



City of Avondale

City Council Online Meeting

Monday, March 22, 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>

Using a Mobile Device? Download the Zoom Cloud Meeting App

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



City Council Online Meeting Notice & Agenda Monday, March 22, 2021

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

Using a Mobile Device? Download the Zoom Cloud Meeting App

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

WORK SESSION 6:30 PM

CALL TO ORDER BY MAYOR

1. ROLL CALL BY THE CITY CLERK

2. CAPITAL BUDGET AND ASSET REPLACEMENT DISCUSSION

City Council will receive a presentation from staff regarding the City's Capital Improvement Program (CIP) and Asset Replacement Program in preparation of the fiscal year 2022 (FY2022) budget which begins on July 1, 2021. 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 their comments to CityClerk@AvondaleAZ.gov prior to consideration of that agenda item.

REGULAR MEETING

7:00 PM

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

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

2. UNSCHEDULED PUBLIC APPEARANCES

(Limit three minutes per person. Please state your name.)

3. RECOGNITION ITEMS

a. EXCEPTIONAL STUDENT OF AVONDALE RECOGNITION (AVI STAR STUDENT)

The Mayor and City Council will recognize Avondale students from schools located in Avondale for their character and achievement. 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 February 1, 2021 City Council Meeting Minutes. The Council will take the appropriate action.

b. RESOLUTION 1017-0321 - SECOND AMENDMENT TO THE ALAMAR PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH BROOKFIELD LAKIN LLC

City Council will consider a request to adopt Resolution 1017-0321, approving the Second Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, which (1) revises the framework for the management of funding responsibilities within the planned Alamar Community Park, (2) adds public wireless fidelity network infrastructure (WiFi) as a required element within the Community park, (3) updates the location of the planned City of Avondale public safety facility within the Alamar master planned community to reflect the location agreed to by the City subsequent to the 2018 Development Agreement approval and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

c. RESOLUTION 1018-0321 – INTERGOVERNMENTAL AGREEMENT FOR THE CREATION AND PARTICIPATION IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM

City Council will consider a request to adopt Resolution 1018-0321 approving an Intergovernmental Agreement with various agencies for the creation and participation in the West Valley Investigative Response Team (WVIRT) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. SELF-INSURED EMPLOYEE BENEFITS

City Council will consider a request from staff to prepare the City to exit the Arizona Metropolitan Trust and initiate its own self-insured employee benefits program. The Council will take appropriate action.

1) RESOLUTION 1015-0321 - WITHDRAWAL FROM THE ARIZONA METROPOLITAN TRUST

City Council will consider a request to adopt Resolution 1015-0321, authorizing the withdrawal of the City of Avondale's membership in the Arizona Metropolitan Trust and authorizing the Mayor, City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

2) RESOLUTION 1016-0321 - AUTHORIZING THE CITY MANAGER TO ENTER INTO EMPLOYEE BENEFITS CONTRACTS

City Council will consider a request to adopt Resolution 1016-0321, authorizing the City Manager to enter into contracts for the procurement of medical, dental, vision, and life insurance benefits and authorize Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

3) REQUEST FOR POSITIONS IN THE HUMAN RESOURCES AND THE FINANCE AND BUDGET DEPARTMENTS

City Council will consider a request to (a) authorize the addition of three full-time equivalent (FTE) positions to include a Senior Human Resources Benefits Analyst and a Human Resources Benefits Specialist in the Human Resources Department as well as a Senior Budget Analyst in the Finance and Budget Department; (b) and authorize the Mayor, City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. ORDINANCE 2015-0321 - SALE OF REAL PROPERTY LOCATED NEAR AVONDALE BOULEVARD AND VAN BUREN STREET

City Council will consider a request to adopt Ordinance 2015-0321 authorizing the sale of approximately 12.99 acres of real property located at 11348 W Van Buren Street, Avondale, Assessor Parcel Number 102-57-263, 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 1019-0321 - SPECIFIC AREA PLAN FOR OLD TOWN, CASHION, AND LAS LIGAS/RIO VISTA (APPLICATION PL-20-0056)

City Council will hold a public hearing and consider a request to adopt Resolution 1019-0321 for Application PL-20-0056 Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista. The Plan is to reflect evolving economic development and planning conditions to attract new businesses and residential development to these areas. The intent of the Plan is to reflect the City's current level of expectation for revitalization in the next several years in the three areas. 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: Capital Budget and Asset Replacement Discussion

MEETING DATE: 3/22/2021

TO: Mayor and Council

FROM: Lindsey Duncan, Finance and Budget Director, (623) 333-2011

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

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

PURPOSE:

City Council will receive a presentation from staff regarding the City's Capital Improvement Program (CIP) and Asset Replacement Program in preparation of the fiscal year 2022 (FY2022) budget which begins on July 1, 2021. This item is for discussion only.

BACKGROUND:

This is part of a series of presentations regarding the development of the fiscal year 2022 budget. This presentation will give a general overview of the CIP and asset replacement program. Staff will discuss the sources of funding and highlight projects requested for FY2022.

DISCUSSION:

The information presented will lead to future discussions during the development of the FY2022 budget. Through this process, and leading up to the production of the City Manager's Recommended Budget, staff seeks Council's input on funding priorities for FY2022.

STRATEGIC PLAN ALIGNMENT:

This agenda item supports all Avondale Strategic Outcome Areas. The Strategic Plan guides the allocation of funding to the highest priorities.

BUDGET IMPACT:

Presentations in this series will facilitate the production of the budget for FY2022 which represents the appropriated expenditure authority for the City.

RECOMMENDATION:

This item is for information and discussion only.

CITY COUNCIL REPORT

SUBJECT: Exceptional Student of Avondale Recognition (Avi Star Student)

MEETING DATE: 3/22/2021

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Service Director, (623) 333-2711

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

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

PURPOSE:

The Mayor and City Council will recognize Avondale students from schools located in Avondale for their character and achievement. This item is for discussion only.

BACKGROUND:

The Avi Star Student recognition goes to an Avondale student(s) who are to be recognized for their achievements. The achievement may be academic, extracurricular or personal and highlights the impact the student has made for themselves, their family, school, or community.

DISCUSSION:

Avondale students will be recognized for their character and achievement.

BUDGET IMPACT:

None.

RECOMMENDATION:

This item is for information and discussion only.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 3/22/2021

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 February 1, 2021 City Council Meeting Minutes. The Council will take the appropriate action.

BACKGROUND:

n/a

DISCUSSION:

n/a

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff recommends City Council approve the February 1, 2021 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
February 1, 2021

A **Work Session** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 6:30 p.m. All participants attended by phone or video.

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

Members Absent: Vice Mayor Veronica Malone.

Other Municipal Officials Present: 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; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; 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; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately 10 members of the public were present.

1. ROLL CALL BY THE CITY CLERK

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

City Council received an update from staff on the Community Development Block Grant (CDBG) CARES Act funding and provided input on community needs.

Chris Lopez, Neighborhood and Family Services Director, stated that the CARES Act was signed into law on March 27, 2020, with \$20 billion authorized for the Community Development Block Grant (CDBG) Program. During the first round, Avondale's allocation was \$426,811. An additional allocation has been authorized by the U.S. Department of Housing and Urban Development (HUD), with Avondale receiving \$606,152. Eligible activities must meet a national objective, including benefiting low to moderate income persons, aiding in the prevention and elimination of slum or blight; and meeting an urgent need in the community. Examples include: Assistance to small businesses; buildings and building improvements; and increasing public services. Avondale's activities were reviewed, including allocations for small business assistance and residential eviction prevention.

For the next round of funding, staff recommends \$110,000 for a new program to provide hotspots for students impacted by the pandemic. Another recommendation includes

\$85,000 to nonprofit organizations providing shelter for the homeless. Additional funds will address small business assistance and residential eviction prevention.

The school hotspot program is being proposed to assist the community by providing a vital service. There is a digital divide for a lot of students even before the pandemic as students were without sufficient access to the Internet. This program will make the internet available to students which would allow students to meet their educational objectives.

Mayor Weise asked for clarification that staff proposes to increase Wi-Fi hotspots around City buildings or to expand access to places where it does not currently exist. Mr. Lopez clarified that the proposal is for specific mobile hotspots that students would have access to in-home. Alternatively, they could take the mobile hotspot with them to a location conducive for use. This will be accomplished through grants to the school districts, who would assist in administration. Hotspots would come with a one-year limited subscription with educational filters.

Mr. Lopez continued with his presentation, providing information on the Temporary Shelter Program. Staff work closely with several non-profit organizations and serve the homeless population and especially those that offer a congregate shelter. The shelters are experiencing struggles due to COVID-19. The shelters are requiring individuals to test negative before they can have access to the congregated setting. This requires the shelters to create a quarantine environment for individuals who test positive. Staff are proposing grants to some of the nonprofit organizations and would be easily facilitated through existing agreements.

Council Member Nielson said there have been discussions with the Littleton District in terms of locating a need for internet access. He mentioned partnering with the school would be beneficial. He asked whether the homeless population would have to be moved out of Avondale to have shelter access. Mr. Lopez stated that I-HELP shelter is typically first to respond to the City's needs and there are several other shelters across the Valley that the City works with to provide services. In terms of internet access, City staff will assess the need across the districts in order to appropriately allocate assistance. They are also looking at bringing in access through hotspots at the library.

Mayor Weise stated that a couple of years ago, Universal Technical Institute (UTI) had offered to allow public school students access to their computer labs and he would like to know if the offer still stands. Mr. Lopez stated staff will explore that option.

Council Member Kilgore thanked Mr. Lopez for the presentation and stated allocating HUD funds is something the City does well. He believes the funds are being allocated appropriately and he likes how the funds are being mapped out. He gave kudos to Mr. Lopez and his team. He spoke about the importance of the addition of the temporary shelter, noting there are students and families that may be included under the McKinney Vento Act. He stated the hotspot program is honorable and noble as he has seen how this is a constant need among students. He has witnessed the school districts trying to find ways to help the students who are internet deficient. He liked the fact the hotspots

may only be used for educational purposes. He spoke positively about the fact this program will be administered through a grant that will be available to the schools to apply for. Through his experience as a teacher, he recommends staff look into using, Light Speed, which is a program that allows administrators to view student laptops in the district in order to monitor the appropriateness of the sites visited and block as necessary. In closing, he asked about whether unused funds will be reallocated. Mr. Lopez stated that they have the ability to make a 20 percent adjustment across the program activity. Anything greater than that would be considered a substantial amendment and require Council approval. Council Member Kilgore agreed with the 20 percent adjustment option and noted that the schools and community will benefit from the presented programs.

Mayor Weise asked Council Member Kilgore to forward information on the Light Speed program to staff. Mayor Weise thanked Council Member Kilgore for his expertise on the matter.

Council Member Conde thanked staff for identifying the needs in the community. She inquired if the budget for the hotspot program will need to be increased. Mr. Lopez stated that staff was faced with the task of distributing funds across program activities to address a range of community needs. Council Member Conde asked whether temporary housing for the homeless is being considered for Avondale hotels. Mr. Lopez confirmed that this is part of the plan. The City will work with the nonprofit organization to determine which hotels make the most sense based on logistics.

In response to a question from Council Member Dennis, Mr. Lopez said the nonprofit organizations want to ensure that COVID-positive individuals must be quarantined in a safe environment. They work to ensure connectivity to the program. In response to a question from Council Member Dennis, Mr. Lopez confirmed that the I-HELP program operates seven days a week.

Council Member Dennis noted that the budget includes \$152,935 for eviction prevention and asked whether the original budget of \$192,065 has been completely expended. Mr. Lopez stated that most of the funds are still available. The City also works with Maricopa County through the CAP Program which had a much more aggressive timeline, where funds had to be expended by December. This new pot of funding has a less aggressive timeline. In response to a question from Council Member Dennis, Mr. Lopez stated that they have not received applications for HOA dues as this is not designed in the program. If the circumstance arises, staff will work with the resident to assist them.

Council Member Pineda commented that the price of \$1,000 per family for a mobile hotspot seems quite high. He suggested working with providers to obtain a possible grant or subsidy to reduce fees. Mr. Lopez stated that staff intends to work with providers to negotiate better rates, particularly when buying in bulk. Council Member Pineda asked for clarity with respect to the hotel use for the homeless residents who test positive for COVID-19. Mr. Lopez clarified that the nonprofit organizations are already utilizing hotels and the hotels are aware of the specific COVID-19 uses. The hotels have been happy to provide this service to the community.

Mayor Weise stated that government should help the most vulnerable in the communities, and he sees the dollars going toward that. He spoke positively on the hotspot program as well as the temporary shelter program. He noted the importance of helping small businesses during this time, speaking about how the Small Business Assistance program had helped a business in Avondale.

3. ADJOURNMENT

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

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

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

Meeting adjourned at 6:59 p.m.

A **Regular Meeting** of the City Council of the City of Avondale, Arizona was convened using the Zoom Cloud Meeting platform in open and public session at 7:04 p.m. All participants attended by phone or video.

Mayor Kenn Weise led the Pledge of Allegiance. Mayor Weise announced that he signed proclamation honoring Black History Month and shared a few words of reflection.

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

Members Absent: Vice Mayor Veronica Malone.

Other Municipal Officials Present: 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; Ken Chapa, Economic Development Services Director; Lindsey Duncan, Finance and Budget Director; 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; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: No Approximately ten members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. RECOGNITION ITEMS

a. PROCLAMATION HONORING DETENTION OFFICER JAMES PLYMESSER

City Council presented a proclamation honoring Detention Officer James Plymesser on the occasion of his retirement after seventeen years of dedicated service to the Avondale community.

Police Chief Dale Nannenga recognized Detention Officer Plymesser for 17 years with City, providing a summary of his time in service. Mayor Weise read the proclamation into the record. Detention Officer Plymesser spoke of his history with the City. Council Members offered their thanks and congratulations.

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.

Mayor Weise asked if any Council Member wished to have an item removed from the Consent Agenda. Having no requests from Council, motion was made by Council Member Dennis, seconded by Council Member Nielson, to approve the Consent Agenda.

Upon vote, the motion carried unanimously 6 to 0.

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

a. MINUTES

City Council approved the December 14, 2020 City Council Budget Retreat Meeting Minutes.

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

City Council adopted 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 authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

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

City Council (a) approved 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) authorized an appropriations transfer; and (c) authorized the City Manager and City Clerk to execute the necessary documents.

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

City Council adopted 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 authorized the Mayor or City Manager and City Clerk to execute the necessary documents.

5. REGULAR AGENDA

Note from the City Clerk: Agenda Items 5a & 5b were presented together by Ken Galica, Lead Division Planner, Development and Engineering Services.

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 held a public hearing and considered a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of property owner Mr. Sharat Kanaka, Nirvana at Harbor Shores, 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.

Ken Galica, Lead Division Planner, reviewed the property details. Surrounding property is zoned PAD, to the east and north for residential and commercial uses to the west and south. The land has been undeveloped since annexation and rezoning, which occurred in 1985. Current zoning is McDowell and 107th Avenue PAD, allowing for community commercial (C-2). The General Plan Amendment request is to change the designation

from local commercial to high density residential (HDR) as the property has not been developed since annexed. The proposed PAD and site plan were reviewed. There is a future signal planned at the McDowell Road and Harbor Shores Boulevard intersection to the south, which will be warranted as additional commercial uses develop in the McDowell Road corridor. A pedestrian connection is provided from the primary entrance of the site to the Harbor Shores Boulevard public sidewalk. A secondary emergency vehicle access site is provided at the southwest corner.

Building types and details were reviewed. There is a setback of at least 80 feet from the edge of the building to the nearest single-family residential property line. There is 22 percent open space, which exceeds the 20 percent minimum requirement. Amenities were reviewed. Parking requirement minimums are provided, with 295 total spaces, including 76 enclosed garages and 98 carports. The proposed architecture is contemporary with some rustic materials. Staff feels the proposed GPA and rezoning will result in development that is compatible with existing uses in the area. The PAD conforms to the General Plan Land Use Map. Development standards proposed exceed zoning ordinance requirements. All required notifications were completed. Certificates of adequate school facilities have been received. The Planning Commission recommended approval on December 16, 2020.

Mayor Weise opened the public hearing. Dave Keller, resident of a neighboring community, submitted a comment stating that he is against the Harbor Shores development as he does not want a development blocking his view of the mountains.

Mayor Weise closed the public hearing and opened the floor for comments from Council.

Council Member Conde suggested shortening the timeline for the installation of the traffic light at Harbor Shores. She noted the importance of the pedestrian entrance to the west for children to use for school access. In response, Mr. Galica presented the entrance location on the site map. He stated that the four to five-year timing on the signal installation is only an estimate. Council Member Conde spoke positively on the materials used and the contemporary design. She commented on a desire for three-bedroom units as that is a current need in the community.

Council Member Kilgore noted his surprise that the land was undeveloped for 35 years and noted the change in the zoning is something he is grateful for. He stated he was grateful that the schools were contacted, and they have adequate compacity for the students. He stated he would like to see the traffic light but knows it is projected further out. He is supportive of the sidewalk and liked the idea of putting in a pedestrian gate. He stated that the development will be a good addition to the City in terms of building the City's housing portfolio. Since the onset of COVID, more people have been acquiring pets and it would be nice for the development to have a designated pet area. He stated this type of amenity would be nice and comforting to residents during this time. He noted a comment from a resident regarding this vacant property having landscaping issues, trash, and abandoned shopping carts. The resident commented that they are looking forward to this issue being resolved.

Mayor Weise echoed Council Member Kilgore's comment regarding the vacant land, stating how he was surprised nothing had ever been built on the property before.

Council Member Dennis stated that the proposed development is complementary to the existing neighborhood. She asked if impact fees will assist with the installation of the traffic light. Mr. Galica stated that the City has collected one-quarter of the signal cost from Copper Springs Hospital. In addition, 50 percent will be collected from the Park 10 development, which leaves one-quarter of the cost remaining. This remaining cost is budgeted in a future CIP and the need for the light is completely driven by the commercial development in the corridor.

Council Member Dennis commented that the project is car-friendly, but not pedestrian-friendly. She would like to add a third condition to add pedestrian access on the western boundary. Mr. Galica stated that the City endeavors to provide pedestrian access. In this case, a pedestrian gate would lead to a parking lot. Council is free to require this if they desire. Kevin Murphy, Development and Engineering Services Director, stated that staff recommended against this because they would essentially be dumping pedestrian access into a driveway that the fire department uses for parking and emergency vehicles returning to the fire station. The developer would have to come up with a safe way to move pedestrians across the drive lane to a parking area to 107th Street. Gina Montes, Assistant City Manager, stated that there is an opportunity to take a closer look to see how this might be addressed. Mr. Galica added that the applicant is comfortable providing the connection as directed by Council.

Council Member Nielson asked about a pedestrian route that goes north to Harbor Shores Boulevard. Mr. Galica said Harbor Shores wraps around, connecting to 107th Avenue. Council Member Nielson suggested the possibility of a traffic study. Mr. Galica said the traffic flows were evaluated and that most traffic will go to Harbor Shores.

Council Member Pineda said he empathized with the community member who was not in favor of having the development, as it would disrupt his view of the mountains. Individuals who purchased homes in that individual's gated community will now have an apartment complex directly adjacent to them. He noted that there was no indication at the community meeting from the four attendees present that they shared the same frustrations. He appreciates the setback from the casitas from those properties to the north. There may be a tough sell for residents to the new development, as they will be sandwiched between two medical buildings. At the same time, the City is in need of more multifamily housing availability. The proposed entry discussed earlier in the rear of the development, where residents would funnel into the private drive may be a safety hazard, as this is used by emergency and city vehicles. A better option would be to construct an additional entry in the front to allow pedestrians to take the sidewalk to the north or south.

Mayor Weise commented that this is a difficult property to build on as it is sandwiched between residential and medical. Access to 107th Avenue and McDowell is difficult at best. Concerns with having a gate include traffic, propping open the gate, people loitering in the BioLife Plasma parking lot and entering the apartment complex to utilize its

amenities. Issues like these are dealt with regularly and not a huge issue. Ideally, if residents of the community decide they would like a gate in the future, the management company can propose such plans to the City. He is in favor of the project.

Council Member Dennis commented that one of the City's goals is to create walkable communities and yet with such development proposals, the City negates its own goal of achieving walkability. She would like for staff and the developer to continue to consider potential safe options.

Mayor Weise asked Ms. Montes to provide stipulation for language in Item 5B. Ms. Montes stated that Council is free to direct staff to work with the developer to provide safe pedestrian access to 107th Avenue. A proposed stipulation is as follows: The developer shall provide a safe pedestrian connection from the project to 107th Avenue. The location and design of the pedestrian connection will be finalized during the site plan and design review application. Directing staff will work in earnest to determine whether there is a safe option. Council Member Dennis stated that having a directive to staff in this regard is acceptable.

Shaine Alleman, Tiffany & Bosco, stated that the developer is willing to work with the City to determine whether it is possible to create a safe pedestrian connection to 107th. The only concern with having a stipulation that uses the word "shall" in a situation where such a connection is determined to be unsafe or infeasible. Perhaps the language can just memorialize that they are committed to work with staff to create a safe pedestrian connection.

Ms. Montes stated that the language will direct staff to work with the developer. This will direct them to work towards this goal without the "shall" language.

Mayor Weise commented that Mr. Alleman has a significant history with the City and has been earnest with commitments to work with the City.

Council Member Dennis asked how the cost element will be addressed by the developer. Mr. Alleman stated that if there are ADA provisions offsite for curb cuts or striping to provide the connection, the developer is willing to include these as its costs.

Nicholle Harris, City Attorney, clarified that under Agenda Item B, the wording for the stipulation would be "Direction to staff."

Council Member Pineda moved to approve 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 through adoption of Resolution 1008-0221; Council Member Dennis seconded the motion.

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

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

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 held a public hearing and considered a request by Mr. Shaine T. Alleman, Tiffany & Bosco, P.A., on behalf of property owner Mr. Sharat Kanaka, Nirvana at Harbor Shores, 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.

Mayor Weise opened the public hearing and received one request to speak. Comments from Dave Keller were given within Agenda Item 5a. Mayor Weise closed the public hearing and did not receive any additional comments from Council.

Council Member Dennis moved to approve Application PL-20-0199 Nirvana at Harbor Shores, a request to rezone approximately 7.40- acres from McDowell and 107th Avenue Planned Area Development to Nirvana at Harbor Shores Planned Area Development subject to two (2) conditions as listed in the staff report through adoption of Ordinance 2009-0221 and a third condition directing staff to work with the developer to find the best way to address a pedestrian access; Council Member Conde seconded the motion.

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

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

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

City Council considered 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.

Ken Galica, Lead Division Planner, reviewed the property details. To the north will be a new collector street, Alamar Boulevard, which will connect to Dysart Road. The property is zoned PAD for single family residential use as part of the Alamar development. The properties to the north, south and east are also all part of Alamar and zoned PAD. The property to the west is currently unincorporated Maricopa County, not part of the PAD, and owned by Tolleson Union High School District. Up to this point, the District has no intention to develop the site with a school. An update on the other phases was provided. The majority of the subject phase is designated medium density residential, which allows 2.5 to 4 dwelling units per acre. The only exception is that the powerline corridor has an estate low density residential designation. Lot sizes and attributes were reviewed.

There are six parks provided in the subject phase. The most significant is Neighborhood Park Number 2, which is nearly three acres and will feature a multipurpose lawn, decorative and community gardens, loop trail system, terrace area, farm shed, olive grove, sand play area, large shaded play area. Parallel parking is provided. The other parks are less than one acre each and include a children's play area, turf area, seating and ramadas. To the south of the project is the powerline corridor with large high voltage powerlines. Such areas typically have limited use. Due to the water rights associated with the property, Alamar has significant turf corridors in the area, allowing recreational uses for residents. There are 11 connections from the subject phase neighborhood directly to the trail corridor. At the end of each cul-de-sac, there is a sidewalk connection to the corridor.

The preliminary plat conforms to the medium density residential General Plan designation as well as the Alamar PAD, zoning ordinance and subdivision regulations. Theming and design will be consistent with the other phases. Certificates of adequate school facilities have been received. The Planning Commission recommended approval in December.

Council Member Conde commented that it is refreshing to see larger lot sizes being added in Alamar and in Avondale in general. She noted the community entices residents to spend time outdoors. Mayor Weise agreed that the main objective for the corridor is to transform the unused land to a community asset.

Council Member Kilgore expressed gratitude to staff for their hard work and to the Planning Commission. He noted Council rely on their expertise and insight. Seeing that they voted for the approval of this item, he is happy to cast his vote of approval as well.

Council Member Dennis inquired about the alignment of El Mirage. Mr. Galica said El Mirage goes south from Las Ligas/Rio Vista, moves south, starts to curve from the

southeast, straightens out and proceeds to Indian Springs Road. El Mirage Road continues to the south where drivers can go east to Broadway Road. Council Member Dennis asked about a light at the intersection of Broadway and El Mirage. Mr. Galica said a light is not anticipated but a four-way stop is expected at the intersection. In response to a question from Council Member Dennis, Mr. Galica stated that he did not have the traffic measurement statistics that would necessitate installation of a light and would have to consult with the City's traffic engineer. Intersections of two collector streets do not typically have signals as those are usually reserved for arterial streets.

Council Member Dennis stated that she wished to ensure accessibility, especially during times where there are events occurring in the area, such as races.

Kevin Murphy, Development and Engineering Services Director, stated that the City uses the Manual on Uniform Traffic Control Devices (MUTCD) to determine the necessity of signal installation. For mitigation on large events, the City would look at the possibility of temporary traffic control.

In response to a question from Council Member Nielson, Mr. Galica confirmed the location of the new park. Wi-Fi will be available in the community park; however, he is not aware whether it will be included in the private parks. Bob Kammerle with Brookfield Development stated that Wi-Fi is available in the development's large Hay Moon Park and neighborhood parks but not in the smaller parks.

Mayor Weise spoke about the location of this project and suggested members of Council to drive the area to see the future site. He stated it was great news to see what is being done with the powerline corridor.

At the request of Mayor Weise, Ms. Montes stated staff will provide Council with driving directions to the site.

Council Member Nielson moved to approve Application PL- 20-0216 Alamar Phase 4 Preliminary Plat subject to four (4) recommended conditions; Council Member Conde seconded the motion.

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

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

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

City Council considered 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.

Rick Casswell, Senior Planner, stated that the property is approximately 30 gross acres and was annexed in 2001. A review of the previous phases and surrounding developments were reviewed. Predominant zoning is Planned Area Development (PAD). The BLVD is located to the west and zoned commerce park. Automotive retailers and business park development are to the east. The property is located within medium high density residential, which applies to all of the Roosevelt Park II with the exception of the local commercial in the southeast quadrant. To the north is freeway commercial. Roosevelt Park I to the south is slightly less dense and medium density residential. Lot types and sizes were reviewed. The main entrance will be at Roosevelt Parkway. Access to the remainder of the site will be from internal means only. The developer will be responsible for the construction of all water, sewer, and street infrastructure. This includes paying a proportional share of future traffic signals at the intersection of Roosevelt and 107th and the intersection of Van Buren and 111th. Along 111th Avenue, there are a number of frontage improvements that will be completed by the developer. This includes asphalt pavement, curb and gutter, sidewalks, streetlights and landscaping along the frontage.

Included in the plan is a 2.1-acre park at the southeast corner. It will include a basketball court, large turf area, open play, fitness stations, ramadas with picnic tables, barbeque grill, and play structures. An additional 1.3-acre park will be located at the southwest corner of the development. It includes a ramada, shade structure, barbeque, turf area, and picnic tables. Overall open space will comprise 21.4 percent. When including phases 1 and 2, there is 23 percent overall open space, which exceeds the 20 percent requirement. The total combined area for the parks is 3.38 acres. Gate designs and monuments will be in compliance with Phase 1 and 2 to create a seamless aesthetic. Required notifications were completed and no comments were received. The proposed subdivision adheres to the requirements of the PAD.

Council Member Nielson asked about a connection to 111th Avenue between Phases 2 and 3. Mr. Casswell did not have the details readily available and Mayor Weise asked staff to follow up in providing the information. The applicant, Joe Petrucci stated there is an access point just south of Phase 3.

Council Member Dennis commented that the access to 111th Avenue is great, particularly when the units are being built up on the BLVD. The trail system amenities are great for the community.

Council Member Kilgore expressed his appreciation for the project and did not have any questions for staff.

Council Member Conde concurred that the connectivity provides great access and adds to the visual aesthetics.

Mr. Casswell stated that certificates of adequate school facilities have been received.

Council Member Dennis moved to approve Application PL-20-0168 Preliminary Plat for the Roosevelt Park Phase 3 development subject to the four (4) recommended conditions as listed in the staff report; Council Member Nielson seconded the motion.

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

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

6. ADJOURNMENT

There being no further business before the Council, Council Member Kilgore moved to adjourn the Regular Meeting; Council Member Pineda seconded the motion.

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

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

Meeting adjourned at 8:47 p.m.

Kenn Weise, Mayor

CERTIFICATION AND ATTESTATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the Work Session and Regular Meeting of the Council of the City of Avondale held on the 1st day of February 2021. 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 1017-0321 - Second Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC

MEETING DATE: 3/22/2021

TO: Mayor and Council

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

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1017-0321, approving the Second Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, which (1) revises the framework for the management of funding responsibilities within the planned Alamar Community Park, (2) adds public wireless fidelity network infrastructure (WiFi) as a required element within the Community park, (3) updates the location of the planned City of Avondale public safety facility within the Alamar master planned community to reflect the location agreed to by the City subsequent to the 2018 Development Agreement approval and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

Alamar is a 1,179 gross acre master planned community roughly bounded by Avondale Boulevard on the east, Elwood Street on the north, Dysart Road on the west, and Southern Avenue on the south (Exhibits A and B). The property was annexed and zoned Planned Area Development (PAD) by action of the City Council in May 2018. The approved Alamar (formerly Lakin Property) PAD allows for development of a master planned community consisting of single-family residential lots and associated HOA-owned open spaces, a commercial site, a public community park, an elementary school site and a public safety facility site.

Phases 1 and 2 of Alamar, located at the southwest corner of Avondale Boulevard, are under construction. When complete, Phases 1 and 2 will include 807 single-family residential homes and common area parks and open spaces on 240.1 acres. Preliminary Plats for Phase 3, 317 lots and common area parks and open spaces on 111.70 acres, and Phase 4, 486 lots and common area parks and open spaces on 161.17 acres, were approved in May 2019 and February 2021, respectively.

A Pre-Annexation Development Agreement (PADA) between the City and the property owner, Brookfield Lakin LLC, was approved by City Council on May 21, 2018. The approved PADA (Exhibit E) establishes certain responsibilities of the developer and the City in relation to development of the Alamar master planned community. The most significant components of the approved agreement include:

- The City provides assurances that Alamar will be allowed to develop and receive City services.
- The City and developer jointly agree to develop a Community Park within the Alamar master planned community. The agreement also establishes the cost-share each party will contribute to the improvement of that future park.
- The City provides assurances related to the creation of a Community Facilities District (CFD) to finance certain infrastructure improvements. The Alamar CFD has since been approved by City Council.
- The developer agrees to contribute a pro-rata share to the City for reimbursement of the City's 2011 acquisition of Rigby Water Company, a private utility that until acquisition by the City had provided water service to development in this area.
- The developer agrees to convey property within the Alamar development to the City for a future public safety (Police/Fire) facility. The approved PADA provides for this site adjacent to Avondale Boulevard at the northeast corner of the Alamar development. The proposed Second Amendment to the Pre-Annexation Development Agreement redefines the location of this site, as discussed in the Summary of Request section of this report.
- The developer agrees to reserve a public elementary or K-8 school site within the development. The location of this school site, which will be owned and operated by Littleton Elementary School District, has since been identified west of the northwest corner of Avondale Boulevard and Broadway Road.

An Amendment (the "First Amendment") to the Pre-Annexation Development Agreement between the City and Brookfield Lakin LLC was approved by City Council in March 2020. The First Amendment modified agreement language pertaining to grandfathered irrigation rights, allowing a portion of those rights to be used to irrigate the planned City Park and greenbelt corridors within Alamar.

The Alamar property features four General Plan Land Use Map designations (Exhibit C), as follows:

- The majority of the north half of the property is designated **Medium Density Residential (MDR)**. The MDR designation accommodates development of suburban detached single-family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5.
- The majority of the south half of the property is designated **Estate Low Density Residential (ELDR)**. The ELDR category allows for development of detached single-family residential homes, potentially including an equestrian component, at a density of 1 to 2.5 dwelling units per acre (1 du/acre target density).
- The **Medium/High Density Residential (MHDR)** designation is applied to two pockets in the northeast quadrant of the planned development. The MHDR designation allows for a range of residential uses including single-family detached homes, single-family attached homes, 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 **Local Commercial** designation is provided adjacent to Avondale Boulevard. This 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.

Surrounding uses in the vicinity of the Alamar development include:

North: Several existing and proposed single-family communities in various stages of development, including Las Ligas, Cantada Ranch, Diamond P Ranch, and an 80-acre regional SRP substation (Rudd Substation). Properties to the north are zoned Planned Area Development (PAD), Urban Residential (R1-6) and Rural Residential (RR-43).

East: A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).

South: A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).

West: Avondale's wastewater treatment plant (zoned Agricultural) and properties within Maricopa County used for a sand and gravel mining facility and farming, zoned Rural (RU-43).

SUMMARY OF REQUEST:

The applicant is requesting approval of an amendment to the Pre-Annexation Development Agreement (PADA) approved by City Council in May 2018. The request, which will be the Second Amendment to the approved PADA, has three primary components: 1) Revising the framework for the management of funding responsibilities within the planned Alamar Community Park; 2) Adding public wireless fidelity network infrastructure ("WiFi") as a required element within the public Alamar Community Park; and, 3) Updating the location of the planned City of Avondale public safety facility within the Alamar master planned community.

Alamar Community Park - Management of Funding Responsibilities

Alamar Community Park is a planned City-owned park facility within the Alamar master planned community, approximately 40 acres in area, located at the northeast corner of El Mirage Road and Broadway Road. As established within the original PADA, cost to construct the park will be shared by the developer of Alamar, Brookfield Lakin LLC, who will contribute up to \$9,600,000, and the City, which will contribute up to \$8,000,000.

By statute, development impact fees cannot be used towards construction of more than 30 acres of any community park. Additionally, certain types of improvements, such as the planned recreational lake within the park, are also statutorily ineligible for funding through development impact fees. To ensure orderly development of the park in accordance with these statutes, the proposed amendment provides a framework for managing the timing and location of funding responsibilities related to construction of the park. Specifically, the amendment requires the City and developer to collaborate on demarcating which portions of the park will be developer funded and which will be City funded. The new language is purely procedural, allowing the City to utilize development impact fee funding on construction of eligible portions of the future park. The total financial commitments by the City and developer are unchanged.

Alamar Community Park - Public Wireless Fidelity Network Infrastructure (Wi-Fi)

Public wireless fidelity network infrastructure, more commonly known as Wi-Fi, was not included in the original scope of the planned Alamar Community Park. At the request of the City's Parks and Recreation Department, the Second Amendment to the PADA adds Wi-Fi infrastructure to the scope of the park development project, requiring the developer to install underground conduit and four (4) internet technology enclosures structures in Alamar Community Park. Upon completion, the City will reimburse the cost to the developer, estimated at \$134,200. This amount is in addition to the original \$8,000,000 City contribution towards development of the new park facility.

Relocation of Public Safety Facility Site

Following approval of the PADA in May 2018, the City's Police and Fire Departments expressed a desire for

the public safety facility within Alamar to be relocated from the original approved location on Avondale Boulevard to a site more centrally located within the community. In addition to better serving the community, it was determined that a more centralized location would have the added benefit of enhancing emergency response to Phoenix Raceway via El Mirage Road.

The proposed Second Amendment to the PADA formally revises the location of the future public safety facility site, replacing the original Avondale Boulevard location with a 3.02-acre parcel located adjacent to El Mirage Road south of Broadway Road. The City supports the revised location.

PUBLIC PARTICIPATION:

Public notification is not required for Development Agreements.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Development Agreements.

DISCUSSION:

The proposed PADA Amendment is beneficial to the City of Avondale for several reasons:

- The proposed language requiring demarcation of City-funded and developer-funded portions of the Alamar Community Park will ensure compliance with statutes pertaining to use of development impact fees.
- The addition of Wi-Fi infrastructure to the Alamar Community Park will provide an additional amenity to residents and other future users of the new facility.
- The revised Public Safety Facility location on El Mirage Road is more optimally situated to serve the future residents of the Alamar community and will also enhance emergency response to Phoenix International Raceway to the south.

Conclusion:

Staff recommends approval of the requested Development Agreement Amendment.

STRATEGIC PLAN:

INITIATIVE: Diverse Recreation and Entertainment Opportunities

- STRATEGY: Develop new recreation and entertainment options, as well as signature events and programs.

INITIATIVE: Community-Oriented Lifelong Learning Opportunities

- STRATEGY: Update facilities and spaces with technology, equipment, and public art.

INITIATIVE: Connected Community

- STRATEGY: Expand access and communication infrastructure to more City facilities and amenities.

BUDGET IMPACT:

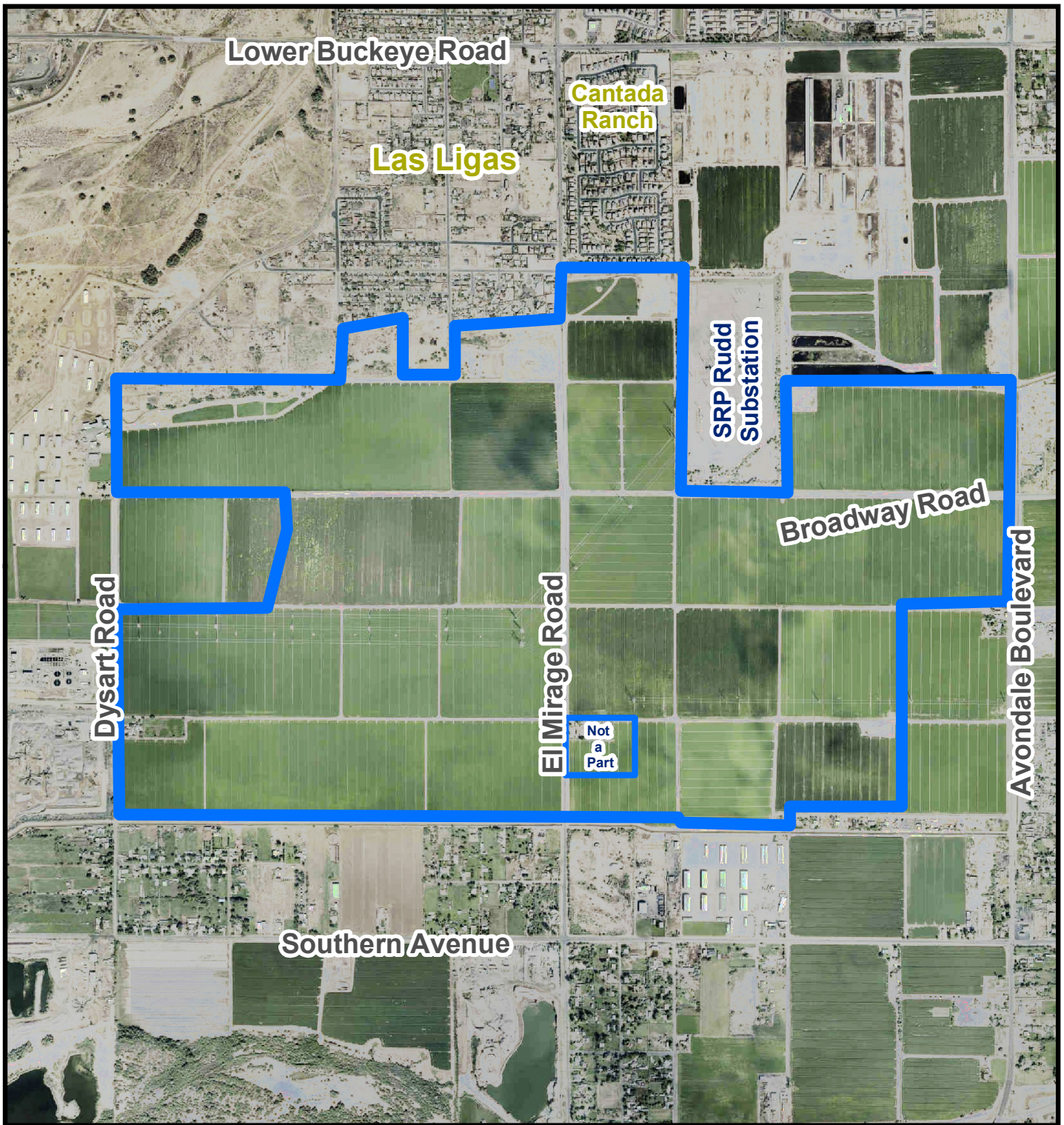
The proposed PADA Amendment commits an estimated \$134,000 of City funds towards the installation of Wi-Fi infrastructure within the planned Alamar Community Park. The \$134,000 towards the installation of Wi-Fi is included in the proposed FY2022 Capital Improvement Plan.

RECOMMENDATION:

City Council will **ADOPT** the Resolution approving the Second Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, and authorize the Mayor or the City Manager and City Clerk to execute the Development Agreement.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Resolution approving the Second Amendment to the Alamar Pre-Annexation Development Agreement with Brookfield Lakin LLC, and authorize the Mayor or the City Manager and City Clerk to execute the Development Agreement.

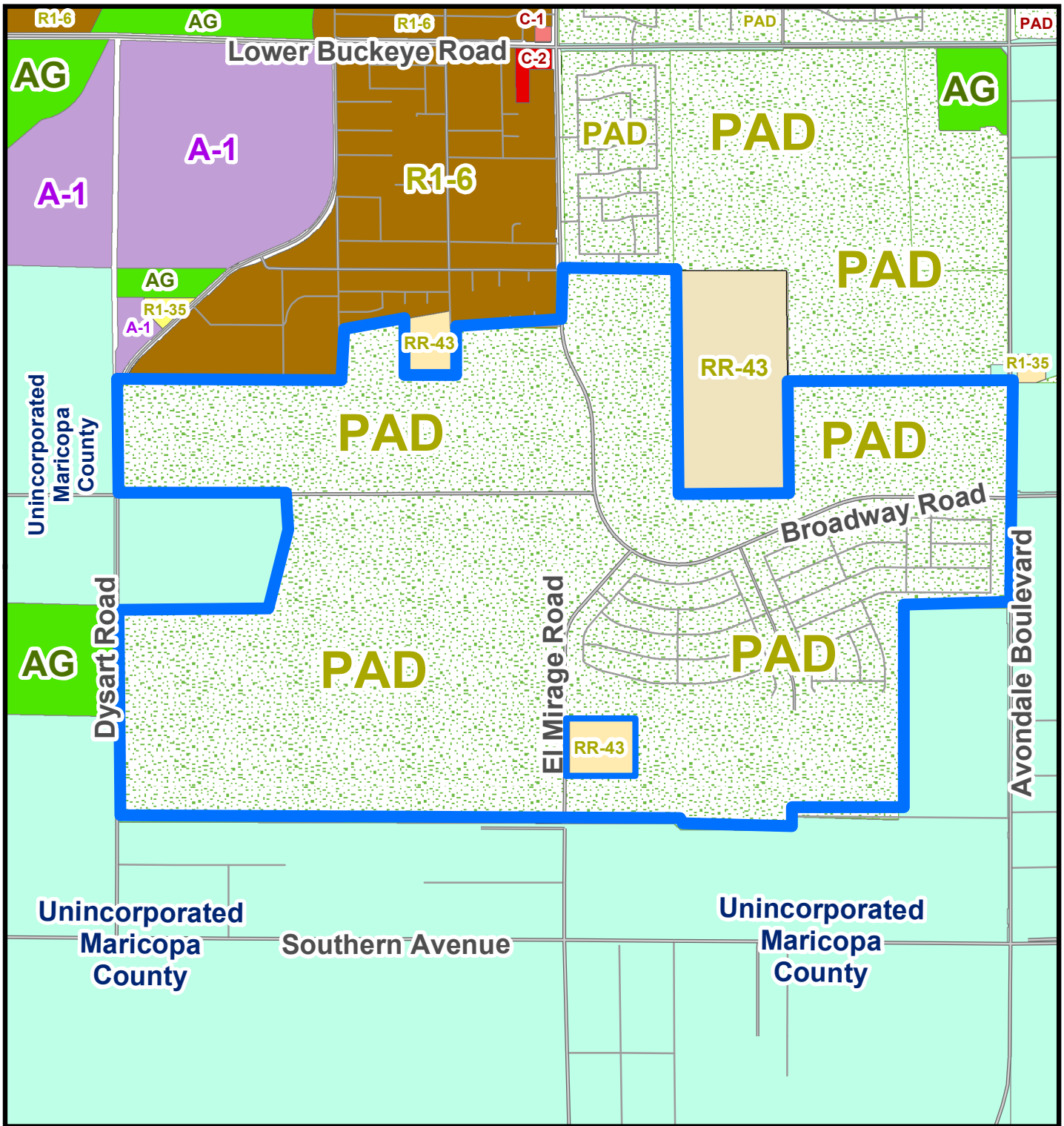


Aerial Photograph



 Alamar



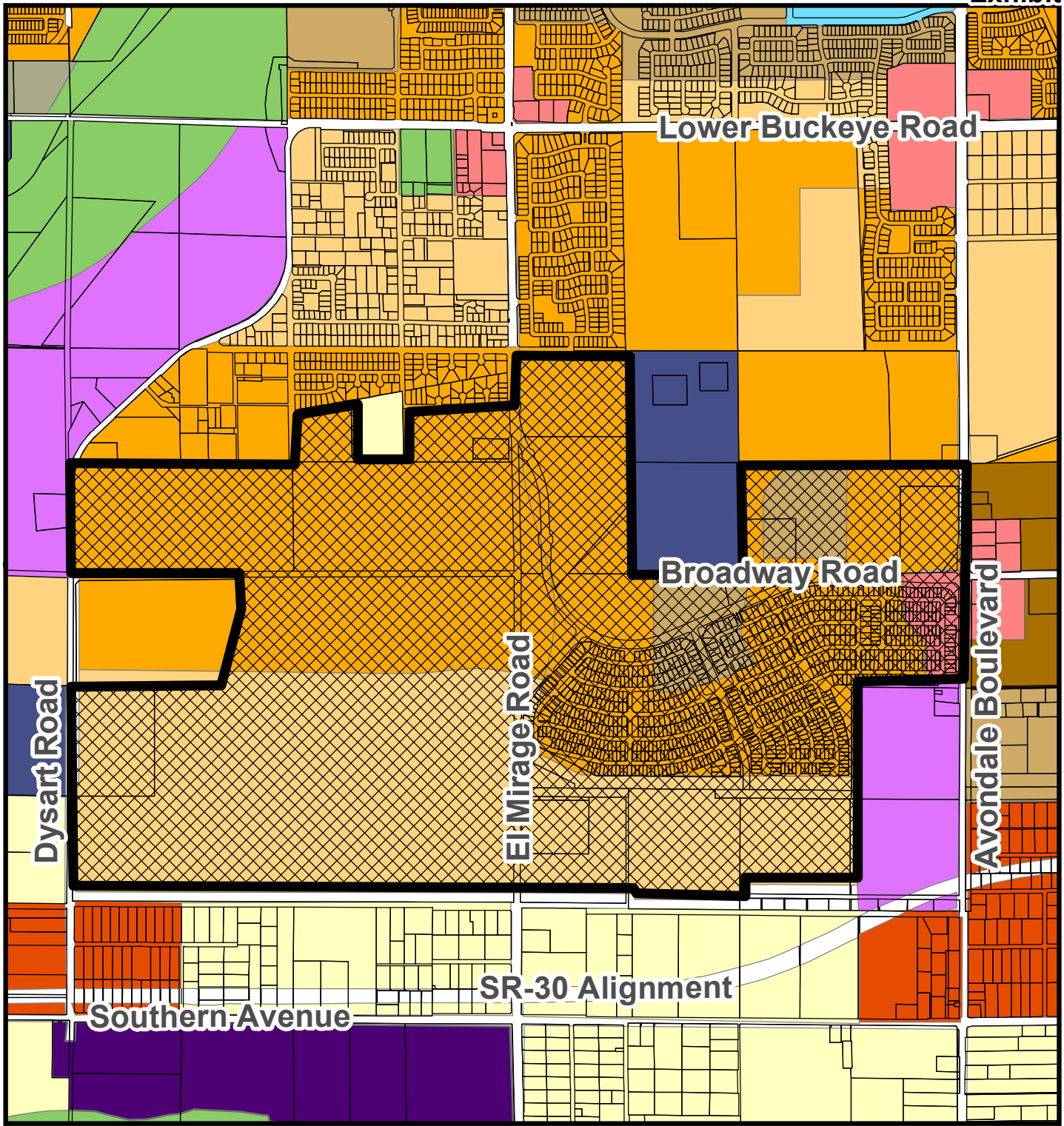


Zoning Vicinity Map



 Alamar





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 |
| Alamar | Education | Corporate Park |
| | | Open Space and Parks |



SUMMARY OF RELATED FACTS

<i>THE PROPERTY</i>	
PARCEL SIZE	Approximately 1,179 gross acres
LOCATION	Roughly bounded by Avondale Boulevard, Elwood Street, Dysart Road, and Southern Avenue
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 development of a master planned community consisting of single-family residential lots and associated HOA-owned open spaces, a commercial site, a regional City park open to the public, an elementary school site and a public safety facility site. The name of the PAD has since been changed to Alamar.
DEVELOPMENT AGREEMENT	A Pre-Annexation Development Agreement (PADA) with Brookfield Residential was approved by the City Council 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. An Amendment to the Pre-Annexation Development Agreement, modifying language pertaining to irrigation groundwater rights, was approved by City Council in March 2020.

<i>SURROUNDING ZONING AND LAND USE</i>	
NORTH	Several existing and proposed single-family communities in various stages of development, including Las Ligas, Cantada Ranch, and the planned Hermosa Ranch, and an 80-acre regional SRP substation (Rudd Substation). Properties to the north are zoned Planned Area Development (PAD), Urban Residential (R1-6) and Rural Residential (RR-43).
EAST	A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).
SOUTH	A mix of agricultural and large-lot rural residential uses on properties located in Maricopa County, zoned Rural (RU-43).
WEST	Avondale's wastewater treatment plant (zoned Agricultural) and properties within Maricopa County used for a sand and gravel mining facility and farming, zoned Rural (RU-43).

<i>GENERAL PLAN</i>
The Alamar property features four General Plan Land Use Map designations: The majority of the north half of the property is designated Medium Density Residential (MDR). The MDR designation accommodates development of suburban detached single-

family residential at a density range of 2.5 to 4.0 dwelling units per acre, and a target density of 2.5.	
- The majority of the south half of the property is designated Estate Low Density Residential (ELDR). The ELDR category allows for development of detached single-family residential homes, potentially including an equestrian component, at a density of 1 to 2.5 dwelling units per acre (1 du/acre target density). - The Medium/High Density Residential (MHDR) designation is applied to two pockets in the northeast quadrant of the planned development. The MHDR designation allows for a range of residential uses including single-family detached homes, single-family attached homes, 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 Local Commercial designation is provided adjacent to Avondale Boulevard. This 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.	

<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 located in Alamar west of the northwest corner of Avondale Boulevard and Broadway Road.
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Durango Street and Avondale Boulevard.

<i>STREETS</i>	
Broadway Road (becoming) El Mirage Road	
Classification	Major Collector
Existing half-street right-of-way	Varies
Standard half-street right-of-way	50 feet
Existing half-street improvements	None
Standard half-street improvements	Two (2) travel lanes, half (1/2) center turn lane, bike lane, curb and gutter, detached sidewalks, street lights and landscaping.
Alamar Parkway/El Mirage Road (South of Broadway Road)	
Classification	Minor Collector
Existing half-street right-of-way	Varies
Standard half-street right-of-way	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, street lights and landscaping.
Neighborhood Streets (Multiple)	
Classification	Modified Public Local
Existing half-street right-of-way	Varies

Exhibit D

Standard half-street right-of-way	25 feet
Existing half-street improvements	None
Standard half-street improvements	One (1) travel lane, curb and gutter, attached sidewalks, street lights and landscaping.

UTILITIES

Water service will be provided by a 16-inch water line in Broadway Road being constructed by the developer.

Sewer service is provided by an existing 36" trunk line that runs in an easement parallel to the power line corridor.

SRP provides electrical service in this portion of Avondale.

Exhibit E

Alamar Pre-Annexation Development Agreement

Approved May 21, 2018

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS PRE-ANNEXATION DEVELOPMENT AGREEMENT (this “**Agreement**”) is entered into May 21, 2018, by and between the City of Avondale, an Arizona municipal corporation (the “**City**”) acting by and through the Mayor and City Council (the “**Council**”), and Brookfield Lakin LLC, a Delaware LLC (“**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

A. The Developer has an interest in approximately 1,179 gross acres of real property located within the area roughly bounded by Avondale Boulevard, Elwood Street, Dysart Road and Southern Avenue, adjacent to the City limits in Maricopa County, Arizona, legally described in Exhibit A (Legal Description of the Property) and depicted on Exhibit B (Map of the Property), both of which are attached hereto and incorporated herein by reference (the “**Property**”). Lakin Cattle Company, an Arizona corporation and Cashion Farm Limited Partnership, an Arizona limited partnership (collectively, “**Owner**”) own the Property and have consented to the recordation of this Agreement on the Property.

B. The Owner and the Developer desire to have the Property annexed by the City (the “**Annexation**”) and to receive Council approval for Planned Area Development (“**PAD**”) zoning for the Property to develop a master-planned community (the “**Rezoning**”), as more particularly described in the narrative for the Lakin PAD currently pending approval from the City as Case No. PL-17-0223, date stamped April 2, 2018 (the “**Lakin PAD**”).

C. A portion of the Property is within the former service area of the Rigby Water Company. The City acquired the Rigby Water Company (the “**Rigby Acquisition**”) for the City to serve various future developments within the City, including those on portions of the Property. The City requires the Developer to reimburse the City for the portion of the cost of accomplishing the Rigby Acquisition upon such terms and conditions as provided in this Agreement. The Developer desires to contribute its pro rata share of the cost of the Rigby Acquisition upon such terms and conditions as provided in this Agreement.

D. The City desires to annex the Property into the corporate limits of the City, to be developed as an integral part of the City, to provide for the orderly, controlled, and quality growth in the area, to improve and enhance the economic welfare of the residents of the City, to ensure that the Property is developed in accordance with this Agreement, the Lakin PAD, and applicable City standards, and to ensure efficient use of City resources.

E. The City has determined that encouraging the development of the Property pursuant to this Agreement will result in significant planning, economic, and other public purpose benefits to the City and its residents by, among other things (i) the construction of certain public improvements, (ii) the development of the Property in a manner consistent with the City's General Plan and (iii) an increase in revenues to the City arising from or relating to the development of the Property.

F. The Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of and entered into pursuant to the terms of ARIZ. REV. STAT. § 9-500.05, to facilitate the Annexation, proper municipal zoning designation, and development of the Property by providing for, among other things, conditions, terms, restrictions, and requirements for the Annexation of the Property by the City and other matters related to the development of the Property, and to provide a procedure to prevent the proposed Annexation from becoming effective if the Lakin PAD application is not approved subject to conditions acceptable to the Owner and the Developer. The terms of this Agreement will constitute covenants running with the Property as more fully described in this Agreement.

G. The Developer and City acknowledge that development of the Property is a major undertaking for the Developer and that the Developer will incur substantial expenses in reliance on this Agreement and the approval of the Lakin PAD including, without limitation, costs to design and construct lots, streets, sewer and water lines, other utility lines and infrastructure, park sites, trails and other amenities, professional and consulting fees, application fees, and other costs, fees and expenses. Therefore, the Developer requires certain assurances and protection of rights in order that the Developer will be allowed to complete the development of the Property in accordance with the Lakin PAD over the period of years permitted by this Agreement. Likewise, City requires assurances from the Developer that the development of the Property will comply with the Lakin PAD and the terms and conditions of this Agreement.

H. City recognizes the magnitude and cost of the services/infrastructure necessary to properly serve the development and that the Developer desires City's consideration of various forms of development-based public infrastructure financing allowed under Arizona law to finance and construct such services and infrastructure.

I Pursuant to ARIZ. REV. STAT. § 9-471(L) the City is required, upon annexation, to adopt a zoning classification for the Property that permits density and uses no greater than those permitted by Maricopa County immediately before the Annexation. The Property is currently zoned Rural-43 (Rural Zoning District – One Acre Per Dwelling Unit) in Maricopa County. The City's equivalent zoning category is Rural Residential-43 (RR-43); accordingly, the City will adopt the RR-43 zoning category for the Property as part of the Annexation Ordinance (as defined in Section 2.1). The Owner and the Developer desire to receive Council approval of the Rezoning immediately following approval of the Annexation Ordinance.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable

consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Term and Termination.

1.1 Effective Date and Term. This Agreement will be effective for the Parties' rights and responsibilities which will occur before annexation of the Property into the corporate limits of the City on the date it is approved by the City Council and operative for all purposes on the date that the Annexation Ordinance is effective (the "**Effective Date**"). Once and if this Agreement becomes operative after the Effective Date, this Agreement will remain in full force and effect until December 31, 2033 (the "**Term**"), after which time this Agreement will automatically terminate without the necessity of any notice, agreement or recording by or between the Parties, unless extended by mutual written consent of the Parties, except as hereafter provided. If, prior to conclusion of the Term, the Property has been annexed into the City and the Developer has "commenced" development of the Property, the Term will automatically extend, and this Agreement will remain in full force and effect until December 31, 2043. For purposes of this Section 1.1 and Section 603(D) of the City's Zoning Ordinance in effect as of the Effective Date, the Developer will have "commenced" development of the Property if it completes construction of the infrastructure depicted on the attached Exhibit C.

1.2 Termination Upon Sale of Subdivided Lots. It is the intention of the Parties that although recorded, this Agreement will not create conditions or exceptions to title or covenants running with the Property when sold to the end purchaser or user. Therefore, in order to alleviate any concern as to the effect of this Agreement on the status of title to any of the Property, so long as not prohibited by law, this Agreement will automatically terminate without the execution or recordation of any further document or instrument as to any lot that (1) has been finally subdivided, individually (and not in bulk) leased (for a period of longer than one year) or sold to the end purchaser or user thereof and (2) fully developed by such purchaser or user (a "**Subdivided Lot**"), and thereupon such Subdivided Lot will be released from and no longer subject to or burdened by the provisions of this Agreement. The term "Subdivided Lot" will include commercial parcels and common areas within the Property as well as the residential lots into which the Property is divided and sold. The "**end purchaser or user**" of the commercial parcels means the party purchasing such parcels from the Owner or its successor and developing such parcels for their intended use, and the "**end user**" of the common areas within the Property means the applicable property owner's association.

1.3 Termination Upon Rescission of Annexation. It is the intention of the Parties that, although recorded, this Agreement will not create conditions or exceptions to title or covenants running with the Property if, pursuant to the terms of Section 2.4 below, the Annexation Ordinance is repealed. Accordingly, if pursuant to the terms of Section 2.4 below, the Annexation Ordinance is repealed, then this Agreement will automatically terminate without the execution or recordation of any further document or instrument and any title company insuring any interest in the Property may rely on same. Notwithstanding the foregoing, if desired by Owner to alleviate any concern as to the effect of this Agreement on the status of title to the Property, at any time after the repeal of the Annexation Ordinance pursuant to the terms of Section 2.4 below, Owner may unilaterally record against the Property a notice of termination, without the joinder or consent of any other person or entity, confirming that the approved Annexation Ordinance was repealed,

and reflecting that as such this Agreement has terminated by its terms, Any title company insuring any interest in any of the Property may thereafter rely on such notice of termination as being effective against all Parties and their respective successors and assigns.

2. General Plan, Annexation; Rezoning; and Rescission.

2.1 Annexation Process. The Owner has delivered to City an appropriate Petition for Annexation (in the form of the blank petition filed with Maricopa County), meeting all statutory requirements and duly executed by all necessary property owners. The City agrees to comply with the provisions of ARIZ. REV. STAT. § 9-471 *et seq.* and, if determined to be in the best interest of City, adopt the final ordinance annexing the unincorporated portions of the Property into the corporate limits of City (the “**Annexation Ordinance**”). The City will submit the Annexation Ordinance to the Council for its consideration on the same date as the Council considers the Lakin PAD.

2.2 General Plan. City acknowledges that the density and intensity of uses contemplated by the Lakin PAD are in conformance with the General Plan designation for the Property as of the Effective Date.

2.3 Rezoning Process. If the Annexation Ordinance is adopted by the Council, the City agrees to (i) consider approval of the Lakin PAD subject to conditions acceptable to the Owner and the Developer, according to the process set forth in the Waiver of Claims for Diminution of Value executed by the Developer and the Owner in conjunction with this Agreement, at the same Council meeting as adoption of the Annexation Ordinance, either at a regularly-scheduled or special meeting of the Council and (ii) ensure that such ordinance is “available” (as defined in ARIZ. REV. STAT. § 19-142) on the day following the date of passage. In the event that the Council determines that it is in the best interests of the City to continue the consideration of the Lakin PAD to a date following the date of its approval of the Annexation Ordinance, then the Council will reconsider the Annexation Ordinance and will continue it to the same date as the continued consideration of the Lakin PAD.

A. Initial Zoning. As part of the approval of the final Annexation Ordinance annexing the Property into the corporate limits of the City, the City is mandated to designate the Property as Rural Residential – 43 (RR-43) under the City’s zoning ordinance.

B. Concurrent Rezoning. The City will process the Rezoning for the Council’s consideration at the same Council hearing as, and immediately following, the City’s Annexation Ordinance.

C. Development Pursuant to Rezoning. To the extent development on the Property occurs, the Developer and the Owner will fully cooperate to the extent necessary with the City staff in the completion and implementation of the Lakin PAD to ensure that the land use designation for the Property is consistent with the uses thereon.

2.4 Rescission of Annexation Ordinance and Rezoning. If the Rezoning pursuant to the Lakin PAD subject to conditions acceptable to the Owner and the Developer, according to the process set forth in the Waiver of Claims for Diminution of Value executed by

the Developer and the Owner in conjunction with this Agreement, is not approved at the same Council meeting as adoption of the Annexation Ordinance, the Council will (by Motion for Reconsideration or other appropriate means) repeal the Annexation Ordinance prior to expiration of the 30-day period following the Council's adoption of the Annexation Ordinance and before annexation of the Property is final and effective under applicable law, even if the Council must hold a special meeting to do so. The Annexation Ordinance will contain provisions: (A) requiring repeal of the Annexation Ordinance by the City if (1) any person, other than a Party, files a verified petition with the City challenging the validity of the Annexation, (2) the City does not approve the Rezoning pursuant to the Lakin PAD, subject only to those conditions on development acceptable to the Owner and the Developer, which acceptance will not be unreasonably withheld, conditioned, or delayed, at the same Council hearing as adoption of the Annexation Ordinance, (3) any person, other than a Party, files a verified petition with the City challenging the Annexation of the Property or the Rezoning for the Property, (4) any person, other than a Party, files a verified petition with the City challenging the validity of this Agreement, or (5) the City does not approve the formation of a CFD immediately following approval of the Rezoning as described in Section 10 of this Agreement; and (B) causing the automatic repeal of the Annexation Ordinance in the event that the Council fails to repeal the Annexation Ordinance as set forth above.

2.5 Approvals. Upon the effective date of the Rezoning, and for the duration of this Agreement, the City will be restricted from changing, restricting or limiting the rights of Developer or its successors and assigns to develop the Property in accordance with this Agreement and the Lakin PAD and/or from changing, restricting or limiting the Property's permitted uses, densities and intensities of uses, locations of uses, and other similar standards of design applicable to the Property without the consent of the ~~Developer~~ ^{Unofficial Document} except in accordance with the Lakin PAD; provided, however, that compliance with the Governing Requirements (as defined in Section 3 below) will in all events be required. Subject to vesting protections as may be established by common law or state statute, the foregoing restriction does not apply if the Developer or the Owner are in default of this Agreement prior to the Developer having "commenced" development pursuant to Section 1.1. After adoption of the Rezoning, the City will grant and issue all subsequent administrative approvals necessary to allow Developer to implement the Lakin PAD and this Agreement, subject to (A) the City's reasonable and customary review and approvals of plats, site plans and specifications, permits and other similar items in accordance with the Governing Requirements and (B) payment of all applicable review, permit and development impact fees. All references in this Agreement to the Lakin PAD will include any future amendments to the Lakin PAD requested by the Developer and approved by the City.

2.6 Additional Property. The City and Developer acknowledge that during the Term of this Agreement, Developer may acquire additional property either adjacent to or within the exterior boundaries of the existing Property to be used in connection with the uses on the Property. Upon Developer's submission of a request for modifications to the Lakin PAD showing the additional property hereafter referenced, the City hereby agrees to consider and, if in the best interest of the City as determined by the Council in its sole discretion and in accordance with typically applicable notice and public hearing requirements, to modify the General Plan 2030 as necessary and to incorporate into this Agreement and the Lakin PAD the whole or any portion of additional properties adjacent to or proximate to the Property (the "**Additional Property**") if and when Developer acquires such Additional Property. The City and Developer agree that if Developer elects to request from City the incorporation of such Additional Property or portions

thereof and, if the Council approves, thereafter such Additional Property will be included in the Property and will be subject to and will benefit from all provisions of this Agreement applicable thereto and any reference herein to the Property will include such Additional Property.

3. Applicable Rules and Regulations.

3.1 Governing Requirements. The development of the Property will be in accordance with the Rules and Regulations, as may be amended from time to time. The Rules and Regulations consist of: (A) the United States Constitution; (B) the Arizona Constitution; (C) court decrees; (D) federal, state, county laws (statutory and common law); and (E) codes, ordinances, rules, regulations, permit requirements, fees schedules and assessments and other requirements and official policies of the City ("**City Rules**"). Notwithstanding the foregoing, if and to the extent that this Agreement, the Lakin PAD, and/or the Master Reports (as defined in Section 4) (collectively, the "**Lakin Rules**") conflict with or vary from the City Rules, then the Lakin Rules will modify the conflicting or varied City Rules and will apply to development of the Property. The Rules and Regulations, including the City Rules as modified by the Lakin Rules, are collectively referred to herein as the "**Governing Requirements**." If there is a conflict between the Lakin PAD and this Agreement regarding an issue, then this Agreement will control.

3.2 Uniform Application. The City reserves the right to amend the City Rules. Any change to the City Rules will not discriminate against the Owner or the Developer and the Property, and any changes will be uniformly applied to all similarly situated land and landowners within the corporate limits of the City, except that if such changes are in conflict with or vary from the Lakin Rules, then such changes will not be applied to Owner, Developer, or the Property. Such changes also will not apply if they relate to matters addressed differently in contractual agreements between the City and any such landowners that are in existence on the Effective Date of this Agreement. Notwithstanding the foregoing, if a change to the City Rules conflicts with or varies from the Master Reports and the City Council determines that such a change, as specifically applied to the Property, alleviates a legitimate and serious threat to public safety, then such change will be applied to the Property and amend the relevant provisions of the Master Reports.

3.3 No Additional Dedications or Exactions. Except for the dedications and requirements expressly identified in the Lakin Rules and future changes to the Rules and Regulations (excluding the City Rules) and dedications for public streets, sewer and water utility easements or rights-of-way as required by the City's subdivision ordinance, the City agrees that it will not attempt to acquire or require (through zoning, subdivision, subdivision stipulations, or otherwise) any requirements, reservations, conditions, or further dedications of portions of the Property or easements or other rights over portions of the Property (collectively "**Requirements**"), or money or other things of value in lieu of such Requirements, except to the extent the Developer agrees to such or desires to amend this Agreement, in which case such Requirements, money, or other things of value in lieu of such Requirements will be directly related to the burden imposed on the City by the amendment to the Agreement.

4. Public Infrastructure Improvements. The Developer will be solely responsible for all costs associated with providing the Public Infrastructure (as defined below) for the Property in accordance with the Governing Requirements. The Developer has submitted and the City has reviewed and approved the Master Reports identified and described in Exhibit D (the "**Master**

Reports”). So long as each of the Master Reports complies with the requirements set forth in the Governing Requirements, the City’s approval of any amendment to such Master Report will not be unreasonably conditioned, delayed, or denied. The Developer will submit for review and approval the plans for grading, drainage, water, wastewater, landscape, roadway and other public improvements (collectively, the **“Public Infrastructure”**) as necessary and required by the Governing Requirements and described in the Master Reports for the development of the Property according to the Lakin PAD (collectively, the **“Infrastructure Plans”**).

4.1 Infrastructure Generally.

A. Design, Construction and Dedication. The design, construction and installation of all water, reclaimed water and wastewater facilities, storm water, drainage and flood control facilities, public streets, parkways, alleys, curbs, gutters, sidewalks and traffic control, directional signs and other public infrastructure and public facilities in connection with the development of the Property as required by the Governing Requirements, whether such facilities or improvements are located within or outside the Property, will be in conformance with the approved Infrastructure Plans, and will be subject to and in compliance with the Governing Requirements. Public Infrastructure may be constructed in accordance with Section 4.9 of this Agreement. All Public Infrastructure will be installed in a workmanlike manner in conformity with the Governing Requirements and the Infrastructure Plans. Dedication of Public Infrastructure or construction of Public Infrastructure within public rights-of-way or easements by the Developer will not constitute acceptance of the Public Infrastructure by the City or for purposes of starting any warranty period. Acceptance ^{Unofficial Document} of any and all Public Infrastructure by the City for purposes of the City assuming maintenance and repair obligations and for purposes of commencing the warranty period will be expressly evidenced by the City as provided herein.

B. Encroachments for Public Infrastructure. The Developer, its agents and employees, have the additional right, upon receipt from the City of an appropriate encroachment permit, to enter, remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to facilitate such construction, or to perform necessary maintenance or repairs of such Public Infrastructure. The Developer’s use of such easements and rights-of-way pursuant to an encroachment permit will not impede or adversely affect the City’s use and enjoyment thereof.

C. Encroachments for Landscaping. The Developer will restore such City easements and rights-of-way used pursuant to the encroachment permit to their condition prior to the Developer’s entry upon completion of such construction, repairs, or maintenance. The Developer, its agents and employees, also will have the right, upon receipt from the City of an appropriate encroachment permit, to enter and remain upon and cross over any City easements or rights-of-way to the extent reasonably necessary to install and maintain landscaping material within the portion of the City right-of-way not used for vehicular travel.

D. [section retained to preserve numbering]

E. Co-located Utilities. The Developer will ensure that all available utilities are coordinated to allow for co-location when trenching is completed for underground components of the Public Infrastructure.

F. Construction Water. The Developer intends to obtain construction water from either on-site wells or the Salt River Project (“SRP”); however, if construction water is not available at all or in sufficient quantities from such sources, then the City agrees that it will sell to the Developer all required quantities of construction water, at its standard rates, for development of the Property.

G. Police and Fire. The Developer will convey, or cause to be conveyed, that real property identified and described in Exhibit E, attached and incorporated herein by reference (exclusive of streets and other publicly dedicated parts of the Property), for a police substation, police communication tower or equipment and fire station (the “**Public Safety Property**”). Provided that the Public Safety Property is of similar size, shape, location, and configuration as that described in Exhibit E, the Developer may modify the legal description prior to conveyance to account for engineering or similar technical concerns. The conveyance will be finalized at the earlier of (1) when reasonably requested by the City or (2) at the time of final platting for the Developer’s property that is immediately adjacent to the Public Safety Property. If the City requests the Public Safety Property prior to the time that is six years from the Effective Date, then the Developer’s conveyance to the City will be by legal description and the City will be responsible for on-site mass grading and import of necessary fill material and all Public Infrastructure necessary to serve the Public Safety Property. If the City requests the Public Safety Property any time after the date that is six years from the Effective Date, or if a final plat is recorded for the property immediately adjacent to the Public Safety Property prior to the Developer’s conveyance of the Public Safety Property to the City, then the Developer will be responsible for on-site mass grading and import of necessary fill material and all Public Infrastructure necessary to serve the Public Safety Property.

4.2 Conveyance of Property. Contemporaneous with the transfer of the applicable Public Infrastructure to the City in accordance with the terms and conditions of the Governing Requirements, the Developer, at no cost to the City, will convey, or cause to be conveyed, to the City, by special warranty deed, all real property not otherwise dedicated by a final plat and necessary for the City to own, operate and maintain the Public Infrastructure (the “**Necessary Property**”) together with all of the required property and equipment comprising the Public Infrastructure that may properly be characterized as fixtures located thereon. In addition, the Developer will grant, or cause to be granted, to the City, at no cost to the City, all rights-of-way, easements, access rights, and other interests in real property necessary for the City to own, construct, operate, repair and maintain the Public Infrastructure, as required by the City including easements (A) as are necessary for the operation, maintenance and repair of the Public Infrastructure as part of the City’s infrastructure systems, including easements for ingress, egress, utilities, drainage and, if necessary, noise and odor and (B) from the Public Infrastructure to the point of connection to the then-existing or proposed infrastructure system for the Property at the nearest point of interconnection in a public right-of-way or such other location approved by the City and as are necessary for the purpose of construction, installation, operation, maintenance and repair of the property and equipment comprising Public Infrastructure (collectively, the

“Easements”). Nothing contained in this Section 4.2 will be construed to require Developer to dedicate or convey to the City any personal property or equipment whatsoever that is not classified as a fixture. The Developer will provide to the City, at the Developer’s cost, standard coverage title insurance policies in reasonably appropriate amounts for the Necessary Property and the Easements, which policies will be approved by the City Attorney and which policies will be subject only to those conditions and exceptions as the City Attorney will approve. If the City elects to purchase extended coverage title insurance, the costs for such extended coverage title will be paid by the City. Any endorsements requested by the City will be paid by City. Prior to transfer of the Public Infrastructure and the conveyance of the Necessary Property and Easements to the City, the Developer will provide the City, at no cost to the City, with such studies, reports and other information required by the City including, without limitation, (A) a title report for the Necessary Property and Easements (current to within 60 days) in a form reasonably satisfactory to the City Attorney that will be updated prior to conveyance of the Necessary Property and Easements to the City and (B) a current phase one environmental site assessment (date of investigation not longer than 180 days prior to the date of dedication to the City) which (1) is certified to the City for the City’s use and reliance; (2) has been performed and updated as necessary and reported in compliance with 40 CFR Part 312, as amended; (3) concludes that no recognized environmental conditions were identified; (4) identifies no vapor mitigation issues that require remediation under then-applicable Environmental Laws; and (5) identifies no conditions indicative of releases and threatened releases of Hazardous Materials (as defined below) that require remediation under then-applicable Environmental Laws, on, at, in, or to the Necessary Property and Easements.

4.3 Environmental Warranties.

Unofficial Document

A. Generally. As of the Effective Date, the Developer represents and warrants, that: (1) to Developer’s actual knowledge, no Hazardous Materials (defined below) have been used or placed on the portions of the Necessary Property and Easements in violation of the Environmental Laws (defined below) in effect as of the Effective Date; (2) the Developer has not received any uncured notice of any violation of Environmental Laws with regard to any Hazardous Materials on the Necessary Property or Easements; (3) the Developer has not received written notice that any portion of the Property is not presently in compliance with Environmental Laws; (4) the Developer has not received written notice of any currently pending action, investigation or proceeding which seeks to enforce any right or remedy against the Developer in connection with the Necessary Property or Easements under any Environmental Laws, and to the Developer’s actual knowledge, no such action, investigation or proceeding is currently threatened; (5) the Developer has no actual knowledge of any release, discharge, or disposal of Hazardous Materials on, to, or from the Necessary Property or Easements by the Developer during the period of its ownership of the Necessary Property and Easements in violation of then-applicable Environmental Laws; (6) to the Developer’s actual knowledge, the Necessary Property and Easements are free and clear of any liens imposed pursuant to Environmental Laws; (7) to the Developer’s actual knowledge, all licenses, permits and other governmental or regulatory actions necessary for the portions of the Necessary Property and Easements to comply with Environmental Laws have been obtained and maintained and Developer is in compliance therewith; and (8) the Developer will give the City Manager prompt written notice if Developer receives any notice with regard to Hazardous Materials on or affecting the Necessary Property or Easements. For purposes of this

Section, “Developer’s actual knowledge” and similar phrases will mean the actual current knowledge of the Developer and its senior officers, with due investigation and inquiry, but without imputing the knowledge of any third party to the Developer.

B. Environmental Definitions.

(1) “Environmental Laws” means all federal, state, county and local environmental, land-use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances, rules, regulations, codes, and orders, including, but not limited to, any judicial or administrative order or agreement, consent, decree, judgment or court decision, whether currently in effect of subsequently enacted affecting property within the corporate limits of the City, relating to the protection of the environment or governing, regulating or proscribing the use, storage, treatment, generation, transportation, processing, handling, production, disposal, presence, cleanup, release, or threatened release into the environment of Hazardous Materials and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state, county and local governmental agencies and authorities with respect thereto now or hereafter promulgated, as those Environmental Laws may be supplemented or amended from time to time.

(2) “Hazardous Materials” means any substance defined as a hazardous chemical, hazardous or toxic substance, solid waste, hazardous constituent, hazardous waste, hazardous material, contaminant, or pollutant by Environmental Laws, giving those terms the broadest meaning^{Unofficial Document} accorded by the Environmental Laws, as those Environmental Laws have been or are in the future supplemented or amended. Without limiting the generality of the foregoing, “Hazardous Materials” includes: (a) asbestos and asbestos containing materials; (b) polychlorinated biphenyls; (c) any substance the presence of which is prohibited by any applicable governmental requirements; (d) any petroleum-based products and byproducts that are deemed hazardous by any Environmental Law; (e) underground storage tanks that are deemed hazardous by any Environmental Law; and (f) any other substance (including liquid, solid, semi-solid and gaseous substances and materials) that under any Environmental Law, requires special handling, permitting by, or notification of any governmental agency in its collection, storage, treatment, release, discharge, emission or disposal.

C. Warranties Survive. The environmental representations and warranties above will survive the execution and recordation of this Agreement.

4.4 Roadway Infrastructure. Unless otherwise specified in this Agreement, the Developer will construct the streets and roadways in compliance with the Governing Requirements (the “**Roadway Requirements**”). The Developer will submit any amendments necessary to the site-specific Master Traffic Impact Study for approval by the City, in its reasonable discretion, at the time of application for platting. At the time of application for platting, the Developer will make an election whether or not to keep any or all of the streets private. Acceptance of public streets into the City’s maintenance system will be in accordance with the Governing Requirements.

The Developer will submit financial assurances in accordance with the Governing Requirements in amounts necessary for the design and construction of the Roadway Requirements.

4.5 Rigby Acquisition Participation. The City accomplished the Rigby Acquisition through an eminent domain action. The “**Rigby Purchase Price**” will refer to the purchase price paid to the Rigby Water Company for the Rigby Acquisition, which is comprised of a base purchase price and “Future Payment Amounts” as defined below. The Parties’ financial participation in the Rigby Purchase Price for the Rigby Acquisition will be as follows:

A. Developer Pro Rata Share. The Developer will contribute its pro-rata share of the Rigby Purchase Price (the “**Developer Pro Rata Share**”), in the amount of \$1,177,600, which represents 46% of the Rigby Purchase Price of \$2,560,000.00, according to the payment schedule below, plus the “**Future Payment Amounts**” (as defined in the Settlement Agreement between the City and Rigby Water Company dated September 7, 2010) described below.

B. Timing of Developer Payments. The Developer will pay to the City the Developer Pro Rata Share as follows:

(1) \$392,533, representing one-third of the Developer Pro Rata Share, due and payable on December 31, 2020; and

(2) \$392,533, representing one-third of the Developer Pro Rata Share, due and payable on December 31, 2021; and

Unofficial Document

(3) \$392,533, representing the balance of the Developer Pro Rata Share, due and payable on December 31, 2022; and

(4) Future Payment Amounts paid by the City to Rigby Water Company through December 31, 2020, for dwelling units on the Property for which a Certificate of Occupancy was issued prior to December 31, 2020, and which were not included in the Developer’s allocation of the Base Unit Count (as defined in the Settlement Agreement), which amounts will be paid to the City not later than January 31, 2021. The Developer is entitled to 322 dwelling units of the Base Unit Count.

C. Conditions of Developer Pro Rata Share. In addition to the timing condition stated above in Subsection 4.4(B), the Developer’s obligation to pay the Developer Pro Rata Share is further contingent upon the final, non-appealable approval and effectiveness of the ordinances with respect to both the Annexation and the Rezoning.

D. Development Fee Credits. In the event that the City includes the Rigby Acquisition in establishing or adjusting any development impact fee adopted pursuant to ARIZ. REV. STAT. § 9-463.05 (“**Development Fee**”), then the Developer may elect to apply for and receive credits for payment of the Developer Pro Rata Share against any or all of such applicable Development Fees. In no event may the credits exceed the (1) portion of the applicable Development Fee attributable to the Rigby Acquisition and (2) amount of Development Fee paid or to be paid by development on the Property.

4.6 Drainage. The drainage infrastructure will be constructed as required by the Governing Requirements.

A. Durango Channel. The Master Drainage Report (as described in Exhibit E) identifies the location of certain regional drainage facilities commonly known as the Durango Regional Conveyance Channel (the “**Durango Channel**”). The Developer will reserve the portion of the Property depicted in the Master Drainage Report on which the Durango Channel is anticipated to be located (the “**Reserved Corridor**”) for a period of six (6) years from the Effective Date for purchase at fair-market value by the City, the Flood Control District of Maricopa County (“**FCDMC**”), or other third party responsible for constructing the Durango Channel. If, during the reservation period, the City or FCDMC publish an engineering study that concludes the Reserved Corridor is not needed, then, on the date of such publication, the reservation of the Reserved Corridor will automatically terminate. The Developer will maintain the Reserved Corridor by applying dust and weed suppressants as reasonably necessary, but such maintenance may not give rise to a claim for breach of this Agreement.

B. Floodplain Regulation. Based on the existence of regulatory floodplain on the Property, the Developer will be required to submit to the Federal Emergency Management Agency (“**FEMA**”) such documents as necessary for FEMA approval. The Developer agrees and understands that any improvements made to the Property prior to FEMA approval are at its own risk. The Developer agrees that the City has not made any determination as to the necessity of a Conditional Letter of Map Revision or a Letter of Map Revision.

Unofficial Document

4.7 Water Infrastructure. The water infrastructure will be constructed as required by the Governing Requirements.

4.8 Wastewater Infrastructure. The wastewater infrastructure will be constructed as required by the Governing Requirements.

4.9 Infrastructure Construction and Phasing Plan. The Parties acknowledge and agree that, to the extent the Developer develops the Property, it has the right and obligation at any time after the Effective Date to construct, or cause to be constructed and installed, all portions of the Public Infrastructure necessary to serve the developing segments of the Property in accordance with the Governing Requirements. All Public Infrastructure included in the Property may be phased. The City acknowledges that, notwithstanding the numbering of the phases in the Lakin PAD, the Developer may elect, in its reasonable discretion, the order and timing of development for each phase of any Planning Unit within the Property. Construction of the Public Infrastructure will be performed in a timely and workmanlike manner and in compliance with applicable federal, state, county and local laws. To the maximum extent practical, the prior dedication of any easements or rights-of-way will not affect or proscribe the Developer’s rights to construct the Public Infrastructure. The Parties hereto acknowledge and agree that City, as necessary to allow the Developer to implement construction of the Public Infrastructure, will cooperate reasonably and assist in: (A) at the sole cost of the Developer, the abandonment of the unnecessary public rights-of-way or easements currently located on the Property listed on Exhibit F and any additional unnecessary public rights-of-way or easements currently located on the Property as otherwise may

be requested by the Developer and not otherwise determined to be necessary for City use or for development of the Property; (B) at no cost to the Developer except for any cost incurred by the Developer for restoration as provided herein, providing the Developer and its agents with the right to enter, remain upon and cross over City easements or rights-of-way to the extent reasonably necessary to design and/or construct the water and wastewater improvements and other improvements for the Property, provided that the Developer's use of such rights does not impede or materially adversely affect City's use and enjoyment of the subject property and provided also that the Developer will restore such easements and rights-of-way to substantially the same condition as existed prior to the Developer's entry; and (C) submitting requests or filing applications, or considering appropriate intergovernmental agreements with Maricopa County or other appropriate governmental entities regarding the acquisition or abandonment of public rights-of-way or easements necessary to develop the Property.

4.10 Infrastructure Assurances. The Parties hereto acknowledge and agree that the City, prior to recording a map of dedication or final plat for each subdivision, will require the Developer and/or its designees, grantees or buyers under contract, to provide appropriate assurances pursuant to the Governing Requirements that the Public Infrastructure improvements will be completed ("**Infrastructure Assurance**"). Once the required Infrastructure Assurances have been provided, the Developer (or, as applicable, the Developer's assignees, designees, grantees and purchasers under contract) will have the right, with the approval of the City, which approval will not be unreasonably withheld, to replace such initial method of Infrastructure Assurance, either in whole or in part, with any of the other form of Infrastructure Assurance.

4.11 Landscape Maintenance. Unofficial Document The Developer and the City will enter into a landscape maintenance agreement that provides for the Developer's maintenance (or contracting for the maintenance) of the landscaping (including irrigation) within the public easements and rights-of-way (including medians) located within and adjacent to the Property (the "**Landscaping**"). The Developer, at its initial cost, will maintain the Landscaping to the City's landscaping standards, and such maintenance costs, if the maintenance services are publicly bid, will be reimbursed to the Developer from the City. The landscape maintenance agreement also will permit the Developer to maintain the Landscaping at a level higher than the City's landscaping standards, in which case the Developer will receive reimbursement from the City only for that portion of the maintenance costs attributable to maintenance of City-standard landscaping at the City's standards. The maintenance agreement will provide that the Developer will pay to replace plant material as necessary, at its sole cost, in order for the Landscaping to meet the City's minimum requirements, or any desired higher standard, with respect to density and size of plant material. Finally, the maintenance agreement will provide that the City and the Developer will mutually pursue recovery of the cost of any repairs to or replacement of the Landscaping required due to vehicle accidents, vandalism, or otherwise from those responsible for such damage. The Developer may assign its rights and obligations to one or more home owners associations (each an "**HOA**") provided such HOA is legally bound to such landscaping maintenance obligation and has adequate financial ability and such obligation will survive the termination or expiration of this Agreement.

4.12 Transaction Privilege Tax on Construction Activities. The Developer agrees and understands that it is obligated to pay all applicable City and State transaction privilege taxes related to new construction activities.

4.13 Dedication of Public Infrastructure. Upon completion of the installation and construction of the Public Infrastructure or a portion thereof, the Developer will convey, or cause to be conveyed, the completed Public Infrastructure to City, lien and debt free. The procedure for dedication and acceptance of Public Infrastructure by City will be as follows:

A. Notice to Confirm. The Developer will give City written notice (“**Notice to Confirm**”) promptly following completion of Public Infrastructure or any portion thereof so long as any portion of completed Public Infrastructure is a discrete portion and its suitability for its purpose can be adequately determined.

B. City Inspection. The City will inspect the Public Infrastructure identified therein as to whether it has been constructed in accordance with the City-approved plans and specifications therefore. Upon completion of the inspection, City will deliver written notice to the Developer either: (1) approving construction and agreeing to accept conveyance of such Public Infrastructure; or (2) identifying the specific punch list of items that are not in accordance with the City-approved plans and specifications and that are to be corrected by Developer. The City will accept the Public Infrastructure within 30 days after all punch list items have been completed.

C. Partial Release of Infrastructure Assurance. Upon acceptance of each component of Public Infrastructure, City will release the entirety of the Infrastructure Assurance(s) provided by the Developer for such accepted Public Infrastructure, unless that financial assurance is in an amount securing a larger portion of Public Infrastructure. If the financial assurance is in an amount securing a larger portion of Public Infrastructure, City will only release the financial assurance for the aggregate if the Developer provides another acceptable assurance in the lower amount.

D. Warranty Period. The Developer or its successors and assigns will give to City a one-year warranty for all Public Infrastructure, which warranty will begin on the date that the City accepts the Public Infrastructure as provided in this Section 4.13. Any material deficiencies in material or workmanship identified by City Staff during the one-year warranty period will be promptly brought in writing to the attention of the Developer, its successors or assigns, who provided the warranty, who will promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of the City’s Staff.

E. Construction-Related Repairs. The Developer will repair or cause to be repaired any damage to Public Infrastructure comprised of streets, parkways, alleys, curbs, gutters, sidewalks, landscape irrigation, storm water, flood control and drainage facilities and all appurtenances thereto for a period of one year from the date the City accepts the Public Infrastructure. Nothing contained herein will prevent City or the Developer from seeking recourse against any other third party for damage to the Public Infrastructure caused by such third party.

4.14 At-Risk Grading. Because development of the Property requires significant grading and earth moving, at the Developer’s request, the City agrees to issue an at-risk grading

permit to the Developer after receipt by the Developer of the City's second plan review comments of the mass grading plan.

5. Property Land Use and Development Standards.

5.1 Maximum Unit Count. The maximum total number of residential units will be in accordance with the Lakin PAD.

5.2 Open Space. The minimum open space requirement for the Property will be in accordance with the Lakin PAD.

5.3 Plat Approvals. The Developer may not submit a preliminary plat that includes more than 250 acres. Preliminary plats for the Property will be effective for an initial period of two years from the date of Council approval, and may be extended for additional periods of two years each upon application by the Developer and written approval of the Director of Development Services, which approval will not be unreasonably conditioned, delayed, or denied. The Developer may prepare and submit final plats and engineering plans for any portion of the Property subject to an approved preliminary plat during the effective period of the preliminary plat for that portion of the Property as set forth in this Section 5.3. Upon recordation of the first final plat or map of dedication for a portion of the Property subject to an approved preliminary plat, such preliminary plat is deemed vested and does not expire.

5.4 Continued Agricultural Operations. The City recognizes that the Owner may continue agricultural and ranching operations. Agricultural and ranching operations may include, but not be limited to, grazing, ^{Unofficial Document} agricultural activities, existing ranch housing and outbuildings, and other operations ancillary to agricultural and ranching operations; provided, however, that such operations will not be permitted to include construction of any permanent improvements and any temporary improvements must be related to the continuation of agricultural and ranching operations. The City agrees that such agricultural, and ranching operations will not be affected by this Agreement and will not be the basis for any claim of breach of this Agreement or the Rezoning.

6. Development Impact Fees; Oversizing; and Payback Improvements.

6.1 Payment of Development Fees. The Developer agrees that all Development Fees assessed by the City under ARIZ. REV. STAT. § 9-463.05 owing with respect to new development on the Property shall be paid when due.

6.2 Development Fee Reimbursements. Except as provided in Section 9, the City agrees that, in accordance with the provisions of ARIZ. REV. STAT. § 9-463.05, the Developer will receive a dollar-for-dollar reimbursement of the Development Fees for the cost of all Public Infrastructure that it constructs or has constructed for which a Development Fee is assessed and for the appraised fair market value of land acquired and dedicated for public facilities for which a Development Fee is assessed, but only to the extent and amount such public facilities are included in the calculation of the Development Fees (the "**Development Fee Reimbursements**"). As of the Effective Date, some of the Public Infrastructure or real property that Developer has agreed to install or otherwise provide pursuant to this Agreement as a condition of approval of the Lakin PAD is not included within the improvements to be funded by various Development Fees and

included in the City's Infrastructure Improvements Plan required pursuant to ARIZ. REV. STAT. § 9-463.05 (the "IIP"). The Developer may request in writing that City amend the IIP to include those portions of the Public Infrastructure that are necessary for development of the Property within the five-year period following such request (an "IIP Request"). Within 30 days of the City's receipt of an IIP Request from Developer, the City will evaluate whether the IIP can be amended according to ARIZ. REV. STAT. § 9-463.05(D) ("Subsection D") or if the IIP Request would trigger the full amendment process required by State law. If the IIP cannot be amended pursuant to Subsection D, the City will notify the Developer. The Developer then may elect to pay the City's costs associated with the full amendment of the IIP required by State law, and the City will, within 60 days after receipt of the IIP Request and full payment from the Developer of the cost to the City of a full amendment, commence the full amendment process required by State law and prepare a modification for consideration by the City Council, which will approve or reject the IIP Request in its sole discretion. If permitted to be amended pursuant to Subsection D, within 60 days after receipt of the IIP Request, the City will prepare a modification for consideration by the City Council, which will approve or reject the IIP Request in its sole discretion. If approved, the IIP will be amended to include the identified Public Infrastructure and the City will provide reimbursements of such Development Fee for the construction, improvement, contribution or dedication of that Public Infrastructure.

6.3 Oversizing of Public Infrastructure. Where a specific size is not stated in this Agreement or the approved Master Reports with respect to any Public Infrastructure to be provided by the Developer hereunder, the size shall comply with the City's standard, duly adopted roadway or infrastructure extension requirements for the type and intensity of use proposed for development on the Property (the "**Standard Requirements**"). Public Infrastructure that exceeds the Standard Requirements each shall be considered an Oversized Improvement and addressed as discussed below. The City and the Developer also agree that the City may request that certain Public Infrastructure consisting of water and sewer lines and sewer lift stations be oversized to serve property other than portions of the Property (each, an "**Oversized Improvement**"). The City may make such a request only if such Public Infrastructure is included in the IIP (in which case the Developer will be entitled to Development Fee Reimbursements as described in this Section 6) or the City has identified another source of funding to pay the Oversizing Cost. The City may elect to pay the Oversizing Cost of the Oversized Improvement directly to the Developer upon acceptance by the City. If the Developer will not be paid in full for its Oversizing Cost directly by the City or by Development Fee Reimbursements (either because the Developer's total cost of Public Infrastructure eligible for Development Fee Reimbursements for a particular category of Public Infrastructure exceeds the applicable Development Fee or for any other reason), then the City will reimburse to the Developer, from the applicable category of Development Fees, the remaining portion of the Oversizing Cost upon acceptance by the City. The amount of oversizing credit or payment will be the incremental difference between the cost of materials and labor for the construction/installation of the City's Standard Requirements (including design and engineering costs) and the actual materials and labor cost of the oversized component (including design and engineering costs) of the Pubic Infrastructure (the "**Oversizing Cost**").

7. Default; Remedies; Termination.

7.1 Default. Failure or unreasonable delay by the Developer or City to perform or otherwise act in accordance with any term or provision hereof will constitute a breach of this Agreement and, if the breach is not cured within 45 days after receipt of written notice thereof from the other Party, will constitute a default under this Agreement; provided, however, that if the failure is such that more than 45 days would reasonably be required to perform such action or comply with any term or provision hereof, then the Party will have such additional time as may be necessary to perform or comply so long as the Party commences performance or compliance within 30 days after written notice and diligently proceeds to complete such performance or fulfill such obligation (the “**Cure Period**”); provided further, however, that no such Cure Period will exceed 90 days, unless otherwise agreed to, in writing, by the Parties. Any notice of a breach will specify the nature of the alleged breach and the manner in which said breach may be satisfactorily cured, if possible. In the event a breach is not cured within the Cure Period, the non-defaulting Party will have all rights and remedies which may be available under law or equity, including without limitation the right to (A) specifically enforce any term or provision of this Agreement, (B) terminate this Agreement or (C) institute an action for damages. Any Default of this Agreement in connection with Transferred Property (defined below) will affect only the Transferred Property and will not be a Default under this Agreement as to the part of the Property that is not the subject of a Transfer (defined below).

7.2 Dispute Resolution. In the event that there is a dispute hereunder which the Parties cannot resolve between themselves and the Cure Period for the breach has expired, the Parties agree that there will be a 45 day moratorium on litigation during which time the Parties agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation will be held under the commercial mediation rules of the American Arbitration Association. The matter in dispute will be submitted to a mediator mutually selected by the Developer and the City. In the event that the Parties cannot agree upon the selection of a mediator within seven days, then within three days thereafter, the City and the Developer will request the presiding judge of the Superior Court in and for the County of Maricopa, State of Arizona, to appoint an independent mediator. The mediator selected will have at least five years of experience in mediating or arbitrating disputes relating to land and property development. The cost of any such mediation will be divided equally between the City and the Developer. The results of the mediation will be non-binding on the Parties, and any Party will be free to initiate litigation. This Section 7.2 will not apply to any legal rights of the Developer that must be exercised within a certain number of days that is less than 45.

7.3 No Personal Liability.

A. City to Developer. No official, employee, or agent of the City will be personally liable to the Developer, or any successor or assignee (1) in the event of any default or breach by the City or (2) pursuant to any obligation of the City under the terms of this Agreement.

B. Developer to City. No member, official, employee, or agent of the Developer will be personally liable to the City (1) in the event of any default or breach by

the Developer, (2) for any amount that may become due to the City or (3) pursuant to any obligation of the Developer under the terms of this Agreement.

8. School Agreements. The Developer agrees to reserve a public elementary or kindergarten-eighth grade school site within the Property in the location generally depicted in the Lakin PAD (“**Reserved School Site**”) for a period of three years from the date the City Council approves a preliminary plat for the portion of the Property that includes the Reserved School Site. The Developer will not be required to reserve a high school site because Tolleson Unified High School District owns a high school site adjacent to the Property. The City and the Developer agree that reservation of the Reserved School Site will satisfy any related requirement or condition of approval for the Lakin PAD, and that implementation of the Lakin PAD will in no way be conditioned or restricted based on the timing of development of the Reserved School Site. Notwithstanding any other provision in this Agreement or the Lakin PAD, in the event that the Reserved School Site is determined to require less than the full parcels reserved by the Developer, or following the three year reservation period a public elementary or kindergarten-eighth grade school has not purchased the Reserved School Site, Developer will submit a written request to City to adjust the size and location of the Reserved School Site, and to allow residential development on such property following any necessary amendments to the Lakin PAD and the General Plan.

9. Community Park. The City and the Developer desire to work cooperatively to develop, in two phases, a community park within the Property (the “**Community Park**”). The Community Park will be located on the “Community Park Site,” which is a 40-acre site within the Property as generally depicted in the Lakin PAD. As provided herein, the City will contribute \$8,000,000 to improve the Community Park; the Developer will contribute the Community Park Site, the design of the Community Park, the adjacent Public Infrastructure necessary to serve the Community Park Site, and \$6,000,000 for development of the Community Park (plus a 15% construction contingency of up to \$900,000), for a total maximum contribution, including the value of the Community Park Site, of up to \$9,600,000.

9.1 Developer Responsibilities.

A. Community Park Design. The Developer and the City, at the Developer’s expense, will arrange regular meetings and collaborate to complete the design of improvements to the the Community Park Site on or before December 31, 2019. The Parties agree the Community Park will be constructed in two phases as described below, and that the Community Park improvements shall be subject to final City approval.

B. Community Park Site Dedication; Public Infrastructure. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2021, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will dedicate the Community Park Site to the City and arrange for the completion of construction of the adjacent Public Infrastructure necessary to serve the Community Park Site.

C. Phase 1 Construction. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2021, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the

Developer will arrange for the construction of the first phase of development of the Community Park in a manner that complies with the City's procurement code.

D. Phase 2 Construction. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2022, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will arrange for the construction of the second phase of development of the Community Park in a manner that complies with the City's procurement code.

E. No Development Fee Credits or Reimbursement. The Developer, Owner and their successors in interest in the Property will not receive reimbursement of or credits against Development Fees for the Developer's contributions made pursuant to this Section.

9.2 City Responsibilities.

A. Phase 1 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2021, the City will make available \$4,000,000 for the first phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

B. Phase 2 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2022, the City will make available \$4,000,000 for the second phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

9.3 Allocation of Costs/Reimbursement Procedure. The Developer will submit monthly invoices for construction costs incurred by it to develop the Community Park to the City, which will include proof of payment by the Developer of such invoice. Within 30 days after receipt of an invoice, the City shall reimburse the Developer for 100% of the amount of such invoice until the City has paid total reimbursements in the amount of \$2,800,000; thereafter, the City will reimburse the Developer for 45% of the amount of such invoice, all such reimbursements to be from the funds the City has committed pursuant to this Section. In no event shall the total of all reimbursements by the City exceed \$4,000,000 for each phase of development of the Community Park, for an aggregate total not to exceed \$8,000,000.

10. Project Financing. It is contemplated that a community facilities district ("CFD") will be formed within the boundaries of the Property with terms and conditions as set forth in Exhibit G. The Developer has filed a complete application for formation. Immediately following consideration of the Rezoning, the City will conduct the applicable procedures for formation of such CFD. The final decision to form a CFD is a discretionary legislative act of the City Council; however, if the City Council does not form the CFD immediately following consideration of the Rezoning, then the City will rescind the Annexation Ordinance as provided in Section 2.4. The Parties acknowledge that one purpose of this Agreement is to provide for the coordinated planning, design, engineering, construction and/or provision of the range of public services/infrastructure necessary to serve development on the Property as indicated in this Agreement, the Lakin PAD, and the Master Reports. The City acknowledges and agrees that whenever the Developers are

obligated to construct or arrange for the construction of Public Infrastructure, and notwithstanding anything in this Agreement to the contrary, the CFD may construct, arrange for the construction, and/or finance any such public Infrastructure. Dedication and acceptance of such public Infrastructure will be pursuant to Section 4 of this Agreement.

11. Municipal Services. Except as otherwise set forth herein, City hereby agrees to include the Property in any and all City service areas and to provide the Property with police protection services, refuse collection service, water, sewer and all other services provided by City, in a manner comparable to those services provided to all landowners and occupants of City, subject to Developer's construction of the Public Infrastructure necessary to provide such services in accordance with the approved Infrastructure Plans.

12. Owner's and Developer's Retained Water Rights. The City agrees that the Owner and the Developer will retain certain water rights associated with the Property including:

A. Any decreed or appropriative rights that are or may in the future be appurtenant to the Property;

B. Any contractual rights to receive water from or through the Salt River Valley Water Users' Association canals and laterals for use on the Property, whether now existing or in replacement thereof, with such rights to be used by the Owner and the Developer in accordance with the terms of a separate agreement between the Owner and the Developer;

C. Any rights to ^{Unofficial Document}withdraw and use water from wells located on the Property that are registered to the Developer as such wells are acquired, plus any replacement wells for those wells if located in approximately the same location (as that approximate location is defined and limited by the Arizona Department of Water Resources) through any groundwater withdrawal rights owned or acquired by the Developer. Such rights to be owned or acquired by the Developer will not include "service area rights" as defined under A.R.S. § 45-491.

The Developer may use the water rights described above for any reasonable and beneficial use on the Property, including urban irrigation, except to displace potable water that would otherwise be delivered by City for human consumption and potable uses on the Property. The Developer agrees that Developer will be solely responsible for acquiring, perfecting or maintaining any such water rights at its sole cost and expense. Such rights, if owned, acquired or used will be perpetual under the terms of this Agreement. The Developer will have sole responsibility and obligation to use such water rights in compliance with applicable law, including any measurement and reporting requirements that may apply.

13. Extinguishment of Irrigation Grandfathered Rights. The Developer agrees that as the Developer acquires fee title to parcels of land governed by the terms of this Agreement, the Developer will extinguish any associated Irrigation Grandfathered Rights that exist upon the land so acquired (by partial extinguishment as to such parcel only). Upon acquisition, the Developer will commence preparation of necessary forms to submit to the Arizona Department of Water Resources to effect the extinguishment, and shall confer with the City to verify that the acres

submitted for extinguishment represent all of the irrigation acres within the parcel acquired by the Developer. The Developer will, as part of the extinguishment process, pledge any and all extinguishment credits issued by the Arizona Department of Water Resources as a result of such submission to the City of Avondale Designation of Assured Water Supply, ADWR No. 86-002003.0003. Issuance of the certificate of extinguishment credits pledged to the City based on partial extinguishments will be a condition precedent to recordation of the final plat for any parcel acquired by the Developer under the terms of this Agreement.

14. General Provisions.

14.1 Cooperation. The City and the Developer hereby acknowledge and agree that they will cooperate in good faith with each other as contemplated by this Agreement.

14.2 Time of Essence. Time is of the essence with respect to each and every provision of this Agreement and the performance required by each Party hereto.

14.3 Conflict of Interest. Pursuant to Arizona law, rules and regulations, no member, official or employee of the City will have any personal interest, direct or indirect, in this Agreement, nor will any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to cancellation pursuant to ARIZ. REV. STAT. § 38-511.

14.4 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement ^{Unofficial Document} will be in writing and will be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: City Manager
With copy to:	GUST ROSENFELD, P.L.C. One East Washington Street, Suite 1600 Phoenix, Arizona 85004-2553 Attn: Andrew J. McGuire

If to Developer: Brookfield Lakin LLC
14646 N. Kierland Blvd., Ste 165
Scottsdale, Arizona 85254
Attn: John Bradley

With a copy to: Gallagher & Kennedy
2575 E. Camelback Road
Phoenix, Arizona 85016
Attn: Dana Stagg Belknap

If to Owner: Lakin Cattle Company
Cashion Farm Limited Partnership
4456 South Dysart Road
Avondale, Arizona 85323

With a copy to: James M. Balogh
1314 East Myrna Lane
Tempe, Arizona 85284

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices will be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party will mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.5 Governing Law; Venue. This Agreement will be interpreted and governed according to laws of the State of Arizona. The venue for any dispute hereunder will be Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

14.6 Successors and Assigns. The Developer will not transfer or assign ("Transfer") part or all of its rights and obligations in part or all of the Property to any person or entity ("Transferee") at any time during the duration of this Agreement without the prior, written consent of the City which consent will not be unreasonably withheld. The Developer understands the City's willingness to enter into this Agreement is specifically related to the prior successful development experience of the Developer's principals. Accordingly, the City's rejection of an assignment because the Transferee does not possess sufficiently similar development experience to the extent that the City would have entered into this Agreement with such Transferee, shall be considered "reasonable" for the purposes of this Section 14.6. Any assignment made without the City's written consent required under this Section 14.6 will be automatically void. In the event of a proposed assignment, the Developer specifically acknowledges and agrees that the City's consent may be withheld and the Developer will not be released from its obligations under this Agreement

with respect to the Property or the part of the Property that is transferred (“**Transferred Property**”), unless all of the following occur:

A. Acceptance by Transferee. The Developer has provided the City written notice of the proposed Transfer including (1) a legal description of the Transferred Property and the name, address and facsimile number for notice purposes, of the Transferee, (2) a written acknowledgement and agreement that Transferee agrees to be subject to all of the provisions of this Agreement as to the Transferred Property, and (3) the Developer’s request for the City’s consent.

B. Fees and Charges Paid. All outstanding fees and charges have been paid to the City, including payment costs and expenses in connection with any suit, claim, legal challenge or referendum filed challenging this Agreement or any City Council action approving this Agreement.

C. Partial Transfer. In the event of a partial Transfer, the Developer and the Transferee have submitted to the City and the City has approved, in its reasonable discretion, a written plan providing for the allocation of obligations and responsibilities under this Agreement between the Developer and the Transferee such that the City’s rights and interests under this Agreement are not adversely affected.

Notwithstanding anything in this Section 14.6 to the contrary, the Developer may assign part or all of its rights and obligations in part or all of the Property to a Transferee that is not the Owner or an Owner-controlled entity, but that is an entity that directly or indirectly is controlled by, or is under common control of the Developer at any time and without the prior written consent of the City.

The Developer and the Owner anticipate that title to the Property eventually will be held by a dual beneficiary trust (the “**Trust**”) to which both the Developer and the Owner will be beneficiaries. In such an event, and notwithstanding anything in this Section 14.6 to the contrary, the Developer may assign to the Trust certain rights and obligations with respect to subdividing the Property at any time and without the prior written consent of the City.

14.7 Waiver. No delay in exercising any right or remedy will constitute a waiver thereof, and no waiver by either Party of any breach of any of the terms, covenants or conditions of this Agreement will be construed or held to be a waiver of any succeeding or preceding breach of the same for any other term, covenant or condition herein contained.

14.8 Attorneys’ Fees. In the event of any actual litigation between the Parties in connection with this Agreement, the Party prevailing in such action will be entitled to recover from the other Party all of its reasonable costs and fees, including reasonable attorneys’ fees, which will be determined by the court and not by the jury.

14.9 Limited Severability. The City and the Developer each believe that this Agreement was executed, delivered and performed in compliance with all applicable laws. However, in the unlikely event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement is declared void or unenforceable by a court of competent jurisdiction (or is construed as requiring the City to do any act in violation of any applicable laws,

constitutional provision, law, regulation or City Code), such provision will be deemed severed from this Agreement and this Agreement will otherwise remain in full force and effect; provided that this Agreement will retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic or otherwise) to the Parties as if such severance and reformation were not required. The Parties further agree, in such circumstances, to do all acts and to execute all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

14.10 Exhibits. All exhibits attached hereto are incorporated herein by this reference as though fully set forth herein.

14.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the Parties hereto, oral or written, are hereby superseded by and merged into this Agreement.

14.12 Recordation of Agreement. This Agreement will be recorded in the Maricopa County Recorder's Office within ten days after its approval and execution by all Parties.

14.13 No Partnership; Third Parties. It is not intended by this Agreement to, and nothing contained in this Agreement will, create any partnership, joint venture or other agreement between the Developer and the City. No term or provision of this Agreement is intended to, or will, be for the benefit of any person or entity not a Party hereto, and no such other person or entity will have any right or cause of action hereunder. Unofficial Document

14.14 Additional Acts and Documents. Each Party hereto agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as will be reasonably requested to carry out the provisions, intent and purpose of this Agreement. If any action or approval is required of any Party in furtherance of the rights under this Agreement, such approval will not be unreasonably withheld.

14.15 Headings; Counterparts. The headings of this Agreement are for purposes of reference only and will not limit or define the meaning of any provision of this Agreement. This Agreement may be executed in any number of counterparts, each of which will be an original but all of which will constitute one and the same instrument.

14.16 Force Majeure. The performance of either Party and the duration of this Agreement will be extended by any causes that are extraordinary and beyond the control of the Party required to perform, such as, but not limited to, a significant weather or geological event or other act of God, civil or military disturbance, labor or material shortage, or acts of terrorism.

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

14.18 Computation of Time. In computing any period of time under this Agreement the date of the act or event from which the designated period of time begins to run will not be included. The last day of the period so completed will be included unless it is a Saturday, Sunday, or legal holiday, in which event the period will run until the end of the next day which is not a Saturday, Sunday, or legal holiday. The time for performance of any obligation or taking any action under this Agreement will be deemed to expire at 5:00 p.m. (local time in Phoenix, Arizona) on the last day of the applicable time period provided herein.

14.19 Amendment. No amendments are to be made to this Agreement except by written document executed by City and the Developer. Within 10 days after the execution of the amendment by both Parties, the amendment will be recorded by the City with the Maricopa County Recorder. Any amendment to this Agreement in connection with Transferred Property will affect only the Transferred Property and will not be an amendment of this Agreement as to the part of the Property that is not transferred.

14.20 Estoppel Certificate. Any Party may request of another Party, and the requested Party will, within 21 calendar days, respond and certify by written instrument of the requesting Party that (A) this Agreement and any approvals contemplated herein are unmodified and in full force and effect, or if there have been modifications, that such are in full force and effect as modified, stating the nature and date of such modification, (B) the existence of a known default and the scope and nature of the default, (C) the existence of any counterclaims which the requested Party has against the other Party and (D) any other matters that may reasonably be requested in connection with the development of land, development of the Property or any material aspect of the zoning, plat or other approval.

Unofficial Document

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

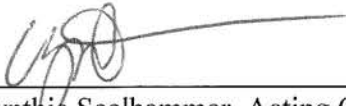
14.22 Rights and Remedies. No provision in this Agreement will be construed, expressly or by implication, as waiver by one Party of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement by the other Party. The failure of a Party to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or a Party's acceptance of and payment for services, will not release the other Party from any responsibilities or obligations imposed by this Agreement or by law, and will not be deemed a waiver of any right of such Party to insist upon the strict performance of this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation


Cynthia Seelhammer, Acting City Manager

ATTEST:

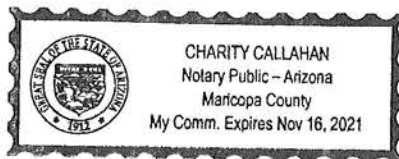

Carmen Martinez, City Clerk

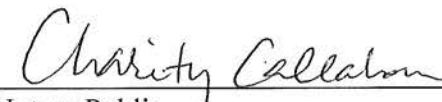
(ACKNOWLEDGMENT)

Unofficial Document

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 30th, 2018, before me personally appeared Cynthia Seelhammer, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.




Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Developer"

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: [REDACTED]

Printed Name: John L. Bradley

Title: President

By: [REDACTED]

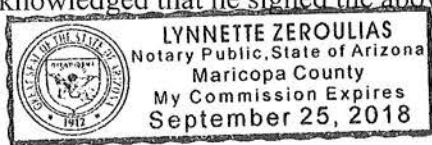
Printed Name: Brad Chelton

Title: Sr Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 10, 2018, before me personally appeared John L Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.



Unofficial Document

[REDACTED]

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On May 10, 2018, before me personally appeared Brad Chelton, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Sr. Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.



[REDACTED]

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

LAKIN CATTLE COMPANY,
an Arizona corporation

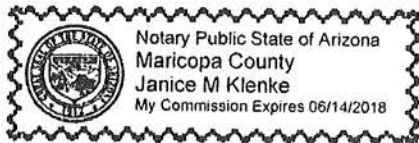
By: [REDACTED]
Printed Name: ROBERT GIOCONO
Title: PRESIDENT

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On MAY 14th, 2018, before me personally appeared ROBERT GIOCONO, as a member of _____ a _____, as _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.

Unofficial Document



(Affix notary seal here)

[REDACTED]

Notary Public

CONSENTED TO BY OWNER:

CASHION FARM LIMITED PARTNERSHIP,
an Arizona limited partnership

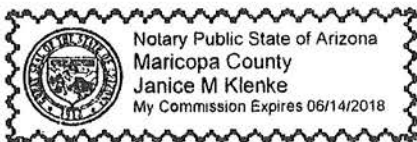
By: Lakin Realty Development, Inc.,
an Arizona corporation, its General Partner

By: [REDACTED]
Printed Name: ROBERT GIOCONO
Title: PRES.

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On MAY 14th, 2018, before me personally appeared ROBERT GIOCONO, as a member of _____ a _____, as _____, whose id (Unofficial Document) proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.



(Affix notary seal here)

[REDACTED]
Notary Public

EXHIBIT A
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Property Legal Description]

See following pages.

Unofficial Document

EXHIBIT "A"

Wood, Patel & Associates, Inc.
 (602) 335-8500
 www.woodpatel.com

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
 December 13, 2017
 WP# 174612
 Page 1 of 5

PARCEL DESCRIPTION

Lakin Property
PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

Unofficial Document

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
 December 13, 2017
 WP# 174612
 Page 2 of 5

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
 December 13, 2017
 WP# 174612
 Page 3 of 5

THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTH ^{Unofficial Document} QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
 Revised February 13, 2018
 Revised February 2, 2018
 December 13, 2017
 WP# 174612
 Page 4 of 5

AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:
 The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18 docx



EXHIBIT B
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Map of Property]

See following pages.

Unofficial Document

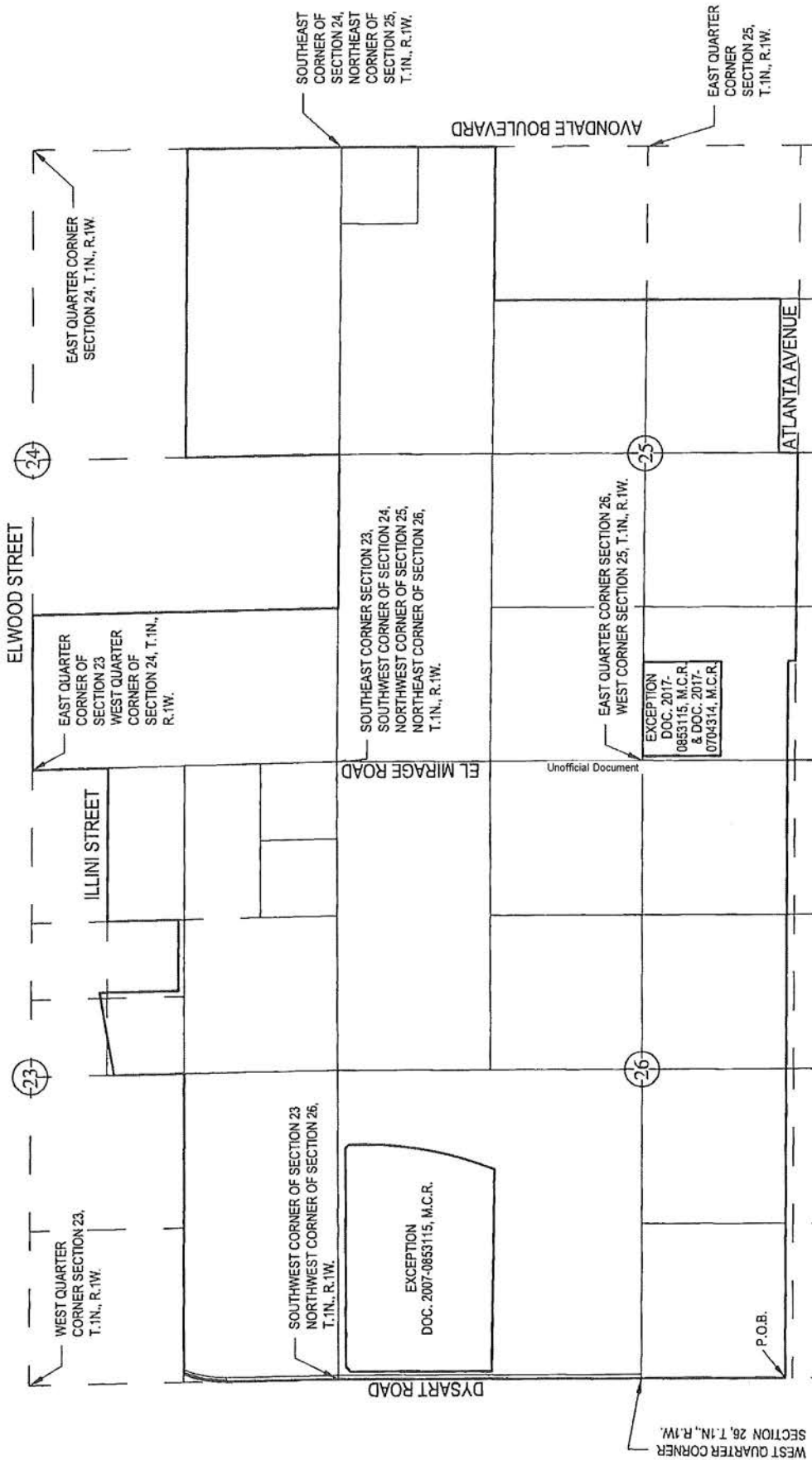
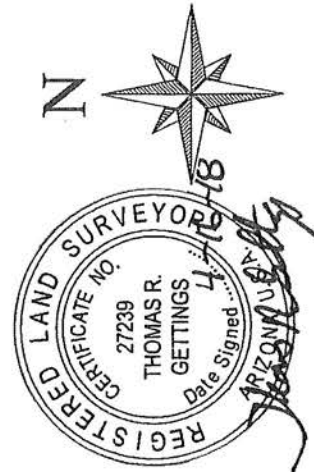


EXHIBIT "B"

LAKIN PROPERTY
PAD LIMITS
REVISED 04/16/2018
WP# 174612
PAGE 5 OF 5
NOT TO SCALE

Z:\2017\174612\Survey\Legal\4612- L04R03.dwg



EXPIRES 06-30-20

WOOD/PATEL

MISSION: CLIENT SERVICE®

(602) 335-8500

WWW.WOODPATEL.COM

EXHIBIT C
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Depiction of Infrastructure]

See following pages.

Unofficial Document

LEGEND



PHASE 1 INFRASTRUCTURE

3,353 LF OF FULL STREET
MAJOR COLLECTOR
IMPROVEMENTS WITH A
16" WATER LINE AND
ASSOCIATED STREET
LIGHTS, LANDSCAPING AND
DRY UTILITIES

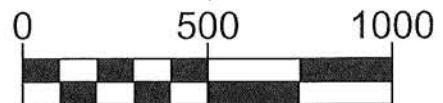
2,365 LF OF HALF
STREET MINOR ARTERIAL
IMPROVEMENTS WITH
ASSOCIATED STREET
LIGHTS, LANDSCAPING
AND DRY UTILITIES

BROADWAY ROAD

AVONDALE BOULEVARD

MINOR COLLECTOR

Unofficial Document



Horz. 1 in. = 500 ft.

1,487 LF OF FULL STREET
MINOR COLLECTOR
IMPROVEMENTS WITH A
12" WATER LINE AND
ASSOCIATED STREET
LIGHTS, LANDSCAPING
AND DRY UTILITIES

WOOD/PATEL

MISSION: CLIENT SERVICE *
(602) 335-8500
WWW.WOODPATEL.COM

EXHIBIT C - PHASE 1 INFRASTRUCTURE

DATE:
09-12-2017

SCALE:
1"=500'

SHEET

JOB NO.: 174612

1 OF 1

EXHIBIT D
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Master Reports]

See following page.

Unofficial Document

Exhibit D – Lakin Property Master Studies

Master Report:	Report Date:	Prepared By:	Staff Approval Date:
Master Traffic Impact Study	2-16-2018	Kimley-Horn and Associates, Inc.	4-02-2018
Master Water Report	2-14-2018	Wood, Patel & Associates, Inc.	2-26-2018
Master Wastewater Report	1-19-2018	Wood, Patel & Associates, Inc.	2-26-2018
Master Drainage Report	12-06-2017	Wood, Patel & Associates, Inc.	1-03-2018

All studies will be approved with the approval of Lakin Property Planned Area Development.

Unofficial Document

EXHIBIT E
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Depiction of Public Safety Property]

See following pages.

Unofficial Document

Wood, Patel & Associates, Inc.
 (602) 335-8500
 www.woodpatel.com

Revised May 8, 2018
 Revised May 7, 2018
 Revised May 7, 2018
 April 16, 2018
 WP# 174612
 Page 1 of 2
 See Attached Map

EXHIBIT "E"
Depiction of Public Safety Property

A parcel of land lying within the southeast quarter of Section 24, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly as follows:

COMMENCING at the east quarter corner of said Section 24, a 3-inch Maricopa County Department of Transportation (M.C.D.O.T.) brass cap in handhole, from which the southeast corner of said section, a handhole with broken lid (monument not accessible – location based on lid and straddlers), bears South 00°13'52" East (basis of bearing), a distance of 2643.05 feet;

THENCE along the east line of said section, South 00°13'52" East, a distance of 1321.52 feet, to the northeast corner of the south half of said southeast quarter. and the **POINT OF BEGINNING**;

THENCE continuing along said east line, South 00°13'52" East, a distance of 267.07 feet;

THENCE leaving said east line, South 89°46'08" West, a distance of 50.00 feet;

THENCE North 89°41'54" West, a distance of 679.55 feet;

THENCE North 00°19'46" East, a distance of 266.41 feet, to the north line of said south half of the southeast quarter;

THENCE along said north line, South 89°47'10" East, a distance of 726.94 feet, to the **POINT OF BEGINNING**.

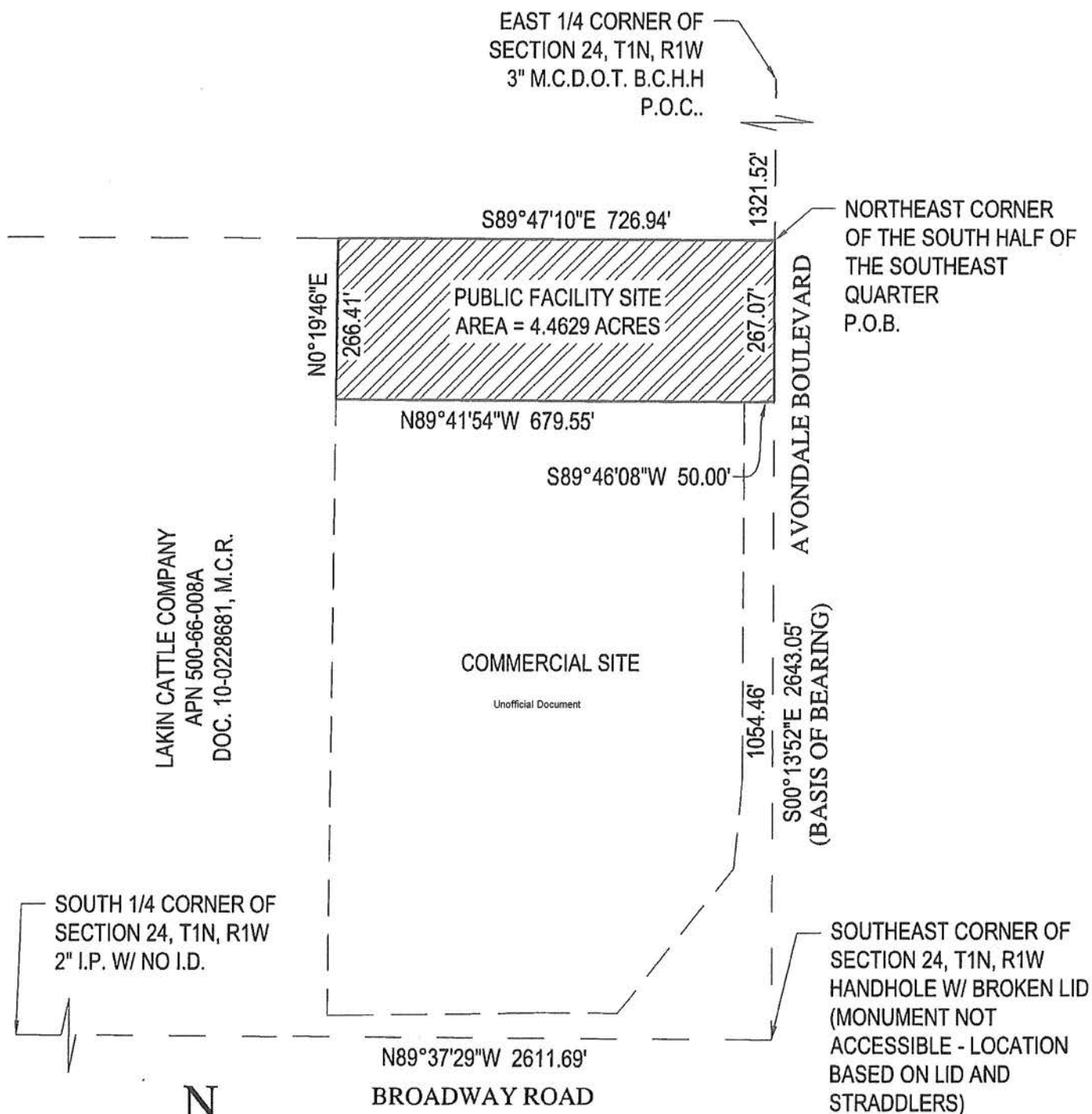
Containing 194,405 square feet or 4.4629 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Depiction of Public Safety Property L08R03 05-08-18.docx





WOOD/PATEL
MISSION: CLIENT SERVICE®
(602) 335-8500
WWW.WOODPATEL.COM



EXPIRES 09-30-20

DEPICTION OF
PUBLIC SAFETY PROPERTY
REVISED 05/08/2018
WP# 174612
PAGE 2 OF 2
NOT TO SCALE

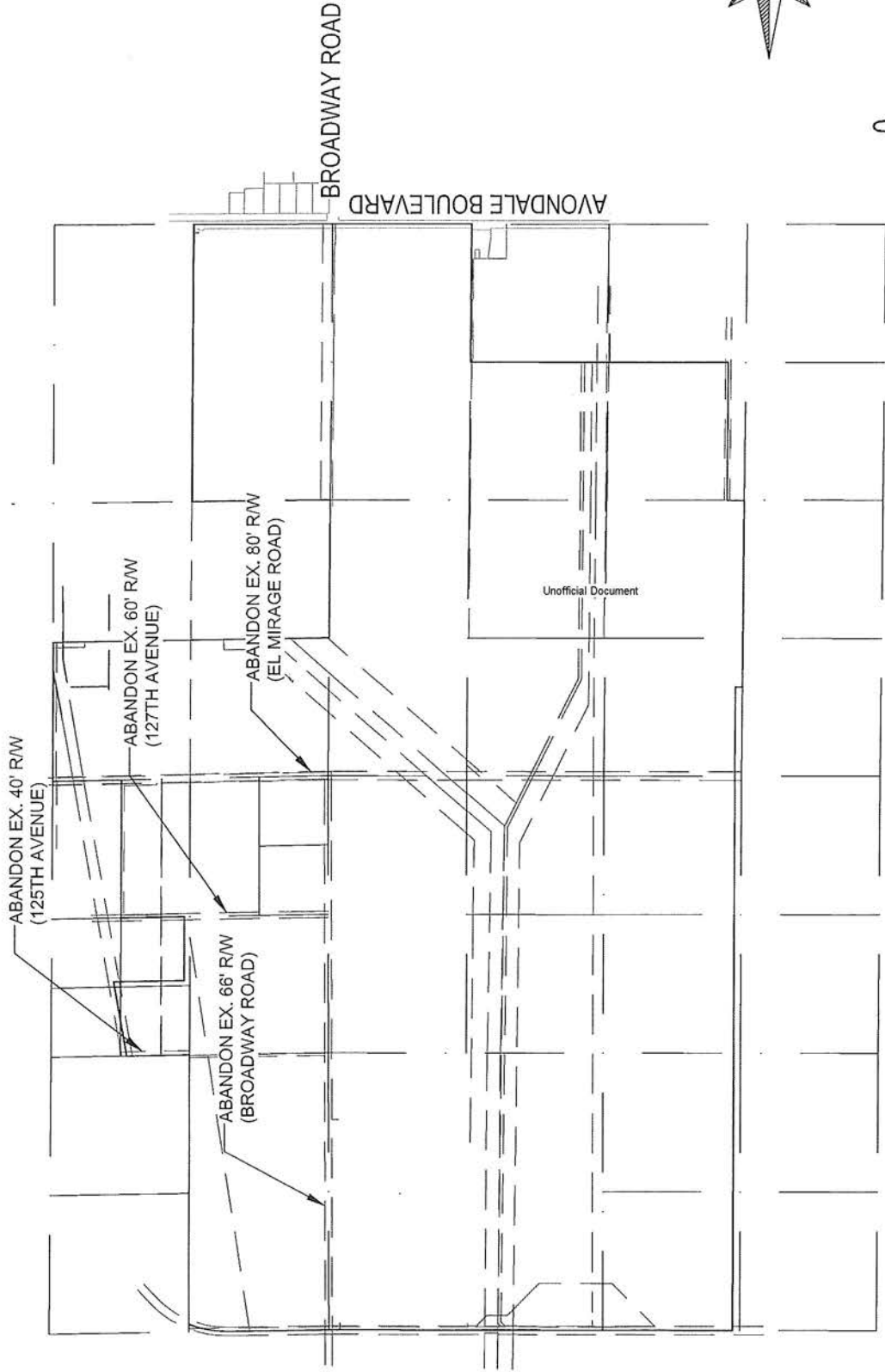
Z:\2017\174612\Survey\Legal\4612-L08R03.dwg

EXHIBIT F
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Right-of-Way and Easements to be Abandoned]

See following pages.

Unofficial Document



WOOD/PATEL
MISSION: CLIENT SERVICE *
(602) 335-8500
WWW.WOODPATEL.COM

EXHIBIT F - EXISTING RIGHT OF WAY ABANDONMENT			
DATE:	04-13-2018	SCALE:	1"=1,500'
JOB NO.: 174612		SHEET	
		1 OF 1	

EXHIBIT G
TO
PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[CFD Development Agreement]

See following pages.

[AREA RESERVED FOR RECORDING INFORMATION]

DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND
INTERGOVERNMENTAL AGREEMENT
(LAKIN COMMUNITY FACILITIES DISTRICT)

ARTICLE I DEFINED TERMS; MISCELLANEOUS MATTERS RELATING TO USE THEREOF.....	3
ARTICLE II CONSTRUCTION OF PROJECTS BY THE DISTRICT; ACQUISITION OF PLANS AND SPECIFICATIONS	7
ARTICLE III CONSTRUCTION OF ACQUISITION PROJECTS BY THE DEVELOPER; CERTAIN MATTERS RELATED TO PLANS AND SPECIFICATIONS	8
ARTICLE IV ACQUISITION OF ACQUISITION PROJECTS FROM THE DEVELOPER	10
ARTICLE V FINANCING OF COSTS OF PROJECTS AND PLANS AND SPECIFICATIONS.....	11
ARTICLE VI MATTERS RELATING TO THE ASSESSMENT BONDS AND THE GENERAL OBLIGATION BONDS AND OTHER OBLIGATIONS OF THE DISTRICT	12
ARTICLE VII ACCEPTANCE BY THE MUNICIPALITY.....	15
ARTICLE VIII INDEMNIFICATION.....	15
ARTICLE IX PAYMENT OF CERTAIN EXPENSES AND COSTS.....	17
ARTICLE X MISCELLANEOUS	18
SIGNATURES	25
EXHIBIT A LEGAL DESCRIPTION OF THE PROPERTY	A-1
EXHIBIT B DESCRIPTION OF THE INFRASTRUCTURE	B-1
EXHIBIT C FORM OF CERTIFICATE OF ENGINEERS FOR CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT	C-1
EXHIBIT D FORM OF CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT	D-1
EXHIBIT E FORM OF DISCLOSURE STATEMENT.....	E-1

THIS DISTRICT DEVELOPMENT, FINANCING PARTICIPATION, WAIVER AND INTERGOVERNMENTAL AGREEMENT (LAKIN COMMUNITY FACILITIES DISTRICT), dated as of June 1, 2018 (hereinafter referred to as this "*Agreement*"), is entered into by and among the City of Avondale, Arizona, a municipality duly incorporated and validly existing pursuant to the laws of the State of Arizona (hereinafter referred to as the "*Municipality*"); Lakin Community Facilities District, a community facilities district formed by the Municipality, and duly organized and validly existing, pursuant to the laws of the State of Arizona (hereinafter referred to as the "*District*"); Brookfield Residential (Arizona) LLC, which has an interest in certain property in the District and is an investor, guarantor and indemnitor but is not a developer (hereinafter referred to as "*Brookfield*"); and Brookfield Lakin LLC, a Delaware LLC, which has an interest in certain property within the boundaries of the District and is an investor, developer, guarantor and indemnitor (hereinafter referred to as the "*Developer*"). Lakin Cattle Company, an Arizona corporation and Cashion Farm Limited Partnership, an Arizona limited partnership (collectively hereinafter referred to as the "*Owner*") own the Property and have consented to the recordation of this Agreement on the Property. The Owner intends to convey the Property to Empire West Title Company, L.L.C. d/b/a Thomas Title & Escrow, an Arizona limited liability company, acting not in its corporate capacity but solely as "Trustee" under its Trust No. 1305TRTAZ (the "*Trust*"). Upon such conveyance, the Trust will consent to this Agreement as Trustee under the Trust, and not in its corporate capacity.

W I T N E S S E T H:

WHEREAS, pursuant to Title 48, Chapter 4, Article 6, Arizona Revised Statutes (hereinafter referred to as the "*Act*"), and Section 9-500.05, Arizona Revised Statutes, the Municipality, the District, Brookfield, and the Developer entered into this Agreement as a "development agreement" to specify, among other things, conditions, terms, restrictions and requirements for "public infrastructure" (as ^{Unofficial Document} is defined in the Act) and the financing of public infrastructure and subsequent reimbursements or repayments over time; and

WHEREAS, with regard to the real property described in Exhibit "A" hereto (hereinafter referred to as the "*Property*") which makes up the real property included within the District, the Municipality, the District, Brookfield, and the Developer determined to specify some of such matters in this Agreement, particularly matters relating to the construction or acquisition of certain public infrastructure by the District, the acceptance thereof by the Municipality and the reimbursement or repayment of the Developer with respect thereto, all pursuant to the Act, such public infrastructure being necessary for the Developer to develop the Property prior to the time at which the District can itself pay for the construction or acquisition thereof; and

WHEREAS, this Agreement as a "development agreement" is consistent with the "general plan" of the Municipality, as defined in Section 9-461, Arizona Revised Statutes, as amended, applicable to the Property on the date this Agreement is executed; and

WHEREAS, pursuant to an election to hereafter be held in and for the District, questions authorizing the district board of the District (i) to sell and issue the portion of the general obligation bonds of the District authorized to, as applicable, be sold and issued by the District as described in this Agreement to provide moneys for certain "public infrastructure purposes" (as such term is defined in the Act) described in the General Plan of the District heretofore approved by the Municipality and the District (hereinafter referred to as the "*General Obligation Bonds*") including the levy, assessment and collection of a debt service tax against all real and personal property in the District, unlimited as to rate or amount therefor, and (ii) to levy, assess and collect an operation and maintenance tax in an amount up to \$0.30 per \$100.00 of net assessed valuation for all real and personal property in the District (hereinafter referred to as the

"O/M Tax") to provide for amounts which become attributable to the operation and maintenance expenses of the District and in the future are expected to be approved pursuant to the Act; and

WHEREAS, special assessment lien bonds of the District shall be issued if certain conditions are met to provide moneys for certain public infrastructure purposes described in such General Plan (herein referred to as the "*Assessment Bonds*"); and

WHEREAS, the use of the proceeds of the sale of the General Obligation Bonds and the Assessment Bonds and amounts which will be collected with respect to the O/M Tax in the future is a subject of this Agreement; and

WHEREAS, specifically, pursuant to the procedures prescribed by Sections 48-576 through 48-549, Arizona Revised Statutes, as nearly as practicable, or such other procedures as the district board of the District provides, assessments of the costs of any public infrastructure purpose on any land in the District may be based on the benefit determined by such board to be received by such land, and, in that respect, Brookfield and the Developer have determined to waive certain matters and agree to certain other matters with respect thereto; and

WHEREAS, prior to the issuance of the Assessment Bonds, the District entered into this Agreement as a written agreement with Brookfield and the Developer as to the manner in which such assessments are to be allocated inasmuch as the portion of the Property upon which they are to be levied is to be divided into more than one parcel and assessments may be prepaid and reallocated; and

WHEREAS, pursuant to the Act, the District entered into this Agreement with the Developer with respect to the advance of moneys for public infrastructure purposes by the Developer and the repayment of such advance ^{Unofficial Document} to process disbursement and investment of proceeds of, the General Obligation Bonds and the Assessment Bonds; and

WHEREAS, pursuant to the Act and Title 11, Chapter 7, Article 3, Arizona Revised Statutes, as amended, the District and the Municipality entered into the specified sections of this Agreement as an "intergovernmental agreement" with one another for joint or cooperative action for services and to jointly exercise any powers common to them and for the purposes of the planning, design, inspection, ownership, control, maintenance, operation or repair of public infrastructure, including particularly to provide for the acceptance by the Municipality of certain public infrastructure constructed or acquired by the District;

NOW, THEREFORE, in the joint and mutual exercise of their powers, in consideration of the above premises and of the mutual covenants herein contained and for other valuable consideration, and subject to the conditions set forth herein, the parties hereto agree that:

ARTICLE I DEFINED TERMS; MISCELLANEOUS MATTERS RELATING TO USE THEREOF

Section 1.1. (a) For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires, the terms defined hereinabove and in this Section have the meanings assigned to them in this Section and hereinabove and include, as appropriate, the plural as well as the singular:

"*Acquisition Infrastructure*" means that portion of the Infrastructure other than that which is the subject of a request of the Developer and approval of the District Manager described in Section 2.1.

"*Acquisition Project*" means each project which is a part of the Acquisition Infrastructure on a project-by-project basis.

"*Acquisition Project Construction Contract*" means a construction contract for an Acquisition Project.

"*Assessed Property*" means parcels of the Property which from time to time are designated by an amendment to this Agreement.

"*Assessment Bond Acquisition Construction Contract*" means the Construction Contracts for the applicable work.

"*Assessment Bonds*" means the series of special assessment lien bonds of the District authorized to be sold and issued by the District as described in this Agreement, payable from amounts collected from, among other sources, the Assessments on the applicable Assessed Property.

"*Assessments*" means, as to be originally levied and as thereafter reallocated as described herein, the "not to exceed" proportionate share of costs and expenses of Work levied against each parcel of the Assessed Property pursuant to Title 48, Chapter 4, Article 2, Arizona Revised Statutes.

"*Bonds*" means, as applicable, ^{Unofficial Document} Assessment Bonds or the General Obligation Bonds.

"*Certificate of the Engineers*" means a certificate of the Developer Engineer and the District Engineer in substantially the form of Exhibit "B" hereto.

"*Code*" means the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

"*Construction Contract*" means a construction contract for a Project.

"*Conveyance*" means a conveyance for a Segment in substantially the form of Exhibit "C" hereto.

"*Court*" means the Maricopa County Superior Court.

"*Cure Period*" shall have the meaning provided in Section 10.20.

"*Developer Engineer*" means any firm of professional engineers hired by the Developer after approval thereof by the District Manager to perform the services required therefrom for the purposes hereof.

"*Disclosure Statement*" means the disclosure statement substantially in the form of Exhibit "D" hereto.

"*District Budget*" means the budget of the District required for each Fiscal Year by the Act.

"*District Engineer*" means the professional engineer or firm of such engineer designated by the District Manager.

"*District Expenses*" means the reasonable expenses and costs of the operation and administration of the District (but not O/M Expenses) including the reasonable expenses and costs incurred by the Municipality in connection with the formation of the District; its operations; its relationship with the Municipality; its development and maintenance of the website required by the Act; its issuance of the Assessment Bonds or the General Obligation Bonds or any similar matters and reasonable fees and related costs and expenses of staff of the Municipality, financial advisors, engineers, appraisers, attorneys and other consultants and including any overhead incurred by the Municipality with respect thereto and specifically allocated to the District Expenses. District Expenses also includes the amounts of the insurance premiums arising as a result of procuring insurance as described in Section 8.3 for the District (but not Brookfield and the Developer) and, to the extent necessary as a result of application to claims under such insurance, to pay the deductible described in Section 8.3.

"*District Indemnified Party*" means the Municipality and each legislator, director, trustee, member, officer, official or employee thereof or of the District.

"*Engineers*" means, collectively, the Developer Engineer and the District Engineer; provided, however, that neither may be changed upon less than thirty (30) days written notice and, in the case of the Developer Engineer, without compliance with the other provisions hereof with respect to such change.

"*Financeable Amount*" means the total of amounts necessary (1) to pay the total of all amounts due pursuant to the Assessment Bond Acquisition Construction Contracts not otherwise paid from cash collections of the ^{Unofficial Document} ~~Assessment~~ ^{Assessments} and (2) to pay (i) all other amounts indicated in this Agreement, (ii) all relevant issuance costs related to the Assessment Bonds, (iii) capitalized interest for a period not in excess of that permitted by the Act and described elsewhere herein and (iv) an amount necessary to fund a debt service reserve fund in an amount not in excess of that permitted by the Act and described elsewhere herein.

"*Fiscal Year*" means the twelve (12) month period beginning on July 1 of any year and ending on June 30 of the following year.

"*Force Majeure*" means any condition or event not reasonably within the control of a party obligated to perform hereunder, including, without limitation, "acts of God"; strikes, lock-outs, or other disturbances of employer/employee relations; acts of public enemies; orders or restraints of any kind of the government of the United States or any state thereof or any of their departments, agencies, or officials, or of any civil or military authority; insurrection; civil disturbances; riots; epidemics; landslides; lightning; earthquakes; subsidence; fires; hurricanes; storms; droughts; floods; arrests; restraints of government and of people; explosion; and partial or entire failure of utilities. Failure to settle strikes, lock-outs and other disturbances of employer/employee relations or to settle legal or administrative proceedings by acceding to the demands of the opposing party or parties, in either case when such course is in the judgment of the party hereto unfavorable to such party, shall not constitute failure to use commercially reasonable efforts to remedy such a condition or event.

"*General Obligation Bonds*" means the series of general obligation bonds of the District authorized to be sold and issued by the District as described in this Agreement.

"*Indemnified Party*" means the Municipality and the District and each legislator, director, trustee, partner, member, officer, official, independent contractor or employee thereof

and each person, if any, who controls the Municipality and/or the District within the meaning of the Securities Act.

"*Infrastructure*" means any "public infrastructure" (as such term is defined in the Act) which is intended by the District and the Developer to be the subject of a Report.

"*Initial Expenses*" means, prior to receipt of collections of the first levy of the O/M Tax, the reasonable expenses and costs of the operation and administration of the District including the reasonable expenses and costs incurred by the Municipality in connection with the formation of the District, its operations, its relationship with the Municipality, its issuance of the Assessment Bonds or the General Obligation Bonds or any similar matters and reasonable fees and related costs and expenses of staff of the Municipality, financial advisors, engineers, appraisers, attorneys and other consultants and including any overhead incurred by the Municipality with respect thereto and specifically allocated to the Initial Expenses. Initial Expenses also includes, prior to receipt of collections of the first levy of the O/M Tax, the amount of the insurance premiums arising as a result of procuring insurance as described in Section 8.3 for the District (but not Brookfield and the Developer) and to pay the initial deductible described in Section 8.3, and then thereafter, to the extent necessary as a result of application to claims under such insurance, to pay such deductible.

"*Initiation Notice*" shall have the meaning provided in Section 10.20(d).

"*Intergovernmental Agreement Act*" means Title 11, Chapter 7, Article 3, Arizona Revised Statutes, as amended.

"*Land Development Agreement*" means the Pre-Annexation and Development Agreement entered into on _____, 2018, ^{Unofficial Document} among the Municipality, and the Developer and recorded _____, 2018, as Document No. _____, in the official records of Maricopa County, Arizona, as amended from time to time.

"*O/M Expenses*" means the reasonable expenses and costs of the operation and maintenance of the Projects and for accumulating a Replacement Reserve Amount with respect to the Projects including any overhead incurred by the Municipality with respect thereto and specifically allocated to the O/M Expenses.

"*O/M Tax*" means an operation and maintenance tax in the amount up to \$0.30 per \$100.00 of assessed valuation for all real and personal property in the District.

"*PAD*" means the Planned Area Development zoning for the Property approved by the City as Case No. PL-17-0223, date stamped April 2, 2018.

"*Panel*" shall have the meaning provided in Section 10.20(d).

"*Plans and Specifications*" means the plans and specifications for a Project which, if the District acquires, shall be prepared and reviewed in accordance with the requirements for plans and specifications for construction projects of the Municipality similar to the Project or the Acquisition Project, as applicable.

"*Process*" shall have the meaning provided in Section 10.20(d).

"*Project*" means each project which is a part of the Infrastructure on a project-by-project basis.

"*Replacement Reserve Amount*" means an amount calculated using reasonable accounting practices based on the useful life of the various assets composing the Projects established by the Internal Revenue Code of 1986, as amended, to be used to replace such assets.

"*Report*" means the study of the feasibility and benefits required by the Act for the applicable Project or Acquisition Project.

"*Securities Act*" means the Securities Act of 1933, as amended.

"*Segment*" means a completed, discrete portion of an Acquisition Project as determined by the District Engineer and the District Manager.

"*Segment Price*" means an amount equal to the sum of the amounts paid by the Developer for (1) Plans and Specifications for the Segment (including the costs of the review of such design by the District Engineer), (2) construction of the Segment pursuant to the Acquisition Project Construction Contract for such Segment (such amount to be equal to the contract amount plus any increases to such contract amount approved as described in Section 3.5 less any change orders decreasing the contract amount), (3) inspection and supervision of performance under such Acquisition Project Construction Contract and (4) other miscellaneous costs for such Segment attributable to construction of the Segment approved by the Engineers as certified in the Certificate of the Engineers for that Segment.

"*State*" means the State of Arizona.

"*Total Debt Service*" means ^{debt service} ~~debt service~~ with respect to the General Obligation Bonds for the next succeeding Fiscal Year ^{Unofficial Document} plus the amounts described in Section 9.1 for such Fiscal Year.

"*Work*" means the portions of the Infrastructure which from time to time are designated by an amendment to this Agreement, the acquisition or construction of which is to be financed with the proceeds of the sale of Assessment Bonds.

(b) All references in this Agreement to designated "Exhibits," "Articles," "Sections," and other subdivisions are to the designated Exhibits, Articles, Sections, and other subdivisions of this Agreement as originally executed. References to "subsections" are to subsections of the Section in which the subsections are included.

(c) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Article, Section or other subdivision.

ARTICLE II

CONSTRUCTION OF PROJECTS BY THE DISTRICT; ACQUISITION OF PLANS AND SPECIFICATIONS

Section 2.1. At any time after the sale and delivery of the Bonds (and while there are remaining available, unrestricted proceeds of the sale of the Bonds in amounts sufficient in the judgment of the District Manager therefore) pursuant to Section 5.1(a), the District, upon written request of the Developer and after approval by the District Manager prior to the construction bidding therefor, shall cause Plan of Specifications for the Infrastructure indicated

in such request (which otherwise would have been Acquisition Projects) to be prepared and then constructed pursuant to the Plans and Specifications in a fashion which allows for development of the Property to proceed in accordance with the terms of, and the timing provided by, Sections 2.1 and 8.17 of the Land Development Agreement.

Section 2.2. (a) The construction of the Infrastructure shall be bid, and the Infrastructure shall be constructed, in accordance with the requirements for bidding and constructing projects of the Municipality similar to the Projects.

(b) The Infrastructure (or any Project which is a part thereof) shall be bid in one or more parts by and in the name of the District, and Construction Contracts shall be entered into with the bidders selected in accordance with the requirements for awarding contracts for projects of the Municipality similar to the Construction Contracts as specified in the Avondale Code and any procurement guidelines promulgated in connection therewith.

Section 2.3. None of Brookfield or the Developer, or any entity related to any of them, have been or will be compensated by the Municipality or the District for any costs of any Project except as provided herein.

Section 2.4. Construction of a Project shall be financed as any time after the sale and delivery of the Bonds (and while there are remaining available, unrestricted proceeds of the sale of the Bonds) only pursuant to Section 5.1(a).

Section 2.5. Plans and Specifications for the Projects which are not Acquisition Projects may, instead of as otherwise provided in Section 2.1, upon written request of the Developer and after approval by the District Manager, be prepared by the Developer Engineer and then acquired by the District pursuant to ^{Unofficial Document} 5.2(c) simultaneously with the financing of the construction of the related Project pursuant to Section 5.1(a). The District shall not be liable for any payment or repayment with respect to the Plans and Specifications except as provided by this Agreement.

ARTICLE III

CONSTRUCTION OF ACQUISITION PROJECTS BY THE DEVELOPER; CERTAIN MATTERS RELATED TO PLANS AND SPECIFICATIONS

Section 3.1. (a) (i) Subject specifically to the obligation under the circumstances described herein to pay the Segment Price for a Segment as hereinafter provided, the Developer shall, at its sole cost and expense, for which the Developer shall be liable, cause each Acquisition Project to be constructed pursuant to the Plans and Specifications, in a fashion which allows for development of the Property to proceed in accordance with the terms of, and the timing provided by, the PAD and the Land Development Agreement on real property in which the Developer has an interest. (Underlying ownership of real property on which the Acquisition Project is to be built shall be determined in the final plat or final development plan process of the Municipality or as otherwise determined to the satisfaction of the District Manager and documented to the satisfaction of District Counsel.)

(ii) The construction of the Acquisition Projects shall be procured pursuant to the provisions of Title 34, Chapter 2, Article 1, Arizona Revised Statutes and in accordance with the requirements for construction projects of the Municipality similar to the Acquisition Projects as specified in Avondale Code and any procurement guidelines

promulgated in connection therewith. Acquisition Project Construction Contracts shall be entered into with the bidders selected in accordance with the requirements for awarding contracts for projects of the Municipality similar to the Acquisition Project Construction Contracts as specified by such code and guidelines. (Compliance with such requirements with respect to an Acquisition Project shall be evidenced by a Certificate of the Engineers.)

(iii) Neither the Municipality or the District shall bear any risks, liabilities, obligations or responsibilities under any Acquisition Project Construction Contract or risk of loss of or damage to any Acquisition Project (or any part thereof) occurring prior to the time of acquisition of such Acquisition Project (or part thereof) pursuant to Article IV.

(iv) The Municipality and the District shall be named as an additional insured on any insurance policies required under a bid for an Acquisition Project and as a third party beneficiary with respect to all warranties, guarantees and bonds with respect thereto.

(v) An indication of final payment and contract closeout shall be provided to the District Manager before any acquisition pursuant to Article IV. If any liens are placed on any portion of a Project which is the subject of a Acquisition Project Construction Contract or if litigation ensues between the Developer and any contractor with respect to an Acquisition Project Construction Contract, the District shall not acquire the Acquisition Project or any portion thereof until such liens are removed or such litigation is resolved.

(b) (i) Any advertisement for bids for construction of any Project or provision of any Plans and Specifications to be acquired shall clearly indicate that the Developer will be the "owner" for purposes of the Acquisition Project Construction Contract or contract for such Plans and Specifications. ^{Unofficial Document} include the following language: **"THE WORK WHICH IS THE SUBJECT OF THE BID IS THE SUBJECT OF A DISTRICT DEVELOPMENT, FINANCING PARTICIPATION AND INTERGOVERNMENTAL AGREEMENT AMONG DEVELOPER, BROOKFIELD RESIDENTIAL ARIZONA, THE CITY OF AVONDALE, ARIZONA, AND LAKIN COMMUNITY FACILITIES DISTRICT PURSUANT TO WHICH SUCH WORK MAY BE ACQUIRED FROM OWNER BY SUCH COMMUNITY FACILITIES DISTRICT. THE SUCCESSFUL CONTRACTOR WILL NOT HAVE RECOURSE, DIRECTLY OR INDIRECTLY, TO SUCH CITY OR COMMUNITY FACILITIES DISTRICT FOR ANY COSTS UNDER ANY CONTRACT OR ANY LIABILITY, CLAIM OR EXPENSE ARISING THEREFROM."** (The Developer is "OWNER" for purposes of the foregoing.)

(ii) Each Acquisition Project Construction Contract or contract for such Plans and Specifications to be acquired shall provide that the respective contractors shall not have recourse, directly or indirectly, to the Municipality or the District for the payment of any costs pursuant to such Acquisition Project Construction Contract or contract for such Plans and Specifications or any liability, claim or expense arising therefrom and that the Developer shall have sole liability therefor.

(c) The Developer shall provide for inspection by the Engineers of work performed under any Acquisition Project Construction Contract.

(d) Any change order to any Acquisition Project Construction Contract shall be subject to approval by the Engineers (which approval shall not be unreasonably withheld or delayed) and shall be certified to in the applicable Certificate of the Engineers; provided, however, that any change order expected to increase the amount of an Acquisition Project Construction Contract shall be the subject of the same approval requirements that a change order

to increase the cost of a construction contract of the Municipality would be subject unless modified by action of the District Board and, specifically, the approval of the District Treasurer.

ARTICLE IV ACQUISITION OF ACQUISITION PROJECTS FROM THE DEVELOPER

Section 4.1. (a) The Developer shall sell to the District, and the District shall acquire from the Developer, the Segments for the Segment Prices upon dates established by the District Manager in his sole and absolute discretion at the request of the Developer.

(b) Acquisition of a Segment shall be financed (1) at any time before the sale and delivery of the Bonds (or after there are no available, unrestricted proceeds of the sale of the Bonds remaining) only pursuant to Section 5.1(b)(4) hereof and (2) at any time after the sale and delivery of the Bonds (and while there are available, unrestricted remaining proceeds of the sale of the Bonds) only pursuant to Section 5.1(c) hereof.

(c) The District shall not be liable for any payment or repayment to the Developer with respect to the Acquisition Infrastructure except as provided by this Agreement.

Section 4.2. The District shall pay the Segment Price for and acquire from the Developer, and the Developer shall accept the Segment Price for and sell to the District, each Segment as provided in Section 4.1 after the approval of the Report and within thirty (30) days after receipt by the District Manager of the following with respect to such Segment, in form and substance reasonably satisfactory to the District Manager:

- (1) the Certificate ^{Unofficial Document} of the Engineers;
- (2) the Conveyance;
- (3) evidence that public access to the Segment or the Acquisition Project, as applicable, has been or will be provided to the Municipality;
- (4) the assignment of all contractors' and materialmen's warranties and guarantees as well as payment and performance bonds;
- (5) an acceptance letter issued by the Municipality and by its terms subject specifically to recordation of the Conveyance which is the subject of such letter and
- (6) such other documents, instruments, approvals or opinions as may reasonably be requested by the District Manager including, with respect to any real property related to the Acquisition Project, title reports, insurance and opinions and evidence satisfactory to the District Manager that such real property does not contain environmental contaminants which make such real property unsuitable for its intended use or, to the extent such contaminants are present, a plan satisfactory to the District Manager which sets forth the process by which such real property will be made suitable for its intended use and the sources of funds necessary to accomplish such purpose.

ARTICLE V
FINANCING OF COSTS OF PROJECTS
AND PLANS AND SPECIFICATIONS

Section 5.1. (a) (1) Any amounts due pursuant to any Construction Contract (including incidental costs relating thereto) after the sale and delivery of any of the Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Bonds) shall be provided for by the payment of such amounts from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof (and, if applicable, cash collections, if any, from the Assessments). Proceeds of the sale of the Assessment Bonds shall only be applied for such purposes to amounts provided for the Work.

(2) Until the sale and delivery of the Bonds, the District shall not have any obligation to pay such amounts. Neither the District nor the Municipality shall be liable to Brookfield or the Developer (or any contractor or assigns under any Construction Contract) for payment of any such amount except to the extent available, unrestricted proceeds of the sale of the Bonds are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Bonds shall be available to pay such amounts

(b) (1) To provide for any acquisition of a Segment occurring before the sale and delivery of the Bonds and after there are no remaining, available, unrestricted proceeds of the sale of the Bonds, the Segment Price of that Segment shall be advanced by the Developer pursuant to the terms of this Agreement and the Conveyance for that Segment.

(2) As soon as possible after the sale and delivery of the Bonds, the amounts advanced by the Developer for the Segment Price of a Segment prior to the sale and delivery of the Bonds shall, subject to the requirements of Section 4.2, be paid to the Developer, from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the remaining amounts thereof (and, if applicable, cash collections, if any, from the Assessments). Neither the District nor the Municipality shall be liable to the Developer (or any contractor or assigns under any Acquisition Project Construction Contract) for payment of any Segment Price except to the extent available, unrestricted proceeds of the sale of the Bonds (and, if applicable, cash collections, if any, from the Assessments) are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient available, unrestricted proceeds from the sale of the Bonds shall be available to pay any Segment Price. Proceeds of the sale of the Assessment Bonds shall only be applied for such purposes to amounts advanced for Work.

(3) Until the sale and delivery of the Bonds and after there are no available, unrestricted remaining proceeds of the sale of the Bonds, the District shall not have any obligation to repay the Developer for any advance made by the Developer to pay a Segment Price.

(c) (1) Any acquisition of a Segment occurring after the sale and delivery of the Bonds (or of Plans and Specifications for a Project) to be acquired which may occur only after sale and delivery of the Bonds (and while there are remaining, available, unrestricted proceeds of the sale of the Bonds) shall, subject to the requirements of Section 4.2, be provided for by the payment of the Segment Price for such Segment or of the costs of such Plans and Specifications as determined by the District Engineer and the District Manager based on actual amounts paid by the Developer to the Developer Engineer therefor from, and only from, the available, unrestricted proceeds of the sale of the Bonds to the extent only of the

remaining amounts thereof (and, if applicable, cash collections, if any, from the Assessments). Proceeds of the sale of the Assessment Bonds shall only be applied for such purpose to amounts provided for Work. (The District shall pay the costs of such Plans and Specifications to the Developer as provided in Section 2.5 after approval of the Report and within thirty (30) days after receipt by the District Manager of evidence of exclusive ownership of the architectural materials (including memorandums, notes and preliminary and final drawings) and the related intellectual property rights (including copyright, if any) related to such Plans and Specifications, in all media, including electronic, and that the District shall be held harmless and be free to use such Plans and Specifications in any way it determines, including particularly, but not by way of limitation, giving them to another firm for the design of a similar structure in form and substance reasonably satisfactory to the District Manager.)

(2) Until the sale and delivery of the Bonds, the District shall not have any obligation to pay such Segment Price or such costs of such Plans and Specifications. Neither the District nor the Municipality shall be liable to the Developer (or any contractor or assigns under any Acquisition Project Construction Contract) for payment of any Segment Price or for the costs of such Plans and Specifications except to the extent available, unrestricted proceeds of the sale of the Bonds (and, if applicable, cash collections, if any, from the Assessments) are available for such purpose, and no representation or warranty is given that the Bonds can be sold or that sufficient, available, unrestricted proceeds from the sale of the Bonds shall be available to pay such Segment Price or such costs of such Plans and Specifications.

ARTICLE VI
MATTERS RELATING TO THE ASSESSMENT BONDS AND
Unofficial Document
THE GENERAL OBLIGATION BONDS AND
OTHER OBLIGATIONS OF THE DISTRICT

Section 6.1. (a) The District Board shall, from time to time, take all such reasonable action necessary for the District to sell and issue, pursuant to the provisions of the Act, an applicable amount of the Bonds in an amount sufficient to repay advances for or to pay directly from the available, unrestricted proceeds thereof the total of all amounts due for the purposes of any Construction Contract for the Infrastructure and the Segment Prices for the Acquisition Infrastructure and costs of the Plans and Specifications for the Infrastructure to be acquired, established or reasonably expected to be established pursuant hereto plus all relevant issuance costs related thereto (except the amounts due in those respects with regard to Work which shall be provided from the proceeds of the sale of the Assessment Bonds). To the extent the District is not otherwise prohibited from agreeing pursuant to applicable law, until such time as the District has acquired from the Developer public infrastructure from proceeds of sale of the General Obligation Bonds in the amount of \$50,000,000, the District shall not undertake the issuance of any of the General Obligation Bonds to finance costs of any public infrastructure other than the Infrastructure without written approval of the Developer.

(b) If the Bonds are not issued or if the available, unrestricted proceeds of the sale of the Bonds are insufficient to pay any or all of the amounts due described in Section 5.1(a) or all of the Segment Prices for the Acquisition Infrastructure and costs of the Plans and Specifications for the Infrastructure to be acquired, there shall be no recourse against the District or the Municipality for, and neither the District nor the Municipality shall have liability with respect to, such amounts so due or the Segment Prices for the Acquisition Infrastructure, except from the available, unrestricted proceeds of the sale of the Bonds, if any and as applicable.

Section 6.2. (a) The District Board shall, in its sole discretion, determine on a series by series basis the method of sale of the Bonds. The District will consider factors such as investment grade ratings (as assigned by a nationally recognized bond rating agency), public sale or placement and transfer restrictions, if any, at the time each series of Bonds is sold.

(b) (1) The total aggregate principal amount of all of the series of the General Obligation Bonds shall not exceed \$70,000,000, of which \$50,000,000 is spent as provided in Section 6.1(a).

(2) A series of the General Obligation Bonds shall only be issued if the debt service therefor can be amortized with substantially equal amounts of annual debt service from amounts generated by a tax rate of not to exceed \$3.85 per one hundred dollars of assessed valuation of property within the boundaries of the District as indicated on the tax roll for the current tax year. For purposes of the foregoing, a delinquency factor for tax collections equal to the greater of five percent (5%) and the historic, average, annual, percentage delinquency factor for the District as of such Fiscal Year shall be assumed; all property in the District owned by Brookfield or the Developer or any entity owned or controlled (as such term is used in the Securities Act) by Brookfield or the Developer or any entity which owns or controls (as such term is used in the Securities Act) Brookfield or the Developer shall be assigned the last value such property had when categorized as "agricultural" for purposes of assessed valuation and the debt service for any outstanding series of the General Obligation Bonds theretofore issued shall be taken into account in determining whether such tax rate will produce adequate debt service tax collections; provided, however, that the first series of the General Obligation Bonds shall be issued no later than necessary to have the debt service tax costs therefor appear on the first tax bill applicable to any single family residential dwelling unit to be located within the boundaries of the District to be owned by other than Brookfield or the Developer or any entity owned or controlled (as such term is used in the Securities Act) by Brookfield or the Developer or any entity which owns or controls (as such term is used in the Securities Act) Brookfield or the Developer or any homebuilder to whom Brookfield or the Developer or any entity owned or controlled (as such term is used in the Securities Act) by Brookfield or the Developer or any entity which owns or controls (as such term is used in the Securities Act) Brookfield or the Developer sells property within the boundaries of the District.

(3) If necessary in the discretion of the District Board, the "sale proceeds" of the sale of each series of the General Obligation Bonds shall include an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on that series of the General Obligation Bonds, in an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto.

(c) (1) The Assessments shall be levied based on the Financeable Amount and pursuant to the procedures prescribed by Sections 48-576 through 48-589, Arizona Revised Statutes, as nearly as practicable and except as otherwise provided herein, upon the applicable Assessed Property shall be collected pursuant to the procedures prescribed by Sections 48-599 and 600, Arizona Revised Statutes, as nearly as practicable and, in the event of nonpayment of any of the Assessments, the procedures for collection thereof and sale of the applicable portion of the Assessed Property prescribed by Sections 48-601 through 48-607, Arizona Revised Statutes, shall apply, as nearly as practicable, except that neither the District nor the Municipality is required to purchase any of the Assessed Property at the sale if there is no other purchaser.

(2) The Developer, which shall be the owner of record prior to the levy of the Assessments, shall accept the Assessments and have the Assessments allocated

and recorded with the County Recorder of Maricopa County, Arizona, by means of an amendment to this Agreement against the various parcels comprising the Assessed Property; provided, however, that the District Board in its sole and absolute discretion may modify the Assessments after the Assessments have been legally assessed to correspond to subsequent changes in the development of the affected property but in no case shall the Assessments be reduced below a total necessary to provide for debt service for the corresponding Assessment Bonds.

(3) The Assessed Property shall receive benefits from Work equal to not less than the Assessments as so allocated to the parcels into which the Assessed Property is or is to be divided, and the Assessments shall be final, conclusive and binding upon the Developer whether or not the Work is completed.

(4) To prepay in whole or in part the applicable portion of any of the Assessments, the following shall be paid in cash to the District: (I) the interest on such portion to the next date Bonds may be redeemed plus (II) the unpaid principal amount of such portion rounded up to the next highest multiple of \$1,000 plus (III) any premium due on such redemption date with respect to such portion plus (IV) any administrative or other fees charged by the District with respect thereto less (V) the amount by which any reserve therefor may be reduced on such redemption date as a result of such prepayment.

(5) The Developer hereby acknowledges that lenders and other parties involved in financing future improvements on Assessed Property (including mortgages for single family residences) may require that liens associated with the Assessments (or applicable portions thereof) be paid and released prior to accepting a lien with respect to any such financing.

Unofficial Document

(6) This Agreement shall be construed to be an express consent by the Developer that (I) the District may, with respect to the Assessed Property, incur costs and expenses necessary to complete the related Work and (II) the District may levy and collect the Assessments in amounts sufficient to pay the applicable Financeable Amount, including the Work, but not in excess of the Financeable Amount.

(7) Notwithstanding that Section 32-2181(I), Arizona Revised Statutes, may be construed to prevent any waiver of the right to appear before the District Board on any hearing required at or prior to the confirmation of the Assessments, the Developer instead hereby requests that the District Board hold hearings on any protests with respect to the Work and objections to the extent of the Assessed Property (all of which is to be assessed) pursuant to Sections 48-579 and 580, Arizona Revised Statutes, any objections to award of applicable contracts with respect to the Work pursuant to Section 48-584, Arizona Revised Statutes, and any objections with respect to the Assessments or to any previous proceedings connected therewith or claim that the Work has not been performed according to any applicable contract or the plans and specifications pursuant to Section 48-590, Arizona Revised Statutes, should any protests or objections or any requests for hearings with respect thereto be made prior to the confirmation of the Assessments, the Developer hereby waives all formal requirements of notice (whether to be mailed, posted or published) and the passage of time prior to such hearings and further consents that hearings and proceedings may be consolidated and held by the District Board on the same day or days.

(8) (A) At the time of sale of any series of the Assessment Bonds, an appraisal prepared by an MAI appraiser must show that the bulk, wholesale value of the applicable Assessed Property with all of the Infrastructure described in the applicable Report

in place is worth at least four (4) times as much as the principal amount of such series of the Assessment Bonds.

(B) If necessary in the sole discretion of the District Board, the "sale proceeds" of the sale of a series of the Assessment Bonds shall include an amount sufficient to fund a reserve fund, which shall be a reserve to secure payment of debt service on such series of the Assessment Bonds, up to an amount equal to the maximum amount permitted by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations applicable thereto. Payment from such reserve shall not effect a reduction in the amount of the applicable Assessments, and any amount collected with respect to the applicable Assessments thereafter shall be deposited to such reserve to the extent the applicable Assessments are so paid therefrom.

Section 6.3. Other than (1) this Agreement, (2) the Assessment Bonds and the General Obligation Bonds and (3) any obligations necessary in connection with either of the foregoing, the District shall not incur, or otherwise become obligated with respect to, any other obligations.

ARTICLE VII ACCEPTANCE BY THE MUNICIPALITY

Section 7.1. Simultaneously with the payment of the related Segment Price or completion of construction of a Project, whichever first occurs, the Segment of Acquisition Infrastructure or the Project constructed is hereby accepted (including for purposes of maintenance and operation thereof if not theretofore provided) by the Municipality, subject to the conditions pursuant to which facilities such as the Acquisition Projects and the Projects so constructed are typically accepted by the Municipality and the Land Development Agreement, thereafter shall be made available for use by the general public.

ARTICLE VIII INDEMNIFICATION

Section 8.1. (a) Brookfield and the Developer (1) shall, jointly and severally, indemnify and hold harmless each Indemnified Party for, from and against any and all losses, claims, damages or liabilities, joint or several, arising from any challenge or matter relating to the formation, activities or administration of the District (including the establishment of the Assessed Property), or the carrying out of the provisions of this Agreement (but not for any matters which are related to infrastructure which is not part of the Infrastructure), including particularly but not by way of limitation for any losses, claims or damages or liabilities (A) related to any Acquisition Project Construction Contract or Project constructed pursuant to a Construction Contract including claims of any contractor, vendor, subcontractor or supplier, (B) to which any such Indemnified Party may become subject, under any statute or regulation at law or in equity or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact set forth in any offering document relating to the Bonds, or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements therein, in light of the circumstances in which they were made, not misleading in any material respect and (C) to the extent of the aggregate amount paid in any settlement of any litigation commenced or threatened arising from a claim based upon any such untrue statement or alleged

untrue statement or omission or alleged omission if such settlement is effected with the written consent of Brookfield and the Developer (which consent shall not be unreasonably withheld) and (2) shall reimburse any legal or other expenses reasonably incurred by any such Indemnified Party in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the foregoing shall not apply to any loss, claim, damage or liability relating to or arising from the activities or administration of the District with respect to any portion of the Infrastructure that has been accepted by the Municipality pursuant to Section 7.1.

(b) Section 8.1(a) shall, however, not be applicable to any of the following:

(1) matters involving any gross negligence or willful misconduct of any Indemnified Party,

(2) any loss, claim, damage or liability for which insurance coverage is required to be in effect pursuant to Sections 8.3 and 8.4; provided, however, that this subsection 8.1(b)(2) shall not apply to the portion of any loss, claim, damage or liability that is not, or would not be, covered by the insurance required to be in effect pursuant to Sections 8.3 and 8.4,

(3) any loss, claim, damage or liability arising from or relating to defects in any Infrastructure that are not known to the Developer and are discovered two (2) years or more following acceptance thereof by the Municipality pursuant to Section 7.1, or

(4) matters arising from or involving any breach of this Agreement by the District or any other Indemnified Party.

(c) An Indemnified Party shall, promptly after the receipt of notice of a written threat of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against Brookfield and the Developer, notify Brookfield and the Developer in writing of the commencement thereof and provide a copy of the written threat received by such Indemnified Party. Failure of the Indemnified Party to give such notice shall reduce the liability of Brookfield and the Developer by the amount of damages attributable to the failure of the Indemnified Party to give such notice to Brookfield and the Developer, but the omission to notify Brookfield and the Developer of any such action shall not relieve Brookfield or the Developer from any liability that any of them may have to such Indemnified Party otherwise than under this section. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify Brookfield and the Developer of the commencement thereof, Brookfield and the Developer may, or if so requested by such Indemnified Party shall, participate therein or defend the Indemnified Party therein, with counsel satisfactory to such Indemnified Party and Brookfield and the Developer (it being understood that, except as hereinafter provided, Brookfield and the Developer collectively shall not be liable for the expenses of more than one counsel representing the Indemnified Parties in such action), and after notice from Brookfield and the Developer to such Indemnified Party of an election so to assume the defense thereof, Brookfield and the Developer shall not be liable to such Indemnified Party under this section for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof; provided, however, that unless and until Brookfield and the Developer defends any such action at the request of such Indemnified Party, Brookfield and the Developer shall have the right to participate at their own expense in the defense of any such action. If the Developer shall not have employed counsel to defend any such action or if an Indemnified Party shall have reasonably concluded that there may be defenses available to it and/or other Indemnified Parties that are different from or

additional to those available to the Developer (in which case the Developer shall not have the right to direct the defense of such action on behalf of such Indemnified Party) or to other Indemnified Parties, the legal and other expenses, including the expense of separate counsel, incurred by such Indemnified Party shall be borne by the Developer.

Section 8.2. To the extent permitted by applicable law, the District shall indemnify, defend and hold harmless each Indemnified Party for, from and against any and all liabilities, claims or demands for injury or death to persons or damage to property arising from in connection with, or relating to the performance of this Agreement. The District shall not, however, be obligated to indemnify the District Indemnified Parties with respect to damages caused by the negligence or willful misconduct of the District Indemnified Parties. The District shall not indemnify, defend and hold harmless the Municipality with respect to matters relating to public infrastructure owned by the Municipality.

Section 8.3. The District shall maintain general liability and public official liability insurance for the District and each member of the board of directors of the District with limits of \$1,000,000 per occurrence or claim, an annual aggregate liability of \$3,000,000, with defense costs not included in the limits, and terms and conditions acceptable to Brookfield and the Developer in their reasonable discretion. The District shall maintain an additional \$2,000,000 of excess insurance above such primary underlying limits. The deductible associated with the insurance obtained for the District and the members of the board of directors shall not be more than \$10,000 per occurrence or claim. The insurances required by this Section 8.3 shall be primary to, and will not seek contribution from, any insurance available to the District as an additional insured pursuant to Section 8.4 below. Any insurance for the benefit of the District as an additional insured pursuant to Section 8.4 below shall be excess of any insurance required by this Section 8.3. If the Municipality qualifies as an insured under the insurances required by this Section 8.3, then the insurances described in ^{Unofficial Document} Section 8.3 shall be primary to, and will not seek contribution from, any insurance that is available to the Municipality as an additional insured pursuant to Section 8.4 below, and any insurance for the benefit of the Municipality as an additional insured pursuant to Section 8.4 below shall be excess of any insurance required by this Section 8.3. The District shall obtain all endorsements to its policies of insurance that are needed to cause its policies to comply with this requirement.

Section 8.4. Brookfield and the Developer, in connection with their development activities and operations for development of the Property pursuant to the PAD, the Land Development Agreement and this Agreement, and at their own expense, shall maintain "occurrence" form commercial general liability insurance which names the District and the Municipality as additional insureds with limits of not less than \$1,000,000 for each occurrence, \$2,000,000 products and completed operations aggregate, and \$2,000,000 general aggregate. Proof of such insurance shall be provided to the District Manager annually by July 1 of each year as long as development activities and operations for development of the Property pursuant to the PAD, the Land Development Agreement and this Agreement are, from time to time, occurring. In no event shall Brookfield or the Developer be required to maintain the insurance specified in this Section 8.4 after the District has acquired from the Developer public infrastructure from proceeds of sale of the General Obligation Bonds in the amount of \$50,000,000.

ARTICLE IX PAYMENT OF CERTAIN EXPENSES AND COSTS

Section 9.1. (a) To provide for expenses and costs for agents or third parties required to administer the General Obligation Bonds and the levy and collect *ad valorem* taxes for payment of the General Obligation Bonds and any purposes otherwise related to such

activities of the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and shall be paid from amounts available from the tax levy described in Section 6.2(b)(2).

(b) To provide for the payment of expenses and costs for agents or third parties required to administer the Assessment Bonds and the levy and collection of the Assessments and any purposes otherwise related to such activities of the District, amounts shall be budgeted by the District Board each Fiscal Year in the District Budget for such purposes and shall be paid from amounts collected for such purposes as a portion of the interest portion of the installments due with respect to the applicable Assessments.

Section 9.2. To provide for the payment of the District Expenses and the O/M Expenses, the District Board shall levy all or a portion of the O/M Tax and shall apply the collections of the O/M Tax *first* to pay the District Expenses and *second* to pay the O/M Expenses. If the District levies the maximum O/M Tax and to the extent the collections of the O/M Tax are not sufficient to pay the District Expenses, the Developer shall, to the extent of reasonable amounts necessary therefor, be liable and obligated to pay or, on a reasonable basis acceptable to the District Manager in his sole discretion, obligate a homeowner's or similar association to pay, to the District on July 1 of each fiscal year of the District the amount of any shortfall indicated in the District Budget with respect to the District Expenses, including any amount required because of any shortfall in the prior Fiscal Year as provided in such District Budget and no matter how such shortfall was otherwise funded. The obligation of the Developer or homeowner's or similar association to pay any shortfall pursuant to this Section shall terminate at such time as fifteen percent (15%) of the total acreage of the Property remains undeveloped pursuant to the PAD. The District shall only levy the O/M Tax in an amount necessary for the District Expenses and the O/M Expenses reflected in the District Budget for the Fiscal Year of the District and only in reasonable amounts therefor.

Section 9.3. The Developer shall deposit \$50,000 as a deposit on account to be applied by the Municipality in its sole and absolute discretion to pay Initial Expenses upon written demand by the District Manager. When \$45,000 of the \$50,000 deposit is expended, an accounting will be made to the Developer of all amounts incurred by the Municipality for the Initial Expenses to date, and the Developer shall be liable and obligated to provide additional funds as necessary for the Initial Expenses in an amount requested by the Municipality which must be paid forthwith and which shall thereafter be the subject of a similar accounting. Amounts paid pursuant to this Section by the Developer which may be reimbursed under applicable law from the proceeds of the sale of the General Obligation Bonds shall, at the request of the Developer and to the extent of available amounts therefor, be included as part of the purpose of the General Obligation Bonds. The obligations of the Developer pursuant to this Section shall only be effective until the first full Fiscal Year after the first Fiscal Year in which the O/M Tax is levied.

ARTICLE X MISCELLANEOUS

Section 10.1. None of the Municipality, the District, Brookfield or the Developer shall knowingly take, or cause to be taken, any action which would cause interest on any Bond to be includable in gross income for federal income tax purposes pursuant to Section 61 of the Internal Revenue Code of 1986, as amended.

Section 10.2. (a) To provide evidence satisfactory to the District Manager that any prospective purchaser of land within the boundaries of the District has been notified that

such land is within the boundaries of the District and that the Bonds may be then or in the future be outstanding, the Disclosure Statement shall be produced by the Developer; provided, however, that the Disclosure Statement may be modified as necessary in the future to adequately describe the District and the Bonds and source of payment for debt service therefor as agreed by the District Manager and the Developer.

(b) The Developer shall or shall require that the Developer or each homebuilder to whom the Developer has sold land:

(1) cause any purchaser of land to sign the Disclosure Statement upon entering into a contract for purchasing such land;

(2) provide a copy of each fully executed Disclosure Statement to be filed with the District Manager and

(3) provide such information and documents, including audited financial statements to any necessary repository or depository, but only to the extent necessary for the underwriters of the Bonds to comply with Rule 15c2-12 of the Securities Exchange Act of 1934.

(c) Any seller of a property in the District who is otherwise required to obtain a subdivision public report as prescribed by Section 32-2183, Arizona Revised Statutes, shall disclose to a prospective purchaser the existence of the District, the purpose for which the District was formed as set forth in the resolution forming the District, the estimated tax rate and the estimated annual tax amount that is based on applying that tax rate to a hypothetical residential property value.

Unofficial Document

Section 10.3. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns and the rights and obligations under this Agreement are attached to and run with the Property; provided, however, that none of the parties hereto shall be entitled to assign its rights and obligations hereunder or under any document contemplated hereby without the prior written consent of the other parties to this Agreement, which consent shall not be unreasonably withheld. This Agreement shall not create conditions or exceptions to title to or, except with regard to waivers, consents and other matters relating to the Assessments, covenants running with any individual lots into which the Property is subdivided. Any title insurer can rely on this section when issuing any commitment to insure title to any individual lot or when issuing a title insurance policy for any individual lot. For this section, "lot" shall be any lot upon which a home or commercial building has been completely constructed and approved to be occupied that is contained in a recorded subdivision plat that has been approved by the Municipality.

Section 10.4. Each party hereto shall, promptly upon the request of any other, have acknowledged and delivered to the other any and all further instruments and assurances reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement.

Section 10.5. This Agreement sets forth the entire understanding of the parties as to the matters set forth herein as of the date this Agreement is executed and cannot be altered or otherwise amended except pursuant to an instrument in writing signed by each of the parties hereto; and provided further, however, that such an amendment shall be effective against Brookfield, the Developer and the District only if such amendment does not amend Section 7.1 or 9.3 and shall be effective against Brookfield, the Developer, the District and the Municipality, as applicable, only if such amendment only amends Section 7.1 or 9.3 as it relates to the Municipality.

pality. This Agreement is intended to reflect the mutual intent of the parties with respect to the subject matter hereof, and no rule of strict construction shall be applied against any party.

Section 10.6. This Agreement shall be governed by and interpreted in accordance with the laws of the State.

Section 10.7. The waiver by any party hereto of any right granted to it under this Agreement shall not be deemed to be a waiver of any other right granted in this Agreement nor shall the same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived under or by this Agreement.

Section 10.8. This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed to be an original, but all of which taken together shall constitute one of the same instrument.

Section 10.9. The Municipality and the District may, within three years after its execution, cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, is, at any time while this Agreement is in effect, an employee or agent of the Developer in any capacity or a consultant to any other party of this Agreement with respect to the subject matter of this Agreement and may recoup any fee or commission paid or due any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the Municipality or the District, respectively, from the Developer arising as the result of this Agreement. the Developer have not taken and shall not take any action which would cause any person described in the preceding sentence to be or become an employee or agent of the Developer in any capacity or a consultant to any party to this Agreement with respect to the subject matter of this Agreement.

Section 10.10. The term of this Agreement shall be as of the date of the execution and delivery hereof by each of the parties hereto and shall expire upon the earlier of the agreement of the District, the Municipality, the Developer to the termination hereof, November 1, 2065, and the date on which all of the Bonds are paid in full or defeased to the fullest extent possible pursuant to the Act.

Section 10.11. All notices, certificates or other communications hereunder (including in the Exhibits hereto) shall be sufficiently given and shall be deemed to have been received 48 hours after deposit in the United States mail in registered or certified form with postage fully prepaid addressed as follows:

If to the Municipality:

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

With copy to: GUST ROSENFELD, P.L.C.

One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire P.O. Box 2670

If to the District:

11465 West Civic Center Drive
Avondale, Arizona 85323
Attention: District Manager

If to the Developer or Brookfield:

14646 N. Kierland Blvd., Suite 165
Scottsdale, Arizona 85254
Attention: John Bradley

Any of the foregoing, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

Section 10.12. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

Section 10.13. The headings or titles of the several Articles and Sections hereof and in the Exhibits hereto, and any table of contents appended to copies hereof and thereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of this Agreement.

Section 10.14. This Agreement does not relieve any party hereto of any obligation or responsibility imposed upon it by law; provided, however, that if the provisions of this Agreement conflict in any particular with those of the Land Development Agreement relating to the District, the provisions of this Agreement shall supersede and control those of the Land Development Agreement, as amended, in all respects.

Section 10.15. No later than ten (10) days after this Agreement is executed and delivered by each of the parties hereto, the Municipality shall record a copy of this Agreement with the County Recorder of Maricopa County, Arizona.

Section 10.16. Unless otherwise expressly provided, the representations, covenants, indemnities and other agreements contained herein shall be deemed to be material and continuing, shall not be merged and shall survive any conveyance or transfer provided herein.

Section 10.17. If any party hereto shall be unable to observe or perform any covenant or condition herein by reason of *Force Majeure*, then the failure to observe or perform such covenant or condition shall not constitute a default hereunder so long as such party shall use its best efforts to remedy with all reasonable dispatch the event or condition causing such inability and such event or condition can be cured within a reasonable amount of time.

Section 10.18. Whenever the consent or approval of any party hereto, or of any agency therefor, shall be required under the provisions hereof, such consent or approval shall not

be unreasonably withheld, conditioned or delayed unless specifically otherwise limited as provided herein.

Section 10.19. Notwithstanding any other provision of this Agreement to the contrary, the provisions of Sections 7.1, 8.1, 8.2, 9.3, 10.1, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, 10.11, 10.12, 10.13, 10.14, 10.16, 10.17, 10.18, 10.19 and 10.20 are the only provisions that are effective against the Municipality for purposes of the Intergovernmental Agreement Act and as the Intergovernmental Agreement Act is intended to be applied for purposes of this Agreement.

Section 10.20. (a) Notwithstanding any provision of this Agreement to the contrary, no act, requirement, payment, or other agreed upon action to be done or performed by the Municipality or the District which would, under any federal, state, or City constitution, statute, charter provision, ordinance or regulation, require formal action, approval or concurrence by the City Council or the District Board, respectively, shall be required to be done or performed by the Municipality or the District, respectively, unless and until said formal action of the City Council or the District Board, respectively, has been taken and completed. This Agreement in no way acquiesces to or obligates the Municipality or the District to perform a legislative act.

(b) Failure or unreasonable delay by any party to perform or otherwise act in accordance with any term or provision of this Agreement for a period of thirty (30) days (hereinafter referred to as the "Cure Period") after written notice thereof from any other party, shall constitute a default under this Agreement; provided, however, that if the failure or delay is such that more than thirty (30) days would reasonably be required to perform such action or comply with any term or provision hereof, then such party shall have such additional time as may be necessary to perform or comply so long as such party commences performance or compliance within said thirty (30) day ^{Unofficial Document} period and diligently proceeds to complete such performance or fulfill such obligation. Said notice shall specify the nature of the alleged default and the manner in which said default may be satisfactorily cured, if possible. In the event such default is not cured within the Cure Period, any non-defaulting party shall have all rights and remedies that are set forth in the next subsection.

(c) Except as provided in subsection (b), the parties shall be limited to the remedies and the dispute resolution procedure set forth in this subsection and subsection (d). Any decision rendered by the Panel (as hereinafter defined) pursuant to the provisions of subsection (d) shall be binding on the parties unless and until a court of competent jurisdiction renders its final decision on the disputed issue, and if any party does not abide by the decision rendered by the Panel during the pendency of an action before the court of competent jurisdiction or otherwise (if no court action), any other party may institute an action for money damages on the issues that were the subject of the Panel's decision and/or any other relief as may be permitted by law.

(d) (1) If an event of default is not cured within the Cure Period, any non-defaulting party may institute the dispute resolution process set forth in this subsection (hereinafter referred to as the "Process") by providing written notice initiating the Process (hereinafter referred to as the "Initiation Notice") to the defaulting party.

(2) Within fifteen (15) days after delivery of the Initiation Notice, each involved party shall appoint one person to serve on an arbitration panel (herein referred to as the "Panel"). Within twenty-five (25) days after delivery of the Initiation Notice, the persons appointed to serve on the Panel shall themselves appoint one person to serve as a member of the Panel. Such person shall function as the chairman of the Panel.

(3) The remedies available for award by the Panel shall be limited to specific performance, declaratory relief and injunctive relief.

(4) Any party can petition the Panel for an expedited hearing if circumstances justify it. Such circumstances shall be similar to what a court would view as appropriate for injunctive relief or temporary restraining orders. In any event, the hearing of any dispute not expedited shall commence as soon as practicable, but in no event later than forty-five (45) days after selection of the chairman of the Panel. This deadline can be extended only with the consent of all parties to the dispute or by decision of the Panel upon a showing of emergency circumstances.

(5) The chairman of the Panel shall conduct the hearing pursuant to the Center For Public Resources' Rules for Non-Administered Arbitration of Business Disputes then in effect. The chairman of the Panel shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence, consistent with the deadlines provided herein, and the parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of privileged materials or information. The chairman of the Panel upon proper application shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary or sensitive materials or information from public disclosure or other misuse. Any party may make application to the Court to have a protective order entered as may be appropriate to confirm such orders of the chairman of the Panel.

(6) The hearing, once commenced, shall proceed from business day to business day until concluded, absent a showing of emergency circumstances. Except as otherwise provided herein, the Process shall be governed by the Uniform Arbitration Act as enacted in the State.

Unofficial Document

(7) The Panel shall, within fifteen (15) days from the conclusion of any hearing, issue its decision. The decision shall be rendered in accordance with this Agreement and the laws of the State.

(8) Any involved party may appeal the decision of the Panel to the Court for a *de novo* review of the issues decided by the Panel, if such appeal is made within thirty (30) days after the Panel issues its decision. The remedies available for award by the Court shall be limited to specific performance, declaratory relief and injunctive relief. The decision of the Panel shall be binding on both parties until the Court renders a binding decision. If a non-prevailing party in the Process fails to appeal to the Court within the time frame set forth herein, the decision of the Panel shall be final and binding. If one party does not comply with the decision of the Panel during the pendency of the action before the Court or otherwise, then another party shall be entitled to exercise all rights and remedies that may be available under law or equity, including without limitation the right to institute an action for money damages related to the default that was the subject of the Panel's decision and the provisions of this subsection shall not apply to such an exercise of rights and remedies.

(9) All fees and costs associated with the Process before the Panel, including without limitation the fees of the Panel, other fees, and the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-prevailing party or parties. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Panel. Similarly, all fees and costs associated with an appeal to the Court or any appellate court thereafter, including without limitation, the prevailing party's attorneys' fees, expert witness fees and costs, shall be paid by the non-

prevailing party. The determination of prevailing and non-prevailing parties, and the appropriate allocation of fees and costs, shall be included in the decision by the Court.

Section 10.21 To ensure that the Developer and its subcontractors are complying with the warranty under subsection 10.22 below, the Developer's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of the Developer and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the District, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on the Developer's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Developer's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 10.22 below. To the extent necessary for the District to audit Records as set forth in this subsection, the Developer and its subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, the District shall have access to said Records, even if located at its subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by the District to the Developer pursuant to this Agreement. The Developer and its subcontractors shall provide the District with adequate and appropriate workspace so that the District can conduct audits in compliance with the provisions of this subsection. The District shall give the Developer or its subcontractors reasonable advance notice of intended audits. The Developer shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

Unofficial Document

Section 10.22 To the extent applicable under § 41-4401, Arizona Revised Statutes, the Developer and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under § 23-214(A), Arizona Revised Statutes. The Developer's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the District.

Section 10.23 The Developer 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 § 35-393, Arizona Revised Statutes, of Israel.

* * *

IN WITNESS WHEREOF, the officers of the Municipality and of the District have duly affixed their signatures and attestations, and the officers of the Developer their signatures, all as of the day and year first written above.

"Municipality"

CITY OF AVONDALE,
an Arizona municipal corporation

By: _____
Mayor

ATTEST:

City Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the Municipality who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the Municipality.

Unofficial Document

City Attorney

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 20__, before me personally appeared _____, as Mayor of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"District"

LAKIN COMMUNITY FACILITIES
DISTRICT, an Arizona community
facilities district

By: _____
Chairman, District Board

ATTEST:

District Clerk

Pursuant to A.R.S. Section 11-952(D), this Agreement has been reviewed by the undersigned attorney for the District, who has determined that this Agreement is in proper form and is within the powers and authority granted pursuant to the laws of this State to the District.

District Counsel Unofficial Document

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 20__, before me personally appeared _____, as Chairman of the District Board of Lakin Community Facilities District, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the District.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

"Brookfield"

BROOKFIELD RESIDENTIAL (ARIZONA) LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: Brad Chelton
Title: Sr. Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared John L. Bradley, as an officer of Brookfield Residential (Arizona) LLC a Delaware limited liability company, as President, whose identity was proven to me Unofficial Document on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

On _____, 2018, before me personally appeared Brad Chelton, as an officer of Brookfield Residential (Arizona) LLC a Delaware limited liability company, as Sr. Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: Brad Chelton
Title: Sr. Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)

) ss.

COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared John L. Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

On _____, 2018, before me personally appeared Brad Chelton, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Sr. Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

LAKIN CATTLE COMPANY,
an Arizona corporation

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared _____, as a member of _____ a _____, as _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.

Unofficial Document

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

CASHION FARM LIMITED PARTNERSHIP,
an Arizona limited partnership

By: Lakin Realty Development, Inc.,
an Arizona corporation, its General Partner

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared _____, as a member of _____ a _____, as _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the _____.

Unofficial Document

Notary Public

(Affix notary seal here)

CONSENTED TO BY TRUSTEE:

_____, an Arizona corporation,
as Trustee under Trust Number _____ and not in its
corporate capacity

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2018, before me personally appeared
_____, as _____ of _____ a _____, as
_____, whose identity was proven to me on the basis of satisfactory
evidence to be the person who he claims to be, and acknowledged that he signed the above
document, on behalf of the _____.

Unofficial Document

Notary Public

(Affix notary seal here)

ATTACHMENTS:

EXHIBIT A	--	Legal Description Of The Property
EXHIBIT B	--	Description Of The Infrastructure
EXHIBIT C	--	Form Of Certificate Of Engineers For Conveyance Of Segment Of Project
EXHIBIT D	--	Form Of Conveyance Of Segment Of Project
EXHIBIT E	--	Form Of Disclosure Statement

EXHIBIT A

**LEGAL DESCRIPTION OF PROPERTY
TO BE INCLUDED IN THE DISTRICT**

Unofficial Document

Wood, Patel & Associates, Inc.
 (602) 335-8500
 www.woodpatel.com

February 13, 2018

WP# 174612

Page 1 of 6

See attached CFD Formation Limits Map

PARCEL DESCRIPTION

Lakin Property CFD Formation Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a Unofficial Document 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet, to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to the east line of said southeast quarter of the northwest quarter of the southeast quarter

Parcel Description
Lakin Property
CFD Formation Limits

February 13, 2018

WP# 174612

Page 2 of 6

See attached CFD Formation Limits Map

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

Unofficial Document

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

Parcel Description
Lakin Property
CFD Formation Limits

February 13, 2018

WP# 174612

Page 3 of 6

See attached CFD Formation Limits Map

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

Parcel Description
Lakin Property
CFD Formation Limits

February 13, 2018

WP# 174612

Page 4 of 6

See attached CFD Formation Limits Map

AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:

The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

AND EXCEPT a parcel of land lying within the northwest quarter of Section 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly as follows:

COMMENCING at the west quarter corner Unofficial Document Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole stamped T1N R1W 1/4 S27 S26 2004 37174, from which the northwest corner of said section, a 3-inch Maricopa County Department of Transportation brass cap flush stamped T1N R1W S22 23 27 26 RLS 26411, bears North 00°06'28" East (basis of bearing), a distance of 2594.90 feet;

THENCE along the east-west mid-section line of said section, South 89°57'56" East, a distance of 50.00 feet, to the east line of the west 50 feet of said section and the **POINT OF BEGINNING**;

THENCE leaving said east-west mid-section line, along said east line, North 00°06'28" East, a distance of 1286.63 feet, to the westerly prolongation of the south line of that certain parcel of land described in Document No. 2007-0853115, Maricopa County Records (M.C.R.);

THENCE leaving said east line, along said prolongation and said south line, South 89°19'32" East, a distance of 940.05 feet;

THENCE leaving said south line, along a line that is parallel with the west line of said section, South 00°06'28" West, a distance of 1276.13 feet, to said east-west mid-section line;

THENCE leaving said parallel line, along said east-west mid-section line, North 89°57'56" West, a distance of 940.00 feet, to the **POINT OF BEGINNING**.

AND EXCEPT a parcel of land lying within the southeast quarter of Section 24, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly as follows:

COMMENCING at the southeast corner of said Section 24, a handhole with broken lid (monument not accessible – location based on lid and straddlers), from which the south quarter corner of said section, a 2-inch iron pipe with no identification, bears North 89°37'29" West (basis of bearing), a distance of 2611.69 feet;

THENCE along the south line of said section, North 89°37'29" West, a distance of 82.37 feet;

Parcel Description
Lakin Property
CFD Formation Limits

February 13, 2018

WP# 174612

Page 5 of 6

See attached CFD Formation Limits Map

THENCE leaving said south line, North 00°22'31" East, a distance of 35.00 feet, to the north line of the south 35 feet of said section and the **POINT OF BEGINNING**;

THENCE along said north line, North 89°37'29" West, a distance of 643.02 feet;

THENCE leaving said north line, along a line parallel with the east line of said section, North 00°13'52" West, a distance of 1033.66 feet;

THENCE leaving said parallel line, South 89°47'04" East, a distance of 675.00 feet, to the west line of the east 50 feet of said section;

THENCE along said west line, South 00°13'52" East, a distance of 660.23 feet;

THENCE leaving said west line, South 04°06'44" West, a distance of 158.46 feet, to the west line of the east 62 feet of said section;

THENCE along said west line, South 00°13'52" East, a distance of 197.18 feet;

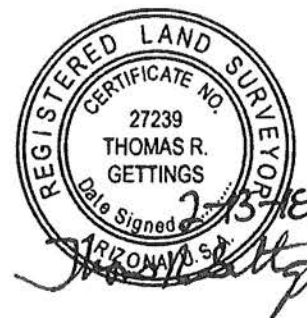
THENCE leaving said west line, South 45°04'19" West, a distance of 280.13 feet, to the **POINT OF BEGINNING**.

Containing 45,431,310 square feet or 1,042.9594 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property CFD Formation Limits L06 02-13-18.docx



EXPIRES 06-30-20

EXHIBIT B**DESCRIPTION OF THE INFRASTRUCTURE**

All that “public infrastructure” (as such term is defined in Section 48-701, Arizona Revised Statutes) as follows:

- (a) Sanitary sewage systems, including collection, transport, storage, treatment, dispersal, effluent use and discharge.
- (b) Drainage and flow control systems, including collection, transport, diversion, storage, detention, retention, dispersal, use and discharge.
- (c) Water systems for domestic, industrial, irrigation, municipal or fire protection purposes including production, collection, storage, treatment, transport, delivery, connection and dispersal, but not including facilities for agricultural irrigation purposes unless for the repair or replacement of existing facilities when required by other improvements permitted by this article.
- (d) Highways, streets, roadways and parking facilities including all areas for vehicular use for travel, ingress, egress and parking.
- (e) Areas for pedestrian, equestrian, bicycle or other non-motor vehicle use for travel, ingress, egress and parking.
- (f) Pedestrian malls, parks, ^{Unofficial Document} facilities other than stadiums, and open space areas for the use of members of the public for entertainment, assembly and recreation.
- (g) Landscaping including earthworks, structures, lakes and other water features, plants, trees and related water delivery systems.
- (h) Public buildings, public safety facilities and fire protection facilities.
- (i) Lighting systems.
- (j) Traffic control systems and devices including signals, controls, markings and signage.
- (k) Equipment, vehicles, furnishings and other personality related to the items listed hereinabove

[P.E. SEAL]

By.....
District Engineer

[P.E. SEAL]

By.....
Engineer for the Developer

[Confirmed for purposes of Section
3.5 of the Development Agreement by

.....
Manager for Lakin Community
Facilities District*]

***[THIS WILL BE REQUIRED
FOR EVERY Unofficial Document SEGMENT ACQUIRED
WITH PROCEEDS OF THE
SALE OF THE BONDS!!!]***

* To be inserted if the provisions of Section 3.5 hereof are applicable to the respective
Segment of the Project

EXHIBIT D**FORM OF CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT****CONVEYANCE OF SEGMENT OF ACQUISITION PROJECT**

(Insert description of Acquisition Project/Segment)

STATE OF ARIZONA)
COUNTY OF MARICOPA)
CITY OF AVONDALE) ss.
LAKIN COMMUNITY)
FACILITIES DISTRICT)

KNOW ALL MEN BY THESE PRESENTS THAT:

Brookfield Lakin LLC ("the Developer"), for good and valuable consideration received by the Developer from Lakin Community Facilities District, a community facilities district formed by the City of Avondale, Arizona (the "Municipality"), and duly organized and validly existing pursuant to the laws of the State of Arizona (the "District"), receipt of which is hereby acknowledged [, and the promise of ^{Unofficial Document}the District to hereafter pay the amounts described in the hereinafter described Development Agreement]*, does by these presents grant, bargain, sell and convey to the District, its successors and assigns, all right, title and interest in and to the following described property, being the subject of a District Development, Financing Participation and Intergovernmental Agreement (Lakin Community Facilities District), dated as of _____, by and among the Developer, Brookfield, the Municipality and the District and more completely described in such Development Agreement:

[Insert description of Acquisition Project/Segment]

together with any and all benefits, including warranties and performance and payment bonds, under the Acquisition Project Construction Contract (as such term is defined in such Development Agreement) or relating thereto, all of which are or shall be located within utility or other public easements dedicated or to be dedicated by plat or otherwise free and clear of any and all liens, easements, restrictions, conditions, or encumbrances affecting the same [, such subsequent dedications not affecting the promise of the District to hereafter pay the amounts described in such Development Agreement]*, but subject to all taxes and other assessments, reservations in patents, and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations, leases, and liabilities or other matters as set forth on Exhibit I hereto.

*Insert with respect to any acquisition financed pursuant to Section 5.2(a) hereof.

*Insert with respect to any acquisition financed pursuant to Section 5.2(a) hereof.

TO HAVE AND TO HOLD the above-described property, together with all and singular the rights and appurtenances thereunto in anywise belonging, including all necessary rights of ingress, egress, and regress, subject, however, to the above-described exception(s) and reservation(s), unto the District, its successors and assigns, forever; and the Developer does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, the above-described property, subject to such exception(s) and reservation(s), unto the District, its successors and assigns, against the acts of the Developer and no other.

The Developer binds and obligates itself, its successors and assigns, to execute and deliver at the request of the District any other or additional instruments of transfer, bills of sale, conveyances, or other instruments or documents which may be necessary or desirable to evidence more completely or to perfect the transfer to the District of the above-described property, subject to the exception(s) and reservation(s) hereinabove provided.

This conveyance is made pursuant to such Development Agreement, and the Developer hereby agrees that the amounts specified above and paid [or promised to be paid*] to the Developer hereunder satisfy in full the obligations of the District under such Development Agreement and hereby releases the District from any further responsibility to make payment to the Developer under such Development Agreement except as above provided.

The Developer, in addition to the other representations and warranties herein, specifically makes the following representations and warranties:

1. The Developer has the full legal right and authority to make the sale, transfer, and assignment herein provided.
2. The Developer is not a party to any written or oral contract which adversely affects this Conveyance.
3. The Developer is not subject to any bylaw, agreement, mortgage, lien, lease, instrument, order, judgment, decree, or other restriction of any kind or character which would prevent the execution of this Conveyance.
4. The Developer is not engaged in or threatened with any legal action or proceeding, nor is it under any investigation, which prevents the execution of this Conveyance.
5. The person executing this Conveyance on behalf of the Developer has full authority to do so, and no further official action need be taken by the Developer to validate this Conveyance.
6. The facilities conveyed hereunder are all located within property owned by the Developer or utility or other public easements dedicated or to be dedicated by plat or otherwise.

IN WITNESS WHEREOF, the Developer has caused this Conveyance to be executed and delivered this day of, 200..

.....

By.....

By.....

Title:.....

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on, 200.. by, of, a, on behalf of said corporation.

Unofficial Document

.....
Notary Public

.....
Typed/Printed Name of Notary

My Commission Expires:.....

[NOTARY SEAL]

EXHIBIT I
TO
CONVEYANCE OF SEGMENT OF PROJECT

(Insert description of Project/Segment)

Unofficial Document

EXHIBIT E

FORM OF DISCLOSURE STATEMENT

**LAKIN COMMUNITY FACILITIES DISTRICT
DISCLOSURE STATEMENT**

Unofficial Document

FORM OF DISCLOSURE

GENERAL OBLIGATION BONDS

Lakin Community Facilities District (Avondale, Arizona)

BACKGROUND

In September 1988, the Arizona Legislature passed the Community Facilities District Act. The act was created to allow Arizona municipalities to form community facilities districts ("CFD") for the purpose of, among others, the financing of and operation and/or maintenance related to public infrastructure within a CFD.

HOW THE CFD WORKS

On _____, the Avondale City Council formed Lakin Community Facilities District No. 1. An election was held on _____, at which the owners of the property within Lakin Community CFD No. 1 voted to authorize _____, of ad valorem tax bonds to be issued over time by Lakin CFD No. 1 to finance the acquisition of public infrastructure including, but not limited to, roadways, water, parks, sewer, and public facilities. The public infrastructure will be dedicated to the City after acquisition of such public infrastructure by the Lakin CFD No. 1 for perpetual operation and maintenance.

WHAT WILL BE FINANCED?

Lakin CFD No. 1 has been established to finance approximately \$_____, in public infrastructure within the Lakin CFD No. 1 plus costs related to the financing.

Unofficial Document

BENEFITS TO RESIDENTS

Lakin CFD No. 1 benefits all residents within the District by providing for a majority of the major public improvements. These benefits were taken into account by the developer of the Lakin Property when establishing the price of the lots on which your home was built. Each landowner within the CFD will participate in the repayment of the bonds in the form of an addition to his or her annual property tax bill. This added tax is currently deductible for purpose of calculating federal and state income taxes.

PROPERTY OWNERS' TAX LIABILITY

The obligation to retire the bonds will become the responsibility of any property owner in Lakin CFD No. 1 through the payment of property taxes collected by the Maricopa County Treasurer in the same manner as all other property tax payments. Beginning as early as tax year_____, the District Board will levy a tax rate of \$____ per \$100 of secondary assessed valuation for the payment of debt service on the bonds of Lakin CFD No. 1. Based upon a residential market value of \$_____, this would result in an additional annual tax liability of approximately \$____ or \$____ per month.

The tax rate of Lakin CFD No. 1 is not expected to exceed \$____ per \$____ of secondary assessed valuation while the bonds and other indebtedness of the District are outstanding.

This property tax amount does not include the Lakin Homeowner's Association fee of _____ per month per unit.

Date _____

Homeowner

DISCLOSURE STATEMENT
LAKIN COMMUNITY FACILITIES DISTRICT NO. 1
(CITY OF AVONDALE, ARIZONA)
(Special Assessment District 1)

Brookfield Lakin LLC, a Delaware limited liability company ("**Brookfield**"), in conjunction with the City of Avondale, Arizona (the "**City**"), have established a community facilities district (the "**CFD**") within the planned community development known as Lakin Property. The CFD has financed and, in the future, will finance certain public infrastructure improvements, which will result in a property tax liability and a separate special assessment lien liability for each residential property owner in Lakin Property.

HOW THE CFD WORKS

On xxx, the Mayor and Council of the City formed the CFD consisting of approximately xxx acres of land in the Lakin Property. An election was held on May xxx, at which time the owners of the property within the CFD voted to authorize up to \$_____ of *ad valorem* tax bonds to be issued over time by the CFD to finance the acquisition or construction of public infrastructure improvements benefitting principally land within the CFD. The proceeds of separate special assessment lien bonds will be used to finance acquisition or construction of public infrastructure improvements benefitting principally designated areas within the CFD. Such improvements have been or will be dedicated to the City upon acquisition or construction of such public infrastructure by the CFD. The City will operate and maintain such improvements.

WHAT WILL BE FINANCED?

The CFD has been established to finance, at the request of Brookfield, not more than \$xxx in public infrastructure improvements within the CFD, including financing costs related to such improvements, through *ad valorem* tax bonds to be issued over the next twenty-five (25) years to finance the acquisition and construction of public infrastructure benefitting principally land within the CFD. The CFD issued \$_____ of its General Obligation Bond Series _____ on _____.

In addition, a special assessment bond has been issued in the amount of \$_____ to finance the acquisition of completed public infrastructure, consisting of roadway, sewer, water, storm drain, signage, street light, landscape and related improvements benefitting principally the land area depicted on Attachment 1 hereto ("**Assessment Area 1**"). The lot and residence for which this Disclosure Statement is provided is located in Assessment Area 1.

Brookfield may be reimbursed from CFD bond proceeds for eligible public infrastructure improvements for up to ten (10) years after the date of acceptance of such infrastructure by the City.

PROPERTY OWNERS' TAX AND ASSESSMENT LIABILITY

The obligation to retire the *ad valorem* tax bonds will become the responsibility of all property owners in the CFD through the payment of *ad valorem* property taxes collected by the Maricopa

County Treasurer in addition to all other property tax payments. The CFD has levied a \$____ per \$100.00 of net assessed limited property value tax rate for the District's current fiscal year ____ to provide for repayment of the *ad valorem* tax bonds. The CFD has also levied a \$____ per \$100.00 of net assessed limited property value tax rate to provide for the payment of certain administrative expenses and operation and maintenance of the public infrastructure improvements financed by the CFD ("**O/M Tax**").

Although the *ad valorem* tax rate levied by the CFD to retire the *ad valorem* tax bonds is not limited by law, beginning this fiscal year, the rate of the *ad valorem* tax is not expected to exceed a rate of \$____ per \$100.00 of net assessed limited property value for as long as any *ad valorem* tax bonds are outstanding. However, in the event of declining assessed values or significant delinquencies in the collection of *ad valorem* taxes, the *ad valorem* tax rate could increase above the rate that would generate the same levy as would have been generated under a rate of \$____ per \$100.00 of net assessed limited property value. **Accordingly, there can be no guarantee *ad valorem* tax rates will not be increased to provide for repayment of such *ad valorem* tax bonds in the future.**

The obligation to retire the special assessment bonds issued to finance the acquisition of the completed public infrastructure benefitting principally Assessment Area 1 will be the responsibility of all property owners in Assessment Area 1 through the collection of installments of assessment liens of \$____ per lot levied by the CFD. It is anticipated that such assessment lien will be collected by the Maricopa County Treasurer through its standard *ad valorem* property tax collection process.

Unofficial Document

IMPACT OF ADDITIONAL CFD PROPERTY TAX AND ASSESSMENTS

The following illustrates the estimated additional annual *ad valorem* tax liability imposed by the CFD, based on a range of residential values within Lakin Property and a combined \$____ tax rate for the current fiscal year ____ (the \$____ tax rate to retire the *ad valorem* tax bonds plus the \$____ O/M Tax rate):

Assumed Value of Residence	Estimated Annual Additional CFD Tax Liability*
\$150,000	\$xxx
\$200,000	\$xxx
\$250,000	\$xxx
\$300,000	\$xxx
\$350,000	\$xxx
\$400,000	\$xxx
\$450,000	\$xxx
\$500,000	\$xxx
\$550,000	\$xxx
\$600,000	\$xxx

**Assumptions:*

1. *Improved residential property assessment ratio will remain at ____%*
2. *The estimated total ad valorem tax amount is computed by multiplying the \$ ____ per \$100 of assessed limited property value times the estimated limited tax rate of property value times the improved residential property assessment ratio. The actual limited property value is determined by the Maricopa County Assessor.*

The estimated annual assessment lien liability imposed by the CFD in the Assessment Area, in addition to the *ad valorem* tax liability described above, is \$ ____

Additional information regarding the description of public infrastructure improvements to be financed by the CFD, bond issue public disclosure documents and other documents and agreements (including a copy of this Disclosure Statement) are available for review in the City of Avondale City Clerk's office.

Your signature below acknowledges that you have read this Disclosure Statement at the time you made your decision to purchase property at Lakin Property and signed your purchase contract and that you understand the property you are purchasing will be taxed and separately assessed to pay the CFD bonds described above and issued in the future and taxed to pay the CFD operation, administration and maintenance expenses.

Home Buyer Signature/Date

Home Buyer Printed Name

Unofficial Document

IF PURCHASING JOINTLY OR OTHERWISE WITH ANOTHER PARTY:

Home Buyer Signature/Date

Home Buyer Printed Name

Builder Name: _____

Parcel No. _____

Lot No. _____

**UPON EXECUTION, MAIL DIRECTLY TO:
CFD DISTRICT CLERK, CITY OF AVONDALE
20 E. MAIN STREET
AVONDALE, AZ 85201**

Exhibit F

Proposed Second Amendment to Pre-Annexation Development Agreement

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is entered into _____, 2021, by and between the City of Avondale, an Arizona municipal corporation (the “**City**”) acting by and through the Mayor and City Council (the “**Council**”), and Brookfield Lakin LLC, a Delaware LLC (“**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

A. The Developer and the City are entering into this Second Amendment to Pre-Annexation Agreement pursuant to the provisions of A.R.S. § 9-500.05, which authorizes the City to enter into and amend a development agreement with a landowner or any other person having an interest in real property located in the City.

B. The Developer and the City are parties to the Pre-Annexation and Development Agreement dated May 21, 2018, as recorded in the Official Records of Maricopa County as Document No. 2018-0425102, as amended by the First Amendment to Pre-Annexation Agreement by and between the City and the Developer dated March 23, 2020, as recorded in the Official Records of Maricopa County as Document No. 2020-0256947 (collectively, the “**Agreement**”). The property that is the subject of the Agreement is attached to this Second Amendment as **Exhibit 1**.

C. The parties desire to amend Section 9.3 of the Agreement to provide a framework for managing the timing and location of funding responsibilities within the Community Park.

D. The Parties also desire to amend Exhibit E to the Agreement to update the legal description of the Public Safety Property.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Section 9. Community Park. Section 9 of the Agreement is hereby amended to read in its entirety as follows (additions to Section 9 shown by underscore; deletions shown by strikeout):

Community Park. The City and the Developer desire to work cooperatively to develop, in two phases, a community park within the Property (the “**Community Park**”). The Community Park will be located on the “Community Park Site,” which is a 40-acre site within the Property as generally depicted in the Lakin PAD. As provided herein, the City will contribute \$8,000,000 plus the cost of the WiFi Infrastructure as described below to improve the Community Park; the Developer will contribute the Community Park Site, the design of the Community Park, the adjacent Public Infrastructure necessary to serve the Community Park Site, and \$6,000,000 for development of the Community Park (plus a 15% construction contingency of up to \$900,000), for a total maximum contribution, including the value of the Community Park Site, of up to \$9,600,000.

9.1 Developer Responsibilities.

A. Community Park Design. The Developer and the City, at the Developer’s expense, will arrange regular meetings and collaborate to complete the design of improvements to the Community Park Site on or before December 31, 2019. The Parties agree the Community Park will be constructed in two phases as described below, and that the Community Park improvements shall be subject to final City approval. The Parties also will collaborate to demarcate the portion of the Community Park Site on which each of the City and the Developer will be responsible for funding improvements.

B. Community Park Site Dedication; Public Infrastructure. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, ~~2022~~2021, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will dedicate 36 acres of the Community Park Site to the City (subject to easements for private water lines to be located or existing on the Community Park Site), cause the provision for public use of an additional 3.9 acres of the Community Park Site by the easement attached hereto as **Exhibit 2**, and arrange for the completion of construction of the adjacent Public Infrastructure necessary to serve the Community Park Site.

C. Phase 1 Construction. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2021, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will arrange for the construction of the first phase of development of the Community Park in a manner that complies with the City’s procurement code.

D. Phase 2 Construction. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2022, and

provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will arrange for the construction of the second phase of development of the Community Park in a manner that complies with the City's procurement code.

E. No Development Fee Credits or Reimbursement. The Developer, Owner and their successors in interest in the Property will not receive reimbursement of or credits against Development Fees for the Developer's contributions made pursuant to this Section.

9.2 City Responsibilities.

A. Phase 1 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2021, the City will make available \$4,000,000 for the first phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

B. Phase 2 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2022, the City will make available \$4,000,000 for the second phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

C. Public Wireless Fidelity Network Infrastructure. In addition to the elements of the Community Park to be constructed by the Developer pursuant to the design for the Community Park, the City has requested and the Developer has agreed to construct underground conduit and four internet technology enclosure structures (the "WiFi Infrastructure"). The cost of the WiFi Infrastructure, which is estimated to be \$134,200, will be reimbursed to the Developer pursuant to Section 9.3.

9.3 Allocation of Costs/Reimbursement Procedure. The Developer will submit monthly invoices for construction costs incurred by it to develop the Community Park to the City, which will include proof of payment by the Developer of such invoice. Within 30 days after receipt of an invoice, the City shall reimburse the Developer ~~for 100% of the amount of such invoice until the City has paid total reimbursements in the amount of \$2,800,000 for construction costs incurred to develop the City's portion of the Community Park Site as determined in Section 9.1 plus the cost of the WiFi Infrastructure ; thereafter, the City will reimburse the Developer for 45% of the amount of such invoices, all such reimbursements to be from the funds the City has committed pursuant to this Section. In no event shall the total of all reimbursements by the City exceed the cost of the WiFi Infrastructure plus \$4,000,000 for each phase of development of the Community Park, for an aggregate total not to exceed \$8,000,000 plus the cost of the WiFi Infrastructure.~~

2. Exhibit E. **Exhibit E** to the Agreement is hereby replaced with the new **Exhibit E** attached to this ~~First~~Second Amendment as **Exhibit 3**.
3. Effect of Second Amendment. This Second Amendment shall be deemed to amend and supersede the Agreement with respect to all terms, provisions and changes set forth in this Second Amendment. To the extent of any conflict between the Agreement and this Second Amendment, including all Exhibits, the Second Amendment shall control. Except as amended by this Second Amendment, all terms, provisions and conditions of the Agreement shall remain in full force and effect. Any capitalized terms not defined in this Second Amendment shall have the meaning set forth in the Agreement. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Second Amendment are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date and year first set forth above.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared Charles Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Developer”

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: W. Dea McDonald
Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared John L Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared W. Dea McDonald, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

EMPIRE WEST TITLE COMPANY, L.L.C.
d/b/a THOMAS TITLE & ESCROW, an Arizona
limited liability company, acting not in its
corporate capacity but solely as "Trustee"
under its Trust No. 1305TRTAZ

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared
_____, as _____ of _____
a _____, as _____, whose identity was proven to
me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged
that he signed the above document, on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Property Legal Description]

See following pages.

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 1 of 5

PARCEL DESCRIPTION
Lakin Property
PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 2 of 5

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;
THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;
THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;
THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;
THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;
THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;
THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;
THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;
THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;
THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;
THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;
THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;
THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;
THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;
THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 3 of 5

THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;
THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;
THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;
THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;
THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;
THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;
THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;
THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING;
THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;
THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;
THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;
THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;
THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;
THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 4 of 5

AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:
The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

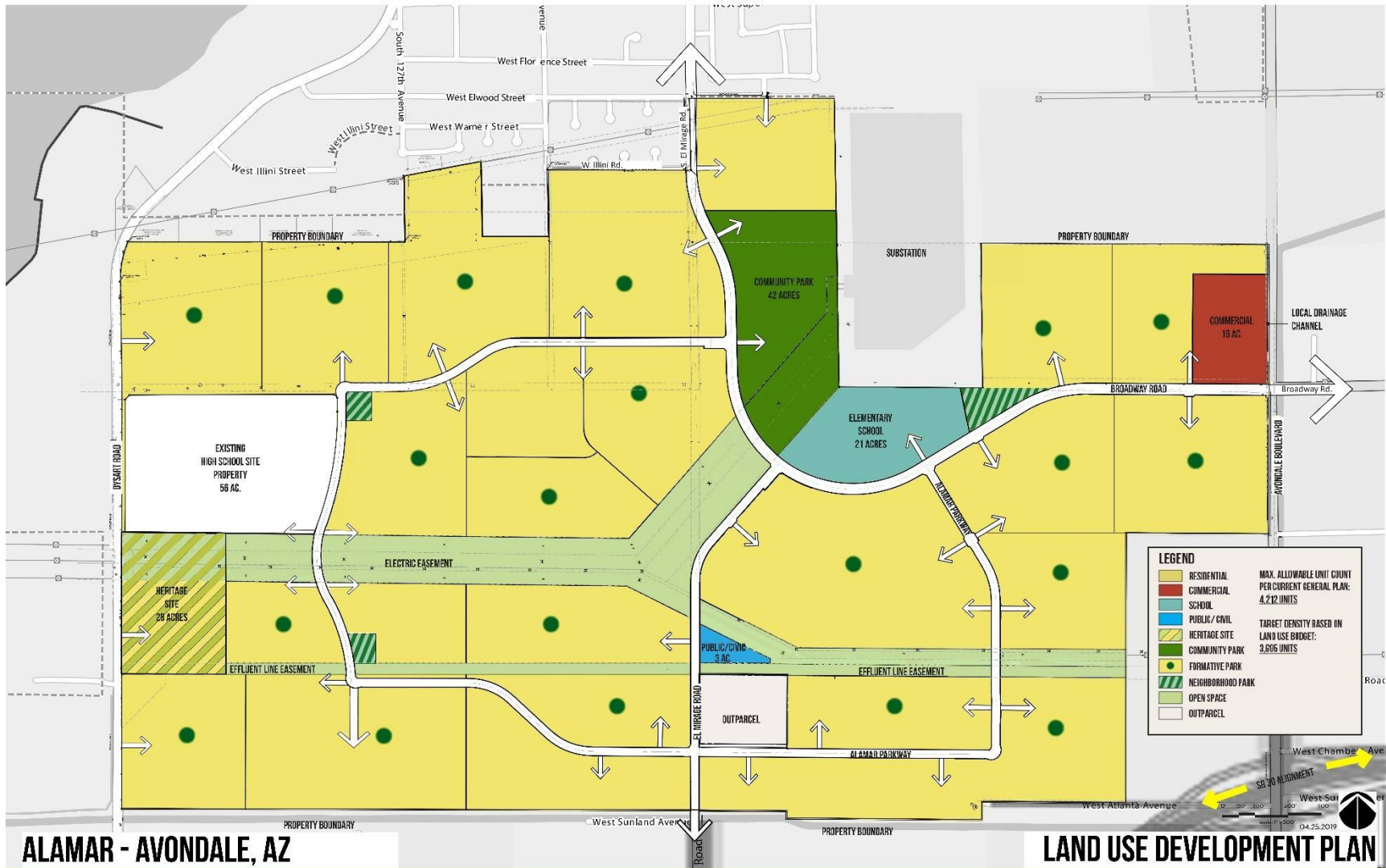
Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18.docx





Brookfield
Residential

SWABACK
Architects + Planners

|

EXHIBIT 2~~D~~

TO

SECOND AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT

BETWEEN

THE CITY OF AVONDALE

AND

BROOKFIELD LAKIN LLC

[Declaration of Public Access Easement]

See following pages.

EXHIBIT 3
TO
SECOND AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[New Exhibit E]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised August 28, 2019
August 27, 2019
WP#174612.05
Page 1 of 2
See Attached Map

EXHIBIT "E"
Depiction of Public Safety Property

A parcel of land lying within the northwest quarter of Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the northwest corner of said section, a 4-inch Maricopa County Department of Transportation brass cap in handhole, bears North 00°07'07" East (basis of bearing), a distance of 2615.86 feet;
THENCE along the west line of said northwest quarter, North 00°07'07" East, a distance of 100.00 feet, to the north line of the south 100 feet of said northwest quarter;
THENCE leaving said west line, along said north line, South 89°34'11" East, a distance of 40.00 feet, to the easterly right-of-way line of El Mirage Road and the **POINT OF THE BEGINNING**;
THENCE leaving said north line, along said easterly right-of-way line, North 00°07'07" East, a distance of 364.66 feet;
THENCE leaving said easterly right-of-way line, South 63°16'34" East, a distance of 710.33 feet;
THENCE South 00°25'49" West, a distance of 50.00 feet, to said north line;
THENCE along said north line, North 89°34'11" West, a distance of 634.85 feet, to the **POINT OF BEGINNING**.

Containing 131,672 square feet or 3.0228 acres, more or less.

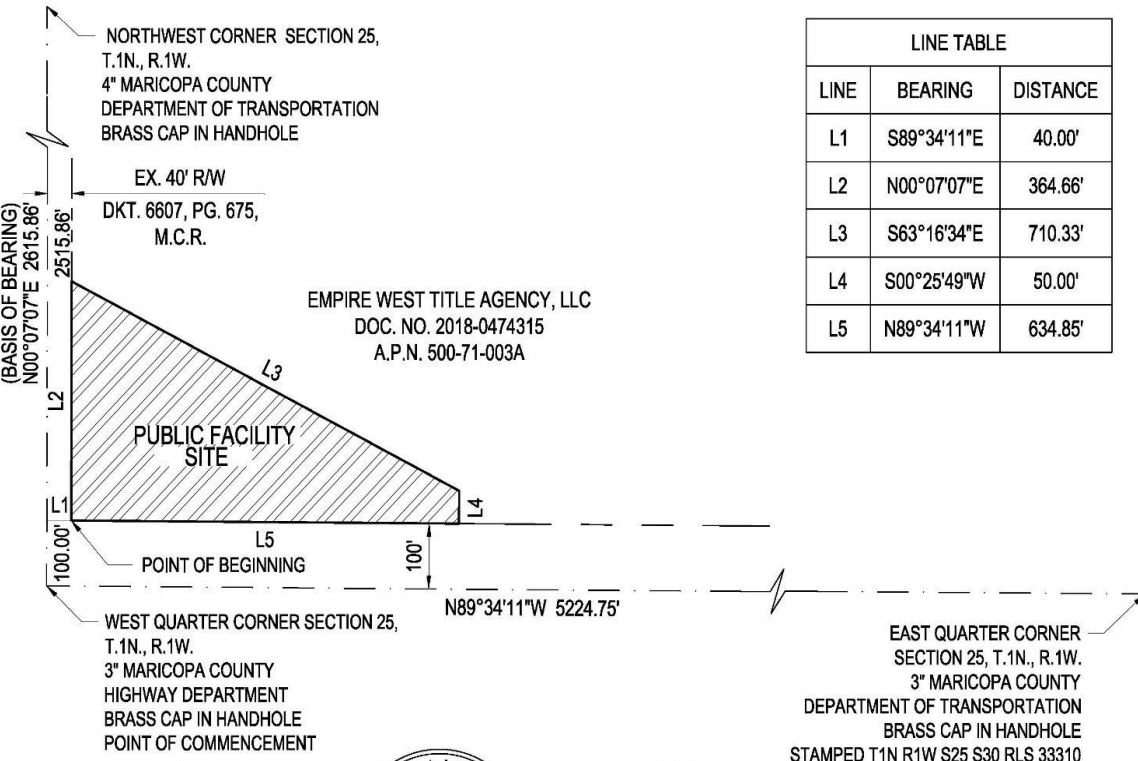
Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Alamar Public Safety Property L37R01 08-28-19.docx



EL MIRAGE ROAD



**WOOD
PATEL**



EXPIRES 09-30-20



DEPICTION OF PUBLIC SAFETY PROPERTY
REVISED 08/28/2019
WP# 174612.05
PAGE 2 OF 2
NOT TO SCALE
Z:\2017\174612\Survey\Legal\4612-L37R01.dwg

RESOLUTION NO. 1017-0321

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A SECOND AMENDMENT TO THE PRE-ANNEXATION DEVELOPMENT AGREEMENT WITH BROOKFIELD LAKIN, LLC.

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

SECTION 1. The Second Amendment to the Pre-Annexation Development Agreement with Brookfield Lakin, LLC (the “Second Amendment”) is hereby approved substantially in 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 Second Amendment and its related documents and 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, March 22, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1017-0321

[Second Amendment]

See following pages.

When recorded, return to:

City Clerk
City of Avondale
11465 W. Civic Center Drive, Suite 110
Avondale, Arizona 85323-6804

SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO PRE-ANNEXATION DEVELOPMENT AGREEMENT (this “**Second Amendment**”) is entered into March 22, 2021, by and between the City of Avondale, an Arizona municipal corporation (the “**City**”) acting by and through the Mayor and City Council (the “**Council**”), and Brookfield Lakin LLC, a Delaware LLC (“**Developer**”). The City and the Developer are sometimes referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

RECITALS:

A. The Developer and the City are entering into this Second Amendment to Pre-Annexation Agreement pursuant to the provisions of A.R.S. § 9-500.05, which authorizes the City to enter into and amend a development agreement with a landowner or any other person having an interest in real property located in the City.

B. The Developer and the City are parties to the Pre-Annexation and Development Agreement dated May 21, 2018, as recorded in the Official Records of Maricopa County as Document No. 2018-0425102, as amended by the First Amendment to Pre-Annexation Agreement by and between the City and the Developer dated March 23, 2020, as recorded in the Official Records of Maricopa County as Document No. 2020-0256947 (collectively, the “**Agreement**”). The property that is the subject of the Agreement is attached to this Second Amendment as **Exhibit 1**.

C. The parties desire to amend Section 9 of the Agreement to provide a framework for managing the timing and location of funding responsibilities within the Community Park.

D. The Parties also desire to amend Exhibit E to the Agreement to update the legal description of the Public Safety Property.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by reference, the promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties hereto agree as follows:

1. Section 9, Community Park of the Agreement is hereby deleted in its entirety and replaced with the following:

9. Community Park. The City and the Developer desire to work cooperatively to develop, in two phases, a community park within the Property (the “**Community Park**”). The Community Park will be located on the “Community Park Site,” which is a 40-acre site within the Property as generally depicted in the Lakin PAD. As provided herein, the City will contribute \$8,000,000 plus the cost of the WiFi Infrastructure as described below to improve the Community Park; the Developer will contribute the Community Park Site, the design of the Community Park, the adjacent Public Infrastructure necessary to serve the Community Park Site, and \$6,000,000 for development of the Community Park (plus a 15% construction contingency of up to \$900,000), for a total maximum contribution, including the value of the Community Park Site, of up to \$9,600,000.

9.1 Developer Responsibilities.

A. Community Park Design. The Developer and the City, at the Developer’s expense, will arrange regular meetings and collaborate to complete the design of improvements to the Community Park Site on or before December 31, 2019. The Parties agree the Community Park will be constructed in two phases as described below, and that the Community Park improvements shall be subject to final City approval. The Parties also will collaborate to demarcate the portion of the Community Park Site on which each of the City and the Developer will be responsible for funding improvements.

B. Community Park Site Dedication; Public Infrastructure. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2022, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will dedicate 36 acres of the Community Park Site to the City (subject to easements for private water lines to be located or existing on the Community Park Site), cause the provision for public use of an additional 3.9 acres of the Community Park Site by the easement attached hereto as **Exhibit 2**, and arrange for the completion of construction of the adjacent Public Infrastructure necessary to serve the Community Park Site.

C. Phase 1 Construction. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2021, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will arrange for the construction of the first phase of development of the Community Park in a manner that complies with the City’s procurement code.

D. Phase 2 Construction. At a time mutually agreeable to the City and the Developer during the City’s fiscal year ending June 30, 2022, and provided that the City has demonstrated the availability of funds pursuant to Section 9.2 below, the Developer will arrange for the construction of the second phase of development of the Community Park in a manner that complies with the City’s procurement code.

E. No Development Fee Credits or Reimbursement. The Developer, Owner and their successors in interest in the Property will not receive reimbursement of or credits against Development Fees for the Developer's contributions made pursuant to this Section.

9.2 City Responsibilities.

A. Phase 1 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2021, the City will make available \$4,000,000 for the first phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

B. Phase 2 Reimbursement Availability. At a time mutually agreeable to the City and the Developer during the City's fiscal year ending June 30, 2022, the City will make available \$4,000,000 for the second phase of development of the Community Park, which funds will be reimbursed to the Developer as provided below.

C. Public Wireless Fidelity Network Infrastructure. In addition to the elements of the Community Park to be constructed by the Developer pursuant to the design for the Community Park, the City has requested and the Developer has agreed to construct underground conduit and four internet technology enclosure structures (the "WiFi Infrastructure"). The cost of the WiFi Infrastructure, which is estimated to be \$134,200, will be reimbursed to the Developer pursuant to Section 9.3.

9.3 Allocation of Costs/Reimbursement Procedure. The Developer will submit monthly invoices for construction costs incurred by it to develop the Community Park to the City, which will include proof of payment by the Developer of such invoice. Within 30 days after receipt of an invoice, the City shall reimburse the Developer for construction costs incurred to develop the City's portion of the Community Park Site as determined in Section 9.1 plus the cost of the WiFi Infrastructure from the funds the City has committed pursuant to this Section. In no event shall the total of all reimbursements by the City exceed the cost of the WiFi Infrastructure plus \$4,000,000 for each phase of development of the Community Park, for an aggregate total not to exceed \$8,000,000 plus the cost of the WiFi Infrastructure.

2. Exhibit E. **Exhibit E** to the Agreement is hereby replaced with the new **Exhibit E** attached to this Second Amendment as **Exhibit 3**.
3. Effect of Second Amendment. This Second Amendment shall be deemed to amend and supersede the Agreement with respect to all terms, provisions and changes set forth in this Second Amendment. To the extent of any conflict between the Agreement and this Second Amendment, including all Exhibits, the Second Amendment shall control. Except as amended by this Second Amendment, all terms, provisions and conditions of

the Agreement shall remain in full force and effect. Any capitalized terms not defined in this Second Amendment shall have the meaning set forth in the Agreement. Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Second Amendment are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment as of the date and year first set forth above.

“City”

CITY OF AVONDALE,
an Arizona municipal corporation

Charles Montoya, City Manager

ATTEST:

Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared Charles Montoya, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

“Developer”

BROOKFIELD LAKIN LLC,
a Delaware limited liability company

By: _____
Printed Name: John L. Bradley
Title: President

By: _____
Printed Name: W. Dea McDonald
Title: Vice President

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared John L Bradley, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared W. Dea McDonald, as an officer of Brookfield Lakin LLC, a Delaware limited liability company, as Vice President, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the company.

Notary Public

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CONSENTED TO BY OWNER:

EMPIRE WEST TITLE COMPANY, L.L.C.
d/b/a THOMAS TITLE & ESCROW, an Arizona
limited liability company, acting not in its
corporate capacity but solely as "Trustee"
under its Trust No. 1305TRTAZ

By: _____
Printed Name: _____
Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared
_____, as _____ of _____
a _____, as _____, whose identity was proven to
me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged
that he signed the above document, on behalf of the _____.

Notary Public

(Affix notary seal here)

EXHIBIT 1
TO
SECOND AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Property Legal Description and Map]

See following pages.

EXHIBIT "A"

Wood, Patel & Associates, Inc.
(602) 335-8500
www.woodpatel.com

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 1 of 5

PARCEL DESCRIPTION

Lakin Property PAD Limits

A parcel of land lying within Sections 23, 24, 25 and 26, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the south quarter of said Section 26, a 3-inch Maricopa County Highway Department brass cap in handhole, bears South 89°44'16" East (basis of bearing), a distance of 2622.79 feet;

THENCE along the west line of said Section 26, North 00°06'23" East, a distance of 1363.33 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, and the **POINT OF BEGINNING**;

THENCE continuing North 00°06'23" East, a distance of 1231.33 feet, to the west quarter corner of said Section 26;

THENCE continuing along the west line of said Section 26, North 00°06'28" East, a distance of 2594.90 feet to the northwest corner of said Section 26, also being the southwest corner of said Section 23;

THENCE leaving said west line, along the west line of said Section 23, North 00°48'19" West, a distance of 965.92 feet, to the beginning of a curve;

THENCE leaving said west line, along the centerline of Dysart Road, northerly along said curve to the right, having a radius of 955.37 feet, concave easterly, whose radius bears North 89°11'41" East, through a central angle of 22°19'16", a distance of 372.19 feet, to the north line of the south half of the southwest quarter of said Section 23 and a point of intersection with a non-tangent line;

THENCE leaving said centerline, along said north line, South 89°56'32" East, a distance of 2550.30 feet, to the northeast corner of said south half of the southwest quarter, said point also being the southwest corner of the northwest quarter of the southeast quarter of said Section 23;

THENCE leaving said north line, along the west line of said northwest quarter of the southeast quarter, North 00°51'18" West, a distance of 598.74 feet, to the southwest corner of Lucy T. Homesites Unit Two, recorded in Book 142, page 26, Maricopa County Records (M.C.R.);

THENCE leaving said west line, along the southerly line of said Lucy T. Homesites Unit Two, North 79°56'43" East, a distance of 711.97 feet, to the east line of the west 50.00 feet of the east half of said northwest quarter of the southeast quarter;

THENCE leaving said southerly line, along said east line, South 00°56'08" East, a distance of 673.71 feet, to the north line of the south 50.00 feet of said southeast quarter of the northwest quarter of the southeast quarter;

Parcel Description
Lakin Property
PAD Limits

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 2 of 5

THENCE leaving said east line, along said north line, South 89°56'50" East, a distance of 603.83 feet, to a point on the east line of said southeast quarter of the northwest quarter of the southeast quarter;

THENCE leaving said north line, along said east line, North 01°00'58" West, a distance of 606.33 feet, to the northeast corner of said southeast quarter of the northwest quarter of the southeast quarter, also being the northwest corner of the south half of the northeast quarter of said southeast quarter of Section 23;

THENCE leaving said east line, along the north line of said south half of the northeast quarter of the southeast quarter, South 89°49'25" East, a distance of 1306.08 feet, to the northeast corner of said south half of the northeast quarter of the southeast quarter, said point also being on the west line of said Section 24;

THENCE leaving said north line, along said west line, North 01°10'37" West, a distance of 653.56 feet, to the west quarter corner of said Section 24;

THENCE leaving said west line, along the east-west mid-section line of said Section 24, South 89°56'46" East, a distance of 1316.49 feet, to the northeast corner of the west half of the southwest quarter of said Section 24;

THENCE leaving said mid-section line, along the east line of said west half of the southwest quarter, South 00°56'20" East, a distance of 2621.40 feet, to the southeast corner of said west half of the southwest quarter;

THENCE leaving said east line, along the south line of said Section 24, South 89°37'21" East, a distance of 1305.77 feet, to the south quarter corner of said Section 24;

THENCE leaving said south line, along the north-south mid-section line of said Section 24, North 00°42'08" West, a distance of 1314.30 feet, to the northwest corner of the south half of the southeast quarter of said Section 24;

THENCE leaving said mid-section line, along the north line of said south half of the southeast quarter, South 89°47'10" East, a distance of 2622.42 feet, to the northeast corner of said south half of the southeast quarter;

THENCE leaving said north line, along the east line of said Section 24, South 00°13'52" East, a distance of 1321.53 feet, to the southeast corner of said Section 24, said point also being the northeast corner of said Section 25;

THENCE leaving said east line, along the east line of said Section 25, South 00°05'10" West, a distance of 1310.39 feet, to the southeast corner of the north half of the northeast quarter of said Section 25;

THENCE leaving said east line, along the south line of said north half of the northeast quarter, North 89°35'50" West, a distance of 1305.99 feet, to the northeast corner of the southwest quarter of the northeast quarter of said Section 25;

THENCE leaving said south line, along the east line of said southwest quarter of the northeast quarter, South 00°05'32" West, a distance of 1309.76 feet, to the southeast corner of said southwest quarter of the northeast quarter, said point also being the northeast corner of the northwest quarter of the southeast quarter of said Section 25;

THENCE leaving said east line, along the east line of said northwest quarter of the southeast quarter, South 00°05'36" West, a distance of 1146.52 feet, to the southeast corner of the north half of the south half of the south half of said northwest quarter of the southeast quarter;

THENCE leaving said east line, along the south line of said north half of the south half of the south half of the northwest quarter of the southwest quarter, North 89°32'04" West, a distance of 1306.23 feet, to the southwest corner of said north half of the south half of the south half of the northwest quarter of the southeast quarter, said point also being on the north-south mid-section line of said Section 25;

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 3 of 5

THENCE leaving said south line, along said mid-section line, South 00°05'54" West, a distance of 163.67 feet, to the southeast corner of the north half of the southwest quarter of said Section 25;

THENCE leaving said mid-section line, along the south line of said north half of the southwest quarter, North 89°32'03" West, a distance of 1768.47 feet, to the west line of the east 28 Rods of the northwest quarter of the southwest quarter of said Section 25;

THENCE leaving said south line, along said west line, North 00°06'27" East, a distance of 66.00 feet, to the north line of the south 66 feet of the north half of the southwest quarter of said Section 25;

THENCE leaving said west line, along said north line, North 89°32'03" West, a distance of 844.44 feet, to the west line of said Section 25, said point also being on the east line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southeast quarter of said Section 26, North 89°51'06" West, a distance of 2622.15 feet, to a point on the north-south mid-section line of said Section 26;

THENCE leaving said north line, along the north line of the south 66 feet of the north half of the southwest quarter of said Section 26, North 89°51'06" West, a distance of 2622.82 feet, to the **POINT OF BEGINNING**.

EXCEPT the following property described in Document 2007-0853115, M.C.R.:

BEING THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, STATE OF ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 26;

THENCE ALONG THE WEST LINE OF SAID SECTION 26, SOUTH 00 DEGREES 06 MINUTES 53 SECONDS EAST 104.65 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 07 SECONDS EAST 65.00 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET EASTERLY, MEASURED AT RIGHT ANGLES, FROM SAID WEST LINE OF SECTION 26; SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE NORTH 44 DEGREES 43 MINUTES 56 SECONDS EAST 56.72 FEET TO A POINT IN A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SECTION 26;

THENCE ALONG LAST-MENTIONED PARALLEL LINE, NORTH 89 DEGREES 34 MINUTES 45 SECONDS EAST, 1857.16 FEET;

THENCE SOUTH 45 DEGREES 25 MINUTES 15 SECONDS EAST, 42.43 FEET;

THENCE SOUTH 00 DEGREES 25 MINUTES 15 SECONDS EAST, 125.93 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 2930.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22 DEGREES 20 MINUTES 28 SECONDS AN ARC LENGTH OF 1142.49 FEET TO A POINT IN THE NORTH LINE OF THAT CERTAIN 160-FOOT ELECTRIC EASEMENT DESCRIBED IN DOCUMENT NOS. 02-1076599 AND 05-1738976, MARICOPA COUNTY, RECORDS;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 32 MINUTES 53 SECONDS WEST 1714.06 FEET TO SAID PARALLEL LINE DESCRIBED HEREIN;

THENCE ALONG SAID PARALLEL LINE, NORTH 00 DEGREES 06 MINUTES 53 SECONDS WEST, 1203.60 FEET TO THE TRUE POINT OF BEGINNING.

**Parcel Description
Lakin Property
PAD Limits**

Revised April 16, 2018
Revised February 13, 2018
Revised February 2, 2018
December 13, 2017
WP# 174612
Page 4 of 5

AND EXCEPT the following property described in Document 2017-0704314, M.C.R.:
The westerly 840.07 feet of the northerly 668.35 feet of the northwest quarter of the southwest quarter of Section 25, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the Northerly 40.00 feet and the Westerly 55.00 feet

AND EXCEPT the following property described in Document 2017-0799341, M.C.R.:

THE WESTERLY 15.00 FEET AND NORTHERLY 40.0 FEET OF EASTERLY 800.07 FEET OF WESTERLY 840.07 FEET OF NORTHERLY 668.35 FEET OF NORTHWEST QUARTER SOUTHWEST QUARTER SECTION 25, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

Containing 49,229,470 square feet or 1,130.1531 acres, more or less.

Subject to existing right-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of March, 2017. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Lakin Property PAD Limits L04R03 04-16-18.docx



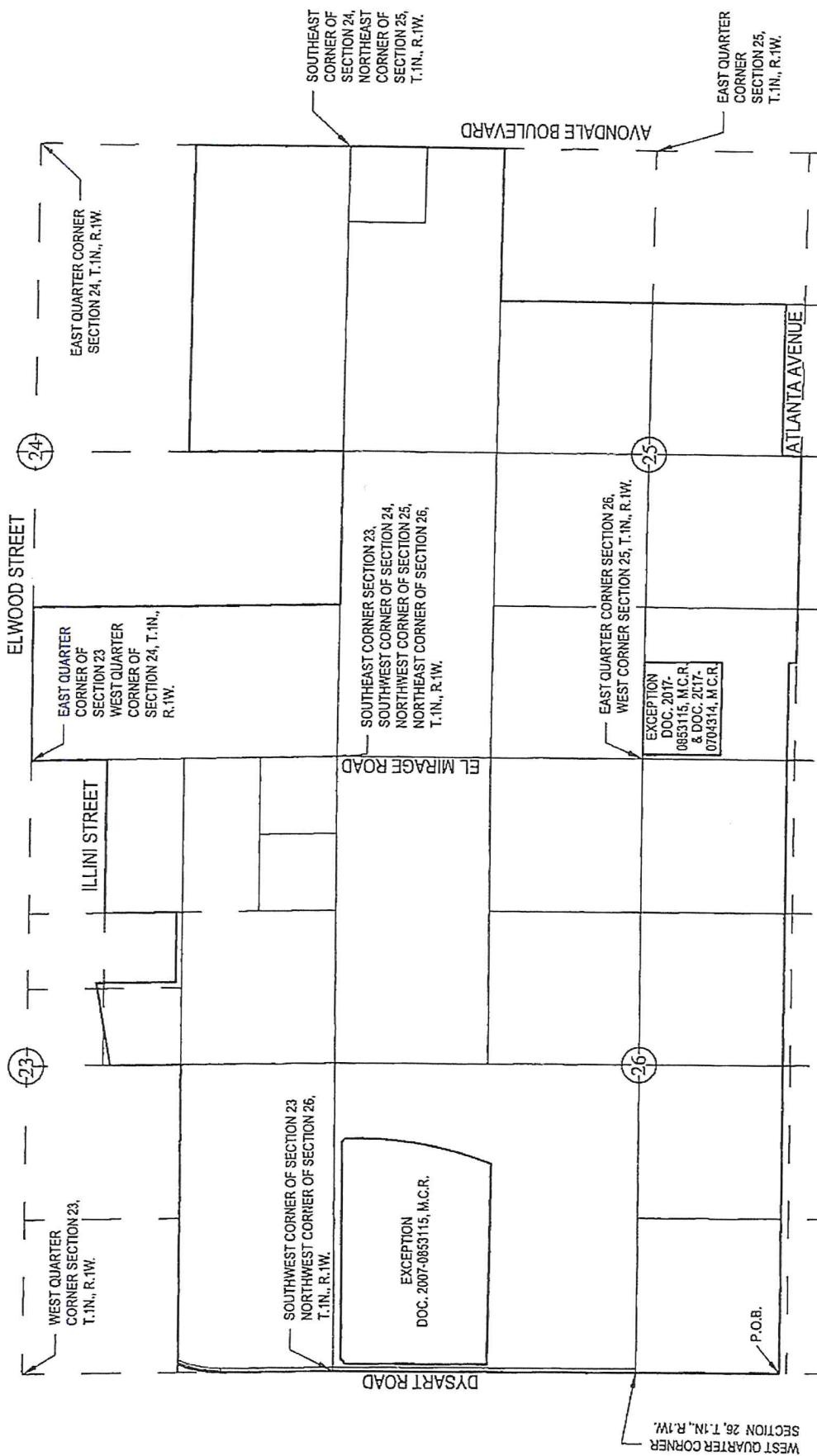


EXHIBIT "B"

LAKIN PROPERTY

PAD LIMITS

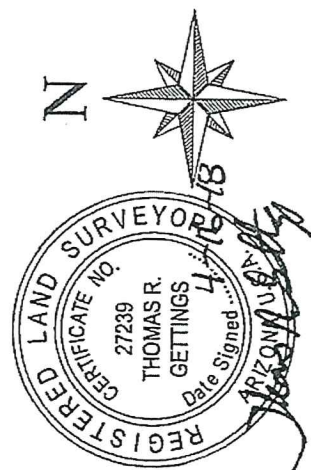
REVISED 04/16/2018

WP# 174612

PAGE 5 OF 5

NOT TO SCALE

Z:\2017\174612\Survey\Legal\4612- L04R03.dwg



EXPIRES 06-30-20

WOOD/PATEL

MISSION: CLIENT SERVICE®

(602) 335-8500

WWW.WOODPATEL.COM

EXHIBIT 2
TO
SECOND AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[Declaration of Public Access Easement]

See following pages.

WHEN RECORDED, RETURN TO:

Neil D. Biskind, Esq.
Biskind, Hunt and Semro, PLC
8901 East Pima Center Parkway, Suite 225
Scottsdale, Arizona 85258

DECLARATION OF PUBLIC ACCESS EASEMENT

THIS DECLARATION OF PUBLIC ACCESS EASEMENT ("**Declaration**") is made effective as of December ____, 2020, by ALAMAR COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation ("**Grantor**"), for the benefit of the CITY OF AVONDALE, an Arizona municipal corporation ("**City**").

RECITALS

A. Grantor holds title to the real property described on Exhibit "A" attached hereto (the "**Easement Premises**").

B. In connection with the development by Brookfield Lakin LLC of the Community Park for the Alamar project as contemplated by the Pre-Annexation and Development Agreement recorded in the Official Records of Maricopa County, Arizona as Document No. 2018-0425102, as amended, Grantor desires to make the Easement Premises available for purposes of public access.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby declares as follows:

1. Grant of Easement. Grantor hereby grants to the City, for the benefit of the public, a non-exclusive perpetual easement (the "**Public Easement**") over, upon and across the Easement Premises for purposes of ingress and egress by pedestrians upon, over and across the Easement Premises.

2. Grantor's Reservations. Grantor shall retain and hereby reserves all of its rights to use the Easement Premises and, without limiting the foregoing, reserves the right to grant others the right to use the Easement Premises in any manner so long as such use is not inconsistent with, and does not unreasonably interfere with, the public use and enjoyment of the rights, easements and privileges granted to the City in Paragraph 1.

3. Use of Easement. All persons and entities using the Public Easement and rights granted and reserved hereby shall use reasonable efforts to avoid any damage to property and

any improvements located at any time thereon. The Public Easement and rights granted by this Declaration are granted on the condition that all persons and entities using the easements and rights granted hereby, other than the City, shall hold the City, Grantor and Brookfield Lakin LLC (and their respective successors and assigns) harmless for, from and against any and all damages, claims, liabilities or expenses which may result from their use of the easement and rights granted.

4. Running of Benefits and Burdens. All provisions of this Declaration, including the benefits and burdens, run with the land and are binding upon and shall inure to the benefit of the respective successors and assigns of Grantor and the City.

5. Not a Dedication of Fee Title. Nothing contained in this Declaration shall be deemed to be a gift or dedication of fee title to any portion of the Easement Premises to or for the general public, and this Declaration shall be strictly limited to and for the purposes expressed herein.

[Signatures on Next Page]

Executed effective as of the date first set forth above.

GRANTOR:

ALAMAR COMMUNITY ASSOCIATION, INC.,
an Arizona nonprofit corporation

By: _____

Its: _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of December, 2020,
by _____, the _____ of ALAMAR
COMMUNITY ASSOCIATION, INC., an Arizona nonprofit corporation, on behalf of the
corporation.

Notary Public

(Seal)

Exhibit "A"

Legal Description of Easement Premises

ATTACHED

Exhibit "A"

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised December 22, 2020
December 16, 2020
WP# 174612.09
Page 1 of 4
See Exhibit "A"

PARCEL DESCRIPTION
Alamar
Alamar Park Easement

A portion of that certain parcel of land, recorded in Document 2018-0474315, Maricopa County Records (MCR) and recorded in Document 2018-0474316, MCR, lying within Sections 24 and 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the southwest corner of said section 24, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the south quarter corner of said Section 24, a 2-inch iron pipe with no identification, bears South 89°37'21" East (basis of bearing), a distance of 2611.55 feet;

THENCE along the south line of said Section 24, South 89°37'21" East, a distance of 1192.28 feet, to the **POINT OF BEGINNING**;

THENCE leaving said south line, North 41°15'55" East, a distance of 57.26 feet, to the west line of the east 75 feet of the west half of the southwest quarter of said Section 24;

THENCE along said west line, North 00°56'20" West, a distance of 1568.81 feet, to the north line of said certain parcel of land recorded in Document 2018-0474316, MCR;

THENCE leaving said west line, along said north line, South 89°56'50" East, a distance of 75.01 feet, to the east line of the west half of the southwest quarter of said Section 24;

THENCE leaving said north line, along said east line, South 00°56'20" East, a distance of 1596.46 feet;

THENCE leaving said east line, South 41°15'55" West, a distance of 811.70 feet, to the easterly right-of-way line of El Mirage Road and a point of intersection with a non-tangent curve;

Parcel Description
Alamar
Alamar Park Easement

Revised December 22, 2020
December 16, 2020
WP# 174612.09
Page 2 of 4
See Exhibit "A"

THENCE along said easterly right-of-way line, northwesterly along said non-tangent curve to the right, having a radius of 950.00 feet, concave northeasterly, whose radius bears North 36°06'48" East, through a central angle of 04°31'49" a distance of 75.11 feet, to a point of intersection with a non-tangent line;

THENCE leaving said easterly right-of-way line, North 41°15'55" East, a distance of 729.27 feet, to the **POINT OF BEGINNING**.

Containing 178,669 square feet or 4.1017 acres, more or less.

Subject to existing right-of-ways and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612.09 Alamar Park Easement L47R01 12-22-20.docx



W 1/4 CORNER OF SECTION 24, T1N, R1W
3" COA BCF
1.21' N. X 0.13' W. OF 1/4 CORNER

ELWOOD STREET

24

EMPIRE WEST TITLE
AGENCY, LLC
DOC. 2018-0474315, MCR
APN: 500-66-007G

SRPAI & PD/ ARIZONA PUBLIC
SERVICE COMPANY
DOC. 2019-0319022, MCR
APN: 500-66-006E

EMPIRE WEST TITLE
AGENCY, LLC
DOC. 2018-0474316, MCR
APN: 500-66-007E

SRPAI & PD/ ARIZONA PUBLIC
SERVICE COMPANY
DOC. 2018-0487138, MCR
APN: 500-66-006B

EMPIRE WEST TITLE AGENCY, LLC
DOC. 2018-0474315, MCR
APN: 500-66-007D

(BASIS OF BEARING)
S89°37'21"E 2611.55'

EMPIRE WEST TITLE
AGENCY, LLC
DOC. 2018-0474315, MCR
APN: 500-71-002D

SW CORNER OF SECTION 24,
NW CORNER OF SECTION 25,
T1N, R1W
3" MCDOT BCH
POC

S 1/4 CORNER OF SECTION 24,
N 1/4 CORNER OF SECTION 25,
T1N, R1W
2" I.P. W/ NO I.D.



**WOOD
PATEL**



EXPIRES 09-30-23

EXHIBIT "A"

ALAMAR
ALAMAR PARK EASEMENT
REVISED 12/22/2020

WP# 174612.09

PAGE 3 OF 4

NOT TO SCALE

Z:\2017\174612\Survey\Legal\4612-L47R01.dwg

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N41°15'55"E	57.26'
L2	N00°56'20"W	1568.81'
L3	S89°56'50"E	75.01'
L4	S00°56'20"E	1596.46'
L5	S41°15'55"W	811.70'
L6	N41°15'55"E	729.27'

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	4°31'49"	950.00'	75.11'

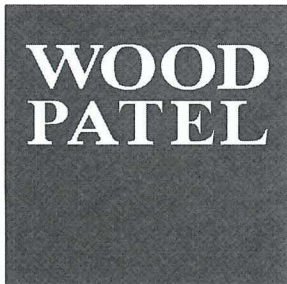


EXHIBIT "A"

ALAMAR
ALAMAR PARK EASEMENT
REVISED 12/22/2020
WP# 174612.09
PAGE 4 OF 4
NOT TO SCALE

Z:\2017\174612\Survey\Legal\4612-L47R01.dwg

EXPIRES 09-30-23

EXHIBIT 3
TO
SECOND AMENDMENT PRE-ANNEXATION DEVELOPMENT AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
BROOKFIELD LAKIN LLC

[New Exhibit E]

See following pages.

Wood, Patel & Associates, Inc.
602.335.8500
www.woodpatel.com

Revised August 28, 2019
August 27, 2019
WP#174612.05
Page 1 of 2
See Attached Map

EXHIBIT "E"
Depiction of Public Safety Property

A parcel of land lying within the northwest quarter of Section 25, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the west quarter corner of said Section 25, a 3-inch Maricopa County Highway Department brass cap in handhole, from which the northwest corner of said section, a 4-inch Maricopa County Department of Transportation brass cap in handhole, bears North 00°07'07" East (basis of bearing), a distance of 2615.86 feet;

THENCE along the west line of said northwest quarter, North 00°07'07" East, a distance of 100.00 feet, to the north line of the south 100 feet of said northwest quarter;

THENCE leaving said west line, along said north line, South 89°34'11" East, a distance of 40.00 feet, to the easterly right-of-way line of El Mirage Road and the **POINT OF THE BEGINNING**;

THENCE leaving said north line, along said easterly right-of-way line, North 00°07'07" East, a distance of 364.66 feet;

THENCE leaving said easterly right-of-way line, South 63°16'34" East, a distance of 710.33 feet;

THENCE South 00°25'49" West, a distance of 50.00 feet, to said north line;

THENCE along said north line, North 89°34'11" West, a distance of 634.85 feet, to the **POINT OF BEGINNING**.

Containing 131,672 square feet or 3.0228 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of July, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

Y:\WP\Parcel Descriptions\2017\174612 Alamar Public Safety Property L37R01 08-28-19.docx



EXPIRES 09-30-20

EL MIRAGE ROAD

(BASIS OF BEARING)
N00°07'07"E 2615.86'

NORTHWEST CORNER SECTION 25,
T.1N., R.1W.
4" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE

EX. 40' R/W

DKT. 6607, PG. 675,
M.C.R.

EMPIRE WEST TITLE AGENCY, LLC
DOC. NO. 2018-0474315
A.P.N. 500-71-003A

PUBLIC FACILITY
SITE

POINT OF BEGINNING

WEST QUARTER CORNER SECTION 25,
T.1N., R.1W.
3" MARICOPA COUNTY
HIGHWAY DEPARTMENT
BRASS CAP IN HANDHOLE
POINT OF COMMENCEMENT

N89°34'11"W 5224.75'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°34'11"E	40.00'
L2	N00°07'07"E	364.66'
L3	S63°16'34"E	710.33'
L4	S00°25'49"W	50.00'
L5	N89°34'11"W	634.85'

WOOD
PATEL



EXPIRES 09-30-20



EAST QUARTER CORNER
SECTION 25, T.1N., R.1W.
3" MARICOPA COUNTY
DEPARTMENT OF TRANSPORTATION
BRASS CAP IN HANDHOLE
STAMPED T1N R1W S25 S30 RLS 33310

DEPICTION OF PUBLIC SAFETY PROPERTY

REVISED 08/28/2019

WP# 174612.05

PAGE 2 OF 2

NOT TO SCALE

Z:\2017\174612\Survey\Legal\4612-L37R01.dwg

CITY COUNCIL REPORT

SUBJECT: Resolution 1018-0321 – Intergovernmental Agreement for the Creation and Participation in the West Valley Investigative Response Team

MEETING DATE: 3/22/2021

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 consider a request to adopt Resolution 1018-0321 approving an Intergovernmental Agreement with various agencies for the creation and participation in the West Valley Investigative Response Team (WVIRT) and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The primary goal of the West Valley Investigative Response Team (WVIRT) is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident” or “Critical Incident Investigation”, including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations. This WVIRT will ensure involved agencies are not investigating their own critical incidents.

DISCUSSION:

“Critical Incident” investigations are very labor intensive which require voluminous manhours to complete, often straining existing resources necessary to conduct other investigations. They are also unplanned events that may occur at any day or time. This Agreement establishes the basis for the Avondale Police Department to share that burden with similar investigative resources from the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The creation of this team also aligns itself with currently proposed Legislation. The WVIRT will ensure a fair and unbiased investigation in critical incidents by having outside jurisdictions conducting the investigation.

BUDGET IMPACT:

There is no budget impact as current police department staff will be trained and dedicated to participate to the WVIRT using current funds in the police department budget (Criminal Investigations).

RECOMMENDATION:

Staff recommends City Council adopt a resolution approving an Intergovernmental Agreement (IGA) for the creation of the West Valley Investigative Response Team (WVIRT).

RESOLUTION NO. 1018-0321

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONGST THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, AND THE TOWN OF WICKENBURG RELATING TO THE CREATION AND PARTICIPATION IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM.

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

SECTION 1. The Intergovernmental Agreement amongst the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg relating to the creation and participation in the West Valley Investigative Response Team (“WVIRT”) (the “Agreement”) is hereby approved substantially in the form 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 cause the execution of the Agreement and 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, March 22, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1018-0321

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT FOR THE CREATION AND PARTICIPATION IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM

This Intergovernmental Agreement is entered into pursuant to A.R.S. §§11-951, *et seq.* and A.R.S. §13-3872 among the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The aforementioned agencies hereby establish the West Valley Investigative Response Team (WVIRT). Upon invitation by the chief law enforcement officers (“Chiefs”) of the then-existing members any public agency, as that term is defined in A.R.S. §11-951, may request participation in the WVIRT, subject to compliance with the provisions of A.R.S. §§11-951 *et seq.* The participating agencies shall be collectively referred to as “WVIRT Agencies” or “Parties”).

I. PURPOSE

The purpose of this Agreement is to create a West Valley Investigative Response Team (WVIRT). The primary goal of the WVIRT is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident” or “Critical Incident Investigation”, including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations.

II. AUTHORITY

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement requests WVIRT assistance, all assisting WVIRT team members shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

III. PROCEDURES AND RESOURCES

Each Party shall assign no less than one sworn law enforcement officer to represent that Party on the WVIRT (“WVIRT Member”). The WVIRT Member shall be required to participate in all WVIRT activations, meetings, trainings, or other duties or responsibilities in furtherance of the WVIRT.

Each Party shall immediately inform the other Parties the individual selected to represent that Party as a WVIRT Member and when such designation changes. In the event a primary WVIRT member is not available or as the situation dictates, a Party may provide officers not designated as WVIRT members in support of a WVIRT activation.

The WVIRT Members shall select from its membership two (2) individuals to serve as “WVIRT Team Leaders”, subject to final approval of “Chiefs” of the WVIRT agencies. The selection shall be made on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term, for any reason or no reason, WVIRT members shall appoint a replacement, subject to final approval of “Chiefs” of the WVIRT agencies.

The WVIRT Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary functions in support of the of WVIRT. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a WVIRT Activation. In the event such mediation fails, the issue shall be brought to the attention of the WVIRT Chiefs for appropriate resolution.

IV. ACTIVATION

Any Party to the Agreement may request assistance from WVIRT (“Requesting Party”). The Requesting Party shall contact the WVIRT Team Leaders via the law enforcement communications center of each Party (WVIRT Activation”).

Upon contact, Team Leaders shall identify the Party that shall serve as the “Lead Investigator” for the “Critical Incident Investigation”. The Team Leaders shall notify the Requesting Party and WVIRT Members of the Lead Investigator. The Party from which the Lead Investigator is employed shall be the “Lead Agency” during the duration of the Critical Incident Investigation.

The Lead Investigator and Lead Agency shall have the obligation to complete the Critical Incident Investigation to completion as determined by the WVIRT Chiefs. If a Party is not able to complete an investigation to completion, the WVIRT Chiefs will determine an alternative investigator and agency to complete the investigation.

Each Party, if resources are available, shall make available at least one sworn law enforcement officer, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include

but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the WVIRT, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

VI. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. §450e(c). No Party shall engage in any form of illegal discrimination.

VII. INDEMNIFICATION

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

VIII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

IX. DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2026, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

X. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. §38-511, as amended.

XI. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XII. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XIII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply A.R.S. 35-393 et seq. if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating WVIRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The WVIRT leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

CITY OF _____, an Arizona
municipal corporation

By: _____
NAME
Mayor

ATTEST:

NAME
City Clerk

APPROVED AS TO FORM:

NAME
City Attorney

Reviewed By: _____
NAME
Chief of Police

INTERGOVERNMENTAL AGREEMENT DETERMINATION

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

City of NAME

By: _____

NAME

City Attorney

Date: _____

CITY COUNCIL REPORT

SUBJECT: Self-Insured Employee Benefits

MEETING DATE: 3/22/2021

TO: Mayor and Council

FROM: Cherlene Penilla, Deputy City Manager, (623) 333-1015

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 from staff to prepare the City to exit the Arizona Metropolitan Trust and initiate its own self-insured employee benefits program. The Council will take appropriate action.

BACKGROUND:

The City of Avondale was involved in establishing the Arizona Metropolitan Trust (AzMT) in 2011. The Trust was established in July 2012 with the founding entities of the City of Maricopa, Town of Youngtown, City of El Mirage, City of Apache Junction, and City of Avondale. The Trust originally insured approximately 745 employees and approximately 1,900 lives. Over the past nine years, the Trust has grown to 12 member agencies including City of Apache Junction, Buckeye Valley Fire District, City of El Mirage, Town of Fountain Hills, City of Litchfield Park, Town of Paradise Valley, Sun City Fire District, Town of Youngtown, Town of Wickenburg, City of Avondale, City of Maricopa. Currently, AzMT insures approximately 3,000 employees and approximately 7,000 lives.

Each Trust member has one vote on the Board of Trustees regardless of size and is committed to a contract with the Trust for three-year terms. The Trust is unwilling to consider weighted voting strategies or to modify contract exit provisions. If the City were to remain in the Trust, it would be obligated to stay for the next three years or face a significant exit penalty.

Within the current membership of AzMT, the member entities are cities, towns, fire districts, and a single county. The City of Maricopa left the Trust approximately two years ago. Pinal County has notified the Trust that it will not be renewing its membership effective July 1, 2021. Pinal County is currently the largest member with 1,200 covered employees. With Pinal County's exit, Avondale would be the largest member in the Trust. The remaining members are quite small, including Litchfield Park, Youngtown, and Wickenburg.

As the largest member with one vote among the remaining member entities, the City would have little control with a large responsibility to the Trust. If we were to consider self-funding, we would have more control and could better manage our plan design and funding strategies. This is what lead us to the current Request for Proposals (RFP) process.

On November 06, 2020, the City of Avondale, Human Resources Department and Finance and Budget Department, in collaboration with Hays Companies Inc., issued a Request for Proposals (RFP) for employee group-medical, dental, vision and life insurance benefits to contract with one or more qualified and experienced firms to provide professional services. Professional services consist of medical claims administration, medical management, medical network, stop loss, pharmacy benefit management (PBM) services, flexible spending account (FSA) administration, health savings account (HSA) administration, Consolidated Omnibus Budget Reconciliation Act (COBRA) administration, self-funded dental administration, employee assistance program (EAP) services, and fully insured proposals for vision, life insurance (basic and supplemental), accidental death and dismemberment (AD&D) insurance, as more particularly described in the RFP Scope of Work. The RFP was advertised in the Southwest Valley Republic on November 6th and November 13th and in the Arizona Republic on November 7, 2020.

In order to ensure the objectives of the RFP were met, the RFP was issued with the following evaluation criteria A) general information, B) experience and qualifications, C) account management; which included an in-depth questionnaire to ascertain experience specific to municipal and government operations, D) medical claims administration, E) implementation project schedule, and F) administrative fee pricing.

DISCUSSION:

The proposals were evaluated by a selection committee comprised of Human Resources and Finance and Budget Department staff. The combined review and scoring results of the original proposals, interview presentations, clarification responses, and best and final offers (BAFO) submittals indicated the leading candidates in each of their respective service categories. This resulted in the evaluation committee's selection and recommendation for award to multiple firms which received the highest combined scores in their subject focus areas.

A Notice of Intent to Award for the specific service categories were issued to each of the respective firms:

Dental Insurance: Delta Dental

Vision Insurance: Avesis

Life Insurance: Ochs Inc.

Medical Categories Group: Blue Cross Blue Shield of Arizona

Staff prepared a financial analysis comparing the current expenditures for employee benefits with AzMT to the best and final offers (BAFO) for the proposed benefit firms. Current trends indicate the City will spend approximately \$6.1 million on administrative and claims costs with AzMT in the current fiscal year, FY2021. On February 23, 2021 AzMT announced a potential 12.6% premium increase for all member agencies in FY2022. This figure results in an estimated spend for the City of Avondale of \$6.8 million in administrative and claims costs. In comparison, an analysis of the BAFO suggests an annual spend of \$6.9 million for self-insured employee benefits administration and claims in FY2022. Under the self-insured scenario, the City would retain employer and employee insurance premiums to fund the administrative and claims costs.

A premium increase of 5% is estimated to generate approximately \$6.7 million in sources/revenue to fund the self-insured benefits. If the City were to exit AzMT, reserves of approximately \$2.8 million with the Trust would be transferred to Avondale over a period of 16 months. The return of the reserves, with 75% or \$2.1 million returned in FY2022, taken together with the premiums would be sufficient to fund the first year of operations. Staff recommends maintaining a reserve of at least 25% of expected claims, estimated at \$1.5 million within the fund. This reserve would be used to guard against total claims greater than the projection, before the City's reinsurance (a.k.a stop-loss) policy takes over the funding. The fund would also retain an estimated \$0.3 million above the reserve which would be carried over to the following fiscal year along with the reserve balance.

The table below summarizes these details:

(in millions)	FY2021 Estimate	FY2022 Trust Forecast	FY2022 Self-Insured Forecast
Premium Increase		10.0% -12.6%	5%
Beginning Fund Balance*			\$ 2.1
Sources			6.7
Uses	6.1	6.8	6.9
Ending Fund Balance			1.8
Reserve			1.5
Balance Over/(Under) Reserve			0.3

*Existing fund balance of \$2.8 million to be remitted to Avondale over 16 months

After the City Council's authorization for the City Manager to withdraw from the Arizona Metropolitan Trust (AZmt), sign and execute contracts for each firm and hire three full time equivalent positions to support the implementation of the employee self-insurance program, staff will return in a subsequent Council meeting with additional tasks for Council to approve. Once the Trust is established as part of the self-insurance program it must be administered by at least five (5) joint trustees. Staff will propose at least five (5) candidates to administer the self-funded Trust.

BUDGET IMPACT:

The expenditure authority for the vendor contracts will be incorporated into the FY2022 budget and will take the place of the City's prior expenditures related to the Arizona Metropolitan Trust (AzMT).

RECOMMENDATION:

Council will consider three separate action items:

1. Directing the City Manager to withdraw from the Arizona Metropolitan Trust
2. Authorizing the City Manager to draft and sign contracts for each firm
3. Authorizing three new full time equivalent (FTE) positions to support the implementation and administration of the employee self-insurance program.

Self-Insured Benefits

CITY COUNCIL MEETING

MARCH 22, 2021



Arizona Metropolitan Trust (AzMT)

- ◆ Employee benefits consortium
- ◆ Open to cities, towns, counties, fire districts, municipal corporations and political subdivisions
- ◆ Established July 1, 2012 (Cities of Maricopa, Youngtown, El Mirage, Apache Junction & Avondale): 745 covered employees ; 1,893 covered lives
- ◆ Member agencies grew to 11 in 2020-2021
 - ◆ 2,911 covered employees
 - ◆ 7,174 covered lives
- ◆ Each member has one vote on Board of Trustees regardless of size
- ◆ Trust unwilling to consider weighted vote or modify contract exit provisions

AzMT Members in 2020-2021



City of Avondale Membership

- ◆ Joined AzMT in 2012 as a founding member
- ◆ Covered AzMT employees in 2012: 745
- ◆ Covered AzMT lives in 2012: 1,893

- ◆ Covered Avondale employees in 2012: 385
- ◆ Current covered Avondale employees: 505
- ◆ Current Avondale covered lives: 1,200

Avondale Issues Requests for Proposals

- ◆ Seeking offers to ensure vendors are delivering competitive prices and services for quality benefits
- ◆ Pursuing transparency in pricing for all vendor lines of service
- ◆ Targeting lower cost for plan administration
- ◆ Including services for:
 - ◆ Medical Insurance
 - ◆ Dental Insurance
 - ◆ Vision Insurance
 - ◆ Life Insurance
 - ◆ HSA/FSA Account Administration
 - ◆ COBRA Administration
 - ◆ Employee Assistance Program (EAP)

RFP Results: Confidential

- ◆ Review and evaluation: 2 months
- ◆ Internal panel: Human Resources and Finance and Budget Department staff
- ◆ Finalist interviews
- ◆ Best and Final Offers
- ◆ Identified the following as the highest-ranking firms:
 - ◆ Medical, EAP, FSA/HSA Administration: Blue Cross Blue Shield of Arizona
 - ◆ Dental: Delta
 - ◆ Vision: Avesis
 - ◆ Life: Ochs
- ◆ Cobra administration: to be acquired separately

HAVE NOT ANNOUNCED NOTICE OF INTENT TO AWARD PUBLICLY YET

Financial Analysis

		FY2021 Estimate	FY2022 Trust Forecast	FY2022 Self-Insured Forecast
	Premium Increase		10.0% -12.6%	5%
	Beginning Fund Balance			\$2,110,900
+	Sources			6,651,500
-	Uses	6,091,800	6,847,200	6,942,500
=	Ending Fund Balance			1,819,900
-	Reserve			1,487,800
=	Balance Over/(Under) Reserve			332,100

****Existing fund balance of \$2.8 million to be remitted to Avondale over 16 months**

Next Steps

- ◆ Announce notice of intent to award
- ◆ Finalize negotiations with vendors
- ◆ Council consideration of contracts March 22nd
- ◆ Notice to AzMT on or before April 1st
- ◆ Acquire staffing
 - ◆ HR Benefits Analyst
 - ◆ HR Benefits Specialist
 - ◆ Finance Budget Analyst
- ◆ Establish employee benefits trust fund budget
- ◆ Establish City of Avondale employee benefits trust board

CITY COUNCIL REPORT

SUBJECT: 1) Resolution 1015-0321 - Withdrawal from the Arizona Metropolitan Trust

MEETING DATE: 3/22/2021

TO: Mayor and Council

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

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1015-0321, authorizing the withdrawal of the City of Avondale's membership in the Arizona Metropolitan Trust and authorizing the Mayor, City Manager, City Attorney and the City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On March 19, 2012, the City Council authorized the City's membership in the Arizona Metropolitan Trust (the "Trust") to provide employee benefits. The City's current term of membership as a Participating Entity of the Trust expires on June 30, 2021. The Trust's Board of Trustees has offered a three-year renewal membership to the City commencing on July 1, 2021, and terminating on June 30, 2024.

DISCUSSION:

The City issued a Request for Proposals for vendors to submit proposals related to employee medical, dental, vision and life insurance services. The proposals were reviewed and it was determined that renewal of the City's membership in the Trust is not in the best interest of the City and its employees. The City must provide written notification to the Trust of its intent to withdraw from the Trust no later than March 31, 2021.

BUDGET IMPACT:

The expenditure authority for the medical, dental, vision, and life insurance contracts will be incorporated into the FY2022 budget and will take the place of the City's prior expenditures related to the Arizona Metropolitan Trust (AzMT).

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution authorizing the withdrawal from the Arizona Metropolitan Trust and authorizing the City Manager to provide written notice to the Trust of the City's withdrawal.

RESOLUTION NO. 1015-0321

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE WITHDRAWAL OF THE CITY OF AVONDALE'S MEMBERSHIP IN THE ARIZONA METROPOLITAN TRUST.

WHEREAS, the Council of the City of Avondale (the "City Council") is empowered pursuant to ARIZ. REV. STAT. § 11-981(A) to procure health, accident, life or disability benefits for employees and officers of the City of Avondale (the "City") through either an insurer licensed by the State or a program of self-insurance; and

WHEREAS, on March 19, 2012, the City Council authorized the City's membership in the Arizona Metropolitan Trust (the "Trust") to provide employee benefits of the type generally described under the provisions of ARIZ. REV. STAT. §§ 11-952 and 11-952.01; and

WHEREAS, the City's current term of membership as a "Participating Entity" expires on June 30, 2021; and

WHEREAS, the Trust's Board of Trustees has offered a three-year renewal membership to the City commencing on July 1, 2021, and terminating on June 30, 2024; and

WHEREAS, the City Council (i) finds and determines that renewal of the City's membership in the Trust is not in the best interest of the City and its employees and (ii) wishes to withdraw its participation in the Trust; and

WHEREAS, withdrawal of its participation in the Trust requires written notification from the City to the Trust no later than March 31, 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 City Council hereby authorizes the withdrawal of the City's membership in the Trust.

SECTION 3. The City Council hereby authorizes the City Manager to provide written notice to the Trust of the City's withdrawal from Trust membership.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 22, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: 2) Resolution 1016-0321 - Authorizing the City Manager to Enter into Employee Benefits Contracts

MEETING DATE: 3/22/2021

TO: Mayor and Council

FROM: Cherlene Penilla, Deputy City Manager (623) 333-1015

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

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

PURPOSE:

City Council will consider a request to adopt Resolution 1016-0321, authorizing the City Manager to enter into contracts for the procurement of medical, dental, vision, and life insurance benefits and authorize Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City Council has authorized the City's withdrawal from the Arizona Metropolitan Trust and desires to establish a self-funded trust to provide medical, dental, vision, and life insurance benefits for employees and officers of the City. The City's withdrawal from the Trust will be effective June 30, 2021 and the City will need to have benefits available for the employees, effective July 1, 2021. Due to the shortened time frame, staff would like the ability to enter into contracts with the benefits providers in March/April of 2021.

DISCUSSION:

Due to the shortened time frame for establishment of a self-funded trust, the City Manager is requesting the authority to procure and enter into contracts with the benefits providers in March/April of 2021.

BUDGET IMPACT:

The expenditure authority for these contracts will be incorporated into the FY2022 budget and will take the place of the City's prior expenditures related to the Arizona Metropolitan Trust (AzMT).

RECOMMENDATION:

Staff recommends Council adopt a Resolution authorizing the City Manager to enter into contracts for the procurement of employee benefits.

RESOLUTION NO. 1016-0321

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE SUCH CONTRACTS AND TAKE SUCH ACTIONS AS NECESSARY FOR THE RETENTION OF SERVICE PROVIDERS, STOP LOSS INSURANCE AND ESTABLISHMENT OF BENEFIT PROGRAMS FOR THE CITY OF AVONDALE SELF-FUNDED EMPLOYEE BENEFIT TRUST.

WHEREAS, the Council of the City of Avondale (the “City Council”) is empowered pursuant to ARIZ. REV. STAT. § 11-981(A) to procure medical, dental, vision, and life insurance benefits for employees and officers of the City of Avondale (the “City”) through either an insurer licensed by the State or a program of self-insurance; and

WHEREAS, on March 22, 2021 by Resolution No 1015-0321, the City Council authorized the City’s withdrawal from membership in the Arizona Metropolitan Trust to provide employee benefits of the type generally described under the provisions of ARIZ. REV. STAT. §§ 11-952 and 11-952.01; and

WHEREAS, the City Council determined it was in the best interest of the City and its employees to establish a self-funded trust to provide medical, dental, vision and life insurance benefits, effective July 1, 2021 and desires to authorize the City Manager to procure and execute the necessary contracts for the proper operation of same.

WHEREAS, the City is in the process of establishing the City of Avondale Employee Benefit Trust and will bring for the trust documents for Council approval (the “Trust”) to provide employee benefits of the type generally described under the provisions of ARIZ. REV. STAT. §§ 11-952 and 11-952.01; and

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 City Council hereby authorizes the City Manager to procure and execute the necessary contracts for the provision of medical, dental, vision and life insurance benefits for the self-funded trust and related offerings to City employees.

SECTION 3. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to evaluate and execute all documents necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, March 22, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

CITY COUNCIL REPORT

SUBJECT: 3) Request for Positions in the Human Resources and the Finance and Budget Departments

MEETING DATE: 3/22/2021

TO: Mayor and Council

FROM: Cherlene Penilla, Deputy City Manager, (623) 333-1015

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) authorize the addition of three full-time equivalent (FTE) positions to include a Senior Human Resources Benefits Analyst and a Human Resources Benefits Specialist in the Human Resources Department as well as a Senior Budget Analyst in the Finance and Budget Department; (b) and authorize the Mayor, City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City has continued to experience fast-paced growth resulting in the addition of 100 positions between FY2018 and FY2021. In addition, the City is exploring the option of bringing benefits in-house which would require additional staff to properly manage the increased workload and perform analysis needed for this type of service.

Additionally, the Finance and Budget department is in need of additional Budget staff to help manage the City's growing budget and a change to in-house benefits, including performing complex analytical functions, routine budget maintenance, and continue to provide support to other City departments.

DISCUSSION:

With the change to self-funding the employee benefit program, the Human Resources Department is requesting a Senior Human Resources Benefits Analyst and a Benefits Specialist to administer the benefits directly and ensure proper management of employee leave, Americans with Disabilities Act (ADA) accommodations and continued regulatory compliance. The positions would be responsible for employee education and training; communication with hospitals, providers, and network contracts; compliance with reporting requirements. The additional staff will also assist in compliance with regular regulatory changes due to legislation and Internal Revenue Service (IRS) regulatory changes.

Some of the duties for these positions include, but are not limited to:

Senior HR Analyst – Benefits

- Liaise with insurance carriers and benefits/wellness program vendors to schedule meetings, presentations, and to ensure proper employee coverage
- Responds to inquiries and concerns from employees, providers, and vendors
- Resolves benefits questions and issues
- Communicates and prepares correspondence to employees, dependents, providers, and insurance carriers regarding the City's medical, dental, vision, wellness, Consolidated Omnibus Budget Reconciliation Act (COBRA), life, Family and Medical Leave Act (FMLA), ADA, short-term disability (STD), long-term disability (LTD), and public safety disability.
- Maintains Human Resource Information System (HRIS) and other benefit management systems for efficient communication and processing of open enrollment elections and maintenance of employee benefit data
- Researches new benefits-related laws and regulations and implements as needed within the city

Benefits Specialist

- Provides customer service by responding to inquiries and concerns from employees, providers, and vendors
- Reconciles benefits vendor accounts and billing statements
- Processes benefit actions in HRIS systems
- Assists with benefits administration, FMLA requests, short-term disability applications and open enrollment for benefits
- Processes and reviews employee membership and termination electronic file feeds with applicable vendor.

The Finance and Budget department is requesting a Senior Budget Analyst to address the increasing demands for analysis and reporting resulting from the City's conversion to a self-insured employee benefits program. Such a program requires monthly monitoring and reporting of sources and uses of funds, support for Trust Board meetings, multi-year financial forecasting, employer and employee rate modeling, compliance with regulatory requirements, and other ad hoc reporting. In addition, due to the growing complexity of the City's budget, this position would help provide the capacity to address revenue forecasting; user fee reviews and analysis; budgeting for community facilities districts and municipal improvement districts; and asset lifecycle reporting and replacement analysis.

Some of the duties for these positions include, but are not limited to:

Senior Budget Analyst

- Prepares, reviews, interprets, and analyzes a variety of information, data, and reports; and makes recommendations and presentations based on findings
- Prepares and reviews Trust Reports, presentations, and other reports as necessary
- Knowledge of legal regulations related to employee benefits budgeting and ensures compliance with those regulations
- Participates in the development of legal budget adoption and amendment schedules, resolutions, and Board and Council agenda items in conformance with statutory requirements.

BUDGET IMPACT:

The total cost of this request is \$303,900 which includes \$296,700 in annual ongoing costs and \$7,200 in one-time costs. The impact to the FY2021 budget is \$89,500, adjusted for filling positions beginning in April. The Human Resources and Finance and Budget Departments will utilize accumulated vacancy savings to fund the costs this fiscal year. The additional positions will then be included in the FY2022 recommended budget.

RECOMMENDATION:

Staff recommends Council approve the addition of three full-time equivalent (FTE) positions to include a Senior Human Resources Benefits Analyst and a Human Resources Benefits Specialist in the Human Resources Department as well as a Senior Budget Analyst in the Finance and Budget department, and authorize the Mayor, City Manager, and City Clerk to execute the necessary documents.

City of Avondale
FY 2021-22
Position Request Form

Please make your selections from the lists in the orange shaded fields and fill in the green shaded fields (note: technology items have already been filled in with IT's fund and division). In addition, you may select additional items to add by checking the boxes for those items.

Department: 350 - Finance & Budget
Position Title: Senior Budget Analyst
Grade: g14
Total FTE/s: 1.00

A. Personal Services							
Fund	Division	Object	Description		Ongoing Request	One-Time Request	Total Request
101	5800	5010	Salaries & Wages		84,200		84,200
101	5800	5050	Overtime				-
101	5800	5016	Cell Phone Stipend (select annual cost option --->)	-	-		-
101	5800	5110	Social Security (OASDI)		5,200		5,200
101	5800	5120	Retirement	ASRS	10,300		10,300
101	5800	5160	Health Insurance		11,800		11,800
101	5800	5180	Dental Insurance		600		600
101	5800	5190	Workman's Compensation	8810	100		100
101	5800	5220	Medicare		1,200		1,200
		Sub-total			\$ 113,400		\$ 113,400
							\$ 30,600

B. Contractual/Commodities							
Fund	Division	Object	Description	Select	Ongoing Request	One-Time Request	Total Request
101	5122	7081	Desktop & Monitors (2-22")	☐			
101	5122	7081	Laptop, Case & Monitors (2-22")	☒		2,100	2,100
101	5122	6325	Software (MS)	☐	400		400
101	5122	7081	Cell Phone	☐			
101	5122	6220	Cell Phone Service	☐			
101	5122	7081	Desk Phone	☒		300	300
101	5122	7085	Adobe Pro	☒	100		100
101	5800	7200	Uniform Purchase/Allowance	☐			
101	5800	6520	Training	☒	1,500		1,500
		Sub-total			\$ 2,000	\$ 2,400	\$ 4,400

Total Request	\$ 115,400	\$ 2,400	\$ 117,800
---------------	------------	----------	------------

Total F&B - FY2021 impact:	\$ 32,600	\$ 2,400	\$ 35,000
----------------------------	-----------	----------	-----------

City of Avondale
FY 2021-22
Position Request Form

Please make your selections from the lists in the orange shaded fields and fill in the green shaded fields (note: technology items have already been filled in with IT's fund and division). In addition, you may select additional items to add by checking the boxes for those items.

Department: 400 - Human Resources
Position Title: Senior Human Resources Analyst
Grade: g13
Total FTE/s: 1.00

A. Personal Services							
Fund	Division	Object	Description	Ongoing Request	One-Time Request	Total Request	April 1 start
101	5700	5010	Salaries & Wages	77,700		77,700	20,900
101	5700	5050	Overtime			-	-
101	5700	5016	Cell Phone Stipend (select annual cost option --->)	-		-	-
101	5700	5110	Social Security (OASDI)	4,800		4,800	1,300
101	5700	5120	Retirement ASRS	9,500		9,500	2,600
101	5700	5160	Health Insurance	11,800		11,800	3,200
101	5700	5180	Dental Insurance	600		600	200
101	5700	5190	Workman's Compensation 8810	100		100	-
101	5700	5220	Medicare	1,100		1,100	300
		Sub-total		\$ 105,600		\$ 105,600	\$ 28,500

B. Contractual/Commodities							
Fund	Division	Object	Description	Select	Ongoing Request	One-Time Request	Total Request
101	5122	7081	Desktop & Monitors (2-22")	☐			
101	5122	7081	Laptop, Case & Monitors (2-22")	☒		2,100	2,100
101	5122	6325	Software (MS)		400		400
101	5122	7081	Cell Phone	☐			
101	5122	6220	Cell Phone Service	☐			
101	5122	7081	Desk Phone	☐		300	300
101	5122	7085	Adobe Pro	☒	100		100
101	5700	7200	Uniform Purchase/Allowance				
		Sub-total			\$ 500	\$ 2,400	\$ 2,900

Total Request	\$ 106,100	\$ 2,400	\$ 108,500
---------------	------------	----------	------------

Total Sr. HR Analyst - Benefits - FY2021 impact:	\$ 29,000	\$ 2,400	\$ 31,400
--	-----------	----------	-----------

City of Avondale
FY 2021-22
Position Request Form

Please make your selections from the lists in the orange shaded fields and fill in the green shaded fields (note: technology items have already been filled in with IT's fund and division). In addition, you may select additional items to add by checking the boxes for those items.

Department: 400 - Human Resources
Position Title: Human Resources Specialist
Grade: g8
Total FTE/s: 1.00

A. Personal Services							
Fund	Division	Object	Description	Ongoing Request	One-Time Request	Total Request	April 1 start
101	5700	5010	Salaries & Wages	51,900		51,900	14,000
101	5700	5050	Overtime			-	-
101	5700	5016	Cell Phone Stipend (select annual cost option --->)	-		-	-
101	5700	5110	Social Security (OASDI)	3,200		3,200	900
101	5700	5120	Retirement ASRS	6,300		6,300	1,700
101	5700	5160	Health Insurance	11,800		11,800	3,200
101	5700	5180	Dental Insurance	600		600	200
101	5700	5190	Workman's Compensation 8810	100		100	-
101	5700	5220	Medicare	800		800	200
		Sub-total		\$ 74,700		\$ 74,700	\$ 20,200

B. Contractual/Commodities							
Fund	Division	Object	Description	Select	Ongoing Request	One-Time Request	Total Request
101	5122	7081	Desktop & Monitors (2-22")	☐			
101	5122	7081	Laptop, Case & Monitors (2-22")	☒		2,100	2,100
101	5122	6325	Software (MS)		400		400
101	5122	7081	Cell Phone	☐			
101	5122	6220	Cell Phone Service	☐			
101	5122	7081	Desk Phone	☐		300	300
101	5122	7085	Adobe Pro	☒	100		100
101	5700	7200	Uniform Purchase/Allowance				
		Sub-total			\$ 500	\$ 2,400	\$ 2,900

Total Request	\$ 75,200	\$ 2,400	\$ 77,600
---------------	-----------	----------	-----------

Total Sr. HR Specialist - Benefits - FY2021 impact:	\$ 20,700	\$ 2,400	\$ 23,100
---	-----------	----------	-----------

CITY COUNCIL REPORT

SUBJECT: Ordinance 2015-0321 - Sale of Real Property Located Near Avondale Boulevard and Van Buren Street

MEETING DATE: 3/22/2021

TO: Mayor and Council

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

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

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

PURPOSE:

City Council will consider a request to adopt Ordinance 2015-0321 authorizing the sale of approximately 12.99 acres of real property located at 11348 W Van Buren Street, Avondale, Assessor Parcel Number 102-57-263, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

This property is located within the Park Avenue District of The BLVD and is zoned The BLVD. The Park Avenue District is located east of Avondale Boulevard and north of Van Buren Street, and is the planned core of The BLVD.

Development within this District will be centered around a public gathering area that will accommodate events and activities that bring people into The BLVD, creating a vibrant, active street scene and, in turn, support local businesses. Permitted uses within the Park Avenue District include a mix of hotel, retail, restaurants, sports, entertainment, theater, cultural, multi-family residential (minimum 22 dwelling units per acre), studios, offices, and post-secondary education, all of which must be designed to interface with adjacent streets in an urban manner and feature modern, contemporary design.

Within the Park Avenue District, the City of Avondale owns a 12.99 acre parcel which is intended for multi-family residential use. The sale of this 12.99 acre parcel will allow the property to be developed, offering 22 dwelling units per acre, which will spark economic development in The Park Avenue District of The BLVD.

DISCUSSION:

In December 2020, CBRE issued a Request for Proposals (RFP) for the sale of the 12.99 acre property, seeking a multi-family developer. Woods Partners was the successful respondent to the RFP, and will purchase the Property for \$6,790,000 less closing costs.

Per The BLVD Specific Plan the development would yield a minimum of 22 dwelling units per acre.

The PSA includes an attachment for a forthcoming development agreement, requiring the developer to commence construction by an agreed upon deadline. A list of pre-closing deliverables, required to be submitted by the buyer, are also provided.

BUDGET IMPACT:

From the sale of the Property, the City will receive \$6,790,000 less closing costs.

RECOMMENDATION:

Staff recommends that the City Council adopt an ordinance authorizing the sale of 12.99 acres of real property located at 11348 W Van Buren Street for the amount of \$6,790,000 less closing costs.

ORDINANCE NO. 2015-0321

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY GENERALLY LOCATED EAST OF AVONDALE BOULEVARD, NORTH OF VAN BUREN STREET, IN AVONDALE, ARIZONA.

WHEREAS, the City of Avondale (the “City”) is the owner of real property totaling approximately ±12.99 acres generally located east of Avondale Boulevard, north of Van Buren Street (the “City Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interest may require; and

WHEREAS, the Council of the City of Avondale desires to sell whatever right, title or interest it has in the City Property.

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 sale of the City Property is hereby authorized, subject to such conditions as set forth in a purchase and sale agreement executed for the purpose of selling the City Property.

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, the City Finance Director and the City Attorney are hereby authorized and directed to take all steps and to execute all documents necessary to carry out the purpose and intent of this Ordinance.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
March 22, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2015-0321

[City Property Legal Description and Map]

See following pages.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
FINAL PLAT FOR PARK AVENUE EAST AT THE BLVD

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 6 FROM WHICH THE SOUTH QUARTER CORNER OF SAID SECTION 6 BEARS NORTH 89 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 2480.76 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 1245.51 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 52 MINUTES 45 SECONDS WEST, A DISTANCE OF 85.00 FEET TO A POINT IN THE WEST LINE OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 2005-1162708, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, SAME POINT ALSO LYING IN THE NORTH RIGHT OF WAY LINE OF VAN BUREN STREET AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE UPON AND WITH SAID NORTH RIGHT OF WAY LINE, SOUTH 89 DEGREES 07 MINUTES 15 SECONDS WEST, A DISTANCE OF 490.48 FEET TO A POINT IN THE EAST LINE OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 2008-0627997, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID EAST LINE, NORTH 00 DEGREES 04 MINUTES 28 SECONDS WEST, A DISTANCE OF 261.00 FEET;

THENCE CONTINUING UPON AND WITH SAID EAST LINE, NORTH 89 DEGREES 07 MINUTES 15 SECONDS EAST, A DISTANCE OF 0.31 FEET;

THENCE CONTINUING UPON AND WITH SAID EAST LINE, NORTH 01 DEGREES 12 MINUTES 26 SECONDS WEST, A DISTANCE OF 293.71 FEET TO THE SOUTH RIGHT OF WAY LINE OF FILMORE STREET AS SHOWN ON AVONDALE CITY CENTER PHASE 2 AS RECORDED IN BOOK 1095 OF MAPS ON PAGE 5, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, AND THE NORTHEAST CORNER OF THAT CERTAIN PARCEL DESCRIBED IN INSTRUMENT 2018-0264091, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE UPON AND WITH SAID SOUTH RIGHT OF WAY LINE, NORTH 89 DEGREES 05 MINUTES 38 SECONDS EAST, A DISTANCE OF 258.80 FEET TO THE EAST RIGHT OF WAY LINE OF PARK AVENUE;

THENCE UPON AND WITH SAID EAST RIGHT OF WAY LINE, NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 1202.94 FEET TO THE SOUTHWEST CORNER OF LOT "C" OF AVONDALE CITY CENTER PHASE 3 AS RECORDED IN BOOK 1163 OF MAPS ON PAGE 43, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE UPON AND WITH THE SOUTH LINE OF SAID LOT "C", NORTH 89 DEGREES 04 MINUTES 52 SECONDS EAST, A DISTANCE OF 243.89 FEET TO THE NORTHWEST CORNER OF WATERFORD SQUARE AS RECORDED IN BOOK 683 OF MAPS ON PAGE 27, OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE UPON AND WITH THE WEST LINE OF SAID WATERFORD SQUARE, SOUTH 00 DEGREES 16 MINUTES 11 SECONDS EAST, A DISTANCE OF 528.65 FEET;

THENCE CONTINUING UPON AND WITH SAID WEST LINE, SOUTH 00 DEGREES 18 MINUTES 54 SECONDS EAST, A DISTANCE OF 190.10 FEET TO THE NORTH LINE OF THE AFORESAID PARCEL DESCRIBED IN INSTRUMENT 2005-1162708;

THENCE UPON AND WITH THE NORTH LINE OF SAID PARCEL, NORTH 65 DEGREES 37 MINUTES 35 SECONDS WEST, A DISTANCE OF 11.07 FEET TO THE NORTHWEST CORNER THEREOF.

THENCE UPON AND WITH THE WEST LINE OF SAID PARCEL, SOUTH 00 DEGREES 19 MINUTES 20 SECONDS EAST, A DISTANCE OF 1043.86 FEET TO THE POINT OF BEGINNING AND CONTAINING 565,888 SQUARE FEET OR 12.991 ACRES OF LAND, MORE OR LESS.



FILE:V:\PROJECTS\2018\1018157 Avondale Survey On-Call\CAD\EXHIBITS\18157-PLAT EXHIBIT.dwg DATE:Oct, 06 2020 TIME: 07:46 am

AVONDALE CITY CENTER PHASE 3
BK 1163, PG 43, MCR

DALE EARNHARDT DR

AVONDALE CITY CENTER
PHASE 1
BK 1027, PG 31, MCR

CITY CENTER DR

AVONDALE CITY CENTER
PHASE 2
BK 1095, PG 5, MCR

WATERFORD SQUARE
BK 683, PG 27, MCR

FINAL PLAT FOR PARK
AVENUE EAST OF THE BLVD

UNSUBDIVIDED

UNSUBDIVIDED

VAN BUREN ST

SW COR SEC 6,
T1N, R1E



NTS

THIS IS NOT A PROPERTY
BOUNDARY SURVEY.

**Dibble
Engineering**

Dibble Engineering
Project No 1018157

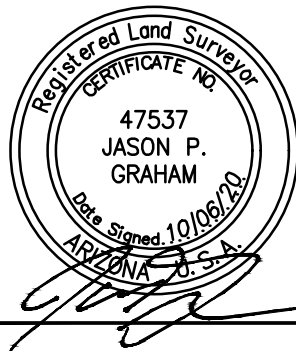


EXHIBIT "A"
FINAL PLAT FOR PARK AVENUE
EAST OF THE BLVD
A PART OF THE SOUTHWEST QUARTER
SECTION 6, T1N, R1E, GILA & SALT RIVER
MERIDIAN, MARICOPA COUNTY, ARIZONA

DATE: OCT 2020

DRN: CSD CHK: JPG

PAGE 3

Sale of Real Property – North Side of Van Buren St, Approx. 690 feet east of Avondale Blvd



CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1019-0321 - Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista (Application PL-20-0056)

MEETING DATE: 3/22/2021

TO: Mayor and Council

FROM: Kevin Murphy, Director, Development and Engineering Services, (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 to adopt Resolution 1019-0321 for Application PL-20-0056 Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista. The Plan is to reflect evolving economic development and planning conditions to attract new businesses and residential development to these areas. The intent of the Plan is to reflect the City's current level of expectation for revitalization in the next several years in the three areas. The Council will take appropriate action.

BACKGROUND:

In July 2014, the City of Avondale adopted the Historic Avondale Design and Development Guidelines for the basis of implementing design quality with new construction, renovations, and preservation in the Historic Avondale area (also referred to as Old Town). The goal of these design guidelines was to provide flexible design standards that support the revitalization of Historic Avondale while maintaining the area's small-town charm, fostering a pedestrian-oriented vibrant community, and enhancing the architecture, amenities, and street design. Since the guidelines were adopted, this area has improved with new businesses, façade renovations, street enhancements, and amenities specifically along Western Avenue, Central Avenue, and Dysart Road. A plan that provides a framework for not only Old Town but also the Cashion and Las Ligas/Rio Vista neighborhoods is beneficial to the long-term growth of these areas. These three areas encompass approximately 1,860 acres. The Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista establishes a framework of land uses, Western Avenue improvements, gateway intersections and key focus areas, placemaking, and economic development implementation strategies.

The Plan provides a vision to focus on areas within the Avondale community; Old Town, Cashion, and Las Ligas/Rio Vista. Old Town serves as a primary business district with opportunities for increased commercial businesses and a more pedestrian-oriented environment. The Las Ligas/Rio Vista area offers opportunities for new residential development and this increased density supports the nearby Old Town area. The Cashion area has opportunity for commercial and light industrial businesses as well as residential infill or open space on vacant parcels. Overall, the Plan provides a vision for residential neighborhoods and business areas to have access to services, places to dine, shop, and attend local events, and implements placemaking opportunities through neighborhood identification, art, and a sense of community.

DISCUSSION:

As a part of the Specific Area Plan process, a market analysis was completed to better define the economic market for the Old Town area. The completed market analysis focuses on development opportunities specific to this area and outlines market-driven considerations to help create a more attractive economic environment. The Old Town area benefits from relatively close proximity to Interstate 10 as well as higher traffic roadways such as Buckeye and Dysart roads. To plan for future growth in this area, a mixed-use central business district core with a restaurant and entertainment district may be a viable opportunity in the long term. Western Avenue and Dysart Road have destination restaurants already that support the need for destination establishments to create momentum for a district. Existing open space and nearby parks are also an asset for public gathering spaces.

The market analysis recommends the following: high density residential in the area to help induce additional retailers and restaurateurs; public “pop-up” events, concerts, movies at the park, farmers markets, and the like; preservation and enhancement of residential neighborhoods through infill and renovation; and public acquisition of private parcels over time for consolidation and redevelopment. There are opportunities for interim uses such as “pop-up” events to create additional foot traffic to nearby commercial establishments, provide additional sidewalk and vacant lot edge planting to improve the overall look of neighborhoods, signage and identification for neighborhood identity, and neighborhood beautification and a community awareness program for neighborhood safety. One weakness that the market analysis identifies is the overall lack of residential densities near Old Town. There is a need for a higher population in the Old Town area as successful downtowns studied have greater residential populations. This is a temporary disadvantage as the area has opportunity to experience growth.

City investments to these three areas have occurred from 2000 to 2020, with plans for improvements through 2027. These investments include CIP projects for the Sam Garcia library, police and fire facilities, Festival Fields Park, Resource Center, CDBG for streets and sidewalks, improvements on Central Avenue from Western Avenue to Van Buren Street, sidewalk repairs on Western Avenue from Dysart Road to Central Avenue, streets in Historic Avondale/Cashion/Las Ligas, Care 1st Resource Center, Avondale Community Center, 9th Street Aesthetics, and street, sewer, and water infrastructure projects. These investments from 2000 to 2020 total \$69,565,883. In addition, \$13,705,300 has been invested in public art, wayfinding signage, Western Avenue decorative/holiday lighting, housing development, Dysart and Central improvements, Western Avenue parklets, infill program incentives, business micro-lending, business façade improvements, home repair program, and Sam Garcia children’s playground. Also, investments of \$11,326,645 from 2006 to present include CDBG and the HOME investment Partnership Program/AZ Department of Housing. Investments have been made in Make A Difference Day from 2000 to present for home repairs, volunteer service hours, and value of donated services totaling \$98,352. Current and upcoming CIP projects from FY20-21 to **FY26-27 are budgeted for street and infrastructure improvements totaling \$30,963,329.** Projects include the Historic Avondale Infrastructure Improvements Program, Western Avenue roadway improvements from 4th Street to Central Avenue, 9th Street improvements, Dysart Road right-of-way improvements from Van Buren Street to MC85/Buckeye Road, parking lot improvement at 6th Street and Western Avenue, slurry seal and asphalt patching in Historic Avondale, and wayfinding signs.

The Old Town area now has new colorful signage. A public parking sign was installed at the southeast corner of Western Avenue and 6th Street, making it easier for visitors to find public parking. This parking lot was recently improved with new pavement, parking spaces, and a light pole. Also, three wayfinding signs were installed in Old Town promoting local attractions at southbound 3rd Avenue south of Western Avenue, southbound Central Avenue south of Western Avenue, and northbound Central Avenue north of the railroad tracks. These signs further market attractions in the area.

PUBLIC PARTICIPATION:

The Specific Area Plan process included various forms of communication and engagement, a team of City staff, completion of the market analysis, an Ad Hoc Committee meeting with property and business owners

and interested parties, two Community Meetings, and various outreach efforts. City staff from various departments were in contact with area property owners, business owners, and residents conducting in-person meetings, tours of the areas, walking the business district to meet business owners, phone calls, and attending the two Community Meetings to receive input for the Plan.

City staff held tours of the areas and in-person meetings with local business owners and resident/stakeholders, real estate/development professionals, and Councilmembers in September and October 2019. The real estate/development professionals tour in September 2019 included ten experts in the business of commercial, industrial, retail, and residential real estate, private development, architecture, general contracting, and financial institutions. The attendees toured Cashion, Las Ligas/Rio Vista, and Old Town neighborhoods. A meeting held after the tour offered discussion on investment opportunities, barriers, and ideas for the three neighborhoods. The experts provided valuable information regarding potential development opportunities in the area, as well as other ideas the City can pursue in continuing the efforts towards revitalization in the three neighborhoods.

A meeting/tour invite for October 2019 was sent to 20 business owners/residents in the Old Town area; 8 attended. Suggestions from attendees included building an interactive park for kids in Cashion, promote more townhomes and single-family homes instead of apartments in Las Ligas, build a community swimming pool in Las Ligas, add softball and soccer fields along the Agua Fria River area, and provide more art murals. In addition, attendees commented having string lights along Western Avenue would be nice, they want areas to be improved for day and night use, would like to maintain the area's history, add new businesses, add gathering spaces, add speakers with music, some support corporate businesses while others do not, like the area to be referenced as Old Town, upgrade business façades, add a movie theater, add directional signage, and add banners to advertise.

In November 2019, City staff reached out to those invited to the October 2019 meeting/tour as well as others in the Old Town area to complete a survey; over 100 stakeholders were contacted. Staff called residents and businesses and went in-person to businesses along Western Avenue and Central Avenue to gather feedback on survey questions. Feedback was similar to prior communications with owners; however, many businesses and residents opted not to respond to survey questions. Questions included what is your favorite attribute for living and working in the Old Town area, as a business/resident what are the challenges you face daily and what can the City do to help, are there additional resources the City could provide to further your success, what other businesses would compliment the area, what is your vision for the area, what makes your neighborhood unique, would you like to see more multi-family residential, how would you rate your neighborhood from a scale of 1-10, are there enough City services in your neighborhood, and do you walk or drive to shopping/events/City services.

Responses about the Old Town area included the area is calm, small, short commute to work, long time residents exist; challenges including wanting more daily customers to their business, resolve unkept homes, lack of parking by library, speeding on Western Avenue, add more street lights, and maintain public safety enforcement. Other comments included wanting to see additional resources such as fill vacant properties, restaurants are good but too many auto shops, provide more information on City services/processes and Zoom or ride share to the area, allow more signage such as A-frame signs, assist with publicity, have events on other streets besides Western Avenue, and add more benches by sidewalks. Suggested businesses included a fabric store, laundromat, more breakfast type restaurants/coffee shop, convenience store, nail salon, art galleries, and a grocery store. Also, provide more owner-occupied units versus rentals and provide modern upgraded/luxury apartment or condos.

In January 2020, an Ad Hoc Committee meeting was held with City staff, real estate professionals, business owners, and residents/stakeholders to discuss and gather feedback on economic growth and identity of the three areas to help draft the Specific Area Plan. There were 22 attendees in addition to 12 City staff, totaling 34 attendees. City staff presented the three areas with early concept renderings and asked for attendees for

their feedback on what they see for the future of these neighborhoods.

In March 2020, two Community Meetings were held on Wednesday, March 11, 2020 and Saturday, March 14, 2020. The Wednesday meeting had 75-80 attendees and the Saturday meeting had 15 attendees. Attendees at both meetings completed questionnaires specific to each of the three areas. Postcards were mailed to over 2,400 recorded property owners with Maricopa County Assessor's Office who own property in the three areas. The postcards were printed double-sided in English and Spanish and included staff's contact information. Several community residents and business owners called, emailed, or came to City Hall to speak with staff to learn more about the Plan, ensuring this Plan was not removing their homes or businesses which was a concern with a few persons. Notification also included seven public meeting/hearing signs installed among the three areas with meeting dates, times, and contact information, a newspaper notice, and information was located on the Economic Development Department's website and aVoice/Polco. One comment was provided on aVoice/Polco in support of the Plan.

A summary of the Community Meetings' attendee questionnaire comments is attached to this staff report. In brief, for Las Ligas/Rio Vista, comments included wanting to see more residential development, keep the area clean, and provide public art. For Cashion, comments included maintaining clean neighborhoods, having an identity, add public art, and add new commercial businesses. Lastly, for Old Town, comments included having a Mercado, encourage more pedestrian traffic, add more murals, have an identity, add more shops, add more commercial uses to support the area, and improve Western Avenue. Additional feedback included addressing homelessness, needing more streetlights, signage to identify each area, more police presence, add businesses, and develop vacant lots.

Questions and comments from public outreach and participation, inquiries, and City staff discussion helped shape the Specific Area Plan. Part of the discussion was how persons refer to the Historic Avondale area. The historic area of Avondale has been referred to as "Historic Avondale" – a designation adopted for the area several years ago - and informally, as "Old Town". Through numerous discussions with community members, property and business owners, including an online NextDoor survey which yielded 49 respondents, an in-person survey of 17 businesses in the area, and an email survey to attendees of the Community Meetings receiving 13 responses, it was apparent that "Old Town" was the preferred name for the area and still used frequently. As a result, the Specific Plan refers to the historic area as "Old Town".

The Plan's timeline to be presented to and receive feedback from City Council and Planning Commission was delayed due to Covid-19. Eventually, the Plan was presented to City Council as a discussion item on December 7, 2020, and at Planning Commission as a discussion item on January 20, 2021. Staff received feedback and support for the Plan. Staff received questions and comments from City Council on the following topics: Adding trees in the three areas to aide in the heat island effect, look for affordable housing opportunities, artwork in these areas, Cashion park and splash pad idea is good, have further community engagement, look at development opportunities for County properties along Buckeye Road, economic development initiatives for business retention/new businesses/small business owner tools, entry signs to Old Town and other areas, string lights along Western Avenue, long term funding plan for improvements, naming of Old Town/Historic Avondale, City-owned parcels through Neighborhood Stabilization Funds, OTAB boundary changes need to consider parking demand, enhance parks in Old Town with amenities, provide more parking in Old Town to support long term viability and business growth, round-a-bout at Western and Dysart needs a traffic study and look at other possible locations, string lights on Old Town's Western Avenue would generate more pedestrian and vehicle traffic, and install a statue of Sam Garcia to honor him.

The Plan was presented to the Neighborhood and Family Services Commission on February 10, 2021. Commission members commented that they appreciate the Plan coming forward and asked if there was a central theme determined to identify the areas or any studies completed to look at what the identities would be; City staff advised the theme design has not been determined at this time. They asked if the parks in Old Town, Cashion, and Las Ligas will have Wi-Fi service. Wi-Fi is planned for parks citywide.

Prior to the scheduled public hearings for Planning Commission February 17, 2021 and City Council March 22, 2021, City staff emailed attendees of the Community Meetings and business owner contacts in Old Town, who provided their email address, on the status of the Plan with upcoming public hearing dates/times, a website link to the draft plan, Zoom meeting website links, and City staff's contact information. In addition, postcards were mailed to over 2,400 property owners recorded with Maricopa County Assessor's Office informing them of the two scheduled public hearings for Planning Commission and City Council. The postcards were printed double-sided in English and Spanish. It is not uncommon that numerous postcards are returned due to property owners not updating their recorded mailing address with the County, which was approximately 100 returned postcards. In addition, the public hearings were advertised on hearing sign boards throughout the three areas, in a newspaper notice, and on aVoice/Polco. City staff received about 12 phone calls and emails from postcard recipients inquiring about what the plan is, how it relates to their area, and how they can participate in the scheduled public hearing meetings. One business owner/resident provided their knowledge on City efforts throughout the years to improve Old Town and has concerns with the Plan, specifically not wanting the round-a-bout and instead prefers a traffic signal at Dysart Road and Western Avenue. They also conveyed concerns with lack of resident and business owner involvement and their need to participate and wanting ongoing City meetings to keep residents and business owners informed before decisions occur.

Attachments for this staff report include the Specific Area Plan with two appendices, a market analysis and Western Avenue Corridor Parking Demand Study, as well as a summary of comments from the two Community Meetings.

The complete Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista has been placed on the Development and Engineering Services Department's brochures and publications webpage for public viewing.

PLANNING COMMISSION ACTION:

On February 17, 2021, Planning Commission conducted a public hearing and voted 7-0 to recommend approval of the proposed Specific Area Plan. The Commission commented on their support for the Plan and had no concerns.

Several members of the public attended the Planning Commission meeting via Zoom and participated by asking questions and providing comment.

In brief, one attendee felt the City needs to have in-person meetings with property owners in these areas as many only like to meet in-person versus a meeting online or attending a community meeting, they recommend meeting at a public park to keep owners informed and have someone who can speak in Spanish since most area residents speak Spanish. A couple of attendees commented that renters should be notified of public meetings and not just recorded property owners since most homes have renters. They asked how the City could contact renters. One attendee's family has been a long time Avondale resident with family in Cashion and is also a realtor conveying their interest with the Plan and initiatives to further growth. Another attendee has concerns with expanding the OTAB boundary feeling it would displace renters in that area for commercial use and that renters already have a hard time finding places to rent. Another attendee asked what the City is doing to help businesses start up and if there were plans for any facilities where they could start a business. This same person asked if the City was doing a study for the round-a-bout, if the City was going to do any eminent domain and is concerned this Plan will create gentrification. Staff referred to Economic Development's resources to help small businesses, stated a traffic study is being planned, there is no intention for eminent domain, and with revitalization there will be new residents and businesses to the area. This person also asked if the City was keeping a list of renters and how many there are. Staff conveyed renter information is not collected as cities utilize the County's property ownership database to comply with notification requirements. Another attendee asked how the City will keep in touch with property owners and keep them informed. Staff advised once the Plan is approved, over time there will likely be further public outreach to address different components of the Plan. Lastly, another attendee conveyed they were on a

committee some time ago that discussed signage and the round-a-bout in this area, but nothing ever occurred and supports those elements in the Plan.

BUDGET IMPACT:

The Economic Development Implementation Strategies will require significant investment of public funds. Some strategies are already included in the adopted budget, while others will require identification of new revenue sources or an additional commitment of general funds.

RECOMMENDATION:

City Council should conduct a public hearing and **ADOPT** the Resolution approving Application PL-20-0056 Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista.

PROPOSED MOTION:

I move that City Council ADOPT the Resolution approving Application PL-20-0056 Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista.

RESOLUTION NO. 1019-0321

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE SPECIFIC AREA PLAN FOR OLD TOWN, CASHION, AND LAS LIGAS/RIO VISTA.

WHEREAS, the Council of the City of Avondale (“City Council”), in July of 2014, adopted the Historic Avondale Design and Development Guidelines (“Old Town Guidelines”) as the basis of implementing design quality while maintaining the area’s small-town charm, in the development of the Historic Avondale area (“Old Town”), generally bounded on the north by Van Buren Street, on the south by Lower Buckeye Road, on the west by Litchfield Road and on the east by 127th Avenue; and

WHEREAS, in 2019, and in connection with a commissioned Market Analysis of Revitalization Areas (“Avondale Market Analysis”), the City began work on a plan to spur development, redevelopment and revitalization in the Old Town area, as well as in the Cashion and Las Ligas/Rio Vista neighborhoods; and

WHEREAS, in 2019, the City’s traffic engineering staff studied parking demand and inventory in Old Town, and in 2020, the City issued a report entitled Western Avenue Corridor Parking Demand and Inventory (“Western Avenue Parking Study”), which provides information relevant the City’s overall plan to encourage development and revitalization in the Old Town area; and

WHEREAS, the Old Town, Cashion, and Las Ligas/Rio Vista areas are comprised of approximately 1,861 acres; and

WHEREAS, pursuant to the conclusions, findings and recommendations in the Avondale Market Analysis, and the Western Avenue Parking Study, the City has developed the Specific Area Plan for Old Town, Cashion and Las Ligas/Rio Vista (“SAP for Old Town, Cashion and Las Ligas/Rio Vista”); and

WHEREAS, the SAP for Old Town, Cashion and Las Ligas/Rio Vista sets forth the land use and design guidelines consistent with the City Council’s vision for Old Town and the other studied areas, and is designed to replace, and hereby replaces, the Old Town Guidelines; and

WHEREAS, the Zoning Administrator has determined that the SAP for Old Town, Cashion and Las Ligas/Rio Vista is consistent with the City of Avondale General Plan; and

WHEREAS, all due and proper notice of the public meeting held by the City of Avondale Planning Commission (the “Commission”) were given in the time, form and substance required by Ariz. Rev. Stat. § 9-461.09; and

WHEREAS, on February 17, 2021, the Commission held a public hearing on the SAP for Old Town, Cashion and Las Ligas/Rio Vista, sought and received public input at the public hearing and unanimously recommended that the City Council adopt the SAP for Old Town, Cashion and Las Ligas/Rio Vista; and

WHEREAS, on March 22, 2021, the City Council held a public hearing on the SAP for Old Town, Cashion and Las Ligas/Rio Vista.

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

SECTION 1. The recitals above are hereby incorporated into this Resolution as if fully set forth herein.

SECTION 2. The Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista, is hereby adopted in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

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, March 22, 2021.

Kenneth N. Weise, Mayor

ATTEST:

Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1019-0321

[Specific Area Plan for Old Town, Cashion, and Las Ligas/Rio Vista]

See following pages.



SPECIFIC AREA PLAN

OLD TOWN | CASHION | LAS LIGAS/RIO VISTA







TABLE OF CONTENTS

1.0 Introduction	4	2.1 Development Form	33
• History • Overview • Guiding Principles • Purpose • Vision • Existing Development within the Specific Plan		• Site Design • Landscape Design • Building Architecture • Signage • Public Art/Beautification • Open Space • Light Fixtures • Parking	
1.1 General Plan	8	3.0 Economic Development Implementation Strategies	39
1.2 Administration	8	3.1 Development Goals and Strategies	39
• Plan Organization • A Policy Plan • Development Review Process		3.2 Funding Strategies	43
2.0 Specific Plan Districts	11	• Arizona Special Taxing Districts • Government Property Lease Excise Tax (GPLET) • Central Business District (CBD) • Community Development Block Grant (CDBG)	
• Old Town District • Cashion District • Las Ligas/Rio Vista District • District Concepts • Gateway Intersections • Key Focus Areas • Circulation • Placemaking		Appendices	
		• Market Analysis • Western Avenue Parking Study	

FIGURES AND TABLES

FIGURES

- Figure 1-1 Regional Area
- Figure 1-2 Revitalization Plan Areas
- Figure 1-3 Infill Areas
- Figure 1-4 Neighborhoods
- Figure 2-1 Old Town District
- Figure 2-2 Gateway Entry at Western Avenue and Dysart Road Roundabout
- Figure 2-3 Southwest corner of Dysart Road and Western Avenue Parking Area
- Figure 2-4 Key Focus Area 1, West of the northwest corner of East Hill Drive and North 5th Street
- Figure 2-5 Key Focus Area 2, Southeast corner of East Hill Drive and North 3rd Street
- Figure 2-6 Key Focus Area 3, Reuse of City Police Property and Sernas Plaza
- Figure 2-7 Key Focus Area 4, Dennis DeConcini Park Amenities
- Figure 2-8 Key Focus Area 5, Existing and Proposed OTAB Zoning Area
- Figure 2-9 Key Focus Area 6, West of the southwest corner of Dysart and Buckeye roads
- Figure 2-10 Cashion District
- Figure 2-11 Key Focus Area 9, North side of Buckeye Road west of 107th Avenue
- Figure 2-12 Key Focus Area 11, Cashion District Park Amenity

TABLES

- Table 1-1 Economic Development Implementation Strategies



RESOLUTION NO. XXXX-XXX

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, ADOPTING THE MULTI-FAMILY RESIDENTIAL DESIGN MANUAL.

WHEREAS, the City of Avondale Zoning Ordinance establishes the requirement for site plan review and imposes development standards and sets design standards to address a wide range of design, siting and environmental issues related to commercial, industrial and multi-family residential development; and

WHEREAS, the City Council of the City of Avondale (the “City Council”) adopted the City of Avondale Commercial, Industrial, and Multi-Family Residential Design Manual by Resolution No. 2724-208 on February 19, 2008, in order to supplement and reinforce the site plan review standards and establish clear and comprehensive design recommendations for all commercial, industrial, and multi-family residential development; and

WHEREAS, the City of Avondale (the “City”) desires to revise and update the standards and design recommendations by adopting separate manuals for commercial and industrial and multi-family residential development; and

WHEREAS, on August 12, 2019, the City adopted the Commercial and Industrial Design Manual and now desires to adopt the Multi-Family Residential Design Manual (the “Design Manual”).

WHEREAS, the City has engaged the community to introduce the proposed Design Manual and has encouraged participation from both Avondale residents, the Arizona Multihousing Association, and the development community; and

WHEREAS, the Design Manual furthers the goals and policies of the City’s General Plan and emphasizes visual character, health, environmental conscious design and pedestrian-friendly communities to establish a healthy sustainable community; and

WHEREAS, the Planning and Zoning Commission reviewed the proposed Design Manual on September 19, 2019 and recommended approval; and

WHEREAS, the City Council reviewed the Design Manual during its regular meetings on August 12, 2019 and October 28, 2019.

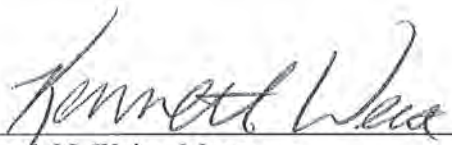
NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

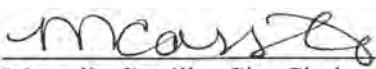
SECTION 1. The Multi-Family Residential Design Manual is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

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 carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, October 28, 2019.

ATTEST:


Kenneth N. Weise, Mayor


Marcella Carrillo, City Clerk

APPROVED AS TO FORM:


Michael Wawro, City Attorney



RESOLUTION CONTINUED

PLACEHOLDER



1.0 INTRODUCTION

History

Originally known as Coldwater Stage Station in the 1890s, commerce was at the heart of Avondale. Avondale had its beginnings as one of the very earliest stagecoach stations and post offices in the region, supplying travelers with provisions on their way from Tucson to northern Arizona and California. The town's most famous historical figure, Billy Moore, established a saloon, general store, and stage stop near the Agua Fria crossing.



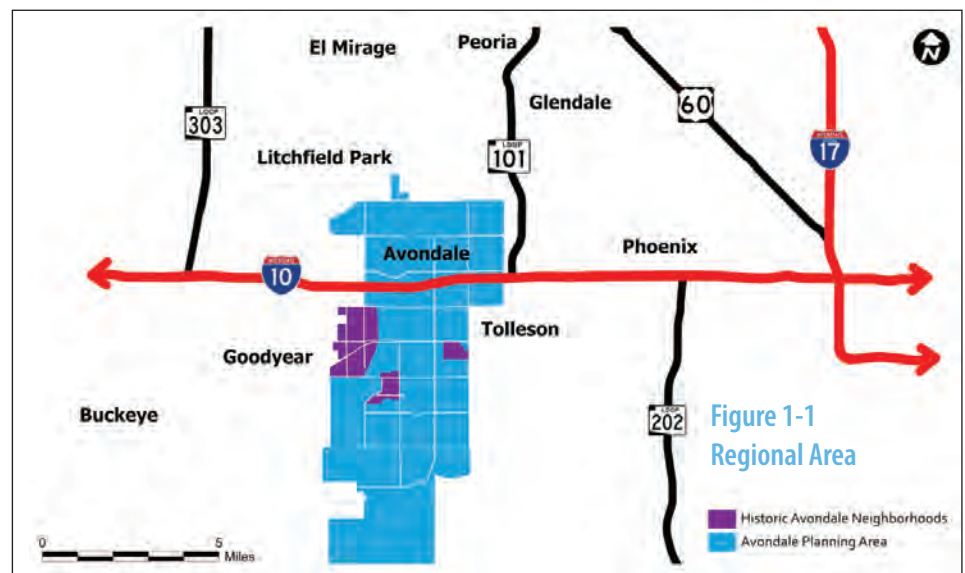
While the town site moved twice, it settled in 1911 with a new post office and new name, Avondale. Billy Moore, a renegade who supposedly rode with the infamous Civil War's Quantrill Gang, was fond of embellishing facts with fiction. He was also shrewd enough to invest money in land speculation. In the early 1900s, one could buy an acre of land in the West Valley for a quarter, and Moore became the largest landowner by buying 280 acres for 70 silver dollars. Moore demonstrated his gambling spirit by opening a general store and saloon. His Coldwater Station was a watering hole for stagecoach drivers who crossed the arid desert for the promised land of California. This story and others led to Western Avenue growing to become the "heart" of Avondale.

Typical of small western towns, Western Avenue developed its eclectic, southwestern style based on elements that reflected its past; ranching, the railroad, and cotton farming industries, elements that can still be seen today in the area's simple, yet elegant, territorial and ranch style architecture.

Overview

The City of Avondale is located 15 miles west of downtown Phoenix with access to three major freeways (Interstate 10, State Highway Loop 101, State Highway Loop 202, and the future SR-30). With several hundred acres of accessible and developable greenfield land, a rich history, and landmark destinations, the City of Avondale continues to thrive. The Specific Plan is made up of three very distinct areas referred to as Old Town, Las Ligas/Rio Vista, and Cashion, as shown below in Figure 1-1.

In 2019, the City of Avondale set forth an initiative to bring new development and revitalization in the next five years to the oldest areas of Avondale: Historic Avondale (also known as Old Town to many), Cashion, and Las Ligas/Rio Vista. The Specific Plan serves as an initiative to further growth opportunities for the next several years and beyond. Through an economic development evaluation, the





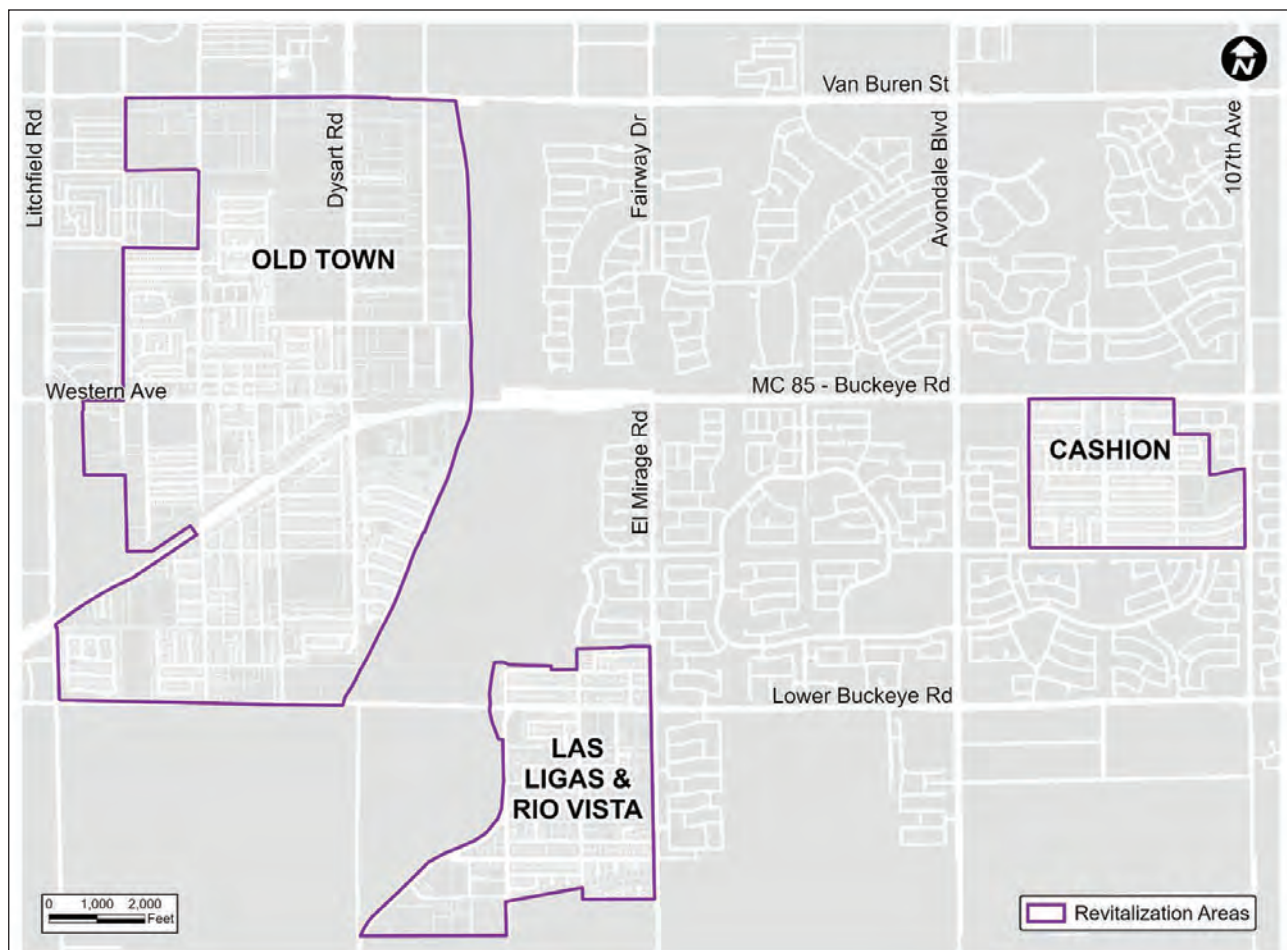
City highlighted and evaluated opportunity sites ready for development as well as areas for enhancements to streets, amenities, land uses, and identification. The City worked with business and resident representatives of the three areas, development experts, and the citizens at large to shape this Specific Plan.

The three areas identified in this plan include a mix of residential housing types including single-family residential, townhomes, apartments, and mobile homes as well as commercial retailers, restaurants, offices, places of worship, public facilities and parks, and service providers such as automotive repair and light industrial businesses. The areas also include vacant land with opportunities to develop with commercial, residential, and light industrial respective to the area. All three areas contain the City's greatest concentration of older commercial buildings, and residential homes. **The economic success of the area is in many ways dependent on maintaining the existing character and quality that sets the areas apart from other shopping destinations.** For this reason, the preservation and restoration of older buildings in these three neighborhoods is of great importance.

The Plan is a specific area that implements the General Plan by providing development and design guidance for new development within the planning area. The Plan focuses on three neighborhood/districts that make up the total planning area of approximately 1,861 acres and is intended to encourage land use integration that supports the development of Avondale's older areas with new development, new businesses, public engagement, and an economically thriving and vibrant destination.

The Plan comprises three area districts; Old Town, Cashion, and Las Ligas/Rio Vista, which have visibility along major arterial streets and easily accessible within the City and the region, as shown below in Figure 1-2.

Figure 1-2 Revitalization Plan Areas





Guiding Principles

Through a coordinated public and private effort, the Plan relies on four guiding principles to develop the Plan. These principles are:

- ▶ Encourage well-placed, well-designed commercial and residential developments
- ▶ Create a walkable, livable environment with plentiful open space
- ▶ Encourage a mix of residential, office, retail, restaurant, and service uses along with entertainment activities
- ▶ Foster high-quality development reflective of present-day market conditions while preserving the areas' culture and the opportunity for the area to flourish in the future

Through these principles, the Plan focuses on uses that will stimulate growth and establish thriving older areas. The Old Town area comprised of Buckeye Road/MC85, Western Avenue, Central Avenue, Dysart Road, and several residential districts is intended to have day-to-night activity, an 18-hour environment, by creating the appropriate balance of retail shops, unique restaurants, employment opportunities, open space, and residential uses.

This Specific Plan (The Plan) focuses on economic development steps, land use and zoning, marketing and branding, and revitalization. In short, the Plan is intended to promote new development and revitalization of the three areas in Avondale – Old Town, Cashion, and Las Ligas/Rio Vista.

Purpose

The purpose of the Specific Plan is to set the framework and vision for the areas. The Plan will serve both the residents and the business community with a well thought out path for future growth with implementation strategies. By creating a unique, iconic, and pedestrian-friendly destination within Avondale's specific areas the City in partnership with its residents can set the expectations for the future. This will be accomplished through sound planning practices and land use decisions.



The planning area has seen over \$80 million in public investment since 2000 through Western Avenue streetscape improvements, neighborhood street improvements, Madison Heights, City facilities including the Sam Garcia Library, Resource Center (under construction), Police Department, and open space/ parklets, bike paths on Central Avenue, lighting on Dysart Road, neighborhood district identification, new signage, wayfinding signs, and the opening of new businesses. Both short- and long-term public and private investment will be necessary to realize the vision of the Plan.



The Plan contains several underdeveloped properties both privately and City owned. These properties create an important opportunity to contribute to the City's economic development and provide local employment, dining and shopping experiences, and services that will further strengthen the City's historic areas.

The areas contain many of Avondale's oldest buildings, including commercial and residential. The commercial areas should be carefully preserved, and buildings adapted to modern uses with new development carefully integrated into the area.



The residential areas should also be preserved while allowing for infill residential development on vacant parcels and allow for applicable business-oriented zoning on specific residential streets in Historic Avondale.

Because of the unique physical conditions of the area, including the Union Pacific Railroad tracks and State Route MC85 (Buckeye Road/Main Street), and the important role the Specific Plan will play in the future, this type of Plan has been selected as the most effective strategy to guide future development.

Vision

Through a coordinated public and stakeholder engagement effort, a vision for the Plan was established. The Specific Plan focuses on important areas within the Avondale community.

The Old Town area serves as a primary business district that is pedestrian-oriented with shops, restaurants, small plazas, and parklets that provide Avondale's growing population with an exciting and vibrant sense of place. Specified existing residential areas have opportunities for conversion to commercial uses such as cafes, boutiques, artist studios, and the like.

The Las Ligas/Rio Vista District offers opportunities for new residential development in this area. Increased residential density in this area further supports the nearby Historic Avondale District and Buckeye Road business areas.

The Cashion District has opportunity for commercial and light industrial business along Buckeye Road (MC85/ Main Street) as well as residential or open space infill on vacant parcels within the residential neighborhood.

Overall, the Plan provides a vision for residential neighborhoods and business areas to have access to services, places to dine, shop, and attend local events.



Existing Development within the Specific Plan Area

Western Avenue

The central business district is Western Avenue, developed with restaurants, retailers, offices, automotive services, and other personal service businesses. Western Avenue serves as a thoroughfare to and from Central Avenue to Dysart Road with access to Buckeye Road.

Buckeye Road (MC85/Main Street)

A major transportation corridor for locals, travelers, and industries, Buckeye Road is a State Route (MC85) that bisects the Old Town area. Many commercial and industrial businesses, churches, and residences are developed along this corridor.

The area south of the Union Pacific Railroad tracks along MC85 is home to a group of silos which is a major landmark and very a significant attribute to the area and long-time residents of the Cashion neighborhood which should be preserved.

Dysart Road

This arterial street serves as business district and access to residences, commercial businesses, an industrial business park, and a school. Dysart Road ends at Lower Buckeye Road to the south, thus, providing a northbound accessway to northern Avondale.

Central Avenue

The Central Avenue corridor borders the western edge of Historic Avondale providing access to existing residential neighborhoods, commercial businesses, places of worship, and public and private schools.

1.1 GENERAL PLAN

A concurrent Text and Map Amendment to the Avondale General Plan 2030 is necessary so that the General Plan 2030 reflects the uses and vision for the historic areas as identified in this Plan.

1.2 ADMINISTRATION

Plan Organization

The Specific Plan lays out detailed provisions for land use, circulation, open space, and design form, along with an implementation plan. The Plan is organized as follows:

Chapter 1 of this document includes background information, summarizes the major conclusions determined during the team's initial research about the site context and existing conditions.

Chapter 2 presents the design framework by establishing the land use expectations and Districts. This framework is designed to foster revitalization in the three historic areas.

Chapter 3 provides the economic development implementation strategies.



A Policy Plan

The Specific Plan is a policy plan. The provisions are guidelines which will serve as a guide for evaluating proposed developments. The quantitative provisions of the Plan establish targets and provide a basis for project review, but they are not mandatory standards. The primary goal of the Plan is to ensure that the overall desired character and intensity of development is achieved in the Specific Plan as projects are built over time. Applicants may submit projects that meet the overall intent of the Plan but do not comply with all the development guidelines. Any project application should include an explanation of how the project meets the overall objectives and guidelines of the Specific Plan, and a justification for any departures from the Plan.

Development Review Process

- ▶ **Annexation.** Any properties that are not currently within the City limits must apply for annexation and be accepted according to the City's standard procedures.
- ▶ **Zoning.** All properties require proper zoning prior to development. Properties outlined in this Plan for zoning change, such as Old Town Avondale Business District zoning (OTAB) or other, require rezoning prior to development. The City will initiate the rezoning process for properties eligible for Cashion Business District (CBD) zoning.
- ▶ **Design Review.** A pre-application as well as Site Plan and Design Review must be submitted and approved prior to any development. The site plans, landscape plans, building elevations, and other components of the proposed development will need to be consistent with the Specific Plan and comply with all Zoning Ordinance requirements.
- ▶ **Flexibility in Development.** The City understands that typical development requirements such as stormwater retention, parking, setbacks, utility undergrounding, fire suppression, impact fees, and the like can often make development difficult when applied to smaller infill parcels that characterize the revitalization areas. These requirements may drive the cost of a project higher than the market can support or simply require more land than is available. While sites must still function in a safe and orderly manner, the City has taken steps to lessen the burden of redevelopment within the Specific Plan areas and provide several incentive options to spur growth and attract new development as listed below.
 - To provide further development opportunities and ***flexible development standards*** for the area, the Historic Avondale Infill Overlay Zoning District (HAIO) was adopted by the City Council in November 2013. When viewed as a companion to this document, the HAIO District (Zoning Ordinance Section 504) provides a powerful tool for business development by allowing for flexible development standards, including but not limited to, reduced setbacks and decreased parking requirements. Rezoning to the HAIO District may be requested for any property within the boundaries of Historic Avondale.
 - The City reduces building permit and plan review fees by fifty (50) percent for all construction permits, commercial and residential, within specific areas of Historic Avondale as delineated by Avondale City Code Chapter 19 Article IV, and as shown in Figure 1-3 below.
 - The City offers accelerated plan review services for all projects adjacent to Western Avenue. Additionally, any project within the entire Historic Avondale area boundary is eligible for accelerated plan review if it incorporates green building standards.
 - The City does not charge a "tap fee" for making a water connection for a fire sprinkler system. The City does not charge a "standby fee" for a water connection for a fire sprinkler system.



- The International Fire Code and the International Building Code include a multitude of “trade-offs” to reduce the cost of building construction when a fire sprinkler system is installed. In most cases these “trade-offs” save significantly more money than the installation of sprinklers costs. In addition, development within a “locally designated historic district” is eligible for relief from the International Energy Conservation Code. Through adoption of this document, development in Historic Avondale will become eligible for this relief.
- Engineering and traffic design standards may be waived or relaxed at the discretion of the City Engineer, on a case-by-case basis, so long as the proposed standard modification does not constitute an unsafe condition.

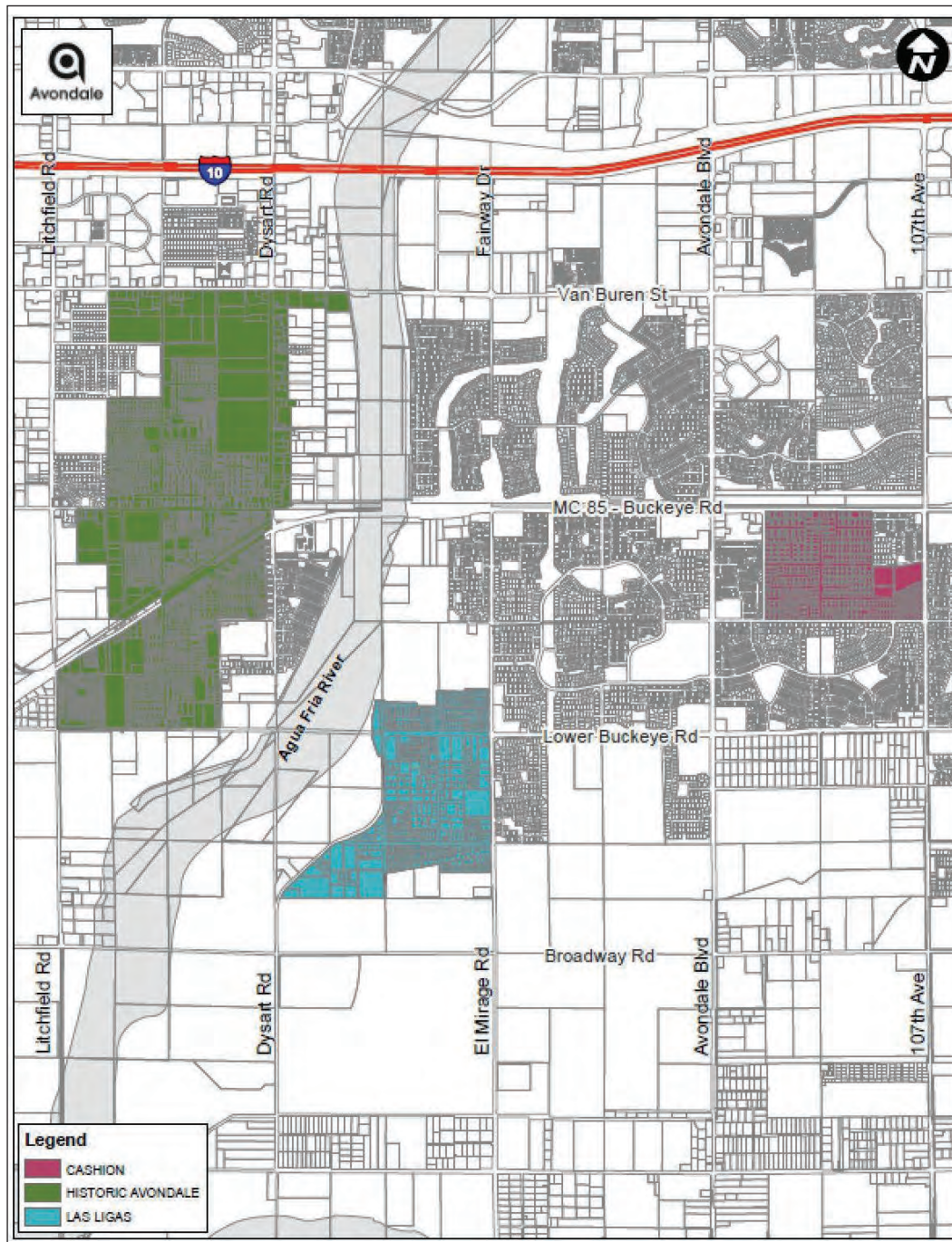


Figure 1-3 Infill Areas



2.0 SPECIFIC PLAN DISTRICTS

The overall goal of the Specific Plan is to create an active, pedestrian-friendly environment, opportunities for growth, and a sense of identity within the three oldest neighborhoods in Avondale. Incorporating a mix of uses and varying scales of density and intensity among the three areas will assist in the revitalization and investment to the area. This will be implemented using the 'Districts' concept to define the three areas; Old Town, Cashion, and Las Ligas/Rio Vista.

Districts

The Districts are special places in Avondale with opportunities for growth and revitalization as well as maintaining the areas' history. Below is a summary of each District.

Old Town

The core of Old Town, specifically Western Avenue and the neighborhoods directly adjacent, were subdivided and developed starting in the 1930s.

The architectural styles and street characteristics vary depending on the era in which a particular sub-area/neighborhood was developed. Figure 1-4 below identifies these neighborhoods.

The character of each neighborhood is influenced by zoning and street classification of adjacent roadways. Dysart Road has a commercial character, developed with auto-oriented businesses positioned to take advantage of the higher traffic counts on this arterial street. Conversely, Western Avenue is a narrower street with traffic calming instruments, brick pavers, and parklets that enhance the pedestrian experience.



The "**Old Town**" District is characterized by different neighborhoods, varying architectural styles, land use and zoning, and overall character. The neighborhoods are well-established and have opportunity to maintain existing character and neighborhood feel as well as develop vacant properties and revitalize existing development.

Adaptive reuse is encouraged to enhance the area as well as live/work units, art galleries, retail shops, restaurants, and other services along business corridors. The Plan's focus for this area is on Western Avenue between Central Avenue and Dysart Road,

Buckeye Road (MC85/Main Street) between Litchfield Road and the Agua Fria River, and undeveloped or adaptive reuse opportunities north of Western Avenue and south of Buckeye Road. The historical neighborhoods of Madden, Pacific, Kinderman, Rhodes, Harrison, Ludlow, Tres Rios, and Mountainview have a variety of architectural housing styles which should be preserved.



As families grow, home additions and modifications may be needed in which new construction should be integrated with the neighborhood's character as much as possible.

Cashion

The **Cashion District** is generally bounded on the north by Buckeye Road, on the south by Durango Street, on the west by 113th Avenue, and on the east by 107th Avenue. The history of Cashion includes an ostrich ranch

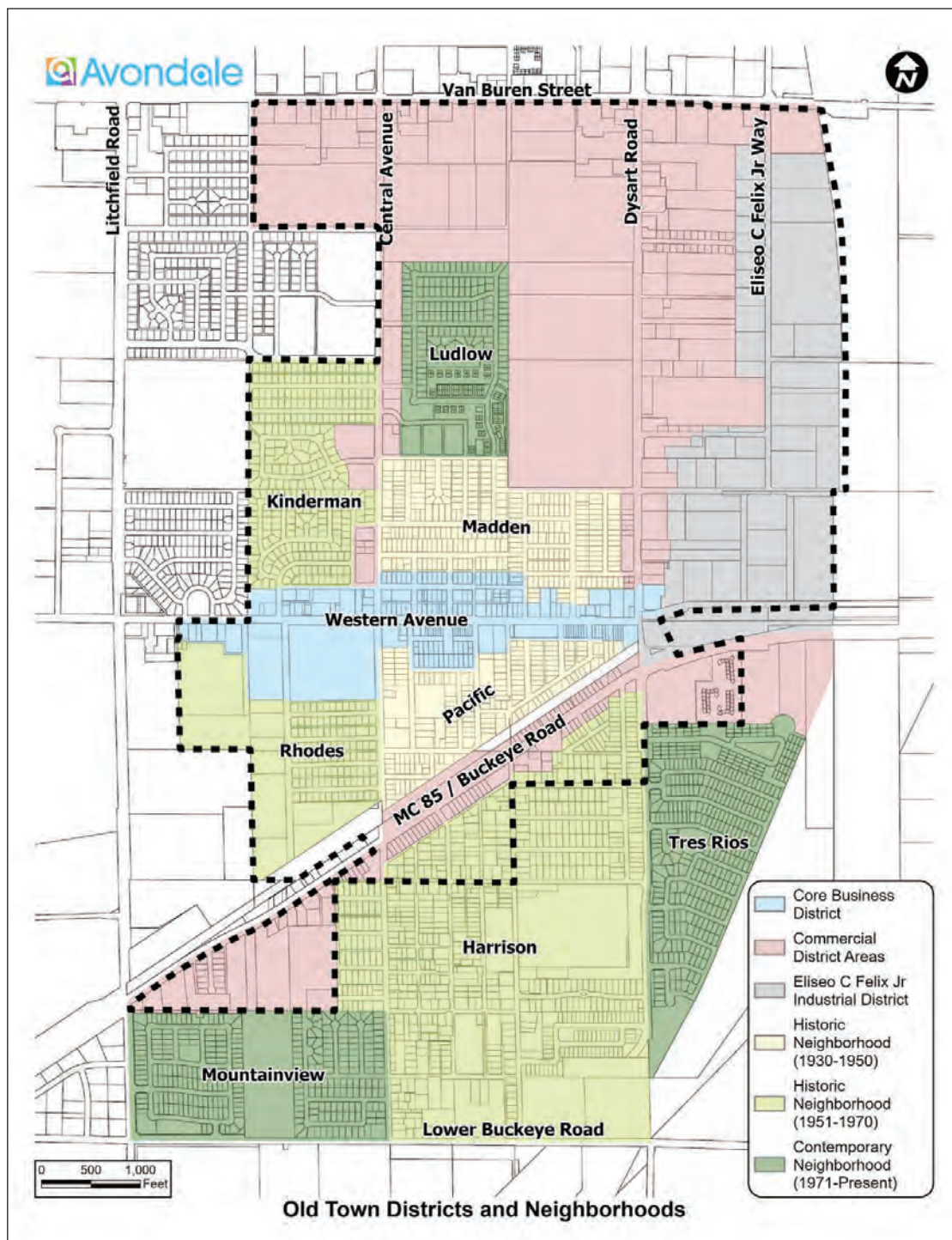


Figure 1-4 Neighborhoods



called the Pan American Ostrich Farm which began raising ostriches for their feathers. The area developed with single-family residential homes and commercial along Buckeye Road. The Cashion neighborhood is a hometown to many generations of families in Avondale. The existing silos located along MC85 hold a high level of significance for the long-time families in the area and should be preserved.

The local post office serves as a historical and significant point of pride for residents and should be preserved to hold its historic significance.

Properties along Buckeye Road have opportunities for commercial development and the Cashion Business District (CBD) zoning in lieu of the residential zoning. The CBD zoning is intended to encourage and facilitate the



construction of new commercial enterprises and/or the expansion of existing businesses in the Cashion commercial corridor. This zoning district promotes flexibility in development standards necessary due to the smaller sized parcels in the area and encourages variation in circulation patterns and land use. Relative to the City's standard commercial zoning districts, the CBD includes development standards allowing for reduced setbacks, parking requirements and landscaping requirements. The CBD zoning may be established on any property located between 107th Avenue and 113th Avenue that has direct frontage



on Buckeye Road. This Plan encourages new development and adaptive reuse of these properties to further enhance the area especially on the south and north sides of Buckeye Road. The north side of Buckeye Road is not directly a part of Cashion but serves as an opportunity to enhance the area and provide economic investment to the neighborhood.

Las Ligas/Rio Vista

The **Las Ligas/Rio Vista District** is characterized with single-family residential homes built from the 1940s to the 2000s. There are many vacant residentially zoned parcels including larger lots providing for new housing in the area. The Las Ligas/Rio Vista District is bounded by Calle Hermosa on the north, El Mirage Road on the east, 127th Avenue/Vermeersch Road to the west, and Illini Street to the south. Lower Buckeye Road transects the Las Ligas and Rio Vista communities; Rio Vista is located on the north side of Lower Buckeye Road. The intersection of Lower Buckeye and El Mirage roads is an entryway into the District. Properties at this intersection would ideally develop with commercial uses, providing services to the surrounding area.



Gateway Intersections

In addition to general district concepts, there are Gateway Intersections that are important to the character and circulation of the revitalization areas. These intersections serve as gateways to the commercial and residential areas, and the areas' infrastructure, design, and function which are an integral success of these neighborhoods. City directional signage and streetscape improvements should be concentrated at these intersections, serving as gateway entry identifiers guiding drivers and pedestrians to key areas within the three historic Avondale areas.

There are key intersections identified in both Old Town, Cashion, and Las Ligas/Rio Vista. Gateway Intersections A and B serve as the north access points along Western Avenue whereas Intersections C through H are all along Buckeye Road (MC85/Main Street), and Key Intersection I which is along Las Ligas/Rio Vista. The importance of each Gateway Intersection is outlined below.

Key Focus Areas

Within each of the three districts there are key focus areas which are vacant parcels of land primarily City owned. The goal of the key focus areas is to encourage development of these properties that will benefit the districts. There are locations for residential, commercial, and open space/activity uses. In support of the overall revitalization strategy, there are eleven (11) Key Focus Areas that present additional opportunities for redevelopment or reuse. Eight of those Key Focus Area are presented with figures below with additional information on the others.

Old Town District | Gateway Intersections

- Gateway Intersection A.**

At the intersection of Western Avenue and Central Avenue, Gateway Intersection A serves to anchor the west end of the primary commercial retail, restaurant, and services core of Historic Avondale. Central Avenue is a primary north-south route through the district terminating on the south end at Festival Fields Park.

- Gateway Intersection B.**

At the intersection of Western Avenue and Dysart Road, Gateway Intersection B is the east gateway into Historic Avondale along Western Avenue. This intersection is encumbered by an offset alignment of Western Avenue and by the proximity of the Union Pacific Railroad line to the south.

Figure 2-1 Old Town District

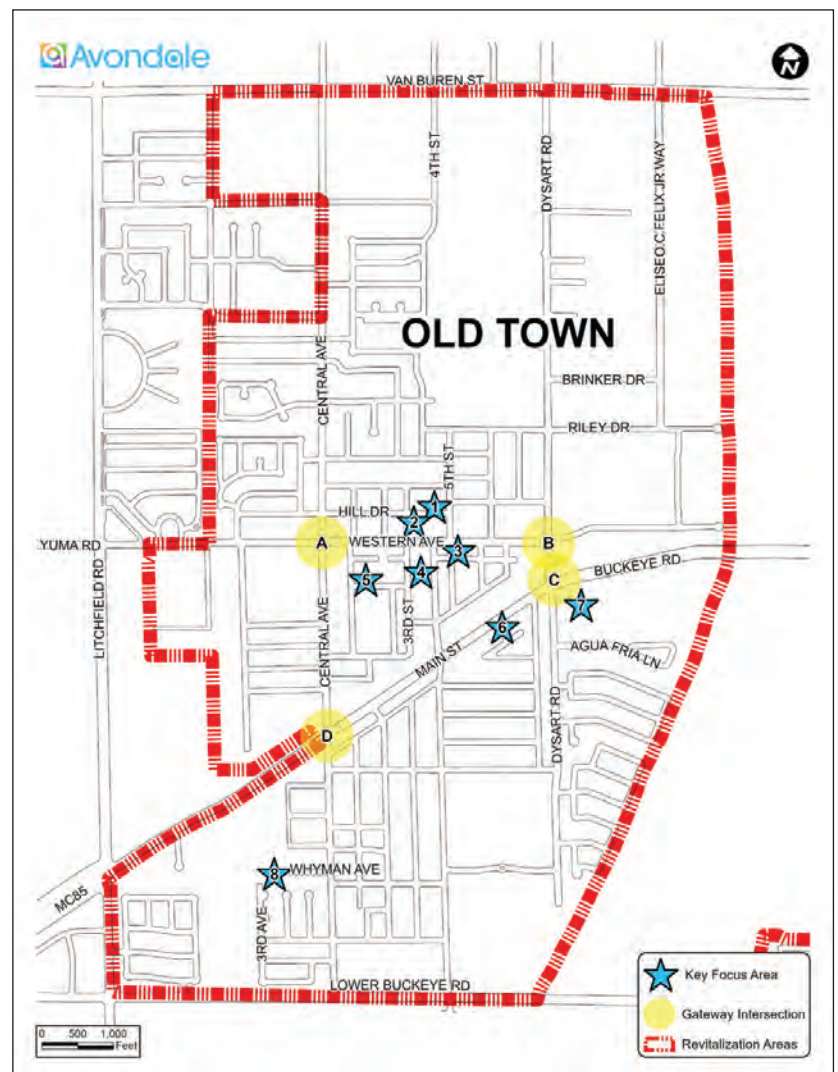
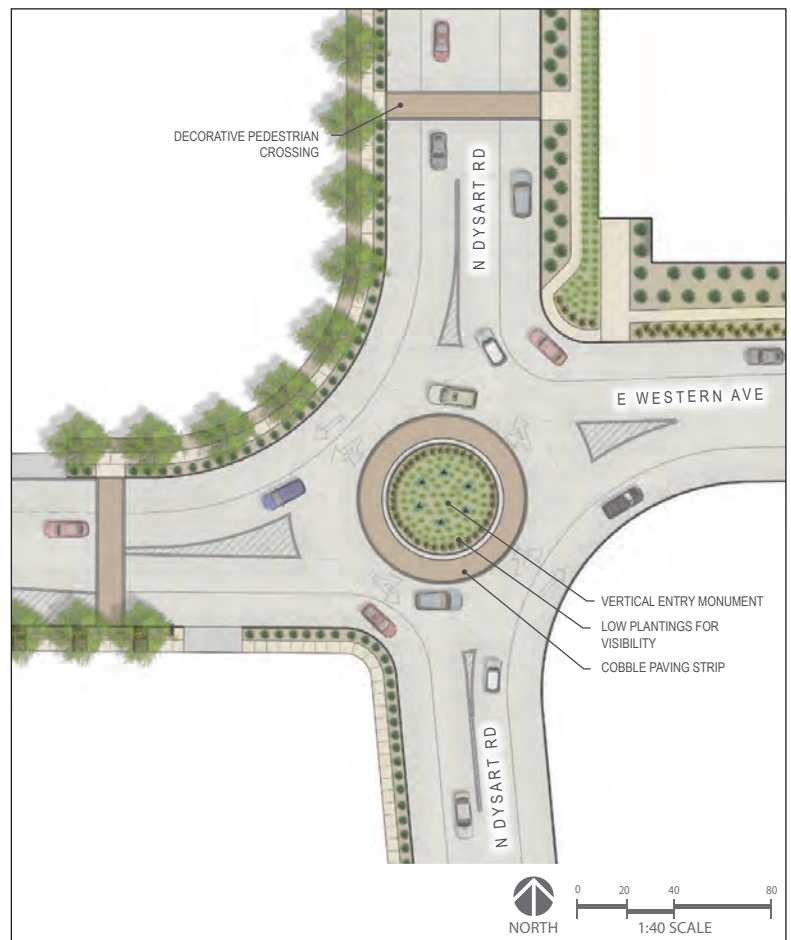




Figure 2-2 shows a proposed roundabout circulation concept that provides for a sense of arrival and destination to Western Avenue's commercial corridor. This intersection will benefit from easier access to left-turn movements for northbound and southbound traffic. Additionally, this intersection is a prime candidate for a gateway feature identifying the commercial core; one possible solution is vertical art or entryway element that draws the attention of traffic from Buckeye Road (MC85/ Main Street) to Western Avenue and Van Buren Street.

To resolve the traffic conflicts while increasing the profile of Western Avenue, a roundabout with a central iconic gateway sculpture creates a gateway monument that will need to be tall enough to be visible from Buckeye Road and Van Buren Street, and will spur curiosity of passersby, while setting a recognition of being close to core commercial area.

Figure 2-2 Gateway Entry at Western Avenue and Dysart Road Roundabout

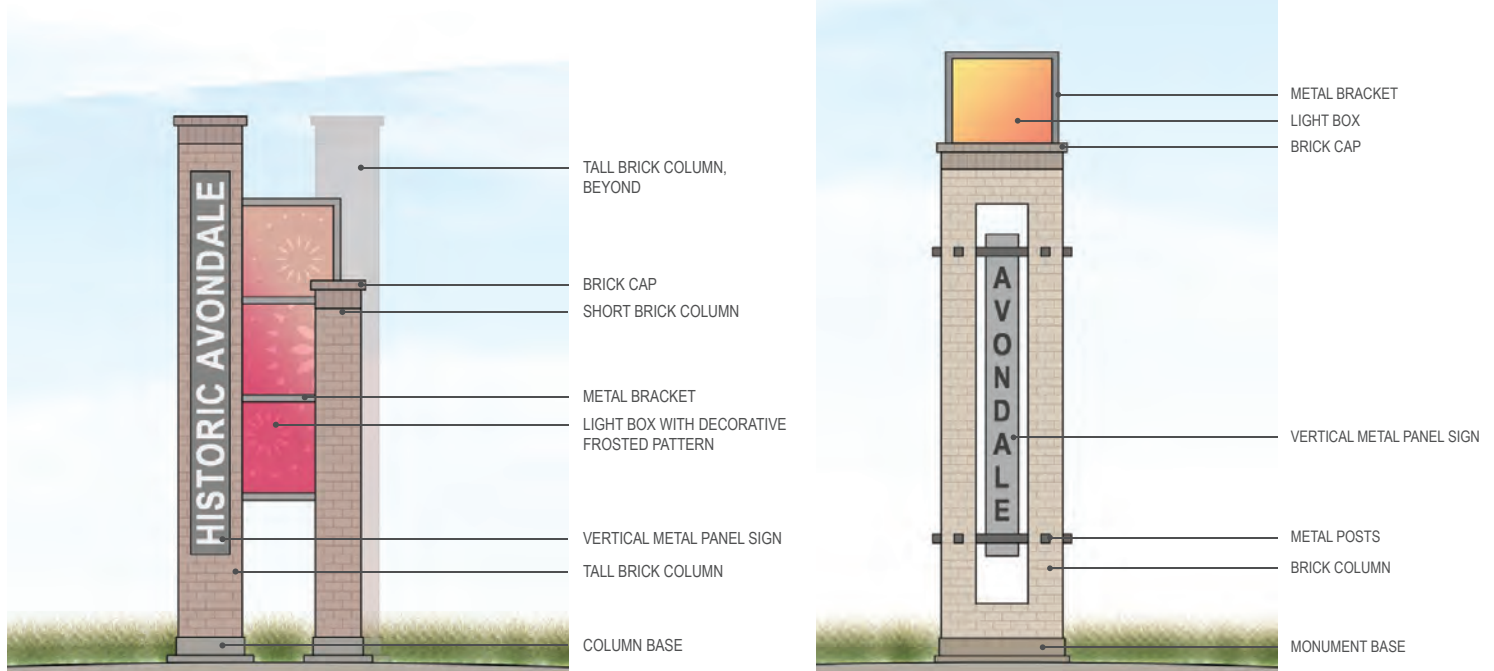
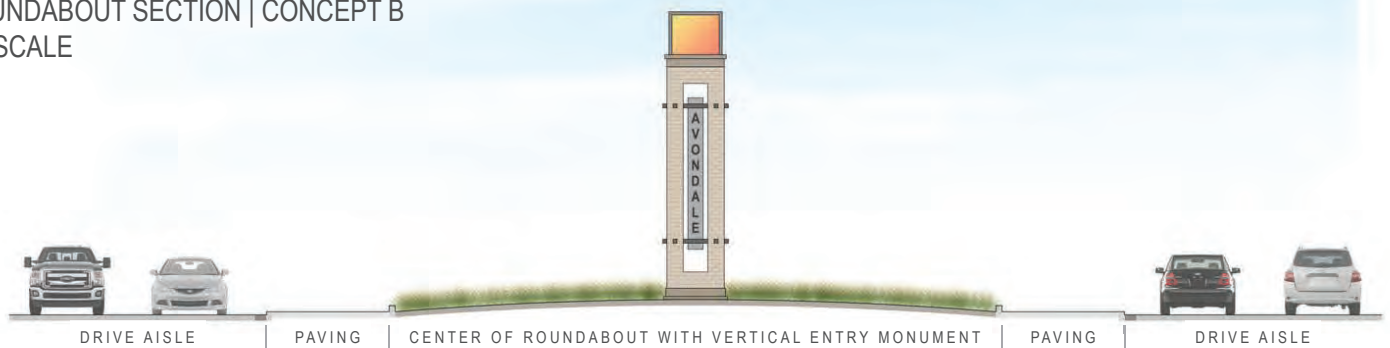




WESTERN AVE AND DYSART ROAD ROUNDBABOUT SECTION | CONCEPT A 1:8 SCALE



WESTERN AVE AND DYSART ROAD ROUNDBABOUT SECTION | CONCEPT B 1:8 SCALE



There is an opportunity for a parking area on the southwest corner of Western Avenue and Dysart Road along the north side of the Union Pacific Railroad. This parking area includes enhanced landscaping and decorative screen walls including an Old Town identification sign. The parking area provides additional parking spaces for customers and event patrons as shown in Figure 2-3.



Figure 2-3 Southwest corner of Dysart Rd and Western Ave Parking Area

- **Gateway Intersection C.**

At the intersection of Buckeye Road (MC85/Main Street) and Dysart Road, Gateway Intersection C is important for both its daily traffic volume and the opportunity it presents to link a regional highway to Historic Avondale. This intersection has an opportunity for a signature feature in this revitalization area.

- **Gateway Intersection D.**

At the intersection of Buckeye Road (MC85/Main Street) and Central Avenue, Gateway Intersection D serves as both a primary southern gateway to the City and connection for residents south of Buckeye Road to the historic core area.



Key Focus Areas

There are City-owned properties within Old Town that remain undeveloped as discussed below. These City properties present an opportunity to activate vacant land for recreation purposes and to provide pedestrian connections to the commercial area on Western Avenue.



Figure 2-4 Key Focus Area 1, West of the northwest corner of East Hill Drive and North 5th Street

- **Key Focus Area 1.**

There are two locations along Hill Drive related to this Focus Area.

West of the northwest corner of Hill Drive and 5th Street are two parcels; one is a 7,000 square foot lot as part of the Hill Tract plat from 1944 with an adjacent 3,786 square foot horizontally oriented lot platted in 2013 and is utilized for stormwater retention. The larger parcel has an alleyway abutting the north and east sides of the lot. This property is adjacent to existing single-family residential homes, across the street from a townhouse development and an existing church property. There is an opportunity to develop this lot with a single-family residential home.

- **Key Focus Area 2.**

The southeast corner of East Hill Drive and North 3rd Street includes a 7,430 square foot lot and a larger 14,560 square foot lot, a total of 0.50 acres. These properties could develop with single-family residential, residential townhomes or have a commercial component with residential to create a mixed use concept. An active open space on a portion of the site is another option, as shown below. The alleyway could be activated with greenery and/or wall art or other pedestrian-oriented features to enhance the area leading to Western Avenue, creating a neighborhood pedestrian accessway to restaurants and shops.



Figure 2-5A Key Focus Area 2, Southeast corner of East Hill Drive and North 3rd Street



Figure 2-5B Key Focus Area 2,
Southeast corner of East Hill
Drive and North 3rd Street





- **Key Focus Area 3.**

There are City-owned properties on the south side of Western Avenue and the 5th Street alignment. These parcels are occupied with a police facility and an outdoor park space, Sernas Plaza Park, which abuts the downtown Sam Garcia Library. The City sees an opportunity to re-invest in this area. The existing police detention center and substation facility is planned to be removed and the site will be cleared for future economic development opportunities with a destination end user in mind. With the redevelopment of the police property and vacating of the fire station, located to the south along Belmont Drive, a new police detention and public safety building would be built for use by police and fire on property located at 10th Street and Western Avenue, just south of the new Resource Center. Additional re-investment opportunities will be considered for the fire station property with uses such as a restaurant, brewery, and similar.

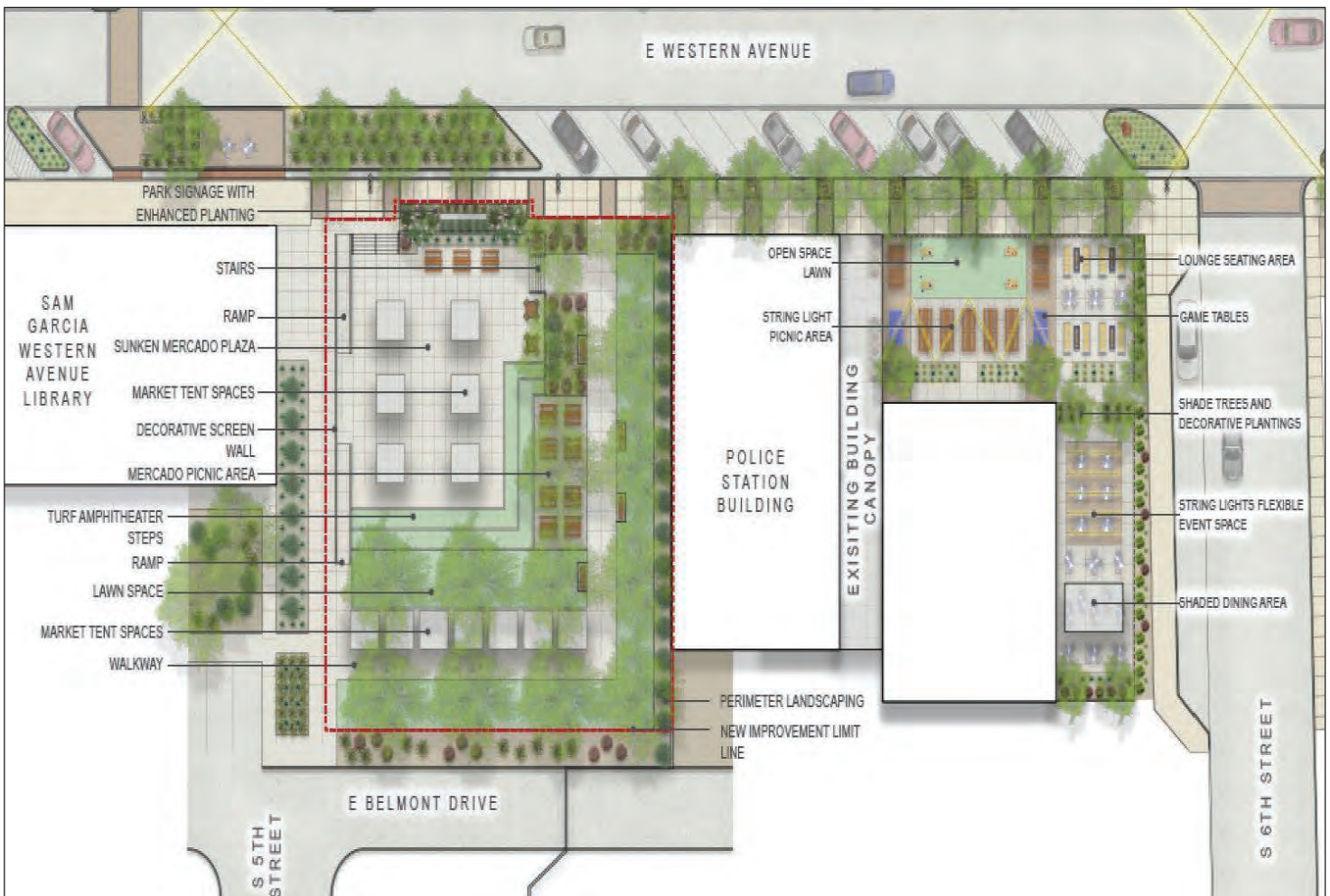
Redevelopment of the existing park plaza east of the library into a more interactive, activated space creates a vibrant community gathering area that would help revitalize the Old Town area, providing opportunities for local residents to showcase their creativity to the broader Avondale community. A Mercado concept for the park and/or the police property, creates business ownership opportunities and living wage jobs in the community.

In addition, it offers services and goods for residents and employees to retain spending in the immediate area. Arts and culture can also enhance a Mercado by hosting art exhibits, music, and dance performances, spoken word, film showings, and other events to support local artists and provide art and cultural opportunities for this Historic Avondale District area.





Figure 2-6 Key Focus Area 3, Reuse of City Police Property and Sernas Plaza





- **Key Focus Area 4.**

The City's existing Dennis DeConcini Park at the southwest corner of Western Avenue and 4th Street could be enhanced with a splash pad, added seating and shade areas, with planters and artwork to provide a local amenity for families. These park features would also provide outside activity for the Boys & Girls Club on the west side of the park site.

Figure 2-7
Key Focus Area 4,
Dennis DeConcini Park Amenities



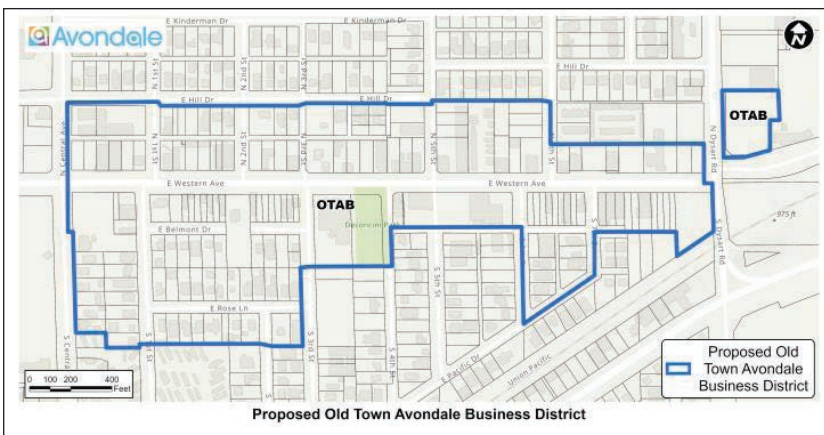
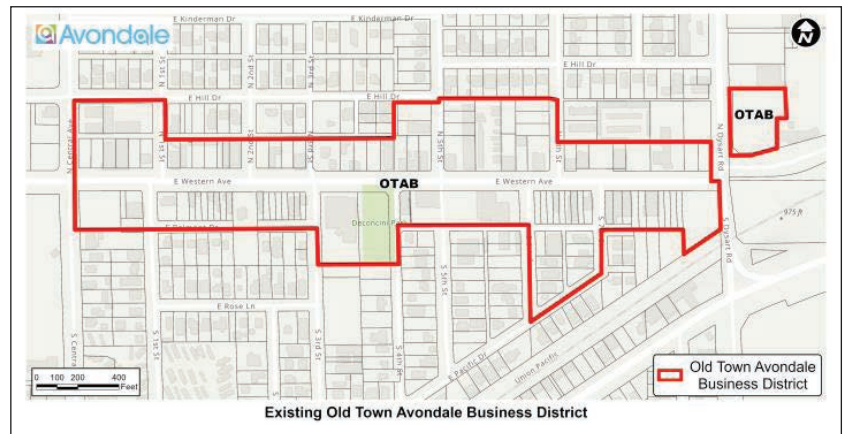
- **Key Focus Area 5.**

The City's existing Old Town Avondale Business District (OTAB) is intended to promote a healthy community by encouraging development and redevelopment of pedestrian-focused commercial businesses, such as those which encourage patrons to shop and dine for several hours without having to use their vehicles between stops; reduce the dominance of the automobile by encouraging the use of shared parking areas, such as on-street parking, public surface lots, and public parking structures; create a destination for unique retail, restaurant, entertainment and service uses that increase revenues and strengthen the City's tax base, drawing consumers both locally and regionally; respect the local and cultural significance of the City's original town site without hindering creativity in design; support limited commercial uses in residential structures located within the neighborhoods that are located in close proximity to Western Avenue; provide an environment where commerce can flourish in a traditional main street type of setting, with the knowledge that ample opportunity for suburban style development is available throughout the remainder of the City; and create old-fashioned neighborhoods where a variety of housing types coexist alongside compatible commercial businesses.

This Plan would expand the eligible OTAB Neighborhood Sub-District zoning further intermingling housing alongside compatible commercial businesses. This Sub-District is designed to provide a transition between the OTAB Heritage District and the residential districts located on the periphery of the OTAB Neighborhood District. Residential uses remain the primary land use; however, non-residential uses such as boutiques, cafes, professional offices and bed and breakfast inns are permitted. These commercial businesses may be located in either retrofitted residences or new buildings. The City will evaluate expanding the use of appropriate uses in this zoning.



Figure 2-8 Focus Area 5, Existing and Proposed OTAB Zoning Area



- Key Focus Area 6.**

There is opportunity to expand commercial uses west of the southwest corner of Dysart and Buckeye (MC85/Main Street) roads around the intersection of 6th Street and Agua Fria Lane. Community Commercial (C-2) zoning makes up most of the south frontage of Buckeye Road west of Dysart Road to the western extent of Avondale in the Historic Avondale Revitalization Area. Properties without frontage on Buckeye Road, but accessible from the 6th Street intersection, may benefit from commercial zoning designations. While the street network is somewhat cumbersome, low-traffic generating neighbor-serving commercial uses that can be accessed a short walk from adjacent parking areas may be a good fit for properties along the north and south side of Agua Fria Lane.

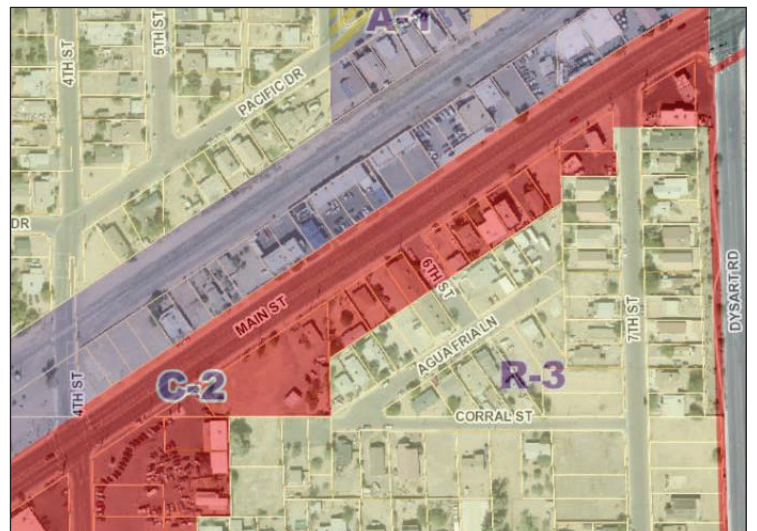
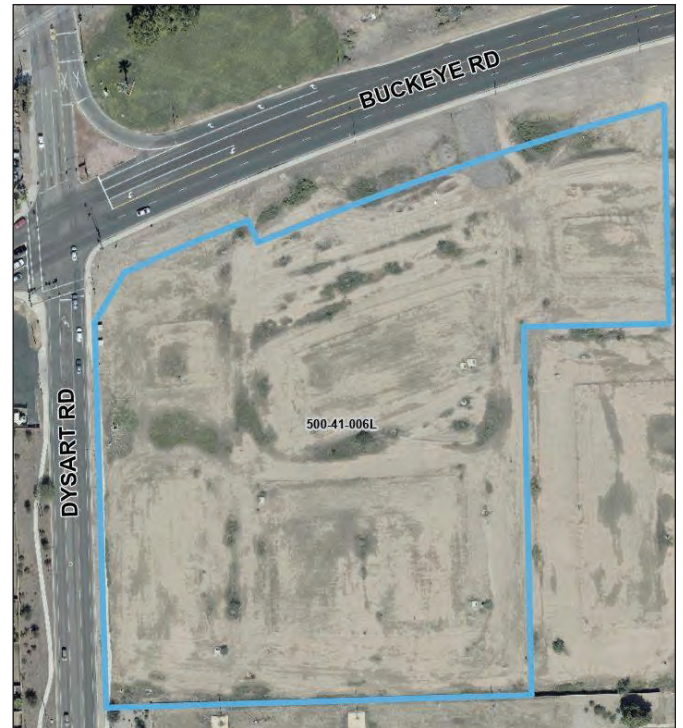


Figure 2-9 Key Focus Area 6, West of the southwest corner of Dysart and Buckeye Roads



- **Key Focus Area 7.**

The undeveloped 7-acre property at the immediate southeast corner of Dysart and Buckeye Roads abuts a planned multi-family residential development to the east, single-family residential homes to the south, and single-family residential and commercial to the west. This intersection has commercial uses on the northwest and southwest corners, and open space on the northeast corner. It is envisioned that this intersection corner creates a sense of arrival to the Historic Avondale District especially guiding traffic north to Western Avenue. In addition, development of new commercial or residential uses further brings economic development to the area. The 7-acre parcel could be developed with commercial uses or residential which would be compatible with adjacent uses.



- **Key Focus Area 8.**

There is a 1.58-acre City-owned parcel within the Historic Avondale District located at the northeast corner of North 3rd Avenue and West Whyman Avenue. Surrounding this parcel is a privately-owned vacant 8-acre parcel, a mobile home park, and existing single-family residential. These two undeveloped parcels are zoned R1-6 for single-family residential development and are ideal for residential infill offering new housing options for this District.



Cashion District

Gateway Intersections

- **Intersection E.** At the intersection of Buckeye Road (MC85/Main Street) and 113th Avenue, Gateway Intersection E sits between a commercial area to the west and the historic Cashion area to the east and south.
- **Gateway Intersection F.** At the intersection of Buckeye Road (MC85/Main Street) and 111th Avenue, Gateway Intersection F is a primary and central access into the Cashion neighborhood. There are commercial properties at the intersection of 111th Avenue and Buckeye Road that lead into the larger neighborhood.
- **Gateway Intersection G.** At the intersection of Buckeye Road (MC85/Main Street) and Jessie May Avenue, Gateway Intersection G is another key access into the Cashion neighborhood and to the Cashion Community Park.
- **Gateway Intersection H.** At the intersection of Buckeye Road (MC85/Main Street) and 107th Avenue, Gateway Intersection H serves as one of the primary east gateways into the City and is a significant transition point between the revitalization area and more modern neighborhoods to the north.



Figure 2-10 Cashion District

Key Focus Areas

Key Focus Area 9.

Along the north side of Buckeye Road (MC85/ Main Street) between Avondale Boulevard and 107th Avenue, there is developed and abandoned industrial uses and vacant land within Maricopa County's jurisdiction. These properties abut open space and single-family residential to the north, have limited access only from Avondale

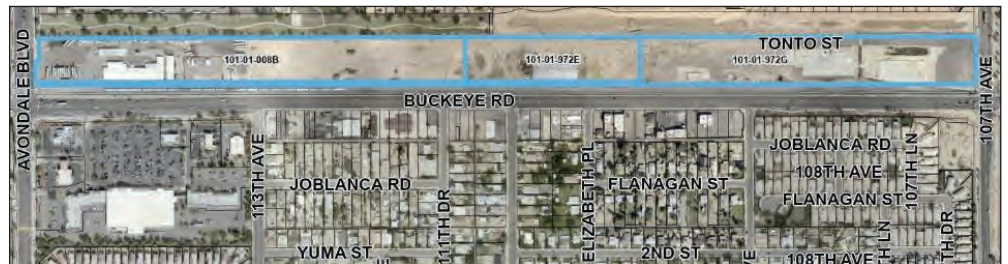


Figure 2-11 Key Focus Area 9, North side of Buckeye Road west of 107th Avenue



Boulevard and 107th Avenue due to the existing Union Pacific Railroad tracks along Buckeye Road, and have a narrow depth. A unique structure on one of the parcels is an abandoned grain silo facility likely related to historic farming operations in the area. This silo has historic and nostalgic value to the area's residents. Adaptive reuse of this structure should be prioritized as it would invigorate the area, provide business investment, and creative space for the community, for example a restaurant, brewery, shops, fitness facility, event space, and the like. These properties could potentially be annexed into the City and developed with commercial uses (retail, restaurant, office, entertainment, art spaces, etc.) or open space such as a lineal park to serve the surrounding neighborhoods, enhance the Buckeye Road streetscape, and revitalize the area. The option of a linear park may be ideal, similar to the Dessie Lorenz Park at the northeast corner of Central Avenue and Buckeye Road (MC85/Street). A public space in this area would serve residents in Cashion and surrounding neighborhoods.

- **Key Focus Area 10.**

Complimenting Gateway Intersection F, this Key Focus Area at the intersection of Buckeye Road (MC85/Main Street) and 111th Avenue presents an opportunity to add streetscape elements and neighborhood branded signage to highlight this revitalization area, the Cashion District. Additionally, parcels fronting Buckeye Road may be eligible to be rezoned from residential to Cashion Business District (CBD) to better match existing uses and to promote future neighborhood-serving retail and office uses.





- Key Focus Area 11.**

Within the Cashion District is a City-owned lot and a privately-owned lot that could be developed and flourish as a local neighborhood amenity. The properties are located at the southeast corner of 111th Avenue and Pima Street (4th Street) and the northeast corner of 111th Avenue and Pima Street (4th Street) respectively. There is an existing Zoom Bus Stop adjacent to the northern parcel and an alleyway that bisects the two parcels. This alleyway would need to be abandoned in order to connect the parcels. Both lots together can provide a community park space, possibly a splash pad and parking area. The vision for this neighborhood pocket park is to provide a small-scale toddler play space, shade canopies, seating, and a splash pad. Play lawns are situated around hardscape areas to support additional play. This would be a convenient activity area for people to walk or bike too.

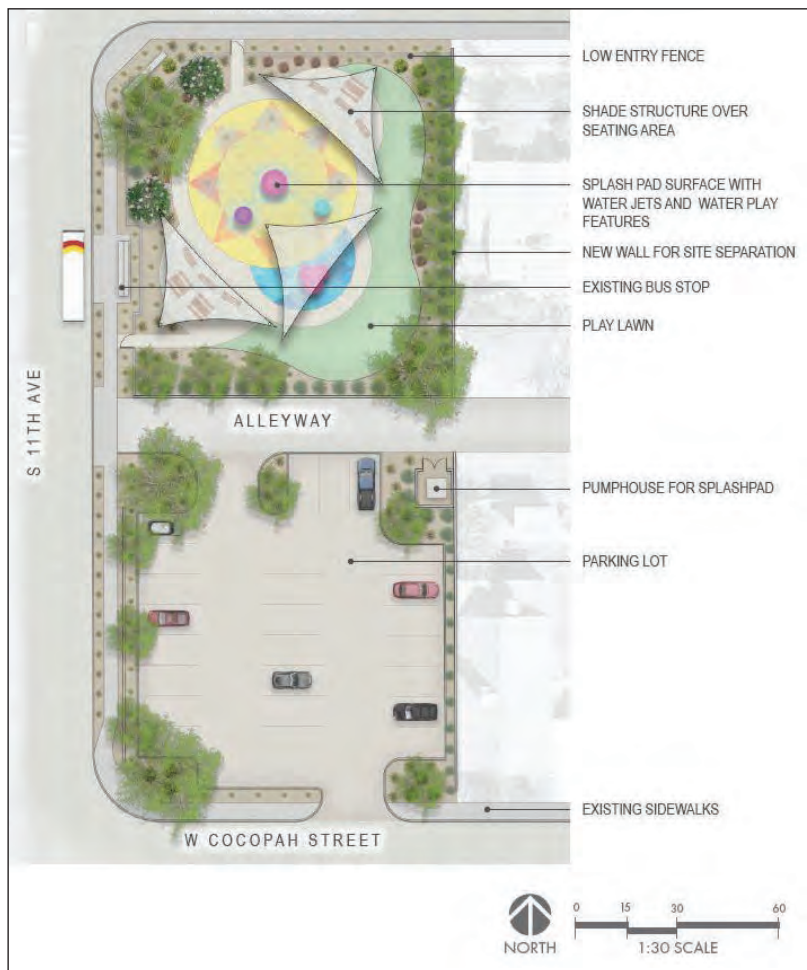
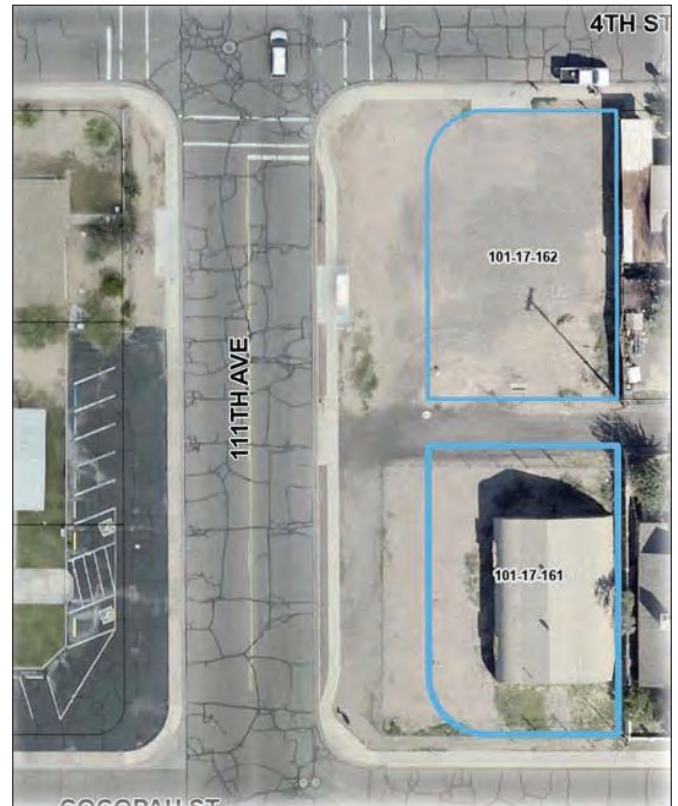


Figure 2-12
Key Focus Area 11,
Cashion District Park Amenity



Las Ligas/Rio Vista District

Gateway Intersection

- **Gateway Intersection I.** At the intersection of Lower Buckeye and El Mirage roads, this Gateway Intersection is a primary entrance into the Las Ligas/Rio Vista District area from the north and the west. This intersection has existing and planned commercial and is located a short distance from Las Ligas Park, which is a central gathering place for this area.

Circulation

Each of the three districts have appropriate street circulation systems and connectivity to encourage safe, efficient, and convenient vehicular, pedestrian, and bicycle access to all users within these areas. The street networks within each area provide access to arterial, collector, and local streets.

Key streets providing access to Old Town include Buckeye Road (MC85/Main Street), Dysart Road, Central Avenue, Eliseo C. Felix Jr. Way, and Western Avenue. These streets serve residential neighborhoods, commercial centers, industrial businesses, and the central business area along Western Avenue with a mix of retail, restaurant, and service uses. Central Avenue is designed with multi-modal street components in which the travel way includes vehicle lanes and a designated bicycle lane adjacent to pedestrian sidewalks.

The area of Las Ligas/Rio Vista are developed with sidewalk systems to access the area. Even though many parcels have yet to develop, public sidewalks are located on lot frontages except along several parcels at and west of the southwest corner of Lower Buckeye and El Mirage roads, and along parcels on El Mirage Road south to Illini Street.

The Cashion area is accessed from Buckeye Road at 107th Avenue, 113th Avenue, 111th Avenue, Jean Elizabeth Place, and Jessie May Way, and has access from Durango Street, 4th Street/Pima Street, and other local streets in the neighborhood. The area is developed with a sidewalk network providing pedestrian circulation throughout the neighborhood, to places of worship, a park, nearby school, a Zoom bus stop, and commercial along Buckeye Road.



Figure 2-13 Las Ligas/Rio Vista District



Western Avenue Street Cross-Sections

Western Avenue is designed to accommodate pedestrians with sidewalks and colonnades along business storefronts. Pedestrian nodes via parklets offer respite locations with benches or seat walls. Enhancing these locations and providing for gathering spaces along Western Avenue and/or within the Historic Avondale District will be considered. Extending from Dysart Road to Central Avenue, the conceptual streetscape plan promotes continuity, use of several types of lighting, improving mobility, and integrating public art. The existing planter areas ("pocket parks") encourage congregation and interaction between pedestrians. Decorative planting areas with sculptures give the of an art walk, and street intersections are highlighted with string lights crossing over Western Avenue. Street Trees are proposed in tree grates which allow for more open and fluid movements while providing shade for pedestrians and cars. The exiting trees along Western Avenue can be phased out in sections, blocks, or individually.

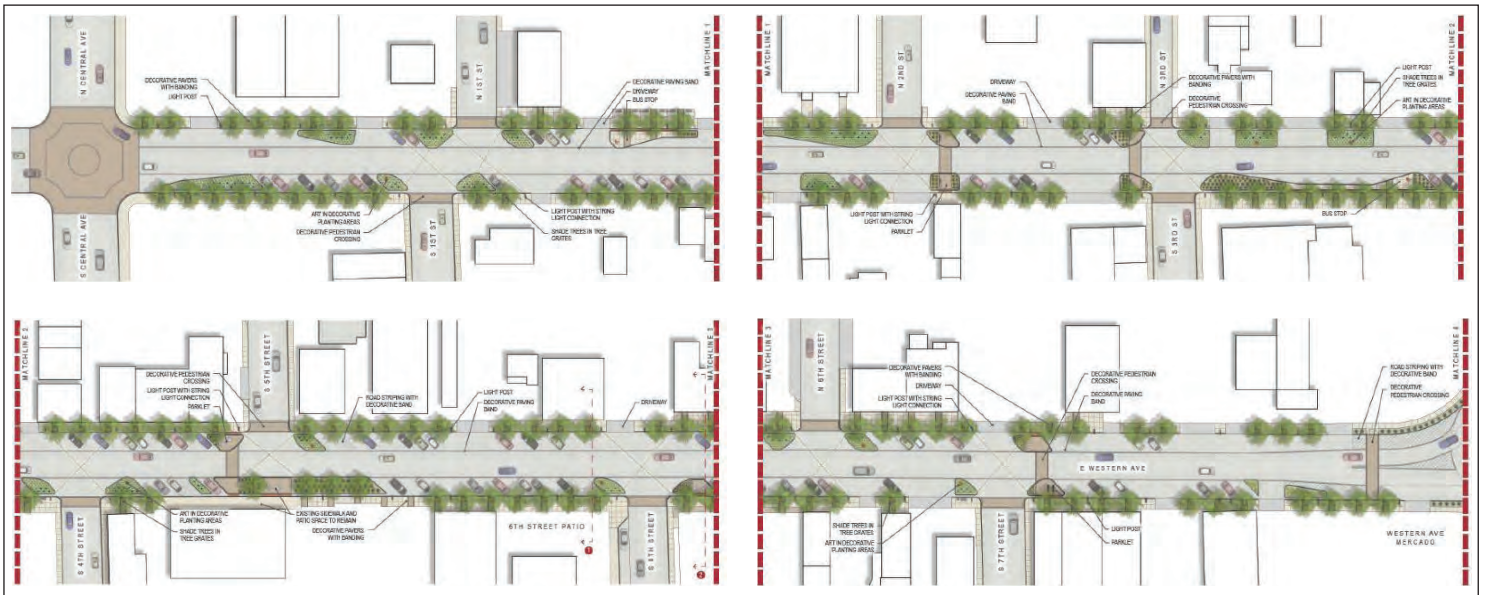
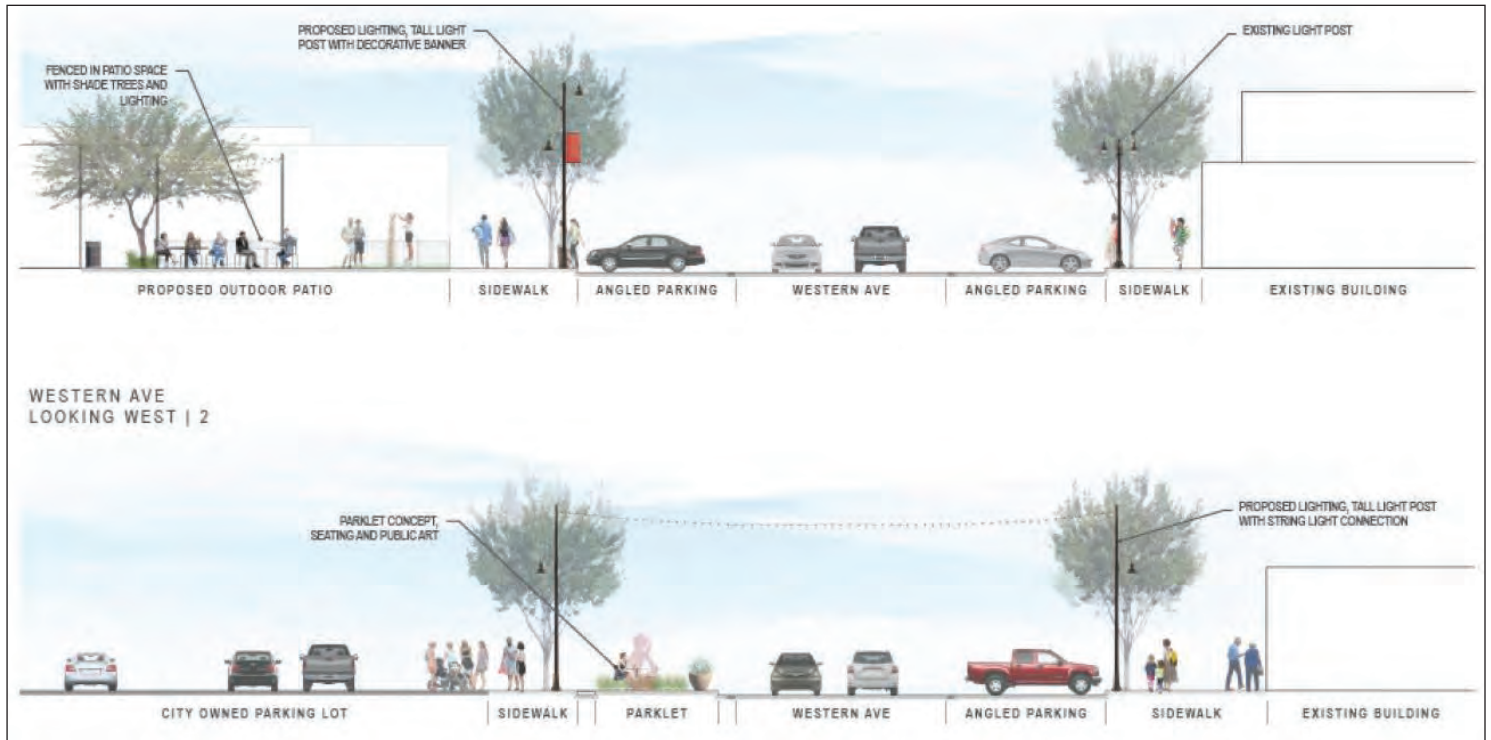


Figure 2-14 Western Avenue Cross-Sections



Existing angled parking is desired to be maintained instead of adding parallel parking spaces. On a case-by-case basis, parallel parking space can be considered. As part of the goal to create an engaging area with character, alleyways and off-street parking enhancements should continue in order to provide secondary use areas for rear business entries, alley-side courtyards and dining areas, parking courts, street festivals, and public art opportunities, etc. Interpretive seating nodes or parklets should be enhanced along Western Avenue to accommodate pedestrians.

Placemaking

This Specific Plan is formed in conjunction with an Economic Development strategy to create a sense of place and community for the three areas. Signage, identification, events, community engagement, marketing, art/beautification, public infrastructure, land use and zoning, and public safety will need to be addressed to achieve the revitalization vision. The following elements will further the enhancement to the area, market the areas for new development, and form a greater sense of community.

Wayfinding Signage

- Western Avenue will be promoted throughout the City through the use of wayfinding signage and pole banners. The City has a wayfinding signage program that allows for the promotion of this area. These signs will further guide traffic, pedestrians, and visitors to this area. Signage is planned to be located at the Festival Fields Park entrance, Buckeye Road and 4th Street, and Western Ave at Van Buren Street and Central Avenue.
- Additional signage is planned for a historical, self-guided walking tour or Western Avenue.





Neighborhood Monument Signage

- The three Districts will include new neighborhood identification monument signs at key locations in relation to the neighborhood's primary entrances. In addition, a destination entry sign to Western Avenue at Dysart Road and Central Avenue will promote the historic commercial corridor.

Marketing/Events

- A marketing brochure for the Western Avenue area will be developed, further promoting infill development, new businesses, façade renovations, and the like, designating the area as a Central Business District and Redevelopment Area.
- Designation of Western Avenue as an Entertainment District to create more growth and vitality to the area.
- Expand special event programming to highlight amenities at Festival Fields Park which will generate activity to the Historic Avondale area.



Art

- Enhance public art throughout all three historic neighborhoods. The City will evaluate key areas to locate public art which will enhance each area and funded separately.
- Encourage commercial business storefront advertising and artwork displays, especially for vacant buildings along Western Avenue and Buckeye Road.
- Explore possibility of a regional destination such as a museum, gallery, or the like.

Community Engagement

- Form an Ad-Hoc Advisory Committee to help guide the creation of a Redevelopment Area and Central Business District.
- Create an ambassador program with local residents and business owners.
- Develop a community Mercado or incubator kitchen near Sam Garcia Library, or another Western Avenue location.

Public Infrastructure

- Enhance on-street parallel parking along Western Avenue west of Central Avenue.
- Remove all benches and trash receptacles on Western Avenue and install new ones on both Western Avenue and Central Avenue that add character to the area.
- Enhance the appearance of major intersection gateways into each neighborhood as discussed in this Plan.
- Enhance and activate public alleyways, especially near Western Avenue, to provide a greater pedestrian atmosphere.



Land Use and Zoning

- Promote an 18-hour live-work-play environment in the Old Town District, engaging residents and businesses in Cashion and Las Ligas/Rio Vista to support a place where people can get most of their daily tasks done in one place, often without getting into a car. This includes encouraging development of residential single-family and multi-family, offices and shops, restaurants and amenities such as a park and other gathering areas or event spaces.
- Evaluate and process zoning requests to promote additional commercial development in Cashion and Old Town.
- Vacant properties along the north and south sides of Buckeye Road (MC85/Main Street) from Litchfield Park to Dysart roads are appropriate for more commercial uses to support the greater Buckeye Road employment corridor.
- Evaluate and process zoning requests for undeveloped industrial parcels along the east side of Dysart Road between Western Avenue and Riley Drive to commercial uses or multi-family residential which would support the Central Business District area along Western Avenue and the Eliseo C. Felix Jr. Way industrial park.
- While not specifically located in one of the three historic district areas, property west of the southwest corner of Buckeye Road and El Mirage Road could be considered for annexation to allow development of residential and/or commercial uses. Development along the Buckeye Road corridor improves the overall streetscape, increases traffic, and benefits the three historic areas.
- Vacant land in the Las Ligas neighborhood should be developed with consideration of existing mountain views.

Public Safety

- Increase the police presence with more visible patrolling and crime suppression details.
- Enhance crime prevention through the use of CPTED, Crime Prevention Through Environmental Design.



2.1 DEVELOPMENT FORM

All new development or redevelopment within the three revitalization areas is expected to comply with the requirements and guidelines contained within the City's Design Manuals that are most applicable to the type of development proposed. For example, single-family residential development in the study area shall comply with the Single-Family Residential Design Manual, retail development shall comply with the Commercial and Industrial Design Manual, and Multi-Family Residential shall comply with the Multi-Family Residential Design Manual. In addition to the City-wide requirements contained within the Design Manuals, the following guidelines should be considered in the design of any infill development or redevelopment projects in a revitalization area:

Site Design

- Buildings should be oriented to face public streets, with building frontages oriented parallel to streets, to create a visual presence and a more pedestrian friendly environment.
- Location of buildings at or near the minimum setback, with placement of parking behind buildings, is required for development adjacent to Western Avenue and encouraged elsewhere throughout the planning area. Where parking is provided between street and buildings, use of decorative paving is encouraged to lessen the visual impacts of large parking fields.
- Pedestrian access into commercial sites from adjacent neighborhoods should be emphasized through the provision of pedestrian "cut-throughs" or, if infeasible, shaded pedestrian paths between the public sidewalk and primary building entrance(s).
- Service areas shall be located such that they are not visible from adjoining streets.
- Except where required for screening purposes, decorative open fencing is preferred over solid walls within the revitalization areas.
- The number of vehicular access points to a site should be minimized. Shared, consolidated access between adjacent properties is strongly encouraged.
- On-site parking may be reduced from typical City minimum requirements if a developer can demonstrate that a proposed infill project will primarily cater to a neighborhood population that will access the use via the pedestrian realm.
- Utilities such as overhead electrical lines must be placed underground unless the cost of such undergrounding is determined (by the City Engineer) to be cost prohibitive to the developer and disproportionate with the overall cost of the development project.

Landscape Design

- Because right-of-way is limited throughout the planning area, shade trees shall be provided by development near right-of-way line to enhance shading of the public sidewalk.
- Existing, mature trees should be preserved wherever possible. When preservation in place conflicts with the design of a site, opportunities to transplant mature trees to more ideal locations should be explored.
- On smaller sites where space is more scarce and large landscape areas cannot be provided, provision of trees in sidewalk grates and/or planters/pots on sidewalks should be considered to enhance the aesthetics of a site.



Building Architecture

- Particularly with respect to more architecturally significant structures, consider integrating existing buildings into new development projects.
- No particular architectural style is prescribed within the revitalization areas. However, any new building should be respectful of the existing built environment through use of complementary styles, scale, materials, colors, and forms.
- Corporate identity in design themes should be secondary to the relatability of the proposed architecture with the scale and general cohesiveness of a surrounding neighborhood and/or commercial corridor.
- Commercial uses in adaptive reuse residences should respect the residential form of the built environment, maintaining a traditional front yard as if the home had not been converted into a business.
- Incorporation of colorful, attention-getting signage and/or “retro” architectural features/elements reflective of the era in which Avondale was incorporated is strongly encouraged in all new development within the revitalization areas.
- Facades facing streets, plazas, and courtyards should be lined with windows to enhance safety by providing “eyes on the street.”
- Canopies, awnings, and similar architectural features that shade public and private sidewalks and accentuate entries should be incorporated into the design of buildings. Style of these elements should be in harmony with the architectural style of the building.
- Canopies/awnings that are unsupported by posts may extend over property lines to cover the public sidewalk pursuant to a license issued by the City. All overhangs that extend into the pedestrian environment should allow for unobstructed travel through the space, providing a minimum seven (7)-foot clearance height.



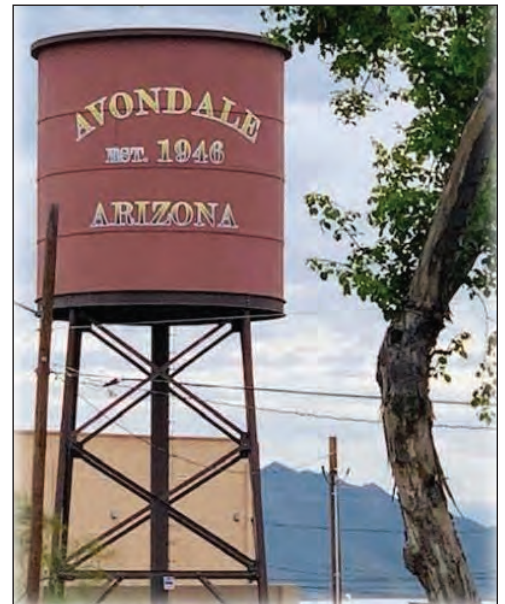


- Window recesses, doorways, columns, overhangs, and other architectural elements should be substantial in depth to create shadow and architectural relief. Projections and recesses should have a minimum depth of four inches.
- Building mounted lighting is an important design element that enhances architectural features of structures and augments the character and safety of the community. Exterior lighting fixtures that enhance a building's architectural interest and complement both the streetscape and building architecture should be incorporated into the design of any building.
- Security doors and window grills may be provided if the method used adds architectural interest to a building. Simple, utilitarian window grills and metal security doors that do not contribute to the architectural character of a building are strongly discouraged.



Signage

- Signage styles for any given building should be appropriate for the character area they are located in. For example, signs painted directly on a building façade may be appropriate for more historic areas like Western Avenue but may not be appropriate in areas with more contemporary development.
- Where appropriate, graphic logos and signs painted directly on building facades must be of a professional, artistic caliber and submitted for review and approval by the City prior to installation.



- Public art will consist of temporary and permanent installations located in highly visible locations along the right of way or within open space areas.
- The City will initiate a separate public art strategy for these areas which will be in the form of murals, sculptures, landscape, furniture, hardscape and other vertical/horizontal features with a specific theme for the area as shown.





Open Space

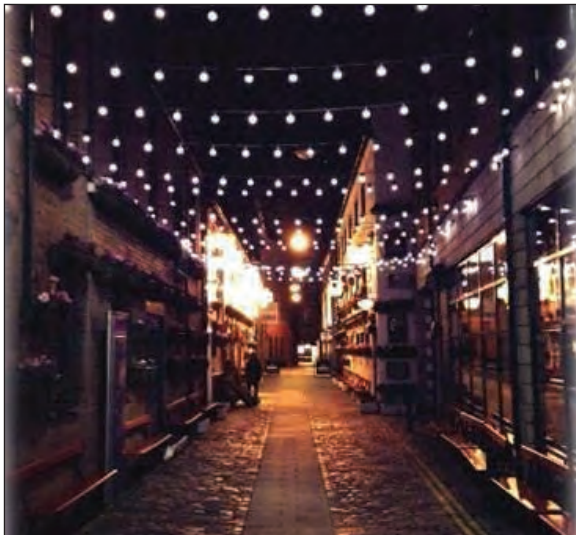
- All three districts have many opportunities for open space and community gathering spaces. Each have plentiful parks and pedestrian refuge areas, such as Dennis DeConcini Park, Las Ligas Park, Cashion Community Park, Donnie Hale Park, Fred Campbell Park, Dessie Lorenze Park, Doc Rhodes Park, Sernas Plaza, Mountain View Park, Festival Fields, etc.
- Each park is reviewed annually to ensure upgrades and equipment is maintained or replaced as necessary. Additional amenities should also be included in these areas based on usage and future demand.
- A splash pad is desired on Western Avenue and will be considered for Sernas Plaza or Dennis DeConcini Park as well as the vacant City owned lot in Cashion as shown in this plan.





Light Fixtures

- Providing decorative string lights across Western Avenue in the most appropriate locations from Dysart Road west to Central Avenue (Figure 2-14 above and photographic image below) will signify a destination and special place to attract visitors, residents, and tourists to the area.
- Western Avenue consists of older streetlight poles and decorative pedestrian light poles. Replacing the pedestrian light poles with the same light poles utilized along Dysart Road (see image below) to further implement a design identity in the Historic Avondale District and assist with inventory and maintenance improvements is necessary.
- There are other existing light fixtures throughout Historic Avondale as represented below which can continue to be utilized and provide character elements to the area.
- Activating alleys with string lights will allow for a comfortable pedestrian experience.
- Provide additional streetlights throughout Historic Avondale to provide greater illumination for a more walkable business district. Locations to consider include Western Avenue and connecting north to south streets into the residential neighborhoods.





3.0 IMPLEMENTATION STRATEGIES

This Plan acts as a guidebook to foster redevelopment and revitalization of the three neighborhoods in Avondale: Old Town, Cashion, and Las Ligas/Rio Vista by expanding on their assets and providing implementable actions to enhance the overall sense of place and create a thriving environment. This is accomplished by establishing proactive goals and strategies to encourage new and expanded investment consistent with the Vision Statement and supported by a funding strategy. These goals and strategies originate from the feedback and issues identified through the public outreach efforts, stakeholder interviews, input from staff, and appointed and elected officials.

3.1 DEVELOPMENT GOALS AND IMPLEMENTATION STRATEGIES

The goals and strategies will help redevelopment and revitalize the three distinct neighborhoods in Avondale. Goals represent an ideal end state of the Specific Plan as reflected in the Vision, and strategies are implementable actions that assist in achieving the associated goal. Each strategy identifies the type, estimated cost, priority level and timeframe for completion, as well as lead City departments and supporting agencies or partners.

The strategies listed below have a correlation with successful economic development strategies and plans, which includes having a strong branding and marketing for the area, distinctive sense of arrival and community through destination placemaking, effective community engagement, a feeling of safety and security for residents, businesses and visitors, quality areas for new development, reliable public infrastructure, effective codes and ordinances for land use and development, strategic, long-term planning with an eye to the future, and finally incentives to help attract new businesses and development to the area.

The focus areas for the implementation strategy include:

- Branding and Marketing
- Destination Placemaking
- Community Engagement
- Public Safety
- Development Opportunities
- Public Infrastructure
- Codes and Ordinances
- Long-term Planning
- Incentives

The time frame for completion is divided into three categories generally:

- Immediate: 12-18 months
- Medium: 2-5 years
- Long: 5+ years



REF CODE	FOCUS AREA	TIMEFRAME/ PRIORITY LEVEL	ESTIMATED COST/ POTENTIAL FUNDING SOURCE	TASK LEAD(S)
1.0	Branding and Marketing			
1.1	Brand Creation and Marketing			
1.1A	Create and implement a marketing plan and collateral specific to the area	Immediate/ High	\$100,000/ Marketing/ Unfunded	Marketing and Public Relations/ Economic Development
1.2	Wayfinding Signage			
1.2A	Add new wayfinding signage at Festival Fields Park entrance, Buckeye Rd and 4th St, and Western Ave at Van Buren St and Central Ave	Immediate/ High	\$20,000/ Engineering/ Funded	Development and Engineering Services
1.2B	Create and install a historical, self-guided walking tour of Western Ave	Mid-Long/ Medium	\$25,000/ Marketing/ Unfunded	Marketing and Public Relations
1.3	Neighborhood Monument Signs			
1.3A	Design and install new neighborhood monument signs for Cashion and Las Ligas/Rio Vista Neighborhoods	Mid/ Medium	\$100,000/CIP/ Unfunded	Development and Engineering Services/ Marketing and Public Relations
1.3B	Design and install destination entry signage to Western Ave at Dysart Rd and Central Ave	Mid/ Medium	\$100,000/CIP/ Unfunded	Development and Engineering Services/ Marketing and Public Relations
2.0	Incentives			
2.1	Increase Marketing of Currently Available Incentives			
2.1A	Create marketing brochure for Western Ave area Opportunity Zone and incorporate it into the marketing plan for the area	Immediate/ High	\$1,500/ Marketing/ Funded	Economic Development
2.1B	Market availability of existing development incentives in the area; i.e. Infill Incentive District, Façade Enhancement Program and New Markets Tax Credits	Immediate/ High	\$2,000/ Marketing/ Funded	Economic Development
2.2	Create New Incentives			
2.2A	Develop a restaurant attraction strategy with accompanying incentive	Immediate/ High	\$300,000/ Unfunded	Economic Development
2.2B	Designate the area around Western Ave as a Central Business District and Redevelopment Area	Mid/High	\$200,000/ Economic Development/ Funded	Economic Development/ Development and Engineering Services/ Finance and Budget



2.2C	Designate an Entertainment District along Western Ave	Mid-Long/ Medium		Economic Development
3.0	Destination Placemaking			
3.1	Key Segment Area			
3.1A	Enhance pedestrian lighting along entire Key Segment Area between Dysart and Central	Mid/ Medium	\$300,000/CIP/ Unfunded	Development and Engineering Services/ Public Works/Parks and Recreation
3.2	Create a Buzz of Activity with Special Events			
3.2A	Identify partnerships to create additional, regular special events such as First Fridays, Movie Nights, Pub Crawls, Local Artist Events, Quarterly Music Festivals, etc.	Immediate-Mid/High	\$120,000/ Public-Private Partnerships/ Unfunded	Parks and Recreation/ Neighborhood and Family Services/ Businesses
3.2B	Expand special event programming to highlight amenities at Festival Fields Park like fishing tournaments, food truck rallies, and pump track events	Immediate-Mid/ Medium	\$150,000/ CIP/Parks and Recreation/ Planned	Economic Development/ Parks and Recreation/ Neighborhood and Family Services
3.3	Enhance Public Gathering Places			
3.3A	Create a specific art plan throughout all historic neighborhoods	Immediate-Mid/ Medium	\$50,000/ Public Art Funds/ Unfunded	Marketing and Public Relations/ Municipal Arts Committee
3.3B	Develop open space or park on the two parcels located at the southeast corner of 111th Ave and Pima St	Mid/ Medium	\$1,000,000/ Unfunded	Parks and Recreation/ Economic Development
3.3C	Encourage storefront advertising and artwork, especially in vacant buildings	Mid-Long/ Medium		Development and Engineering Services/ Community Partners
3.3D	Build public restrooms at Las Ligas Park	Mid-Long/ Medium	\$300,000/CIP/ Unfunded	Parks and Recreation
3.3E	Explore possibility to develop a regional destination like a museum, gallery, etc.	Mid-Long/ Low		Economic Development
4.0	Community Engagement			
4.1	Increase Community Engagement			
4.1A	Form ad-hoc advisory committee to help guide creation of Redevelopment Area and Central Business District from section 2.1D	Immediate/ High		Neighborhood and Family Services/ City Clerk/ Economic Development
4.1B	Identify residents or business owners who can serve as neighborhood ambassadors or champions	Immediate-Mid/ Medium		Neighborhood and Family Services/ Economic Development



5.0	Development Opportunities			
5.1	<i>Retail and Entertainment Development</i>			
5.1A	Attract at least one catalyst tenant to Western Ave between Dysart Rd and 6th St	Mid-Long/ High		Economic Development
5.1B	Locate a grocery-anchored development at Avondale Blvd and Lower Buckeye Rd	Mid-Long/ High		Economic Development
5.1C	Develop a destination Mercado/Kitchen Incubator adjacent to Sam Garcia Library	Long/ Medium	\$2,000,000/ CIP/Economic Development/ Unfunded	Economic Development/ Development and Engineering Services
5.1D	Encourage investment, redevelopment, and replacement housing of vacant infill through flexible development standards and incentives	Immediate		Development and Engineering Services
6.0	Public Infrastructure			
6.1	<i>Roadways, Streetscapes and Parking</i>			
6.1A	Enhance on-street parallel parking along Western Ave west of Central Ave	Mid/ Medium	\$50,000/CIP/ Unfunded	Development and Engineering Services
6.1B	Replace all benches and trash receptacles on Western Ave	Mid/ Medium	\$150,000/ Unfunded	Development and Engineering Services
6.1C	Enhance appearance of major intersection gateways into each neighborhood	Mid-Long/ Medium	\$1,000,000/ CIP/Unfunded	Development and Engineering Services
6.1D	Enhance and activate public alleyways connecting to Hill Drive	Mid-Long/ Medium	\$150,000/CIP/ Unfunded	Development and Engineering Services
7.0	Codes and Ordinances			
7.1	<i>Land Use and Zoning</i>			
7.1A	Expand OTAB zoning north and south of Western Ave and market the Live/Work flexibility this zoning offers	Immediate-Mid/ Medium	\$5,000/ Unfunded	Development and Engineering Services
7.1B	Rezone properties south of Buckeye Rd from Litchfield Rd to Dysart Rd to encourage denser development	Immediate-Mid/ Medium	\$5,000/ Unfunded	Development and Engineering Services
7.1C	Rezone properties along Buckeye Rd in Cashion District to CBD Zoning	Immediate-Mid/ Medium	\$5,000/ Unfunded	Development and Engineering Services
7.1D	Rezone properties along Dysart Rd to C-2 zoning from Western Ave to Riley Dr	Mid-Long/ Medium	\$5,000/ Unfunded	Development and Engineering Services
7.2	<i>Annexation and Design Standards</i>			
7.2A	Annex and rezone area west of the southwest corner of El Mirage Rd and Buckeye Rd	Immediate-Mid/ Medium	\$5,000/ Unfunded	Development and Engineering Services



7.2B	Annex the area north of Buckeye Rd in the Cashion neighborhood and work with property owners and developers to activate the area	Immediate/ Medium	\$5,000/ Unfunded	Development and Engineering Services/Economic Development
7.2C	Ensure standards and codes maintain historic character, integrity, and views of mountains in the Las Ligas neighborhood	Immediate-Mid/ Medium		Development and Engineering Services
8.0	Public Safety			
8.1	Enhance Feeling of Safety			
8.1A	Increase police presence with more visible patrolling and crime suppression details	Immediate-Mid/ High	\$200,000/ Funded	Police
8.1B	Enhance crime prevention through environmental design standards (CPTED)	Mid/ High		Development and Engineering Services

3.2 FUNDING STRATEGIES

Implementing this Plan with its goals and strategies over three distinct neighborhoods is likely to require a substantial investment of capital. While some of the upgrades, expansions, and enhancements could be funded through direct investment through property and business owners, substantial public investment is required. Further incentives may be required to help spur new, private investment in the area as well. Public investment by the City could be in the form of utility upgrades, roadway and streetscape enhancements, additional public lighting, new community gathering space, and much more.

This section provides an overview of some of the programs that could be used to help promote and encourage development. This section is intended to provide an overview of a selection of available programs that could be considered by the City and is not meant to be an exhaustive list of available programs.

Arizona Special Taxing Districts

Title 48 of the Arizona Revised Statutes authorize a variety of special taxing districts. These strategies require the imposition of an additional property tax or special assessment on the subject property owners to fund public improvements and/or operations.

Specifically, Chapter 4 of Title 48 authorizes Municipal Improvement Districts for:

- **Article 1**—Opening, widening and closing public ways
- **Article 2**—General public improvements and improvement bonds
- **Article 3**—General improvement fund and investment bonds
- **Article 4**—Refunding municipal improvement districts bonds for savings
- **Article 5**—Street and highway improvement bonds



Among the taxing districts that could be used to support redevelopment include:

- **Enhanced Municipal Service District (ARS 48-575).** Creates a district with specific funds used to enhance public services within the special taxing district. 50% or more of the property owners must object to the district creation.
- **Revitalization District (ARS 48-6801).** Creates a separate, legal entity created by petition of landowners and allows for the formation of a taxation district to fund public infrastructure in the district.

Government Property Lease Excise Tax (GPLET)

One of Arizona's available redevelopment tools is the GPLET program. The goal of the program is to help reduce the operating costs of a redevelopment project by replacing the real property tax with an excise tax. The program can be used for up to twenty-five years, requires that the land and buildings be transferred to a government entity, and leased back for private use. However, under current legislation, the land and the improvements must be conveyed back to the lessee after eight years. GPLET excise taxes are computed on a per square foot basis, based on the property use type.

Central Business District (CBD)

A Central Business District designation provides an incentive that abates property tax for up to eight years for new development in the designated area. The City may designate a single CBD which must be geographically compact and limited to 960 total acres or 2.5% of the total land area of the City. A CBD must be entirely located within a designated Redevelopment Area.

Community Development Block Grant (CDBG)

The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs. Beginning in 1974, the CDBG program is one of the longest continuously run programs at HUD. The CDBG program provides annual grants on a formula basis to address key program areas.

APPENDIX 1
Historic Avondale Market Analysis
November 2019

Market Analysis of Revitalization Areas Avondale, Arizona



Prepared for:

City of Avondale

November 2019

Prepared by:



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

Table of Contents

Executive Summary	i
1.0 Greater Phoenix Economy Overview	1
2.0 Market Area Overview	6
3.0 Retail	13
4.0 Multi-Family	19
5.0 Industrial	21
6.0 Case Studies	24
7.0 Conclusions & Recommendations	49



Executive Summary

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

Case Studies

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

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

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

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

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



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

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

Historic Avondale

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

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

Demographic Comparisons									
	Historic Avondale			Historic Chandler			Historic Gilbert		
	1 mile	3 mile	5 mile	1 mile	3 mile	5 mile	1 mile	3 mile	5 mile
Population	16,189	69,408	174,437	20,660	142,797	322,192	15,891	124,896	404,069
Households	4,752	21,339	55,611	6,512	52,550	116,387	5,864	43,522	141,669
Families	3,455	15,900	42,759	4,416	34,680	80,825	3,987	31,701	97,227
Average Household Size	3.38	3.23	3.13	3.16	2.71	2.76	2.71	2.86	2.84
Owner Occupied Housing Units	2,096	12,084	37,879	2,562	30,399	75,220	3,445	29,942	88,018
Renter Occupied Housing Units	2,655	9,255	17,732	3,949	22,151	41,168	2,420	13,580	53,651
Median Age	28.4	30.1	32.3	28.6	33.9	35.4	33.7	34.9	33.6
Median Household Income	\$42,671	\$58,494	\$67,787	\$49,244	\$74,542	\$84,028	\$64,662	\$80,553	\$66,258
Source: ESRI Business Analyst 2019									

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



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

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

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

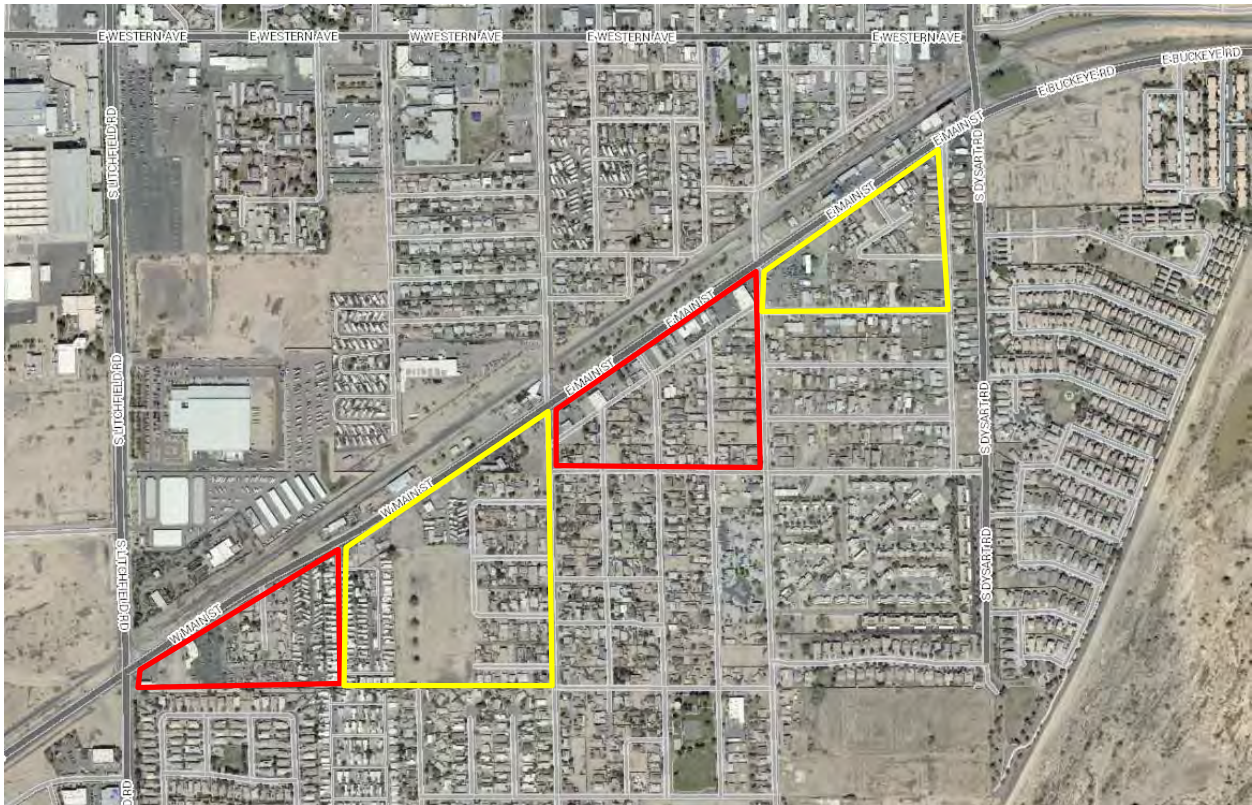
Avondale should give consideration to the following to help create a more attractive economic environment for a future restaurant and entertainment district:

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

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

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





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

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

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

Cashion

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

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

Interim/Temporary Uses

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

- **Pop-Up Events:** As discussed previously for Historic Avondale, food truck, movies at the park and other public events could be held at any of the historic neighborhoods. These events provide additional foot traffic to nearby commercial establishments.
- **Pride of Ownership:** For the historic residential neighborhoods, grants and loans for home and yard improvement could help improve overall aesthetics which can create a ripple effect in the neighborhood and also attract new development. Along these same lines, additional sidewalk and vacant lot edge planting would also improve the overall look of the neighborhoods. Heritage signage could also be a consideration for neighborhood identity. Finally, code education/DIY workshops regarding neighborhood safety (block watch/signage) as well as beautification could be held periodically in each neighborhood.



1.0 Greater Phoenix Economy Overview

1.1 Employment

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

Greater Phoenix Employment Growth Rank Metro Areas With More than 1 Million Jobs					
Year	Greater Phx Rank	Number of Metro Areas	Year	Greater Phx Rank	Number of Metro Areas
1991	6	19	2006	1	26
1992	4	19	2007	10	28
1993	2	19	2008	24	28
1994	1	19	2009	22	23
1995	1	20	2010	22	22
1996	1	21	2011	13	24
1997	2	22	2012	10	27
1998	1	22	2013	7	28
1999	2	23	2014	15	30
2000	6	24	2015	11	31
2001	6	25	2016	7	33
2002	5	24	2017	4	33
2003	3	24	2018	3	35
2004	2	24	2019*	3	36
2005	1	25			
*Data through March 2019 Source: U.S. Bureau of Labor Statistics					



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

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

Source: U.S. Census

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

Source: U.S. Census

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

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

Source: U.S. BLS

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

Source: U.S. BLS



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

1.2 Residential Development

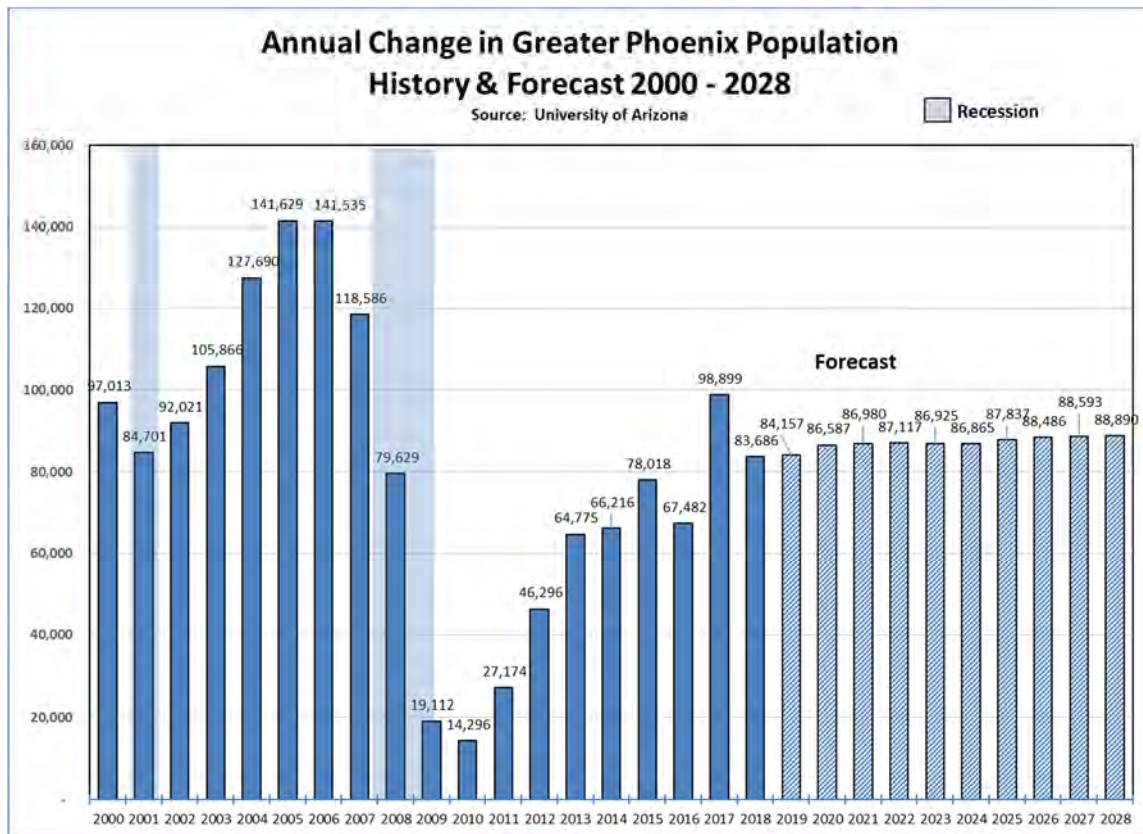
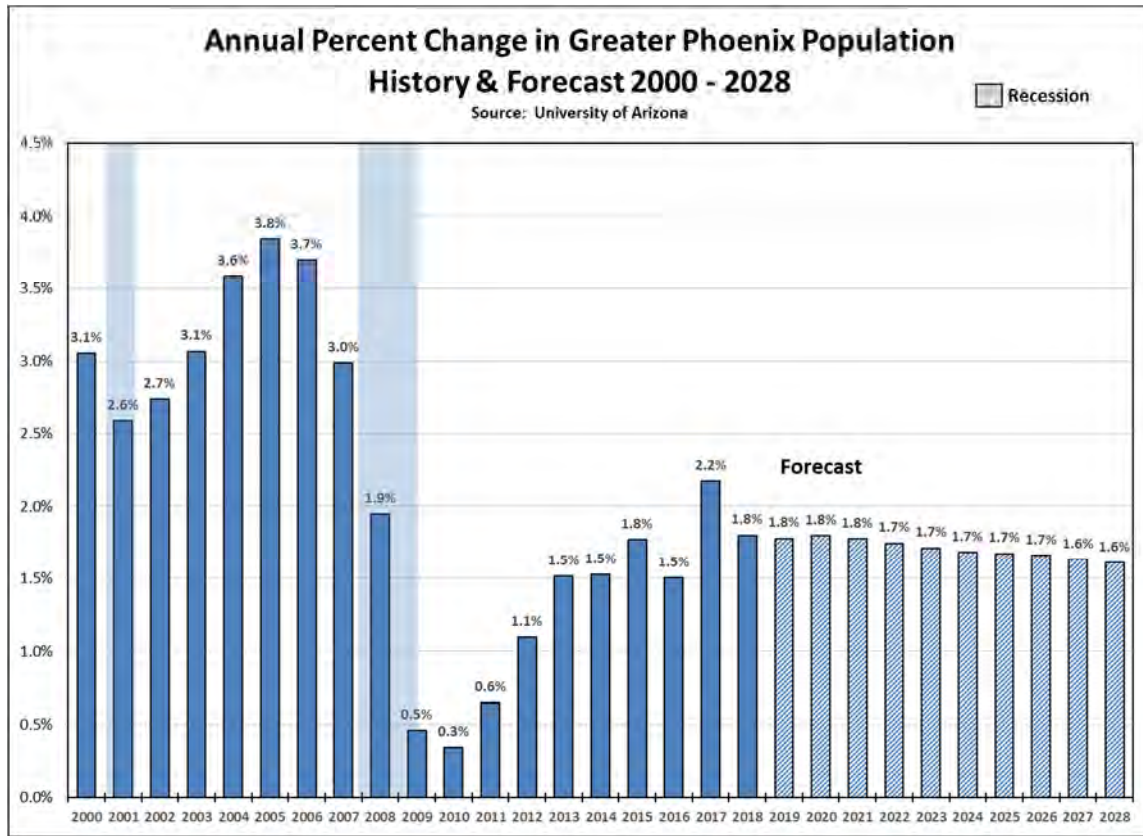
While Greater Phoenix is now experiencing strong growth, the overall recovery since the end of the recession has been slow. The region's residential homebuilding market has still not returned to levels of historical performance typically following a recession. In contrast, the multi-family market has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

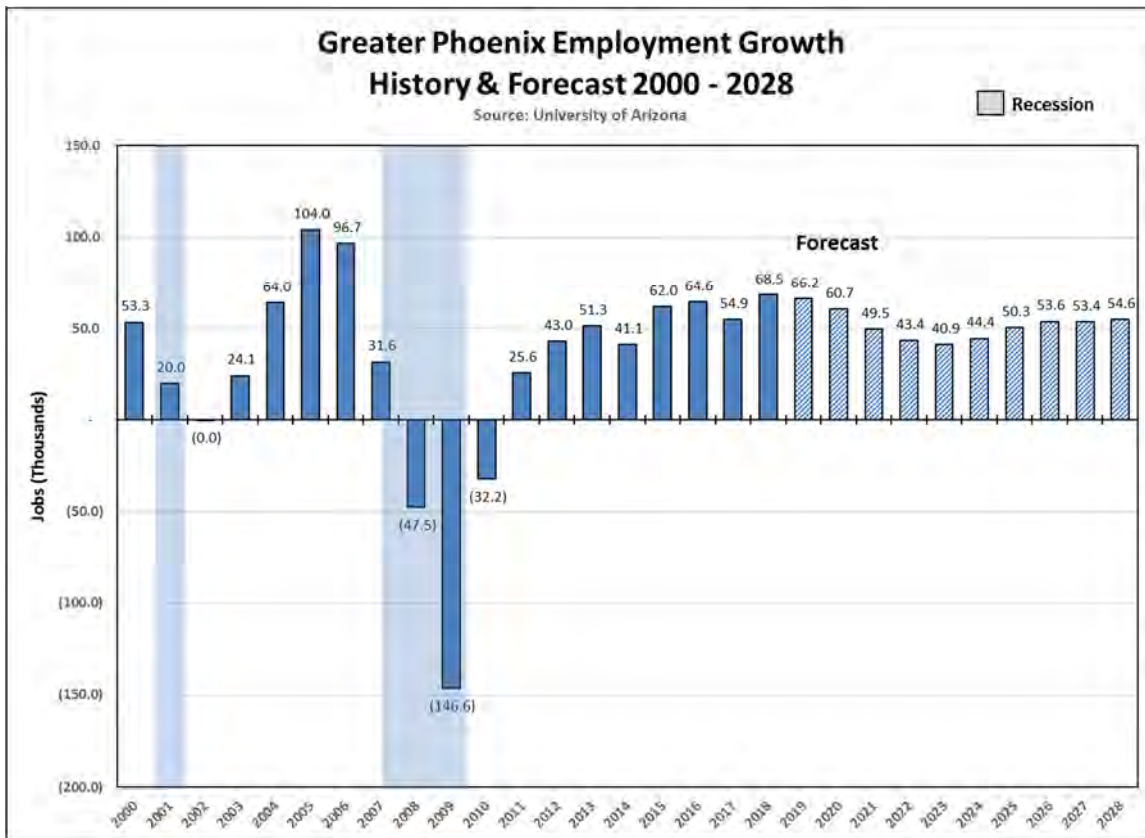
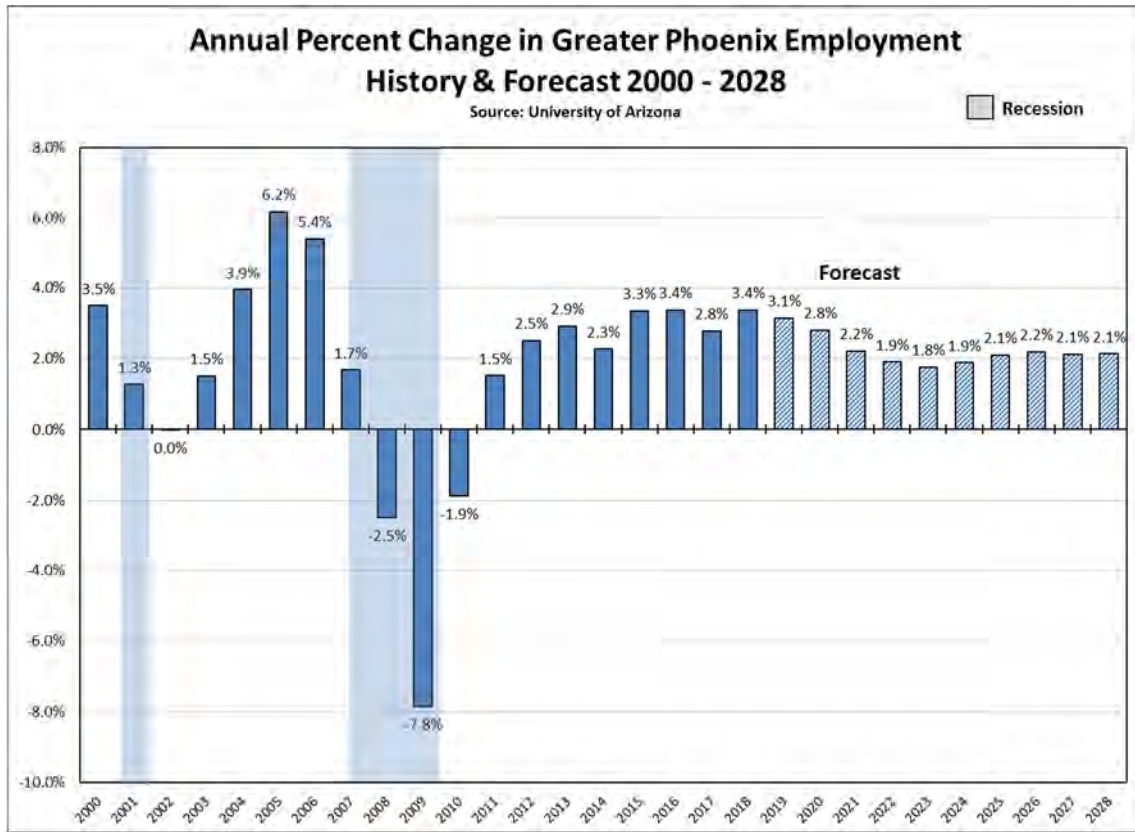
1.3 Forecasts

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

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

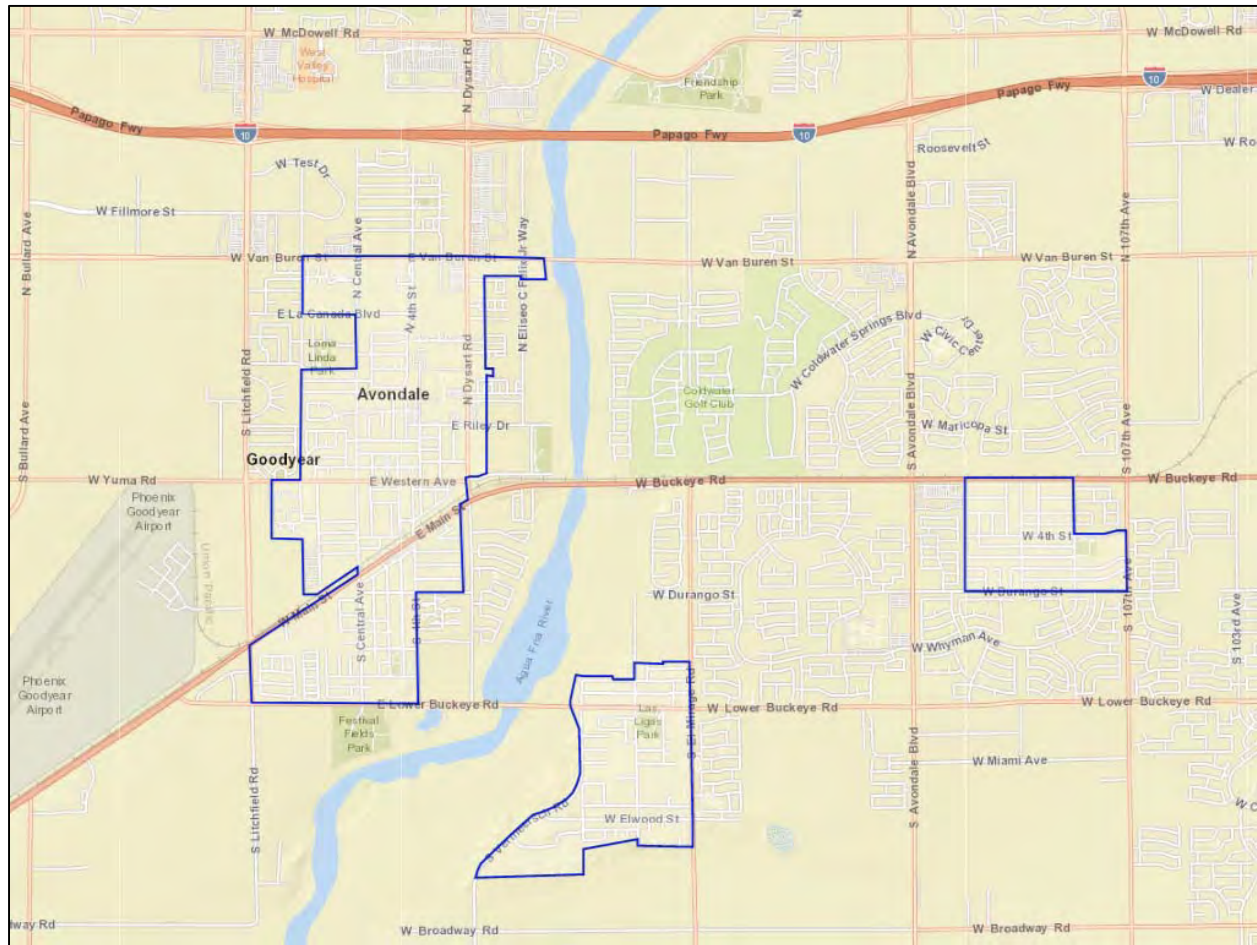






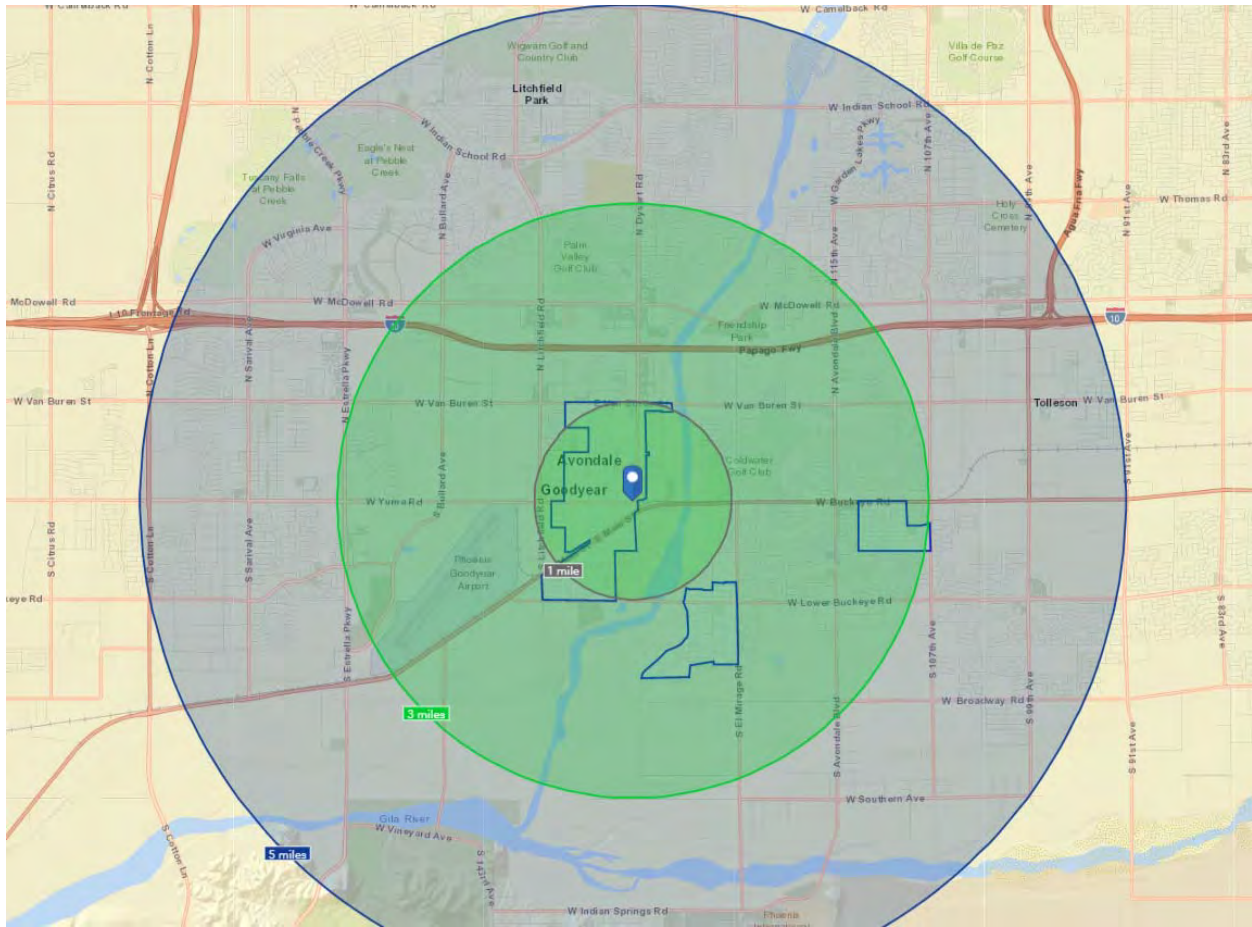
2.0 Market Area Overview

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



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





2.1 Demographic Summary

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

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

2.2 Population Projections

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

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

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

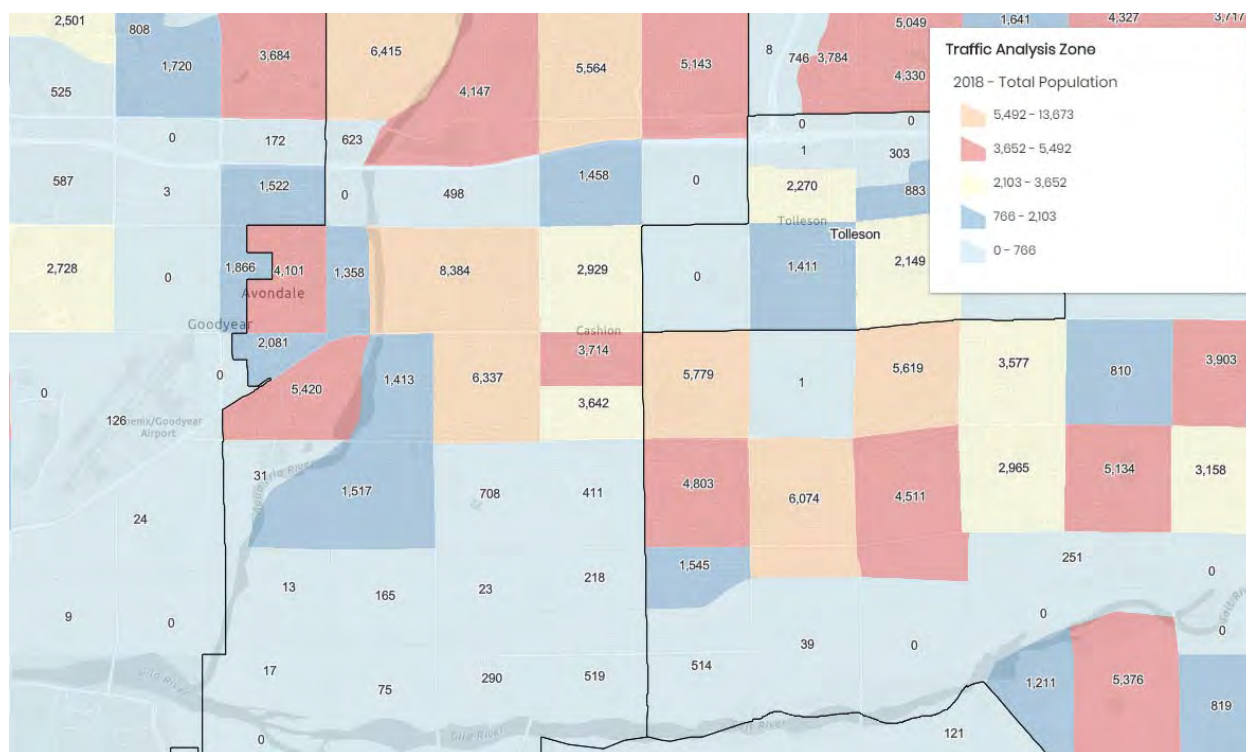


South Avondale Long Term Projections 2018-2055						
	2018	2020	2030	2040	2050	2055
3-Mile Radius						
Total Population	83,174	86,206	103,211	115,739	124,306	127,866
New Population		3,032	17,005	12,528	8,567	3,560
Annual % Growth		1.8%	1.8%	1.2%	0.7%	0.6%
Site Based Jobs	25,879	27,068	34,686	44,384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

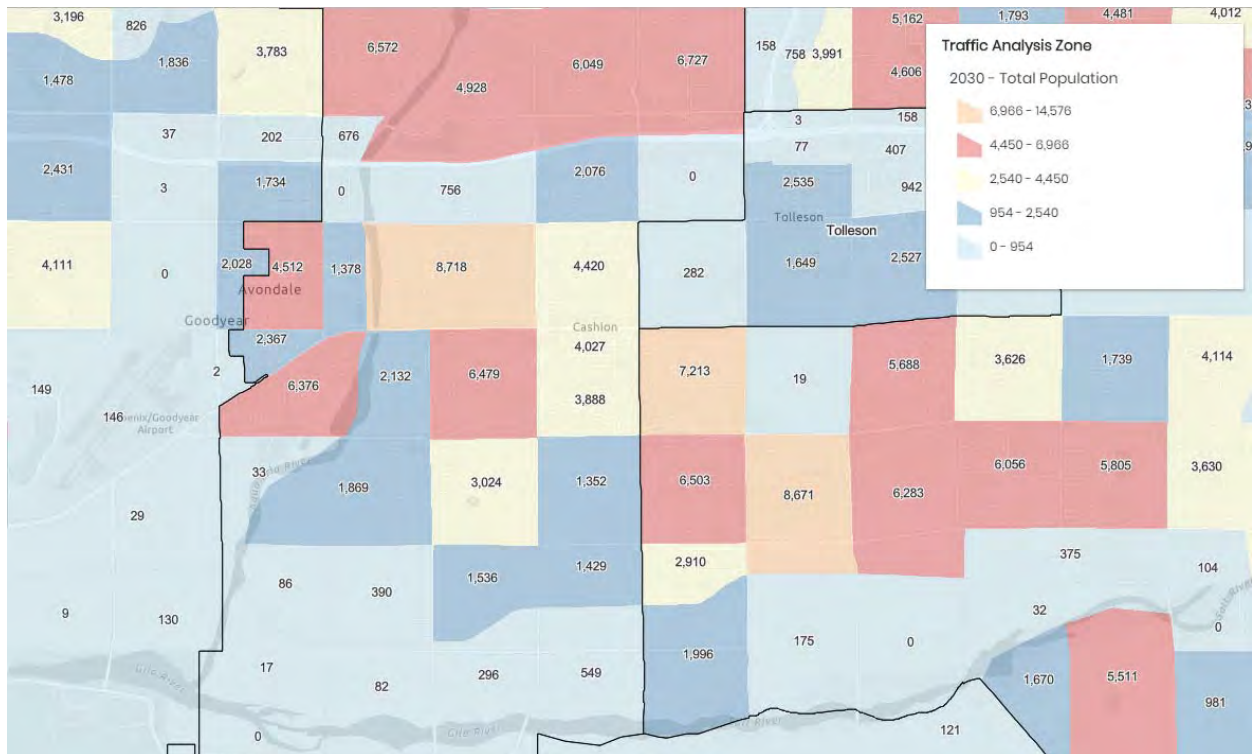
Source: Maricopa Association of Governments 2019

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

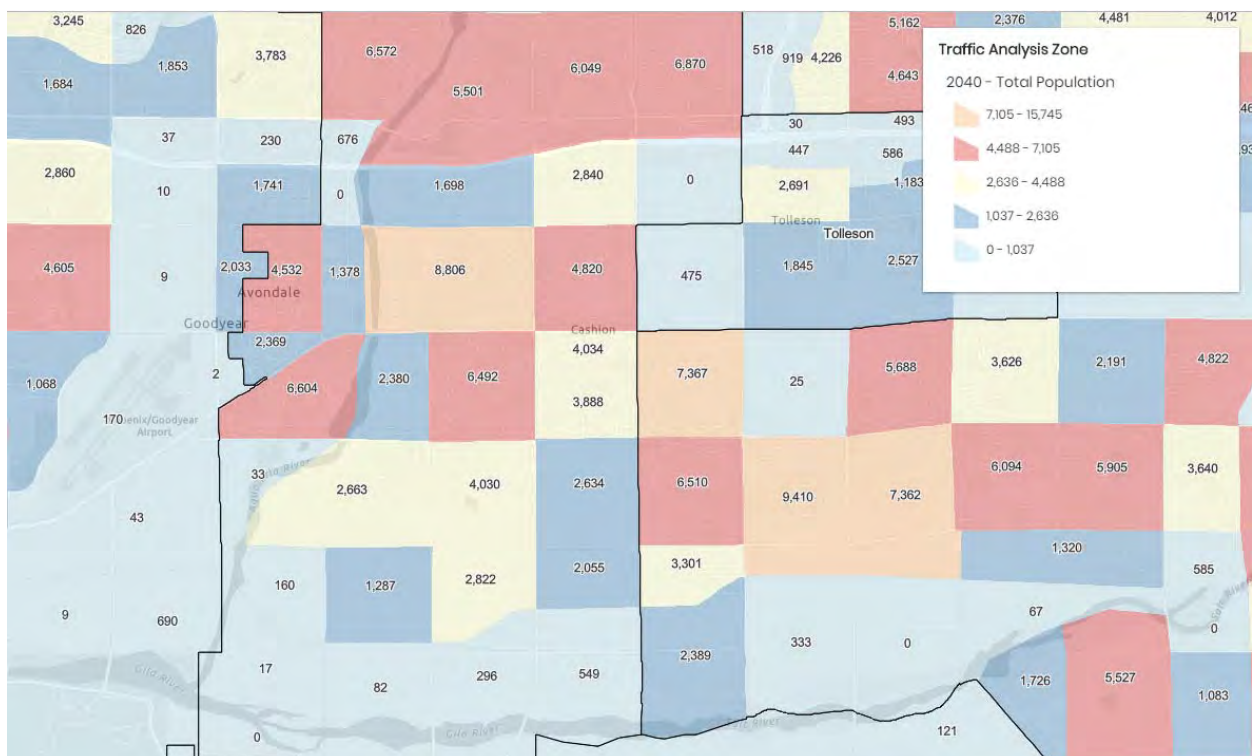
2018



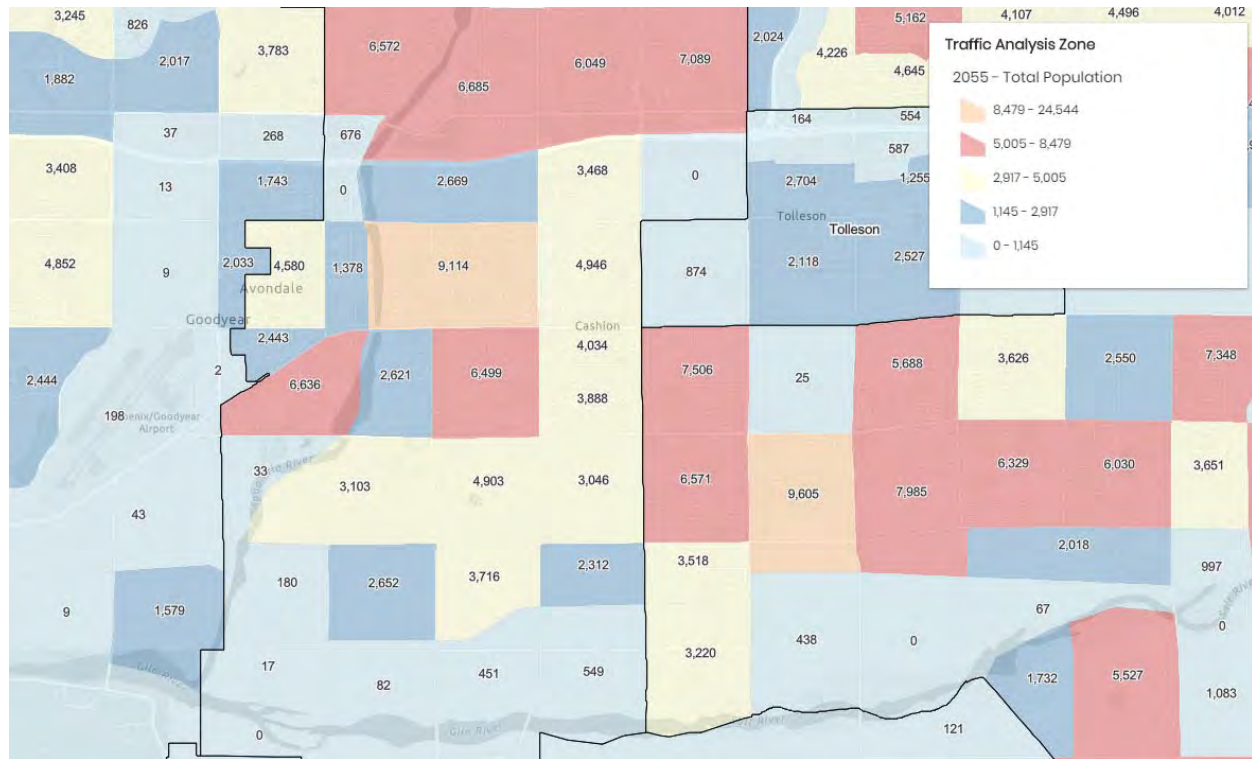
2030



2040



2055



2.3 New Development

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

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

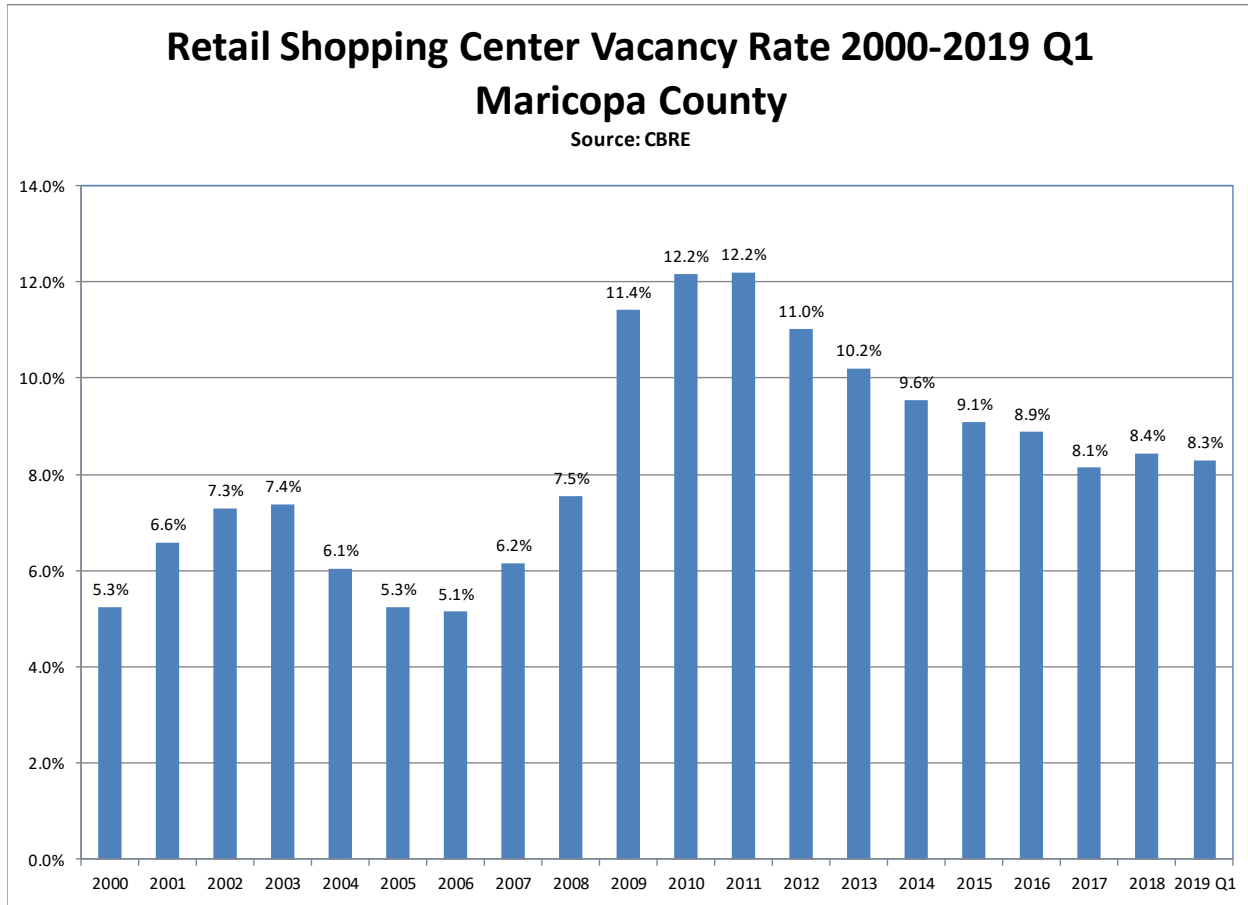




3.0 Retail

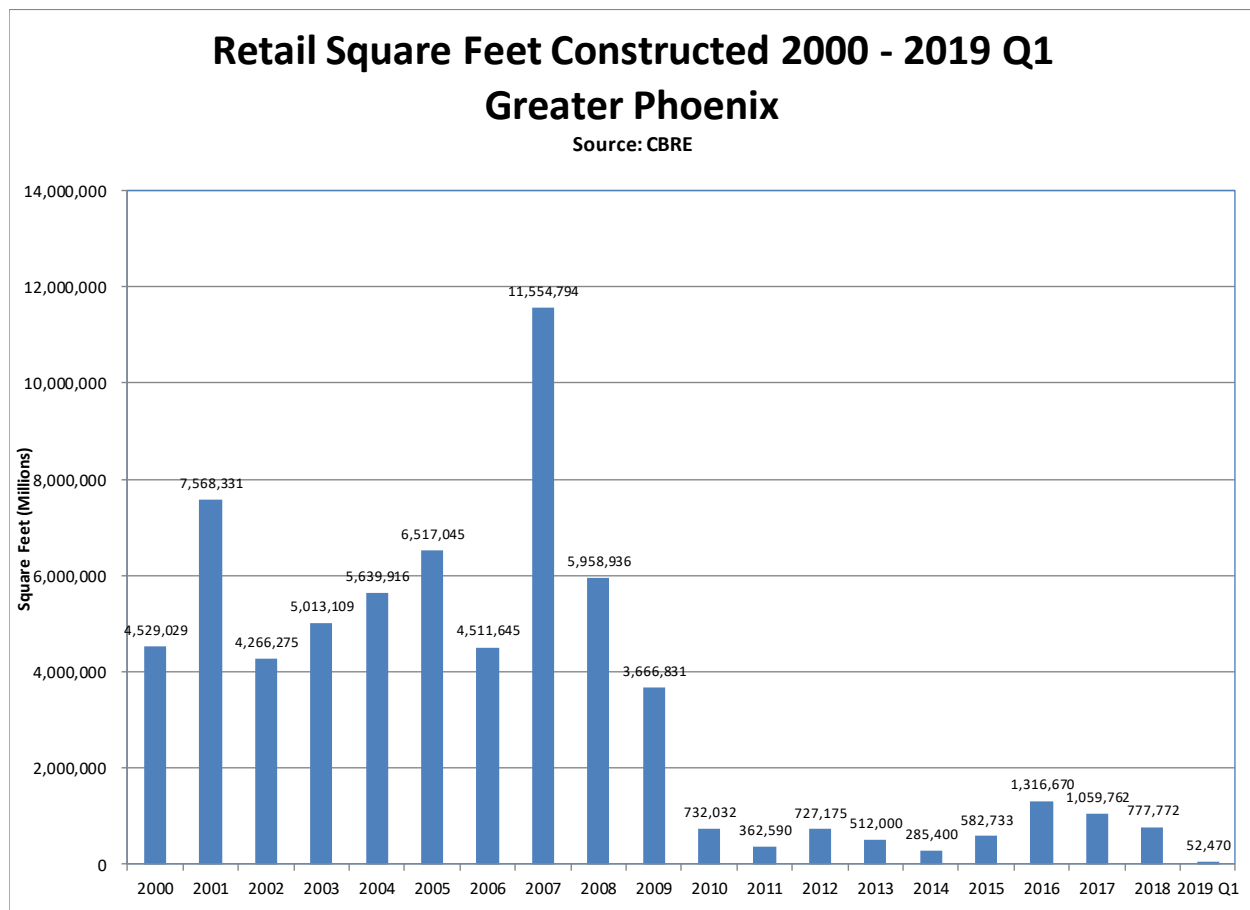
3.1 Maricopa County Retail Market

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



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





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

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

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



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

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

3.2 Southwest Valley Retail Market

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

Retail Construction Phases Under Construction & Planned					
Property Name Address	Total SF Year Built	Existing	Under Construction	Planned	Development Type
ALDI Laveen Center SE Baseline Rd/59th Ave	52,900 2019			52,900	Neighborhood Center
Canyon Trails Towne Center NE Yuma Rd Cotton Ln	700,000 2008	389,271		139,300	Power Center
EoS Fitness NE Encanto Ave/75th Ave	81,000 2018	35,000		46,000	Neighborhood Center
Estrella Commons SEC I-10/Estrella Pkwy	190,400 2019			190,400	Neighborhood Center
Laveen Park Place SW Baseline Rd/59th Ave	273,763 2018			273,763	Power Center
Maya Cinemas SW McDowell Rd/67th Ave	83,076 2019			83,076	Neighborhood Center
Park 10 SE McDowell Rd/107th Ave	146,305 2016	69,665		76,640	Retail/Office
Pebblecreek Village SW McDowell Rd Pebble Creek Pkwy	176,420 2018			176,420	Neighborhood Center
Sundance Marketplace SE Yuma Rd Watson Rd	64,151 2018			64,151	Community Center
Village Grove at Verrado NW Indian Schl Rd Jackrabbit Trl	173,557 2018			140,270	Neighborhood Center
Properties: 10	1,941,572	493,936		1,242,920	
Source: CBRE					

3.3 Market Area Spending Potential

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

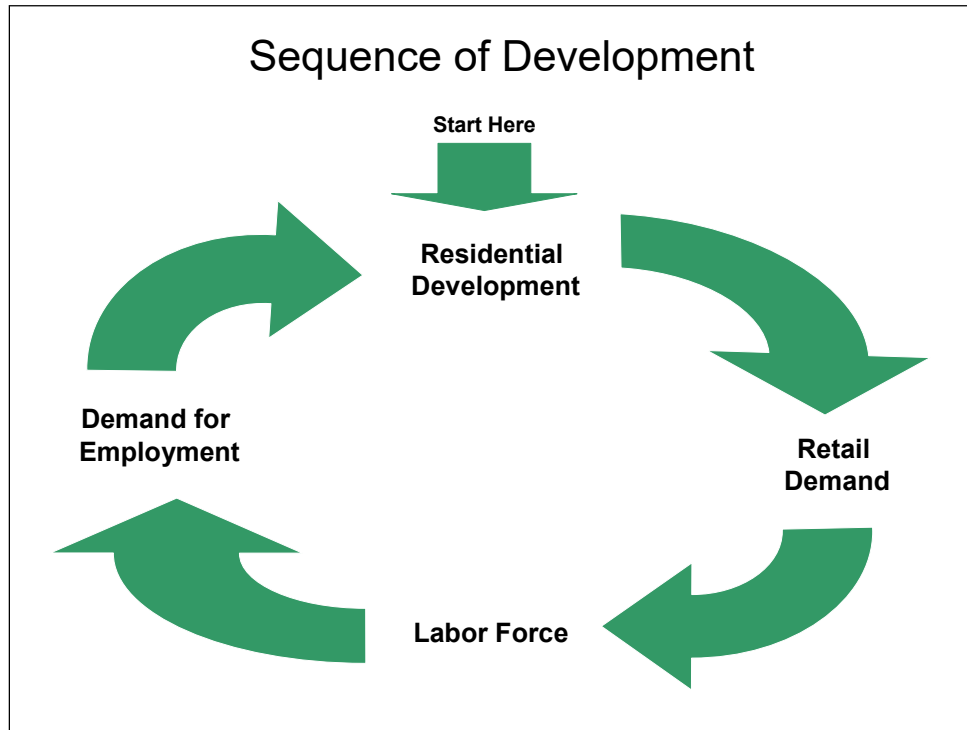


Due to the extensive amount of retail along the I-10 within the market area, the current retail gap analysis shows very few gaps in the market today. Based on the data below, a gas station is the only category that shows any short term potential.

Retail MarketPlace Profile Avondale Revitalization Areas - 3 Mile Radius			
Summary Demographics			
2019 Population	69,408		
2019 Households	21,339		
2019 Median Disposable Income	\$50,534		
2019 Per Capita Income	\$22,108		
2017 Industry Group	Demand (Retail Potential)	Supply (Retail Sales)	Retail Gap
Motor Vehicle & Parts Dealers	\$124,322,513	\$236,560,451	-\$112,237,938
Furniture & Home Furnishings Stores	\$19,510,168	\$26,400,666	-\$6,890,498
Electronics & Appliance Stores	\$19,641,897	\$28,274,020	-\$8,632,123
Bldg Materials, Garden Equip. & Supply Stores	\$39,559,337	\$60,992,957	-\$21,433,620
Food & Beverage Stores	\$98,341,569	\$140,940,039	-\$42,598,470
Health & Personal Care Stores	\$35,092,355	\$44,986,527	-\$9,894,172
Gasoline Stations	\$55,988,593	\$25,297,676	\$30,690,917
Clothing & Clothing Accessories Stores	\$27,292,863	\$17,894,315	\$9,398,548
Sporting Goods, Hobby, Book & Music Stores	\$16,418,535	\$31,773,695	-\$15,355,160
General Merchandise Stores	\$112,520,002	\$277,718,976	-\$165,198,974
Miscellaneous Store Retailers	\$22,681,256	\$29,403,633	-\$6,722,377
Nonstore Retailers	\$5,752,599	\$133,527	\$5,619,072
Food Services & Drinking Places	\$63,550,407	\$136,731,537	-\$73,181,130
Source: Esri and Infogroup. Esri 2019 Updated Demographics. Esri 2017 Retail MarketPlace. Copyright 2019 Esri. Copyright 2017 Infogroup, Inc. All rights reserved.			

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





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



Future Retail Spending Analysis Avondale Revitalization Areas 3-Mile Radius		
Income & Spending Assumptions	Dollars	Percent of Income
Market Area Average Household Income 2019	\$71,924	
Total Retail Spending/Hhld (Excluding vehicles)	\$18,874	26.2%
Local-Serving Retail Spending	\$8,106	11.3%
Grocery Spending/Hhld	\$4,102	5.7%
Other Non-Grocery Local-Serving Retail Spending/Hhld	\$4,003	5.6%
Regional-Serving Retail Spending/Hhld	\$7,504	10.4%
Restaurant Spending/Hhld	\$3,264	4.5%
	2030	2040
New Population	20,037	32,565
Households (based on 3.25 pers/hhld)	6,165	10,020
Supportable Local-Serving Retail Demand		
Total Grocery Spending	\$25,292,426	\$41,106,345
Supportable SF at \$500 Per SF in Sales	50,585	82,213
Other Local-Serving Retail Spending (excluding Groceries)	\$24,680,655	\$40,112,070
Supportable SF at \$300 Per SF in Sales	82,269	133,707
Sources: U.S. Consumer Expenditure Survey, ESRI 2019, AZ DOA		



4.0 Multi-Family

4.1 Maricopa County Overview

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

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

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

Source: RealData



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

4.2 West Valley Overview

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

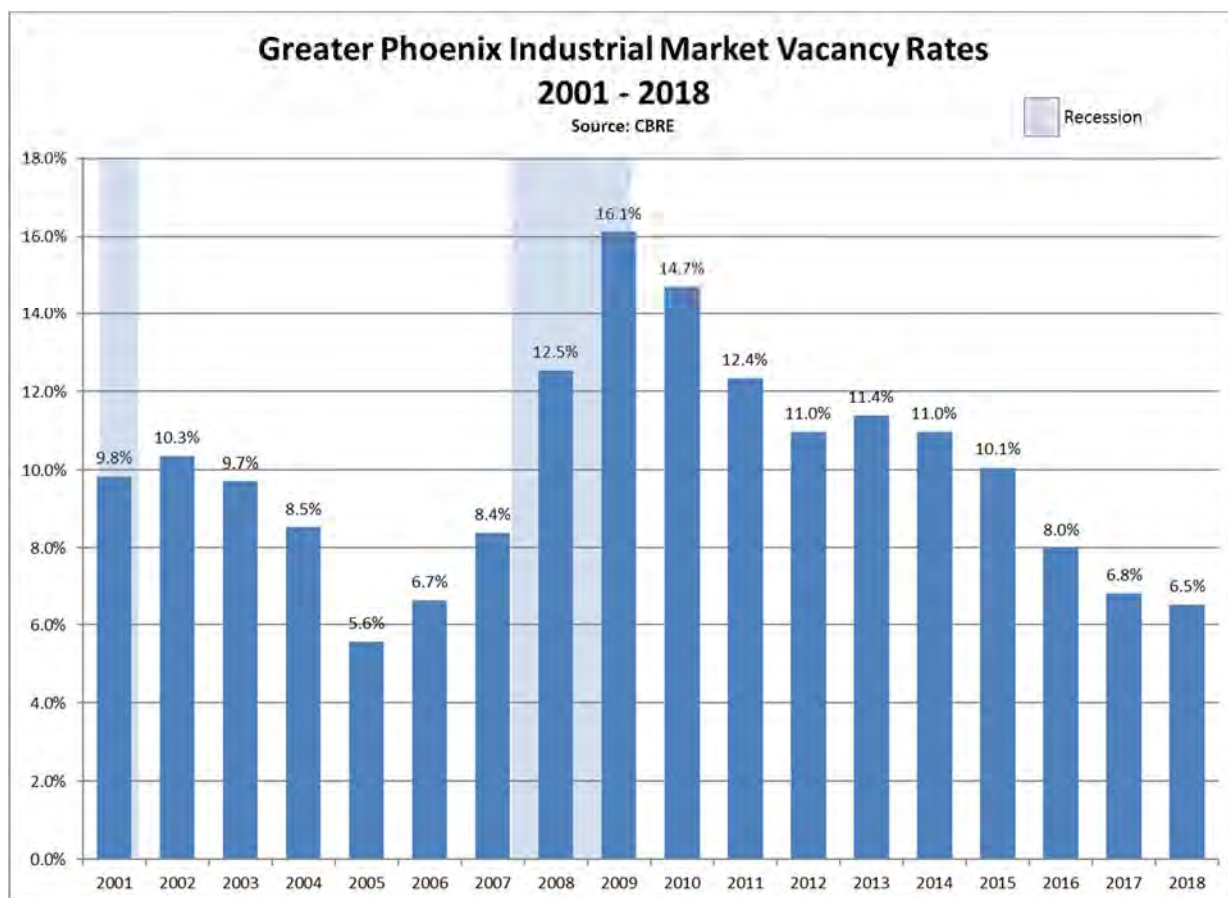
There have been positive trends in apartment development for the suburban areas of the Valley, especially for sites with freeway access. Just a few years ago, there were no active apartment projects west of the I-17. Today, there are several projects that have been built, under construction, or in the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



5.0 Industrial

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

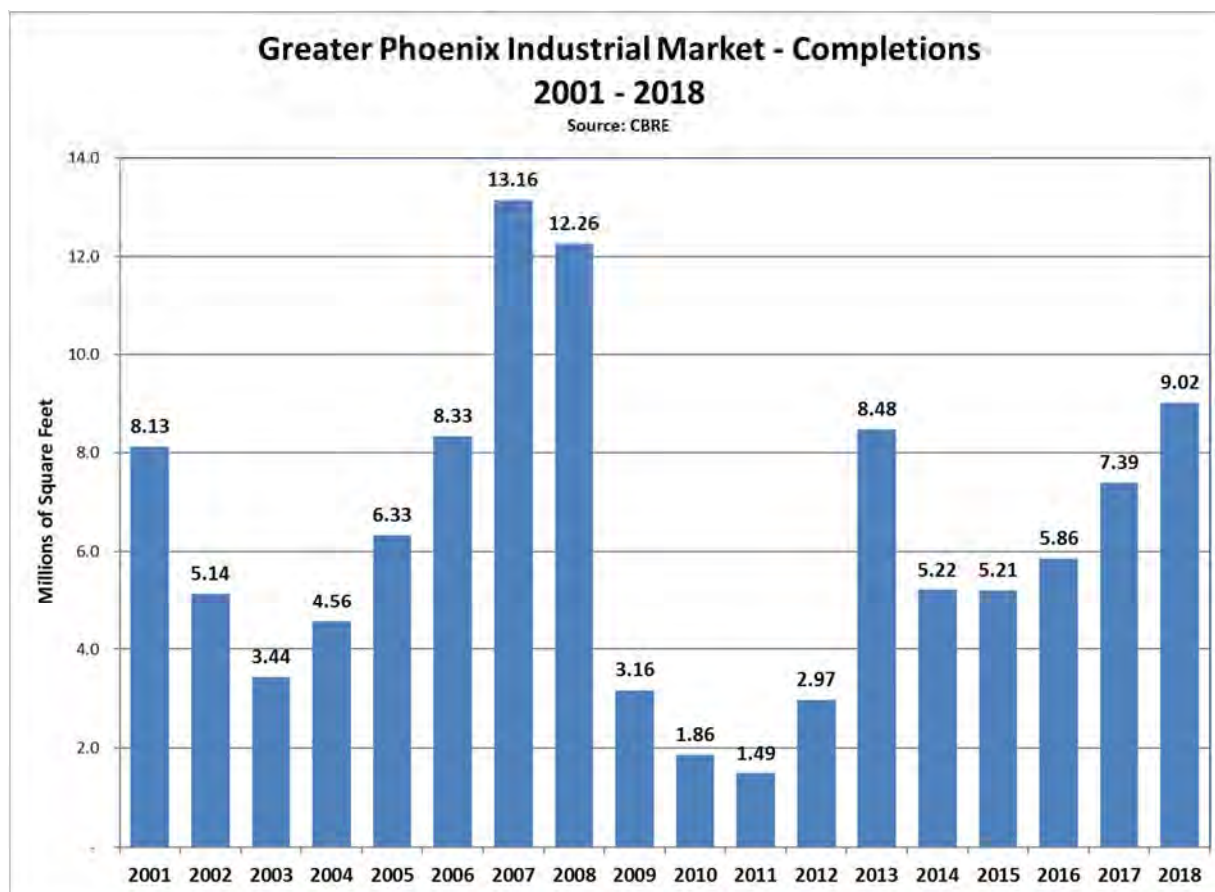
The vacancy rate for the industrial market has averaged just under 10% over the last 17 years. Prior to the Great Recession, the vacancy rate declined to 5.6% before spiking to 16.1% at the height of the recession. Since 2009, vacancy rates have declined to 6.7% suggesting near full occupancy of the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

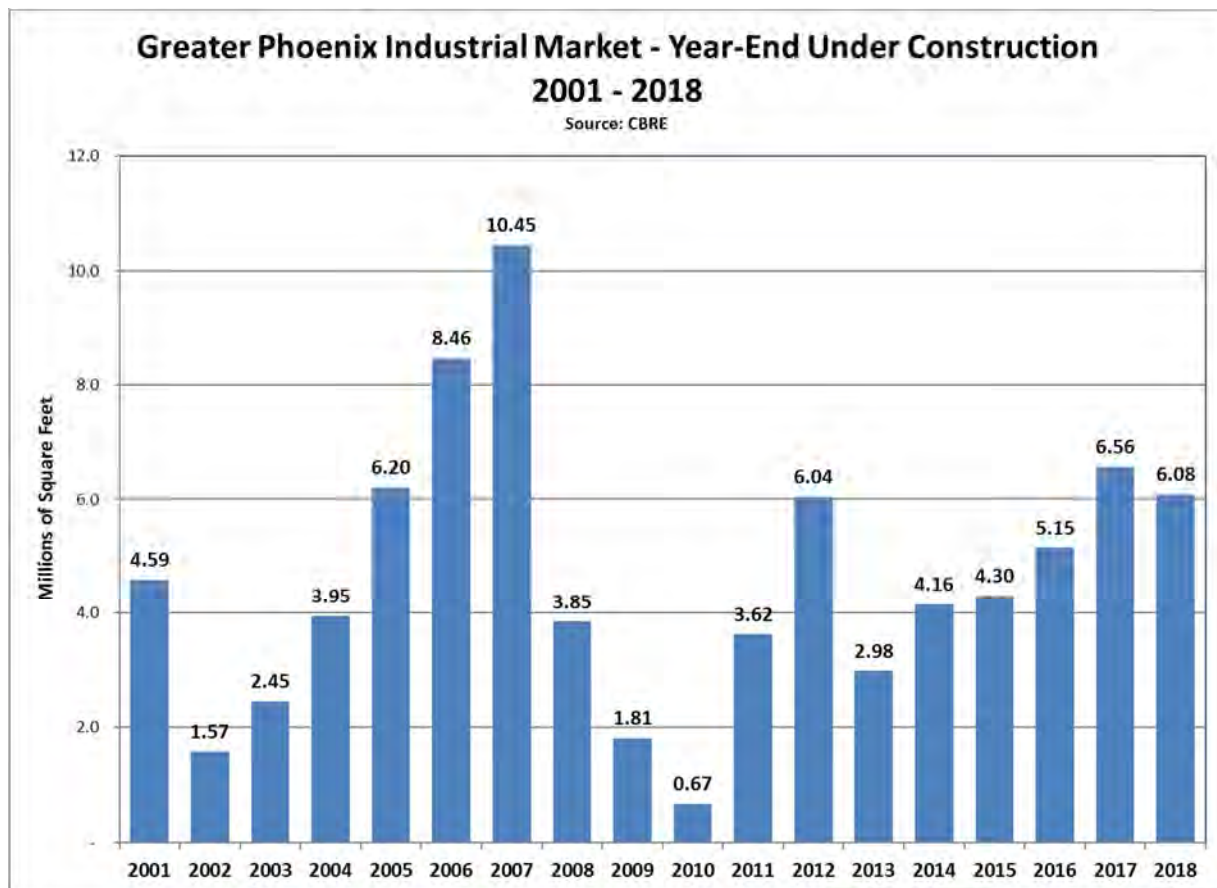


The Greater Phoenix industrial market experienced significant levels of construction activity in 2007 and 2008 in response to the strong demand for industrial space in the 2004 to 2006 timeframe. More than 25 million square feet of industrial space was constructed in 2007 and 2008 which led to the high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



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





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

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

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



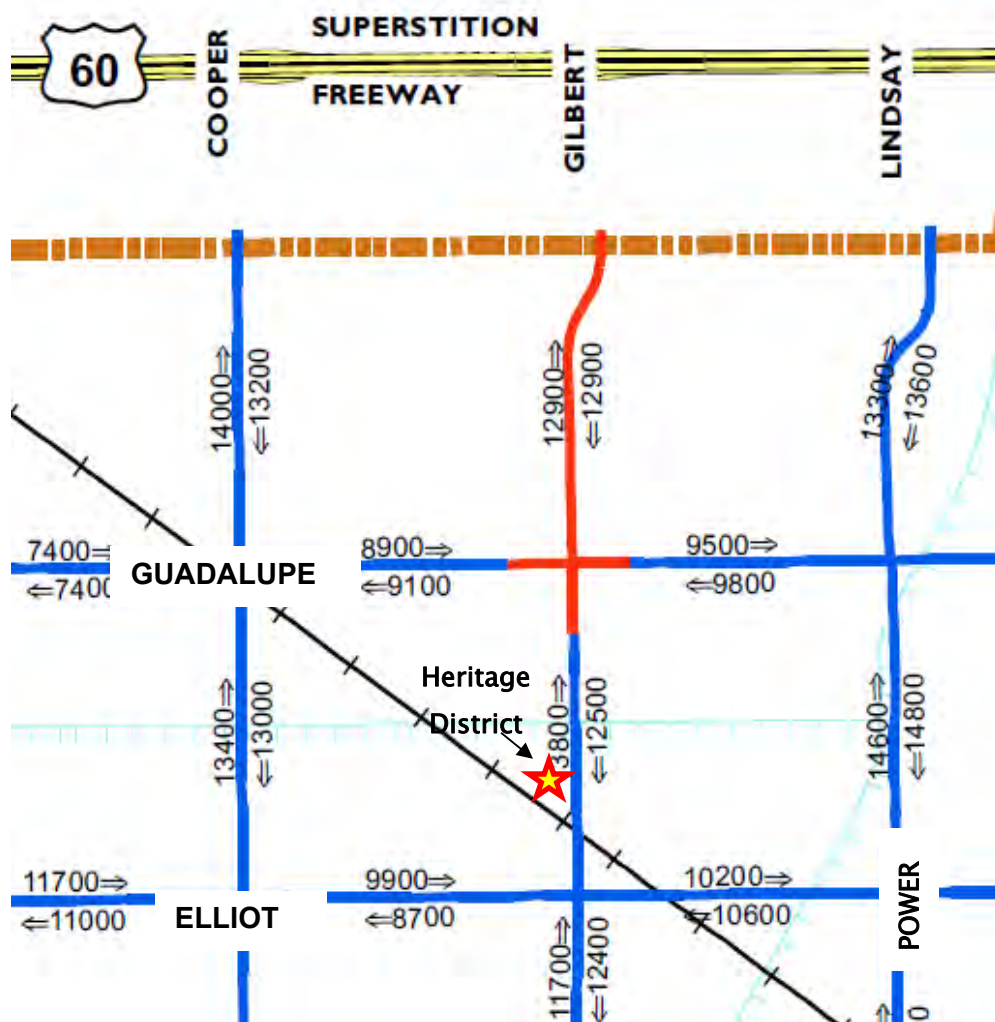
6.0 Case Studies

6.1 Historic Gilbert Heritage District

6.1.1 Site Access and Visibility

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

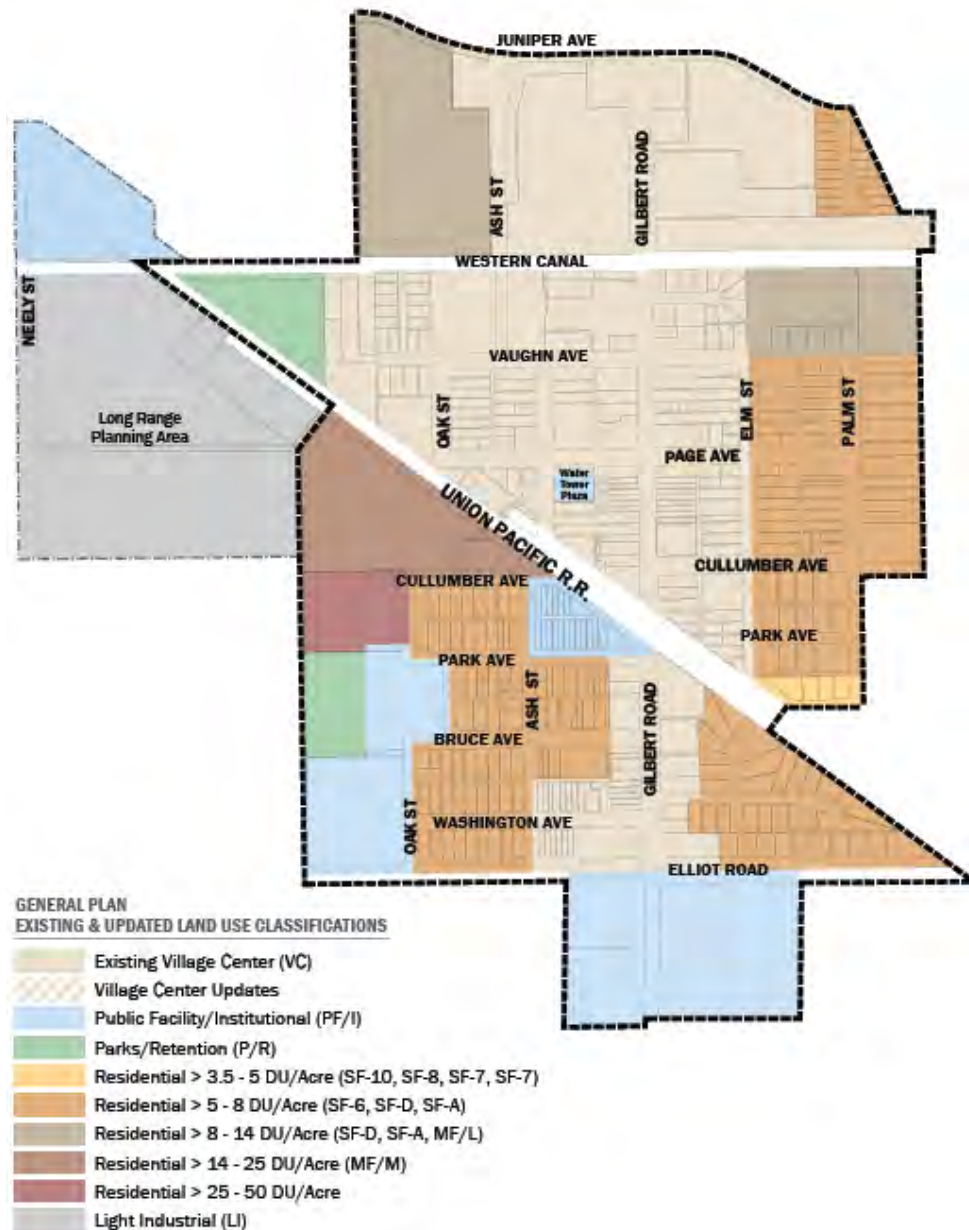
2017 Average Daily Traffic Counts



6.1.2 Regional Character

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

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



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

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

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

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





HERITAGE DISTRICT

SHOP

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

EXPLORE

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

Indicates Events In Gilbert

DINE

- 25 Barrio Queen
388 N Gilbert Rd
480-634-5025
barrioqueen.com
- 26 Bergies Coffee Roast House
309 N Gilbert Rd
480-497-3913
bergiescoffee.com
- 27 Burger King
450 N Gilbert Road
602-497-1847
bk.com
- 28 Champions Sports Saloon
211 N Gilbert Rd
480-545-9669
championssportssaloon.com
- 29 Clever Koi
384 N Gilbert Rd, Ste 104
480-306-4237
thecleverkoi.com
- 30 Creamistry
335 N Gilbert Rd
480-632-2251
creamistry.com
- 31 Dairy Queen
437 N Gilbert Rd
480-892-9180
dairyqueen.com
- 32 Dutch Bros. Coffee
459 N Gilbert Rd
480-539-8888
dutchbros.com
- 33 Even Stevens Sandwiches
384 N Gilbert Rd
480-319-7220
evenstevens.com
- 34 Farmhouse Restaurant
228 N Gilbert Rd
480-926-0676
farmhouseofgilbert.com
- 35 Grubstak
384 N Gilbert Rd, Ste 106
480-699-9188
grubstak.com
- 36 Joe's Real BBQ
301 N Gilbert Rd
480-503-3805
joesrealbbq.com
- 37 Joyride Taco House
302 N Gilbert Rd
480-632-8226
joyridetacohouse.com
- 38 Liberty Market
230 N Gilbert Rd
480-892-1900
libertymarket.com
- 39 LoLo's Chicken & Waffles
366 N Gilbert Rd
480-207-6173
loloschickenandwaffles.com
- 40 Nico Heirloom Kitchen
366 N Gilbert Rd
480-584-4760
nicoaz.com
- 41 Oregon's Pizza Bistro
328 N Gilbert Rd
480-882-9336
oregonos.com
- 42 O.H.S.O. Brewery + Distillery
335 N Gilbert Rd
602-900-9004
ohsobrewery.com
- 43 Petersen's Ice Cream & Café
366 N Gilbert Rd
480-497-3878
petersenicecream.com
- 44 Pomo Pizzeria Napoletana
366 N Gilbert Rd
480-878-2222
pomopizzeria.com
- 45 Postino East
302 N Gilbert Rd
480-632-2251
postinowinecafe.com
- 46 Rocket Fizz
350 N Gilbert Rd, Ste 2
480-219-6981
rocketfizz.com
- 47 Romeo's Euro Café
207 N Gilbert Rd, Ste 105
480-962-4224
eurocafe.com
- 48 Snooze A.M. Eatery
310 N Gilbert Rd
480-654-4488
snoozeeatery.com
- 49 SoCal Fish Taco Company
219 N Gilbert Rd
480-807-6225
socalfish_tacos.com
- 50 SushiBrokers
350 N Gilbert Rd
480-515-5000
sushibrokers.com
- 51 The Brass Tap
313 N Gilbert Rd
813-226-2333
brassstapbeerbar.com/gilbert
- 52 Dierks Bentley's Whiskey Row
325 Gilbert Rd
480-476-6595
dierkswhiskeyrow.com/gilbert
- 53 Zinburger
98 W Vaughn Ave
480-387-5000
zinburgeraz.com



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

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

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

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

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



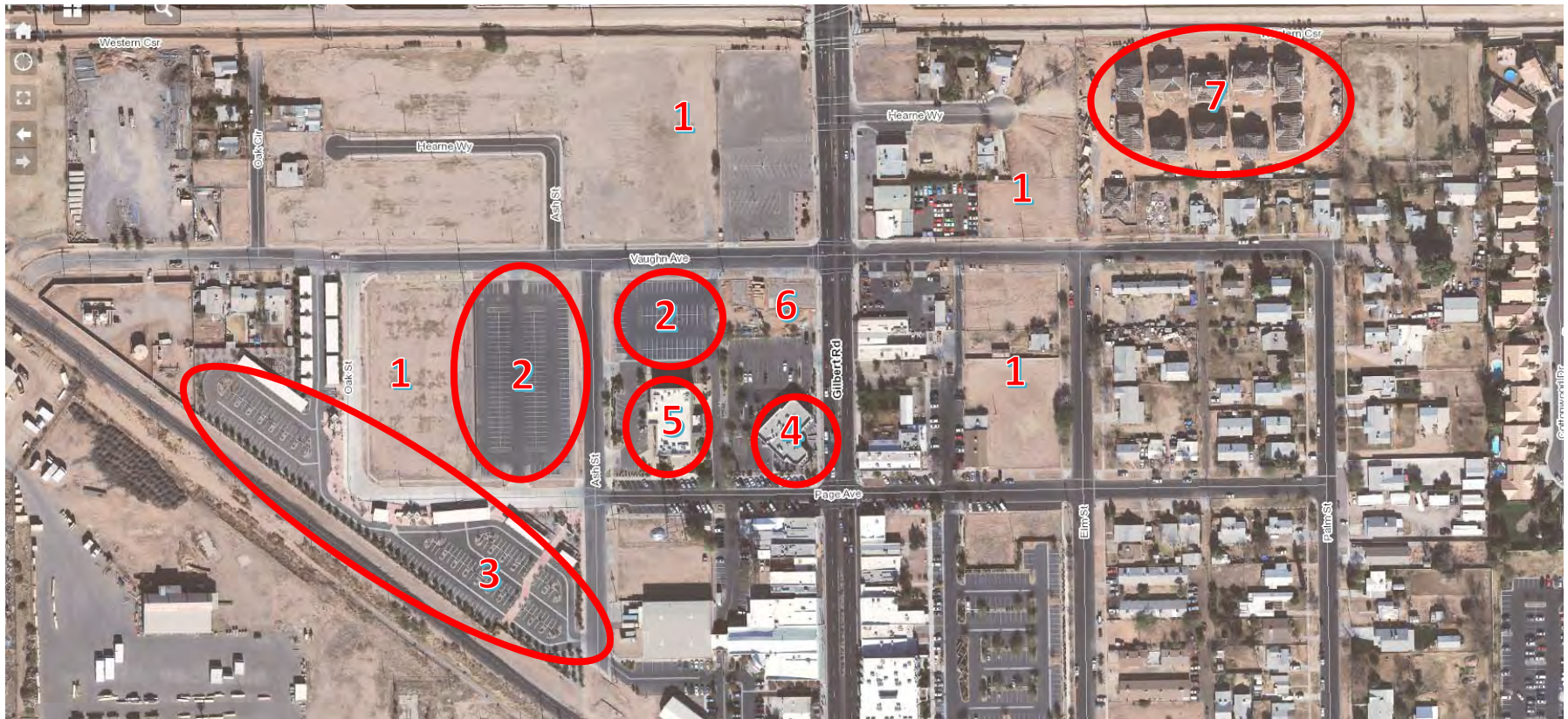
1998



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



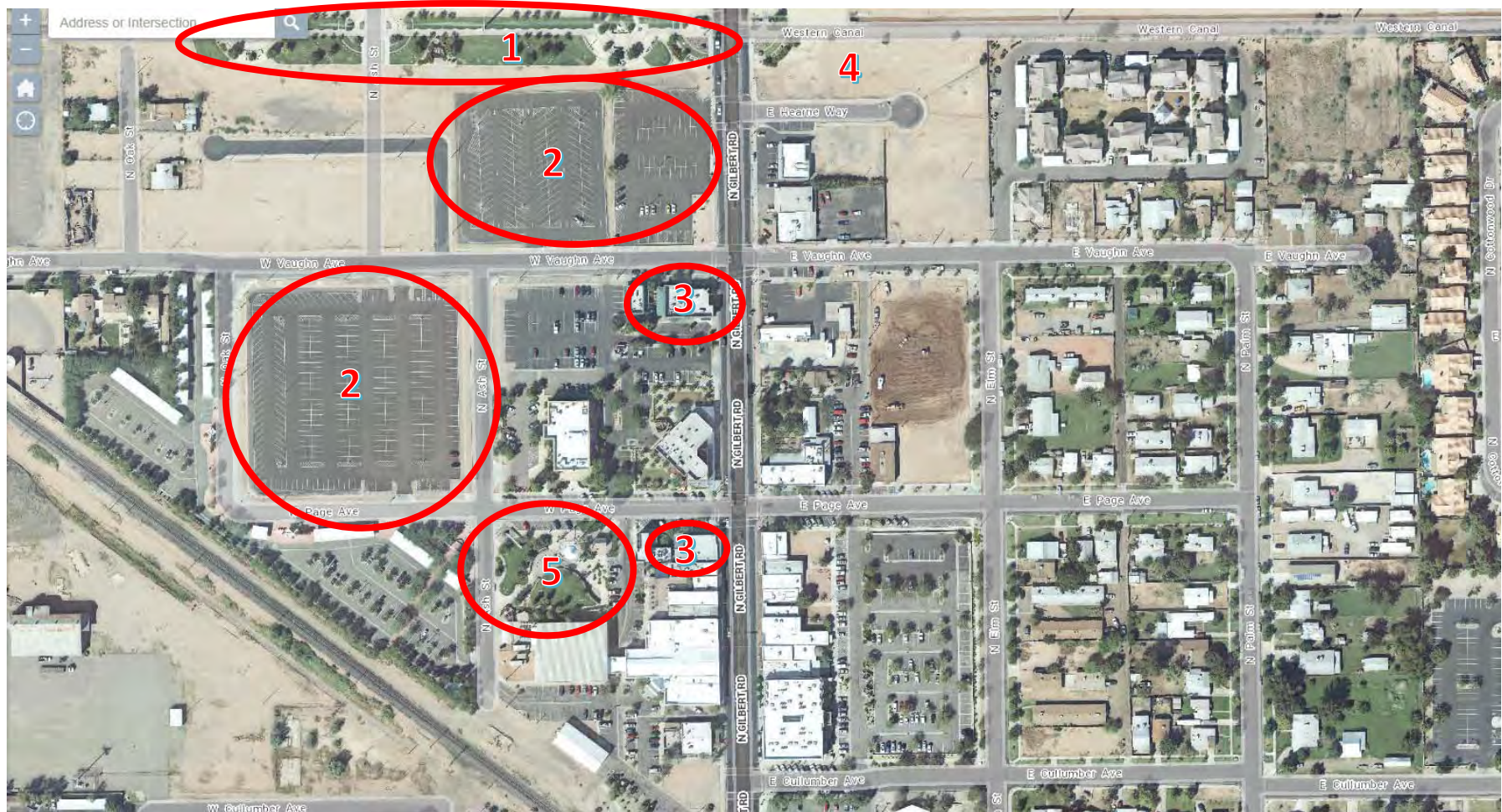
2006



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



2013



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



2015



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



2019



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



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



6.1.3 Financing

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



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

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

2008 Funding Strategies

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

"Municipal Resources

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

State Resources

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



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

2. **Arizona Heritage Fund** - Applications are available annually for urban parks, open space and trail development funding. The funding for this grant program is provided by proceeds from the Arizona Lottery. Applications are limited to government entities.
3. **State Housing Fund** - Loans and grants for housing activities through the Arizona Department of Housing. Loans are available for first-time homebuyer and rental housing projects. Grants are available for housing rehabilitation, rental assistance, and planning projects.
4. **Low Income Housing Tax Credits** – Tax credits for rental housing projects that are willing to develop housing units for lower income, special needs, and large family households.

Federal Resources

1. **Community Development Block Grant (CDBG) Program** - Historically, approximately 50% of each year's CDBG funds have been allocated to public facility projects in or near the Heritage District. CDBG funds also provide emergency and minor home repairs, down payment assistance, and support for public services for qualified residents.
2. **Home Investment Partnership (HOME) Program** - Gilbert is part of the Maricopa County HOME Consortium. HOME funds are required to be used for affordable housing activities and are allocated annually. In years past these funds have been utilized to provide housing rehabilitation grants and down payment assistance for qualified homeowners. The majority of the rehabilitation program's clients reside in the Heritage District with most grants between \$5,000 and \$15,000.
3. **Section 108 Loan Guarantee Program** - Available for economic development projects that benefit lower income persons. Section 108 projects must meet the CDBG program's low income benefit and other requirements. The loans are secured by CDBG funds which will repay the loan if the project is unable to meet the repayment schedule.
4. **Economic Development Initiative (EDI)** - Special purpose EDI grants are available for Congressionally earmarked projects. Once approved by Congress, the project completes the application process, funds are awarded, and the project can begin.

Methods of Financing Redevelopment

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



Residential and Commercial Relocation Assistance

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

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

Estimated cost for land acquisition/preparation for redevelopment

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

Estimated income from disposal of properties

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

Public site improvements/utilities

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



2018 Funding Strategies

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

"Infrastructure Funding

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

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

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



Financing Strategies

1. **Opportunity Zone Legislation** - The Tax Cuts and Jobs Act passed by Congress and enacted into law on December 22, 2017, added Opportunity Zones to the tax code. These zones were created to spur economic development by providing tax benefits to private investors. Some of the benefits include:
 - Investment held for ten years — taxable amount of the capital gains reinvested is reduced by 15 percent and no tax is owed on appreciation.
 - Investment held for seven years — taxable amount of the capital gains reinvested is reduced by 15 percent.
 - Investment held for five years — taxable amount of the capital gains reinvested is reduced by 10 percent.

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

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

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

Parking In-Lieu Fee

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

6.1.4 Summary

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



6.2 Downtown Chandler

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

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

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

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

Financing

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



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

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

Planning Documents

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

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



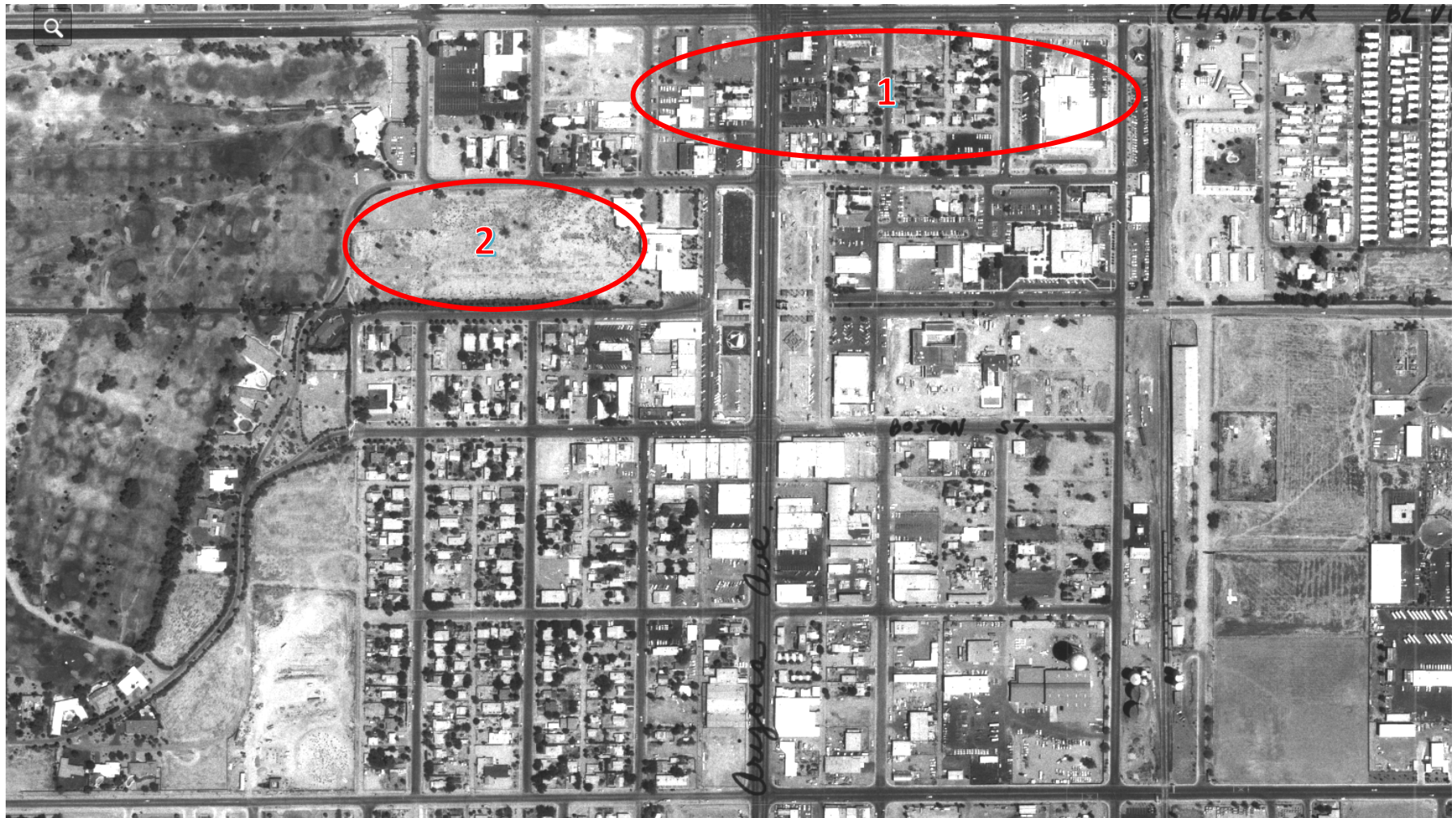
1959



- Largely residential
- Business district on southern end



1986



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



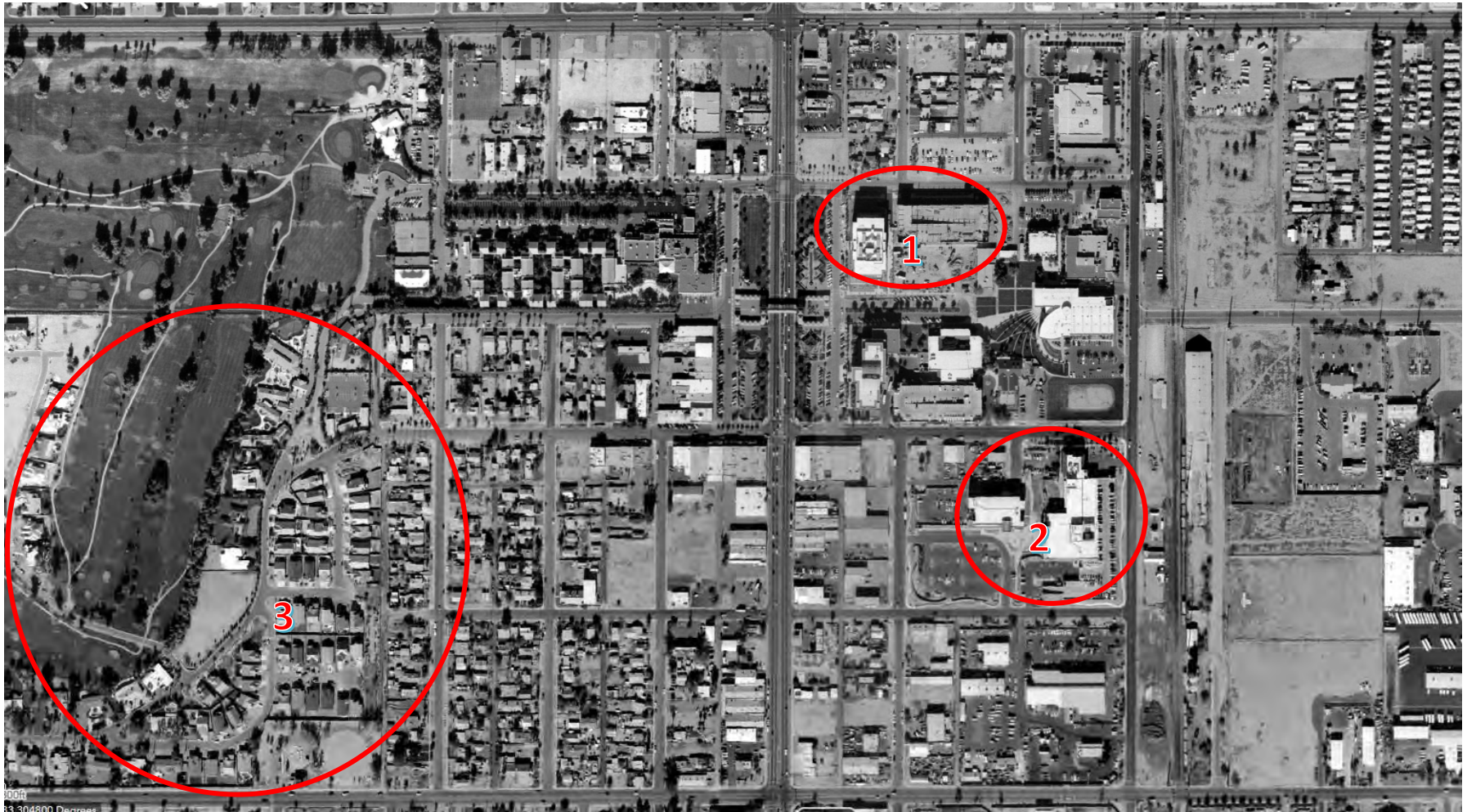
1996



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



1998



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



2004



1. Additional land acquisition and cleared for development



2011



- ### 1. New high-density residential developments



2019



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



7.0 Conclusions & Recommendations

7.1 Historic Avondale

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

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

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

Source: ESRI Business Analyst 2019

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

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



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

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

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

4. High density residential should be encouraged in the area to help induce additional retailers and restaurateurs.
5. Public events should be held during interim years and perhaps even after the district is established. This includes food truck events, concerts, movies at the park, farmers markets, etc.
6. Preservation and enhancement of residential neighborhoods through infill and renovation.
7. Public acquisition of private parcels over time for consolidation and redevelopment.

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

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



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

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



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



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

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



7.2 Las Ligas

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

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

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

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

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

7.3 Cashion

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

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

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



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

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



7.4 Interim/Temporary Uses

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

- **Pop-Up Events:** As discussed previously for Historic Avondale, food truck, movies at the park and other public events could be held at any of the historic neighborhoods. These events provide additional foot traffic to nearby commercial establishments.
- **Pride of Ownership:**
 - O For the historic residential neighborhoods, grants and loans for home and yard improvement could help improve overall aesthetics which can create a ripple effect in the neighborhood and also attract new development.
 - O Along these same lines, additional sidewalk and vacant lot edge planting would also improve the overall look of the neighborhoods.
 - O Heritage signage could also be a consideration for neighborhood identity.
 - O Finally, code education/DIY workshops regarding neighborhood safety (block watch/signage) as well as beautification could be held periodically in each neighborhood.



APPENDIX 2

Western Avenue Corridor Parking Demand Study

February 4, 2020

PARKING DEMAND AND INVENTORY
WESTERN AVENUE CORRIDOR

February 4, 2020

By: Thomas A. Peterson, P.E., PTOE
City Traffic Engineer

Western Avenue Corridor Parking Demand and Inventory

INTRODUCTION

In December 2019, City traffic engineering staff conducted a parking demand and inventory study of the commercial corridor along Western Avenue from Dysart Road to the west City limits, just west of Fourth Avenue. This study was conducted at the direction of the City Manager's Office following feedback from a local Western Avenue business owner that there was a lack of parking for local businesses. The purpose of the study was to determine, based on actual parking space use and inventory and feedback from local businesses, if there actually is a deficient parking capacity either 1) throughout the corridor, 2) isolated location(s), or 3) no deficiency identified.

METHODOLOGY

The study inventoried the actual number of designated parking spaces in three categories:

1. Public on-street parking along Western Avenue
2. Public off-street parking
3. Private off-street parking

Observations were also noted as to the number of vehicles using public on-street parking that were not visually marked for parking spaces, but not prohibited either. These on-street locations are on side streets that intersect with Western Avenue, with parking capacity related to Western Avenue assumed to include a segment within one-half block of Western Avenue. Alleyways were not included in the inventory because these facilities are there to provide access to individual parcels.

The parking space count was conducted by using the latest Google Earth aerial photography and generally verified by visual observations of whether those parking facilities were still in use during the December 2019 study. Some parking lots were gravel and the number of parking spaces was estimated based on existing parking space utilization. There were also a few parking lots that were gated/closed during the survey. These locations were still counted for capacity purposes. **Exhibits 1-5** illustrate where the different parking facilities were identified.

The parking demand survey was conducted on Wednesday December 18th and Thursday December 19th during two daytime periods—10 AM to 11 AM and from 2PM to 3PM. General observations were noted during the lunch hour period near food service businesses. Traffic engineering staff walked the corridor and visually counted the number of vehicles parked in each facility. The results of the parking demand survey are summarized in **Table 1** for the parking facilities. **Table 2** presents the actual parking demand on the side streets during the same survey periods.

City traffic engineering staff also conducted individual face to face interviews of fifteen (15) businesses located within the Corridor. The interview asked three (3) questions regarding their respective private parking resources, use of on-street public parking and their general perspective of parking availability overall in the Western Avenue Corridor. A sample of the list of interview questions is presented in **Exhibit 6**.

RESULTS

The results of the parking demand survey indicate that with two exceptions, there is no fully utilized facility, either public on-street, public off-street or private off-street parking during either the weekday morning or afternoon periods. During the study there was construction work along Western Avenue near 6th Street that closed off sections of public on-street parking. Despite the loss of parking, there were still ample on-street parking spaces available.

The private parking demand varied from lot to lot, but only two lots were found to be even near full. The two locations that used most of its on-site parking was the A Town Garage and the Carniceria La Tapatia restaurant. However, it did not appear that the parking demand for either site spilled out onto the adjacent street or neighboring parking lots. The auto service center business used valet parking for its employee and customer vehicles onsite which technically resulted in more parked vehicles onsite than there were actual designated parking spaces.

The City's off-street parking lot was very under-utilized—anywhere between zero and 4 spaces were occupied out of the 25 spaces that were available.

The parking spaces on side streets along Western Avenue were basically unused. The large majority of side streets had no vehicles parked on them during any of the four survey counts.

The lunch hour period was observed near the food service businesses to see if there was overflow of parking demand. The general observations were that there was more parking demand during the lunch hour, but still sufficient parking capacity available at these locations.

The face to face interviews generally reflected the results of the parking demand survey. Most business owners have their own private parking resources, but also feel the need to have public on-street parking as well to supplement the occasional high demand associated with special events such as Billy Moore Days, weekends, or during a "function" at an adjacent business. Only one business owner felt there was a lack of close parking for his business everyday which stems from the City's construction of the Sam Garcia Western Avenue Library which is across the street. From the business owner's perspective, the City had promised additional parking behind the library when it was built, but the City hadn't followed through on that promise.

A summary of personal surveys is presented in **Table 3** and the actual surveys are provided in the appendix.

CONCLUSIONS

The results of the parking demand and inventory study found there was ample parking capacity located throughout the Western Avenue Corridor, stretching from Dysart Road to the west city limits. This extra capacity was found in all three categories of parking resources—public on-street, public off-street and private off-street as well as side streets.

The collective conclusion from the face to face interviews with business owners indicate that there is sufficient parking available in most cases, except during a corridor-wide special event or a “business function” at an adjacent business.

While the results of the field survey indicate that there is sufficient parking available for businesses along Western Avenue, there is an opportunity to provide additional on-street public parking (parallel spaces) west of Central Avenue via restriping Western Avenue from five lanes to four lanes. This restriping plan would result in one westbound travel lane, two eastbound travel lanes, and one center turn lane with one westbound parking lane. There is an existing recessed parking lane for eastbound traffic to utilize west of Central Avenue.

An initial estimate of 15-25 parking spaces could be achieved on Western Avenue, west of Central Avenue, although the existing demand for these spaces is likely low based on the results of the study. The estimate of 15-25 parallel spaces depends on if both sides of Western Avenue were to have designated spaces. If the City were to move forward with the reconfiguration plan it would need to coordinate the transition with the City of Goodyear which would likely maintain the five-lane configuration within their jurisdiction.

The study briefly investigated if additional pedestrian crosswalks are feasible across Western Avenue. The scope of the study did not include the surveying of pedestrian activity. However, a general overview of the street network east of Central Avenue finds numerous T intersections and the layout of the on-street parking does not lend itself to adding more crossings unless parking spaces are removed. Between Dysart Road and Central Avenue there are three marked crosswalks, including one in front of the Sam Garcia Library which receives a fair amount of use. With the sensitivity of retaining on-street parking spaces for businesses it is recommended that no additional crosswalks be installed east of Central Avenue. West of Central Avenue, there two designated crosswalks—one at 3rd Avenue near Michael Anderson Elementary School and one at 4th Avenue. A third marked crosswalk is located just within the City of Goodyear, which serves the Avondale businesses on the south side of Western Avenue. Together, these three crosswalks conveniently serve all of the property owners abutting this section of Western Avenue. No additional crosswalks are recommended. The existing crosswalks along Western Avenue were recently repainted to provide better visibility.

Table 1
Parking Demand Survey
Western Avenue Corridor

Parking Lot No.	Description	Total Spaces	Parking Demand Count			
			Wed Dec 18		Thurs Dec 19	
			10-11 AM	2-3 PM	10-11 AM	2-3 PM
1	Avondale Auto Service	38	15	21	19	20
2	Avondale Storage	16	1	3	3	5
3	Harvest Outreach	43*	0	0	0	0
4	W.A. Dysart-6 th St N	15	3	6	8	9
5	W.A. S 7 th St-Dysart	10	5	4	2	3
6	Café Zamora	14	4	4	4	6
7	W.A. S 6 th St-S 7th St.	9	5	3	4	5
8	Southwestern Management	13	0	0	4	0
9	Taqueria La Jacky	13	2	5	4	6
10	City Parking Lot	25	2	4	0	0
11	W.A. 6 th St N-5 th St N	21#	2	0	3	1
12	W.A. S 4 th St-S 6 th St	19#	3	3	0	3
13	Sterling Plaza West Plaza	32	13	16	17	15
14	W.A. 5 th St N-3 rd St N	14	8	5	6	6
15	Rosendo's Taco Shop	39	8	4	4	6
16	W.A. S 3 rd St-S 4 th St	3	2	0	0	0
17	Casito Kahlo	5	1	1	0	0
18	A Town Garage	17^	20	19	14	19
19	W.A. 3 rd St N-2 nd St N	8	4	3	2	1
20	W.A. S 2 nd St-S 3 rd St	6	3	2	3	3
21	Pot of Gold Auctions	20	2	2	3	1
22	Avondale Liquor	15	0	3	0	2
23	AZ Dept of Transportation	32	11	8	11	7
24	W.A. 2 nd St N-1 st St N	3	0	0	0	1
25	W.A. S 1 st St-2 nd St N	14	4	4	4	2
26	Alice and Friends	11	4	2	6	5
27	Laura's Burgers	21	6	3	3	6
28	W.A. 1 st St N-Central	2	0	0	0	1
29	W.A. Central-S 1 st St	9	1	2	2	3
30	Super Carnicaria Mi Ranchito	14	2	3	0	1
31	Avondale Old Town Hall	34	0	1	0	0
32	Christ Community Church	97	2	2	19	1
33	W.A. Central-Avon SD	20	0	1	0	3
34	Gravel Parking Lot	20	7	5	2	5
35	Gravel Parking Lot	30	14	11	10	8
36	Service Center Garage	4	2	2	4	1
37	Avondale School District	33	21	14	20	19
38	Checks Cashed	5	1	2	1	1
39	W.A. South Avondale SD	5	2	3	3	1

Table 1
Parking Demand Survey (Continued)
Western Avenue Corridor

Parking Lot No.	Description	Total Spaces	Parking Demand Count			
			Wed Dec 18		Thurs Dec 19	
			10-11 AM	2-3 PM	10-11 AM	2-3 PM
40	Cupcake Place	3	0	0	0	0
41	Redemption Christ Church	24	0	0	0	0
42	Western Cleaners	8	4	1	3	3
43	U.S. Post Office	20	5	4	4	7
44	Vacant Lot	16	0	0	0	0
45	Tropicana	30	8	10	6	4
46	Carniceria La Tapatia	20	20	20	9	7
47	Napa Auto Parts (Vacant)	15	1	0	6	1

W.A.—Western Avenue

*-- Parking lot closed during survey

#--Partially closed during street utility construction

^-- Normal parking spaces. Business “valeted” vehicles

Table 2
Parking Demand Survey
Side Streets to Western Avenue Corridor

Description	Total Spaces*	Parking Demand Count			
		Wed Dec 18		Thurs Dec 19	
		10-11 AM	2-3 PM	10-11 AM	2-3 PM
N. 6 th Street	6	0	0	0	0
N. 5 th Street	6	0	1	1	2
N. 3 rd Street	0	0	0	0	0
N. 2 nd Street	7	0	0	0	0
N. 1 st Street	7	1	0	0	0
N. 3 rd Avenue	7	0	0	1	0
S. 4 th Avenue	6	0	0	0	0
S. 3 rd Avenue	0	0	0	0	0
S. 1 st Street	3	0	1	0	0
S. 3 rd Street	8	0	0	0	2
S. 4 th Street	8	4	2	0	2
S. 6 th Street	8	0	0	0	0
S. 7 th Street	8	2	0	2	2

*-Estimated, unmarked spaces within 150 feet of Western Avenue.

Table 3 Western Avenue Parking Survey Business Owners (15 Responses)		
Question	Responses	
	Yes	No
Does your business have its own private parking (either owned entirely or through a shared parking agreement)?	11	4
Does your business rely on public parking, either on-street or at the City's public parking lot on the corner of 6 th Street?	13	2
Are there instances where there is no available public parking for your business? If yes, how frequent?	9*	6
*-Special Events (4), Weekends (4), Adjacent business functions (3), Weekdays (2), Funerals (1).		

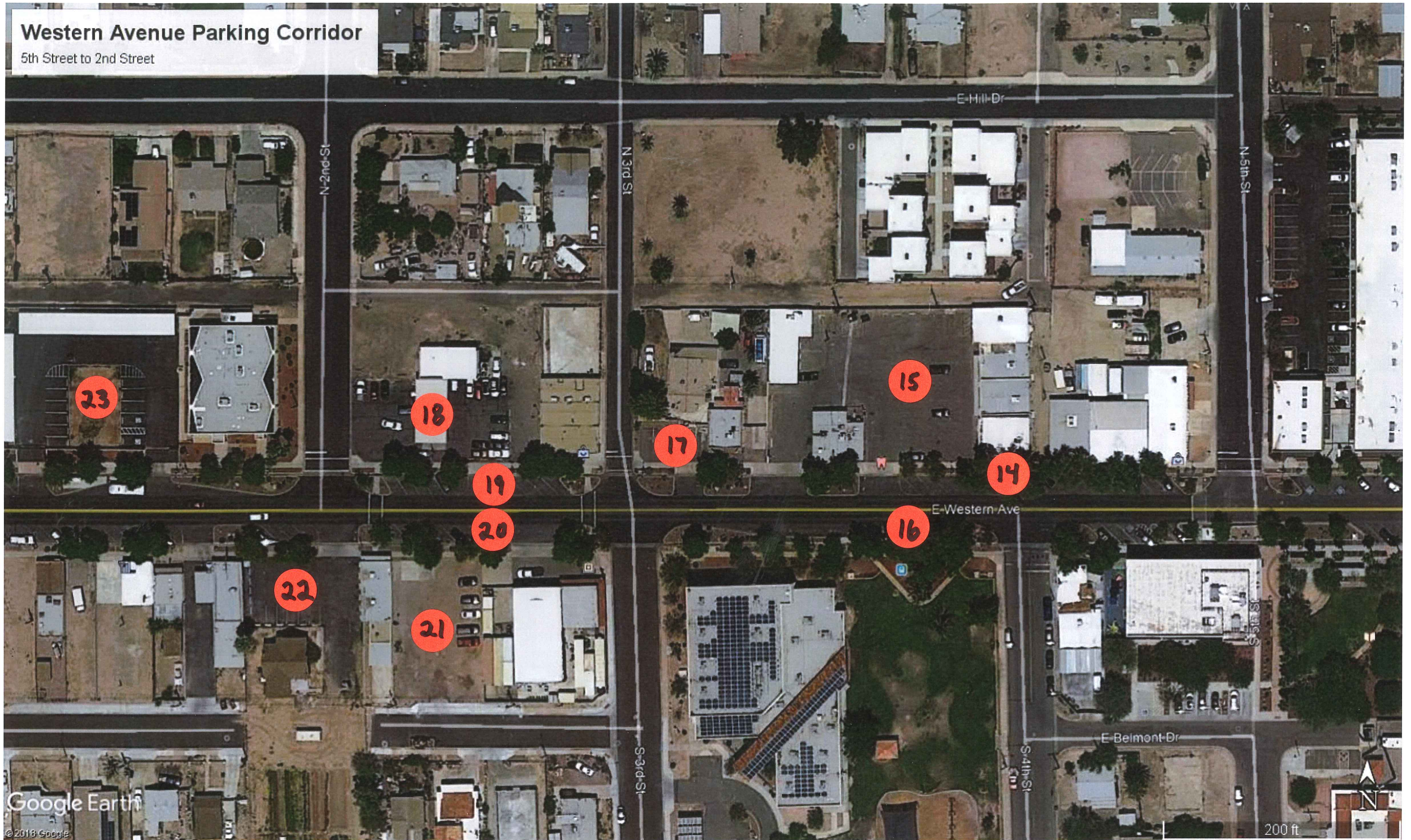
Western Avenue Parking Corridor

Dysart Road to 5th Street



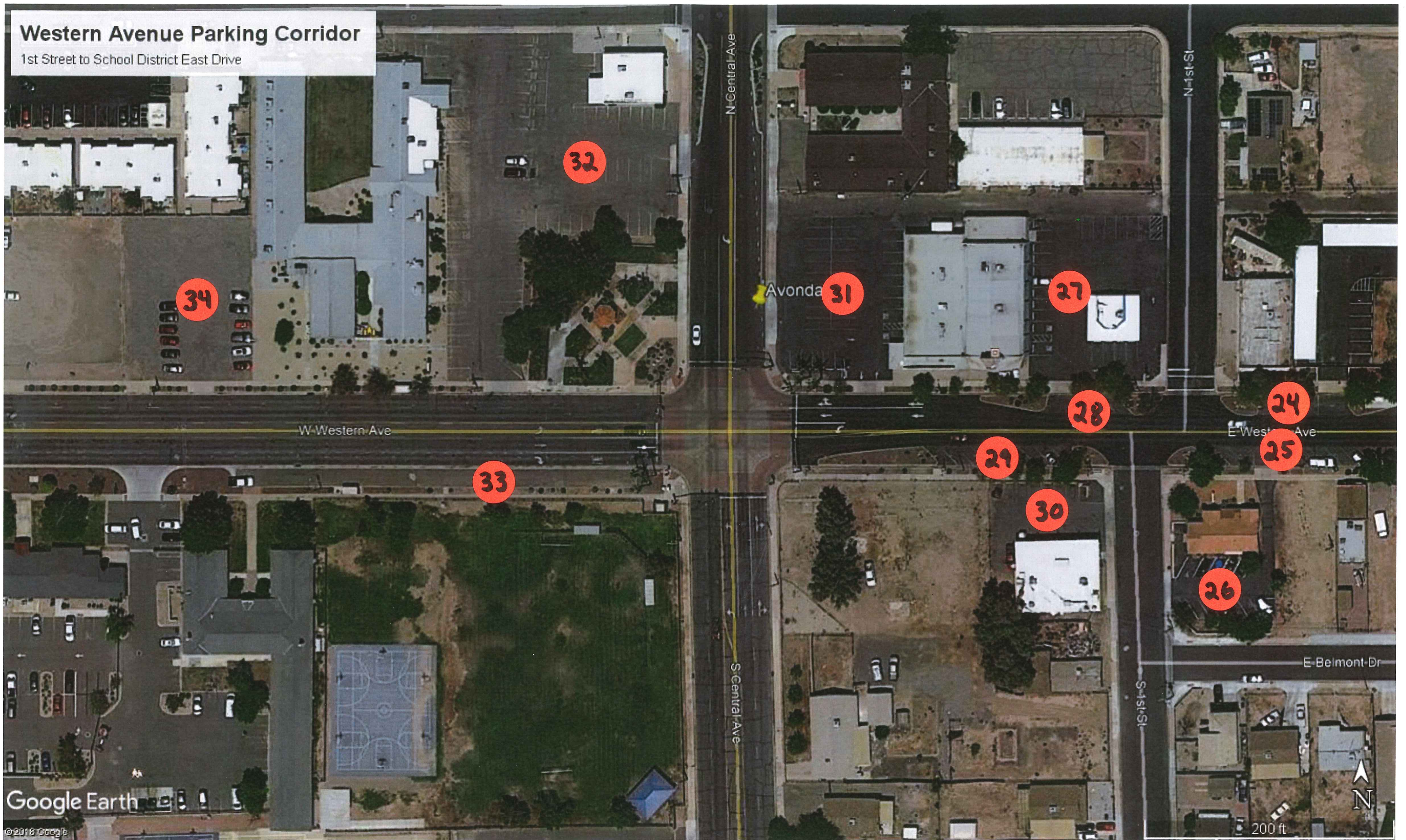
Western Avenue Parking Corridor

5th Street to 2nd Street



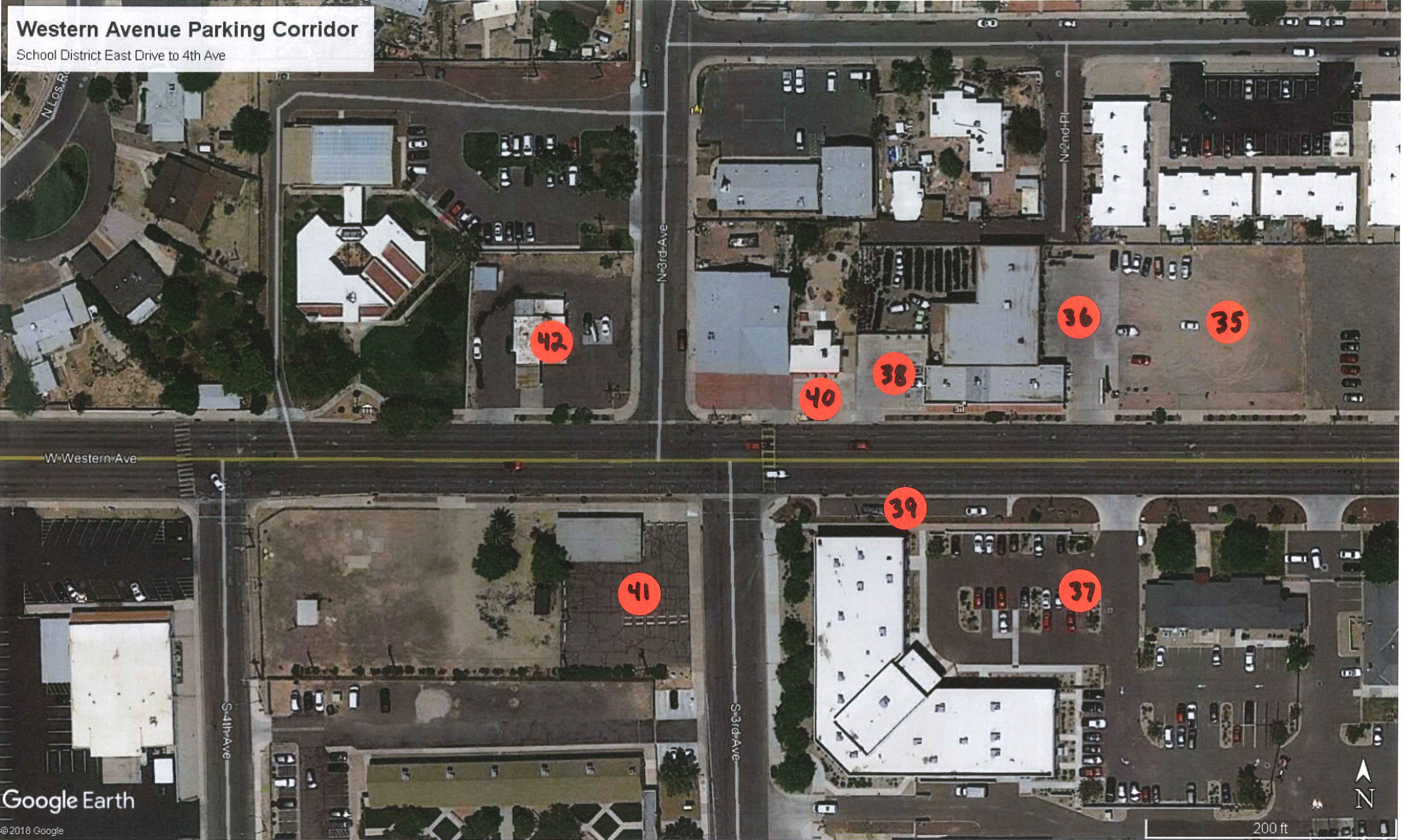
Western Avenue Parking Corridor

1st Street to School District East Drive



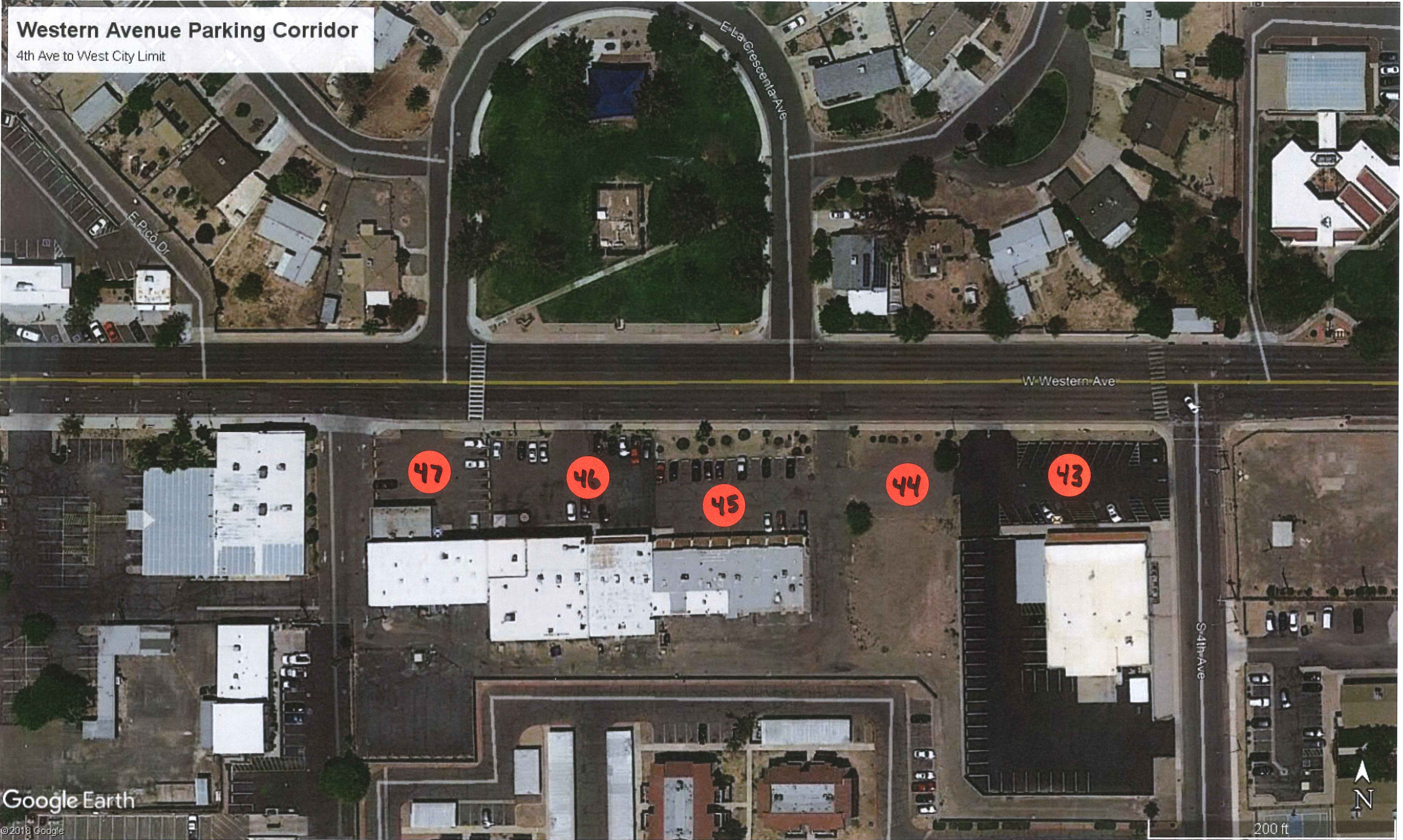
Western Avenue Parking Corridor

School District East Drive to 4th Ave



Western Avenue Parking Corridor

4th Ave to West City Limit



1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?
2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?
3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

APPENDIX

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Lori - Alice + Friends Salon

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided? Yes, 10-12

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue? Yes

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)? No.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Louder - Casita Kahlo

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided? Yes - 25

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue? No

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Yes, basically during Events.

Street maintenance City workers sometimes park in her spaces. Typically not a big deal unless they are there too long.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Amalia - West AZ Ins. Campos Agape,
Avondale Family Dental

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes - shared - roughly 20 - 4 businesses

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Yes, Especially when funeral's taking place.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Guadalupe Rivera - Pasta Factory

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided? No

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue? Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)? Yes, especially weekends.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Delia Perez-Michelles

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

No.

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Yes, regular. - weekdays for business hours
- weekends also

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Avondale Storage - 623)925-2555

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes ~ 10-15

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

No, not necessarily.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Yes, during Events + Functions & sometimes by nearby businesses.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed German - Taqueria La Jacy

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes. Roughly 10-15

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Yes - Especially when nearby businesses have functions, parking is very limited.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Nancy - Zamora Restaurant

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes - used mostly by employees.

Unknown qty but only a few.

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Yes - Especially weekends.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Tristen Chavez - Avondale Machine Office - Mgr

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

No.

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Yes, during functions in the Area.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Joseph Valdez - owner - Akacuss Lock

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

No.

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Regularly - weekly + regular.

Library Parking Expectation didn't happen - Why?
Has caused parking issues near + businesses have lost parking business. Where is the library parking?

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Anna Keep Sake Trophy - Employee

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Back parking, possibly owned. Roughly 5 spaces.

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Not aware of.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Mike Ortiz - FireArms.com

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes, dirt lot, west side, numerous.

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

No.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Jose Castillo

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes - employee only

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

No.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Francis Bages - Amigos Wireless

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes = 3

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

No.

Survey: Western Avenue Parking Study

12/19/2019

Party surveyed Robin - Laura's Burgers

1. Does your business have its own private parking (either owned entirely or through a shared parking agreement)? If so, how many parking spaces are provided?

Yes, ~~the~~ east + west side by building
They have 4 spaces of their own, east front, on their property but those will be eliminated for additional outdoor seating.
They also share parking on the west + North sides of the Lot.

2. Does your business rely on public parking, either on-street or at the City's public parking lot, located on the southeast corner of S. 6th Street/Western Avenue?

Yes, As convenience + when the business to their west is having an event.

3. Are there instances where there is no available public parking for your business? If so, is it a frequent occurrence (i.e. daily, couple days per week)?

Normally No. Rare occasion.

Additional input: 4 lane reduced to 2 lanes + diagonal parking
= hard to see + feel safe driving thru area, pulling out + backing out.



INSIDE BACK COVER
(BLANK)



Avondale

City of Avondale
City Development & Engineering Services
11465 W Civic Center Drive
Avondale, AZ 85323
(623) 333-4000
www.avondaleaz.gov