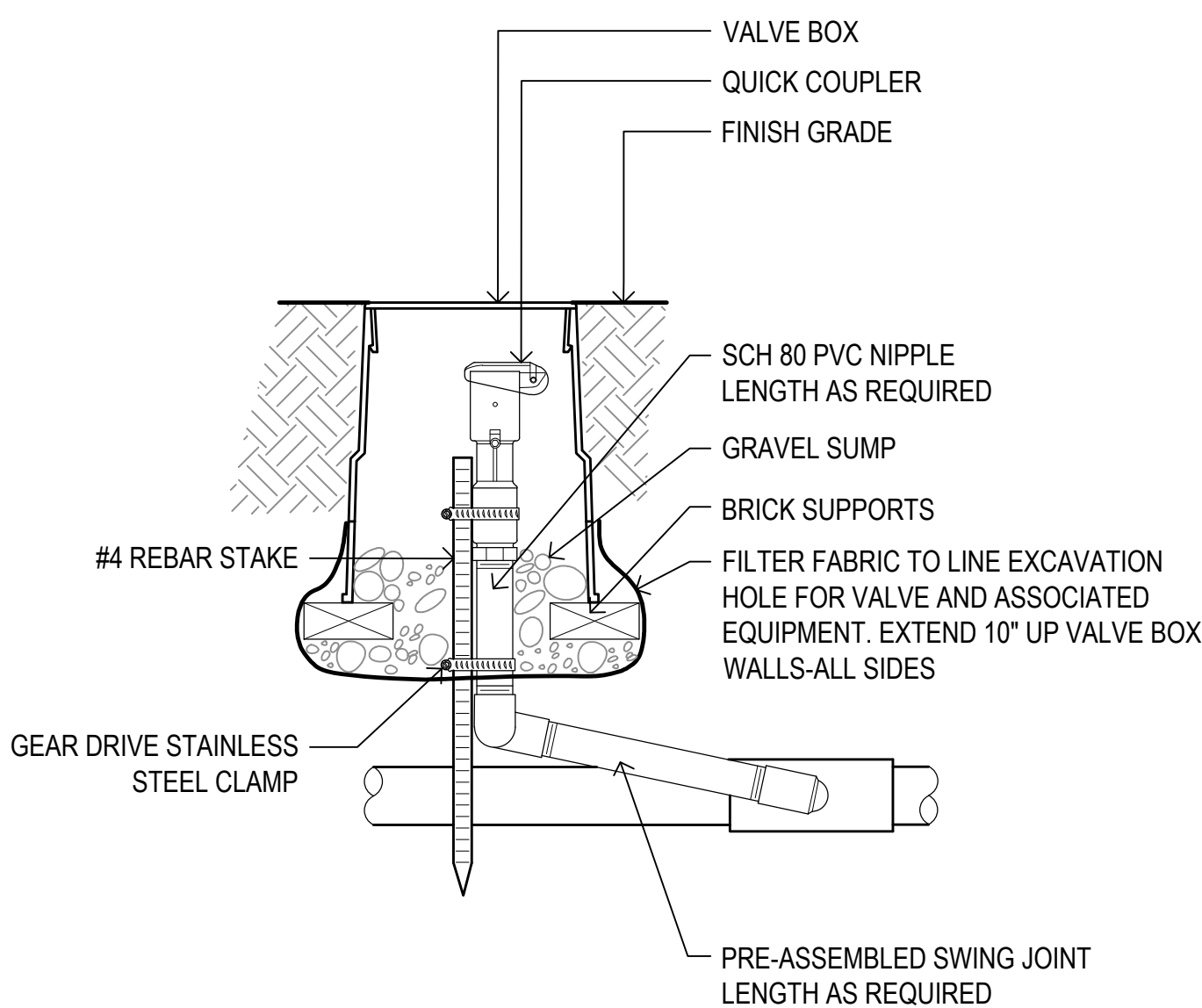
6 Gate Valve

SCALE: N.T.S.



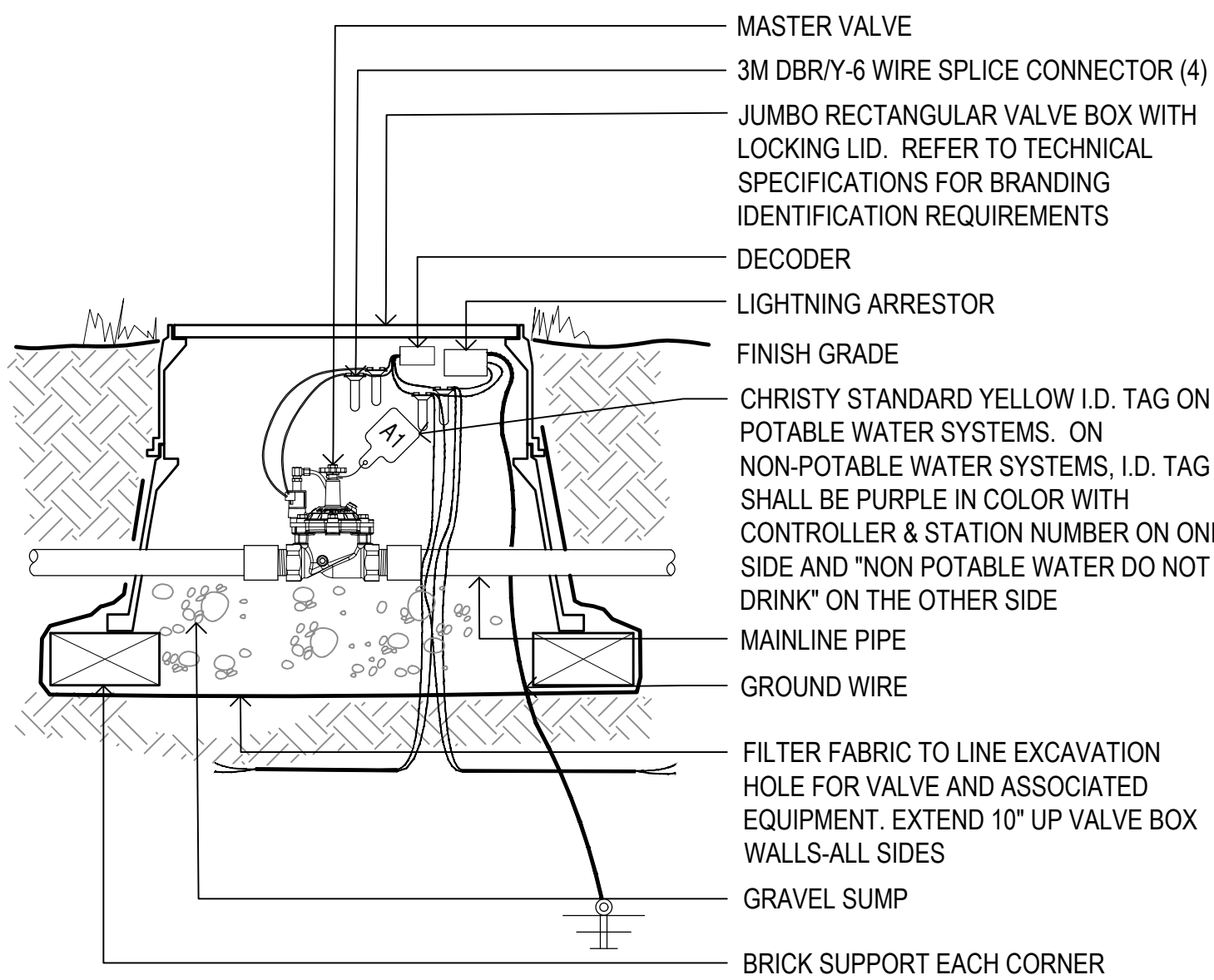
7 Ball Valve - Lateral

SCALE: N.T.S.



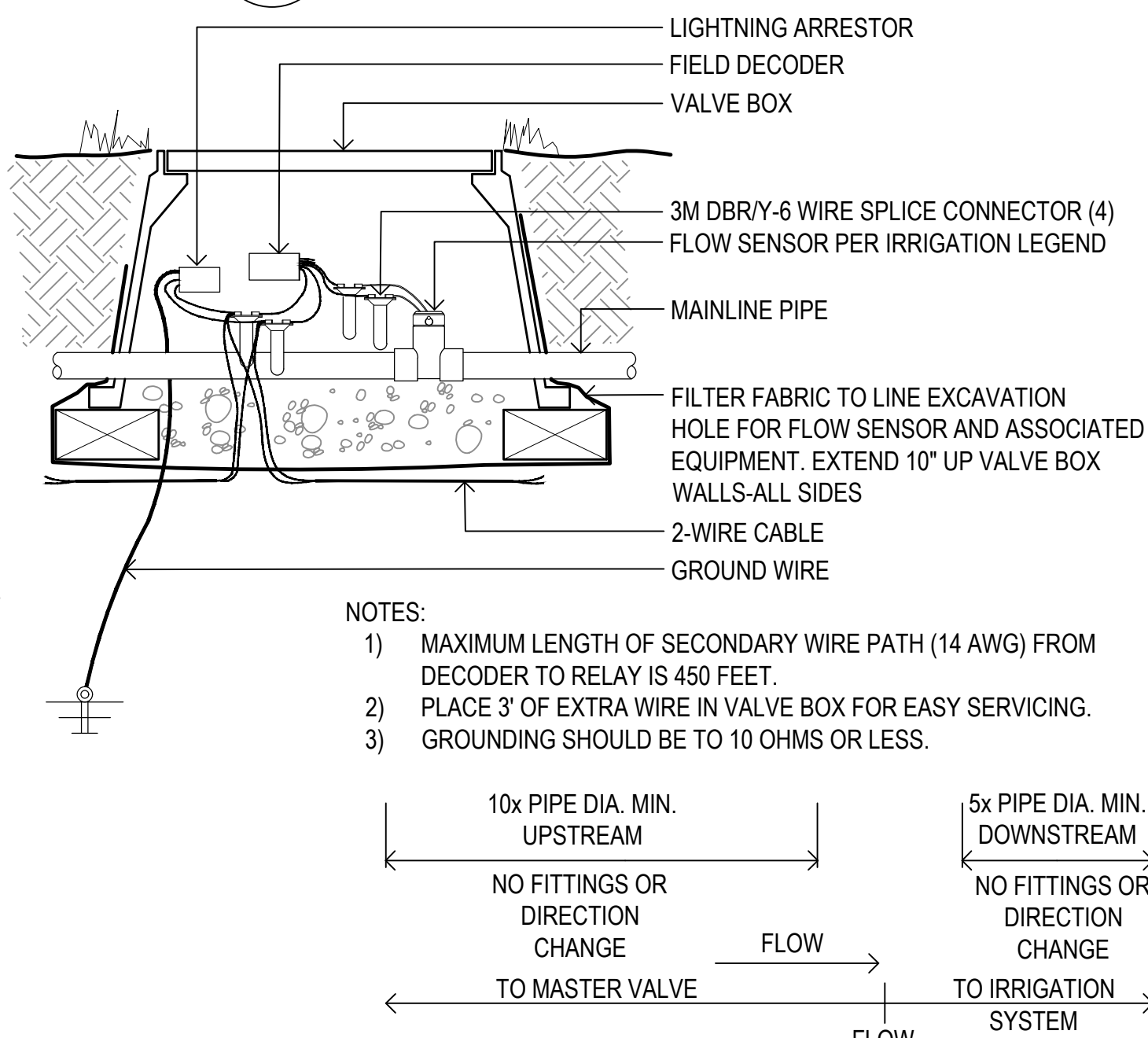
8 Quick Coupler

SCALE: N.T.S.



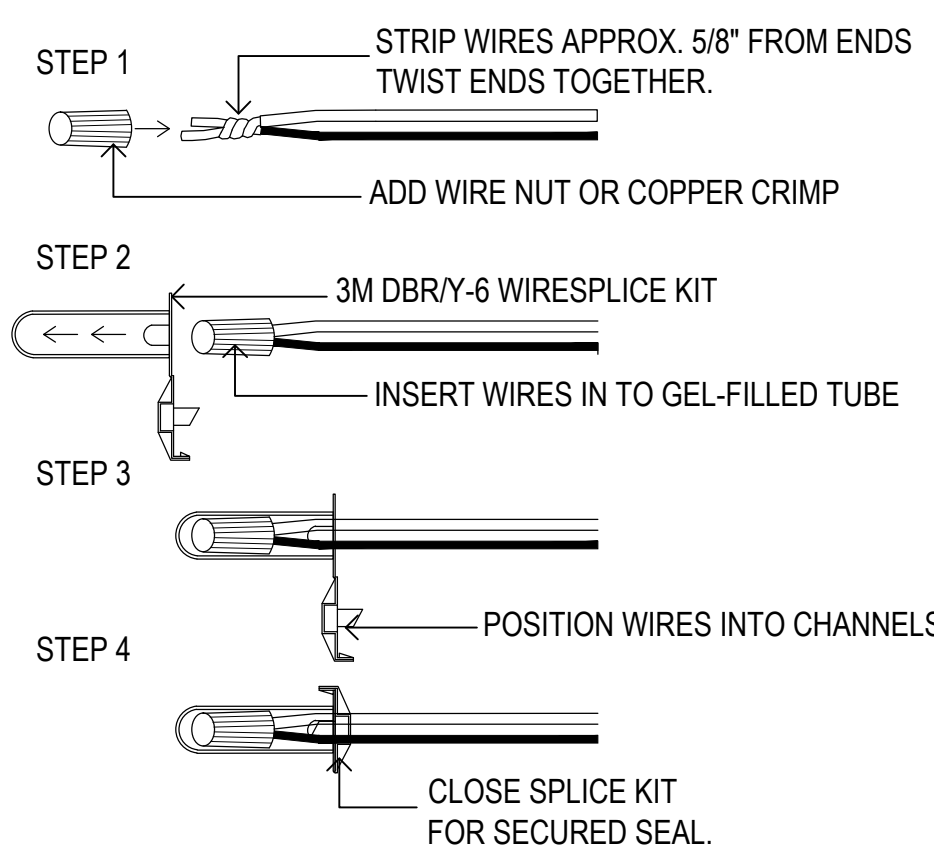
9 Master Valve

SCALE: N.T.S.



10 Flow Sensor

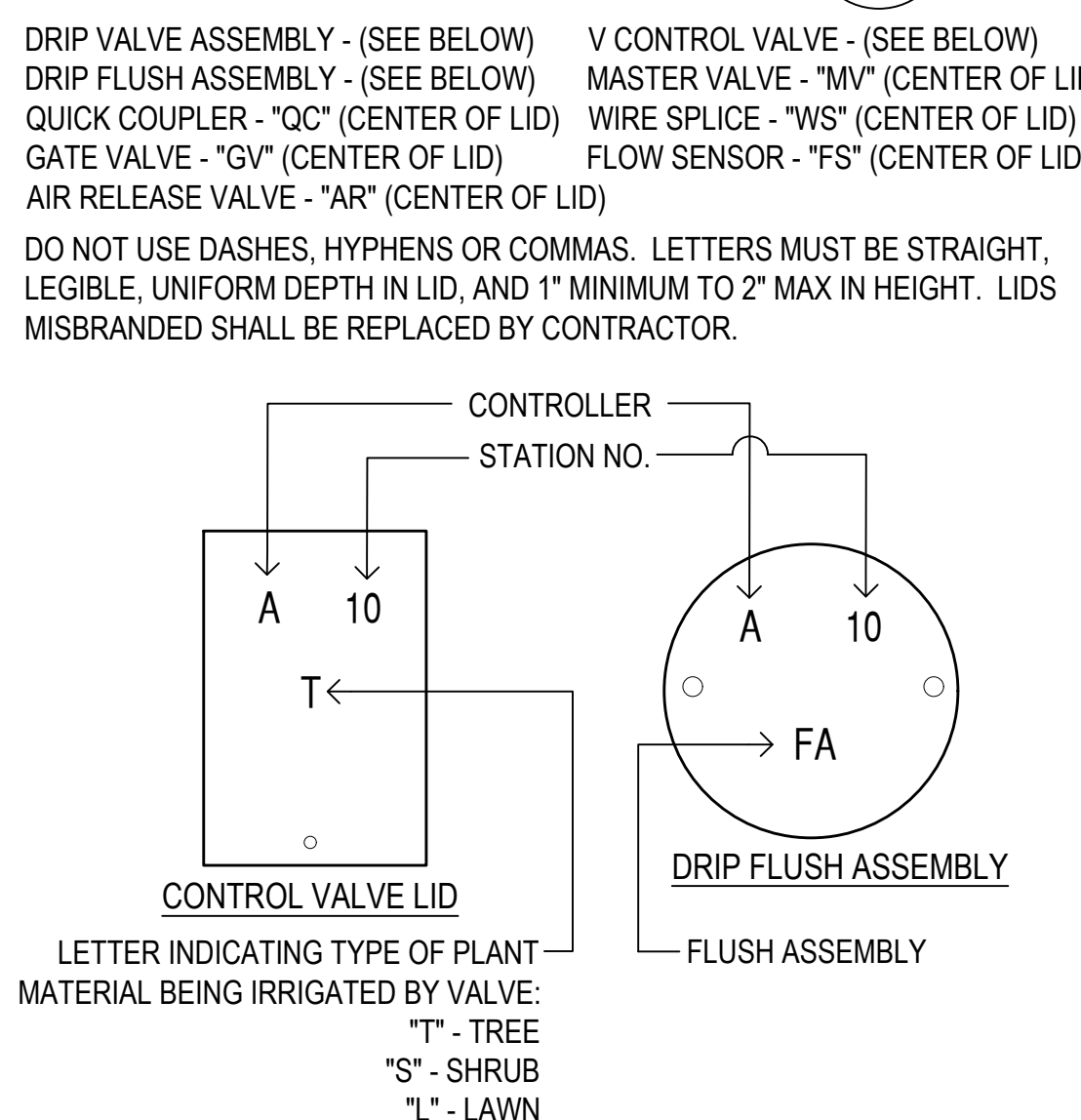
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- NOTE:
- FOR ALL WIRE SIZES NO. 14, 12, & 10.
 - ALL CONNECTIONS IN VALVE BOX ONLY.

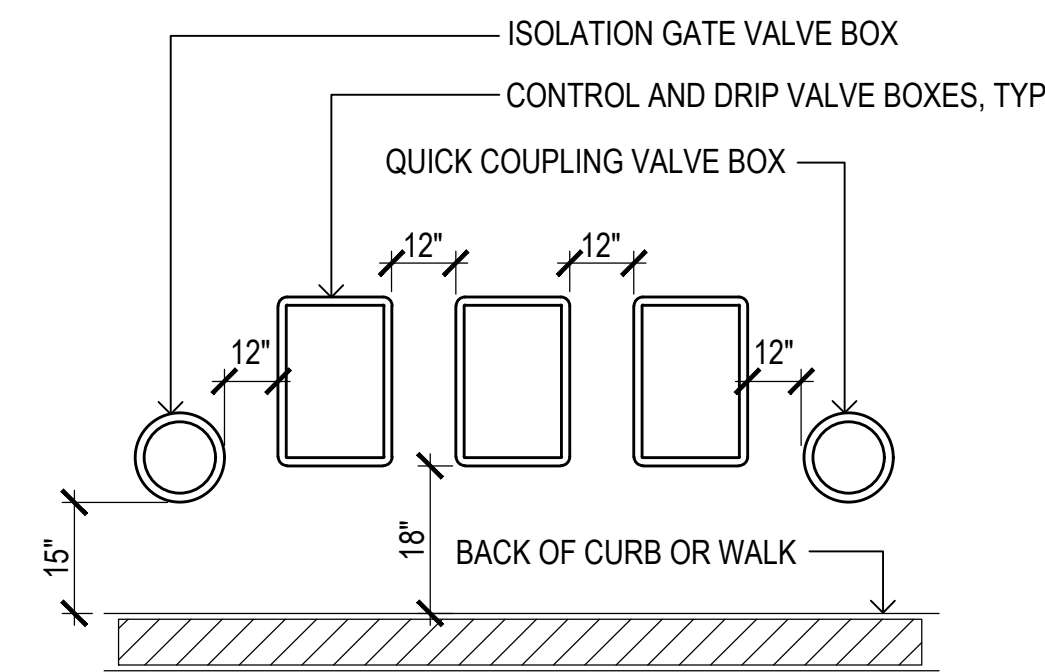
11 Wire Splicing

SCALE: N.T.S.



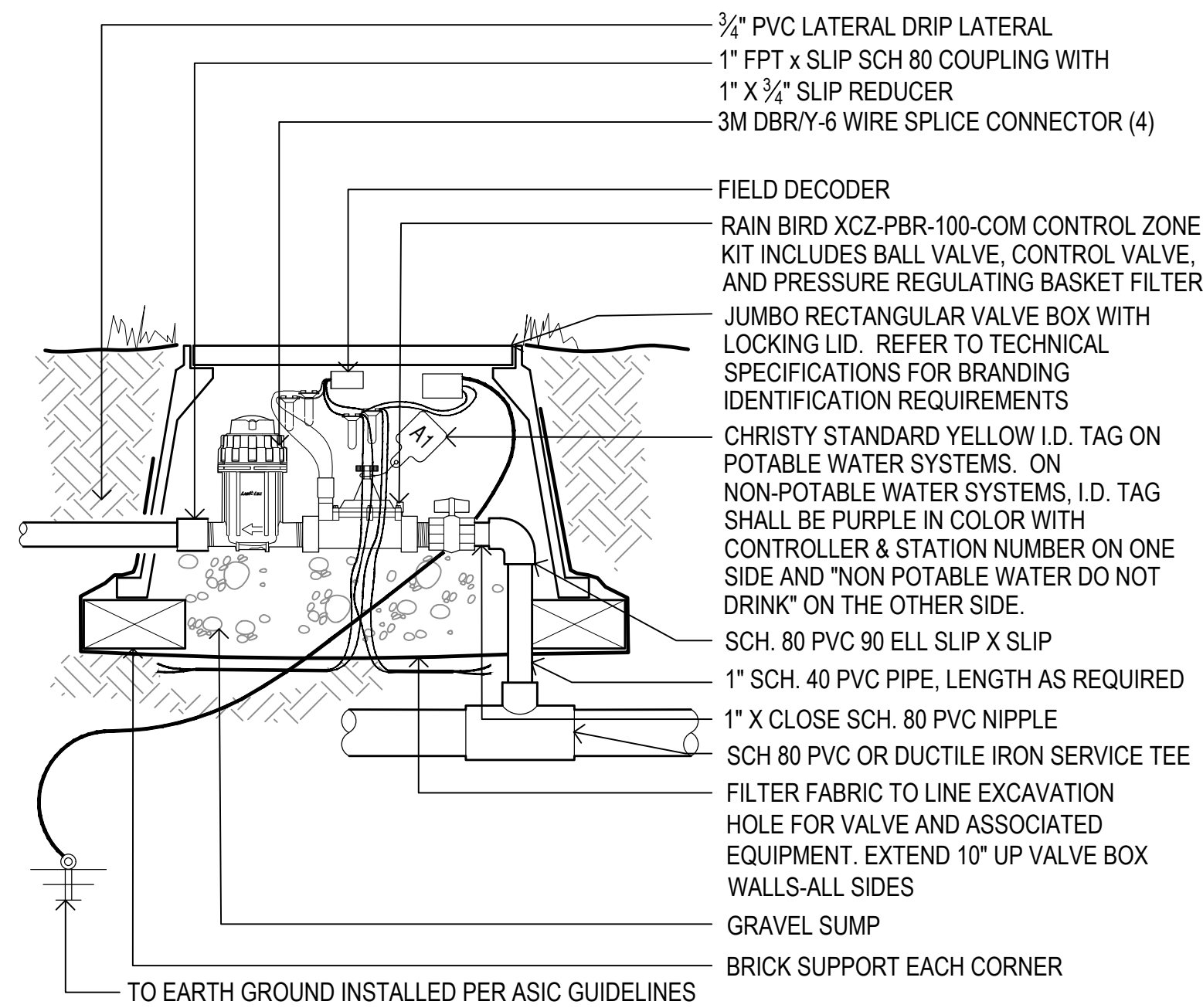
12 Valve Box Branding

SCALE: N.T.S.



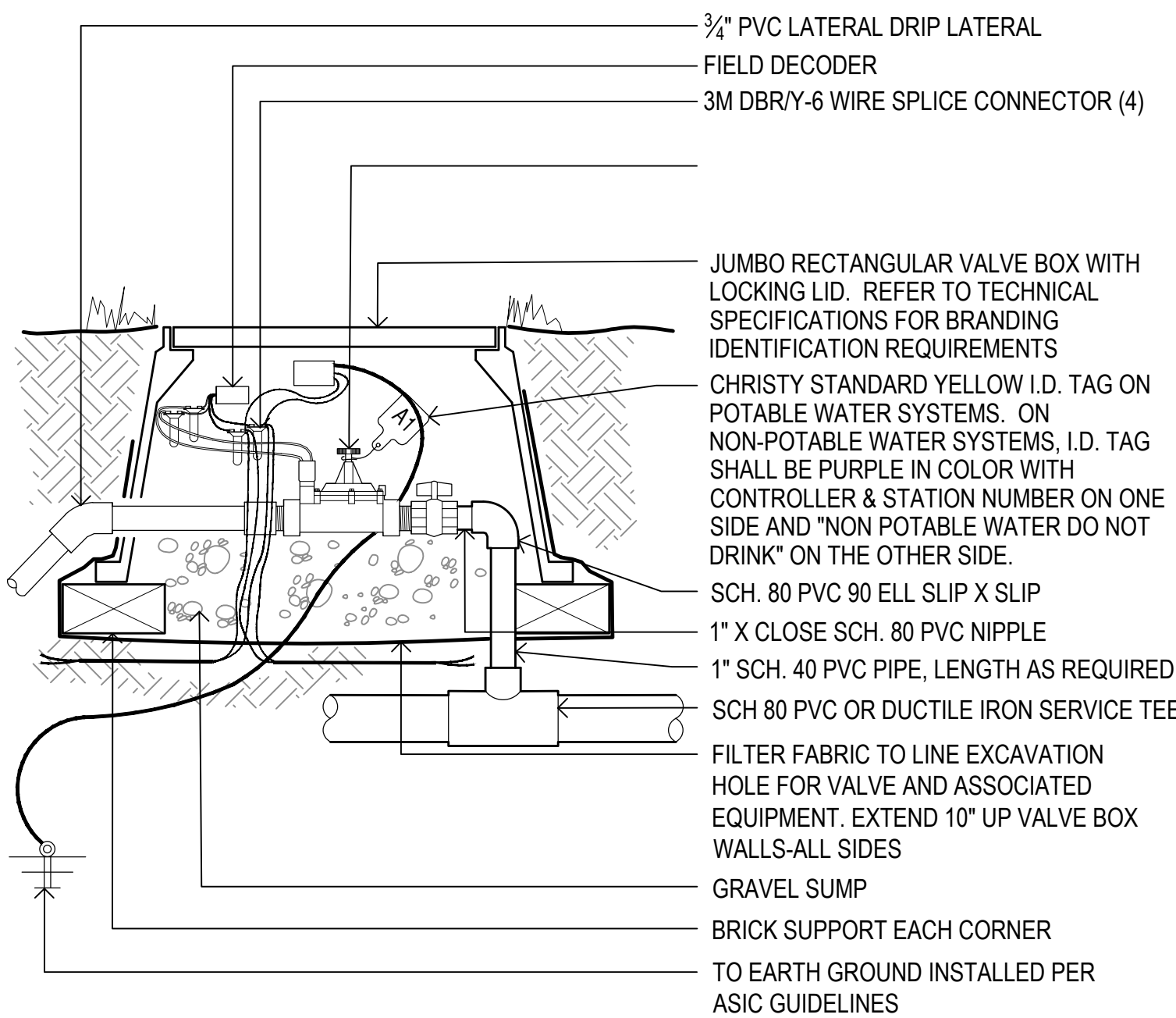
13 Valve Box Layout

SCALE: N.T.S.



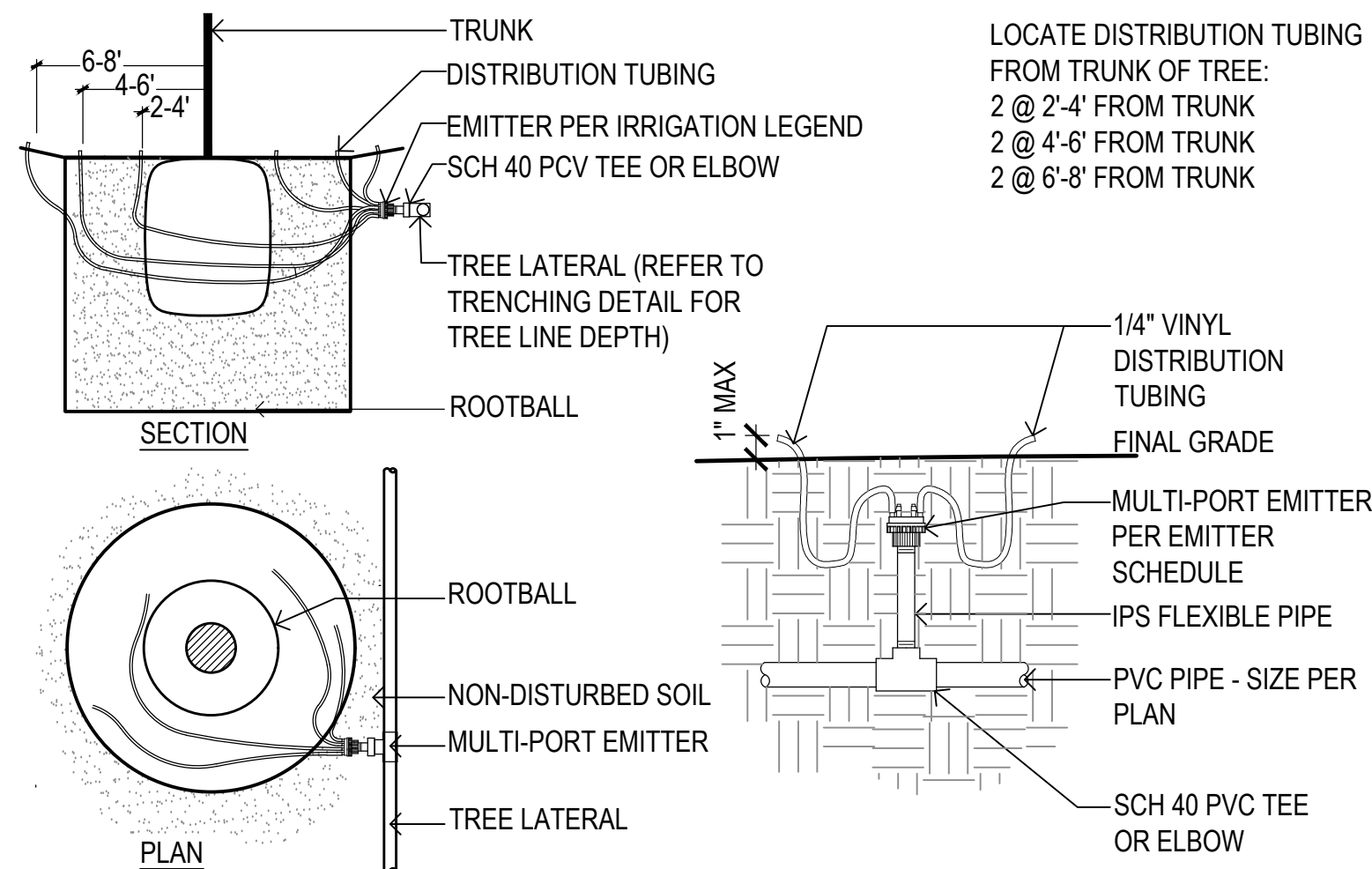
1 Drip Control Valve

SCALE: N.T.S.



2 Remote Control Valve

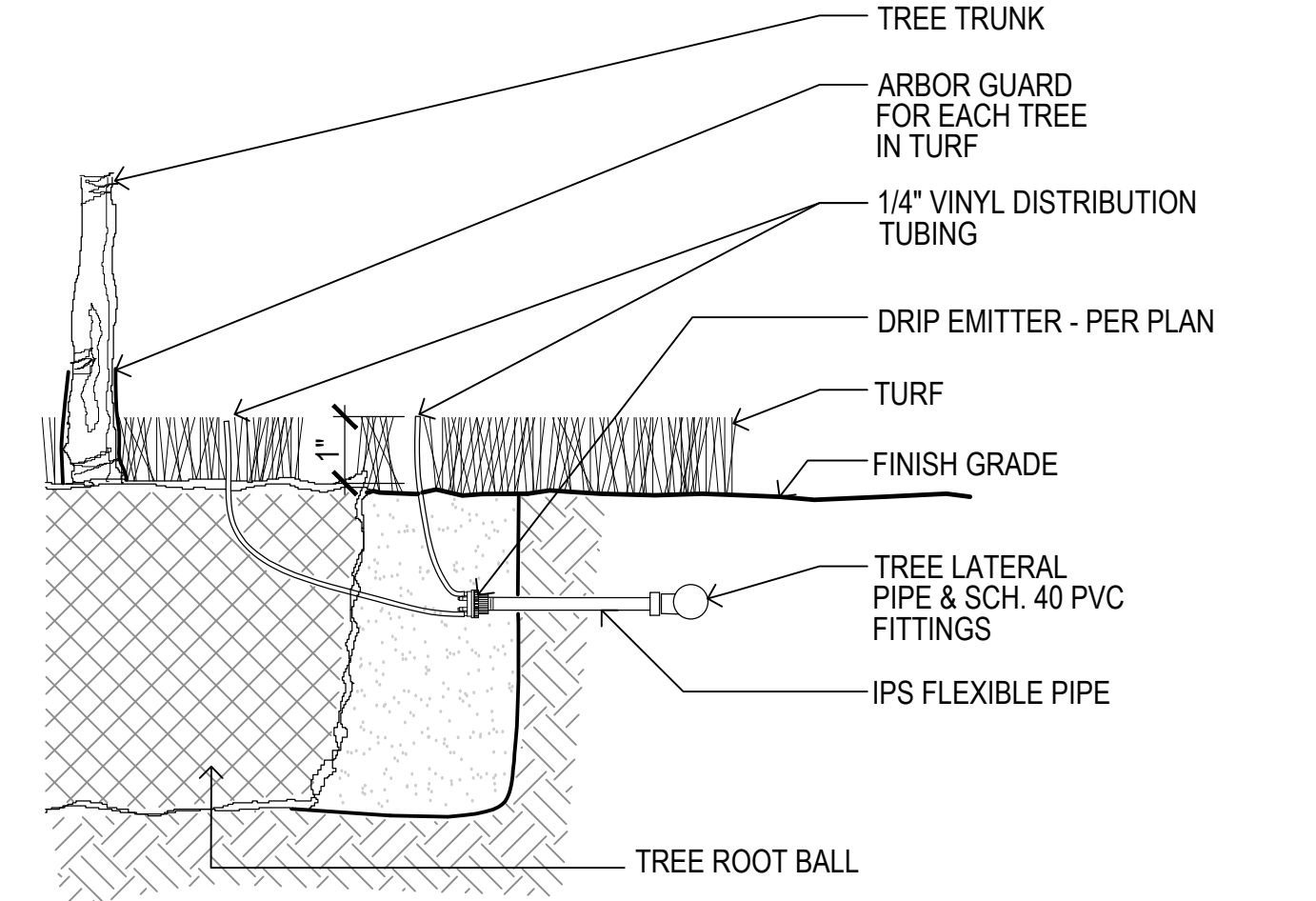
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NOTES:
INSTALL PRESSURE COMPENSATING DRIP EMITTERS WITH DISTRIBUTION TUBES EQUALLY SPACED AROUND ROOTBALL. LOCATE EMITTER DISTRIBUTION TUBE ON UPHILL SIDE OF SLOPE. DISTRIBUTION TUBING TO BE INSTALLED SO THEY ARE VISIBLE NO GREATER THAN 1 INCH ABOVE FINISH GRADE. DETAIL REPRESENTS TYPICAL INSTALLATION, REFER TO IRRIGATION LEGEND FOR MULTI-PORT EMITTER QUANTITIES.

5 Multi-Port Drip Emitter - Tree

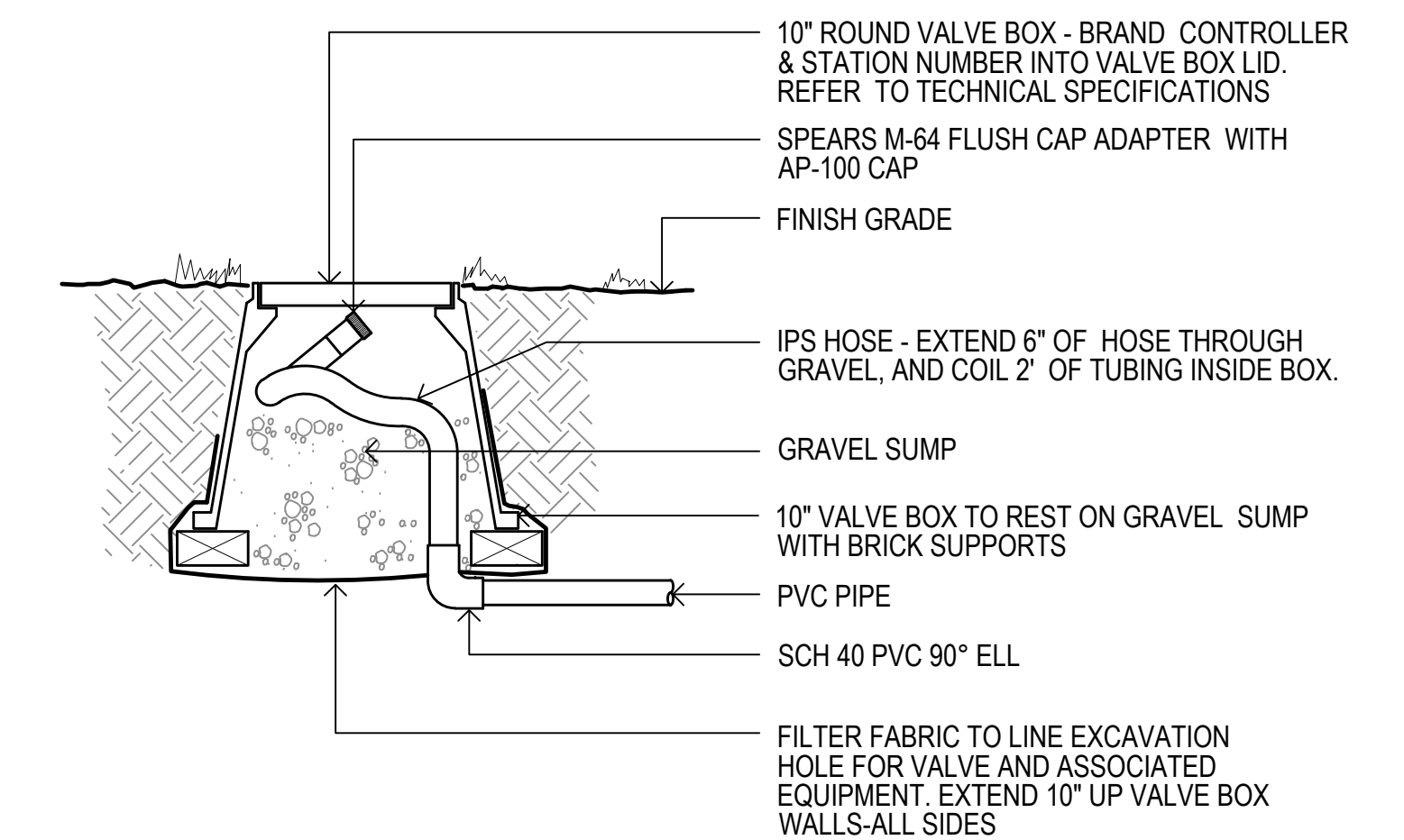
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NOTES:
INSTALL PRESSURE COMPENSATING DRIP EMITTERS WITH DISTRIBUTION TUBES EQUALLY SPACED AROUND ROOTBALL. LOCATE EMITTER DISTRIBUTION TUBE ON UPHILL SIDE OF SLOPE. DISTRIBUTION TUBING TO BE INSTALLED SO THEY ARE VISIBLE NO GREATER THAN 1 INCH ABOVE FINISH GRADE. DETAIL REPRESENTS TYPICAL INSTALLATION, REFER TO IRRIGATION LEGEND FOR MULTI-PORT EMITTER QUANTITIES.

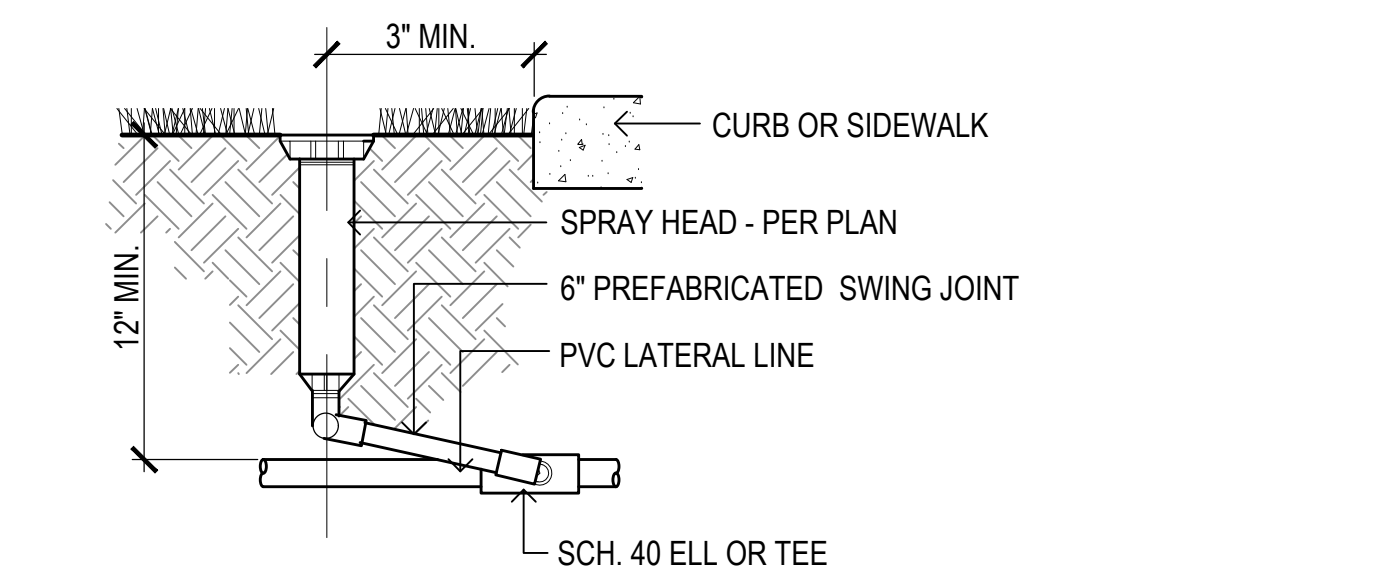
6 Tree Emitter in Turf

SCALE: N.T.S.



9 Drip Flush Assembly

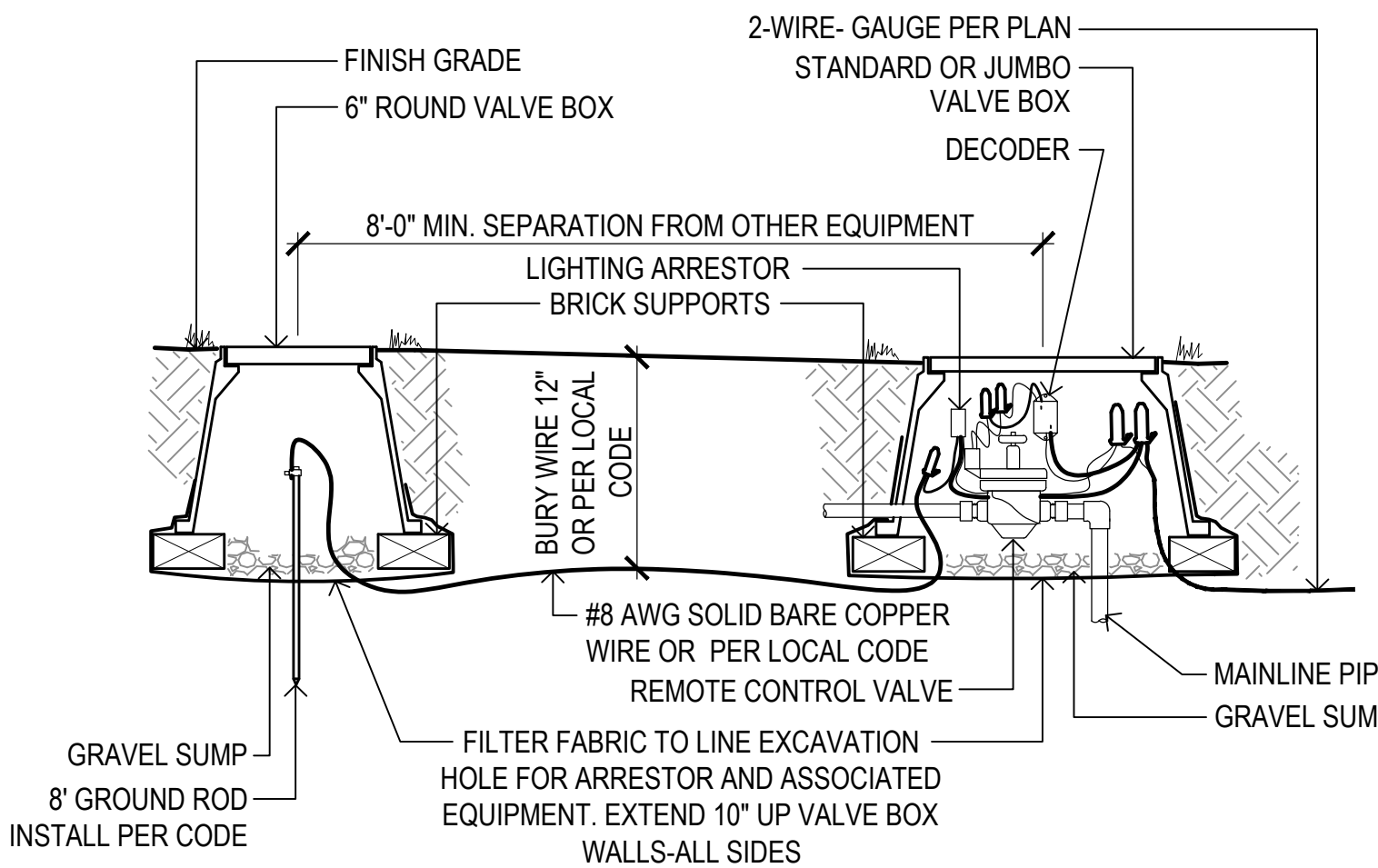
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NOTES:
• USE VARIABLE ARC NOZZLES WHEN EDGES CURVE OR BEND.
• CONTRACTOR TO VERIFY SPRAY COVERAGE PRIOR TO SEED OR SOD INSTALLATION.
• CONTRACTOR TO ADJUST HEADS FOR COMPLETE COVERAGE WITHOUT OVERSPRAY AFTER TURF IS ESTABLISHED.
• DO NOT USE TEFLON TAPE ON PVC THREADED JOINTS. USE MANUFACTURES APPROVED SEALING COMPOUND.
• DO NOT OVER TIGHTEN.

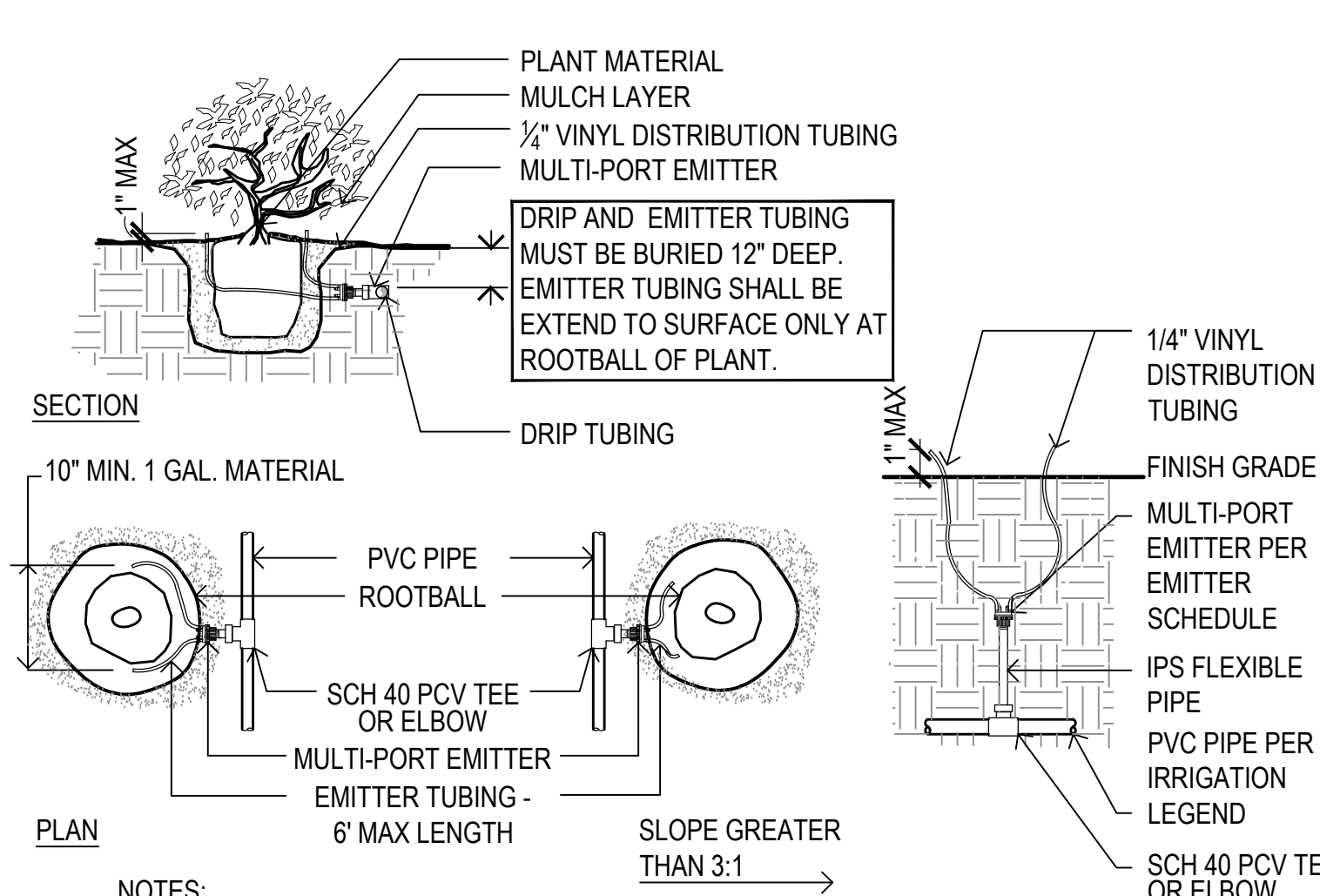
10 Pop-Up Spray Head

SCALE: N.T.S.



3 Lighting Arrestor Installation

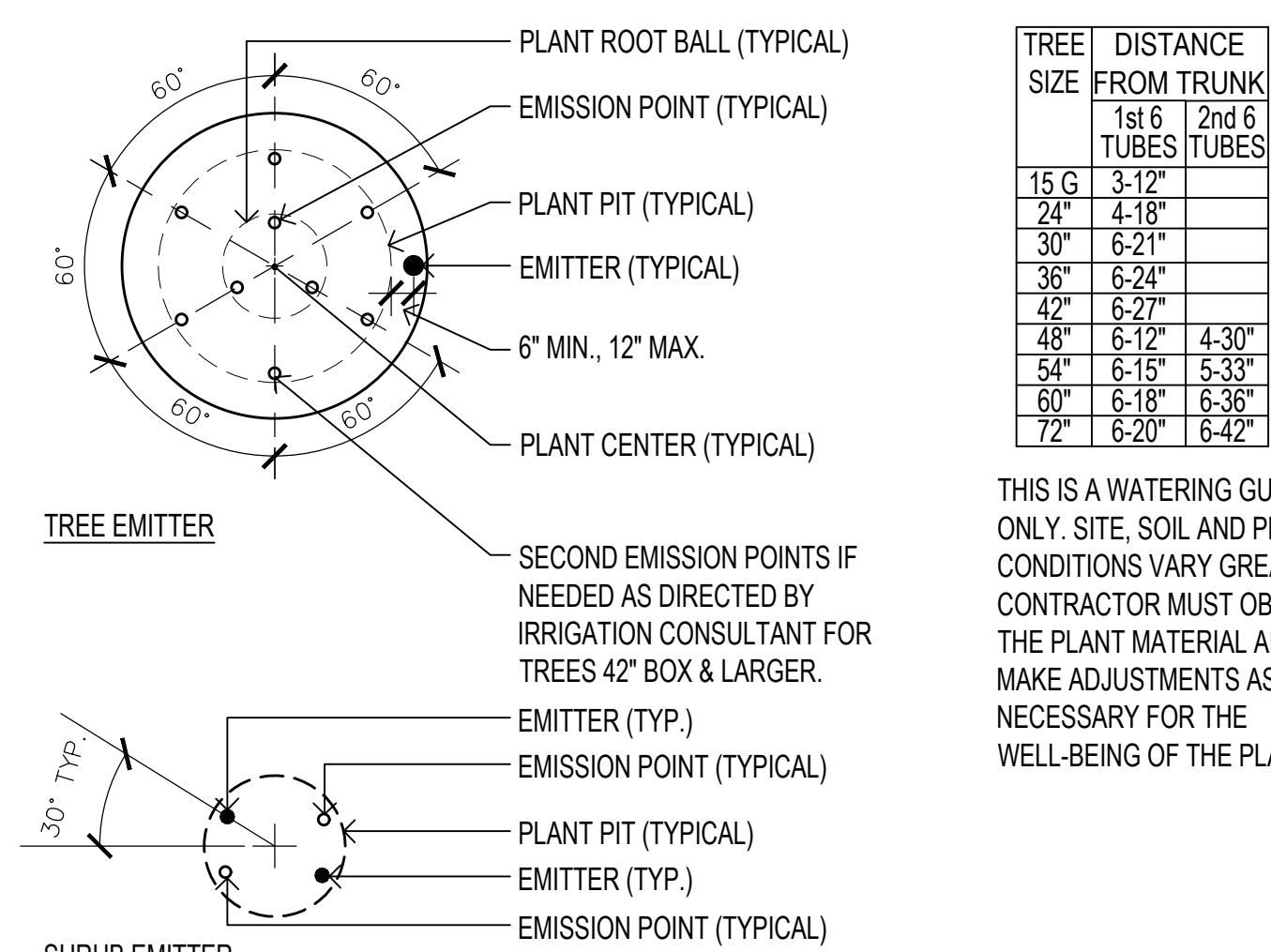
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NOTE:
AIR RELEASE ASSEMBLY TO BE LOCATED AT HIGHEST POINT OF ELEVATION OF MAINLINE PIPE.

11 Air Release Valve

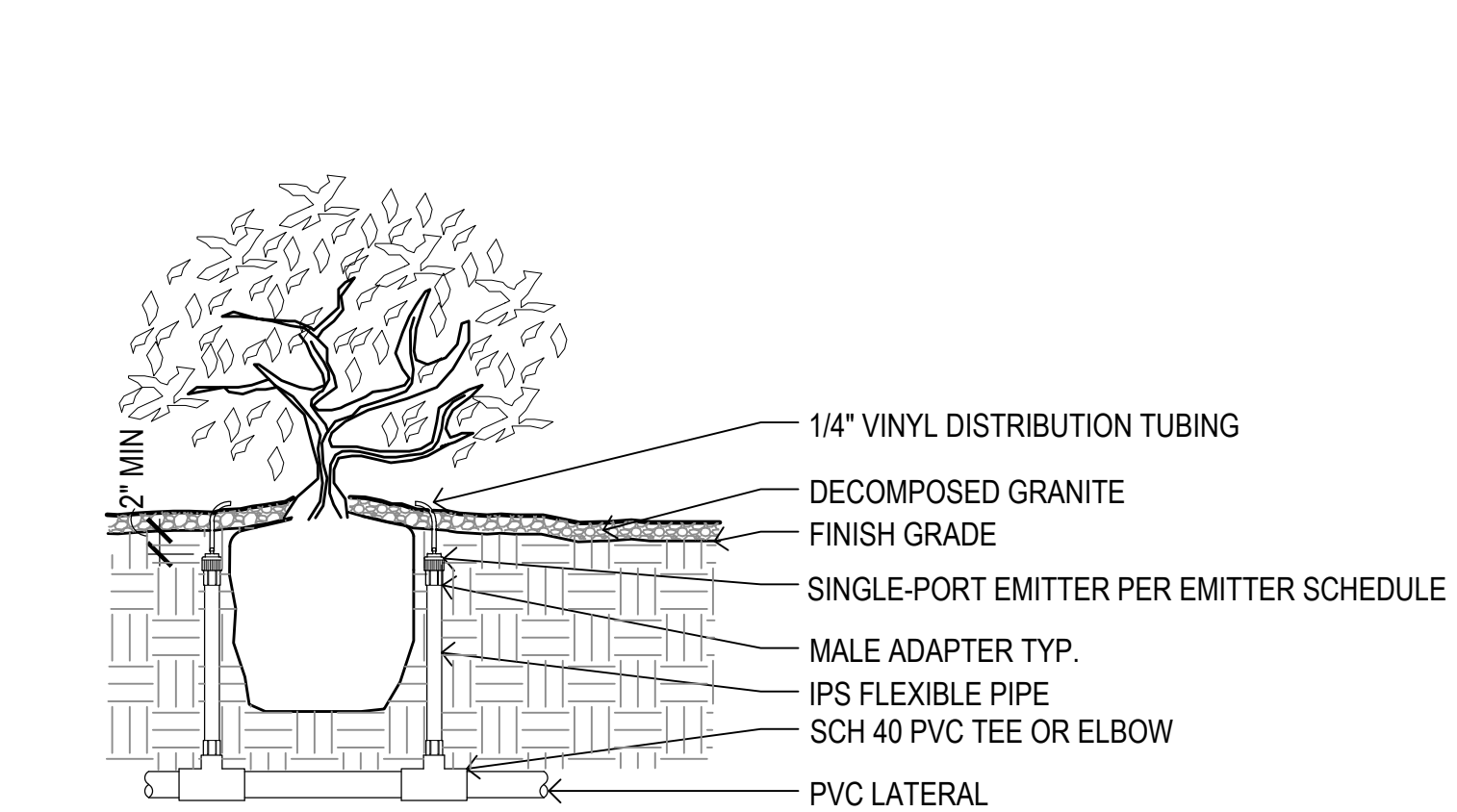
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NOTE:
ALL EMISSION POINTS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. DETAIL REPRESENTS TYPICAL INSTALLATION, ANY ADDITIONAL EMISSION POINTS SHALL BE WITHIN PLANT PIT PERIMETER.

4 Tree & Shrub Emitter Locations

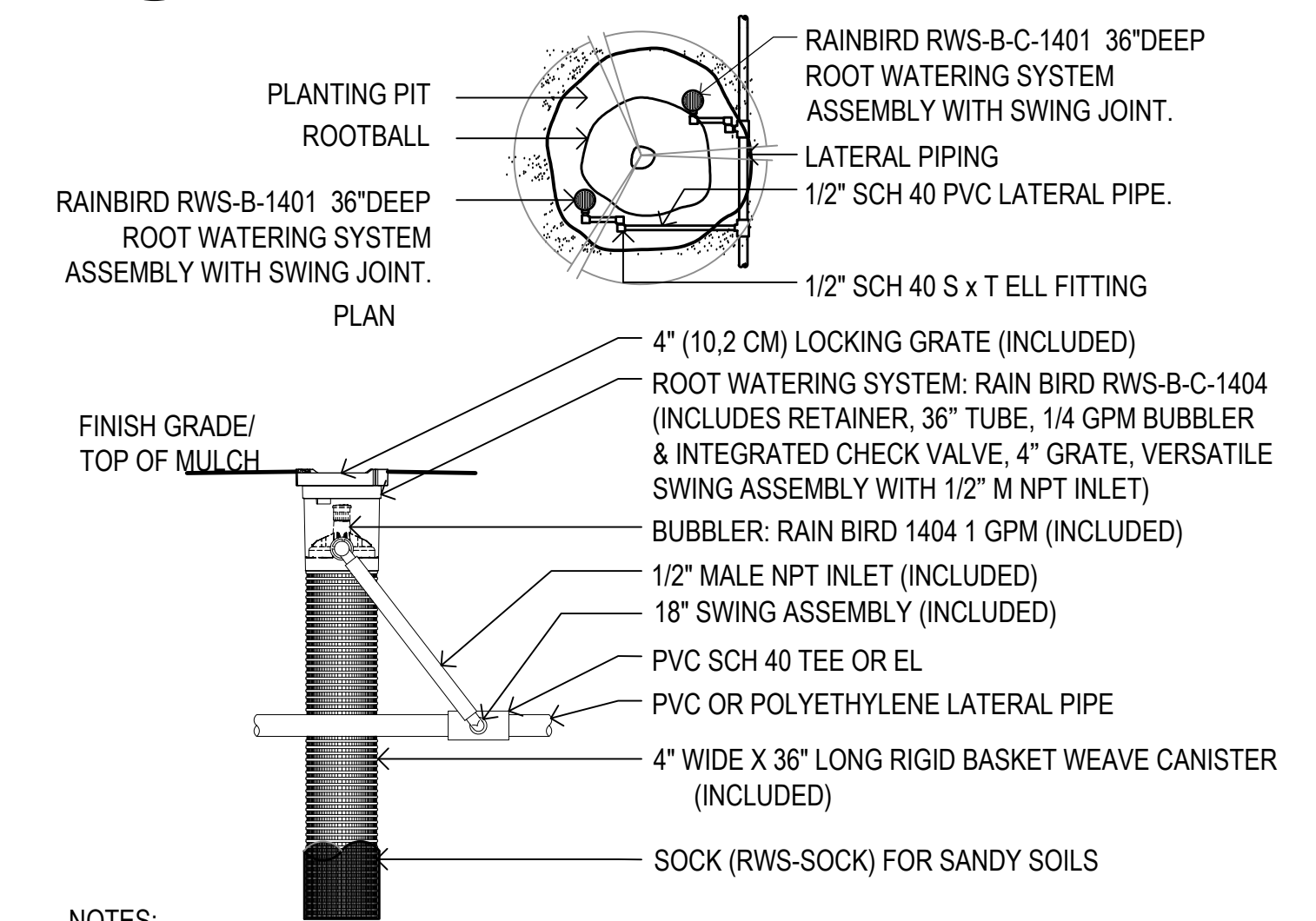
SCALE: N.T.S.



NOTES:
INSTALL PRESSURE COMPENSATING DRIP EMITTERS WITH DISTRIBUTION TUBES EQUALLY SPACED AROUND ROOTBALL. LOCATE EMITTER DISTRIBUTION TUBE ON UPHILL SIDE OF SLOPE. DISTRIBUTION TUBING TO BE INSTALLED SO THEY ARE VISIBLE NO GREATER THAN 1 INCH ABOVE FINISH GRADE. DETAIL REPRESENTS TYPICAL INSTALLATION, REFER TO IRRIGATION LEGEND FOR EMITTER QUANTITIES.

8 Single Drip Emitter

SCALE: N.T.S.



NOTES:
1. 4" GRATE IS ALSO AVAILABLE IN PURPLE (RWS-GRATE-P).
2. INSTALL PRODUCT SO THAT THE GRATE IS EVEN WITH FINISH GRADE OR TOP OF MULCH.
3. OPTIONAL SAND SOCK (RWS-SOCK) IS 34" IN LENGTH TO COVER MESH BASKET AREA.
4. WHEN INSTALLING IN EXTREMELY HARD OR CLAY SOILS, ADD 3/4" GRAVEL UNDER AND AROUND THE UNIT TO ALLOW FASTER WATER INFILTRATION AND ROOT PENETRATION.
5. ONCE RWS HAS BEEN INSTALLED FILL THE BASKET WITH PEA GRAVEL BEFORE LOCKING LID.

12 Tree Bubblers

SCALE: N.T.S.

SECTION 32 90 00 - PLANTING

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. LANDSCAPE FINE GRADING;
- B. SOIL PREPARATION;
- C. TREE SUPPORTS AND HEADERS;
- D. PLANTING;
- E. WATERING;
- F. MAINTENANCE.

1.02 DEFINITIONS:

PLANTS - ALL SHRUBS AND CACTI OTHER THAN TREES, AND TURF.

PLANT MATERIAL - ALL TREES, SHRUBS, SUCULENTS, CACTI, GROUND COVER, AND OTHER PLANTS.

1.03 RELATED WORK

CONTRACTOR: MINIMUM FIVE (5) YEARS EXPERIENCE IN SUPPLY AND INSTALLATION OF LANDSCAPE MATERIALS.

1.04 SOURCE QUALITY CONTROL

PROVIDE CERTIFICATES OF INSPECTION FOR ALL MATERIALS AS REQUIRED BY THIS SPECIFICATION AND/OR PREVAILING LAW OR REGULATION.

DEVELOPER'S REPRESENTATIVE SHALL REVIEW PLANT MATERIAL PRIOR TO PLANTING. ANY MATERIAL DEEMED UNACCEPTABLE SHALL BE REMOVED FROM THE SITE AND NOT PLANTED.

PROVIDE TREES AND SHRUBS GROWN IN A RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PROVIDE HEALTHY, UNDAMAGED, VIGOROUS STOCK GROWN UNDER CLIMATIC CONDITIONS SIMILAR TO CONDITIONS AT PROJECT SITE AND FREE OF DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS SUCH AS SUN-SCALD, KNOTS, INJURIES, ABRASIONS OR DISFIGUREMENTS. PROVIDE TREES AND SHRUBS OF THE SIZES INDICATED. TREES AND SHRUBS OF SIZES LARGER THAN THOSE INDICATED MAY BE USED PROVIDED ROOTS, ROOT BALL, STAKING AND PLANTING PITS ARE INCREASED PROPORTIONATELY.

1.05 REFERENCE STANDARDS

ANSI 60.1 - AMERICAN STANDARDS FOR NURSERY STOCK, INTERNATIONAL SOCIETY OF ARBORICULTURE.

1.06 SAMPLES

SUBMIT SAMPLES TO DEVELOPER'S REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK FOR THE FOLLOWING MATERIAL:

- A. TOPSOIL FOR BACKFILL MIX;
- B. MULCHES;
- C. TREE SUPPORTS;
- D. INERT GROUNDCOVERS;
- E. BOULDER;
- F. STEEL EDGING - SIX INCH (6") SAMPLE LENGTH.

THE DEVELOPER'S REPRESENTATIVE RESERVES THE RIGHT TO TAKE AND ANALYZE SAMPLES OF MATERIALS FOR CONFORMITY TO SPECIFICATION AT ANY TIME. FURNISH SAMPLES UPON REQUEST BY DEVELOPER'S REPRESENTATIVE.

1.07 PRODUCTS

SUBMIT MANUFACTURER'S COMPREHENSIVE PRODUCT DESCRIPTION, INCLUDING SPECIFICATIONS AND INSTALLATION INSTRUCTIONS TO DEVELOPER'S REPRESENTATIVE, A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK.

1.08 CERTIFICATES AND TEST REPORTS

PROVIDE AND PAY FOR ALL MATERIALS TESTING. TESTING AGENCY SHALL BE ACCEPTABLE TO DEVELOPER'S REPRESENTATIVE.

SUBMIT TO DEVELOPER'S REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK, TWO (2) COPIES OF CERTIFICATES OF INSPECTION AS REQUIRED BY THESE SPECIFICATIONS, JURISDICTIONAL AUTHORITIES, AND VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS, FERTILIZER MATERIALS, AND CHEMICALS. SUBMIT OTHER DATA SUBSTANTIATION THAT MATERIALS COMPLY WITH SPECIFIED REQUIREMENTS. CERTIFICATES ARE REQUIRED TO DETERMINE THE QUALITY AND QUANTITY OF ALL SPECIFIED SOIL AMENDMENTS.

MATERIALS CERTIFICATION TO BE SUBMITTED INCLUDE, BUT ARE NOT LIMITED TO:

- A. TOPSOIL, SOURCE AND NUTRIENT ANALYSIS;
- B. MULCH;
- C. FERTILIZERS/SOIL AMENDMENTS/CHEMICALS.

TEST REPRESENTATIVE MATERIAL SAMPLES PROPOSED FOR USE. PROVIDE THE FOLLOWING

DATA:

- A. TOPSOIL AND PLANTING BACKFILL;
- B. SOIL PH;
- C. PARTICLE SIZE, PERCENTAGE SOIL TEXTURE;
- D. PERCENTAGE ORGANIC MATERIAL;
- E. NUTRIENT LEVEL ANALYSIS;
- F. ALL MACRO, SECONDARY AND MICRONUTRIENTS;
- G. SALINITY;
- H. PERCOLATION RATE.

RECOMMENDATIONS ON TYPE AND QUANTITY OF AMENDMENTS REQUIRED TO BRING LEVELS INTO ACCEPTABLE RANGES AS DETAILED IN **PART 2 - PRODUCTS** OF MATERIALS OF THESE SPECIFICATIONS.

SEPARATE RECOMMENDATIONS TO BE SUBMITTED FOR EACH CROP. CROP TO BE IDENTIFIED AS:

- A. IRRIGATED TREES, SHRUBS, AND GROUNDCOVERS;
- B. TURF OR LAWN.

1.09 MAINTENANCE DATA

SUBMIT TO DEVELOPER'S REPRESENTATIVE TWO (2) COPIES OF WRITTEN INSTRUCTIONS, PRIOR TO EXPIRATION OF THE INITIAL MAINTENANCE PERIOD, RECOMMENDING PROCEDURES TO BE FOLLOWED BY THE DEVELOPER FOR THE MAINTENANCE OF LANDSCAPE WORK FOR ONE FULL YEAR.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

DELIVER PACKAGED MATERIALS IN CONTAINERS SHOWING WEIGHT, ANALYSIS AND IDENTIFICATION OF MANUFACTURER. PROTECT MATERIALS FROM ENVIRONMENTAL CONDITIONS AND DETERIORATION AT ALL TIMES.

PROVIDE PROTECTIVE COVERS TO PLANT LIFE AND TREES DURING DELIVERY. DO NOT PRUNE TREES PRIOR TO DELIVERY. DO NOT BEND TREES OR SHRUBS IN SUCH A MANNER AS TO CAUSE DAMAGE OR DESTROY SHAPE.

DELIVER MATERIALS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED. IF PLANTING IS DELAYED FOR MORE THAN EIGHT (8) HOURS AFTER DELIVERY, SET PLANT MATERIAL IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE AND KEEP ROOTS MOIST.

DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS UNTIL PLANTING TIME.

1.11 SITE CONDITIONS

DETERMINE LOCATION OF UNDERGROUND UTILITIES. USE PROFESSIONAL SERVICES TO DETERMINE LOCATIONS. EXECUTE WORK AS REQUIRED TO PREVENT DAMAGE.

MAINTAIN GRADE STAKES SET BY OTHERS UNTIL DIRECTED OTHERWISE.

PROTECT OF ALL EXISTING PLANTS TO REMAIN:

- A. DO NOT STORE MATERIALS OR EQUIPMENT, PERMIT BURNING, OR OPERATE OR PARK EQUIPMENT UNDER THE BRANCH OF ANY EXISTING PLANT, OR PLANT MATERIAL TO REMAIN EXCEPT AS ACTUALLY REQUIRED FOR CONSTRUCTION IN THOSE AREAS;
- B. PROVIDE BARRICADES, FENCES OR OTHER BARRIERS AS NECESSARY AT THE DRIP LINE TO PROTECT EXISTING PLANTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION;
- C. NOTIFY OWNER'S REPRESENTATIVE IN ANY CASE WHERE CONTRACTOR FEELS GRADING OR OTHER CONSTRUCTION CALLED FOR BY CONTRACT DOCUMENTS MAY DAMAGE EXISTING PLANTS TO REMAIN;
- D. IF EXISTING PLANTS TO REMAIN ARE DAMAGE DURING CONSTRUCTION, CONTRACTOR SHALL REPLACE SUCH PLANTS OF THE SAME SPECIES AND SIZE AS THOSE DAMAGED AT NO COST TO OWNER. DETERMINATION OF EXTENT OF DAMAGE AND VALUE OF DAMAGED PLANT SHALL REST SOLELY WITH OWNER'S REPRESENTATIVE.

1.12 WARRANTY

SUBMIT WARRANTY TO DEVELOPER'S REPRESENTATIVE.

TREES, SAGUAROS, YUCCAS, AND OCOTILLOS:

A. WARRANT THAT TREES, SAGUAROS, YUCCAS AND OCOTILLOS WILL BE ALIVE AND IN GOOD HEALTH FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE EXCEPT FOR DEFECTS RESULTING FROM NEGLIGENCE BY DEVELOPER OR ABUSE BY OTHERS.

B. DEVELOPER MUST FOLLOW CONTRACTOR'S MAINTENANCE SCHEDULE AND PROVIDE CURRENT MAINTENANCE LOG TO DEVELOPER'S REPRESENTATIVE.

C. REMOVE AND REPLACE DEAD, UNHEALTHY OR GIROLED TREES, YUCCAS AND OCOTILLOS THAT LOSE ORIGINAL FORM AND SIZE DURING WARRANTY PERIOD WITH MATERIAL EQUAL TO THAT SPECIFIED. REPLACE ANY MATERIAL WHICH DOES NOT MEET REQUIREMENTS WITHIN THIRTY DAYS OF NOTIFICATION. ALL REPLACEMENT MATERIAL SHALL BE SUBJECT TO AN ADDITIONAL ONE (1) YEAR MAINTENANCE PERIOD.

D. IF OLIVE TREES PRODUCE FRUIT WITHIN THE FIRST YEAR, ANY OLIVE TREE WHICH PRODUCES FRUIT SHALL BE REPLACED.

SHRUBS AND OTHER PLANTINGS*

A. GUARANTEE ALL OTHER PLANTING WILL BE ALIVE AND IN SATISFACTORY CONDITION FOR A PERIOD OF NINETY (90) DAYS FROM DATE OF ACCEPTANCE OR WILL BE REPLACED AT NO ADDITIONAL COST TO THE DEVELOPER.

B. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY, STURDY CONDITION DURING THE WARRANTY PERIOD BY THE CONTRACTOR. TURF SHALL BE MOWED AND TRIMMED WEEKLY AFTER ROOT ESTABLISHMENT.

C. ALL REPLACEMENT PLANTS, INCLUDING SHRUBS, CACTI, GROUNDCOVERS, VINES AND PERENNIALS SHALL BE SUBJECT TO AN ADDITIONAL NINETY (90) DAY MAINTENANCE PERIOD.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

PROVIDE DRY, LOOSE MATERIAL FOR FILL, BACKFILL, PLANTING BACKFILL AND TOPSOIL FOR PLANTER BEDS. FROZEN OR MUDDY SOILS ARE NOT ACCEPTABLE. SALTS ARE NOT TO EXCEED ONE THOUSAND FIVE HUNDRED (1,500) PPM, AND SOILS SHALL BE FREE OF DEBRIS, NOXIOUS WEEDS, INGREDIENTS OR OBJECTS DETRIMENTAL TO HEALTHY PLANT GROWTH.

TOPSOIL - SCREENED, FERTILE, FRIABLE, FROM WELL DRAINED ARABLE LAND, FREE OF NOXIOUS WEEDS, REFUSE, ROOTS, HEAVY CLAY OR ANY MATERIAL TOXIC TO PLANT GROWTH; CONTENTS SHALL BE AS FOLLOWS:

- SILT: 20-45%
- CLAY: 15-20%
- SAND: 30-60%
- PH: 7.0-8.3
- SOLUBLE SALTS: 1,500 PPM
- ORGANIC MATERIAL (NATURAL OR OTHERWISE): 2% MINIMUM
- NUTRIENTS: ENOUGH TO BRING LEVELS OF ACCEPTABLE PLANT GROWTH.

PERCOLATION RATE SHALL BE BETWEEN THREE INCHES (3") TO FOUR INCHES (4") PER HOUR. EXISTING TOPSOIL MAY BE USED PROVIDED IT MEETS THESE REQUIREMENTS. IMPORTED TOPSOIL MUST BE PROVEN TO MEET THESE REQUIREMENTS.

2.02 COMMERCIAL GRADE FERTILIZERS

AGRI-SUL, DISPERSAL - USE ONLY FOR SULFUR AGRICULTURE GRADE GYPSUM, OSMACOTE, 'SIERRA-BLEN', APPLY AT MANUFACTURER'S RECOMMENDED RATE FOR EACH PLANTING TYPE.

2.03 SOIL AMENDMENTS

WOOD SHAVINGS: NITROGEN STABILIZED FIR OR PINE SHAVINGS CONTAINING 0.75% TOTAL NITROGEN AND 0.1 TO 0.15% TOTAL IRON, AND UNDER SIXTY (60) PPM TOTAL MANGANESE, COMPOSTED, LEACHED AND AGED FOR A MINIMUM OF TEN (10) TO TWELVE (12) MONTHS; PH FACTOR, 4.0 TO 4.5. NO SOIL AMENDMENTS ARE REQUIRED FOR SALVAGED PLANT MATERIAL AND CACTI UNLESS OTHERWISE SPECIFIED.

2.04 TREE SUPPORTS

TREE STAKES: COPPER NAPHTHENATE IMPREGNATED LODGE POLE TWELVE FEET (12') IN LENGTH FOR TREES FIVE (5) GALLON TO THIRTY-SIX INCH (36") BOX, 2 LODGE POLES PER TREE, THREE (3) POLES FOR MULTI-TRUNK TREES. TREE STAKES ARE NOT REQUIRED FOR SALVAGED PLANT MATERIAL OR FORTY-EIGHT INCH (48") BOX TREES OR LARGER, UNLESS DETERMINED OTHERWISE BY LANDSCAPE ARCHITECT DUE TO HIGH WIND CONDITIONS.

TREE TIES: PROVIDE A MINIMUM OF TWO (2) PER TREE, EIGHTEEN INCH (18") TREE STRAP BY STAR NURSERY (WWW.STARNURSERY.COM) OR APPROVED EQUAL. BEIGE, WITH GROMMETS, NO TEN (10) GAUGE PLIABLE ZINC COATED IRON WIRE TO BE THREADED THROUGH GROMMETS AND CONNECTED TO TREE STAKES. WIRE WILL NOT MAKE CONTACT WITH TREE.

2.05 HERBICIDES

PRE-EMERGENT HERBICIDE SHALL BE SURFLAN AS MANUFACTURED BY DOWELANCO CHEMICAL COMPANY OR EQUAL.

2.06 PESTICIDES

SHALL BE ORTHO "LINDANE BORER AND LEAF MINER SPRAY" BY ORTHO, CONSUMER PRODUCTS DIVISION, CHEVRON CHEMICAL COMPANY, SAN FRANCISCO, CA 94119, or "BORER KILLER, BY GREENLIGHT COMPANY, SAN ANTONIO, TX 78217.

CONTACT HERBICIDE SHALL BE SUBMITTED BY CONTRACTOR TO DEVELOPER'S REPRESENTATIVE.

2.07 PLANT MATERIAL

HEALTHY, SHAPELY AND WELL-ROOTED. ROOTS SHALL SHOW NO EVIDENCE OF HAVING BEEN RESTRICTED OR DEFORMED AT ANY TIME. ALL PLANTS SHALL HAVE NORMALLY DEVELOPED BRANCHING. PLANTS SHALL BE FREE FROM DISFIGURING KNOTS, SUN SCALD INJURIES AND ABRASIONS OF BARK. PLANTS NOT MEETING THESE REQUIREMENTS SHALL BE CONSIDERED DEFECTIVE AND SHALL BE REPLACED IMMEDIATELY. ALL PLANTS SHALL BE TRUE TO NAME AND SHALL BE TAGGED, ONE (1) OF EACH VARIETY. ALL PLANT MATERIAL SHALL BE GROWN IN NURSERIES INSPECTED BY THE STATE DEPARTMENT OF AGRICULTURE.

SPECIMEN PLANT MATERIAL SHALL BE SELECTED AND TAGGED AT THE GROWERS NURSERY PRIOR TO SHIPMENT.

PLANTS SHALL BE MEASURED WHEN BRANCHES ARE IN THEIR NORMAL POSITION. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO MAIN BODY OF PLANT AND NOT BRANCH TIP TO TIP. CALIPER MEASUREMENT SHALL BE TAKEN AT A POINT ON THE TRUNK SIX INCHES (6") ABOVE NATURAL GROUND LINE FOR TREES UP TO FOUR INCHES (4") IN CALIPER AND AT A POINT TWELVE INCHES (12") ABOVE THE NATURAL GROUND LINE FOR TREES OVER FOUR INCHES (4") IN CALIPER. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN FORTY PERCENT (40%) OF THE PLANTS SHALL BE LARGE AS THE MAXIMUM SIZE SPECIFIED. THE MEASUREMENTS SPECIFIED ARE THE MINIMUM SIZE ACCEPTABLE AND ARE THE MEASUREMENTS AFTER PRUNING, WHERE PRUNING IS REQUIRED. PLANTS THAT MEET THE MEASUREMENTS SPECIFIED, BUT DO NOT POSSESS A NORMAL BALANCE BETWEEN HEIGHT AND SPREAD SHALL BE REJECTED.

CONTAINER STOCK, WHEN SPECIFIED, SHALL HAVE GROWN IN THE CONTAINERS IN WHICH DELIVERED FOR AT LEAST SIX (6) MONTHS, BUT NOT OVER TWO (2) YEARS. SAMPLES MUST PROVE NO ROOTBOUND CONDITIONS EXIST. NO CONTAINER PLANTS THAT HAVE CRACKED OR BROKEN BALLS OF EARTH WHEN TAKEN FROM CONTAINER SHALL BE PLANTED EXCEPT UPON SPECIAL APPROVAL BY OWNER'S REPRESENTATIVE. CONTAINER STOCK SHALL NOT BE PRUNED BEFORE DELIVERY. FIELD GROWN PLANTS RECENTLY TRANSPLANTED INTO CONTAINERS WILL NOT BE ACCEPTED.

SOD SHALL BE DENSE WITH THE GRASS HAVING BEEN MOWED AT A HEIGHT OF ONE INCH (1") PRIOR TO REMOVAL FROM FIELD. ALL GRASS SHALL BE GROWN ON FUMIGATED FIELDS. SOD SHALL NOT BE STACKED FOR MORE THAN 24 HOURS BETWEEN TIME OF CUTTING AND TIME OF DELIVERY

2.08 INERT GROUNDCOVER

INERT GROUNDCOVERS, INCLUDING BUT NOT LIMITED TO, DECOMPOSED GRANITE (D.G.), CRUSHED ROCK, AND RIVER ROCK SHALL HAVE A MINIMUM TWO INCHES (2") THICK COVERAGE, UNLESS NOTED OTHERWISE ON PLANS. INERTS SHALL BE THE SIZE AND COLOR AS PER PLAN, AND SHALL BE TAKEN FROM A SINGLE QUARRY.

2.09 EDGING

EDGING, INCLUDING BUT NOT LIMITED TO, POLY OR STEEL PRODUCT, SHALL BE OF THE SIZE (GAUGE AND DEPTH) SPECIFIED ON PLANS AND DRAWINGS. SAMPLES SHALL BE SUBMITTED BY CONTRACTOR FOR APPROVAL.

PART 3 - EXECUTION

3.01 GENERAL

INSTALL ALL MATERIAL IN ACCORDANCE WITH THE METHODS, TECHNIQUES AND SPECIFICATIONS OF EACH MANUFACTURER AND THESE SPECIFICATIONS. DO NOT BEGIN PLANTING UNTIL COMPLETION OF THE SITE GRADING AND INSTALLATION OF A FULLY FUNCTIONAL UNDERGROUND IRRIGATION SYSTEM IS IN PLACE.

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

INSPECT THE INTEGRITY OF ALL DAMP-PROOFING AND WATER PROOFING MEMBRANES WHICH OCCUR OVER, ON OR AGAINST ANY CONSTRUCTION TO BE FULLY OR PARTIALLY CONCEALED BY EARTHWORK PRIOR TO THE PLACEMENT OF ANY IMPORTED SOIL, BACKFILL, GRAVEL FILL OR SUB-BASE.

3.03 TOPSOIL

IMPORT ADDITIONAL TOPSOIL ONLY AS REQUIRED TO BRING PLANTING AREAS UP TO FINISH GRADE OR PER TURF OR PLANTING BED REQUIREMENTS. SPREAD AND CULTIVATE SOIL SO THAT NO SETTLING TAKES PLACE AT ANY TIME.

3.04 LANDSCAPE FINE GRADING

ALLOW FOR THE ADDITION OF SOIL AMENDMENTS, CONDITIONERS AND ANY SPECIFIED TOP DRESSING WHEN DETERMINING AND EXECUTING FINISH GRADE. SET FINISH GRADE TWO AND ONE HALF INCHES (2 1/2") BELOW ADJACENT PAVING, CURB AND HEADERS TO ALLOW FOR DECOMPOSED GRANITE, GROUNDCOVER MULCH OR TURF SOD.

COMPLETE ALL FINISH GRADING PRIOR TO PLANTING. CULTIVATE ALL AREAS SO THAT THERE ARE NO HUMPS OR HOLLOW, AND THE AREA DRAINS AS DESIGNED. GRADE AND MAINTAIN ALL FLOW LINES, DESIGNATED OR NOT, TO ALLOW FREE FLOW OF SURFACE WATER. CULTIVATE ENTIRE AREA TO A DEPTH OF SIX INCHES (6") MINIMUM AND REMOVE ALL ROCK IN EXCESS IF ONE AND ONE HALF INCHES (1 1/2"), ALL BUILDING RUBBLE, BUILDING CONSTRUCTION MATERIAL, WASTE AND ANY OTHER MATERIAL THAT MAY IMPAIR SATISFACTORY GROWTH.

3.05 INERT GROUNDCOVERS

APPLY INERT GROUNDCOVERS TO A TWO INCH (2") DEPTH WITHIN ONE HALF INCH (1/2") OF THE TOP OF ADJACENT CURB OR SIDEWALK.

3.06 HERBICIDE APPLICATION

ALL AREAS SHALL BE MAINTAINED WEED-FREE AT ALL TIMES DURING CONSTRUCTION.

DO NOT APPLY PRE-EMERGENT HERBICIDES AT LOCATIONS OF REVEGETATION SEEDING. THE CONTRACTOR SHALL MANUALLY REMOVE INVASIVE WEEDS WITHIN THESE AREAS.

3.07 TREE SUPPORT

INSTALL TREE SUPPORTS AS SHOWN ON THE DRAWINGS WITHIN FORTY-EIGHT (48) HOURS OF PLANTING.

TREE SUPPORTS SHALL BE INSTALLED TO PREVENT RUBBING AND GIRDLING, YET ALLOW FOR TRUNK MOVEMENT. TREE TIES THAT ENCROLE TRUNKS SHALL BE LARGE ENOUGH TO ALLOW FOR NORMAL GROWTH OF THE TRUNK DURING THE FIRST YEAR WITHOUT GIRDLING.

3.08 TREES, SHRUBS, AND VINES

LAYOUT PLANT LOCATIONS WITH STAKES OR FLAGS PRIOR TO PLANTING. COORDINATE WITH DEVELOPER'S REPRESENTATIVE TO ASSURE APPROPRIATE LOCATION.

TEST DRAINAGE OF PLANT BEDS AND PITS BY FILLING WITH WATER. NOTIFY DEVELOPER'S REPRESENTATIVE OF AREAS WHERE WATER IS RETAINED MORE THAN TWENTY-FOUR (24) HOURS AND REQUEST A HARDPAN PLANTING DETAIL.

WHERE ROCK, UNDERGROUND CONSTRUCTION OR OTHER DETRIMENTAL CONDITIONS ARE ENCOUNTERED AT PLANT PITS, DEVELOPER'S REPRESENTATIVE MAY SELECTIVE ALTERNATE LOCATION.

DO NOT EXPOSE ROOTS TO AIR EXCEPT DURING TRANSPLANTING. SET TOP OF PLANTS AT SAME LEVEL WHEN PLANTED AS IN THE CONTAINER

DIG PITS WITH PERPENDICULAR SIDES TO A MINIMUM OF TWO (2) TO THREE (3) TIMES THE WIDTH (SEE DETAILS) OF THE ROOT BALL FOR CONTAINERIZED TREES AND SHRUBS. DIG PITS ONLY AS DEEP AS THE ROOT BALL TO PREVENT SETTLING OF THE TREE OR SHRUB.

3.09 BACKFILLING

BACKFILL PLANT PITS AND FORM A TEMPORARY SHALLOW BASIN AROUND THE PLANT TO HOLD ENOUGH WATER TO SATURATE THE ROOT BALL AND BACKFILL. WATER PLANTS IMMEDIATELY AFTER PLANTING AND ALLOW BACKFILL TO SETTLE IN PLANT PIT. DO NOT WATER OCOTILLOS AFTER PLANTING. REMOVE BASIN PRIOR TO INSTALLATION OF INERT GROUNDCOVERS OR TURF.

TREAT ALL PLANTING AREAS WITH A PRE-EMERGENT, WITH THE EXCEPTION OF THE REVEGETATED SEED AREAS.

3.10 ANNUALS

AT TIME OF TRANSPLANTING, SOIL IN FLATS SHALL BE SUFFICIENTLY MOIST SO AS NOT TO FALL APART WHEN LIFTING PLANTS. PLANT EACH PLANT WITH ITS PROPORTIONATE AMOUNT OF THE FLAT SOIL IN A MANNER THAT WILL ENSURE A MINIMUM DISTURBANCE TO THE ROOT STRUCTURE.

PLANT FLAT MATERIAL SUFFICIENTLY DEEP TO COVER ALL ROOTS. FIRMLY TAMP THE EARTH AROUND EACH PLANT TO FORCE OUT LARGE AIR POCKETS.

3.11 SOD

SOIL PREPARATION
PROVIDE SOIL WITH AN ORGANIC MATTER CONTENT OF TWENTY-FIVE PERCENT (25%) TO THIRTY PERCENT (30%). INCORPORATE INTO SOIL BY TILLING THE SOIL TO A DEPTH OF SIX INCHES (6") THOROUGHLY. REMOVE DEBRIS, WEEDS AND ROCKS FROM SOIL.

SOIL AMENDMENTS
PRIOR TO TILLING, APPLY GYPSUM AT A RATE OF ONE HUNDRED (100) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET, PHOSPHATE AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET AND SOIL SULFUR AT FIVE POUNDS PER ONE THOUSAND (1,000) SQUARE FEET.

SOD INSTALLATION
INSTALL SOD ALONG THE STRAIGHTEST EDGE OF TURF AREA. STAGGER JOINTS IN A BRICK-LIKE PATTERN. AVOID GAPS AND OVERLAPPING. PLACE SOD DIAGONALLY ACROSS SLOPES, SO IT CANNOT SLIDE, AND SO THAT IT PROVIDES COMPLETE COVER WITH NO BROWN SECTIONS OR CRACKS SHOWING. WATER SOD AT LEAST EVERY THIRTY (30) MINUTES. AFTER INSTALLATION, WATER LIGHTLY AND ROLL IN TWO (2") DIRECTIONS WITH A SOD ROLLER.

3.12 WATERING

WATER ALL PLANTS IMMEDIATELY AFTER PLANTING TO AVOID DRYING OUT, TO THE FULL DEPTH, SATURATING THE ROOT BALL OF EACH PLANT HOLE.

REPEAT WATERING AS OFTEN AS NECESSARY TO KEEP THE GROUND MOIST BUT NOT SOAKED, WELL BELOW THE ROOT SYSTEM OF THE PLANTS.

3.13 CLEAN UP

KEEP ALL AREAS CLEAN AND ORDERLY DURING AND AFTER EXECUTION OF WORK.

3.14 PRUNING

PRUNE SHRUBS AND TREES UPON COMPLETION OF THE WORK, ACCORDING TO STANDARD HORTICULTURAL PRACTICES TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES AND TO REPAIR OR REPLACE INJURED PLANTS AS DIRECTED. LIMIT PRUNING ONLY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES AND TO COMPENSATE FOR LOSS OF ROOTS AS A RESULT OF PLANTING OPERATIONS.

3.15 MAINTENANCE PERIOD

UPON SUBSTANTIAL COMPLETION, AS DETERMINED BY THE DEVELOPER'S REPRESENTATIVE, IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT, THE CONTRACTOR SHALL BE NOTIFIED IN WRITING THAT THE MAINTENANCE PERIOD IS TO BEGIN.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF LANDSCAPED AREAS FOR A PERIOD OF NINETY (90) DAYS. MAINTENANCE INCLUDES WATERING TREES AND GRASSES, MONITORING AND ADJUSTING THE IRRIGATION SYSTEM AS NECESSARY, MOWING AND TRIMMING LAWN AREAS, PRUNING AND TRIMMING PLANT MATERIAL, WEED REMOVAL AND CULTIVATING PLANT BEDS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SPRINKLER IRRIGATION SYSTEM, INCLUDING MONITORING AND ADJUSTING THE DURATION AND FREQUENCY OF THE WATERING SCHEDULE, ADJUSTMENT OF HEADS FOR COVERAGE AND ELEVATION, REPAIR OF LEAKS IN BOTH MAIN AND LATERAL LINES, AND ALL OTHER WORK REQUIRED TO ESTABLISH A COMPLETE WORKING SPRINKLER IRRIGATION SYSTEM.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF NEW PLANTING, INCLUDING WEEDING, MULCHING, RE-STAKING, TIGHTENING AND REPAIRING GUYS, RESETTling PLANTS TO PROPER GRADES AND POSITION, MAINTENANCE OF TEMPORARY TREE WELLS AND FURNISHING AND SUPPLYING ALL FERTILIZERS, HERBICIDES AND PESTICIDES TO MAINTAIN A THRIVING LANDSCAPE.

LANDSCAPE CONTRACTOR, IN ORDER TO PROTECT HIS GUARANTEE, SHALL GIVE TYPEWRITTEN TO DEVELOPER, A COMPLETE MAINTENANCE INSTRUCTION BOOKLET IN THE CARE AND FEEDING OF THE LANDSCAPE.

LANDSCAPE CONTRACTOR SHALL REQUEST, IN WRITING, A FINAL INSPECTION AT THE COMPLETION OF THE MAINTENANCE PERIOD. IF THE DEVELOPER'S REPRESENTATIVE DETERMINES THE WORK IS SATISFACTORY, THE MAINTENANCE PERIOD WILL END ON THE DATE OF THE FINAL INSPECTION. IF THE MAINTENANCE IS UNSATISFACTORY, THE MAINTENANCE PERIOD WILL BE EXTENDED AT THE CONTRACTOR'S EXPENSE, UNTIL SUCH TIME AS ALL CORRECTIONS ARE MADE AND THE WORK IS INSPECTED AND APPROVED BY THE DEVELOPER'S REPRESENTATIVE. RETENTION WILL NOT BE RELEASED UNTIL FINAL INSPECTION IS MADE AND APPROVAL ISSUED BY THE DEVELOPER'S REPRESENTATIVE.

3.16 FIELD QUALITY CONTROL

NOTIFY DEVELOPER'S REPRESENTATIVE OF THE REQUIREMENT FOR INSPECTIONS AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE. INSPECTIONS ARE REQUIRED, BUT NOT LIMITED TO, THE FOLLOWING:

- A. INSPECTION AND ACCEPTANCE OF PLANT MATERIAL PRIOR TO SHIPPING;
- B. AT COMPLETION OF ROUGH GRADE PRIOR TO BOULDER PLACEMENT;
- C. AT COMPLETION OF LANDSCAPE FINISH GRADING AND SOIL PREPARATION, PRIOR TO PLANTING;
- D. AT LAYOUT OF IRRIGATION SYSTEM, PRIOR TO INSTALLATION OF IRRIGATION SYSTEM;
- E. AT INSTALLATION OF IRRIGATION SYSTEM, PRIOR TO BACKFILLING TRENCHES AND PLANTING;
- F. DURING INSTALLATION OF SPECIMEN TREE, PALM OR OTHER SPECIMEN PLANT MATERIAL;
- G. AFTER STAKING LOCATIONS FOR PLANT HOLES, BUT PRIOR TO PLANTING;
- H. DURING THE PLANTING PROCESS;
- I. DURING THE PLACEMENT AND AIMING OF ALL LIGHT FIXTURES;
- J. AT SUBSTANTIAL COMPLETION OF THE WORK;
- K. DURING WARRANTY PERIOD TO OBSERVE MAINTENANCE PROCEDURES;
- L. AT FINAL COMPLETION OF THE WORK.



Revisions



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LA8.1

SECTION 32 80 00 - IRRIGATION

PART I - GENERAL

1.01 WORK INCLUDED

WORK OF THIS SECTION GENERALLY INCLUDES A PROVISION FOR AN UNDERGROUND IRRIGATION SYSTEM INCLUDING THE FOLLOWING:

- TRENCHING, STOCKPIILING, EXCAVATION OF MATERIALS, AND REFILLING TRENCHES; COMPLETE SYSTEMS INCLUDING BUT NOT LIMITED TO FURNISHING AND INSTALLING PIPING, BACKFLOW PREVENTER, ASSEMBLIES, VALVES, FITTINGS, HEADS, CONTROLLER WIRING, AND FINAL ADJUSTMENTS TO ENSURE EFFICIENT COVERAGE AS DETERMINED BY CONSULTANT;
- BORING UNDER EXISTING PAVING FOR PIPING AND R.C. WIRING WHERE INDICATED ON PLANS; COORDINATION AND COSTS OF WATER METERS, TAPS AND WATER CONNECTIONS; REPLACEMENTS OF UNSATISFACTORY MATERIALS;
- CLEAN-UP, INSPECTION, AND APPROVAL; TESTS.

1.02 REFERENCES

PERFORM WORK IN ACCORDANCE WITH APPLICABLE LAWS, CODES, ORDINANCES, RULES AND REGULATIONS. CONFORM TO REQUIREMENTS OF REFERENCE INFORMATION LISTED BELOW, EXCEPT WHERE MORE STRINGENT REQUIREMENTS ARE SHOWN OR SPECIFIED IN CONTRACT DOCUMENTS.

- A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - SPECIFICATIONS AND TEST METHODS SPECIFICALLY REFERENCED IN THIS SECTION.
- B. UNDERWRITERS LABORATORIES (UL) - UL WIRES AND CABLES.
- C. UNIFORM PLUMBING CODE.
- D. DIVISION OF INDUSTRIAL SAFETY.

1.03 QUALITY ASSURANCE

INSTALLER QUALIFICATIONS - INSTALLER SHALL HAVE HAD CONSIDERABLE EXPERIENCE AND DEMONSTRATED ABILITY IN THE INSTALLATION OF IRRIGATION SYSTEM(S) OF SPECIFIED TYPE(S) IN A NEAT, ORDERLY, AND RESPONSIBLE MANNER IN ACCORDANCE WITH RECOGNIZED STANDARDS OF WORKMANSHIP. TO DEMONSTRATE ABILITY, EXPERIENCE AND FINANCIAL STABILITY NECESSARY FOR THIS PROJECT, SUBMIT IF REQUESTED BY CONSULTANT, PRIOR TO CONTRACT AWARD THE FOLLOWING:

- LIST OF THREE (3) PROJECTS COMPLETED IN THE LAST 2 YEARS OF SIMILAR COMPLEXITY TO THIS PROJECT. DESCRIPTION OF PROJECTS SHALL INCLUDE:
- A. NAME OF PROJECT;
 - B. LOCATION;
 - C. OWNER;
 - D. BRIEF DESCRIPTION OF WORK AND PROJECT BUDGET;
 - E. CURRENT COMPANY FINANCIAL STATEMENT.

SPECIAL REQUIREMENTS:

- A. TOLERANCES - SPECIFIED DEPTHS OF PRESSURE SUPPLY PIPES AND LATERALS AND PITCH OF PIPES ARE MINIMUMS. SETTLEMENT OF TRENCHES IS CAUSE FOR REMOVAL OF FINISH GRADE TREATMENT, REFILLING, RECOMPACTION, AND REPAIR OF FINISHED GRADE TREATMENT;
- B. COORDINATION WITH OTHER CONTRACTS - PROTECT, MAINTAIN, AND COORDINATE WORK WITH TASKS UNDER OTHER SECTIONS;
- C. DAMAGE TO OTHER IMPROVEMENTS - CONTRACTOR SHALL REPLACE OR REPAIR DAMAGE TO GRADING, SOIL, PREPARATION, SEEDING, SODDING, OR PLANTING DONE UNDER OTHER SECTIONS DURING WORK ASSOCIATED WITH INSTALLATION OF IRRIGATION SYSTEM AT NO ADDITIONAL COST TO THE OWNER;
- D. WORK INVOLVING SUBSTANTIAL PLUMBING FOR INSTALLATION OF BACKFLOW PREVENTERS, COPPER SERVICE, AND RELATED WORK SHALL BE EXECUTED BY LICENSED AND BONDED PLUMBER(S), PERFORMED IN ACCORDANCE WITH ALL PREVAILING CODES AND REGULATIONS;
- E. WORK INVOLVING CONNECTION TO, INSTALLATION, OR EXTENSION OF 120-VOLT OR GREATER ELECTRICAL SERVICE SHALL BE EXECUTED BY A LICENSED AND BONDED ELECTRICIAN, PERFORMED IN ACCORDANCE WITH ALL PREVAILING CODES AND REGULATIONS;
- F. FOLLOW CURRENT PRINTED SPECIFICATIONS AND DRAWINGS IN CASES WHERE MANUFACTURERS COVER ITEMS OR INFORMATION NOT SPECIFIED OR SHOWN IN THE CURRENT DOCUMENTS.

NOTHING IN THESE DRAWINGS IS CONSTRUED TO PERMIT WORK NOT CONFORMING TO CODE. SHOULD THESE CONTRACT DOCUMENTS BE AT VARIANCE WITH RULES & REGULATIONS LISTED ABOVE, THE CONTRACTOR SHOULD NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.

DUE TO THE SCALE OF THE DRAWINGS, IT IS IMPOSSIBLE TO TO SHOW ALL OFFSETS, FITTINGS, SLEEVES, ETC, WHICH MAY BE REQUIRED. CAREFULLY INVESTIGATE THE CONDITIONS AFFECTING THE WORK AND PLAN ACCORDINGLY, AND FURNISH REQUIRED MATERIALS. INSTALL SYSTEM TO AVOID CONFLICTS WITH PLANTING, UTILITIES, AND ARCHITECTURAL FEATURES.

1.04 SUBMITTALS

PREPARE AND MAKE SUBMITTALS FOR EACH OF THE FOLLOWING, IN ACCORDANCE WITH CONDITIONS OF THE CONTRACT PRIOR TO INSTALLATION:

- A. IRRIGATION CONTROLLER;
- B. BACKFLOW PREVENTER CHECK VALVE;
- C. GATE VALVES;
- D. PIPES AND FITTINGS;
- E. REMOTE CONTROL VALVES;
- F. VALVE BOXES;
- G. QUICK COUPLING VALVES;
- H. SPRINKLER HEADS;
- I. LOW VOLTAGE WIRES AND CONNECTORS.

PROJECT RECORD DRAWINGS (AS-BUILTS):

- A. AT ONSET OF IRRIGATION INSTALLATION THE CONTRACTOR SHALL SECURE FROM THE LANDSCAPE ARCHITECT ONE CLEAN BOND COPY OF IRRIGATION PLAN, TO USE AS PROJECT RECORD PRINT. AT END OF EVERY DAY, REVISE PROJECT RECORD PRINT FOR ALL WORK ACCOMPLISHED THAT DAY IN RED INK. PROJECT RECORD PRINT SHALL BE BROUGHT UP-TO-DATE AT CLOSE OF WORKING DAY ON EVERY FRIDAY BY A QUALIFIED DRAFTSPERSON. ONE UP-TO-DATE PRINT SHALL BE MAILED TO CONSULTANT EACH WEEK. THE PROJECT RECORD PRINT PLAN(S) SHALL BE AVAILABLE AT THE PROJECT SITE FOR REVIEW. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL SUBMIT PROJECT RECORD PRINT FOR REVIEW, PRIOR TO FINAL ACCEPTANCE. DIMENSION FROM TWO PERMANENT POINTS OF REFERENCE, (BUILDING CORNERS, SIDEWALKS, ROAD INTERSECTIONS, OR PERMANENT STRUCTURES), LOCATION OF THE FOLLOWING ITEMS:
 - 1. CONNECTION TO EXISTING WATER PIPES;
 - 2. ROUTING OF PRESSURE SUPPLY PIPES (DIMENSION EVERY 100 FEET ALONG THE ROUTING);
 - 3. ELECTRIC CONTROL VALVES;
 - 4. QUICK COUPLING VALVES;
 - 5. DRIP FLUSH ASSEMBLY;
 - 6. CONTROL WIRE ROUTING (IF NOT WITH PRESSURE SUPPLY PIPE);
 - 7. OTHER RELATED EQUIPMENT AS DIRECTED BY CONSULTANT.

CONTRACTOR SHALL PROVIDE A DIGITAL VERSION OF THE PROJECT RECORD PRINT WITH ALL CHANGES, ADDITIONS AND MODIFICATIONS PERFORMED DURING THE PROJECT INSTALLATION. THIS DIGITAL FILE SHALL BE COMPATIBLE WITH THE ADOBE® ACROBAT® FORMAT (ALSO KNOWN AS PORTABLE DOCUMENT FORMAT OR PDF), AND SUBMITTED ON A SINGLE-SESSION, CLOSED CD-ROM DISC IN THE ISO-9660 FORMAT TO CONSULTANT. EACH SHEET IS TO BE SAVED INTO SEPARATE PDF FILES.

CONTRACTOR SHALL ALSO PROVIDE BOTH A HARD COPY AND ELECTRONIC FORM VERSION OF THE CONTROLLER DATA SHEETS TO THE CONSULTANT. HARD COPY AND ELECTRONIC FORMS SHALL BE PROVIDED TO THE CONTRACTOR BY IRRIGATION CONSULTANT.

SEVERAL VENDORS PROVIDE FOR THE SCANNING OF OVERSIZE DOCUMENTS SUCH AS PLANS INTO THE ADOBE® ACROBAT® FORMAT. IF REQUIRED, CONTACT IRRIGATION CONSULTANT FOR RECOMMENDED VENDORS.

CONSULTANT WILL NOT CERTIFY ANY PAY REQUEST SUBMITTED BY THE CONTRACTOR IF THE AS-BUILT DRAWINGS ARE NOT CURRENT, AND PROCESSING OF PAY REQUEST WILL NOT OCCUR UNTIL AS-BUILTS ARE UPDATED. ALSO, IF DATA SHEETS AND AS-BUILT DRAWINGS ARE NOT GIVEN TO THE CONSULTANT WITHIN THE SPECIFIED TIME FRAME, CONSULTANT SHALL COLLECT THE DATA FOR PROGRAMMING PURPOSES, AND CHARGE THE CONTRACTOR FOR TIME AND MATERIALS.

PRIOR TO SCHEDULING WALK-THROUGH FOR SUBSTANTIAL COMPLETION, CONTRACTOR IS TO SUBMIT ALL AS-BUILT INFORMATION TO THE CONSULTANT FOR APPROVAL.

CONTROLLER CHARTS - DO NOT PREPARE CONTROLLER CHARTS UNTIL RECORD (AS-BUILT) DRAWINGS HAVE BEEN APPROVED BY THE CONSULTANT.

PROVIDE CONTROLLER CHART, AUTOMATIC CONTROLLER.

- A. CONTROLLER DRAWING MAY BE SAME SIZE REPRODUCTION OF THE RECORD DRAWING, IF SCALE PERMITS FITTING THEM INSIDE THE CONTROLLER DOOR WITHOUT FOLDING DRAWING. IF PHOTO REDUCTION PRINTS ARE REQUIRED, KEEP REPRODUCTION TO MAXIMUM SIZE POSSIBLE TO RETAIN FULL LEGIBILITY. CHART MAY ALSO BE CONTROLLER DATA SHEET AS FOR CENTRAL-SATELLITE SYSTEMS, IF APPROVED BY CONSULTANT.
- B. CONTROLLER CHART SHALL BE BOND PRINT OF ACTUAL AS-BUILT SYSTEM, SHOWING AREA COVERED BY THAT CONTROLLER, OR CONTROLLER DATA SHEET SHOWING INFORMATION ON EACH STATION, AND WITH COMPLETE DESCRIPTION OF EACH STATION'S LOCATION.
- C. IDENTIFY AREA OF COVERAGE OF EACH REMOTE CONTROL VALVE, USING A DISTINCTLY DIFFERENT PASTEL COLOR FOR EACH ZONE. HIGHLIGHT HEADS, LATERAL PIPING, AND CONTROL VALVES.
- D. FOLLOWING REVIEW OF CONTROLLER DRAWINGS BY CONSULTANT, HERMETICALLY SEAL EACH CHART BETWEEN TWO (2) LAYERS OF TWENTY (20) MM THICK CLEAR PLASTIC.
- E. CONTROLLER CHART SHALL BE COMPLETED AND APPROVED BY CONSULTANT PRIOR TO FINAL COMPLETION WALK-THROUGH OF IRRIGATION SYSTEM.
- F. ATTACH APPROVED CONTROLLER CHART TO INSIDE OF EACH CONTROLLER DOOR USING SELF ADHESIVE VELCRO STRIPS.

CENTRAL CONTROL SYSTEM PROCEDURES: (IF SHOWN ON PLANS):

- A. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND INSTALL ALL SPECIFIED CENTRAL CONTROL EQUIPMENT TO RESULT IN A COMPLETE AND WORKING SYSTEM, WHETHER OR NOT ALL APPURTENANCES ARE SHOWN ON PLANS. SYSTEM SHALL INCLUDE CENTRAL COMPUTER, DATA OUTPUT UNIT (CCU); SATELLITE CONTROLLERS; ALL GROUNDING AND SURGE PROTECTION; RADIO EQUIPMENT IF SPECIFIED; COMMUNICATION CABLE WIRING IF SPECIFIED; MASTER VALVES AND FLOW SENSORS IF SPECIFIED; AND WEATHER STATION IF SPECIFIED.
- B. FOLLOWING INSTALLATION OF EACH CONTROLLER, CONTRACTOR SHALL RECORD ALL STATION DATA ON A "DATA SHEET" PROVIDED BY THE CONSULTANT. THIS DATA SHALL INCLUDE THE TYPE AND QUANTITY OF IRRIGATION DEVICES ON EACH STATION, NOZZLE TYPE, ARC, AREA OF CONTROL (TURF, TREES, SHRUBS, ETC), VALVE SIZE, GPM, LOCATION, ETC. AS SHOWN ON THE DATA SHEET.
- C. PRIOR TO FINAL WALK-THROUGH FOR EACH AREA OF THE PROJECT, CONTRACTOR SHALL CONFIRM THAT THE FOLLOWING HAS BEEN ACCOMPLISHED:
 - 1. CONSTRUCTION RECORD DRAWINGS PER SECTION 1.04.1;
 - 2. DATA SHEETS FOR CONTROLLERS;
 - 3. PROPER COMMUNICATION BETWEEN COMPUTER AND OUTPUT UNIT (CCU);
 - 4. PROPER COMMUNICATION BETWEEN OUTPUT UNIT (CCU) AND SATELLITE CONTROLLERS;
 - 5. PROPER COMMUNICATION BETWEEN FLOW SENSORS AND MONITORS;
 - 6. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES;
 - 7. ARRANGE FOR THE CERTIFICATION OF "TRANSFEE" CONTROLLER CABINETS BY CONTROLLER MANUFACTURER TO CONFIRM COMPONENTS FOR EXTENDED WARRANTY (IF APPLICABLE).

EXTENDED WARRANTY - MANUFACTURER'S FIVE (5) YEAR PROFESSIONAL WARRANTY INCLUDES THE FOLLOWING:

- A. EXTENDS THE CONDITIONS OF THE THREE (3) YEAR, OVER-THE-COUNTER PRODUCT WARRANTY TO FIVE (5) YEARS;
- B. IT SHALL INSURE THAT AN AUTHORIZED MANUFACTURER'S REPRESENTATIVE WILL BE AT THE JOB SITE WITHIN TWENTY-FOUR (24) HOURS OF NOTIFICATION OF A PRODUCT PROBLEM;
- C. WARRANTY INCLUDES A FIVE (5) YEAR PRODUCT AND LABOR WARRANTY. IF THE PRODUCT FAILS TO
- D. MEET THE MANUFACTURER'S SPECIFICATIONS AND THE MANUFACTURER'S REPRESENTATIVE IS
- E. UNABLE TO RESOLVE THE DEFICIENCY, THE PRODUCT WILL BE REPLACED AT NO COST TO THE CLIENT WITH THE PRODUCT OF THEIR CHOICE. THIS INCLUDES CONTRACTOR'S LABOR FOR PRODUCT REPLACEMENT AT THEIR NORMAL HOURLY RATES.
- F. IN THE EVENT OF A PRODUCT PROBLEM, AND THE CONSULTANT IS REQUIRED TO SPEND ADDITIONAL
- G. TIME NOT COVERED BY THEIR CONTRACT AS A RESULT OF THIS PROBLEM, THEN RAIN BIRD WILL
- H. REIMBURSE THE CONSULTANT FOR TIME AND MATERIALS AT THEIR NORMAL HOURLY RATES.

PROJECT QUALIFICATIONS:

- A. THE CONSULTANT MUST BE CURRENTLY CERTIFIED AS AN IRRIGATION DESIGNER BY THE IRRIGATION
- B. ASSOCIATION, THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS, OR LICENSED IN THE PROJECT STATE TO PRACTICE LANDSCAPE ARCHITECTURE WHICH INCLUDES IRRIGATION DESIGN;
- C. THE PROJECT MUST CONSIST ENTIRELY OF THE MANUFACTURER'S PRODUCTS WHERE APPLICABLE
- D. (I.E.: EXCLUDING PIPE, FITTINGS, & WIRING). IF ANY COMPETITIVE PRODUCTS ARE INSTALLED ON THE PROJECT, THE WARRANTY WILL BE THE STANDARD TRADE WARRANTY AS DELINEATED IN THE MANUFACTURER'S PRODUCT CATALOG;
- E. THE MANUFACTURER'S REPRESENTATIVE MUST BE NOTIFIED IN THE EVENT OF A PRODUCT PROBLEM
- F. AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO AN IN-FIELD MEETING;
- G. INSTALLATION MUST BE CERTIFIED BY AUTHORIZED MANUFACTURER'S REPRESENTATIVE IN H. CONFORMANCE TO PLANS.

OPERATION MANUAL:

- A. SUBMIT THREE (3) SETS OF OPERATIONS MANUAL TO CONSULTANT FOR APPROVAL, PRIOR TO SCHEDULING THE FINAL COMPLETION WALK-THROUGH. MANUAL IS TO INCLUDE THE FOLLOWING IN A ONE INCH BY THREE INCH (1" X 3") RING BINDER:
 - 1. INDEX SHEET STATING PROJECT NAME, AND LISTING CONTRACTOR NAME, ADDRESS, PHONE NUMBER, AND CONTACT PERSON. INCLUDE SAME INFORMATION FOR PRIMARY SUB-CONTRACTORS.
 - 2. MANUFACTURER CUT SHEETS FOR ALL MATERIAL COMPONENTS OF IRRIGATION SYSTEM. HIGHLIGHT OR CIRCLE SPECIFIC MODELS OR ITEMS.

1.05 DELIVERY, STORAGE AND HANDLING

DELIVER, UNLOAD, STORE AND HANDLE MATERIALS, PACKAGING, BUNDLING, PRODUCTS, IN DRY CONDITIONS, OR A WEATHERPROOF MANNER, TO PREVENT DAMAGE, BREAKAGE, DETERIORATION, INTRUSION, IGNITION, AND VANDALISM. DELIVER IN ORIGINAL UNOPENED PACKAGING CONTAINERS PROMINENTLY DISPLAYING MANUFACTURER NAME, VOLUME, QUANTITY, CONTENTS, INSTRUCTIONS, AND CONFORMANCE TO LOCAL, STATE, AND FEDERAL LAW. REMOVE AND REPLACE CRACKED, BROKEN, OR CONTAMINATED ITEMS OR ELEMENTS PREMATURELY EXPOSED TO MOISTURE, INDELEMENT WEATHER, SNOW, ICE, TEMPERATURE EXTREMES, FIRE, OR JOB SITE DAMAGE.

HANDLING OF PVC PIPE - EXERCISE CARE IN HANDLING, LOADING AND STORING OF PVC PIPE. ALL PVC PIPE SHALL BE TRANSPORTED IN A VEHICLE WHICH ALLOWS THE ENTIRE LENGTH OF PIPE TO LIE FLAT SO AS NOT TO SUBJECT IT TO UNDUO BENDING OR CONCENTRATED EXTERNAL LOADS. ALL SECTIONS OF PIPE THAT HAVE BEEN DENTED OR DAMAGED SHALL BE DISCARDED, AND IF INSTALLED, SHALL BE REMOVED AND REPLACED WITH NEW PIPES.

1.06 JOBSITE CONDITIONS

PROTECTION OF PROPERTY:

- A. PRESERVE AND PROTECT ALL TREES, PLANTS, MONUMENTS, STRUCTURES, AND PAVED AREAS FROM DAMAGE DUE TO WORK IN THIS SECTION. IN THE EVENT DAMAGE DOES OCCUR, ALL DAMAGE TO INANIMATE ITEMS SHALL BE COMPLETELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER. ALL INJURIES TO LIVING PLANTS SHALL BE REPAIRED BY THE OWNER, AND ALL COSTS OF SUCH REPAIRS SHALL BE CHARGED TO AND PAID BY THE CONTRACTOR.
- B. PROTECT BUILDINGS, WALKS, WALLS, AND OTHER PROPERTY FROM DAMAGE. FLARE AND BARRICADE OPEN DITCHES. DAMAGE CAUSED TO ASPHALT, CONCRETE, OR OTHER BUILDING MATERIAL SURFACES SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER. RESTORE DISTURBED AREAS TO ORIGINAL CONDITION.

EXISTING TREES:

- A. ALL TRENCHING OR OTHER WORK UNDER LIMB SPREAD OF ANY AND ALL EVERGREENS OR LOW BRANCHING DECIDUOUS MATERIAL SHALL BE DONE BY HAND OR BY OTHER METHODS SO AS TO PREVENT DAMAGE TO LIMBS OR BRANCHES.
- B. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE ALL POSSIBLE CARE TO AVOID INJURY TO TREES, AND TREE ROOTS. EXCAVATION IN AREAS WHERE TWO INCH (2") AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. ROOTS TWO INCHES (2") AND LARGER IN DIAMETER, EXCEPT DIRECTLY IN THE PATH OF PIPE CONDUIT, SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING. WHERE A TRENCHING MACHINE IS OPERATED CLOSE TO TREES HAVING ROOTS SMALLER THAN TWO INCHES (2") IN DIAMETER, THE WALL OF THE TRENCH ADJACENT TO THE TREE SHALL BE HAND TRIMMED, MAKING CLEAN CUTS THROUGH ROOTS. ROOTS ONE INCH (1") AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO (2) COATS OF "TREE SEAL". TRENCHES ADJACENT TO TREES SHALL BE CLOSED WITHIN TWENTY-FOUR (24) HOURS, AND WHEN THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH MOISTENED BURLAP OR CANVAS.

PROTECTION AND REPAIR OF UNDERGROUND LINES:

- A. REQUEST PROPER UTILITY COMPANY TO STAKE EXACT LOCATION (INCLUDING DEPTH) OF ALL UNDERGROUND UTILITIES. TAKE WHATEVER PRECAUTIONS NECESSARY TO PROTECT THESE UNDERGROUND LINES FROM DAMAGE. IN THE EVENT DAMAGE DOES OCCUR, ALL DAMAGES SHALL BE REPAIRED BY CONTRACTOR UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.
- B. REPLACEMENT OF PAVING AND CURBS - WHERE TRENCHES AND LINES CROSS EXISTING ROADWAYS, PATHS, CURBING, ETC., DAMAGE TO THESE SHALL BE KEPT TO A MINIMUM AND SHALL BE RESTORED TO ORIGINAL CONDITION.

1.07 WARRANTY / GUARANTY

CONTRACTOR SHALL WARRANT MATERIALS AGAINST DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL GUARANTEE WORKMANSHIP FOR A SIMILAR PERIOD. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MATERIAL WARRANTY ITEMS WITH THE MANUFACTURER / DISTRIBUTOR.

SETTLING OF BACKFILLED TRENCHES WHICH MAY OCCUR DURING GUARANTEE PERIOD SHALL BE REPAIRED BY CONTRACTOR AT NO EXPENSE TO THE OWNER, INCLUDING COMPLETE RESTORATION OF DAMAGED PROPERTY.

EXPENSES DUE TO VANDALISM BEFORE SUBSTANTIAL COMPLETION SHALL BE BORNE BY CONTRACTOR.

OWNER OR REPRESENTATIVE MAINTENANCE COMPANY WILL MAINTAIN TURF AND PLANTING AREAS DURING WARRANTY PERIOD, SO AS NOT TO HAMPER PROPER OPERATION OF THE IRRIGATION SYSTEM.

1.08 MAINTENANCE

FURNISH THE FOLLOWING MAINTENANCE ITEMS TO OWNER PRIOR TO FINAL ACCEPTANCE:

- A. TWO (2) SETS OF SPECIAL TOOLS REQUIRED FOR MOVING, DISASSEMBLING, AND ADJUSTING EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED ON THIS PROJECT;
- B. TWO (2) KEYS FOR EACH AUTOMATIC CONTROLLER;
- C. THREE (3) QUICK COUPLER KEYS AND MATCHING HOSE SWIVELS FOR EACH TYPE OF QUICK COUPLING VALVE INSTALLED;
- D. TWO (2) ALUMINUM DRAIN VALVE KEYS OF SUFFICIENT LENGTH FOR OPERATION OF DRAIN VALVES.

1.09 EXTRA STOCK

IN ADDITION TO INSTALLED SYSTEM FURNISH THE FOLLOWING ITEMS TO OWNER:

- A. FOUR (4) PER ONE HUNDRED (100) INSTALLED DRIP EMITTERS OF EACH TYPE USED;
- B. TWO (2) POP-UP HEADS OF EACH TYPE USED.

PART 2 - PRODUCTS

2.01 MATERIALS

GENERAL PIPING: PRESSURE SUPPLY PIPE (FROM POINT OF CONNECTION THROUGH BACKFLOW PREVENTION UNIT): TYPE K HARD COPPER.

PRESSURE SUPPLY PIPES (DOWNSTREAM OF BACKFLOW PREVENTION UNITS) - SCHEDULE 40 PVC, SOLVENT WELD BELLED ENDER TWO AND ONE HALF INCH (2-1/2") OR SMALLER, AND RUBBER-RING JOINT FOR THREE INCH (3") AND LARGER WITH DUCTILE IRON FITTINGS.

NON-PRESSURE PIPES - CLASS 200 PVC, SOLVENT WELD BELLED END.

DRIP PIPING - ONE HALF INCH (½") CLASS 315 PVC, SOLVENT WELD UNLESS OTHERWISE SPECIFIED ON PLANS.

EMITTER TUBING - BY EMITTER MANUFACTURER.

SLEEIVING - SDR 35 PVC PIPE.

RECLAIMED WATER SYSTEMS - PIPING SHALL BE PURPLE COLORED, OR WRAPPED WITH RECLAIMED "SOCK" OR RECLAIMED MARKING TAPE, AND MAINLINE PIPING SHALL HAVE DETECTABLE RECLAIMED MARKING TAPE IN TRENCH TWELVE INCHES (12") ABOVE TOP OF PIPE CONTINUOUSLY.

COPPER PIPE AND FITTINGS:

- A. COPPER PIPE - TYPE K HARD TEMPERED;
- B. FITTINGS - WRIGHT COPPER, SOLDER JOINT TYPE;
- C. JOINTS - SOLDERED WITH SOLDER, FORTY-FIVE PERCENT (45%) SILVER, FIFTEEN PERCENT (15%) COPPER, SIXTEEN PERCENT (16%) ZINC, AND TWENTY-FOUR PERCENT (24%) CADMIUM AND SOLIDS AT 1125 F AND LIQUIDS AT 1145 F.

BRASS PIPE AND FITTINGS:

- A. BRASS PIPE - EIGHTY-FIVE PERCENT (85%) RED BRASS, AMSI SCHEDULE FORTY (40) SCREWED PIPE.
- B. FITTINGS - MEDIUM BRASS, SCREWED ONE HUNDRED TWENTY-FIVE (125) POUND CLASS.

PLASTIC PIPE AND FITTINGS:

- A. IDENTIFICATION MARKINGS:
 - 1. ALL PIPE TO BE IDENTIFIED WITH FOLLOWING INDELIBLE MARKINGS:
 - a. MANUFACTURER'S NAME;
 - b. NOMINAL PIPE SIZE;
 - c. SCHEDULE OR CLASS;
 - d. PRESSURE RATING;
 - e. NSF (NATIONAL SANITATION FOUNDATION) SEAL OF APPROVAL;
 - f. DATE OF EXTRUSION.
 - 2. ALL FITTINGS INCLUDING VALVE TAPS FOR RUBBER-RING PIPE SHALL BE CAST OR DUCTILE IRON, RUBBER-RING FOR PVC.
 - 3. GASKETED END PIPE - MANUFACTURED FROM VIRGIN PVC COMPOUND IN ACCORDANCE WITH ASTM D2241 AND ASTM D1784, CELL CLASSIFICATION 12454-B, TYPE 1, GRADE 1.
 - a. FITTINGS - DUCTILE IRON WITH PUSH-ON OR MECHANICAL JOINT;
 - b. GASKETS - FACTORY INSTALLED IN PIPE AND FITTINGS, HAVING A METAL OR PLASTIC SUPPORT WITHIN GASKET OR A PLASTIC RETAINER RING FOR GASKET;
 - c. LUBRICANT - AS RECOMMENDED BY MANUFACTURER.
 - 4. PRESSURE SUPPLY PIPING LOCATION TAPE - MARKLINE TAPE, THREE INCH (3") WIDE DETECTABLE TAPE, PURPLE IN COLOR WITH "CAUTION: RECYCLED WATER LINE BELOW" PRINTED ON IT. PLACE SIX INCHES (6") BELOW FINISH GRADE.
 - 5. SOLVENT WELD PIPE - MANUFACTURED FROM VIRGIN POLYVINYL CHLORIDE (PVC) COMPOUND IN ACCORDANCE WITH ASTM D2241 AND ASTM D1784; CELL CLASSIFICATION 12245-B, TYPE 1, GRADE 1.
 - a. FITTINGS - STANDARD WEIGHT, SCHEDULE 40, INJECTION MOLDED PVC; COMPLYING WITH ASTM D1784 AND D2468, CELL CLASSIFICATION 12454-B;
 - b. THREADS - INJECTION MOLDED TYPE (WHERE REQUIRED);
 - c. TEES AND ELLS - SIDE GATED;
 - d. THREADED NIPPLES - ASTM D2464, SCHEDULE 80 WITH MOLDED THREADS; USE TEFLON TAPE ONLY, EXCEPT FOR MARLEY FITTING;
 - e. JOINT CEMENT AND PRIMER - TYPE AS RECOMMENDED BY MANUFACTURER OF PIPE AND FITTINGS.

LOW PRESSURE / VOLUME SYSTEMS:

- A. EMITTERS AS INDICATED ON DRAWINGS;
- B. DRIP PIPING - MANUFACTURED OF POLYVINYL CHLORIDE COMPOUND CONFORMING TO ASTM D2241 AND ASTM D1784, TYPE 1, GRADE 1;
- C. FITTINGS - SCHEDULE 40 PVC, OR AS RECOMMENDED BY PIPING MANUFACTURER;
- D. DRIP VALVE ASSEMBLY - TYPE AND SIZE SHOWN ON DRAWINGS;
- E. WYE STRAINER - PLASTIC / FIBERGLASS CONSTRUCTION WITH 150 MESH NYLON SCREEN AND BLOW OUT ASSEMBLY;
- F. CONTROL VALVE - 2-WAY, SOLENOID PILOT OPERATED TYPE MADE OF SYNTHETIC, NON-CORROSIVE MATERIAL; DIAPHRAGM-ACTIVATED AND SLOW CLOSING. INCLUDE FREELY PIVOTED SEAT SEAL RETAINED (MOUNTED) WITHOUT ATTACHMENT TO DIAPHRAGM;
- G. PRESSURE REGULATOR - PLASTIC / FIBERGLASS CONSTRUCTION, PRESET TYPE WITH PRESSURE SETTING PER DRAWINGS.

GATE VALVES:

- A. FOR THREE QUARTER INCHES (¾") THROUGH TWO AND ONE HALF INCH (2-1/2") PIPE - BRASS CONSTRUCTION, SOLID WEDGE, IPS THREADS AND NON RISING STEM WITH WHEEL OPERATING HANDLE;
- B. FOR THREE INCH (3") AND LARGER - IRON BODY, BRASS OR BRONZE MOUNTED AWWA GATE VALVES WITH A CLEAR WATERWAY EQUAL TO FULL NOMINAL DIAMETER OF VALVE, RUBBER GASKET OR MECHANICAL JOINT-TYPE ONLY. VALVES SHOULD BE ABLE TO WITHSTAND A CONTINUOUS WORKING PRESSURE OF ONE HUNDRED FIFTY (150) PSI AND BE EQUIPPED WITH A SQUARE OPERATING NUT.

QUICK COUPLING VALVES:

- A. BRASS TWO-PIECE BODY DESIGNED FOR WORKING PRESSURE OF 150 PSI, OPERABLE WITH QUICK COUPLER;
- B. EQUIP QUICK COUPLER WITH LOCKING RUBBER COVER (PURPLE FOR RECLAIMED WATER IF SPECIFIED).



Revisions	
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SECTION 32 80 00 - IRRIGATION (CONTINUED)

ELECTRICAL CONTROL WIRING:	VALVE BOXES:
	A. BOX COVERS IN DECOMPOSED GRANITE AREAS SHALL BE TAN AND RECLAIMED WATER SYSTEMS SHALL BE PURPLE COLORED MARKED FOR RECLAIMED; B. FLUSH CAP ASSEMBLIES, AND WIRE STUB BOX - CARSON #910-12; C. ONE INCH (1") THROUGH TWO INCH (2") CONTROL VALVES - CARSON #1419-13B; D. DRIP VALVE ASSEMBLIES - CARSON #1419-13B; E. CONTROL WIRING SPLICES - CARSON #910-12; F. MAIN LINE GATE VALVES - CARSON #910-12; G. AIR-RELEASE VALVES - CARSON #1419-13B; H. MANUAL DRAIN VALVES - CARSON #1419-13B; I. PRESSURE REDUCING VALVES - AS SHOWN ON DETAIL: TWO (2) SETS OF KEYS TO BE PROVIDED.
ELECTRICAL CONTROL WIRING:	LOW VOLTAGE - CONVENTIONAL
	ELECTRICAL CONTROL WIRE - AWG UF UL APPROVED NO. FOURTEEN (14) GAUGE DIRECT-BURIAL COPPER WIRE FOR ALL CONTROL WIRES, AND NO. FOURTEEN (14) GAUGE DIRECT-BURIAL COPPER WIRE FOR ALL COMMON WIRES. WIRE COLORS: A. CONTROL WIRES - RED; B. COMMON WIRES - WHITE; C. MASTER VALVE WIRES - BLUE AND YELLOW; D. FUTURE WIRES - SAME AS CONTROL AND COMMON WIRE (LABELED AT TERMINATIONS), TWO (2) PER CONTROLLER UNLESS NOTED, AT EACH EXTREME END; E. IF MULTIPLE CONTROLLERS ARE UTILIZED, AND WIRE PATHS OF DIFFERENT CONTROLLERS CROSS EACH OTHER, BOTH COMMON AND CONTROL WIRES FROM EACH CONTROLLER SHALL BE DIFFERENT COLORS APPROVED BY CONSULTANT; F. CONTROL WIRE CONNECTIONS AND SPLICES SHALL BE MADE WITH 3M DBR/Y-6 WIRE CONNECTION KIT.
3	LOW VOLTAGE - 2-WIRE
	A. IRRIGATION DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: 1. THE DECODER ADDRESSES SHALL BE PRE-CODED TO ELIMINATE CONFUSION ASSOCIATED WITH USER-DEFINED DECODER ADDRESSING. 2. THE DECODERS SHALL BE FULLY ENCAPSULATED CREATING A COMPLETELY WATERPROOF SEAL. 3. THE DECODERS MOUNTING SHALL BE RECOMMEND TO BE PLACED IN A VALVE BOX BUT SHALL BE DIRECT BURIAL CAPABLE. 4. THE DECODER ELECTRICAL INPUT SHALL BE: A. NOMINAL VOLTAGE: 34 VPP (24V AC) FROM TWO WIRE LINE B. MINIMUM VOLTAGE: 21 VPP (15V AC) C. MAXIMUM VOLTAGE: 36 VPP (25V AC) 5. THE MAXIMUM 14 GAUGE CABLE RUN SHALL BE: A. STAR: 2.4 MILES B. LOOP: 9.6 MILES 6. THE DECODER/SOLENOID WIRES SHALL HAVE A MAXIMUM ELECTRICAL RESISTANCE OF OHMS. 7. THE MAXIMUM DECODER/SOLENOID 14 GAUGE CABLE RUN SHALL BE A MAXIMUM OF 456 FEET. 8. WIRING FOR THE DECODERS SHALL BE A (DOUBLE JACKETED) WIRE. 9. THE ENVIRONMENT SHALL BE: A. WORKING RANGE: 32° TO 122° F (0° TO 50° C) B. STORAGE RANGE: -4° TO 158° F (-20° TO 70° C) C. HUMIDITY: 100% 10. SHALL HAVE FIVE DIFFERENT FIELD DECODER OPTIONS TO ALLOW THE USER TO THE PRECISE AMOUNT OF LANDSCAPE IRRIGATION CONTROL NEEDED. A. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE. B. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES. C. FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES. D. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 4 INDIVIDUAL VALVES. E. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 6 INDIVIDUAL VALVES. 11. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE SPECIFICATIONS INCLUDE BUT NOT LIMITED TO: A. POWER DRAW: 0.5MA (IDLE), 18 MA (PER ACTIVE SOLENOID) B. DIMENSIONS: LENGTH: 2.77 IN. (70 MM), DIAMETER 1.5 IN. (40 MM) C. SOLENOIDS: 1 WITH INDIVIDUAL CONTROL D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT. 12. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: A. POWER DRAW: 0.5MA (IDLE), 18 MA (PER ACTIVE SOLENOID) B. DIMENSIONS: LENGTH: 3.35 IN. (85 MM), DIAMETER 1.77 IN. (45 MM) C. SOLENOIDS: 1 OR TWO SIMULTANEOUSLY D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT. 13. FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID) B. DIMENSIONS: LENGTH: 3.35 IN. (85 MM), DIAMETER 1.97 IN. (50 MM) C. SOLENOIDS: 1 TO 4 SIMULTANEOUSLY D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT. 14. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 4 INDIVIDUAL VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID) B. DIMENSIONS: LENGTH: 3.94 IN. (100 MM), DIAMETER 2.56 IN. (65 MM) C. SOLENOIDS: 1 TO 4 WITH INDIVIDUAL CONTROL D. SURGE PROTECTION SHALL BE BUILT INTO THE DECODER. E. THE DECODER SHALL HAVE AN INPUT FUSE OF 300-500MA, THERMAL. 15. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 6 INDIVIDUAL VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID) B. DIMENSIONS: LENGTH: 3.94 IN. (100 MM), DIAMETER 2.56 IN. (65 MM) C. SOLENOIDS: 1 TO 6 WITH INDIVIDUAL CONTROL D. SURGE PROTECTION SHALL BE BUILT INTO THE DECODER. E. THE DECODER SHALL HAVE AN INPUT FUSE OF 300-500MA, THERMAL. 16. LINE SURGE PROTECTOR DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: A. THE LINE SURGE PROTECTOR DECODER SHALL BE GROUNDED ON A TWO-WIRE PATH EVERY 500 FEET (150 METERS) OR EVERY 8 DECODERS, WHICHEVER IS SMALLER. B. THE LINE SURGE PROTECTOR DECODER SHALL BE PLACED ON A TWO WIRE PATH WITH FIELD DECODER INTERFACING SIGNAL LINE AND VALVES, FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES, AND FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES. C. THE LINE SURGE PROTECTOR DECODER SHALL BE USED FOR SURGE PROTECTION ONLY, AND SHALL NOT HAVE A DECODER ADDRESS. D. THE LINE SURGE PROTECTOR DECODER SHALL PROTECT AGAINST 40V, 1.5KW TRASIL. 17. THE SENSOR DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO: A. THE SENSOR DECODER SHALL BE AN INTERFACE TO FLOW SENSORS. B. WHEN THE SENSOR DECODER IS WIRED TO A FLOW SENSOR IT SHALL MONITOR THE CURRENT FLOW RATE AT A FLOW MONITOR BY SENDING A PULSE SIGNALS TO THE CONTROLLER.
CHOOSE	ARE

HIGH VOLTAGE	TYPE REQUIRED BY LOCAL CODES AND ORDINANCES, OF PROPER SIZE TO ACCOMMODATE NEEDS OF EQUIPMENT SERVED. SPRINKLER HEADS - AS SHOWN ON DRAWINGS. PURPLE CAPS OR NOZZLES FOR RECLAIMED WATER USE. CONTROL VALVES - AS NOTED ON DRAWINGS. PURPLE HANDLES FOR RECLAIMED WATER USE. PIPE BEDDING MATERIAL - CONSTRUCTION GRADE SAND APPROVED BY CONSULTANT. AUTOMATIC CONTROLLER - AS SHOWN ON DRAWINGS. BACKFLOW PREVENTER - AS SHOWN ON DRAWINGS. DRIP FLUSH ASSEMBLY - AS SHOWN ON DRAWINGS. AIR RELEASE VALVE - AS SHOWN ON DRAWINGS. PRESSURE REDUCING VALVE - AS SHOWN ON DRAWINGS. MASTER CONTROL VALVE - AS SHOWN ON DRAWINGS. FLOW SENSOR AND MONITOR OR TRANSMITTER - AS SHOWN ON DRAWINGS. PUMP STATION - AS SHOWN ON DRAWINGS.
	AUTOMATIC CONTROLLER/SATELLITE AS INDICATED ON CONSTRUCTION DRAWINGS. MUST BE ET BASED CLOCK EQUIPPED WITH NECESSARY SENSING DEVICES TO ALLOW CLOCK TO ADJUST RUN TIMES BASED ON HISTORICAL OR REAL TIME ET, HAVE AT LEAST FOUR (4) INDEPENDENT PROGRAMS AND MULTIPLE START TIMES, FLOW SENSING CAPABILITY, AND NON-VOLATILE MEMORY
CONTROL VALVES	AS NOTED ON CONSTRUCTION DRAWINGS
	FLOW SENSOR AS NOTED ON CONSTRUCTION DRAWINGS
SPRINKLER HEADS	AS NOTED ON CONSTRUCTION DRAWINGS
	BEDDING MATERIAL WASHED CONSTRUCTION GRADE SAND OR SIMILAR MATERIAL APPROVED BY LANDSCAPE ARCHITECT. FOUR INCHES (4") AT BOTTOM OF PIPES, SIX INCHES (6") ABOVE PIPES. BACKFILL MATERIAL FOR LATERAL LINES SHALL BE FREE OF ROCKS ONE INCH (1") OR LARGER.
PART 3 - EXECUTION	
3.01 INSPECTION	EXAMINE AREAS AND CONDITIONS UNDER WHICH WORK OF THIS SECTION IS TO BE PERFORMED. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED. GRADING OPERATIONS, WITH THE EXCEPTION OF FINAL GRADING, SHALL BE COMPLETED AND APPROVED BY OWNER PRIOR TO STAKING OR INSTALLATION OF ANY PORTION OF IRRIGATION SYSTEM EXCEPT SLEEVING.
	3.02 PREPARATION
STAKING SHALL OCCUR AS FOLLOWS:	A. MARK WITH POWDERED LIME OR MARKING PAINT ROUTING OF PRESSURE SUPPLY PIPES AND FLAG HEADS AND CONTROL VALVE LOCATIONS FOR FIRST SERIES OF ZONES AS DIRECTED BY CONSULTANT. CONTACT CONSULTANT A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE AND REQUEST A REVIEW OF STAKING. CONSULTANT WILL REVIEW STAKING AND DIRECT CHANGES IF REQUIRED. STAKING REVIEW DOES NOT RELIEVE INSTALLER FROM COVERAGE PROBLEMS DUE TO IMPROPER PLACEMENT OF HEADS AFTER STAKING; B. INSTALL SLEEVING UNDER ALL ASPHALT PAVING AND CONCRETE WALKS, PRIOR TO THE INSTALLATION OF CONCRETE OR PAVING OPERATIONS, TO ACCOMMODATE PIPING AND WIRING. COMPACT BACKFILL AROUND SLEEVES TO NINETY-FIVE PERCENT (95%) STANDARD PROCTOR DENSITY WITHIN TWO PERCENT (2%) OF OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D1557; C. TRENCHING - TRENCH EXCAVATION SHALL FOLLOW, AS MUCH AS POSSIBLE, LAYOUT SHOWN ON DRAWINGS. DIG TRENCHES STRAIGHT, AND SUPPORT THE PIPE CONTINUOUSLY ON THE BOTTOM OF TRENCH. TRENCH BOTTOM SHALL BE CLEAN AND SMOOTH WITH ALL ROCK AND ORGANIC DEBRIS REMOVED. PRESSURE SUPPLY LINE TRENCHES SHALL BE OVER-EXCAVATED AS REQUIRED TO ALLOW FOR BEDDING MATERIAL. TRENCH DEPTH SHALL BE UNIFORM AS REQUIRED TO MEET MINIMUM DEPTH REQUIREMENTS FOR THE TYPE OF PIPING BEING INSTALLED.
	CLEARANCES: A. PIPING SMALLER THAN THREE INCHES (3") - TRENCHES SHALL HAVE A MINIMUM WIDTH OF SEVEN INCHES (7"). TWELVE INCHES (12") FOR THREE INCH (3") AND LARGER PIPE; B. PIPE CLEARANCE - PROVIDE NOT LESS THAN SIX INCHES (6") OF CLEARANCE BETWEEN EACH PIPE, AND NOT LESS THAN TWELVE INCHES (12") OF CLEARANCE BETWEEN PIPES OF OTHER TRADES; C. FOR RECLAIMED WATER SYSTEMS, TWO FEET (2') VERTICAL (BELOW) AND SIX FEET (6') HORIZONTAL SEPARATIONS FROM POTABLE PIPES ARE REQUIRED PER INDUSTRY STANDARDS.
PIPE AND WIRE DEPTH:	A. PRESSURE SUPPLY PIPING - TWENTY-FOUR INCHES (24") FROM TOP OF PIPE (THIRTY INCHES (30") WHERE SIX INCHES (6") AND LARGER PIPE IS ON PROJECT); B. NON-PRESSURE PIPING - TWELVE INCHES (12") FROM TOP OF PIPE; C. CONTROL WIRING - SIDE AND BOTTOM OF PRESSURE SUPPLY PIPE; D. DRIP PIPING - TWELVE INCHES (12") FROM TOP OF PIPE; E. EMITTER TUBING - TWELVE INCHES (12") FROM TOP OF PIPE (NON-SLOPE PLANTINGS), FOUR INCHES (4") FROM THE TOP OF PIPE (SLOPES 2:1 OR GREATER).
	BORING WILL BE PERMITTED ONLY WHERE PIPE MUST PASS UNDER OBSTRUCTION(S) WHICH CANNOT BE REMOVED AND MUST BE APPROVED BY CONSULTANT IF NOT SPECIFICALLY INDICATED ON CONSTRUCTION DRAWINGS. HOLES SHALL BE BORED MECHANICALLY AND SHALL NOT INTERFERE WITH EXISTING PLANT MATERIAL OR STRUCTURES. JETTING SHALL NOT BE PERMITTED. FINAL DENSITY OF BACKFILL SHALL MATCH THAT OF SURROUNDING SOIL. USE OF SLEEVES OF SUITABLE DIAMETER IS ACCEPTABLE IF INSTALLED FIRST BY JACKING OR BORING AND PIPE LAID THROUGH SLEEVES. OBSERVE SAME PRECAUTIONS AS THOUGH PIPE WERE INSTALLED IN OPEN TRENCH.
GRASS AREAS UNLESS SPECIFICALLY DIRECTED BY LANDSCAPE ARCHITECT. THESE GUIDELINES ARE TYPICAL OF ALL INSTALLATIONS UNLESS WATER SOURCE IS EFFLUENT. IN THAT CASE ALL VALVE BOXES, NO MATTER THE LOCATION, ARE TO BE PURPLE IN COLOR AND MEET ALL APPLICABLE CODES AND ORDINANCES.	
	BACKFLOW PREVENTER - INSTALL AS DETAILED ON DRAWINGS. PUMP STATION - INSTALL AS DETAILED ON DRAWINGS.
SPRINKLER HEADS:	INSTALL AS DESIGNATED ON CONSTRUCTION DRAWINGS OR WHERE STAKED. SET TO FINISH AS DETAILED. SPACING OF HEADS SHALL NOT EXCEED THE MAXIMUM INDICATED ON THE DRAWINGS UNLESS RE-STAKED BY LANDSCAPE ARCHITECT. IN NO CASE SHALL THE SPACING EXCEED THE RECOMMENDATION OF THE MANUFACTURER. INSTALL ON DOUBLE SWING-JOINT RISERS AS DETAILED. ANGLED NIPPLE RELATIVE TO NON-PRESSURE LINE SHALL BE NO MORE THAN FORTY-FIVE (45) DEGREES OR LESS THAN TEN (10) DEGREES. ADJUST PART CIRCLE HEADS FOR PROPER COVERAGE. ADJUST HEADS TO CORRECT HEIGHT AFTER SOD PLACEMENT. PLANT PLACEMENT SHALL NOT INTERFERE WITH SPRINKLER COVERAGE, PIPING, OR OTHER EQUIPMENT. NO OVERSPRAY WILL BE PERMITTED ONTO PUBLIC STREETS, WALLS, OR OTHER ARCHITECTURAL FEATURES.
	WATER METER: INSTALLED BY OTHERS
CONTROL VALVES:	INSTALL TOP OF CROSS HANDLE A MAXIMUM OF THREE INCHES (3") BELOW FINISHED GRADE WHERE SHOWN ON DRAWINGS AND AS DETAILED. WHEN GROUPED TOGETHER, ALLOW A MINIMUM OF TWELVE INCHES (12") BETWEEN VALVE BOX SIDES. SPACE CONTROL VALVES ACCORDINGLY. INSTALL EACH REMOTE CONTROL VALVE IN A SEPARATE VALVE BOX. INSTALL VALVE BOXES FLUSH WITH GRADE. WHEN PARALLEL, TO ROADWAY, SIDEWALK OR OTHER PERMANENT ELEMENT OR STRUCTURE, CONTROL VALVE AND BOX ARE TO BE INSTALLED PERPENDICULAR TO ELEMENT OR STRUCTURE, SPACED EQUALLY.
	MAINLINE GATE VALVES - INSTALL AS DETAILED ON DRAWINGS.
AIR-RELEASE VALVES - INSTALL AS DETAILED ON DRAWINGS.	
	CONTROL WIRING: ALL CONTROL WIRING TO BE LAID TO BOTTOM AND SIDE OF PRESSURE SUPPLY PIPE TRENCH. SEPARATE WIRE TRENCHES WILL NOT BE ALLOWED UNLESS APPROVED BY CONSULTANT PRIOR TO INSTALLATION.
INSTALL MINIMUM ONE (1) EXTRA CONTROL WIRE TO THE CONTROL VALVE LOCATED THE GREATEST DISTANCE FROM THE CONTROLLER IN BOTH DIRECTIONS AND LABEL EACH END BLANK.	

3.03 INSTALLATION	LOCATE OTHER EQUIPMENT AS NEAR AS POSSIBLE TO LOCATION DESIGNATED ON CONSTRUCTION DRAWINGS. DEVIATIONS SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.
	PVC PIPING: A. SNAKE PIPE IN TRENCH AS MUCH AS POSSIBLE TO ALLOW FOR EXPANSION AND CONTRACTION. B. WHEN PIPE LAYING IS NOT IN PROGRESS, OR AT END OF EACH DAY, CLOSE PIPE ENDS WITH TIGHT PLUG OR CAP. (PERFORM WORK IN ACCORDANCE WITH GOOD PRACTICES PREVAILING IN PIPING TRADES); C. COORDINATE PRESSURE SUPPLY PIPE INSTALLATION WITH REQUIRED BEDDING OPERATIONS. CONCRETE THRUST BLOCKS OR STEEL JOINT RESTRAINTS SHALL BE UTILIZED FOR ALL RUBBER-RING JOINT FITTINGS PER INDUSTRY STANDARDS. IN SANDY SOIL, MECHANICAL JOINT FITTINGS SHALL BE USED WITH THRUST BLOCKS; D. STAKE ALL ABOVE-GRADE PVC PIPING PER DETAILS; E. USE FORTY-FIVE (45) DEGREE ELLS WHEN MAKING PERPENDICULAR CROSSINGS OF ABOVE-GRADE PVC PIPING, TO DEPRESS BOTTOM PIPE; F. LAY PIPE AND MAKE ALL PLASTIC-TO-PLASTIC JOINTS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.
DRIP PIPING:	A. INSTALL FITTING CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS; B. USE THREADED RISERS AND SCH. 40 OR SCH. 80 FITTINGS PER DETAILS WHEN MAKING CONNECTIONS IN DRIP PIPING FOR EMITTERS AND FITTINGS; C. INSTALL DRIP FLUSH CAP ASSEMBLIES AT ALL DEAD ENDS OF DRIP PIPING; D. ANY DEVIATIONS FROM DRIP PIPE ROUTING SHOWN ON DRAWINGS MUST BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.
	LOW VOLTAGE WIRING: A. BURY CONTROL WIRING BETWEEN CONTROLLER AND ELECTRIC VALVES IN PRESSURE SUPPLY PIPE TRENCHES, WITH WIRES CONSISTENTLY LOCATED BELOW AND TO ONE SIDE OF PIPE, ON TOP OF INITIAL PIPE BEDDING, OR IN SEPARATE TRENCHES; B. BUNDLE ALL 24-VOLT WIRES AT TEN FOOT (10') INTERVALS WITH ELECTRICAL OR DUCT TAPE; C. PROVIDE AN EXPANSION LOOP AT PRESSURE SUPPLY PIPE ANGLE FITTINGS, EVERY CONTROL VALVE LOCATION (IN VALVE BOX), AND AT MINIMUM FIVE HUNDRED FEET (500') INTERVALS. FORM EXPANSION LOOP BY WRAPPING WIRE AT LEAST EIGHT (8) TIMES AROUND A ONE INCH (1") PIPE AND WITHDRAWING PIPE; D. MAKE SPLICES AND CONTROL VALVE CONNECTIONS USING 3M DBR/Y-6 WIRE CONNECTION KITS ONLY; E. INSTALL CONTROL WIRE SPLICES NOT OCCURRING AT CONTROL VALVE IN A SEPARATE SPLICE VALVE BOX; F. INSTALL ONE CONTROL WIRE FOR EACH CONTROL VALVE; G. RUN 2 SPARE #14-1 CONTROL WIRES FROM CONTROLLER PEDESTAL TO LAST ELECTRIC CONTROL VALVE OPERATED BY CONTROLLER ON EACH AND EVERY LEG OF PRESSURE SUPPLY LINE. LABEL SPARE WIRES AT CONTROLLER AND WIRE STUB BOX. LOOP A MINIMUM OF TWENTY-FOUR INCHES (24") FROM ALL SPARE WIRES INSIDE EVERY CONTROL VALVE BOX OPERATED BY CONTROLLER; H. RUN ALL FUTURE CONTROL WIRES FROM CONTROLLER PEDESTAL TO POINT INDICATED ON DRAWINGS. COIL A MINIMUM OF TEN FEET (10') AT TERMINATION AND INSTALL IN TEN INCH (10") ROUND VALVE BOX. LABEL ALL WIRES AT TERMINATION.
HIGH VOLTAGE WIRING FOR AUTOMATIC CONTROLLER	A. PROVIDE 120-VOLT POWER CONNECTION TO AUTOMATIC CONTROLLER.
	AUTOMATIC CONTROLLER: A. INSTALL CONTROLLER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AS DETAILED AND WHERE SHOWN ON DRAWINGS; B. CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN NUMERICAL SEQUENCE AS SHOWN ON DRAWINGS; C. FINAL LOCATION OF CONTROLLER SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION; D. EACH CONTROLLER SHALL HAVE A DEDICATED SEPARATE GROUND WIRE AND SURGE PROTECTION; E. ABOVE-GROUND CONDUIT SHALL BE RIGID GALVANIZED WITH APPROPRIATE FITTINGS. BELOW-GROUND CONDUIT SHALL BE SCHEDULE 40 PVC.
QUICK COUPLER VALVES:	INSTALL QUICK COUPLERS ON DOUBLE SWING-JOINT ASSEMBLIES OF SCHEDULE 80 PVC PIPING FLUSH TO GRADE. ANGLED NIPPLE RELATIVE TO PRESSURE SUPPLY LINE SHALL BE NO MORE THAN FORTY-FIVE (45) DEGREES AND NO LESS THAN 10 DEGREES. INSTALL QUICK COUPLER AS DETAILED.
	DRIP VALVE ASSEMBLIES - INSTALL DRIP VALVE ASSEMBLY AS DETAILED. DRIP EMITTERS - INSTALL DRIP EMITTERS AS DETAILED.
VALVE BOXES:	A. INSTALL ONE VALVE BOX FOR EACH TYPE OF VALVE INSTALLED AS DETAILED FLUSH WITH GRADE FOR ALL SODDED AREAS, AND ABOVE-GRADE FOR ALL SEEDED AREAS; B. VALVE BOXES, WHEN OCCURRING IN CLOSE PROXIMITY TO EACH OTHER, SHOULD BE ALIGNED ALONG ONE EDGE & EQUALLY SPACED; C. VALVE BOX EXTENSIONS ARE NOT ACCEPTABLE, EXCEPT FOR MASTER VALVE AND FLOW SENSOR; D. INSTALL GRAVEL SUMP AFTER COMPACTION OF ALL TRENCHES. VALVE BOX TO REST ON GRAVEL SUMP. PLACE FINAL PORTION OF GRAVEL INSIDE VALVE BOX AFTER VALVE BOX IS BACKFILLED AND COMPACTED; E. INSTALL "CHRISTY" STAINLESS STEEL OR TWO AND ONE HALF INCH BY FIVE INCH (2.5" X 5") PLASTIC VALVE LABEL TAGS FOR EACH VALVE BOX (1-800-258-4883). ENTIRE CONTROLLER & VALVE BOXES SHALL BE PRINTED ON EACH TAG. LETTER AND NUMBER SIZE SHALL BE NO SMALLER THAN ONE INCH (1") AND NO GREATER THAN ONE AND ONE HALF INCHES (1-1/2") AND NO DEEPER THAN ONE EIGHTH INCHES (1/8"). LABEL EACH VALVE BOX AS FOLLOWS: 1. CONTROL VALVES - CONTROLLER LETTER AND STATION NUMBER; 2. QUICK COUPLER VALVES - LABEL "QCV"; 3. WIRE SPLICES - LABEL WIRE SPLICES WITH THE LETTERS "W.S."; 4. DRIP FLUSH ASSEMBLIES - CONTROLLER LETTER AND STATION NUMBER OF EACH DRIP PIPING FLUSH ASSEMBLY; 5. GATE VALVES - LABEL WITH LETTERS "GV" TYPICAL; 6. AIR-RELEASE VALVES - LABEL WITH LETTERS "ARV" TYPICAL; 7. MANUAL DRAIN VALVE - LABEL WITH LETTERS "MDV"; 8. PRESSURE REDUCING VALVES - LABEL WITH LETTERS "PRV" TYPICAL; 9. FLOW SENSORS - LABEL WITH LETTERS "FS" TYPICAL.
	INSTALL "TAN" COLORED VALVE BOXES IN ALL LOCATIONS WHERE VALVE BOX IS LOCATED IN A DECOMPOSED GRANITE PLANTING AREA. NO VALVE BOX IS TO BE INSTALLED IN TURF GRASS AREAS UNLESS SPECIFICALLY DIRECTED BY LANDSCAPE ARCHITECT. THESE GUIDELINES ARE TYPICAL OF ALL INSTALLATIONS UNLESS WATER SOURCE IS EFFLUENT. IN THAT CASE ALL VALVE BOXES, NO MATTER THE LOCATION, ARE TO BE PURPLE IN COLOR AND MEET ALL APPLICABLE CODES AND ORDINANCES.
BACKFLOW PREVENTER - INSTALL AS DETAILED ON DRAWINGS.	
	PUMP STATION - INSTALL AS DETAILED ON DRAWINGS.
SPRINKLER HEADS:	INSTALL AS DESIGNATED ON CONSTRUCTION DRAWINGS OR WHERE STAKED. SET TO FINISH AS DETAILED. SPACING OF HEADS SHALL NOT EXCEED THE MAXIMUM INDICATED ON THE DRAWINGS UNLESS RE-STAKED BY LANDSCAPE ARCHITECT. IN NO CASE SHALL THE SPACING EXCEED THE RECOMMENDATION OF THE MANUFACTURER. INSTALL ON DOUBLE SWING-JOINT RISERS AS DETAILED. ANGLED NIPPLE RELATIVE TO NON-PRESSURE LINE SHALL BE NO MORE THAN FORTY-FIVE (45) DEGREES OR LESS THAN TEN (10) DEGREES. ADJUST PART CIRCLE HEADS FOR PROPER COVERAGE. ADJUST HEADS TO CORRECT HEIGHT AFTER SOD PLACEMENT. PLANT PLACEMENT SHALL NOT INTERFERE WITH SPRINKLER COVERAGE, PIPING, OR OTHER EQUIPMENT. NO OVERSPRAY WILL BE PERMITTED ONTO PUBLIC STREETS, WALLS, OR OTHER ARCHITECTURAL FEATURES.
	WATER METER: INSTALLED BY OTHERS
CONTROL VALVES:	INSTALL TOP OF CROSS HANDLE A MAXIMUM OF THREE INCHES (3") BELOW FINISHED GRADE WHERE SHOWN ON DRAWINGS AND AS DETAILED. WHEN GROUPED TOGETHER, ALLOW A MINIMUM OF TWELVE INCHES (12") BETWEEN VALVE BOX SIDES. SPACE CONTROL VALVES ACCORDINGLY. INSTALL EACH REMOTE CONTROL VALVE IN A SEPARATE VALVE BOX. INSTALL VALVE BOXES FLUSH WITH GRADE. WHEN PARALLEL, TO ROADWAY, SIDEWALK OR OTHER PERMANENT ELEMENT OR STRUCTURE, CONTROL VALVE AND BOX ARE TO BE INSTALLED PERPENDICULAR TO ELEMENT OR STRUCTURE, SPACED EQUALLY.
	MAINLINE GATE VALVES - INSTALL AS DETAILED ON DRAWINGS.
AIR-RELEASE VALVES - INSTALL AS DETAILED ON DRAWINGS.	
	CONTROL WIRING: ALL CONTROL WIRING TO BE LAID TO BOTTOM AND SIDE OF PRESSURE SUPPLY PIPE TRENCH. SEPARATE WIRE TRENCHES WILL NOT BE ALLOWED UNLESS APPROVED BY CONSULTANT PRIOR TO INSTALLATION.
INSTALL MINIMUM ONE (1) EXTRA CONTROL WIRE TO THE CONTROL VALVE LOCATED THE GREATEST DISTANCE FROM THE CONTROLLER IN BOTH DIRECTIONS AND LABEL EACH END BLANK.	

BACKFILLING: DO NOT BEGIN BACKFILLING OPERATION UNTIL REQUIRED SYSTEM TESTS HAVE BEEN COMPLETED. BACKFILL SHALL NOT BE DONE IN FREEZING WEATHER EXCEPT WITH PRIOR WRITTEN APPROVAL CONSULTANT. LEAVE TRENCHES SLIGHTLY MOUND TO ALLOW FOR SETTLEMENT AFTER BACKFILLING IS COMPLETE. TRENCHES SHALL BE FINISHED GRADED PRIOR TO WALK-THROUGH OF	
	ALL PRESSURE SUPPLY PIPES SHALL BE BEDDED WITH CONSTRUCTION GRADE SAND FOUR INCHES (4") BELOW INVERT OF PIPE, TO SIX INCHES (6") ABOVE TOP OF PIPE AND WIDTH OF TRENCH WHEN SITE CONDITIONS ARE ROCKY OR OTHERWISE UNFAVORABLE.
MATERIALS - EXCAVATED MATERIAL IS GENERALLY CONSIDERED SATISFACTORY FOR BACKFILL PURPOSES AFTER COMPLETING BEDDING REQUIREMENTS. BACKFILL MATERIALS SHALL BE FREE OF RUBBISH, VEGETATIVE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN TWO INCHES (2") IN MAXIMUM DIMENSION. DO NOT MIX SUBSOIL WITH TOPSOIL. MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE HAULED AWAY. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUITABLE BACKFILL IF EXCAVATED MATERIAL IS UNACCEPTABLE, OR NOT SUFFICIENT TO MEET BACKFILL, COMPACTION, AND FINAL GRADE REQUIREMENTS.	
	DO NOT LEAVE TRENCHES OPEN FOR A PERIOD OF MORE THAN FORTY-EIGHT (48) HOURS. OPEN EXCAVATIONS SHALL BE PROTECTED IN ACCORDANCE WITH OSHA REGULATIONS.
COMPACT BACKFILL TO NINETY PERCENT (90%) MAXIMUM DENSITY IN SIX INCH (6") LIFTS, DETERMINED IN ACCORDANCE WITH ASTM D1557 UTILIZING THE FOLLOWING METHODS: A. MECHANICAL TAMPING; B. PUDDLING OR PONDING. PUDDLING OR PONDING AND/OR JETTING IS PROHIBITED WITHIN TEN FEET (10'-0") OF BUILDINGS OR FOUNDATION WALLS.	
	PIPING UNDER PAVING: PROVIDE FOR A MINIMUM COVER OF TWENTY-FOUR INCHES (24") BETWEEN THE TOP OF THE PIPE AND THE BOTTOM OF THE AGGREGATE BASE FOR ALL PRESSURE AND NON-PRESSURE PIPING INSTALLED UNDER ASPHALT CONCRETE OR CONCRETE PAVING. PROVIDE SLEEVING AS REQUIRED BY MUNICIPALITY, OR AS SHOWN ON PLANS.
PIPING SHALL BE BEDDED WITH CONSTRUCTION GRADE SAND - SIX INCHES (6") BELOW PIPE TO SIX INCHES (6") ABOVE PIPE AND THE WIDTH OF THE TRENCH.	
	COMPACT BACKFILL MATERIAL IN SIX INCH (6") LIFTS AT NINETY-FIVE PERCENT (95%) MAXIMUM DENSITY DETERMINED IN ACCORDANCE WITH ASTM D1557 USING MANUAL OR MECHANICAL TAMPING DEVICES.
SET IN PLACE, CAP, AND PRESSURE TEST ALL PIPING UNDER PAVING, IN PRESENCE OF CONSULTANT OR OWNER PRIOR TO BACKFILLING AND PAVING OPERATIONS.	
	PIPING UNDER EXISTING WALK OR CONCRETE PAVEMENT SHALL BE DONE BY JACKING, BORING, OR HYDRAULIC DRIVING, BUT WHEN CUTTING OR BREAKING OF WALKS AND/OR CONCRETE IS NECESSARY, IT SHALL BE DONE AND REPLACED AT NO COST TO THE OWNER. OBTAIN PERMISSION AND PRIOR APPROVAL FROM OWNER TO CUT OR BREAK WALKS AND / OR CONCRETE.
3.04 FIELD QUALITY CONTROL	FLUSHING: AFTER PIPING, RISERS, AND VALVES ARE IN PLACE AND CONNECTED, BUT PRIOR TO INSTALLATION OF EMITTER HEADS, QUICK COUPLER VALVES, AND AIR RELEASE VALVES, THOROUGHLY FLUSH SYSTEM UNDER FULL HEAD OF WATER PRESSURE FROM DEAD END FITTINGS. MAINTAIN FLUSHING FOR FIVE (5) MINUTES THROUGH FURTHERMOST VALVES. CAP RISER AFTER FLUSHING.
	TESTING: CONDUCT TESTS IN PRESENCE OF CONSULTANT. ARRANGE FOR PRESENCE OF CONSULTANT A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF TESTING. SUPPLY FORCE PUMP AND ALL OTHER TEST EQUIPMENT. AFTER BACKFILLING, AND INSTALLATION OF ALL CONTROL VALVES & QUICK COUPLER VALVES, FILL PRESSURE SUPPLY PIPE WITH WATER, AND PRESSURIZE TO FORTY (40) PSI OVER THE DESIGNATED STATIC PRESSURE OR ONE HUNDRED TWENTY (120) PSI, WHICHEVER IS GREATER, FOR A PERIOD OF TWO (2) HOURS. A. LEAKAGE, PRESSURE LOSS - TEST IS ACCEPTABLE IF NO LEAKAGE OR LOSS OF PRESSURE IS EVIDENT DURING TEST PERIOD. B. LEAKS - DETECT AND REPAIR LEAKS. C. RETEST SYSTEM UNTIL PRESSURE CAN BE MAINTAINED FOR THE DURATION OF THE TEST. D. BEFORE FINAL ACCEPTANCE, PRESSURE SUPPLY LINE SHALL REMAIN UNDER PRESSURE FOR A PERIOD OF FORTY-EIGHT (48) HOURS.
WALK-THROUGH FOR SUBSTANTIAL COMPLETION:	A. ARRANGE FOR CONSULTANT'S PRESENCE A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF WALK-THROUGH; B. ENTIRE SYSTEM SHALL BE COMPLETELY INSTALLED AND OPERATIONAL PRIOR TO SCHEDULING OF WALK-THROUGH. ALL SODDED AREAS ARE TO BE COMPLETE WITH HEAD HEIGHT AND VALVE BOXES ADJUSTED ACCORDINGLY; C. OPERATE EACH ZONE IN ITS ENTIRETY FOR CONSULTANT AT TIME OF WALK-THROUGH, AND OPEN ALL VALVE BOXES; D. CONSULTANT SHALL GENERATE A LIST OF ITEMS TO BE CORRECTED PRIOR TO FINAL COMPLETION ("PUNCH LIST"); E. FURNISH ALL MATERIALS AND PERFORM ALL WORK REQUIRED TO CORRECT ALL INADEQUACIES DUE TO DEVIATIONS FROM CONTRACT DOCUMENTS, AND AS DIRECTED BY CONSULTANT; F. DURING WALK-THROUGH, EXPOSE ALL DRIP EMITTERS AND SPRINKLERS UNDER OPERATIONS FOR OBSERVATION BY CONSULTANT TO DEMONSTRATE THAT THEY ARE PERFORMING AND INSTALLED AS DESIGNED; PRIOR TO PLACING OF ALL MULCH MATERIAL. SCHEDULE SEPARATE WALK-THROUGH IF NECESSARY.
	WALK-THROUGH FOR FINAL COMPLETION: A. ARRANGE FOR CONSULTANT'S PRESENCE A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF WALK-THROUGH; B. SHOW EVIDENCE TO CONSULTANT THAT OWNER HAS RECEIVED ALL ACCESSORIES, CHARTS, RECORD DRAWINGS, AND EQUIPMENT AS REQUIRED BEFORE FINAL COMPLETION WALK-THROUGH IS SCHEDULED; C. OPERATE EACH ZONE IDENTIFIED AS DEFICIENT AT SUBSTANTIAL COMPLETION WALK-THROUGH FOR CONSULTANT TO REVIEW AT TIME OF FINAL COMPLETION WALK-THROUGH TO ENSURE CORRECTION OF ALL INCOMPLETE ITEMS; D. ITEMS DEEMED NOT ACCEPTABLE BY CONSULTANT SHALL BE REWORKED TO THE COMPLETE SATISFACTION OF CONSULTANT; E. IF AFTER REQUEST TO CONSULTANT FOR A WALK-THROUGH FOR FINAL COMPLETION OF THE IRRIGATION SYSTEM, CONSULTANT FINDS ITEMS DURING WALK-THROUGH TO BE DEFICIENT, CONTRACTOR SHALL BE CHARGED FOR ALL SUBSEQUENT WALK-THROUGHS. FUNDS WILL BE WITHHELD FROM FINAL PAYMENT AND/OR RETAINAGE TO CONTRACTOR, IN AMOUNT EQUAL TO ADDITIONAL TIME AND EXPENSES REQUIRED BY CONSULTANT TO CONDUCT AND DOCUMENT FURTHER WALK-THROUGHS AS DEEMED NECESSARY TO ENSURE COMPLIANCE WITH CONTRACT DOCUMENTS.
3.05 ADJUSTING	UPON SUBSTANTIAL COMPLETION OF INSTALLATION, FINE-TUNE ENTIRE SYSTEM BY REGULATING VALVES, ADJUSTING SPRAY PATTERNS AND BREAK-UP ARMS/SCREWS, AND SETTING PRESSURE REDUCING VALVES OR THROTTLING ELECTRIC VALVE FLOW CONTROL STEMS TO PROPER PRESSURE SETTINGS TO PROVIDE OPTIMUM AND EFFICIENT COVERAGE. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, AND BUILDINGS AS MUCH AS POSSIBLE. HEADS OF SAME TYPE SHALL BE OPERATING AT SAME PRESSURE +/- SEVEN PERCENT (7%).
	IF IT IS DETERMINED THAT IRRIGATION ADJUSTMENTS WILL PROVIDE PROPER AND MORE ADEQUATE COVERAGE, MAKE SUCH ADJUSTMENTS PRIOR TO FINAL ACCEPTANCE, AS DIRECTED, AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS MAY ALSO INCLUDE CHANGES IN NOZZLE SIZES, DEGREES OF ARC, AND CONTROL VALVE THROTTLING.
ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE DESIGNATED.	
	AREAS WHICH DO NOT CONFORM TO DESIGNATED OPERATION REQUIREMENTS DUE TO UNAUTHORIZED CHANGES OR POOR INSTALLATION PRACTICES SHALL BE IMMEDIATELY CORRECTED AT NO ADDITIONAL COST TO THE OWNER.
3.06 CLEANING	MAINTAIN CONTINUOUS CLEANING OPERATION THROUGHOUT DURATION OF WORK. ALL TRASH OR DEBRIS GENERATED BY INSTALLATION OF IRRIGATION SYSTEM SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR OFF-SITE.

Revisions	
Issued for	
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Roosevelt Park
Phase 3 Preliminary Plat
Avondale, Arizona
Irrigation Specifications

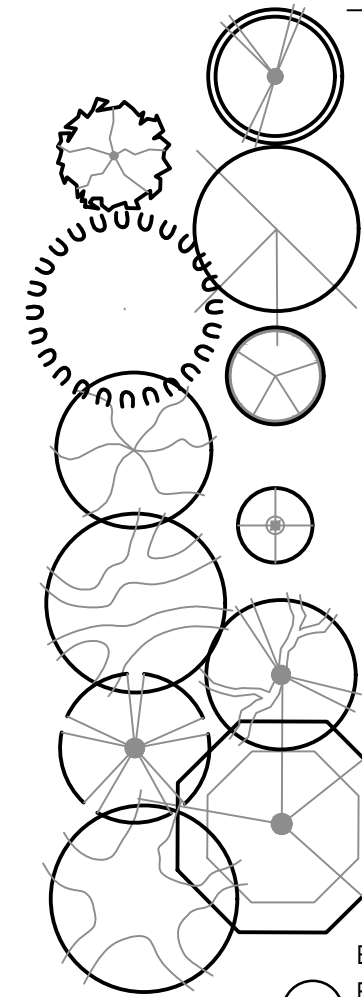


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PLANT MATERIALS LEGEND						
Botanical Name Common Name	Size	Qty.	Height (in feet)	Width (in inches)	Caliper (in inches)	Emitter Allocation Maintenance Notes
Trees						
Acacia aneura Mulga Acacia	24" Box					(4) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Bauhinia lunarioides Anacacho Orchid Tree	15 gal.					(6) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE CLEANUP OF LEAF LITTER IN FALL
Chitalpa tashkinensis Chitalpa	24" Box					(6) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE CLEANUP OF LEAF LITTER IN FALL
Dalbergia sissoo Sissoo	24" Box					(4) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Fraxinus greggii Little Leaf Ash	24" Box					(6) 1 GPM EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE REMOVE SUCKERS FROM BASE OF TRUNK
Olea europaea 'Wilsonii' Olive	24" Box Multi					(6) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Pistacia lentiscus Mastic Tree	24" Box 15 gal.					(6) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Pistacia chinensis 'Red Push' Red Push Pistache	24" Box					(6) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Pithecolobium flexicaule Texas Ebony	15 gal.					(6) 1 GPH EMITTER STAKE AS REQUIRED, TRIM BRANCHES HIGH ON YOUNG TREES IF NEAR WALKS; REMOVE MISTLETOE & DEAD BRANCHES
Prosopis hybrid 'AZT' Mesquite	15 gal.					(4) 1 GPH EMITTER STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Quercus virginiana 'Cathedral' Oak	24" Box					(6) 1 GPH EMITTER STAKE AS REQUIRED, TRIM YOUNG TREES TO ENCOURAGE GOOD BRANCHING STRUCTURE
Ulmus parvifolia 'Sempervirens' Elm	24" Box.					(6) 1 GPH EMITTER STAKE AS REQUIRED, PERIODIC LIGHT TRIMMING TO MAINTAIN FORM
Extra Large Shrubs	Size					(6) 1 GPH EMITTER REMOVAL OF FROST DAMAGED WOOD IN THE SPRING
Bougainvillea sp.	5 gal.					(2) 1 GPH EMITTERS CUT TO 9" AROUND NOVEMBER 1ST
Caesalpinia gillesii Yellow Bird of Paradise	5 gal.					(2) 1 GPH EMITTERS CUT TO 9" AROUND NOVEMBER 1ST
Caesalpinia mexicana Mexican Bird of Paradise	5 gal.					(2) 1 GPH EMITTERS REGULAR SHAPING DURING GROWING SEASON
Cordia Boissieri Anachuita	5 gal.					(2) 1 GPH EMITTERS REGULAR SHAPING DURING GROWING SEASON
Dodonea viscosa Hopbush	5 gal.					(2) 1 GPH EMITTERS THIN AND HEAD BACK IN EARLY SPRING, REMOVE DEAD WOOD
Tecoma spp.	5 gal.					(2) 1 GPH EMITTERS VIGOROUS GROWTH OF TERMINALS MAY REQUIRE HEADING BACK TO MAINTAIN DENSE COMPACT FORM
Vauquelinia californica Arizona Rosewood	5 gal.					(2) 1 GPH EMITTERS
Large Shrubs	Size					
Cassia artemisioides 'Silver' Silver Cassia	5 gal.					(2) 1 GPH EMITTERS ESSENTIALLY MAINTENANCE FREE
Leucophyllum sp.	5 gal.					(2) 1 GPH EMITTERS SELECTIVELY PRUNE IN WINTER TO RENEW
Ligustrum japonicum Japanese Privet	5 gal.					(2) 1 GPH EMITTERS SELECTIVELY PRUNE IN WINTER TO RENEW
Simmondsia Chinensis Jojoba	5 gal.					(2) 1 GPH EMITTERS REGULAR SHAPING DURING GROWING SEASON
Nerium Oleander 'Little Red' Oleander 'Little Red	5 gal.					(2) 1 GPH EMITTERS SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL
Medium Shrubs	Size					
Eremophila sp.	5 gal.					(2) 1 GPH EMITTERS SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL
Leucophyllum frutescens 'compacta' Compact Texas Sage	5 gal.					(2) 1 GPH EMITTERS SELECTIVELY PRUNE IN WINTER TO RENEW
Ruellia brittoniana Ruellia	5 gal.					(2) 1 GPH EMITTERS CUT BACK IN LATER WINTER TO REMOVE FROST DAMAGE AND RENEW GROWTH
Teucrium fruticans Bush Germander	5 gal.					(2) 1 GPH EMITTERS LOW MAINTENANCE
Small Shrubs	Size					
Buxus microphylla japonica Green Beauty Boxwood	5 gal.					(2) 1 GPH EMITTERS SELECTIVELY PRUNE
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.					(2) 1 GPH EMITTERS REGULAR TRIMMING AND HEDGING WILL REDUCE FLOWERING
Guara lindheimeri Pink Guara	1 gal.					(2) 1 GPH EMITTERS REMOVE & REPLACE DEAD PLANT AFTER IT BLOOMS
Russelia equisetiformis Coral Fountain	5 gal.					(2) 1 GPH EMITTERS LOW MAINTENANCE
Groundcovers	Size					
Eremophila prostrata Outback Sunrise Eremophila	1 gal					(2) 1 GPH EMITTERS ESSENTIALLY MAINTENANCE FREE
Gazania rigens 'Sun Gold' Trailing 'Yellow Gazania	1 gal.					(2) 1 GPH EMITTERS SELECTIVELY PRUNE IN WINTER TO RENEW
Lantana sp.	1 gal.					(2) 1 GPH EMITTERS PRUNE TO SHAPE OR TO REMOVE FROST-DAMAGED WOOD
Rosmarinus officialis 'Prostratus' Trailing Rosemary	1 gal.					(2) 1 GPH EMITTERS HEAD BACK AND THIN BRANCHES PERIODICALLY TO KEEP PLANTS FULL AND ATTRACTIVE
Teucrium chamaedrys 'prostratum' Prostrate Germander	1 gal.					(2) 1 GPH EMITTERS LOW MAINTENANCE
Cacti/ Accents	Size					
Agave spp.	5 gal.					(1) 0.5 GPH EMITTER REMOVE AND REPLACE DEAD PLANT AFTER BLOOMS
Aloe barbadensis Medicinal Aloe	5 Gal.					(1) 1 GPH EMITTER ESSENTIALLY MAINTENANCE FREE
Bouteloua gracilis Blond Ambition	1 gal					(1) 1 GPH EMITTER LOW MAINTENANCE
Cereus hildmannianus Queen of the Night	5 gal.					(1) 0.5 GPH EMITTER ESSENTIALLY MAINTENANCE FREE
Dasyliroa sp.	5 gal.					(1) 1 GPH EMITTER CUT TO THE GROUND IN LATE WINTER OR EARLY SPRING
Euphorbia spp.	1 gal					(1) 1 GPH EMITTER ESSENTIALLY MAINTENANCE FREE
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.					(1) 1 GPH EMITTER REMOVE SPENT FLOWER STALKS
Hesperaloe parviflora 'Brakelights' Red Yucca	3 gal.					(1) 1 GPH EMITTER REMOVE SPENT FLOWER STALKS
Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.					(1) 1 GPH EMITTER CUT TO THE GROUND IN WINTER OR EARLY SPRING
Muhlenbergia rigens Deer Grass	1 gal.					(1) 1 GPH EMITTER CUT TO THE GROUND IN WINTER OR EARLY SPRING
Muhlenbergia rigida 'Nashville' Nashville Muhly Grass	5 gal.					(1) 1 GPH EMITTER CUT TO THE GROUND IN WINTER OR EARLY SPRING
Noima matapensis Beargrass	5 gal.					(1) 1 GPH EMITTER LOW MAINTENANCE
Opuntia sp.	5 gal.					(1) 0.5 GPH EMITTER ESSENTIALLY MAINTENANCE FREE
Portulacaria afra minima Dwarf Elephant Food	5 gal.					(1) 1 GPH EMITTER ESSENTIALLY MAINTENANCE FREE
Yucca sp.	5 gal.					(1) 0.5 GPH EMITTER ESSENTIALLY MAINTENANCE FREE



PLANT MATERIALS LEGEND						
Botanical Name Common Name	Size	Qty.	Height (in feet)	Caliper (in inches)	Emitter Allocation	Maintenance Notes
Vines						
Bougainvillea 'California Gold' Orange Bougainvillea	5 gal				(2) 1 GPH EMITTER	REMOVAL OF FROST DAMAGED WOOD IN THE SPRING
Ficus pumila Creeping Fig	5 gal				(2) 1 GPH EMITTER	PRUNE MATURE PARTS OF PLANT TO GET MORE DESIRABLE LEAVES

MONTHLY MAINTENANCE						
JANUARY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO.				AUGUST	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE.
FEBRUARY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; APPLY PRE-EMERGENT TO CONTROL SPRING AND EARLY SUMMER WEEDS, APPLY ONE TIME FEBRUARY 25 TO MARCH 25.				SEPTEMBER	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE; TURN OFF TURF IRRIGATION ONE WEEK PRIOR TO SCALPING BERMUDA GRASS.
MARCH	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; TRIM YELLOW LANTANA PER NOTES; TRIM OLEANDER, BOUGAINVILLEA, RUELLIA PER NOTES.				OCTOBER	LAWN MAINTENANCE - PERENNIAL RYE - SCALP AND LIGHTLY DETHATCH BERMUDA GRASS NO EARLIER THAN SEPTEMBER 25; REPAIR AND ADJUST ROTOR OR SPRAY HEADS IF NEEDED; PLANT PERENNIAL RYE GRASS AT RATE OF 15 POUNDS PER 1000 SQ. FT.
APRIL	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE GRASS AT 3/4" OR SHORTER TO ENCOURAGE SPRING TRANSITION TO BERMUDA GRASS; TRIM VALENTINE NO LATER THAN APRIL 7.				NOVEMBER	LAWN MAINTENANCE - PERENNIAL RYE - WHEN OVERSEEDDED RYE IS 2", BARELY MOW THE RYE NO SHORTER THAN 1-1/2". ONCE ESTABLISHED WHEN EACH PLANT HAS 3 TO 4 BLADES, LOWER THE MOWER HEIGHT ; TRIM RED BIRD PER NOTES.
MAY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE AT 1/2" WITH A REEL MOWER UNTIL THE OVERSEED DIES.				DECEMBER	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO SPRAY PER-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS DURING THE MONTH OF DECEMBER FOR WEED CONTROL.
JUNE	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT; REMOVE THATCH MORE THAN 1/2" THICK; AERIFY AS NEEDED DURING THE FIRST 4 WEEKS OF SUMMER.					
JULY	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT.					

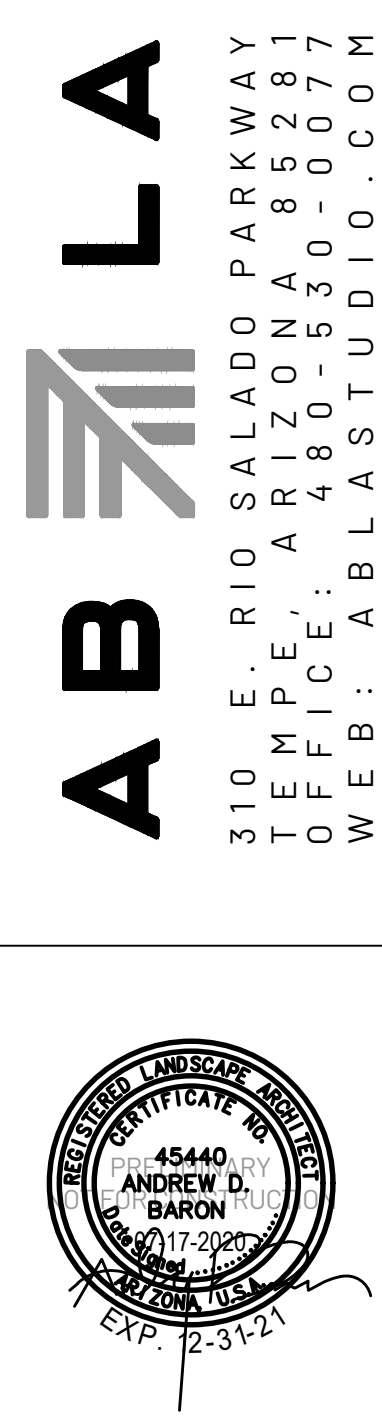
LANDSCAPE MAINTENANCE GUIDELINES						
The horticultural palette for Roosevelt Park is based on a traditional planting style with transitional themes. Appropriate maintenance of the plantings is important to maintain the viability, appearance, and style that are consistent with this theme. A permanent, underground automatic irrigation system shall be provided to all plant materials creating a viable landscape. ABLA and the City of Avondale- have created the following landscape maintenance specifications.						
In addition, all landscape areas should be maintained according to their approved landscape plans and original plant palette. Landscape areas are to be kept clean and free of weeds, debris, and refuse. The removal of dead plant material is important as well as infected plant material. An efficient landscape maintenance plan can help reduce the overall cost of landscape maintenance by reducing water consumption, general pruning and maintenance, time, materials, and stress. Debris removal should be the primary concern, followed by time and labor for monthly pruning. Excessive pruning removes the blooms and destroys the natural shape of the plant material, promoting excessive woody growth and in some cases destroying the plants overall aesthetics. Poor irrigation system maintenance can lead to wasteful and high water usage due to over watering and faulty systems.						
10. Replace and/or fix emitters and tubing. 11. Assure proper and efficient emitter placement near plant materials. 12. Move emitter emission points as plants mature. 13. Check that basin size is within dripline and adjust accordingly. 14. Flush Y strainers on all drip valves annually, or as required to keep emitters operating. 15. Confirm proper operation and calibration of all master valves and flow sensors annually. 16. Check accuracy of PSI at pressure regulators						

The following Landscape Watering and Maintenance Calendar is recommended:						
January	Flush irrigation system and check the filters.					
February	Move emitter emission points as needed.					
April	Check irrigation system thoroughly. Replace controller backup battery.					
June	Check emitters and sprinklers.					
July	Check controller settings after every power outage.					
August	Check emitters and sprinklers.					
September	Move emitters out to dripline.					
October	Adjust controller for overseeding schedule.					
November	Check irrigation system thoroughly.					

Irrigation controllers shall receive initial programming that will include input from sensors, weather access and configurable zone properties to a standardized evapotranspiration (ET) equation. Controller should also be set automatic shutdown and notification in case of emergencies and show actual flow records and responses in real time. Contact controller manufacturer representative for advanced setting features. 'Smart' operation shall then be initiated and should not need adjustment except during overseeding grow-in once a year. Close observation of operation and plant health should be observed and noted. Landscape Maintenance Contractor is to provide a monthly report to the Management Company on observations.						
Emitter Schedule See legend at left for DRIP EMITTER SCHEDULE.						
Frequent Inspections The Landscape Maintenance Contractor shall provide an initial Irrigation programming and operation settings log. A copy of this log should be available at all times and a copy given to the Manager and Association after routine inspection. The log should include, but is not limited by:						
1. Location of all controllers. 2. Initial programming settings. 3. Controller Station Data sheet. 4. Landscape Maintenance Contractors initials and date.						

Repair The Landscape Maintenance Contractor is responsible to employ qualified irrigation technicians to maintain and repair irrigation systems on site. The Landscape Maintenance Contractor shall keep an inventory of commonly required repair parts on site to facilitate prompt irrigation system repairs. Repairs shall be made with the same make, model and brand of material to avoid adversely affecting the system's efficiency by use of a different part. All irrigation components shall meet the requirements set forth in the original design intent.						
Plant Maintenance Plant maintenance is especially important in the early stages of establishment. Landscape plantings will require maintenance throughout the different seasons. Primary maintenance tasks include, but are not limited to:						
1. Consistent and regular irrigation, including water application in response to specific requirements above the seasonal climatic schedule. Throughout the site quick coupling valves have been placed for this purpose. 2. Weed control, fertilization, insect and disease control and prevention. 3. Pruning of trees and shrubs as directed by a certified tree worker and/or certified arborist and is to meet the guidelines set forth in this manual.						
Seasonal Weekly inspection's should be conducted and documented to analyze plant material for health signs such as the following:						
1. Health Loss - In normal and thriving plants this will appear as a failure to grow, droopy or unopened flowers or leaves, small leaf forms for the species, leggy or thin growth. The causes for these symptoms could range from heat stress, over or under watering, wind or frost damage, incorrect installation, damage, desiccation or changed growing circumstances. Individual treatment for each problem is required when determining circumstances of decline and treatment. 2. Disease - leaf withering, dieback, galled, swollen or blackened branches, cancer, fungus, oozing bark, root rot, blotchy or discolored foliage. 3. Soil, Fertilizer, Chemical Imbalance - fertilizer burn at the leaf margins, yellowish-green or uncharacteristically yellow leaf color (chlorosis), brown-yellow salt burn at the leaf malThe application of fertilizers and soil chemicals should be applied with discrimination and care, confined strictly to affected areas only. Plant maintenance specifics should be consulted.						

Gravel Areas Concrete headers should be maintained in a neat condition. Maintain gravel mulch and soil levels at the correct grade in relation to concrete headers. Regrade or fill as necessary all stained or missing gravel to match existing. Keep mulches at least 2-4 inches from plant stems or trunks. Gravel depths should be maintained in a clean, uniform and neat manner throughout the project site. Gravel should be replaced when necessary to repair damage from vandalism, irrigation, chemical breakdown, erosion, maintenance, vehicles, human impact, etc. All granite areas are to be raked to an aesthetically pleasing appearance as needed, but no less than once a month.						
Planting Wells Maintain existing plant wells.						
Storm Grate Cleaning Storm grates are to be clean and free of debris. Check after major storms and management notified of clear condition.						
Irrigation Maintenance Seasonal Irrigation should be operated using available 'Smart' technology provided by the manufacturer. After setting the initial appropriate schedule, using the controller in 'Smart' mode, the irrigation system will use the minimum amount of water necessary to maintain growth, health and the vigor of all plant materials. Contact the controller manufacturer local representative for advanced settings. At least four times yearly a thorough check of all parts of the irrigation system shall be performed, and the system confirmed to be working properly. General maintenance includes, but is not limited to, the following:						
1. Check accuracy of controller operation. 2. Replace battery pack annually, or as recommended by manufacturer. 3. Open and close control valves to assure proper operation. 4. Check for leaks, erosion areas, standing and muddy water. Repair as required. 5. Open valve boxes while under operation and check for leaks. 6. Check for broken and missing sprinkler parts and repair using the same nozzles and spray bodies. 7. Check heads and sprinklers are plumb and flush with the soil surface. 8. Clean areas of debris or grass that is affecting sprinkler spray. 9. Make sure there is no overspray onto sidewalks, streets, walls, and buildings.						



Roosevelt Park
Phase 3 Preliminary Plat
Avondale, Arizona
Maintenance Plan



Revisions	
△	
△	
△	
Issued for	
☐ Design Dev.	
☐ Progress	
☒ City Submittal 07-17-2020	
☐ Bid Set	
☐ Construction	
Title	
Maintenance Plan	
Date Issued	07-17-2020
Scale	
Drawn By	CR
Checked By	CH, AB
Project Number	
Permit Number	
Sheet Number	

Fertilization

All plant material in granite-covered areas will be fertilized using the following compounds:
10-20-10 at 2 pounds per 100 square feet.
Fertilization promotes plant growth and an increase in water consumption. Apply the recommended amount only.

Edges

Curbs, walkways, building edges, tree borders, planting beds and fence lines shall be edged or trimmed by weed eater with each mowing to maintain a clean appearance. Mechanical, blade mounted edger's should be used along sidewalks, walls, curbs, drives and other areas where a uniform, clean edge is desired. Extreme care should be used to protect tree trunks from damage.

Weed Control

All granite-covered areas should be free of weeds at all times. Herbicides should be selected according to the weed it is intending to destroy. Applications should occur twice a year, once in April for summer weeds and once in September for control of winter weeds. **Total soil sterilants should never be used, as they will kill any existing vegetation, leach into nearby areas, and will stay in the soil for many years.**

Pruning Standards

All plants should be allowed to grow to their natural form and size, unless specifically noted. Plants should be pruned to promote structural strength and to accentuate their natural form and features.

Plant materials should only be pruned and thinned once a year and at specified times according to individual plant specimens. This will allow each plant to recover it's natural shape, size, texture, and seasonal color. Excessive watering promotes excessive growth and is discouraged.

Tree Pruning

Tree pruning is to be performed by a certified arborist and is to be done according to the American National Standard ANSI A300. Experienced tree arborists, whom through related on-job experience and training, are familiar with the hazards, techniques and aesthetics of this work, including pruning, thinning, maintenance, removal or repair, and the equipment that is needed for their performance should do the pruning.

Climbing spurs or irons are not permitted. Tree pruning is a potentially hazardous occupation and is to be undertaken by experienced and trained arborists, all of whom are covered by Workers Compensation, public liability and property damage, and completed operations insurance.

For use on this project, the following tree pruning classifications are to be utilized: Fine pruning, Medium pruning, and Coarse pruning.

Fine Pruning

Fine pruning involves the removal of diseased, dying, interfering, objectionable, twisted, obstructing, hazardous, weak and dead branches, as well as, selectively thinning to lessen wind resistance. Removal of these branches is to include those on the main trunks and those in the foliage area. In regards to fine pruning the following specifications apply:

1. All cuts should be cut close to parent limb or trunk, without cutting into the branch collar or leaving a stub. No flush cuts. Cuts should be clean.
2. Precutting branches may be necessary for branches that are too heavy to handle and to prevent splitting or bark peel. Branches should be lowered to the ground if there is a potential for hazard to property or to the tree as a whole specimen. Ropes and/or cherry pickers may be necessary to achieve the desired result. The weaker or least desirable of crossing limbs should be removed to as not leave a hole in the tree.
3. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution.
4. Where a tree is known to be diseased, tools should be immediately disinfected with methyl alcohol at 70% (denatured wood alcohol diluted approximately with water) or 50% Clorox (50% water solution after each cut and between trees known to be diseased) so as to mitigate transmitting the disease to other specimens.
5. Inspections on older trees should be done routinely to monitor past treatments and to ensure proper closure and callus growth.
6. Cutting the root at both ends, notching the roots center with a chisel, and removing the entire root without injuring the parent stem or bard, should treat girdling roots.
7. In reference to the above-mentioned items, any structural weakness, decayed trunks, diseased conditions, split crotches or branches should be documented in writing to the Owner and Landscape Maintenance Contractor, and corrective measures given.

Medium Pruning

Medium pruning involves the removal of diseased, dying, interfering, objectionable, twisted, obstructing, hazardous, weak and dead branches on the main trunk and those within the foliage area. Branches up to 1" in diameter may remain on occasion within the main foliage are when it is not practical to remove.

The following specifications should apply:

1. Cuts should be made close to the parent limb or trunk (without cutting into the branch collar or leaving a stub) and to allow closure under normal conditions. At all times clean cuts should be made. Where it is necessary to cut branches too heavy to handle, branches should be selectively lowered to the ground by ropes or a cherry picker, to prevent splitting or bark peel and to mitigate property or tree damage. No flush cuts.
2. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution (See background information).

3. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution.
4. Where a tree is known to be diseased, tools should be immediately disinfected with methyl alcohol at 70% (denatured wood alcohol diluted approximately with water) or 50% Clorox (50% water solution after each cut and between trees known to be diseased) so as to mitigate transmitting the disease to other specimens.
5. Inspections on older trees should be done routinely to monitor past treatments and to ensure proper closure and callus growth. For cosmetic purposes the wound may be dressed with a thin layer of wound dressing where appropriate.
6. In reference to the above-mentioned items, any structural weakness, decayed trunks, diseased conditions, split crotches or branches should be documented in writing to the Owner and Landscape Maintenance Contractor, and corrective measures given.

Formal pruning, such as balling, bonsai-ing, poodle-ing, squaring, and shearing of shrubs is strictly prohibited. Constant formal pruning is time consuming, expensive, and detrimental to the health and lifespan of shrubs. Pruning can lead to an unnatural appearance, inhibit a plants ability to receive moisture and nutrients, reduce blooming, increase water consumption, create an additional plant waste and is detrimental to the plants longevity.

Pruning should be done under the following circumstances only:

1. Removal of branches that could potentially create a safety hazard to pedestrians and vehicular traffic.
2. Removal of malformed, diseased, weakened or dead branches.
3. Removal of crossing, twisted, or crowded branches.
4. Encourage, control, and direct plant growth.

Removal of branches under the above four conditions can be done during routine maintenance any time during the year. The frequency that plants are pruned depends on a variety of factors, such as, weather, natural growth habit, type of plant, flowering conditions, and landscape requirements.

Tree Staking

Tree stakes and ties should be maintained to properly support a young tree. Inspections should occur every 60 days to prevent chafing, girdling and rubbing which can cause bark wounds. Guys should be removed after one year with the stakes left in the ground. The stakes are to be removed the following year. Stakes should be cut below scaffold branches to not interfere with branch growth.

Turf Weed Control

Turf Pre-emergent

The best defense of weeds is healthy turf grass. All turf areas can be treated for broadleaf weed control. Two applications of pre-emergent weed control can be applied if weeds are a problem; one in the early spring and one in the fall to help prevent weeds from germinating. Chemical weed control should only be used on established lawns so as not to damage newly installed and seeded turf. Spot treatments of Diquat are effective on dormant winter Bermuda lawns. Labels should be followed exactly and the user should use protective clothing and thoroughly review the material safety data sheets for products being handled.

Turf Post Emergent

All turf areas shall be treated in the spring and fall for weed control. Two applications of a combination post emergent should be applied during the growing season for the control of grassy and broadleaf weeds or as directed by the Association. Additional applications will be billed as per square foot. Post emergent applications should not be used in areas where Winter Ryegrass is applied. Use products containing Glyphosate or Glufosinate as active ingredients listed on the label. Caution should be used as these are both non-selective, they will kill both grass and broadleaf plants. There are good selective products available. Labels should be followed exactly and the user should use protective clothing and thoroughly review the material safety data sheets and labeling for this products being handled.

Turf Fertilization

Bermuda responds to a fall application of potassium. It helps Bermuda grass "rest" better and then comes out of dormancy with improved vigor. Fertilization of turf and plants shall be accomplished through approved "fertilization" system. Applications shall meet or exceed the following guidelines:

Turf fertilization shall occur on a regular basis to ensure proper growth and an aesthetic appearance. Lawns that are over fertilized require more water and mowing. Once monthly fertilization is sufficient, however the minimum is 4 applications of fertilizer a year. Fertilizer shall be spread in the early morning or evening and watered in thoroughly. Iron (ferrous sulfate or iron chelates) should be added to keep grass green and to not promote excessive growth.

Recommendations include:

1. At least once a year apply a complete fertilizer i.e., 21-7-14.
2. Slow release sulfur coated urea containing trace minerals at a rate of (l) pound of nitrogen per 1000 square feet per application during the summer and fall. In winter a granular fertilizer shall be applied.
3. Analysis of turf during the growing season to ensure proper nutrient utilization and proper rate of application.

Fertilization Cycle

Early Spring	Promotes regrowth following dormancy, provides quick greening
Early Summer	Insures healthy, deep green lawn
Summer	Maintains lawn health and color
Winter	Promotes hardiness, encourages new cool-season grass growth

Mowing and Edging

Turf Heights:

Bermuda	¾" - 3½"
Perennial Rye	¾" - 2½"

Peak Growing Season

Height (inches)	Frequency (days)
½	2 - 3
1	4 - 5

Turf shall be cut uniformly with no more than 30 percent of the blade removed. Contractor will rake, bag and remove all clippings that work day after mowing unless a mulching mower is used. Frequent mowing eliminates the need to bag clippings. The closer one mows, the more often one must mow. Lower mowing heights increase stress because they reduce leaf area, which decreases the plants ability to photosynthesize. With a higher mow the deeper the root system helps grass plants withstand stress during hot weather and uses less water. Bermuda grass is dormant during the winter months and needs watering once in a 3-4 week period during this time. Mowing should be performed with equipment that is in clean, good working order with blades that are regularly sharpened to maintain uniform cutting heights and all mowers should have deflector shields. Don't mow in the same pattern each time.

All trash and debris should be cleaned up and removed prior to mowing. Uneven or gouged mowing should be corrected the day the damage results. Sprinklers should be checked after each mowing.

Scalping/De-Thatching

All turf should be scalped and de-thatched to remove excessive growth if required. Scalping occurs when mowing too closely to the turf and removing more than 1/3 of the grass blades. Turf that is too short will be less efficient with water consumption. Adjust mower to prevent scalping. Thatch is caused by over-fertilizing and over-watering. Dethatching should occur during the summer months to allow Bermuda grass to recover for the following growth period.

Turf Aeration

Aeration should be performed at least two times per year or when the turf grass is growing vigorously. Avoid aerating during the season of active weed germination. Do not aerate with a solid-tined punch tool. Allow soil plugs to remain onsite until the next turf mowing breaks them up. Fertilize and irrigate immediately after clean up of the cores. This is also a good time to add gypsum.

Turf Watering

Turf should be watered in the early morning cool period 1-3 hours before sunrise (before 5 am) to minimize excessive evaporation loss from wind and sun and provide maximum water to roots. Water should be applied to evenly distributed areas and often enough to avoid wilting in between watering periods.

Lawns shall be watered no more than six days a week during the summer, with the exception of Ryegrass. This allows for a one day dry-out for mowing and maintenance. Turf shall be watered no more and no less than to a depth of 8-10 inches.

Sprinkler heads shall be adjusted to prevent overspray onto sidewalks, walls, and streets and to provide head to head coverage.

'Smart' controller operation will monitor underwatering and overwatering of turf grasses. Visual monitoring of turf grass is recommended and should be noted in any reports to the Owner and Mangement.

Tree, Shrub, Groundcover and Vine Watering

Water and Irrigation Requirements

Optimum moisture for root establishment and growth shall be provided for a minimum of two growing seasons. Following this period, adequate water moisture levels shall be met with regard to the correct amount or water needed, for example deep watering schedule, cycle and soak, etc.

Plant materials shall receive sufficient water to meet their basic and health needs to maintain vigor and an active state of growth. Watering too little can wilt plants to the point where there is no return to health. Watering too much can starve the roots of oxygen, also leading them to a point of no return.

The Arizona Municipal Water Association designed the following watering schedule as guidelines for newly planted desert adapted plants. Weeks 1 & 2 - Water every 1-2 days in summer, every 3-4 days fall through spring
Weeks 3 & 4 - Water every 3-4 days in summer, every 6-7 days fall through spring
Weeks 5 & 6 - Water every 4-6 days in summer, every 7-10 days fall through spring
Weeks 7 & 8 Water every 7 days in summer, every 10-14 days fall through spring
Weeks 9 & 10 Gradually extend the time between irrigations until plants are established.

NOTE: After the eighth-week, move the drip emitters to the outer edge of the root ball. *High water plants will require more frequent irrigations.

Frequency/Quantity

Watering cycle shall be adjusted during the rainy season so as to not water after rains. Shade portions of the landscape may receive 30% less water than areas in full sun. (See APPENDIX 8: WATERING SCHEDULE GUIDELINES).

Application Rates

It is the responsibility of the Landscape Maintenance Contractor to carefully monitor the irrigation system and plant material's response to determine sufficient water quantities and frequency levels. Deep, infrequent watering for trees is preferable to shallow, frequent watering. Deep-water percolation into the soil encourages deep root growth, rather than to circle at the surface as is common with shallow watering. Deep water levels encourage deep root growth, which will stabilize the tree. Over-watering, however, can encourage excessive growth and lead to more pruning and mowing.

Water depths and widths depend on the type, size and age of plant. Large trees need more water as a result of a larger root zone than a shrub or groundcover. (See APPENDIX 6: DETAILS AND SPECIFICATIONS).

Trees shall be watered to at least a 3-foot depth. Shrubs shall be watered to a 2-foot depth. Groundcovers, cacti, and annuals shall be watered to a 1-foot. Turf shall be watered to a depth of ten inches.

1.1.3 Water/Soil Moisture Monitoring

A soil probe can be used to monitor moisture penetration into the root zone. Soil moisture content shall be checked routinely and documented. This information can be used to adjust the automatic controller in regards to rate of water application.

In certain circumstance hand watering may be necessary and shall be done with a hand wand to minimize impact on plant materials.

Maintain gravel mulch levels as per the Landscape Construction Documents to reduce evaporation. Plants should be reset to the proper grades and in an upright position.

Plant Replacement

Plants that are dead, diseased, and unattractive and have poor shape should be removed and replaced with the same plant as per the original landscape plan. All plants should be disease-free, healthy specimens. In addition, plants should be replaced in the same location with the soil removed and replaced. This is done to mitigate future problems if the soil is unhealthy. The Association, prior to planting, should approve any changes to plant material type.

If plant material is destroyed (or the shape altered as defined in Pruning Section) by the Landscape Maintenance Contractor due to improper pruning, the Landscape Maintenance Contractor shall replace the plant materials "in kind".

General Recommendations

As mentioned in the site description, the landscape is typical of an arid, low desert terrain. Most plants used will not be indigenous to the area and require seasonal irrigation. Maintenance needs will vary depending on each plants' adaptability to the site.

To properly maintain all the site landscape areas, it must first be appreciated that the less adapted a species is to these site conditions, the more care it must be given. Three factors are typically resulting factor in a plant species' decline: the susceptible species, the causal agent and the environment. While a fungus may be present, it does not necessarily dictate an infection in a particular plant. The plant would need to be weakened and the environment therefore becomes the causal agent to infect the species.

Visible signs of a plant's decline can be the result of a number of different factors. The primary causes can be age, disease, infestation or chemical and/or mechanical damage. Environmental factors, such as, over and under watering, can further enhance problems due to the above factors. The severity of decline depends ultimately on other stresses to which the plant is subjected to. A healthy plant can usually recover, one that is stressed can not.

Preventive Maintenance

Landscape Maintenance should take two approaches:

Curative

The Curative Approach uses minimum maintenance, the "wait and see" for a plant to respond to treatment. It also deals with problem as they arise and primarily addresses the causative agent, which requires a plant to show signs of decline before treatment.

Preventive

The Preventive Approach uses the goal of plant maintenance as their optimum preventive method. The goal is to maintain a plants optimum vitality and health because healthy plants are more resistant to disease, infestation, mechanical and chemical damage and various climatic stresses.

The Landscape Maintenance Guidelines prefer using the preventive approach. Benefits include less overall costs and healthier looking plants as it deals with the causes of decline before they happen. While there are a multitude of reasons that lead to the decline of a plant, the Landscape Maintenance Contractor is expected to be familiar and educated with the varying causal factors that can lead to and affect a plants' vitality. The Landscape Maintenance Contractor should also be familiar with some of the most common infectious organisms, insects and other pests.

In addition, due to the ever-changing market for insect and disease treatment controls, these are not a part of the guidelines. It is encouraged that the Landscape Maintenance Contractor utilizes environmental and cost-effective methods of prevention before seeking the use of costly and potentially harmful chemical treatments.

Persistent, unusual problems should be addressed with a professional horticultural consultant familiar with the pest and plant. A good source in Maricopa County is the University of Arizona, Maricopa County Cooperative Extension Service.

Potential Project Site Disease Problems

Infectious Organisms, Insects and other Pests

Being educated about the habits of insects and pests can help in discouraging or inviting them. Some insects are beneficial and are to be encouraged while others are pest and to be discouraged. Weather has a great impact on the behaviors of infectious organisms, insects and pests. Variations in climate and other weather conditions can cause unpredictable occurrences. A lack of vegetation in an arid climate most of the year can with heavy rains promote the growth of many non-indigenous plant species, and an outbreak of rodents and pests. In hot, dry weather vegetation typically dries up and these populations will migrate to more fertile, usually irrigated, lands to survive drought and heat while looking for a food source.



Revisions



- Issued for
☐ Design Dev.
☐ Progress
☒ City Submittal/07-17-2020
☐ Bid Set
☐ Construction

Title

Maintenance Plan
Date Issued 07-17-2020

Scale

Drawn By

CR

Checked By

CH, AB

Project Number

Permit Number

Sheet Number

Exhibit H

Certificates of Adequate School Facilities

Littleton Elementary School District

Tolleson Union High School District



CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for an amendment to the Roosevelt Park PAD and General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Roosevelt Park PAD Project Manager: Nick Labadie
Request: PAD and General Plan Amendment Acreage/Parcel Size: 128 acres
Current Density Allowed: 6.21 units per acre Density Proposed: 4.76 units per acre
Total number of residential units proposed: 607

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:

A donation agreement is in place to assist in the
District's needs to accommodate this development.

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 6/5/18
School District: Littleton Elementary District
District Superintendent: Dr. Roger S. Freeman
Phone #: 623-478-5611
E-mail: freeman.roger@littletonaz.org

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.avondale.org/developmentservices



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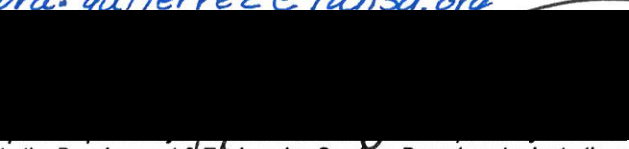
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes ☐ No ☐

If answered yes, please explain below:

****If additional writing space is needed, please attach pages to this form****

Date Reviewed: 5/4/2018
School District: TOLLESON UNION HIGH SCHOOL DISTRICT No. 214
District Superintendent: NORA GUTIERREZ
Phone #: 623-478-4000
E-mail: nora.gutierrez@tuhisd.org

Signature: 

It is the developer's responsibility to ensure that this certificate 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

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