City of Avondale

City Council Online Meeting

Monday, July 5, 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

Cherlene Penilla, Assistant City Manager

Tracy Stevens, Deputy City Manager | Lindsey Duncan, 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, July 5, 2021

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WORK SESSION
6:30 PM

CALL TO ORDER BY MAYOR

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

2. **DISCUSSION OF ALTERNATIVE EXPENDITURE LIMITATION - PERMANENT BASE ADJUSTMENT**
   City Council will receive an update from staff regarding a possible permanent adjustment to the base expenditure limitation. This item is for discussion only.

3. **ADJOURNMENT**

SCHEDULED RECESS
The City Council will adjourn for approximately 15 minutes prior to the start of the 7:00 p.m. Regular Meeting.

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

REGULAR MEETING
7:00 PM
CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE & MOMENT OF REFLECTION

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

2. UNSCHEDULED PUBLIC APPEARANCES

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

3. 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 May 3, 2021 City Council Meeting Minutes. The Council will take the appropriate action.

b. COUNCIL MEETING SCHEDULE FOR 2022

City Council will consider a request to approve the 2022 City Council Meeting Schedule and authorize the City Clerk to add, move, or cancel meetings as-needed at the direction of the City Manager. The Council will take the appropriate action.

c. CONTRIBUTIONS ASSISTANCE PROGRAM FISCAL YEAR 2021-2022 FUNDING RECOMMENDATIONS

City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $113,300 Contributions Assistance Program fund. The Council will take appropriate action.

d. BUDGET ADJUSTMENT - GENERAL FUND CONTINGENCY FOR THE DESIGN OF CIVIC CENTER PARK

City Council will consider a request to approve a budget adjustment in the amount of $160,000 from the General Fund Contingency to the Civic Center Park project and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. BUDGET ADJUSTMENT - AMERICAN RESCUE PLAN ACT

City Council will consider a request to approve a budget adjustment to create the appropriation in fiscal year 2022 for the anticipated expenses of Avondale's share of the American Rescue Plan Act and authorize staff to execute the necessary documents. The Council will take appropriate action.

f. FUNDING APPROVAL FOR THE DEVELOPMENT OF THE AVONDALE AQUATIC CENTER

City Council will consider a request to approve funding for the development of the proposed Avondale Aquatic Center and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. CREATE A BRIDGE HOUSING CAPITAL IMPROVEMENT PROJECT (CIP) PROJECT AND AUTHORIZE THE NECESSARY BUDGET TRANSFER

City Council will consider a request to create a new CIP project for a bridge housing development and authorize a budget transfer in the amount of $650,000 from General Fund Contingency to the newly created Bridge Housing account, to fund the design, acquisition, and construction, and to authorize staff to take the necessary action to complete the budget transfer. The Council will take appropriate action.

h. REVOCABLE LICENSE AGREEMENT WITH ADELANTE HEALTH CARE, INC (WIC)

City Council will consider a request to approve a Revocable License Agreement with Adelante Health Care, Inc (WIC) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. CONTRACT FOR SERVICES, LEASE AGREEMENT, AND ITEMIZED BUDGET - AREA AGENCY ON AGING FISCAL YEAR 2021-2022

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2021-2022 in the amount of $383,391; (b) a Vehicle Lease Agreement in the amount of $5; (c) adopt an itemized budget for the Senior Center Program; (d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (e) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. RESOLUTION 1054-0721 - INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF TRANSPORTATION - RIGHT-OF-WAY ABANDONMENT - 107TH AVENUE BETWEEN I-10 AND MCDOWELL ROAD

City Council will consider a request to adopt Resolution 1054-0721, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation(ADOT) for Right-of-Way (ROW) Abandonment of a portion of 107th Avenue (currently owned by ADOT), located on the south side of McDowell Road and west of the centerline of 107th Avenue, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. RESOLUTION 1055-0721 - INTERGOVERNMENTAL AGREEMENT - WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM ("MFFRT")

City Council will consider a request to adopt Resolution 1055-0721, approving an Intergovernmental Agreement with west valley law enforcement agencies for the creation and participation in the MFFRT and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. RESOLUTION 1056-0721 - AMENDMENT NO. 8 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY ADMINISTERED BY THE HUMAN SERVICES DEPARTMENT

City Council will consider a request to (a) adopt Resolution 1056-0721, approving Amendment No. 8 of the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department for the provision of the Community Action Program (CAP) services, (b) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. RESOLUTION 1057-0721 - AMENDMENTS TO THE PERSONNEL POLICIES AND PROCEDURES FOR CHAPTER 6 EMPLOYEE BENEFITS, CHAPTER 8 SECONDARY EMPLOYMENT, AND CHAPTER 9 APPEARANCE AND CONDUCT

City Council will consider a request to adopt Resolution 1057-0721, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 6 Employee Benefits, Chapter 8 Secondary Employment, and Chapter 9 Appearance and Conduct, and authorize the City Manager, City Attorney, and City Clerk to executive the necessary documents. The Council will take appropriate action.

n. ORDINANCE 2030-0721 - CHAPTER 2 CODE AMENDMENT, AMENDING THE DUTIES OF THE FINANCIAL SERVICES DEPARTMENT AND CHAPTER 27 CODE AMENDMENT, AMENDING THE CITY'S BOARDS AND COMMISSIONS

City Council will consider a request to adopt Ordinance 2030-0721, amending Chapter 2 of the Avondale City Code, relating to the role of the financial service department and amending Chapter 27 of the Avondale City Code, removing the Capital Improvement Plan Citizens Committee and updating the current listing of the Boards and Commissions, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. ORDINANCE 2031-0721 - GRANTING AN ELECTRICAL EASEMENT TO SALT RIVER PROJECT (SRP) FOR THE NEW CIVIC CENTER ANNEX BUILDING

City Council will consider a request to adopt Ordinance 2031-0721, granting an Electrical Easement to Salt River Project for the new Avondale Visitor and Conference Center building and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

p. FINAL PLAT FOR AVONDALE 107 - APPLICATION PL-20-0347

City Council will consider a request by Mr. James Brucci, Hunter Engineering, for approval of a Final Plat for Avondale 107, a partial Re-Plat of Lot 7 of the Griffith Commerce Park Final Plat. Consistent with the approved Griffith Commerce Park Planned Area Development (PAD), the proposed Final Plat creates three (3) lots for four (4) planned industrial buildings on the Avondale 107 site, dedicates half-street right-of-way for Pierce Street, 105th Avenue and 107th Avenue and dedicates public utility easements to serve the future commerce park. The site is approximately 24.89 gross acres of land located at the northeast corner of 107th Avenue and Pierce Street. The Council will take appropriate action.

4. REGULAR AGENDA

a. ROOSEVELT PARK II PHASE 4 – PRELIMINARY PLAT – APPLICATION PL-20-0353

City Council will consider a request by Mr. Joe Petrucci, EPS Group Inc., for approval of a Preliminary Plat for Roosevelt Park II Phase 4, a proposed 56-unit, single-family residential subdivision located on approximately 15.43 gross acres at the southwest corner of 107th Avenue and Roosevelt Street. The subject site is part of the 144.91 gross acre Roosevelt Park II master planned community. The Council will take appropriate action.

b. DUTCH BROS. – DEVELOPMENT PLAN – APPLICATION PL-20-0176

City Council will consider a request by Mr. Bill Cantieri, PIAZZA Restaurant Development, for approval of a Development Plan for Dutch Bros., a proposed 1,093 square foot drive-through coffee shop on 1.08 acres at the southwest corner of Dale Earnhardt Drive and 114th Avenue in The BLVD. The Council will take appropriate action.

c. PUBLIC HEARING AND RESOLUTION 1058-0721 - MINOR GENERAL PLAN LAND USE MAP AMENDMENT FOR VILLAGES AT RIVER GROVE – APPLICATION PL-20-0348

City Council will hold a public hearing and consider a request to adopt Resolution 1058-0721, approving a request by Ms. Wendy Riddell, Berry Riddell LLC, for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Villages at River Grove, a proposed 180-unit townhome-style multi-family residential development located at the southeast corner of Buckeye Road and El Mirage Road. The proposed Minor General Plan Amendment, if approved, will amend the land use designation of the 11.97 gross acre property from Local Commercial (LC) to High Density Residential (HDR). The HDR land use 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 Villages at River Grove Planned Area Development (PAD) to allow for development in conformance with the HDR designation will be considered separately. The Council will take appropriate action.

d. PUBLIC HEARING AND ORDINANCE 2032-0721 - REZONING FROM COLDWATER SPRINGS 3 PLANNED AREA DEVELOPMENT (PAD) TO VILLAGES AT RIVER GROVE PLANNED AREA DEVELOPMENT (PAD) – APPLICATION PL-20-0349

City Council will hold a public hearing and consider a request by Ms. Wendy Riddell, Berry Riddell LLC, to rezone approximately 11.97 gross acres of land located at the southeast corner of Buckeye Road and El Mirage Road from Coldwater Springs 3 Planned Area Development (PAD) to Villages at River Grove Planned Area Development (PAD). The proposed Villages at River Grove PAD would allow for development of the site with a 180-unit townhome-style multi-family residential community at a net density of 19.08 units per acre (based upon a net parcel area of 9.43 acres). A request to change the General Plan 2030 Land Use Map designation of the property from Local Commercial to High Density Residential to allow residential development at the proposed density will be considered separately. The Council will take appropriate action.

5. ADJOURNMENT

Council Members of the City of Avondale will attend either in person or by telephone conference call. Individuals with special accessibility needs, including sight or hearing impaired, large print, or interpreter, should contact the City Clerk at 623-333-1200 or TDD 623-333-0010 at least two business days prior to the Council Meeting.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica. Personas con necesidades especiales de accesibilidad, incluyendo personas con impedimentos de vista u oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles antes de la junta del Concejo.

Item Number: 2.

CITY COUNCIL REPORT

SUBJECT: Discussion of Alternative Expenditure Limitation - Permanent Base Adjustment

MEETING DATE: 7/5/2021

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance & Budget Director, (623) 333-2016

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

This agenda item is an innovation initiative to allow the City to propose a new Expenditure Limitation to the voters.

PURPOSE:

City Council will receive an update from staff regarding a possible permanent adjustment to the base expenditure limitation. This item is for discussion only.

BACKGROUND:

Title 42 of the Arizona Revised Statutes requires the adoption of a balanced budget where estimated revenues and resources are greater than or equal to the appropriated expenditures. In addition to the requirement of an adopted budget, the State Constitution imposes an expenditure limitation on every city and town in the State. The State-imposed limitation uses expenditures of local revenues from Fiscal Year (FY) 1980 as a baseline. Each year, the Economic Estimates Commission (EEC) adjusts baseline expenditure limitation based on inflation and the population growth in the community to establish a new expenditure limitation. Avondale's State-imposed expenditure limitation for FY2022 is $59.7 million.

Certain revenues and resources are specifically excluded from the State-imposed expenditure limitation. Examples of revenues and resources exempted from the State-imposed limitation include revenue received from the issuance of bonds, revenue received from interest or dividends, revenue from Federal grants, and intergovernmental revenue already subject to another entity's expenditure limitation.

The State Constitution provides three options for cities and towns to exceed or modify the state imposed

expenditure limitation.

- Alternative expenditure limitation (local home rule option)
- Permanent base adjustment
- One-time override

All of the options require voter approval. If none of the options are approved by the voters, the State-imposed limitation will apply after FY2025.

- *Home rule option*

  The home rule option allows the City to set its own expenditure limitation when the budget is adopted. Home rule must be approved by the voters, and is good for a period of four years. After the four years, extending the home rule option must be approved by the voters again. The City of Avondale voters last approved Home Rule in August 2020, allowing the Council to set the appropriation limit until FY2025.

- *Permanent base adjustment option*

  A permanent base adjustment modifies the expenditure limitation base from FY1980. The permanent adjustment allows the City to increase the base expenditures from FY1980 and calculates the impact of the population and inflation on that new base. If voters approve the adjustment, the adjustment to the expenditure limitation is permanent.

- *One-time override option*

  Any City may exceed its State-imposed limitation by a one-time override. This override is effective for one year, and does not affect the expenditure limitation base.

DISCUSSION:

There are several factors that cause the City's budget to exceed the State-imposed expenditure limit. Since 1979, the voters of Avondale have approved revenues to enhance city services that are not included in the state imposed expenditure limit. Examples include the public safety sales tax (approved 2003), the dedicated sales tax for streets, transit, and utility improvements (approved 2001), the increase in general fund sales tax from 1% to 1.5% (1990), and the transient lodging tax (1989). If the City was subject to the state-imposed expenditure limitation, the City would continue to collect these revenues but would not have the authorization to spend those revenues. Additionally, the City funds a significant portion of capital improvements without issuing debt. Utilizing existing funds rather than debt allows the City to save money from interest payments and preserve financial flexibility in the future. The state-imposed expenditure limitation incentivizes the use of debt since monies received from debt issuances and payments on debt are exempted from the state imposed limitation.

Since 1981, Avondale voters have adopted an alternate expenditure limitation – Home Rule option, with 88% of voters voting yes at the 2020 Election. The Home Rule option expires at the end of FY2025. Since voters have approved the expenditure limitation for the past 40 years, staff recommends referring a new alternate expenditure limitation – the Permanent Base Adjustment, to the voters in 2022.

The Permanent Base Adjustment increases the state imposed limit in perpetuity. The dollar amount proposed to the voters is stated in FY1980 dollars. The impact of the amount approved by voters is adjusted for population growth and inflation. For example, if voters approve a Permanent Base Adjustment of $1 million, that will increase the FY2022 state imposed limit by approximately $40 million due to population growth

(1,233%) and inflation (317%) since 1980.

If voters approve a new alternate expenditure limitation, the City will likely no longer present the Home Rule option to voters every four years. However, the City would not be prohibited from using the Home Rule option, if necessary. If voters do not approve a new alternate expenditure limitation in 2022, the City will be still be protected under the Home Rule option through FY2025.

BUDGET IMPACT:

This item is for discussion only and does not have a direct budget impact at this time. If passed, the expenditure authority limit will increase, allowing Council to set the annual balanced budget.

RECOMMENDATION:

This item is for discussion only.

Item Number: 3.a.

CITY COUNCIL REPORT

SUBJECT: Minutes

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

The approval of this agenda item provides residents with access to a previous meeting's minutes, which includes a summary of the meeting. The minutes are posted online where residents can access and read the summary. The minutes provide another outlet for residents to connect with the City Council.

PURPOSE:
City Council will consider a request to approve the May 3, 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 May 3, 2021 City Council Meeting Minutes.

MINUTES OF THE AVONDALE CITY COUNCIL
CITY OF AVONDALE, ARIZONA
ONLINE MEETING
May 3, 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 6:00 p.m. All participants attended by phone or video.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Interim Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Keith Fallstrom, Interim Finance and Budget Director; Chris Lopez, Neighborhood and Family Services Director; Darcy Lowery, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Police Chief; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

Note from the City Clerk: Work Session Agenda Item 2 was not presented as the item was pulled from the agenda at the request of Mayor Weise.

2. PRESENTATION AND DISCUSSION OF THE CITY'S WATER RESOURCES

City Council was to receive an update from staff regarding the City's diverse water portfolio, the current condition of our resources and the planning underway to ensure that our water resources grow with the future of our City. The item was not presented as the item was pulled from the agenda at the request of Mayor Weise.

3. PROPOSED RATE CHANGES FOR WATER, SEWER, AND SANITATION UTILITIES

City Council received a presentation from staff on the forecast for the water, sewer, and sanitation utilities and discuss potential rate changes for these utilities and request feedback and direction in order to finalize a final recommendation on utility rates that will be presented to Council at a future date.

Keith Fallstrom, Interim Finance and Budget Director, stated the City's utility services are self-supporting, meaning they are not supported by taxpayers but by those using the

services. An overview was provided regarding the unique expenditure factors that impact each utility. The City has 23,500 water customers which includes residential, commercial and landscape customers. The City has 22,800 sewer customers which includes residential and commercial. The City has 22,900 sanitation customers which is residential-only customers.

Usage by customer classification and consumption was reviewed and billing examples were provided. The average customer currently pays $78.36 per month. Water fees are based upon the water meter size and capacity. Sewer fees are currently the same for all meter sizes; however, this does not reflect the cost to the City, and this is being addressed. Sanitation fees are based on the service option selected. Water is charged based on usage, tiered to encourage conservation. Sewer is not tracked through meters but there is an assumption of the amount of water that is put into the wastewater system that is based on the water usage. There are 16 commercial classes with differing return assumptions and rates. Residential sewer rates are based on the winter water average.

The City must buy the water it is delivering to residents or pump the water from a well and the City must also account for growth and development while also noting that aging infrastructure becomes costly to maintain. The last water and sewer rate increases were in February of 2018. For sewer, the City must purchase the electricity and chemicals to treat the water and is subject to aging infrastructure. Sanitation fees depend upon the market for recyclables, landfill fees, growth and development, and vehicle related costs. The last sanitation increase was in 2009.

In fiscal year 2021, for all three utilities, the City had more expenditures than revenue. This was planned, as the City had built up a large fund balance with a plan to spend down the balance. Currently, operating expenditures overall are less than income revenue. In 2021 for sanitation specifically, operating expenditures were basically equal and now operating expenditures do exceed revenue. The Water Fund forecast is declining and if the City does not act, it will go below the minimum balance required by policy of six months of operating. For the Sewage Fund, the balance is doing well, but large capital expenses should be anticipated for expansion of the water treatment facility. The Sanitation Fund balance is quickly decreasing, and action is needed.

Goals for utility rates include financial stability; equity; simplicity, and conservation. Costs to provide services were reviewed. The proposed rate plan consists of a two-step rate increase with all utilities increasing in October of 2021. Sanitation will then increase again in July of 2022 and Water/Sewer will increase again in January of 2023.

Water fixed charge changes were reviewed, with the proposal to reduce fixed costs in October 2021 and a 2 percent increase as of January 2023. Variable rates were discussed with recommendation to narrow the tiers from four to three for residential. Proposed rates were reviewed with a recommendation to split landscape and commercial uses. Also proposed are higher costs for larger sewer meter sizes with a movement towards one uniform variable charge. Current and proposed sanitation rates were reviewed.

For those struggling to pay their utility bills, the following options are looking to be offered:

- Application of a waiver of the deposit
- Donation programs
- Utility assistance
- Smart Water Program
- Potential code changes

Next steps in the process were reviewed.

Mayor Weise stated his understanding that the City had been implementing a cost of living increase into the rates every year. Mr. Fallstrom clarified that the last rate increase was in 2018 with no annual adjustments. Mayor Weise commented that having such a protracted time period for discussing the proposed increases does the Council a disservice. He would like to break up the discussion over time. The sanitation change makes the most sense and the plan is easy to understand. The other two are much more complicated. He suggested work sessions for water and sanitation. Mr. Montoya noted that at some point, the rates will not be able to keep up. The Rio Grande River and watershed is at 38 percent capacity. Mayor Weise said he would like to have feedback from the public meetings before Council makes decisions. Mr. Montoya stated that space would be made on future agendas for discussion on these items and that Council receives the presentations for review.

Council Member Conde thanked staff for the presentation. She stated that smaller increases are better for residents and agreed with Mayor Weise that more discussion time and input from the public is needed.

Council Member Kilgore thanked staff for the presentation and agreed with the need for public comment. He would like to hear from the public first as that is who the Council represents. He understands that the City will need to make accommodations, especially since groundwater is a critical resource. He noted that changes are within demand and stated he had questions regarding how the City is compensating for that. Like Mayor Weise, he also thought increases were budgeted in for water, wastewater, and sanitation.

Mayor Weise noted Council Member Kilgore was present in the past during previous conversations about fifteen percent increases, noting that type of increase would be a failure on the Council.

Council Member Nielson said that the tier levels to encourage conservation is a great approach; however, there is a necessary communication aspect, which should include public input, especially as many do not even understand how a tiered system works. He noted having the Homeowner Associations involved in some of the conservation projects. He requested staff add a visual representation on the graph to show the new rate proposal and where the City will be in the future. He acknowledges the need for the City to become more aware of the Colorado River Drought Contingency Program, which will become effective in January of 2022, suggesting for more conservation strategies.

Council Member Dennis referenced the new landscape category and stated the assumption that this will be dedicated to City parks and HOAs. She asked what other entities would fall into this category. Mr. Fallstrom said it would be for any meter that is for outside landscape use. In response to a question from Council Member Dennis, Mr. Fallstrom confirmed that currently, such entities are receiving separate bills for each of their two meters. Council Member Dennis stated that this is a great idea. The increases, particularly for HOAs were significant and most use the water just for landscaping. Many have worked to reduce usage by changing landscaping or removing or rotating grass. Mr. Fallstrom confirmed the rate changes in response to a request for clarification by Council Member Dennis. In response to a question from Council Member Dennis, Mr. Fallstrom said they have not made a recommendation for years 2024 or 2025. Council Member Dennis commented that water rates should be reviewed on an annual basis to ensure adequate collection and assessments are completed. She requested a list of infrastructure projects related to water, sewer and sanitation, which are embedded in the rates. In response to questions from Council Member Dennis, Mr. Fallstrom clarified the water variable amounts.

Council Member Pineda commented on the need to present the water rates to residents as well as consideration of infrastructure costs and variables in order to provide a true picture for the public understanding. He noted the importance of sharing the information with the public and HOAs as they may be an ambassador for sharing the information with others. He agreed with the comments made by Council Member Dennis and noted the importance of calculating the infrastructure costs to relay information accurately.

Mayor Weise said he would much rather have a yearly increase across the board of 3 or 4 percent. He would also like to have a better picture of rate expectations in years 2024, 2025 and 2026 for planning purposes. As a resident, he would rather not have the City lower the rate slightly one year and then increase it in a year or two. It would be easier to plan with regular modest increases.

Vice Mayor Malone agreed with Council Member Pineda that the rates and explanation need to be broken down for easier understanding by residents and that there be effective outreach to residents regarding upcoming public meetings. She concurred with Council Member Dennis regarding obtaining a breakdown of the infrastructure projects and how the projects will impact the budget.

Mayor Weise asked Mr. Fallstrom to schedule time with Council over the next 30 days.

Council Member Dennis asked about the exploration of bonding to fund infrastructure needs. Mr. Montoya said the City has looked at bonding capacity for larger infrastructure projects; however, they are also maintaining impact fees for growth, which offsets bonding. There are bonds that the City will be paying off in two years and after that time, the City will have zero debt. Existing infrastructure issues include the water pressure in Rancho Santa Fe, which is an $8 to $10 million fix. Council Member Dennis asked about the guidelines that will determine whether a resident will be refunded a utility deposit. Mr. Montoya stated that staff is looking into this and will provide the parameters in the future.

Mayor Weise recalled the discussion when there was close to $1 million in unpaid water bills and the community was upset that the City had let it reach that point. As a result, City Council decided to make deposits nonrefundable. He approves of refunding deposits for good-paying customers only.

4. ADJOURNMENT

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

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

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

Meeting adjourned at 6:56 p.m.

A **Special 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 6:56 p.m. All participants attended by phone or video.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Interim Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Keith Fallstrom, Interim Finance and Budget Director; Chris Lopez, Neighborhood and Family Services Director; Darcy Lowery, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Police Chief; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Approximately ten members of the public were present.

1. ROLL CALL BY THE CITY CLERK

2. EMPLOYEE RECOGNITION

Gina Montes, Assistant City Manager; was recognized for her nearly fifteen years of dedicated service to the Avondale community. A commemorative video and proclamation were played in honor of her 15 years of service to the City of Avondale. Ms. Montes spoke words of appreciation and provided a review of her time at the City. Council Members spoke words of congratulations and appreciation for Ms. Montes.

3. ADJOURNMENT

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

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

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

Meeting adjourned at 7:22 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 7:31 p.m. All participants attended by phone or video.

Mayor Kenn Weise led the Pledge of Allegiance, followed by a moment of silent reflection in remembrance of the Arizona Department of Public Safety as well as the Chandler Police Department, the Gilbert Police Departments, and the Buckeye Police Department.

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

Members Absent: None.

Other Municipal Officials Present: Charles Montoya, City Manager; Gina Montes, Assistant City Manager; Cherlene Penilla, Assistant City Manager; Tracy Stevens, Deputy City Manager; Lindsey Duncan, Interim Deputy City Manager; Nicholle Harris, City Attorney; Marcella Carrillo, City Clerk; Kirk Beaty, Public Works Director; Ken Chapa, Economic Development Services Director; Tony Corsi, Fire & Medical Director; Bryan Hughes, Parks and Recreation Director; Craig Jennings, Judge; Keith Fallstrom, Interim

Finance and Budget Director; Chris Lopez, Neighborhood and Family Services Director; Darcy Lowery, Interim Human Resource Director; Kevin Murphy, Development and Engineering Services Director; Dale Nannenga, Police Chief; Abril Ruiz-Ortega, Court Administrator; Jeffrey Scheetz, Chief Information Officer; and Pier Simeri, Marketing and Public Relations Director.

Audience: Two members of the public were present.

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

2. UNSCHEDULED PUBLIC APPEARANCES

None.

3. CONSENT AGENDA

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

Council Member Dennis commented that the consent agenda includes the City Manager's contract. She noted the significant amount of work Mr. Montoya has done for the City and thanked him for his efforts. Mayor Weise agreed, particularly considering the significant challenges resulting from the COVID pandemic. A schedule will be developed for staff to take over the on-call burden for weekends.

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 7 to 0.

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

a. MINUTES
City Council approved the March 22, 2021 City Council Meeting Minutes.

b. AWARD AUTHORITY FOR VEHICLE MAINTENANCE AND REPAIR
City Council approved a request to increase spending authority for fire apparatus maintenance and repairs in the amount of $50,000.

c. THIRD AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CHARLES A. MONTOYA
City Council approved the 3rd Amendment to the Employment Agreement with Charles A. Montoya and authorized the Mayor and City Clerk to execute the necessary documents.

d. RESOLUTION 1023-0521 - FIRST THINGS FIRST GRANT RENEWAL
City Council adopted Resolution 1023-0521 authorizing the grant agreement with the First Things First Southwest Maricopa Regional Partnership Council to receive $200,000 in funding and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

e. RESOLUTION 1024-0521 - INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR IMPROVEMENTS TO LOWER BUCKEYE ROAD FROM EL MIRAGE ROAD TO 125TH AVENUE
City Council adopted Resolution 1024-0521 approving an Intergovernmental Agreement with Maricopa County for the construction of an asphalt sidewalk on Lower Buckeye Road from EL Mirage Road to 125th Avenue, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

f. RESOLUTION 1025-0521 - AUTHORIZING GRANT ACCEPTANCE FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY - PROPOSITION 207 FUNDING
City Council adopted Resolution 1025-0521, authorizing the Grant acceptance from the Arizona Governor's Office of Highway Safety - Proposition 207 Funding and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

g. RESOLUTION 1026-0521 - 2021-2022 HUD ANNUAL ACTION PLAN
City Council adopted Resolution 1026-0521 approving the City's 2021-2022 Annual Action Plan, identifying housing and community development needs and strategies and defining how Community Development Block Grant (CDBG) and HOME funds will be allocated next fiscal year and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

h. ORDINANCE 2019-0521 - LEASE AGREEMENT WITH SODA BOMB LLC
City Council adopted Ordinance 2019-0521, approving the Lease Agreement with Soda Bomb, LLC. for the property located at 745 North 114th Avenue, Suite 103 and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

i. ORDINANCE 2020-0521 - ABANDONMENT OF THE VAN BUREN STREET RIGHT-OF-WAY - VAN BUREN STREET AND AVONDALE BOULEVARD
City Council adopted Ordinance 2020-0521 authorizing the abandonment of a portion of Van Buren Street right-of-way, located on the north side of Van Buren Street, 169.11 east of the centerline of Avondale Boulevard, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

j. ORDINANCE 2021-0521 - ABANDONMENT OF AN INGRESS/EGRESS EASEMENT - VAN BUREN STREET AND AVONDALE BOULEVARD
City Council adopted Ordinance 2021-0521 authorizing the abandonment of a 20-foot-wide ingress/egress easement located north of Van Buren Street and east of Avondale Boulevard, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

k. ORDINANCE 2022-0521 - ABANDONMENT OF THE FILLMORE STREET RIGHT-OF-WAY - AVONDALE BOULEVARD AND 114TH AVENUE
City Council adopted Ordinance 2022-0521 authorizing the abandonment of the Fillmore Street right-of-way between Avondale Boulevard and 114th Avenue, and authorized the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents.

l. FINAL PLAT FOR THE BLVD LAKE PLAT - APPLICATION PL-21-0077
City Council approved a Final Plat for The BLVD Lake Plat, approximately 14.16 acres of City-owned property located at the southeast corner of 114th Avenue and The BLVD, with land at the northeast corner of Avondale Boulevard and Van Buren Street. The proposed Final Plat splits the existing City-owned Lake parcel into two (2) lots and consolidates two (2) City-owned parcels and a portion of the former Fillmore Street right-of-way into a single parcel. The plat dedicates twenty (20) feet of right-of-way along the Van Buren Street frontage, as well as a public utility easement (PUE) over the former Fillmore Street right-of-way.

4. REGULAR AGENDA

a. RESOLUTION 1027-0521 - ADOPTION OF THE FISCAL YEAR 2022 TENTATIVE BUDGET
City Council considered a request to adopt Resolution 1027-0521 setting forth the fiscal year (FY) 2022 tentative budget and establishing the City's annual expenditure limitation and authorize the Mayor or City Manager, City Attorney, and City Clerk to execute the necessary documents.

Lindsey Duncan, Interim Deputy City Manager, provided a brief presentation regarding the final steps to budget adoption. The tentative budget sets the maximum expenditure limitation. From this point on, the budget may not be increased; however, it may be reduced or rearranged. The total tentative budget is $394.8 million for fiscal year 2022. The expenditure line of $336.1 million is subject to the City’s expenditure limitation, which is governed by home rule.

Slight changes were made from the recommended budget to the tentative budget. For the General Fund, they have altered the contingency and made some previously discussed programmatic changes, including the Litchfield Park IGA, a GIS technician position , a library specialist position, a community outreach and volunteer coordinator position, and CIP carryover adjustments. There were slight alterations within the special revenue fund with carryover adjustments. There have been no further changes to department operating budgets and no additional supplemental requests since what was

previously presented. The next steps were reviewed. Staff recommended adoption of the fiscal year 2022 tentative budget.

Council Member Nielson moved to adopt Resolution 1027-0521 setting forth the fiscal year 2022 tentative budget; Council Member Pineda seconded the motion.

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

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

5. ADJOURNMENT

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

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

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

Meeting adjourned at 7:44 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 Special Meeting, Work Session, and Regular Meeting of the Council of the City of Avondale held on the 3rd day of May 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

Item Number: 3.b.

CITY COUNCIL REPORT

SUBJECT: Council Meeting Schedule for 2022

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

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

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

Public meetings are just one outlet for residents to connect with the City Council.

PURPOSE:
City Council will consider a request to approve the 2022 City Council Meeting Schedule and authorize the City Clerk to add, move, or cancel meetings as-needed at the direction of the City Manager. The Council will take the appropriate action.

BACKGROUND:
According to the Council Rules of Procedure, City Council shall approve the upcoming year's meeting schedule prior to the end of each calendar year. According to the Avondale City Charter Article II §12, City Council shall conduct two meetings a month (Work Sessions, Regular Meetings, and/or Special Meetings). If a change in approved meeting time or place shall be made, the City Clerk shall take appropriate action to publicly announce the change and publish a seven-day notice as required in the Avondale Charter Article II §12.

DISCUSSION:
The 2022 City Council meeting calendar provides for breaks in the spring, summer, and winter. To allow for such breaks, there is one meeting date in July and August. Since the City Charter requires two meetings per month, the meetings in July and August will include a work session and a regular meeting with a scheduled dinner break in-between the meetings. The dinner break is to provide a clear separation of the two meetings.

The stand-alone Work Session meetings are not included on the schedule but may be added throughout the year on an as-needed basis.

All scheduled meetings will begin at 6:00 p.m. with the Work Session listed first on the agenda followed by the Regular Meetings to begin immediately following. If no Work Session is being held, the Regular Meeting may begin at either 6:00 p.m. or 7:00 p.m. depending on the need on the agenda. The official meeting start time will be posted on the agenda.

BUDGET IMPACT:

This item has no budget impact.

RECOMMENDATION:

Staff is recommending City Council approve the presented 2022 City Council Meeting Schedule.

2022 COUNCIL CALENDAR

with holidays and conferences

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Jan 1 - New Year's Day
Jan 17 - MLK Jr. Day
Jan 26-28 - ACMA Winter Conf. (Tentative)

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

Feb 13 - Super Bowl / Feb 14 - Valentines Day
Feb 21 - Presidents' Day
Feb 22 - Zoom Mtg

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

March 6-9 - NLC Conf.
March 7 - Zoom Mtg (Consent Agenda Items Only)
(Avondale Schools Spring Break March 7-18)

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

April 4 - Zoom Mtg

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

May 30 - Memorial Day

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

June 6 - Zoom Mtg

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 4 - Independence Day
July 5 - Zoom Mtg (Two separate mtgs with break)
July 20-22 - ACMA Summer Conf. (Tucson)

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2 - Election Day (Primary)
Aug 22 - Two separate mtgs with break
Aug 30 - Sept 2 - League Annual Conf. (Glendale)

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Aug 30 - Sept 2 - League Annual Conf. (Glendale)
Sept 5 - Labor Day
Sept 6 - Zoom Mtg
Sept 18-21 - ICMA Annual Conference

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Oct 31 - Halloween (not observed)

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Nov 8 - Election Day (General)
Nov 11 - Veterans' Day
Nov 16-19 - NLC Cities Summit
Nov 21 - Zoom Mtg
Nov 24 - Thanksgiving

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Dec 12 - Zoom Mtg - Budget Retreat
Dec 25 - Christmas Observed

	Conferences
	Council Meeting
	Holidays

NOTE: All City Council Meetings will begin at 6:00 p.m. with the Work Session listed first on the agenda followed by the Regular Meetings to begin immediately following. If no Work Session is being held, the Regular Meeting will begin at 6:00 p.m.

***Spring Break Dates**: March 14-18 Tolleson Union HS District / Pendergast District | March 7-11 Litchfield Elem. School District / Agua Fria Union HS District / Avondale Elem. School District / Legacy / Imagine Avondale
***Littlton School District Board Meetings:** 2nd Tuesday of the month (Council Member Nielson)

CITY OF AVONDALE
2022 COUNCIL MEETING SCHEDULE

NOTICE IS HEREBY GIVEN to the general public that the following is the schedule of City Council meetings for the 2022 calendar year. Agendas are available 24 hours in advance of each meeting in the Office of the City Clerk, at 11465 West Civic Center Drive, Avondale, Arizona, Monday through Thursday, between the hours of 7:00 a.m. to 6:00 p.m. or online at www.avondaleaz.gov/councilmeeting.

Note: All meetings will begin at 6:00 p.m. with the Work Session listed first on the agenda followed by the Regular Meetings to begin immediately following. If no Work Session is being held, the Regular Meeting may begin at either 6:00 p.m. **or** 7:00 p.m. Please check the posted agenda for official meeting start time.

Month	2022 City Council Meeting Schedule Work Sessions & Regular Meetings
January	January 10, 2022
	January 24, 2022
February	February 7, 2022
	February 22, 2022*
March	March 7, 2022*
	March 21, 2022
April	April 4, 2022*
	April 18, 2022
May	May 2, 2022
	May 16, 2022
June	June 6, 2022*
	June 20, 2022
July	July 5, 2022*
August	August 22, 2022
September	September 6, 2022*
	September 19, 2022
October	October 3, 2022
	October 17, 2022
November	November 7, 2022
	November 21, 2022*
December	December 5, 2022
	December 12, 2022* (Budget Retreat)

**Meeting to be hosted online through Zoom.*
Please visit www.avondaleaz.gov/councilmeeting for instructions on joining the meeting.

Council Members of the City of Avondale will attend either in person or by telephone conference call. Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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

Item Number: 3.c.

CITY COUNCIL REPORT

SUBJECT: Contributions Assistance Program Fiscal Year 2021-2022 Funding Recommendations

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:
This particular item addresses multiple strategic outcome areas, including:

Community-Oriented Lifelong Learning Opportunities

- Work with community partners to expand employment opportunities for residents through job training and placement program
- Strengthen education-based partnerships

Connected Community

- Expand community engagement opportunities through volunteerism, civic education and service

Public Health and Safety

- Partner with key stakeholders to implement integrated community health and wellness programs

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PURPOSE:
City Council will consider a request to approve the funding recommendations made by the City Council Subcommittee for distribution of the proposed $113,300 Contributions Assistance Program fund. The Council will take appropriate action.

BACKGROUND:
The Contributions Assistance Program was established by City Council to provide a supplemental funding source to organizations providing services to the residents of the City of Avondale. The adopted budget for fiscal year 2021-2022 allocates $113,300 for the Contributions Assistance Program. City Council has appointed members to the Council Subcommittee for this process. The Council Subcommittee for FY 2021-2022 includes Vice Mayor Malone, Councilmember Conde and Councilmember Nielson.

This program continues to be in demand by organizations serving Avondale residents. For fiscal year 2021-2022, applications were received from 32 non-profit agencies requesting a total amount of $257,900.

DISCUSSION:

The Subcommittee reviewed applications on June 3, 2021 based on the following criteria:

- Provision of direct services which improve the health and welfare of Avondale residents.
- Current, timely and accurate reports from current recipients.
- Ability to generate revenue from other sources.
- Priority will be given to special projects. However, requests for operating support toward direct and measurable services will be considered.
- Priority will be given to services and initiatives that support and address City Council goals.
- Services provided at the Arizona Complete Health Avondale Resource Center will be given priority.
- Organizations that received funding in the previous fiscal year will participate in a mid-year review and demonstrate satisfactory progress towards stated goals and objectives.
- All awards should be at or above the minimum amount requested by the organization. The minimum amount is established to provide the organization adequate funding to effectively complete the project as proposed.
- Services and initiatives responding to the needs of vulnerable populations affected by the COVID-19 pandemic will be given priority

The Subcommittee has made the following funding recommendations:

- A New Leaf, Inc. Siemer- $4,000
- A New Leaf - VITA - $5,000
- Agua Fria Food Bank - $7,000
- Arizona Service Project - $9,400
- Boys and Girls Clubs of the Valley - $5,000
- Buckeye Lions Foundation - $1,000
- Community Bridges Inc. - $7,000
- Diana Gregory Outreach - $3,000
- Helping Families in Need - $8,000
- Homeless Youth Connection - $3,400
- Jobs for Arizona Graduates - $2,500
- Junior Achievement of Arizona - $3,000
- Lutheran Social Services- $7,500
- Mercy House Community Center - $5,000
- Mission of Mercy - $5,000
- Multicultural Family Network - $2,000
- Phoenix Rescue Mission - $5,000
- Raising Special Kids - $5,000
- Read Better Be Better - $5,000
- Sounds of Autism - $2,000
- Southwest Human Development - $1,500
- Southwest Lending Closet - $4,000
- Southwest Valley YMCA- $5,000
- St. Mary's Food Bank Alliance - $5,000
- The Opportunity Tree - $3,000

BUDGET IMPACT:

Funding for the Contributions Assistance Program is included in the FY2022 budget.

RECOMMENDATION:

Staff recommends that City Council approve the funding recommendations made by the Council Subcommittee for distribution from the Contributions Assistance Program Fund for fiscal year 2021-2022.

Item Number: 3.d.

CITY COUNCIL REPORT

SUBJECT: Budget Adjustment - General Fund Contingency for the Design of Civic Center Park

MEETING DATE: 7/5/2021

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director, (623) 333-2411

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

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

  Design and development of the Civic Center Park will improve the parks service delivery area and would help complete the Civic Center as a recreation and cultural destination for Avondale residents and visitors.

- Natural Resources and Open Spaces - Avondale recognizes the value of its natural resources and promotes environmental sustainability and conservation in its operations, activities, and planning.

  The park will be designed with sustainability and conservation in mind. Energy efficient lighting and landscaping will help conserve energy and water usage. Trees at the park will help reduce the urban heat island effect.

PURPOSE:

City Council will consider a request to approve a budget adjustment in the amount of $160,000 from the General Fund Contingency to the Civic Center Park project and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Civic Center was identified as a possible location for a future park in the 2017 Parks, Recreation, Libraries and Trails Master Plan update. Additionally, the Civic Center has been identified as the preferred

location for a proposed aquatic center. To create synergy between the existing Civic Center facilities and the proposed aquatic center, staff is planning to move forward with design of the Civic Center Park on the vacant parcel adjacent to the Civic Center Library. The design and development of the parcel as a park would help complete the Civic Center as a recreation and cultural destination for Avondale residents and visitors.

DISCUSSION:

Staff is seeking approval of a budget adjustment to complete the design of the Civic Center Park. Staff is recommending a transfer from the General Fund Contingency for the design of the Civic Center Park.

BUDGET IMPACT:

The design of the Civic Center Park was not included in the adopted FY2022 budget and authorization not-to-exceed $160,000 is needed to cover design fees to be transferred from the General Fund Contingency. The proposed fund transfer will reduce the Projected Reserve and General Fund Contingency by $160,000.

RECOMMENDATION:

Staff recommends approval of a budget transfer in the amount of $160,000 from the General Fund Contingency to the Civic Center Park project.

Item Number: 3.e.

CITY COUNCIL REPORT

SUBJECT: Budget Adjustment - American Rescue Plan Act

MEETING DATE: 7/5/2021

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance and Budget Director, (623) 333-2016

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:

This agenda item supports Avondale Strategic Outcome Areas, including:

• Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.
• Connected Community - Avondale will work directly and closely with our communities to develop programs and infrastructure that connect residents to the city's resources, the region, and each other.

This action assists the city in recovering from the impact of the COVID-19 pandemic, helping communities disproportionately impacted by the pandemic, improving community access to broadband, and investing in water and sewer infrastructure.

PURPOSE:
City Council will consider a request to approve a budget adjustment to create the appropriation in fiscal year 2022 for the anticipated expenses of Avondale's share of the American Rescue Plan Act and authorize staff to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The American Rescue Plan Act (ARPA) of 2021 was signed into law on March 11, 2021 to address the on-going impacts of the COVID-19 pandemic. As part of the legislation, $65.1 billion of direct and flexible aid was provided to America's cities and towns. Avondale's share of the local aid is $17,887,327.

DISCUSSION:
The American Rescue Plan Act (ARPA) provides support to local governments to address the impacts of the COVID-19 pandemic and to rebuild a stronger economy as the country recovers. Eligible uses of ARPA include:

- Support public health expenditures

- Address negative impacts caused by the public health emergency
- Replace lost public sector revenue
- Invest in water, sewer, and broadband infrastructure.

This action creates the appropriation for the anticipated spend of Avondale's share of ARPA in FY2022. The allocation of ARPA funds by fiscal year is shown below:

FY 2022	FY 2023	FY 2024	Total
$4,367,100	$10,457,427	$3,062,800	$17,887,327

The detailed recommendation for allocation of funding is attached as an exhibit to this council report.

BUDGET IMPACT:

The proposed budget adjustment will provide the appropriation necessary to use Avondale's share of ARPA. There are no match requirements with ARPA.

RECOMMENDATION:

Staff recommends approval of a budget adjustment in the amount of $4,367,100 for FY2022 from the unanticipated revenue appropriation to create the appropriation necessary to spend Avondale's share of the American Rescue Plan Act (ARPA).

American Rescue Plan Act Draft Proposal by Outcome

Assistance to Households	Department	FY 2022	FY 2023	FY 2024	Total
Neighborhood Revitalization	NFS	$ 222,800	$ 222,800	$ 222,800	$ 668,400
Contributions Assistance Program	NFS	$ 113,300	$ 200,000	$ 200,000	$ 513,300
Avondale Resident Temporary (short-term) Housing Fund - Pilot Program and additional FTE	NFS	$ 225,000	$ 225,000	$ 225,000	$ 675,000
Expenses to improve efficacy of economic relief programs					
Resource Management Software	NFS	$ 16,000	$ -	$ -	$ 16,000
Addressing educational disparities					
Youth Services Division	NFS	$ 217,800	$ 217,800	$ 217,800	$ 653,400
Education Support Funding	NFS	$ 50,000	$ 50,000	$ 50,000	$ 150,000
Services to address disparities in public health outcomes					
Community Action Program (city portion)	NFS	$ 68,400	$ 68,400	$ 68,400	$ 205,200
Community Action Program (additional FTE)	NFS	$ 110,000	$ 110,000	$ 110,000	$ 330,000
Assistance to Small Business					
On Demand Technical Assistance Platform	ED	$ 600,000	$ 550,000	$ 500,000	$ 1,650,000
Assistance to nonprofits					
Non-profit expansion - Single item capital purchase, replacement, construction, or repair	NFS	$ 100,000	$ 100,000	$ 100,000	$ 300,000
Assistance to impacted industries, such as tourism, travel, and hospitality					
Billy Moore, Fiesta, and Cycle Avondale Events	Parks	$ 208,800	$ 208,800	$ 208,800	$ 626,400
Tourism NASCAR promotion	ED	$ 75,000	$ 75,000	$ 75,000	$ 225,000
DMO local match	ED	$ 135,000	$ 135,000	$ 135,000	$ 405,000
Quarterly Job Fairs for Avondale Businesses (Tourism, Hospitality, and Restaurant Focus)	ED	$ 40,000	$ 40,000	$ 40,000	$ 120,000
Scholarships to attend EMCC/NAU Hospitality Leadership Program	ED	$ 110,000	$ 160,000	$ 160,000	$ 430,000
Capital improvements to public facilities to meet operational needs					
City-Wide Fiber Expansion and Redundancy	IT	$ 700,000	$ 700,000	$ 600,000	$ 2,000,000
Broadband					
Alamar Park Wi-Fi	Parks	$ 135,000	$ -	$ -	$ 135,000
Public Wi-Fi Enhancements	IT	$ 100,000	$ 100,000	$ 100,000	$ 300,000
Wi-Fi in Common Areas	IT	$ 50,000	$ 50,000	$ 50,000	$ 150,000
Fiber Optic Connection in parks	IT	$ 80,000	$ -	$ -	$ 80,000
Special Event Wi-Fi	IT	$ 75,000	$ -	$ -	$ 75,000
Western Avenue Wi-Fi and Digital Signage & Information Kiosks	IT	$ 200,000	$ -	$ -	$ 200,000
Water/Sewer					
Agua Fria Wetlands Conceptual Design for new Recharge Basin	Parks	$ 235,000	$ -	$ -	$ 235,000
Initial Construction of Recharge Basin	Parks/PW/DES	$ 500,000	$ 1,000,000	$ -	$ 1,500,000
Water/Sewer Projects	PW	$ -	$ 6,244,627	$ -	$ 6,244,627
		$ 4,367,100	$ 10,457,427	$ 3,062,800	$ 17,887,327

Item Number: 3.f.

CITY COUNCIL REPORT

SUBJECT: Funding Approval for the Development of the Avondale Aquatic Center

MEETING DATE: 7/5/2021

TO: Mayor and Council

FROM: Bryan Hughes, Parks and Recreation Director, (623) 333-2411

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

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Areas:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

This would be the only public aquatic center in the city and a much-needed recreational facility for the residents of Avondale.

PURPOSE:
City Council will consider a request to approve funding for the development of the proposed Avondale Aquatic Center and authorize the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The 2017 Parks, Recreation, Libraries and Trails Master Plan update included a citizen survey in which respondents were asked for the three future project improvements that were most important. One of the top responses was to "develop a new outdoor aquatic center." The Action Plan included Goal 1: Make Avondale a destination for events, activities, and tournaments to promote economic development; and Strategy 1.1.06: Respond to the community's priority for access to an aquatics facility based on the results of the Citizen Survey and 1.1.06a: Consider locations for an aquatics facility in central Avondale as the community grows.

DISCUSSION:
Development of a municipal aquatic center in the Avondale Civic Center Complex would include the design and development of a complex with a competition pool with diving boards, play pool, bath house with locker rooms and multi-purpose rooms, and recreational features such as water slides, aquatic play units, lazy river, or other features as determined through public outreach.

The project would bring the benefit of a much-needed recreational facility to the residents of Avondale. The aquatic center would provide swim lessons to youth and adults, open swim time, recreational and competitive swim teams, potential partnerships with healthcare providers for therapeutic recreation, partnerships with local schools for interscholastic swim teams and physical education, as well as local community colleges for collegiate swim and diving teams. The facility could also serve as a regional attraction for swim meets, increasing tourism to the city and our hospitality industry.

The project would be developed in two phases, design and development utilizing a Construction Manager At-Risk (CMAR). The design phase, including public input, will last approximately 6-9 months beginning in September. A CMAR will be brought on board by 30% of design and pre-construction would take place concurrently through the remainder of design. It is anticipated construction will take approximately 12-15 months. The target date for opening to the public would be spring 2023.

It is anticipated that an aquatic center will cost $16 million for construction and up to $1.1 million for annual operating costs, depending on duration of the operating season.

BUDGET IMPACT:

The Avondale Aquatic Center was not included in the FY2022 budget. Funding of $6 million in FY2022 and $10 million in FY2023 for development of the proposed Avondale Aquatic Center will come from a combination of General Fund cash reserves and Excise Tax bonds. The bond issuance will come to council for approval on a future date.

RECOMMENDATION:

Staff recommends approval of funding for development of the proposed Avondale Aquatic Center and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

Item Number: 3.g.

CITY COUNCIL REPORT

SUBJECT: Create a Bridge Housing Capital Improvement Project (CIP) project and authorize the necessary budget transfer

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

Innovative Program and Service Delivery – Avondale will continue to serve as a model of innovative, efficient, and responsive government. Funding provided for this project will support the City's effort to address the needs of those transitioning back into the Avondale Community.

PURPOSE:
City Council will consider a request to create a new CIP project for a bridge housing development and authorize a budget transfer in the amount of $650,000 from General Fund Contingency to the newly created Bridge Housing account, to fund the design, acquisition, and construction, and to authorize staff to take the necessary action to complete the budget transfer. The Council will take appropriate action.

BACKGROUND:
Individuals and families across the county are increasingly experiencing challenges in accessing affordable housing. When a family experiences a crisis and loses housing, they find it increasingly difficult address the immediate crisis and acquire permanent stable housing.

The city looks to provide options for Avondale families through a proposed Bridge Housing development. This development will provide a resource to assist families with a temporary housing solution until a more permanent housing arrangement can be secured.

The proposed Bridge Housing development would allow the city to immediately transition families out of homelessness in order to provide a stable experience that can facilitate placement into permanent housing. Bridge Housing is often thought of as the missing link between the shelter system and permanent housing. This strategy, when applied in collaboration with other human service providers can efficiently support a community's most vulnerable residents in exiting the streets. The primary goal of a bridge housing approach is to provide a stable temporary housing situation and supportive services to aid individuals or families through

the process of locating, applying for, and/or obtaining permanent housing. This process will be further facilitated by the numerous services and resources available through the Arizona Complete Health Avondale Resources Center and its non-profit partners. Bridge Housing is considered an effective approach and is included as a recommended strategy within the newly released Regional Homelessness Strategy Portfolio offered by the MAG (Maricopa Association of Governments).

DISCUSSION:

The new Bridge Housing development will construct four (4) to five (5) one- to two-bedroom single-family homes which will temporarily house Avondale families who are experiencing homelessness. Current locations under consideration are the land across from the newly constructed resource center on 10th Street, or the City-owned property across from the City yard located at the North East Corner of Lower Buckeye and Fourth Street.

BUDGET IMPACT:

This action will create a new CIP project for Bridge Housing and transfer up to $650,000 from the General Fund Contingency to create the necessary appropriation for the project.

RECOMMENDATION:

Staff recommends that City Council authorize creation of a new CIP project for Bridge Housing, authorize a budget transfer from General Fund Contingency, and authorize the Mayor, City Manager, and City Clerk to execute the necessary documents.

Item Number: 3.h.

CITY COUNCIL REPORT

SUBJECT: Revocable License Agreement with Adelante Health Care, Inc (WIC)

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:

Public Health and Safety

Partner with key stakeholders to implement integrated community health and wellness programs. Adelante Healthcare WIC program is a critical public health partner housed at the Arizona Complete Health Avondale Resource Center.

PURPOSE:

City Council will consider a request to approve a Revocable License Agreement with Adelante Health Care, Inc (WIC) and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Adelante Healthcare (WIC) Women, Infant and Children program has utilized space in the resource center for the last 10 years at no cost. The organization continues to provide vital services to the community. These services have been of benefit for numerous expectant mothers and their children 0-5 years of age. The services they provide include: nutrition education, breastfeeding support, financial assistance to purchase healthy food, referrals to health care and referrals to other community services.

DISCUSSION:

The Adelante Healthcare WIC program provides services to residents of the Southwest Valley (Avondale, Goodyear, Litchfield Park and parts of Tolleson and Glendale). Over the past year there has been an increase in requests for services due to the COVID-19 pandemic. Throughout this increase, WIC staff have maintained high quality services via phone and virtual meetings. The organization looks forward to welcoming participants back in person in the fall. With the transition of services into the new Arizona Complete Health Avondale Resource Center, staff are recommending that partnering organizations provide a reasonable financial contribution to support the overall operation of the resource center. The level of contribution is determined buy several factors to include the following:

- Amount of physical space utilized

- Duration and frequency of use
- Amenities utilized
- Services required

Adelante Healthcare has agreed to provide the City of Avondale compensation for space utilized at the resource center annually in the amount of $17,234.16. The revenue generated from this agreement will offset a portion of the operational costs of the Arizona Complete Health Avondale Resource Center.

BUDGET IMPACT:

Adelante Healthcare will provide the City of Avondale compensation for space utilized at the resource center annually in the amount of $17,234.16. The revenue generated from this agreement will offset a portion of the operational costs of the Arizona Complete Health Avondale Resource Center.

RECOMMENDATION:

Staff recommends approval of the Revocable License Agreement between The City of Avondale and Adelante Healthcare, Inc (WIC) to include compensation for utilization of space in the resource center.

ARIZONA COMPLETE HEALTH
AVONDALE RESOURCE CENTER
REVOCABLE LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ADELANTE HEALTHCARE, INC.

This Revocable License Agreement (this "Agreement") is entered into as of _____, between the CITY OF AVONDALE, an Arizona municipal corporation ("Grantor"), and ADELANTE HEALTHCARE, INC., an Arizona non-profit corporation ("Grantee").

RECITALS:

A. Grantor is the owner of real property located at 995 E. Riley Dr., Avondale, Arizona 85323 (the "Grantor Property"), commonly known as the Arizona Complete Health Avondale Resource Center (the "Resource Center").

B. The Resource Center is a multifaceted hub for human services made possible by the innovative public and private partnership between Arizona Complete Health of Arizona, Inc., First Things First, and Grantor. Grantor partners with various non-profit organizations (the "Organizations") and offers space at the Resource Center to provide the needed services to the community. The Resource Center is a one-stop shop facility located in historic Avondale. Services provided by the partner Organizations may include one or more of the following:

1. Tutoring in English and literacy
2. Teen pregnancy support
3. Employment services
4. Parent education
5. AHCCCS, TANF, SNAP and Affordable Care
6. Act Application and Enrollment
7. WIC (Women, Infant and Children) Services
8. Rental and utility assistance
9. Citizenship classes
10. Medicare benefits counseling
11. Housing assistance, programs and referrals
12. Legal aid services
13. Domestic violence support groups
14. Veteran Navigation Services

C. Grantee desires to occupy and use office space in the Resource Center, and Grantor has agreed to grant Grantee a temporary non-exclusive revocable license over a portion of the Grantor Property for purposes of providing services to the community, as detailed in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference (the "Services").

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing introduction and recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Grant of License. Grantor hereby grants and conveys to Grantee a temporary non-exclusive revocable license (the "License") over and on a certain portion of the Grantor Property described and depicted on the Map attached hereto as Exhibit B and incorporated herein by reference (the "License Area") for the performance of the Services. Grantee's License Area may be relocated to another area within the Resource Center at Grantor's sole and absolute discretion. Grantee agrees to use due care in the use of the License and in the performance of the Services so as to not unreasonably disturb Grantor's or other grantees' use of the Grantor Property. Grantor and Grantee will coordinate a schedule for Grantee's access to the License Area to perform the Services.

2. Term of Agreement.

2.1 Initial Term. This term of the License shall be July 1, 2021 to June 30, 2022 (the "Initial Term"), unless terminated as otherwise provided in this Agreement.

2.2 Renewal Terms. After the expiration of the Initial Term, the License may be extended for up to four successive one-year terms (each, a "Renewal Term") as evidenced in a written amendment to this Agreement.

3. Compensation. For the Initial Term, the Grantee shall pay Grantor **$17,234.16** for use of the Resource Center as set forth in the Cost Breakdown attached hereto as Exhibit E and incorporated herein by reference. For each subsequent Renewal Term, if any, Grantee shall pay Grantor an amount as agreed upon between Grantor and Grantee and as set forth in the updated Cost Breakdown, which shall be attached hereto as part of Exhibit E.

4. Grantee Obligations. Grantee will use the Grantor Property and the License Area in accordance with: (a) the Resource Center Rules and Regulations attached hereto as Exhibit C, and (b) the Room Use Policy and Procedures attached hereto as Exhibit D, incorporated herein by reference.

5. Utilities and Resources. If applicable, Grantor will provide Grantee with access to the internet, printing, copying and faxing services, subject to guidelines set by the Resource Center Coordinator. The cost of all utilities for the Grantor Property will be provided at Grantor's sole expense.

6. Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Grantee acknowledges and agrees that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of Grantor, and Grantee and its employees are not entitled to workers' compensation benefits from Grantor. Grantee has sole authority over the manner and means by which the Services are provided.

7. Indemnification. To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless the Grantor and each council member, officer, employee or agent thereof (the Grantor and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the use of the License Area, or the performance of the Services by Grantee, its officers, employees, agents, or any tier of subcontractor. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

8. Insurance. During the term of this Agreement, Grantee shall purchase and maintain, at its own expense, the insurance policies described herein. Policies must be issued by insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with a current AM Best, Inc. rating of A- or above. Grantee shall furnish Grantor with certificates of insurance and a copy of the declaration page(s) of the insurance policies evidencing the required coverages, conditions and limits required by this Section. The insurance policies, except Worker's Compensation, shall name Grantor, its agents, officers, officials, employees and volunteers as additional insureds. In the event an insurance policy required by this Agreement is written on a "claims made" basis, coverage shall extend for three years past expiration of this Agreement and must be evidenced by annual certificates of insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period. The insurance policy shall not expire, be cancelled, suspended, voided or materially changed without 30 days prior written notice to Grantor. Grantee's insurance must be primary and any insurance or self-insurance maintained by Grantor shall not contribute to it. If any part of this Agreement is subcontracted, the indemnification provisions set forth above and the insurance requirements contained herein shall apply to the subcontractor. Grantee shall purchase and maintain the following insurance coverages:

8.1 Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence for bodily injury, property damage, personal injury, products and completed operations including, but not limited to, the liability assumed under the indemnification provision of this Agreement.

8.2 Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than $1,000,000 for each occurrence with respect to Grantee's owned, hired, and non-owned vehicles assigned to or used in the performance of the Grantee's work or services under this Agreement.

8.3 Workers' Compensation insurance with limits statutorily required by any federal and state law having jurisdiction over Grantee's employees performing services under this Agreement and Employers Liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee, and $500,000 disease policy limit.

9. Conflict of Interest. This Agreement may be canceled by the Grantor pursuant to ARIZ. REV. STAT. § 38-511.

10. Assignment; Delegation. Grantee shall have no right or authority to assign or delegate, in whole or in part, any of its rights or interest under this Agreement to any third party without the prior written consent of the Grantor.

11. Entire Agreement. This instrument contains the entire agreement between the parties relating to the use of the License Area by the Grantee for the purposes set forth herein. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement.

12. Counterparts. This document may be executed in any number of counterparts, each of which shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

13. Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of this Agreement which may remain in effect without the invalid provision or application.

14. Israel. Grantee certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

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

If to Grantor:	City of Avondale 11465 West Civic Center Drive Avondale, Arizona 85323 Attn: Charles A. Montoya, City Manager
If to Grantee:	Adelante Healthcare Inc. 3033 North Central Avenue, Suite 145 Phoenix, Arizona 85012 Attn: Eric Battis, CAO

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this instrument as of the date and year first written above.

Grantor:

CITY OF AVONDALE,
an Arizona municipal corporation

_____
Charles A. Montoya, City Manager

ATTEST:

_____
Marcella Carrillo, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

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

_____
Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

Grantee:

ADELANTE HEALTHCARE, INC.,
an Arizona non-profit corporation

By:_____

Name:_____

Title:_____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2021, before me personally appeared _____ _____, the _____ of ADELANTE HEALTHCARE, INC., an Arizona non-profit corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he/she claims to be, and acknowledged that he/she signed the above document on behalf of the corporation.

_____
Notary Public

(Affix notary seal here)

EXHIBIT A
TO
REVOCABLE LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ADELANTE HEALTHCARE, INC.

[Scope of Work]

See following pages.

SCOPE OF WORK
ARIZONA COMPLETE HEALTH
AVONDALE RESOURCE CENTER

Agency Name: Adelante Healthcare WIC
Agency Contact: Norma Castaneda, WIC Program Manager
Agency Resource Center Contact: Rachel Wilson

Agency Mission/Vision:

The Arizona Supplemental Nutrition Program for Women, Infants, and Children ("WIC") provides nutrition education and breastfeeding support services, supplemental nutritious foods and referrals to health and social services. WIC serves pregnant, breastfeeding, and postpartum women; infants; and children under the age of five who are determined to be at nutritional risk. The WIC Program is funded by the United States Department of Agriculture.

Services to be provided at the Resource Center:

1. Perform WIC certification procedures such as categorical, income screening, health assessments and nutrition assessments.
2. Provide participant centered nutrition and breastfeeding support.
3. Provide mandatory and appropriate referrals based on family needs.
4. Issue WIC benefits tailored to family needs
5. Ensure the collection and record accurate data in HANDS system.
6. Provide professional training, mentoring and monitoring of WIC staff in order to deliver WIC services.

Dates/Times for Services to be provided:

Monday: 8:00 a.m. to 7:00 p.m.
Tuesday-Thursday: 8:00 a.m. to 5:30 p.m.
Friday: 9:00 a.m. to 5:00 p.m.

Outreach Strategy for Agency's services:

Outreach Goal #1: Homeless institutions and shelters within the Adelante service area will be contacted at least once per year to promote WIC services and gather information to better assist WIC participants regarding how food is stored and distributed.

Outreach Goal #2: Outreach will be completed to organizations that serve migrants within the Adelante service area to coordinate services and inform migrants of WIC services, locations and clinics details periodically throughout the year.

Outreach Goal #3: Outreach will be completed to organizations that serve infants or children within Adelante service area to coordinate services and inform potential clients about WIC services.

Cross Referral Strategy:

WIC program offers referral to other health and human services as an adjunct to good health based on participants' needs.

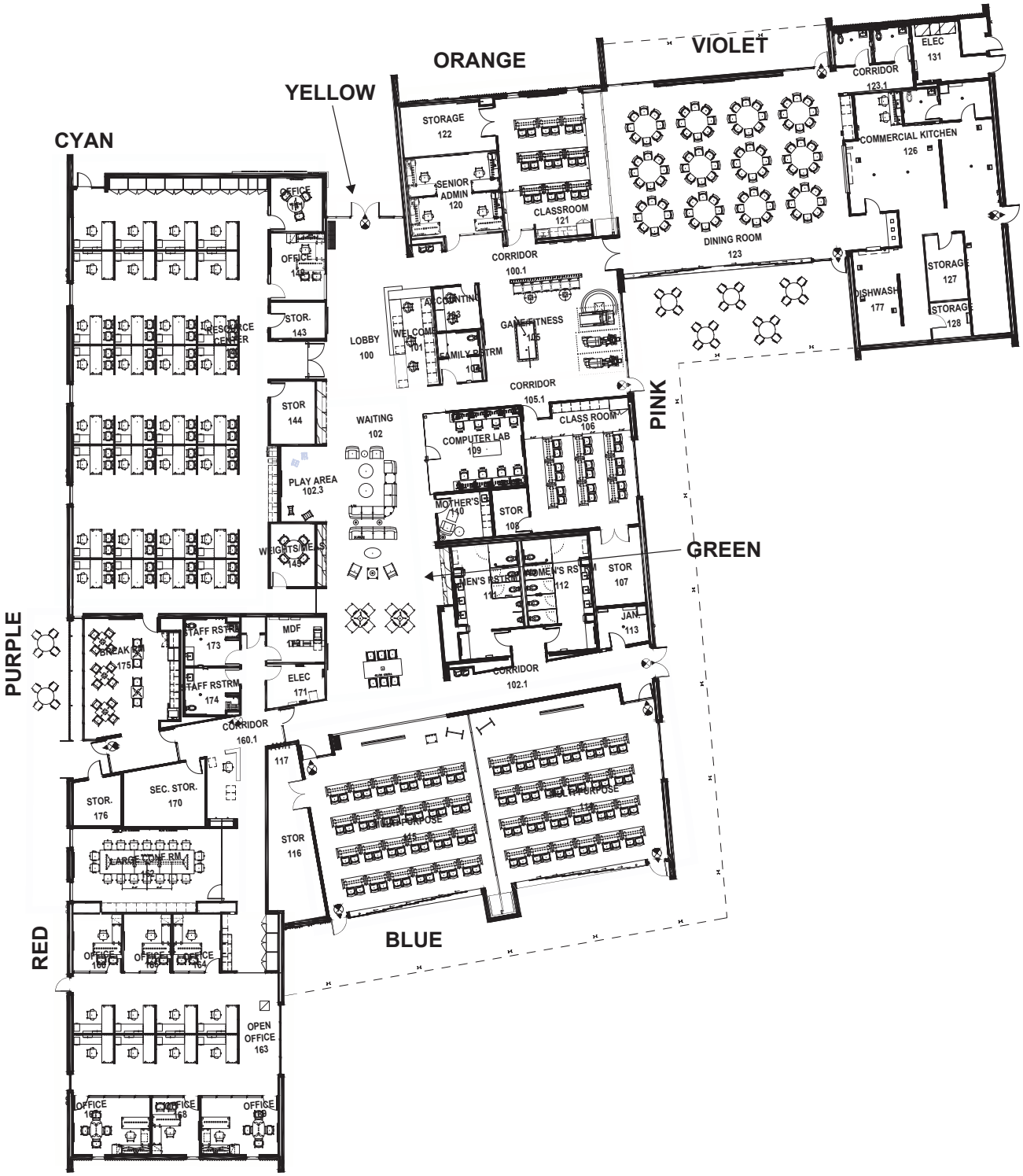
Outcomes:

1. Increase the rate of initiation, duration, exclusively breastfeeding.
2. Reduce the proportion of adults and children who are considered overweight.
3. Reduce the proportion of adults and children who are considered obese.
4. Increase the consumption of whole grains, variety of fruits and vegetables.
5. Decrease the amount of television or videos viewed.

EXHIBIT B
TO
REVOCABLE LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ADELANTE HEALTHCARE, INC.

[Resource Center Map]

See following page.



Goodmans

4400 TWO AMERICAN PLAZA NE
ALBUQUERQUE, NM 87108
(505)889-0195

1400 E. ROAD TO SCHOOL RD.
FLAGSTAFF, AZ 86004
(602)263-1110

3918 N. HIGHWAY 89
PRESCOTT, AZ 86305
(520)636-1117

CITY OF AVONDALE
RESOURCE CENTER

OVERALL
LAST MILE AREAS

Scale: NTS

NOTE: ALL PLANS, DRAWINGS AND SPECIFICATIONS ARE THE PROPERTY OF GOODMANS, AND MAY NOT BE REPRODUCED WITHOUT THE WRITTEN CONSENT OF GOODMANS. ALL MEASUREMENTS ARE SUBJECT TO VERIFICATION BY THE CONTRACTOR. NOTIFY GOODMANS IN THE EVENT OF DISCREPANCIES.

Job No.: 99553
Date Drawn:
Final Issued:
Drawn By: DN
Checked By:

REVISIONS

	DATE	DESCRIPTION	BY
1			
2			
3			
4			
5			
6			

CHANGE ORDERS

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NORTH

OF

EXHIBIT C
TO
REVOCABLE LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ADELANTE HEALTHCARE, INC.

[Resource Center Rules and Regulations]

See following page.

Resource Center Rules and Regulations

1. Contact Information. Grantee will provide emergency contact information for all staff working at the Resource Center to the Resource Center Coordinator, Family Services Manager and/or authorized designee.

2. Performance Measures. Grantee will submit performance measures to the Resource Center Coordinator, Family Services Manager and/or authorized designee **on or before the 3rd of every month**.

3. Security Clearance. Grantee must complete a background check for all staff working at the Resource Center.

4. Staffing. Grantee shall communicate, via email to the Resource Center Coordinator, Family Services Manager and/or authorized designee, any changes in Grantee staff or changes in Grantee staff schedule **immediately**.

5. Equal Opportunity. Grantee will not discriminate on the basis of disability, in admission to, access to, or operation of the Services and activities it provides at the Resource Center. Grantee will adhere to all requirements of the Americans with Disabilities Act.

6. Childcare Services. If childcare is provided by Grantee, all childcare providers must adhere to the guidelines in the First Things First Standards of Practice, attached hereto as Attachment 1 to Exhibit C and incorporated herein by reference.

7. Meetings. Grantee must attend and participate in the weekly Friday huddle Meetings and Monthly Networking Meeting facilitated by the Resource Center Coordinator, Family Services Manager and/or authorized designee.

8. Marketing. Grantee agrees to promote the additional services provided at the Resource Center. Grantee will refer clients to other agencies in the Resource Center when applicable. Grantor will support and promote Grantee's services and referrals.

9. Clients. Grantor will provide reception services during regular business hours for Grantee's clients. Grantee shall ensure that all clients receiving services at the Resource Center check in at the front desk upon arrival and complete an intake form. Grantor will maintain the confidentiality of Grantee and its clients, and will not disclose confidential information as required by law.

ATTACHMENT 1 TO EXHIBIT C
TO
REVOCABLE LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ADELANTE HEALTHCARE, INC.

[First Things First Standards of Practice]

See following pages.

FIRST THINGS FIRST

STANDARDS OF PRACTICE
SFY2019

FAMILY RESOURCE CENTERS

Table of Contents

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I. INTENT OF STRATEGY

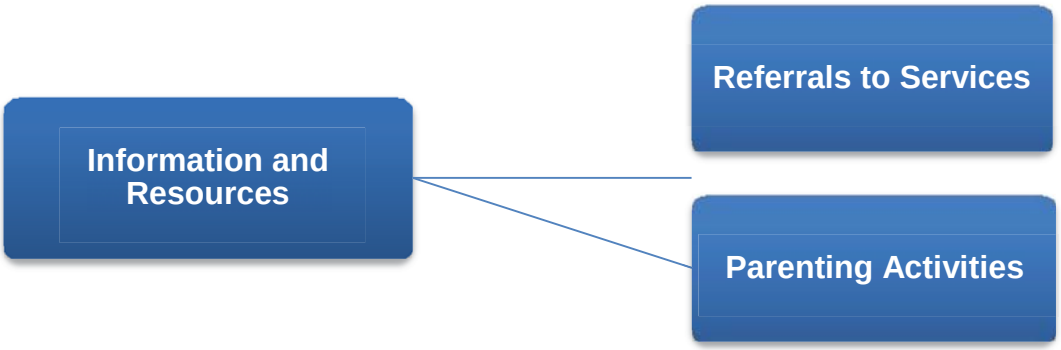
All Arizona's families with young children can benefit from information about child development, increased support in developing parenting skills, and access to resources. Data collected by First Things First (FTF) in statewide and regional needs and assets reports and through the findings from the 2012 Family and Community Survey show that when survey respondents were asked at what age an infant or young child begins to sense and react to their surroundings, less than half of Arizona families (47%) acknowledged that babies sense and react to their surroundings in the first month of life and, over half (53%) still believe that children do not take in and react to their environment until two months of age or later. However, promisingly, 80 percent of Arizona families acknowledge that they can significantly impact a child's brain development at or before birth.

Arizona's young children are more likely than their national peers to be born into challenging situations such as poverty and being raised by single parents, teenage parents or grandparents. They also are less likely to receive the supports that can help mitigate the effects of poverty on their overall well-being (Building Bright Futures, 2015). The intent of a Family Resource Center is to increase families' access to concrete supports and services in times of need; improve knowledge of parenting and child development; foster parental resilience; successfully connect families to supports in the community; and promote social and emotional competence in children. Working with families who have a wide spectrum of needs, from those in crisis to those who are thriving, avoids the stigma associated with traditional social services systems (Warren-Adamson, 2006).

Family Resource Centers are a promising approach for addressing issues such as: family stability, family isolation, family health, child abuse and neglect, substance abuse, family violence, and educational outcomes and work toward creating environments that help increase protective factors, such as developing community connections, improving access to resources, reducing social isolation, improving parenting skills, and stabilizing families (The California Family Resource Center Learning Circle, 2000). Knowledge of positive parenting practices and child development including "accurate information about raising young children and appropriate expectations for their behavior" has been cited by the Doris Duke Strengthening Families Initiative as one of five key protective factors that improve child outcomes and reduce the incidence of child abuse and neglect (Center for the Study of Social Policy, 2008). The strengths- based approach is essential to Family Resource Centers, which builds on families' potential and abilities to thrive while simultaneously developing their skills and capacity to access and utilize resources on their own. Family Resource Centers also bring together services and activities that provide information and education for families to promote positive changes in behavior and strengthen families. This increases the capacity of families to be strong, healthy and involved members of dynamic communities. Services are designed with the flexibility to respond to the wide spectrum of needs of the community and reach diverse families, while working collaboratively with key community partners to convene resources and activities into an integrated service delivery system that is accessible and responsive.

Core Components of the Family Resource Centers Strategy

Family Resource Centers serve as safe, accessible community hubs and provide flexible, family-focused, and culturally responsive information, resources, and services covering a wide range of topics. Staff are available to help families access resources and services at the Family Resource Center and in the local community, as well as offer referrals to programs and services designed to meet their diverse needs.



FAMILY-CENTERED PRACTICE

Families play a critical role in their children's healthy development, learning and future success in school. Parenting Education services are grounded in approaches that highlight the importance of building relationships with families to support family well-being; nurture strong relationships between families and their children; and provide opportunities for ongoing learning and development for all family members. The Principles of Family Support Practice, the Protective Factors Framework and the Two-Generational Approach are the foundations of quality family support programs and promote positive and enduring change for children and families.

Principles of Family Support Practice

Family Support America developed the Guidelines for Family Support Practice. The Principles, developed from these guidelines, are used as a resource for practitioners to create a shared definition of elements required in quality practice in the field of family support.

- Staff enhance families' capacity to support the growth and development of all family members – adults, youth and children.
- Practitioners work with families to mobilize formal and informal resources to support family development.
- Programs affirm and strengthen families' cultural, racial, and linguistic identities and enhance their ability to function in a multicultural society.
- Programs advocate with families for services and systems that are fair, responsive, and accountable to the families served.
- Staff and families work together in relationships based on equality and respect.
- Programs are flexible and continually responsive to emerging family and community issues.
- Families are resources to their own members, to other families, to programs, and to communities.
- Programs are embedded in their communities and contribute to the community-building process.
- Principles of family support are modeled in all program activities, including planning, governance and administration.

Protective Factors Framework

The Center for the Study of Social Policy developed Strengthening Families: A Protective Factors Framework™ to define and promote quality practice for families. The research-based, evidence-informed Protective Factors are characteristics that have been shown to make positive outcomes more likely for young children and their families, and to reduce the likelihood of child abuse and neglect.

- **Parental Resilience**. Families who are resilient are more likely to achieve healthy, favorable outcomes.
- **Social Connections**. Families' constructive and supportive relationships with family members, friends, neighbors, co-workers, community members and service providers are valuable resources who provide emotional, informational, instrumental and spiritual support.
- **Concrete Supports**. Concrete support in times of need helps to ensure families receive the basic necessities everyone deserves in order to grow.
- **Knowledge of Parenting and Child Development**. Knowledge of parenting strategies and child development helps families understand what to expect and how to provide what children need during each developmental phase.
- **Social and Emotional Competence of Children**. Research shows a strong link between young children's social-emotional competence and their cognitive development, language skills, mental health and school success.

Two-Generational Approach

Two-generation approaches provide opportunities for and meet the needs of children and their parents and caregivers together. They build education, economic assets, social capital, and health and wellbeing to create a legacy of economic security that passes from one generation to the next.

Early Language and Literacy

Language and literacy development in early childhood provides the foundation for future literacy success, supports a child's ability to become a successful independent reader, and provides a foundation for later academic success (Lonigan, Scatschneider, Westberg, with the National Early Literacy Panel, 2008). Children develop important language skills from birth—and early language abilities are directly related to later reading abilities. The key to literacy is a progression of skills that begins with the ability to understand spoken words and decode written words, and culminates in the deep understanding of text and written communication. Reading development involves a range of complex language foundations including awareness of speech sounds, spelling patterns, word meaning, grammar, and patterns of word formation, all of which provide a necessary platform for reading fluency and comprehension (2014 Read On Arizona—A Continuum of Effective Literacy Practices). With only 41% of third graders in Arizona passing the AzMERIT English Language Arts assessment in the 2015/2016 school year, focused efforts to support early literacy and language development are necessary. First Things First (FTF), in partnership with the Arizona Department of Education and Read On Arizona, share a common vision of improving early literacy and language experiences and opportunities for Arizona's young children. The Arizona State Literacy Plan outlines the developmental trajectory of language and literacy development and the necessary conditions for learning and instruction.

Family Resource Centers support and promote meaningful literacy experiences and opportunities across settings and environments so that any parent, caregiver, or family member has the necessary information on how to support their children's early language and literacy development. The *Early Literacy Guide for Families* includes messaging around the importance of language development and reading routines. The *Building Blocks to Becoming a Reader* highlights key literacy development milestones from birth to third grade and what adults can do with children to support language and literacy skills. Strategy specific standards related to early literacy and language have been included and are required with the implementation of this strategy.

Coordination and Collaboration

Arizona's early childhood development and health system works to promote and establish a seamless, coordinated and comprehensive array of services that can meet the multiple and changing needs of young children and families. Organizations and individuals must work together to establish such a coordinated service network and requires state and regional coordination of both public and private human resources, services, and funding. Agencies that work together and achieve high level coordination and collaboration are often easier for families to access and the services provided are more responsive to the needs of the families. Coordination efforts may also result in increased capacity to deliver services because of the work that organizations do to identify and address gaps in the service delivery continuum. Therefore, by supporting a variety of coordination efforts, a high quality, interconnected, and comprehensive early childhood service delivery system that is timely, culturally responsive, family driven, community based, and directed toward enhancing children's overall development can be achieved.

Service Coordination is the process of multiple organizations working across traditional organizational boundaries to access needed resources and to achieve a common goal. At the heart of coordination is the relationship between organizations. (Bolland & Wilson, 1994; Mulford, Rogers, & Whetten, 1982) These relationships often take time to develop and occur along a continuum from networking to collaboration. Key to effective service coordination is the effective engagement of the partners responsible for the provision of services available to families. When partners are engaged and committed to working together it brings about change to build and strengthen capacity, maximize resources and promote systemic policies that support the shared vision for a coordinated, responsive and effective early childhood system.

Networking	Cooperation	Coordination	Collaboration

Lower Intensity → Higher Intensity

Networking: Includes the exchange of information for mutual benefit and includes activities that result in bringing individuals or organizations together for relationship building and information sharing. Networking results in increased understanding of the current system of services. There is no effort directed at changing the existing system.

Cooperation: Information is exchanged, leading to altering activities and sharing resources for mutual benefit to achieve a common purpose. Relationships are characterized by short-term, informal relationships that exist without a clearly defined mission, structure, or planning effort. Cooperative partners share information only about the subject at hand. Each organization retains authority and keeps resources separate.

Coordination: Coordination involves exchanging information and altering program activities for mutual benefit to achieve a common purpose. There is increased organizational commitment, and this level requires more organizational involvement and a higher level of trust than networking. Coordination involves some planning and division of roles and opens communication channels between organizations. Authority rests with individual organizations, however, risk increases. Resources are made available to participants and rewards are shared.

Collaboration: Collaboration includes exchanging information, as well as altering activities, sharing resources, and enhancing each other's capacity for mutual benefit to achieve a common goal. These relationships are more durable and pervasive. At the collaboration level, participating organizations share risks, responsibilities and rewards. It requires a substantial time commitment, sharing of resources and turf, and a high level of trust. Collaboratives can take significant time and a strong commitment by participants along with resources. Collaboration is a process that leads to reaching goals that cannot be achieved by one single agent and includes jointly developing and agreeing on a set of common goals and directions; sharing responsibility for obtaining those goals; pooling or jointly securing resources; working together to achieve the goals using the expertise and resources of each collaborator; and sharing the risk, the results and the rewards.

Strategy specific standards related to coordination and collaboration have been included and are required with the implementation of this strategy.

II. STRATEGY IMPLEMENTATION STANDARDS

1. Site Standards

a. Family Resource Centers must be:
   i. Accessible to the target population;
   ii. Visible from the street or have clear street signage to welcome families into the space; and
   iii. Accessible via walking, public transportation, or driving with adequate parking space for families and community partners.

b. Family Resource Centers must provide services year-round (at least 48 weeks per year) and during times that are convenient for families. If the Family Resource Center is not able to be open year-round, services are offered through partnerships with other organization(s) that offer a temporary or shared location where staff are accessible to families in need of support (i.e. recreation center, church, library, health clinic, etc.). Family Resource Centers operate at least 40 hours per week, one evening per week and one weekend day per month. Minimally, at least one location (optimally all locations) must adhere to these standards.

c. At each location, employ at least two staff for a total of 80 hours per week to provide services and support to the Family Resource Center. At least two staff are scheduled together on-site during peak hours of operation. Staff may or may not be funded by First Things First.

d. Staff are available to greet families in a friendly manner and are readily available to provide information, direct families to and answer questions about resources, and provide referrals to services according to the identified needs of families.

e. Maintain a current event calendar that lists the activities located at or sponsored by the Family Resource Center.

f. Offer structured opportunities for families to give feedback on a regular basis about services provided. Examples of methods to collect feedback include satisfaction surveys, a suggestion box, focus groups, and parent advisory committees.
   i. Feedback forms are readily available and visible to families visiting the Family Resource Center and allow families to indicate and prioritize information and activities that are important to them.
   ii. Feedback is reviewed by staff and decisions are made regarding program implementation based on the feedback.

g. On-Site Child Care: Child care is not required to be offered at Family Resource Centers, however best practice is to provide on-site child care for all adult-only activities offered or hosted at Family Resource Centers to remove barriers for families' participation. A link to the Requirements for On-Site Child Care can be found in the References and Resources section of this document.

i. For activities involving both adults and children, on-site child care is required for children who are not participating in the adult/child activity. Child care does not have to cover the full number and age ranges of children in attendance. For example, due to staff capacity, there may only be a certain number of slots available, or child care may only be for infants or older children.

2. **Outreach and Recruitment:** Conduct outreach and recruitment activities aligned to the targeted geographic areas and target populations as specified in the contract Scope of Work.
   a. Develop a written plan to recruit families into the program which includes:
      i. Specific recruitment activities, frequency and dosage;
      ii. Approaches to outreach that demonstrate the ability to successfully identify, outreach, and collaborate with other providers, community agencies and organizations that are currently serving and/or have access to the target population to identify and connect with families who are potentially in need of the service (for example; local businesses, grocery stores, laundromats, Women, Infants, and Children [WIC] clinics, local hospitals, health departments, food pantries, etc.);
      iii. Strategies to target families with young children who may not already be connected to the early childhood or K-12 system. Family Resource Centers co- located in schools and/or faith-based institutions must extend outreach and recruitment activities to families who are not affiliated with their current student body and/or congregation; and
      iv. Development of materials and activities to engage community partners and leverage outreach opportunities that are reflective of and responsive to the target population (e.g. posters, flyers, brochures, postcards, program newsletters, community events, speaking opportunities, promotional items, digital content such as websites, social media, applications, and text messages, etc.).
   b. All activities conducted off-site by Family Resource Center staff must include the purpose of recruiting and directing families to the Family Resource Center location(s) and encourage access to additional services and ongoing support.
   c. Keep a record of recruitment/engagement strategies and referral sources into the program (e.g., staffed event, word of mouth, community partner, medical care provider, government office, etc.).
   d. Regularly review the success of the recruitment activities and adjust the plan as needed.

3. **Early Language and Literacy**
   a. Family Resource Centers promote early literacy by providing resources and engaging in discussion of appropriate methods and practices on early literacy with parents/caregivers of young children informally and in structured settings.
   b. Establish a family-friendly literacy space that includes wide selection of age-appropriate books about people of varying races, ages, and abilities; places, animals, familiar objects

and familiar routines; and, a mix of fiction and non-fiction. See the References and Resources section of this document for information on appropriate books.

i. Books contain pictures and stories reflective of the local community and the families that typically visit the Family Resource Center(s).
ii. Books address issues that families experience (e.g. when a child gets sick, when a loved one or pet dies, etc.).
iii. The area is welcoming and has comfortable seating for both young children and adults to encourage interaction.
iv. There is a process to rotate the books on a regular basis to allow access to a variety of books and remove and replace damaged books.

c. Have the following print materials available to families visiting Family Resource Centers:
   i. Lists of local library locations and calendars of library events (story times, etc.).
   ii. The Building Blocks to Becoming a Reader developed by Read On Arizona to increase awareness of early language and literacy development.
d. Have a written plan for how early literacy is incorporated into program implementation in a way that will enable families to support their child's development of listening, speaking, reading and writing skills.
e. At least twice per year, offer parenting activities that cover the Early Language and Literacy Core Topic area including information on the Building Blocks (See Table 1).

4. **Core Topic Areas**: All Family Resource Centers **must** provide Information and Resources, Referrals to Services, and Parenting Activities addressing the Core Topic Areas of Parenting, Family Stability, Child Development and Early Learning, Health and Safety, Early Language and Literacy, and Specific Populations. Examples of information under each of the Core Topic Areas are provided in Table 1.

Table 1. CORE TOPIC AREAS		
PARENTING		
Positive Parenting Practices	Adult/Child Communication	Parent/Child Interaction
Developmental Stages and Behavior	Routines	Nurturing Caregiving
Discipline versus Punishment	Infant/Baby Care	Potty Training
	Challenging Behavior	Community Resources
FAMILY STABILITY		
Basic Needs	Community Resources and Referrals	Trauma
Adult Mental Health	Maternal/Paternal Depression	Grief and Loss
Support Networks	Food Security	Poverty
Women, Infants, and Children	Adverse Childhood Experiences (ACEs)	Community Resources (e.g. utility assistance, TANF, etc.)
CHILD DEVELOPMENT AND EARLY LEARNING		
Social/Emotional Development	Developmental Screening	Developmental Milestones and Red Flags
Physical Development	Early Intervention Services	Family, Friend, and Neighbor Child Care
Motor Development	Quality Child Care/Quality First	Community Resources (e.g. AZ FIND)
Cognitive Development	School Readiness/Kindergarten Readiness	
Choosing Childcare or Preschool	Language Development	
HEALTH AND SAFETY		

Oral Health Hygiene Hearing Screening Vision Screening Nutrition Prenatal Care Well-Child Visits Child Mental Health	Behavioral Health Services Breastfeeding Physical Activity Car Seat Safety Health Insurance Enrollment Medical/Dental homes Immunizations	Safe Home Environments Water Safety Shaken Baby Syndrome Safe Sleep Injury Prevention Choking Hazards Community Resources (e.g. car seats, pool safety, etc.)
EARLY LANGUAGE AND LITERACY		
Screen Time Language Development Language and Literacy Milestones Pre-literacy skills Reading Routines	Reading Behaviors Book Handling Talking/Singing/Storytelling/Playing Vocabulary	Community Resources (e.g. libraries, Read On Arizona, etc.)
SPECIFIC POPULATIONS		
Teen Parents Grandparents Raising Grandkids Mothers Fathers	Kinship Care Providers Foster Care Providers Military Families Divorce	Children with Incarcerated Parents LGBTQ Families Community Resources

5. **Community Information and Resources:** Family Resource Centers provide families with access to information and offer a library of print and digital resources and information covering all Core Topic Areas.
   a. Maintain a library of printed information and resource materials that families can access. Printed materials must address the Core Topic Areas (Table 1).
   b. Information must be displayed and visible upon entering the Family Resource Center for families to browse and collect based on their needs and interests.
   c. Have a computer with internet access available to families. Computer use may be facilitated by Family Resource Center staff.
   d. Maintain a digital library of information from reliable and trusted sources. An electronic or digital library is a collection of electronic information that can include text, visual material, audio material, and/or video material which is stored as electronic media formats (e.g. web links, articles, interactive worksheets/templates, PDFs, recorded webinars, community events calendars, etc.).
   e. When a resource item is provided to families, instructions and guidance on how the item supports early childhood health and development and ways to continue use at home must be provided.
   f. Resources and information must be accurate and regularly updated to ensure information is current.
   g. Basic Needs Assistance: Families are provided with connections to goods and concrete household items to meet their basic living needs. FRCs may distribute the needed items on-site or provide referrals to nearby locations. Examples include food, clothing, diapers, personal care items and furniture.
   h. Families are provided written contact information on how to contact the Family Resource Center.
   i. Print materials must be written at no higher than a 5th grade reading level.

j. Permission for the use of copyright materials must be documented and cited.
k. All activities must adhere to the FTF Communications guidelines including branding protocols which can be found in the First Things First Communications Toolkit.

6. **Referrals to Services:** Family Resource Centers must provide Community Referral Services in response to families' individual and unique needs.
   a. Complete an intake form to collect demographic information.
   b. Maintain a process that captures a record of all referrals to services made on behalf of families. The record of referrals to services includes (at minimum) the:
      i. Name of the organization or agency;
      ii. Type of service provided by the agency or organization;
      iii. Date the referral was made;
      iv. Name and contact information for the family member receiving the referral; and
      v. Result of the follow up on all referrals given to families.
   c. Within 30 days of referring a family to a service, make attempts (no more than three) to contact the family to follow up on the status of the referral. Follow up on referrals can be by phone/text, email, Survey Monkey, mail survey, in person, etc., or through additional questions incorporated into general satisfaction surveys.
   d. Document all contact efforts and record the outcome of the referral as reported by the family (e.g., service received, service not received or available, service is still pending).

Definitions

Information includes general print, web-based, and/or multimedia information supplied about an early childhood development, health, or family support topic and can take the form of brochures, flyers, resources lists, newsletters, and videos. Information is universally provided and many families may gather information just by entering Family Resource Centers and may not necessarily be provided to families based on an identified need.

Resources include items and materials that are distributed to families. For example books may be distributed to families to promote early literacy; children's toothbrushes to promote oral health; magnets with mealtime tips; and household safety items such as outlet covers or cabinet locks. Resources are universally available to families accessing Family Resource Centers and may not necessarily be provided to families based on an identified need.

Referral to Services is the process of providing direct assistance to families with the intent of linking families to services based on an identified need and follow up to determine if needs were met. Referrals include services and supports offered by both internal and partner staff at Family Resource Centers and/or to other organizations outside the FRC. A referral to a service involves a meaningful conversation with a family to discuss their concerns or needs. This may involve using guidance prompts such as a list of informing questions to uncover needs or a formal assessment. The result is providing them with the help they need to access a service based on the family's capacity to navigate the system. Some families may need more help than others, such as in filling out forms, reviewing supporting documents, or making a phone call on behalf of or with a family member. Other families may only need the application itself, a list of supporting documents needed for the service, or the telephone number to call.

7. **Parenting Activities:** Parenting Activities are group-based opportunities for families that are designed to increase awareness about the core areas of family support and provide information on the healthy physical, social/emotional, cognitive, and early literacy development of young children. Parenting Activities may be offered by Family Resource Center staff or by inviting other community partners to facilitate Parenting Activities at the Family Resource Center. Parenting Activities must cover one or more of the Core Topic Areas (Table 1), the Protective Factors and Family Support Principles[1].
    a. **Workshops** are structured, interactive activities designed to inform families who are parenting young children on a parenting topic. The workshop content is selected from the six Core Topic Areas for the purpose of increasing parental knowledge and competencies. Workshops may be offered as a single session or as a series of sessions that are connected. Workshops must be at least one hour in length and have no more than 20 participants.
    b. **Adult/Child Interactions** are opportunities for parents, caregivers and children to engage together in developmentally appropriate play and interactions that are designed to support parents and caregivers in learning about their child's age and stage of development. Adult/child interactions promote children's healthy social and emotional development and allow families at the same life stage to interact, socialize, and share experiences with each other. The interactions are facilitated by staff who guide and model positive techniques for parents/caregivers to practice with their children.
    c. **Community Support Groups** are time-limited, topical groups (purpose-oriented groups with an end date) or ongoing, regular groups (standing meetings, for example every Tuesday from 10-11am). Groups are facilitated by staff for families for the purpose of building a network of community supports and increasing social connections. Families and staff come together to share information, advice, problem-solving strategies relating to parenting, and to encourage families to be advocates for their children. In order to facilitate positive discussion and connections between participants, there must be no more than 12 adults per group.
    d. **Parenting Events** are site-based or site-hosted informational, resource-sharing, recreational and/or social events designed to raise families' awareness about a parenting topic or community resource (e.g. general information fair, open house or site tour, water safety event, oral health event, etc.). Events also may provide opportunities for family members to spend time together during holidays, cultural celebrations, etc. to build community connections and support systems.
    e. At each Parenting Activity, new families fill out an intake form to collect demographic information (at minimum their name, address and/or zip code, and the number and ages of children).
    f. Utilize a sign in sheet to capture all families in attendance.
    g. Activities must have at least three (3) participants.

[1] Types, topics and number of Parenting Activities offered are included and established in the First Things First contract. The number of Parenting Activities offered is a Target Service Unit for the Family Resource Centers Strategy.

h. Staff encourage participants to share information and resources and interact with each other to build positive relationships and community support systems.
i. Families are provided with guidance on how the information can be used at home which includes activities and their purpose. Returning families are asked to reflect on their experiences.
j. Community resources are shared with families at each Parenting Activity offered.

8. **Coordination and Collaboration:** Grant partners are to effectively interface, at minimum, with the following entities and/or systems to support coordination and collaboration and reduce duplication of services:
   a. Cooperation with community service providers: Family Resource Centers coordinate with other organizations supporting families in the community for families to easily access services based on their needs. Staff communicate at least quarterly with partners to build and maintain relationships, exchange information, and discuss referral processes.
   b. Coordination with the Arizona Early Intervention Program (AzEIP): Part C of the Individuals with Disabilities Education Act (IDEA) provides eligible children and their families' access to services to enhance the capacity of families and caregivers to support their child's development. In Arizona, AzEIP is the statewide system of services and supports for families of infants and toddlers, birth to three years of age, with disabilities or delays. The purpose of early intervention is to help families help their children develop to their full potential. Grant partners must coordinate with AzEIP by using AzEIP's referral processes and forms when there is an identified need for a referral. When a referral is necessary, and with families' permission, grant partners communicate with AzEIP providers on behalf of families and coordinate AzEIP services as appropriate. Communicate with AzEIP supervisory staff at least quarterly to exchange information and discuss referrals, roles and resources.
   c. Coordination with child welfare: The child welfare system is a group of services designed to promote the well-being of children by ensuring safety, achieving permanency and stability, and strengthening families to care for their children. An effective relationship with the child welfare entity is important to avoid the duplication of services while ensuring families' needs are met. Grant partners must communicate with child welfare case managers and supervisors at least quarterly to build and maintain relationships, exchange information, and discuss referrals, roles and resources. Communication can include a training, email or phone contact. More details can be found in the Child Welfare Policy located in the References and Resources section.
   d. Coordination with Regional Child Abuse Prevention (CAP) Councils: The purpose of the CAP Council is to increase public awareness, educate communities and provide information about the prevention of child abuse and neglect through educational campaigns and events. Grant partners must coordinate with the Regional CAP Council when present in the region. Grant partners must support local educational campaigns and events which includes the sharing and dispersing of messaging, information, and materials created by the CAP Council; participating in CAP events; and may include

becoming a member of the CAP Council. This includes participating in CAP events, and may include becoming a member of the CAP Council. More information can be found in the References and Resources section of this document.

e. Coordination with tribal authority and/or tribal programs: A tribal authority may include a court, council, police department, and or child welfare/social service. Grant partners providing services on tribal lands must coordinate with a local tribal authority and/or program to build and strengthen relationships with the community and to increase knowledge and awareness of services provided to families. Grant partners must communicate regularly to engage with local tribal authorities and/or programs to discuss the work being done with families served on tribal lands as appropriate and with support from the FTF Regional Director.

f. Coordination with Parenting Education (PE)/Home Visitation (HV)/Family Support Children with Special Needs(FSCSN)/Parenting Outreach and Awareness (POA), Oral Health (OH), Developmental and Sensory Screening (DSS), Quality First (QF) providers (FTF and non-FTF funded): If there are other services offered in the region and available to families, create a plan and processes for how programs will work together to ensure there is communication and knowledge of services offered throughout the region. Develop and maintain a shared contact list of programs and referral contacts. Convene, at minimum, on a quarterly basis to share program information, referral processes, barriers to accessing services, and other resources and community events.

9. **Child Welfare Policy:** Grant partners implementing the Family Resource Centers strategy must adhere to the FTF Child Welfare Policy. A link to the policy can be found in the References and Resources section.

10. **Family Resource Center Staff Standards**

a. Staff reflect the cultural and ethnic experiences and languages of the targeted population with whom they work with and integrate their expertise into the entire program.

b. Efforts are made to hire staff from the community and staff have extensive knowledge of community resources.

c. Staff receive initial orientation and training prior to serving families. At minimum, orientation must include introduction to the:

- Program policies and procedures; and
- FTF Family Resource Centers Standards of Practice.

d. Staff receives at least twelve hours annually of professional development relevant to the strategy implementation. Training may be provided through formal training or informally within the organization.

i. Within six months of hire, staff receive professional development on the Principles of Family Support, the Protective Factors Framework, and the Two-Generational Approach.

ii. Within six months of hire and every two years thereafter, staff receive training on mandated reporting.

iii. Two of the twelve hours must cover culturally responsive service delivery (i.e. race, ethnicity, class, gender, local community, religion, and family structures, as well as support to understand and reflect on staff's own culture and potential bias).

e. Staff receive professional development on how to implement literacy-related program activities and how they can promote early literacy in their role with families.
   i. Staff view the Read On Arizona "How to use the Continuum" webinar. Track and document completion for all staff. The webinar is located here: http://readonarizona.org/resources/continuum/

f. Staff are provided annual professional development on the FTF Family Resource Centers Standards of Practice and other applicable Standards of Practice as appropriate.

g. Staff are knowledgeable about other FTF-supported programs in the region(s) such as Home Visitation, Parenting Education and Quality First.

h. Staff and supervisors (including direct service staff, volunteers and sub-Grant Partner or partner personnel implementing the strategy) must receive one-time professional development through the Arizona Department of Education on the:
   i. Introduction to the Arizona Infant and Toddler Developmental Guidelines; and
   ii. Introduction to the Arizona Early Learning Standards

i. The Arizona Early Childhood Workforce Registry (Registry): The Registry is a component of the newly developed Arizona Early Childhood Career and Professional Network. The Network is a comprehensive system designed to meet the professional development needs of Arizona's early childhood professionals working with or on behalf of children birth-8 years of age. A link to the Registry can be found in References and Resources.
   i. Staff employed at the grant partner/administrative home and any sub-Grant Partner who are working directly with or on behalf of young children as a part of the implementation of this strategy must create an account in the Registry and submit transcripts, complete the employment history, and have a complete personal profile. As new employees are hired, lead grant partners must verify completed profiles with 6 months of hire date.

j. To assist in the protection of the target population being served, the grant partner must ensure that employees, contractors and volunteers have a valid fingerprint clearance card, if required by law, issued pursuant to A.R.S. Title 41, Chapter 12, Article 3.1. Grant partners working on tribal lands must also obtain additional clearance if required by tribal law. If not required to have a fingerprint clearance card, the grant partner must ensure staff and supervisors (including direct service staff, volunteers and sub-grantee or partner personnel implementing the strategy) pass a Federal (FBI) Criminal History Background Check that includes fingerprinting.

k. All staff must meet the qualifications for their position. For staff hired after July 1, 2018, a hiring exemption must be submitted to First Things First if programs are unable to hire staff that meet the qualifications. Staff implementing the strategy who have been hired prior to July 1 2018 do not need to submit hiring exemptions to FTF.

11. **Information, Resource and Referral Staff Standards**
    a. Staff must meet standards 10a-10k.
    b. Staff are required to have a minimum of a high school diploma (associates degree preferred) **and** at least two (2) years' experience in related work with families.
    c. Staff must have knowledge of the surrounding community and the available resources families need to support children's health and development (all domains of child development; health services; food/clothing or supplies; developmental screening and referrals; early literacy; early intervention; quality child care; respite and crisis care; transportation; housing; child protection; and adult education).

12. **Standards for Staff Delivering Workshops** (does not include staff facilitating adult/child interactions, community support groups, or parenting events).
    a. Staff must meet standards 10a-10k.
    b. At least one staff facilitating a workshop has a minimum of a bachelor's degree in social work, child development, family studies, or a related field **and** at least two years' experience working with children and families

       OR

       Must be trained on the workshop topic **and** has at least one year of experience delivering information on the topic to the target audience. External partners delivering workshops are not required to adhere to standards 10a-10h.
    c. At least one Family Resource Center staff must be on-site during all activities offered at the Family Resource Center to assist and support the facilitation of the activity and build relationships and rapport with families in attendance.

13. **Supervisory Staff Standards**
    a. Supervisory staff must meet standards 10a-10k.
    b. Supervisory staff have a minimum of a bachelor's degree in early childhood development, education, family studies, social work, nursing or a closely related field **and** have at least two years of program management experience overseeing programs serving families with young children.
    c. Assess and document Family Resource Center staff's skills, knowledge, and abilities prior to independent work with families.
    d. Supervisory staff must observe staff delivering services at least annually to help identify coaching and mentoring opportunities.
    e. **Reflective supervision** is "the process of examining, with someone else, the thoughts, feelings, actions, and reactions evoked in the course of working closely with young children and their families." Eggbeer, L. et al (2008). Although formal training is not required, First Things First grant partners shall implement the principles of reflective supervision including:
       i. Regularly scheduled, consistent meeting time in a confidential location free of interruptions.
          - Information, Resource and Referral Staff: At minimum, a monthly meeting.
          - Parenting Activities Staff: At minimum, an every-other-week meeting.

- Supervisory Staff: At minimum, an every-other-week meeting.

ii. Supervisors work with staff to prepare and implement written individual professional development plans. They are a critical component of reflective supervision that includes identified areas for growth and opportunities for professional development. Plans are updated at least annually.

III. OPERATIONAL STANDARDS

1. **Mandated Reporting**
   a. Arizona law (ARS §13-3620.A) requires early childhood program staff who suspect that a child has received non-accidental injury or has been neglected, to report their concerns to the Arizona Department of Child Safety or local law enforcement. All staff, grant partners, consultants and participants of this strategy must receive training and adhere to these requirements. The FTF Suspected Child Maltreatment Mandated Reporting Policy can be found in the list of References and Resources.

2. **Policy and Procedure Manual:** The process of developing written guidelines is the strategic link between the FTF Standards of Practice and day-to-day operations of the program. A well developed and highly utilized set of policies and procedures builds infrastructure and capacity and supports continuous quality improvements of programs and services for children and families. FTF requires Grant Partners to have a written document that is accessible to all employees and contract staff members that provides staff with direction, consistency and set expectations for service delivery (e.g., Standard Operating Procedures, Implementation Guide, Policies and Procedures Manual) including the following:
   a. The written document must be updated annually and be read and reviewed by all employees and contract staff members.
   b. The document must contain policies that align with the FTF Standards of Practice and provide a framework for overall program implementation.
   c. The policies must have procedures that describe how program implementation aligns to the Standards of Practice, including staff specific roles, responsibilities and timelines.

3. **Cultural Responsiveness:** First Things First embraces cultural responsiveness as an intentional life long journey that holistically explores, honors, and values the diversity of the human experience. Grant partners implementing this strategy are required to have a written policy and procedures for the organization and/or program that describes how culturally responsive practices are infused into service delivery. The written policy must describe how:
   a. Programs and services are congruent with the needs of diverse children and families.
   b. Programs and services are responsive to the impact of regional and cultural factors such as histories, traditions, values, family systems and structures, social class, and religious and spiritual beliefs.
   c. The environment is conducive to and inclusive of all children and families and respects families' composition, gender, racial, ethnic, cultural, and linguistic backgrounds.

d. Cultural knowledge and prior experiences are used to ensure services are responsive and adaptive.

4. **Inclusive Services:** First Things First fosters the vision that children and adults of all abilities have access to all programs and services. Inclusion in early childhood programs can lead to a lifetime of inclusion for a child. Grant partners implementing this strategy must have a written policy and procedures for the organization and/or program that addresses the following:
   a. Programs must create an environment conducive to and inclusive of the unique needs of all children and adults.
   b. Programs must adjust their services to support meeting the needs of children and adults with all degrees of ability.
   c. Adherence to the federal Americans with Disabilities Act.

5. **Continuous Quality Improvement:**
   a. Adopt a process of continuous self-monitoring, reflection, and quality assurance to improve program practices that are articulated in a written policy that is reviewed and updated regularly. In the written policy, the following should be addressed:
      i. How data is used to assess the progress and outcomes of program implementation; and
      ii. How data collection is used to improve staff performance.
   b. Develop evaluative and monitoring processes that are collaborative, ongoing and that include input from providers, program administrators and staff, families, and community members.

6. **Food Service:** If providing food to program participants, grant partners must adhere to the FTF Food Service Policy. A link to the policy can be found in References and Resources.

IV. REFERENCES AND RESOURCES

1. Americans with Disabilities Act: https://www.ada.gov/
2. Book Resources:
   Infants and toddlers: http://families.naeyc.org/learning-and-development/reading-writing/great-books-read-infants-and-toddlers
   Young readers: http://www.ala.org/alsc/awardsgrants/notalists/ncb
   Social-emotional topics: http://csefel.vanderbilt.edu/documents/booklist.pdf
3. Arizona Early Childhood Career and Professional Development Network Website: http://azearlychildhood.org
4. Arizona Department of Education Trainings: https://ems.azed.gov/Home/Calendar
5. AZ Find: http://www.azed.gov/special-education/az-find/
6. Benedetti, G. (2012). *Innovations in the Field of Child Abuse and Neglect Prevention: A Review of the Literature.* Chicago, IL: Chapin Hall at the University of Chicago

7. Building Bright Futures. 2013. FTF Statewide Needs and Assets Report. Retrieved from: http://www.azftf.gov/publications/Documents/Building%20Bright%20Futures%20-%20Statewide%20Needs%20and%20Assets%20Report%202013.pdf
8. Building Bright Futures. 2015. FTF Statewide Needs and Assets Report. Retrieved from: http://www.firstthingsfirst.org/Publications/FTF_Building_Bright_Futures_2015.pdf
9. The California Family Resource Center Learning Circle (2000). Family Resource Centers: Vehicles for Change. Retrieved from: http://shcowell.org/wp-content/uploads/2015/12/Vehicles-for-Change.pdf
10. Center for the Study of Social Policy. (2013). Strengthening Families: A Protective Factors Framework. http://www.cssp.org/reform/strengthening-families/2013/SF_All-5-Protective-Factors.pdf.
11. Community Alliance for Culturally and Linguistically Appropriate Services Webinars: http://allianceforclas.org/tools-and-resources/webinars/
12. Eggbeer, L., Mann, T., and Seibel, N. (2008). Reflective supervision: Past, present, and future. Zero to Three 28: 5–9.
13. Family Resource Coalition. (1996). *Guidelines for Family Support Practice. (*Chicago, IL).
14. First Things First Food Service Policy: http://www.firstthingsfirst.org/grants/strategy-toolkit
15. First Things First Child Welfare Policy: http://www.firstthingsfirst.org/grants/strategy-toolkit
16. First Things First Mandated Reporting Policy: http://www.firstthingsfirst.org/grants/strategy-toolkit
17. First Things First Requirements for On-Site Child Care: http://www.firstthingsfirst.org/grants/strategy-toolkit
18. Linda Ballasy, Mark Fulop, and Michael Garringer. (2007). Generic Mentoring Program Policy and Procedure Manual CUSTOMIZABLE TEMPLATE VERSION. Retrieved from: http://www.google.com/url?sa=t&rct=j&q=&esrc=s&source=web&cd=1&cad=rja&uact=8&ved=0CB4QFjAA&url=http%3A%2F%2Feducationnorthwest.org%2Fsites%2Fdefault%2Ffiles%2Fpolicy-template.doc&ei=X6FwVf68FJLkoASytoPADw&usg=AFQjCNEU9H9CjdFp0GSiVvpW6nSQQVcJGw
19. Lonigan, C.J., Schatschneider, C., Westberg, L., with the National Early Literacy Panel (2008). Identification of children's skills and abilities linked to later outcomes in reading, writing, and spelling. In Developing Early Literacy: Report of the National Early Literacy Panel (pp. 55-106). Retrieved from https://lincs.ed.gov/publications/pdf/NELPReport09.pdf
20. Pampel, F., Beach-Quick, K., Howey, V., McChesney, B. *Key Components of Family Resource Centers: A Review of the Literature.* Submitted to the Colorado Family Resource Center Association (2013).
21. Professor Michael Griffin. How to Write a Policy Manual. Retrieved from: http://www.templatezone.com/download-free-ebook/office-policy-manual-reference-guide.pdf
22. Read On Arizona. (2014). Building Blocks to Becoming a Reader. http://readonarizona.org/wp-content/themes/read-on/PDF/continuum-bb-chart.pdf

23. Read On Arizona. (2014). Developing a Thriving Reader from the Early Years: A Continuum of Effective Literacy Practices. http://readonarizona.org/wp-content/themes/read- on/PDF/continuum-project-web.pdf
24. Read On Arizona (2014). Early Literacy Guide for Families. http://www.readonarizona.org/wp-content/uploads/2016/06/Read-On-Arizona-Early- Literacy-Guide-06-2016f.pdf
25. Regional Child Abuse Prevention Councils: CAP Councils: https://dcs.az.gov/services/prevention-and-family-support/regional-child-abuse- prevention-councils
26. The Two-Generational Approach: http://ascend.aspeninstitute.org/pages/the-two- generation-approach
27. Warren-Adamson, C. (2006). Research review: Family centres: A review of the literature. Child and Family Social Work, 11, 171-182.

EXHIBIT D
TO
REVOCABLE LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ADELANTE HEALTHCARE, INC.

[Room Use Policy and Procedures]

See following page.

Room Use Policy and Procedures

The following policies and procedures shall be followed when using any of the meeting rooms at the Arizona Complete Health Resource Center.

1. Reach out to the RC Coordinator via email at ResourceCenter@AvondaleAZ.gov to request the use of one of the meeting rooms at least two weeks in advance. Requests should be made as early as possible to ensure availability.

2. Priority will be given to City of Avondale, current partner organizations and organizations serving the needs of the Southwest Valley community.

3. An organization representative must remain in the room with the organization participants at all times.

4. All trash must be disposed of and all furniture and surfaces must be sanitized and wiped down.

5. Prior approval by the Resource Center Coordinator or specialist is required before placing posters, banners or decorations in the room.

6. Upon conclusion of the class, workshop or event, please contact the Resource Center Coordinator.

7. Upon conclusion of the use of the room, agencies must provide usage reports to Resource Center Coordinator to include the following:

   A. Number of adults attended
   B. Number of children ages 0-5 attended
   C. Copies of evaluations (ex. pre/post-test, surveys)

8. Please inform Resource Center Coordinator or specialist as soon as possible if the reserved room is no longer needed.

9. Cooking and food preparation is not allowed in the room. Outside prepared food may be brought into the room for classes, workshops or events.

EXHIBIT E
TO
REVOCABLE LICENSE AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ADELANTE HEALTHCARE, INC.

[Cost Breakdown]

See following page.

Essential Amenities Expenses			
Budget Line Item	**Entailed Services**	**Annual Costs**	**Monthly Costs**
	Janitorial Supplies	$ 600.00	$ 50.00
	Contract Maint. (Bldg/Ground)	$ 500.00	$ 41.67
	Security	$ 45,000.00	$ 3,750.00
	Coffee	~~$ 1,200.00~~	~~$ 100.00~~
Telecommunications	Wi-fi	~~$ 2,400.00~~	~~$ 200.00~~
	Phone service	~~$ 3,000.00~~	~~$ 250.00~~
IT & Shared Equipment	Printing	~~$ 2,800.00~~	~~$ 233.33~~
	Copying	~~$ 2,800.00~~	~~$ 233.33~~
Front Desk	Reception Services	$ 56,651.00	$ 4,720.92
	Total	$ 102,751.00	$ 8,562.58

Operating Expenses			
Budget Line Item	**Entailed Services**	**Annual Costs**	**Monthly Costs**
	Gas for Building	$ 400.00	$ 33.33
	Electricity for Building	$ 38,000.00	$ 3,166.67
	Water for Building	$ 9,737.00	$ 811.42
	Total	$ 48,137.00	$ 4,011.42

Total	$ 150,388.00	$ 12,574.00

Dedicated Space Fee = 8 cubicles

Adelante Sf Costs	Dedicated Sf Space	Annual	Monthly
$6/sf	530	3180	265

Daily Essential Amenities Costs (for 8 cubicles)	$ 15.52
Monthly Essential Amenities Costs (for 8 cubicles)	**$ 2,607.36**
Monthly Service Costs (Including dedicated space fee)	$ 2,872.36
Annual Costs (Including services and space)	$ 34,468.32
Program Partner Discount 50%	**$ 17,234.16**
Total Annual Cost After Discount	**$ 17,234.16**

Dedicated Space:
(1) Baby Weights & Measures (with storage space) = 146 sf
(6) Furnished 6'X8" cubicles = 288 sf
(2) Un-furnished 6'x8' Cubicles (storage space) = 96 sf
Total
= 530 sf

Item Number: 3.i.

CITY COUNCIL REPORT

SUBJECT: Contract for Services, Lease Agreement, and Itemized Budget - Area Agency on Aging Fiscal Year 2021-2022

MEETING DATE: 7/5/2021

TO: Mayor and Council

FROM: Christopher Lopez, Neighborhood and Family Services Director, 623-333-2711

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Areas: Public Health and Safety, Diverse Recreation and Entertainment Opportunities, Connected Community, Community-Oriented Lifelong Learning Opportunities.

The Senior Services Division provides a variety programs and services that address the recreation, entertainment, safety and nutritional needs of senior adults in the community.

PURPOSE:

City Council will consider a request to approve: (a) a contract with Area Agency on Aging (AAA) for fiscal year 2021-2022 in the amount of $383,391; (b) a Vehicle Lease Agreement in the amount of $5; (c) adopt an itemized budget for the Senior Center Program; (d) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (e) authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The City of Avondale has been contracted by Area Agency on Aging (AAA) to provide meals and activities for active adults and disabled individuals for more than thirty (30) years. AAA funding supplements active adult services and programming provided to eligible residents targeted in the Avondale, Goodyear, and Litchfield Park areas. These services include the congregate meals program, home delivered meals program, multipurpose center operations program and transportation program.

DISCUSSION:

AAA has awarded the City of Avondale $383,391 of program funds for FY 2021-2022. This funding is a continuation of the grant which was renewed in FY 2020-2021. This year's awarded funding has increased from the previous year's amount of $346,934. These funds will be used to provide vital meals and services to elderly and disabled participants of the Avondale Community Center without required costs to them.

AAA also provides the City of Avondale with five vehicles for program use: 3 Ford Escapes, 1 Allstar Bus, and 1 Eldorado Bus used in the delivery of meals to homebound clients and in transporting seniors to and from their homes and the Avondale Senior Center, along with programmed activities requiring transportation services. The lease will be effective for one year. The vehicles are leased for a $5 annual fee for the five vehicles.

It is also requested that council approve an itemized budget for Senior Center Program and Operations. Historically the City has demonstrated a strong commitment to the programs through a strong local match. This budget proposes a 40% match through the general fund and in-kind revenues and services rather than the minimally required 10%. The budget itemizes necessary funds for staffing, facility space costs, vehicle costs, food and dining costs, other supply costs, operating services, and vehicle replacement costs. The City of Avondale covers these costs in their portion of the revenue contributions, but they are reflected in the budget to best reflect the costs of the program covered by the City of Avondale.

BUDGET IMPACT:

The City of Avondale will receive funds from AAA in the amount of $383,391 under the provisions of this action. An itemized budget is prepared and attached to include expected revenues and required funds from the City of Avondale to continue the program. The funding provided by AAA will require a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds. The City's local match is included within the approved FY2022 budget.

RECOMMENDATION:

Staff recommends that the City Council approve Contract #2022-07-AVO with AAA for fiscal FY2021-2022 in the amount of $383,391; approve the Vehicle Lease Agreement V2022-05-AVO with AAA in the amount of $5; and adopt the itemized Senior Program budget and authorize the City Manager and City Clerk to execute the necessary documents and authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds.

Fiscal Year 2022
ITEMIZED EXPENSE BUDGET

CONTRACTOR:

	TOTAL ALL EXPENSES	$ 177,557	$ 286,113	$ 114,997	$ 151,153	$ -	$ 729,820
EXPENSES	**Source, Description, Basis**	***SERVICES***					***TOTAL***
		CGM	***HDM***	***MCO***	***TSP***	***Other***	
PERSONNEL	Totals from the Personnel Worksheet	70,687	132,933	79,422	86,223	-	369,265
EMPLOYEE RELATED EXPENSES	Cell Phone Stipend	650	3,250	650	650		5,200
	OASDI	4,200	8,300	4,800	5,400		22,700
	AZ State Retirement	8,500	10,700	9,700	5,000		33,900
	Health Insurance	8,100	11,500	4,200	2,900		26,700
	Life Insurance	100	300	100	100		600
	Dental Insurance	900	800	600	800		3,100
	Worker's Comp	100	800	100	600		1,600
	Medicare	800	1,700	1,100	1,700		5,300
							-
	SUBTOTAL	23,350	37,350	21,250	17,150	-	99,100
PROFESSIONAL & OUTSIDE	Other Professional Services (Activity/Entertainment)			1,500			1,500
							-
							-
	SUBTOTAL	-	-	1,500	-	-	1,500
TRAVEL	Equipment Management (Fuel)		14,400		29,100		43,500
	Operating Lease				5		5
							-
	SUBTOTAL	-	14,400	-	29,105	-	43,505
SPACE	Electricity	10,000	5,000	5,000			20,000
	Gas/Water	800	1,200				2,000
							-
							-
	SUBTOTAL	10,800	6,200	5,000	-	-	22,000

EXPENSES	Source, Description, Basis	SERVICES					TOTAL
		CGM	HDM	MCO	TSP	Other	
EQUIPMENT							-
							-
	SUBTOTAL	-	-	-	-	-	-
MATERIALS & SUPPLIES	Food Supplies	52,875	64,625	600			118,100
	Dining Supplies	9,270	11,330				20,600
	Office Supplies		400				400
	Recreation Supplies			1,500			1,500
	Uniforms		500				500
	Other Rents (Mops, Rags Rentals)	1,100	1,100				2,200
							-
		63,245	77,955	2,100	-	-	143,300
OPERATING SERVICES	Risk Management	3,200	4,100	3,100	2,600		13,000
	Repair & Maintenance (Machinery & Equipment)	2,000	2,300				4,300
	Telephone	850	850	250			1,950
	License and Fees	300	400				700
	Marketing			500			500
	Printing		1,500	200			1,700
	Training			1,300	700		2,000
	Equipment Transfers-Computers	2,750	2,750				5,500
	Vehicle Replacement-Transfers		5,000		15,000		20,000
	Internal Copies	375	375	375	375		1,500
	SUBTOTAL	9,475	17,275	5,725	18,675	-	51,150
INDIRECT							-
							-
							-
							-
	SUBTOTAL	-	-	-	-	-	-

VEHICLE LEASE AGREEMENT BETWEEN

V2022-05-AV0

Area Agency on Aging, Region One, Incorporated *AND* **City of Avondale**

1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-1000 fax:623-333-0100
EIN #866000233

DURATION OF THE AGREEMENT, FY 2022: Effective July 1, 2021 and shall end June 30, 2022

CONTACT INFORMATION FOR NOTICES

Area Agency and Contractor shall address all notices relative to this Agreement to the addresses as identified above and persons as follows:

Jaycene Cassata, Finance Dept. Erin Lutz, Senior Center Coordinator

RECOGNITION OF AND REFERENCE TO SERVICE CONTRACT 2021-09-AVO

The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor. This lease of vehicle(s) action is intended solely for the purpose of providing services as specified in the contract number identified above between the Area Agency and Contractor. All terms, effective dates, and actions pertaining to the Service Contract shall be binding to this Vehicle Lease Agreement.

This Contract is entered into by and between City of Avondale, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, any additional, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document and shall include any subcontracts.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING, REGION ONE, INCORPORATED

Signature and Date

Mary Lynn Kasunic, President & CEO
Area Agency on Aging Director

CITY OF AVONDALE

Signature and Date

Charles Montoya, City Manager

City of Avondale ATTEST:

City Clerk

VEHICLE LEASE IDENTIFICATION PAGE

Year & Make	**Model**	**VIN #**
2009 FORD	ELDORADO BUS	1FD3E35SX8DB47856
2018 FORD	ESCAPE SUV – GAS	1FMCU0GD8JUC70853
2018 FORD	ESCAPE SUV – GAS	1FMCU0GDXJUB74013
2020 FORD	ESCAPE SUV – GAS	1FMCU0G68LUB18561
2020 FORD	ALLSTAR 22 E-350 BUS	1FDEE3F61KDC71564

Terms and Conditions

1. CONTRACT ADMINISTRATION
   a. Vehicle Lease. Area Agency hereby leases vehicle(s) as described on the Vehicle Lease Identification Page to the Contractor for the sum of one dollar ($1.00) per vehicle.
   b. Contract Term. The term of this agreement shall be for the period of time from the begin date identified on the Signature page to the termination date identified on the Signature page and as related to the Service Contract identified on the Signature page.
   c. Term. The terms of this agreement constitute the entire agreement between Area Agency and the Contractor. Parties represent that there are no collateral agreements to the agreement
   d. Compliance with Applicable Laws.
      i. All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract.
      ii. This contract shall be governed and interpreted by the laws of the State of Arizona.
      iii. The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws and the Contractor shall maintain all applicable license and permit requirements.
      iv. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of crimes against children as specified in A.R.S. §13-3620 and crimes against the elderly as specified in A.R.S. §46-454 as may be amended.
   e. Notices. All notices under this Lease Agreement shall be directed in writing to the persons and addresses specified for such purpose on the Signature page or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
   f. Assignment and Delegation. Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO.
   g. Liens. Contractor agrees to keep the leased vehicle(s) free from any liens or other claims and will indemnify the Area Agency from any such liens or other claims.
   h. Visitation, Inspection. Contractor's facilities, vehicles leased in this agreement, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of a funding source or the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.
   i. Books and Records. The Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Vehicle service records will be maintained in accordance with prescribed Area Agency policies and procedures.
   j. Termination.
      i. Mutual Agreement. This contract may be terminated by mutual agreement of the parties at any time during the term of this agreement.
      ii. Termination of Service Contract. Upon termination of the Service Contract as identified on the Signature Page results in a termination of this Vehicle Lease Agreement.
      iii. Cancellation for Conflict of Interest. Pursuant to A.R.S §38-511 as may be amended, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S §38-511 as may be amended.

iv. Gratuities. The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.

v. Suspension or Debarment. Either party may, by written notice, immediately terminate this contract if either party has determined to have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contract shall immediately notify the Area Agency in writing.

vi. Termination for Convenience. The Area Agency reserves the right to terminate the contract, in whole or in part at any time, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the Contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract per this provision by providing at least sixty (60) days written notice to the Area Agency President/CEO.

vii. Termination for Default.

1. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.
2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
3. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
4. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
5. Area Agency may immediately terminate this contract if the Area Agency determines that the health or welfare or safety of service recipients is endangered.
6. For designated agencies, termination shall comply with the Older American's Act legislation.

viii. Continuation of Performance Through Termination. Area Agency and the Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

ix. Termination for Any Reason.

1. In the event the contract is terminated, with or without cause, or expires, the parties, shall assist each other in the transition of services or eligible persons to other contractors. Such assistance and

coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.

2. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.

k. Return. Upon termination of the agreement or amendment to remove any vehicle from the agreement, Contractor agrees to return vehicles as follows

i. Vehicles shall be in operating condition per all city, state, federal laws and standards.

ii. Vehicles may not be in such a condition inconsistent with norms based on the year and mileage of the vehicle.

iii. Vehicle may not have body or interior damage without written approval from Area Agency.

iv. The condition the vehicles were received in will be considered when determining if the vehicles have been returned in a condition that is consistent with the norms based on the year and mileage of the vehicle.

v. **Contractor shall remove any non-Area Agency signage** as may have been adhered to the vehicle with approval from Area Agency.

vi. Listed below are additional requirements for a contractor to return a vehicle. These requirements take effect July 1, 2019 and thereafter and will be included in our Vehicle Leases between Contractor and the Area Agency on Aging.

(a) REASON FOR THE RETURN REQUEST
(b) PHOTOS OF THE INTERIOR AND EXTERIOR OF THE VEHICLE
(c) THE VEHICLE MUST BE CLEAN INSIDE AND OUT WHICH INCLUDES THE VEHICLE'S INTERIOR UPHOLSTERY
(d) CURRENT MILEAGE
(e) MAINTENANCE RECORDS FOR THE PREVIOUS 12 MONTHS WHICH INCLUDES A LIST OF ANY LARGE REPAIRS MADE TO THE VEHICLE BY YOUR ORGANIZATION

l. Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)

m. Israel. Area Agency certifies that it is not currently engaged in, and agrees for the duration of this Agreement, that it will not engage in a "boycott," as that term is defined in Ariz. Rev. Stat. § 35-383.of Israel.

2. INDEMNIFICATION

a. Indemnification Public Agency Language Only: To the extent permitted by law, each party (as 'indemnitor') agrees to indemnify, defend, 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.

b. Indemnification Clause. To the extent permitted by law the parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency and/or State as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall*

not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

3. INSURANCE
   a. Insurance Requirements. Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
   The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency and State of Arizona, in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
   b. Additional Insured Requirements. For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:
      i. Required Agencies
         - √ Area Agency on Aging, Region One Incorporated
         - √ State of Arizona and Department of Economic Security
         - √ Bridgeway Health Solutions
         - √ United Health Care
         - **n/a** Maricopa County Public Health Department
         - √ Mercy Care
         - **n/a** Total Transit Enterprises, LLC / Total Transit, Inc. / Veyo, LLC
      ii. The policy shall be endorsed to include the following Additional Insured language: *"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".*
      iii. The Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
      iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
      v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
      vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
   c. Minimum Scope and Limits of Insurance. Contractor shall provide coverage with limits of liability not less than those stated below.
      i. Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
         - General Aggregate $3,000,000
         - Products – Completed Operations Aggregate $1,000,000
         - Personal and Advertising Injury $1,000,000
         - Blanket Contractual Liability – Written & Oral $1,000,000
         - Fire Legal Liability $ 50,000
         - Each Occurrence $1,000,000
            1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
            2. Policy shall contain a waiver of subrogation against all agencies identified as Additional Insureds, their departments, agencies, boards, commissions, universities and its officers,

officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

ii. Business Automobile Liability**.** Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) $1,000,000

1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
3. This section, Business Automobile Liability, shall not be applicable in the event the Contractor (or its subcontractors) does not utilize a vehicle in any manner in the performance of this contract or if the utilization is used only for commuting purposes. In the event the Contractor (or its subcontractors) subsequently utilizes any vehicle in the performance of the contract or utilizes it for other than commuting purposes, this section, Business Automobile Liability, shall be fully applicable, effective the date the utilization is changed.

iii. Workers Compensation and Employers' Liability

1. Workers' Compensation Statutory
2. Employers' Liability
   a. Each Accident $ 500,000
   b. Disease – Each Employee $ 500,000
   c. Disease – Policy Limit $1,000,000
3. Policy shall contain a waiver of subrogation against Additional Insureds, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
4. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. §23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

iv. Professional Liability (Errors and Omissions Liability)

1. Requirements as follows
   a. Each Claim $1,000,000
   b. Annual Aggregate $2,000,000
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work and Service Specifications, work definitions, and other performance statements of this contract.

v. Fidelity Bond or Crime Insurance

- Bond Policy Limit $100,000

1. The bond or policy shall be issued with minimum limits of $100,000.
2. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
3. The bond or policy shall include coverage for third party fidelity.
4. The bond or policy shall include coverage for theft and mysterious disappearance.
5. The bond or policy shall contain no requirement for arrest and conviction.
6. The bond or policy shall cover loss outside the premises of the Named Insured.

d. Notice of Cancellation. Each insurance policy required by the insurance provisions of this contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.

e. Acceptability of Insurers. Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements. Contractors or subcontractors submitting certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

f. Verification of Coverage.

   i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

   ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this contract must be in effect at or prior to commencement of work under this contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this contract, or to provide evidence of renewal, is a material breach of contract.

   iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time**.**

g. Subcontractors. Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.

h. Approval. Any modification or variation from the Insurance Requirements in this contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

i. Exceptions.

   i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

   ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph ***3.h. Approval of this section***, provided that such request be delivered in writing to Area Agency at least ten (10) days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

      1. As provided in paragraph ***3.h. Approval of this section***, the Area Agency President/CEO shall decide whether such modification may be permitted.
      2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this ***Section 3 Insurance***.

4. VEHICLE SERVICES AND OPERATIONS
   a. Services - This Vehicle Lease Agreement. The terms and conditions of this Agreement are specifically related to and legally binding with the Area Agency's Service Contract with the Contractor as specified on the Signature page of this agreement. This lease of vehicle(s) action is intended solely for and limited to the purpose of providing services as specified in the Service Contract.
   b. Facility(s) Services are limited to the sites as identified in the Service Contract Facility Location page.
   c. Vehicle Operation and Maintenance
      i. Liabilities.
         1. The Contractor is responsible for all liabilities in the operations, storage, use, or other activities involving each leased vehicle. Area Agency is not responsible for any losses or injuries caused by the use of the vehicle.
         2. The Contractor shall be liable for all fines, parking violations and any fines imposed by any governmental authority upon the vehicle or operator thereof during the term of this agreement.
         3. The Contractor shall not permit the vehicle to be used in violation of any federal, state, municipal statutes, laws, ordinances, rules or rules or regulations, or contrary to the provision of any applicable insurance policy.
         4. The Contractor shall keep the Area Agency fully informed of all claims, suits or proceeding arising out of any accidents or incidents involving each leased vehicle.
         5. The Contractor shall forward to the Area Agency a copy of every demand, notice summons or process received in connection with any and all claims, suits or other legal proceedings resulting from an incident/accident involving any leased vehicle.
      ii. Operation Expenses. The Contractor is solely responsible for costs associated with the operation of the vehicle. Area Agency bears no responsibility for costs associated with the operations, staffing, maintenance, or repair of the leased vehicle(s). In the event the Contractor is unable to maintain the operational costs of the vehicle, this Agreement will be terminated.
      iii. Maintenance Contractor.
         Has a responsibility to:
         1. Maintain the vehicle in safe and manufacturer standard of operation at all times. A vehicle may not be parked, inoperable through the duration of the agreement.
         2. Abide by the manufacturer's warranty and recommended schedule of maintenance, as a minimum.
         3. Keep written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage.
         4. Clean the vehicle regularly.
         5. Obtain, if applicable to the vehicle, an annual Federal Inspection and submit documentation of the Inspection to Area Agency.
      iv. Alterations of Vehicle. Upon prior approval by Area Agency, the Contractor shall have the opportunity to display signage of a removable nature on the vehicle. Contractor will make no other changes to the vehicle without prior written consent of the Area Agency. The Contractor shall not make any alterations, additions, or improvements to the equipment, which detract from its economic value or functional utility.
      v. Accidents / Damage. In the event the leased vehicle is involved in an accident, damage, or vandalism, Contractor shall make all repairs and restorations within a reasonable period of time, not to exceed three (3) months. Contractor shall be responsible for all costs incurred in repair of leased vehicle including the deductible amounts stated in the insurance policy.
   d. Personnel Requirements. Contractor shall specifically certify staff as competent to operate vehicles as required by law and the following minimum standards:
      i. All equipment operators will have a valid Arizona drivers license, a copy which will be on file with the Contractor and which may subject to inspection by the Area Agency. If a CDL (Commercial Drivers License) is required for equipment operation it will also be required to be on file for inspection.
      ii. Obtain motor vehicle report and evaluate the report as acceptable prior to commencing driving.
      iii. Driver training, supervision, and employment. Volunteer drivers must meet all these requirements and any other requirements as set for paid drivers.

e. Evaluation & Monitoring: Area Agency may, and the Contractor shall cooperate, in the monitoring, assessment, and evaluation of contract services or transportation activities performed by the identified vehicle(s).

f. Reporting Requirements

   i. Semi-Annual Maintenance Report. Contractor shall provide written documentation of completed maintenance to minimally include a log of date, vendor, description of repairs/maintenance, cost and mileage on July 15th and January 15th.

   ii. Accidents / Damage

      1. report the incident to the Area Agency Vehicle Fleet Representative within twenty-four (24) hours via telephone or email
      2. submit a written report of the incident to the Area Agency within three (3) days; and
      3. submit other documentation, reports, evidence as required or requested by Area Agency.

Contract #2022-07-AVO

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated ***AND*** **City of Avondale**

1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

11465 West Civic Center Drive
Avondale, Arizona 85323
623-333-2705 fax: 623-333-0270
EIN: 86-6000233

DURATION OF THE CONTRACT, FY 2022: July 1, 2021 and shall end June 30, 2022

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO — Charles Montoya, City Manager
Programmatic Authority: Lizzie Kazan, Director of Contracts Administration — Erin Lutz, Senior Services Coordinator
Daily Contacts: Kathy Flores, Contracts Specialist — Erin Lutz, Senior Services Coordinator

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:
Melina Tinney, address same as above.

This Contract is entered into by and between City of Avondale, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

AREA AGENCY ON AGING, REGION ONE, INCORPORATED

Signature and Date

Mary Lynn Kasunic, President & CEO

City of Avondale

Signature and Date

Charles Montoya, City Manager

City of Avondale ATTEST:
City Clerk

CONTRACT SUMMARY

FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #:	2022-07-AVO
CONTRACTOR:	City of Avondale
Document	***Original Contract***
Contract Term	July 1, 2021 to June 30, 2022

Contract Payment Ceiling for All Services: **TOTAL: $ 383,391**

CONTRACT OPERATING BUDGET

REVENUE	**Congregate Meals**	**Home Delivered Meals**	**Multipurpose Operations**	**Transportation**
Area Agency	115,977	189,472	12,000	65,942
Project Income	9,900	1,120	-	900
Non-Fed Inkind	-	-	-	-
Non-Fed Cash	51,680	95,521	102,997	84,311
Other Federal	-	-	-	-
TOTAL	177,557	286,113	114,997	151,153
EXPENSES				
Personnel	70,687	132,933	79,422	86,223
ERE	23,350	37,350	21,250	17,150
Prof&Outside	-	-	1,500	-
Travel	-	14,400	-	29,105
Space	10,800	6,200	5,000	-
Equipment	-	-	-	-
Materials/Supl	63,245	77,955	2,100	-
Operating Svc	9,475	17,275	5,725	18,675
Indirect	-	-	-	-
TOTAL	177,557	286,113	114,997	151,153
Units	16,500	16,000	3,500	10,000
Unit Rate	$ 10.76	$ 17.88	$ 32.86	$ 15.12

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

1.1 **"***Award Date***"** The date the Contract is executed by Area Agency. This may or may not be the same date as the "Effective Date" which is the date specified on the Offer and Award or Signature Page.

1.2 "*Client Specific Referral*" Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.

1.3 **"***Department***"** The Arizona Department of Economic Security (ADES), unless otherwise indicated.

1.4 **"***Effective Date***"** The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.

1.5 **"***Equipment***"** All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing $5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).

1.6 **"***May***"** Indicates something that is not mandatory but permissible.

1.7 "*Purchase Order*" also known as "Purchase Authorization" or "Release Order" is an authorized document to procure goods or services.

1.8 **"***Shall, Must***"** Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.

1.9 **"***Should***"** Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.

1.10 **"***Vulnerable adult***"** An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.

1.11 *"Additional Insured"* Specifically includes all agencies and requirements as identified in Section 26.4.3.

1.12 *"Area Agency"* Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.

1.13 *"Contract Specialist"* Is the Area Agency staff person who is assigned managerial responsibility for the contract.

1.14 *"Scope of Work"* The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.

1.15 *"Service Specification"* The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:

2.2 "This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency."

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 **Merger, Reorganization or Change of Ownership**

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE CENTRAL REGISTRY.

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor will conduct A Central Registry Background Check *(Exhibit A)* using the Area Agency contract number **CTR048037** and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

6.2.1 Any person who applies for a contract with Area Agency and that person's employees;

6.2.2 All employees of a contractor;

6.2.3 A subcontractor of a contractor and the subcontractor's employees; and

6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.

6.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.

6.3.1 A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.

6.3.2 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.

6.4 A person awaiting receipt of the Central Registry Background Check may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form *(Exhibit B)* if the certification states:

6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and

6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.

6.5 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to Area Agency clients.

6.6 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.

6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: https://des.az.gov/documents-center.

6.7.1 In the Document Center "Filter by Category "Select Aging" and click on "Search". This will produce the following result:

1. Document Number AAA-1344A

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;

9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;

9.3 Provided favorable or unfavorable treatment to anyone;

9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;

9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or

9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of $5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.

11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.

11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.

12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply

unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

16.2 The Data Sharing Request Agreement is located at: http://des.az.gov/documents-center. In the “Search” field type “Data Sharing” and click “Apply”. The search will produce the following results:

16.2.1 Document Number J-119-Single (For requests involving a single division or program).

16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal

or state law.

18.0 EVALUATION

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.

24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0 INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0 INDEMNIFICATION AND INSURANCE

26.1 **Indemnification Clause**

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2 **Insurance Requirements**

26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3 **Minimum Scope and Limits of Insurance**

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1 Commercial General Liability (CGL) – Occurrence Form
Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate $3,000,000 (ALTCS) / $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $ 50,000
- Each Occurrence $1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than $500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should it be included with the Professional Liability.

2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."

3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*

4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds shall be named as and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
  - Each Accident $1,000,000
  - Disease – Each Employee $1,000,000
  - Disease – Policy Limit $1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim $2,000,000
- Annual Aggregate $2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than $500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is $100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 **Additional Insurance Requirements**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

_✓_Area Agency on Aging, Region One Incorporated
_✓_State of Arizona and Department of Economic Security
_✓_Banner University Family Plan
_✓_UnitedHealthcare Community Plan
_✓_Mercy Care Plan

26.5 **Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 LEVELS OF SERVICE

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location: https://des.az.gov/digital- library/limited-english-proficiency.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area

Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Contractor prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The Contractor must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the Contractor must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Contractor will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **Dawn Gielau (623) 465-6001** "*Para obtener este documento en otro formato o obtener información adicional sobre esta política***, Dawn Gielau (623) 465-6001**."

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

32.1 All notices shall reference the contract number.

32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:

32.2.1 Change of telephone number;

32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;

32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or

32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

33.1.1 ADES Special Terms and Conditions;

33.1.2 Uniform Terms and Conditions;

33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services
33.1.4 Scope of Work;

33.1.5 Service Specifications

33.1.6 Area Agency Manuals, Policies and Directives

33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;

33.1.8 Exhibits;

33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.

34.1.2 Alternative methods to ensure there are services or products in the supply chain.

34.1.3 An up to date list of company contacts and organizational chart.

34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:

34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.

34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.

34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:

36.1.1 ___✓Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall be only be made by a Contract Amendment.

36.1.2 __Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.

36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.

36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the Area Agency for approval. A new Itemized Service Budget shall not be required.

36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.

36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.

36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.

36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

36.6 Under no circumstances shall Area Agency make payment to the Contractor:

36.6.1 That exceeds the unit authorized without an amendment to this contract;

36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or

36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.

36.8 Compensation for Rate or Fixed Price

36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.

36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.

36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.

36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the

remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.

36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

36.9 Compensation for Fixed Price with Price Adjustment

36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.

36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.

36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.

36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.

36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;

37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;

37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the “Substantial Interest” section of these terms and conditions;

37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;

37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the “Unallowable Costs” section of these terms and conditions;

37.6 Any amounts paid by Area Agency for which the Contractor’s books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;

37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;

37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;

37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the “Certification of Cost or Pricing Data” section of these terms and conditions; and

37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. The State will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of the State. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and
4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.

42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.

42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.

42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:

42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.

43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*

44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.

44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.

44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.

46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:

46.2.1 Be on the Contractors company letterhead;

46.2.2 Be signed by an authorized representative of the Contractor; and

46.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.

46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.

47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or

eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq.as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2 "*Contract*" means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.

1.3 "*Contract Amendment*" means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.

1.4 "*Contractor*" means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.

1.5 "*Days*" means calendar days unless otherwise specified.

1.6 "*Exhibit*" means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.

1.7 "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8 "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9 "*Procurement Officer*" means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10 "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11 "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

2.3.1 ADES Special Terms and Conditions;

2.3.2 Uniform Terms and Conditions;

2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services

2.3.4 Scope of Work;

2.3.5 Service Specifications;

2.3.6 Area Agency manuals, policies and directives;

2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions

2.3.8 Exhibits;

2.3.9 Documents referenced or included in the Solicitation.

2.4 **Relationship of Parties**. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 **Severability.** The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 **No Parole Evidence**. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 **No Waiver.** Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3.0 CONTRACT ADMINISTRATION AND OPERATION

3.1 **Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 **Audit.** Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.

3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.

3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.

3.8 **Ownership of Intellectual Property**. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.

3.9 **Federal Immigration and Nationality Act**. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*

3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 COSTS AND PAYMENTS

4.1 **Payments**. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.

4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 **Applicable Taxes.**

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and it's funders harmless from any responsibility for

taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year**. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year**. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 CONTRACT CHANGES

5.1 **Amendments**. This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts**. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation**. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 RISK AND LIABILITY

6.1 **Risk of Loss**: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, 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."

6.2.3 **Indemnification for Subcontractor**. In addition, the Contractor shall cause its contractor(s) and

subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7.0 WARRANTIES

7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that,

for one year after acceptance by the Area Agency of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.

7.5 **Compliance With Applicable Laws**. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8.0 CONTRACTUAL REMEDIES

8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender**. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area

Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 CONTRACT TERMINATION

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities**. The Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment**. The Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** The Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default**.

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

CONTRACTOR SPECIFIC TERMS

Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions
   a. ALTCS shall mean Arizona Long Term Care System
   b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
   c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.

2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.

3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)

4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)

5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)

9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]

10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.

12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).

13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.

14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.

15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.

16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.

17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*

18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.

19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.

20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)

21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.

22. Records Retention
    a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent

and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.

b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.

c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
   1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
   2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
   3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).

d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)

23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.

25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.

26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.

28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

16.0 CONGREGATE MEALS

16.1 **Purpose Statement**

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 **Service Description**

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 **Service Requirements – The Contractor shall provide:**

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
   a) A dietitian or other individual meeting the requirements in Section 17.4;
   b) Meal participants; and
   c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
   a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
   b) Plan menus considering the availability of foods during seasons when they are most plentiful.
   c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
   d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
      i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
      ii. Plan the menu with a majority (≥ 80%) as hot meals.
      iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
   a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.

16.3.2 Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.

2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
   b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
   c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
   d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3 Staff Training

1. Provide-on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4 Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.

8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
   a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 Social Interaction

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 Site Monitoring

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment
Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
    a. To provide for delivery of congregate meals.

2. STAFFING REQUIREMENTS
    a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
    b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
        1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
        2. Document staff certification and training in personnel files.
        3. Contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. CLIENT CONTRIBUTION POLICIES
    a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
    b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
    c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
    d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
    e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
    f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

4. REPORTING REQUIREMENTS
    Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
    a. All congregate meal operations must be conducted using the Area Agency electronic database.
    b. Reports and documentation must be reported on a calendar month only as follows:
        i. program reports completed by the 5th of each month.
        ii. financial statement completed by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
    a. One unit of service equals one meal served to a client.

22.0 HOME DELIVERED MEALS

22.1 **Purpose Statement**

22.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

22.2 **Service Description**

22.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

22.2.2 Home Delivered Meals is a case-managed service.

22.2.3 Provide older adults, in their home or place of residence, with nutritious meals that meet one-third (1/3) of the Dietary Reference Intakes.

22.2.4 Provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

22.2.5 A "wellness check" is conducted at the time of the meal delivery to evaluate the general health and well-being of the meal recipient.

22.2.6 The service also provides for the opportunity for socialization.

22.2.7 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

22.3 **Service Requirements – The Contractor shall provide:**

22.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six (6) or more week menu that will be rotated throughout the period.
2. Maintain menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.

22.3.2 Utilize a mechanism to solicit the advice and expertise of:

1. Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM)
2. Meal participants; and
3. Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.

22.3.3 Compose menus in English as well as the dominant language or languages of the participant group for each site.

22.3.4 Incorporate ethnic and cultural preferences of participants when planning menus.

1. Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
2. Plan menus considering the availability of foods during seasons when they are most plentiful.
3. Plan, prepare, provide and serve meals in accordance with the ADES, DAAS "Nutrition, Food Service, and Wellness Manual as amended.
4. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
   a) Each meal must contain a specified number of calories as defined in DAAS policies and procedures;
   b) Plan the menu with a majority (≥ 80%) as hot meals; and
   c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor's standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
   d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS "Nutrition, Food Service, and Wellness Manual" and as may be amended.
6. Annually review food service expenditures in order to further cost-effective management.
7. Develop and implement an emergency plan to be used when the meal cannot be prepared or

becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

22.3.5 Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five (5) days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
   - e) Prepare or arrange for preparation and service of meals and adhere to approved menus as written:
     - i. Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans;
     - ii. Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1; and
     - iii. All substitutions shall be documented on the approved menu for site review.
   - f) Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
   - g) Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.
   - h) Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
   - i) Provide menus to eligible client at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
   - j) Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
   - k) Document the number of meals provided each month at each location.
   - l) Review food service expenditures annually in order to further cost-effective management of expenses.
   - m) Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
   - n) Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, as may be amended.

22.3.6 Delivery Requirements

1. Package and deliver meals in a safe and sanitary manner.
2. Meals are to be hand-delivered directly to the eligible client unless an exception has been made and is documented in the client's case file.
3. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one (1) week in advance.
4. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
5. Maintain record/log of the number of meals delivered each month to each individual.
6. If more than one (1) frozen meal is received per delivery per individual, document reason for multiple meals delivery in the individual's case record.
7. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s).

22.3.7 Wellness Check

1. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery; and
2. Refer to Case Manager all individuals for appropriate action who present additional medical or social problems during the course of service delivery.

22.3.8 Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.

2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.
4. Provide training on a quarterly basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
6. Document staff certification and training in personnel files.

22.3.9 Nutrition Education

1. Provide to home delivered meal individuals printed nutrition education materials two (2) times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two (2) handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
   a) Dietary guidelines for older adults;
   b) Modified meals and chronic disease;
   c) Food and drug interaction;
   d) Physical fitness health information as it relates to nutrition;
   e) Meal planning and preparation;
   f) Budgeting, shopping; and
   g) Sanitation.
3. Nutritional information provided to individuals shall be backed by credible research, such as but limited to: The Academy of Nutrition Dietetics, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration for Community Living, and the National Institute on Aging.

22.4 **Licensure/Certification Requirements**

22.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics, have successfully completed the examination for registration, and meet continuing education requirements.

22.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

22.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and meet continuing education requirements and are in good standing with the Board.

22.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

22.4.5 Valid and current state Driver's License for delivery drivers shall be maintained.

22.5 **Reporting Unit**

22.5.1 One (1) unit of service equals one (1) meal.

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION
    a. To provide for delivery of home delivered meals.
    b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
    c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
    d. Assessments of clients need for meals shall be the sole responsibility of case management.
    e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. STAFFING AND VEHICLE REQUIREMENTS
    a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
    b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
    c. Individuals driving an Area Agency vehicle must have a clean MVD history.
    d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
    e. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
        1. social needs of the homebound client.
        2. development of observation of skills necessary to detect changes in client functioning or status.
        3. appropriate methods of interacting with homebound clients.
        4. appropriate responses to client medical emergencies.
        5. methods of reporting changes in client's physical/mental status.
        6. methods for reporting barriers to service delivery.
        7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
3. SERVICE DELIVERY
    a. A review must be conducted at least quarterly by supervising staff of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
    b. Client signatures
        i. All clients must sign for the receipt of each home delivered meal.
        ii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
        iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
    c. Meal Delivery
        i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
        ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
        iii. Delivery of the meal must be made directly to the client.
        iv. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
            1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
            2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
        v. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.

    d. Non-Provision of Service
        i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES
    a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.

b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
c. Suggested contribution rates shall be developed by the contractor through the site council or similar client-centered group and reviewed annually. Any suggested contribution shall not imply a charge.
d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS
Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
   a. All home delivered meal operations must be conducted using the Area Agency electronic database.
   b. Reports and documentation must be reported on a calendar month only as follows:
      i. Post all Home Delivered Meals by the 5th of each month.
      ii. program reports by the 5th of each month.
      iii. financial statement by the 10th of each month.

6. DEFINITION OF UNIT OF SERVICE
   a. One unit of service equals one meal delivered to an authorized client.

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and

3. Conduct home visits to home-bound older adults and those with disabilities in the community to conduct wellness checks.

29.3.5 Education:

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
4. Develop and maintain on-going physical activity programs;
5. Coordinate with local community resources to provide health screening and health risk assessments; and
6. Provide training on the self-management of chronic conditions.

29.3.6 Volunteer Opportunities:

1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
2. Implement a volunteer recruitment system;
3. Provide job descriptions for volunteers; and
4. Provide and document training for volunteers.

29.3.7 Recreational Activities:

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;

29.3.8 Intergenerational Programs:

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

29.4 **Licensure/Certification Requirements**

29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

29.5 **Reporting Unit**

29.5.1 One (1) unit of service equals 60 minutes of service time.

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION

1. SERVICE STANDARDS
   Contractor shall comply with the following minimum standards:
   a. Health Promotion
      Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
   b. Exercise
      Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
   c. Staffing
      Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION
   Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS
   Area Agency recognizes two forms of units for this service:
   a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
   b. Staff hour: the staff reporting time is limited to the following categories:
      i. program planning.
      ii. conducting activities.
      iii. providing social services.
      iv. conducting outreach.
      v. volunteer coordination to include recruitment, supervision, recognition.
      vi. staff training provided to contractor staff / volunteers.
      vii. continuing education for staff / volunteers.

   For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS
   Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
   a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
   b. reports and documentation must be reported as follows:
      i. program report for activities completed by the 5th of each month.
      ii. program report for MCO units completed by the 5th of each month.
      iii. financial statement completed by the 10th of each month.

20.0 GENERAL TRANSPORTATION

20.1 **Purpose Statement**

The service helps to assist individuals 60 years of age or older and/or individuals with disabilities to maintain their independence and avoid costly and unnecessary placement in a care facility by providing access to services.

20.2 **Service Description**

20.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

20.2.2 The service includes the arrangement and/or provision of transportation services which may include the use of a car, bus or van.

20.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

20.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

20.2.5 Services may include the transport of eligible groups of individuals to activities such as recreational, educational or community events.

20.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000 of the DAAS Policy and Procedure Manual, as may be amended.

20.3 **Service Requirements - The Contractor shall:**

20.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

20.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

20.3.3 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.

1. Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.

20.3.4 Require that drivers have and carry a valid driver's license.

20.3.5 Provide driver training that includes instructing how to assist individuals to safely enter and exit vehicles, handle road emergencies, safe driving, defensive driving, and disease specific information (e.g., Alzheimer's, Parkinson's, and Diabetes).

20.3.6 Protect the individual's safety while using this service.

20.3.7 Provide information to individuals on accessing the transportation service.

20.3.8 Arrange transportation for individuals:

1. Make arrangements for transportation through public or private transportation providers; and
2. Determine with the individual and/or significant others, a plan for providing transportation

20.3.9 Provide transportation for individuals:

1. Transport individuals from one (1) location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.);
2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle;
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs;
4. Record and maintain services delivered to each individual; and
5. Adhere to time schedules.

20.4 **Licensure/Certification Requirements**

20.4.1 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.

21.1.1 Utilize vehicles which have a valid Arizona license plate and pass emissions standards at a minimum and have insurance coverage.

21.1.2 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which includes training in CPR and first aid.

21.1.3 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two (2) years thereafter.

20.5 **Reporting Unit**

21.1.4 One (1) unit of service equals one (1) trip per person one (1) way.

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL
   This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS
   The Contractor shall comply with the following standards and/or licensure requirements:
   a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
   b. newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
   c. individuals driving Area Agency vehicles or transporting Area Agency clients must have a clean MVD history.
   d. staff/volunteers shall be trained in the following areas:
      i. CPR and first aid.
      ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
      iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
      iv. response protocol for emergency or urgent situations.
      v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
   e. annually the contractor shall submit the boundaries for service.
   f. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
   g. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
   h. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
   i. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
   j. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
   k. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
   l. all equipment used in the program must be kept clean.
   m. the contractor must provide communications equipment for every vehicle used in the provision of this service.
   n. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
   o. contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
   p. vehicle maintenance:
      i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
      ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
      iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES
   a. Clients shall be provided the opportunity to contribute toward the cost of service.
   b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
   c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.

d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS
Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:
   a. All transportation operations must be conducted using the Area Agency electronic database.
   b. reports and documentation must be reported as follows:
      i. program report by the 5th of each month.
      ii. financial statement by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE
   a. One unit of service equals one trip per person one way.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

Organization (Contractor / Subcontractor)	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area to be Served	Adult Day Health Care or Home Delivered Meal Delivery Area
City of Avondale 11465 W. Civic Center Dr. Avondale, AZ 85323 (623) 333-1000 (623) 333-0100 (fax)	☐	Administration	Monday – Thursday 7:00am – 6:00pm		
Avondale Community Center 995 E. Riley Dr. Avondale, AZ 85323 (623) 333-2705 (623) 333-2741 (623) 333-0270 (fax)	☐	Congregate Meals Home Delivered Meals Multipurpose Center Operations Transportation	Monday-Thursday 8:00am-2:00pm Friday 8:00am- 12:00pm	PSA 2 City of Avondale, Goodyear, Litchfield Park	North- Camelback Rd. South- Southern Ave. East- 107th Ave. West- Sarival Ave.

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☐ New Year's Day	☐ Independence Day *(observed)*	☒ Thanksgiving Day	☒ Other Half Day Dec 23- will still complete all meals
☒ Martin Luther King Jr's	☐ Rosh Hashanah	☒ Day after Thanksgiving	☒ Other: Half Day Dec 28- will still complete all meals
☒ President's Day	☒ Labor Day	☒ Christmas Eve	☐ Other: Type here
☐ Cesar Chavez Day	☐ Yom Kippur	☐ Christmas Day	☐ Other: Type here
☐ Good Friday	☐ Columbus Day	☒ New Year's Eve	☐ Other: Type here
☒ Memorial Day	☒ Veteran's Day	☒ Other: Staff Development DayTBD	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CITY OF AVONDALE

Signature and Date

Charles Montoya, City Manager

CERTIFICATION REGARDING DEBARTMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," " proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF AVONDALE

_____

Signature and Date

Charles Montoya, City Manager

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK-COVER SHEET

This document and any files transmitted with it are confidential and intended solely for the use of the individual or entity to which they are addressed. If you have received this information in error, please notify the sender and destroy the information. The information contained in the Central Registry and any attached files shall be used as a factor to determine qualifications for individuals/agencies applying for contracts with this state, including employees of the prospective contractor, contractors, and subcontractors for positions that provide direct services to children or vulnerable adults. **The information contained in the Central Registry for Background Check and any attached files is confidential and shall not be further disseminated or shared.**

PLEASE COMPLETE ALL FIELDS ACCURATELY AND LEGIBLY.

Organization Name _____

ADES/DAAS Contract Number CTR048037

Check One: ☐ Prospective ADES/DAAS Contractor ☐ Current ADES/DAAS Contractor

☑ Subcontractor to ADES/DAAS Contractor - Identify ADES/DAAS Contractor:

Area Agency on Aging, Region One

Tracking Number *(You must provide your unique tracking number as it will be used to identify and track this document and the individuals linked to it.)*: _____

Check One: ☐ New Contract with ADES/DAAS ☐ ADES/DAAS Contract Extension ☑ New employee hire

Requester's Phone Number _____ Requester's Email Address _____

Requester's Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Name of person authorized to submit request attesting to the presence of a Signed Direct Service form for each request

_____

Requester's Signature _____ Date of Request _____

SUBMIT THIS COMPLETED COVER SHEET AND REQUEST FORM(S) THROUGH ONE OF THE FOLLOWING METHODS:

Email *(secured)* to: DAAS-CR@azdes.gov Please indicate Organization Name in subject line.

Fax to: Central Registry Request at 602-542-6636

RESULTS of this check will be:

1. **EMAILED** to the address above indicating that one or more individuals on the request was *(were)* unable to be processed with the information provided. The Signatory will be required to respond to DAAS-CR@azdes.gov within 10 working days with a statement verifying that the person(s) is(are) not providing a direct service to a child or vulnerable adult; or
2. **EMAILED** to the address above if all names are cleared; or
3. **EMAILED** to the address above with information on individuals found to have a substantiated finding of child abuse or neglect on the Central Registry; and
4. **MAILED** to the individual who is found to have a substantiated finding on the Central Registry that disqualifies him/her from providing direct services to children or vulnerable adult clients of ADES.

Illegible, inaccurate, or incomplete information on the Cover Sheet or Request Form will delay your response from ADES/DAAS.

See page 3 for EOE/ADA disclosures

REQUEST FOR SEARCH OF CENTRAL REGISTRY FOR BACKGROUND CHECK

(All fields must be completed, and information must be accurate and legible.)

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

INDIVIDUAL'S INFORMATION

Name _____ Alias *(Previously used name(s))* _____

SOC. SEC. NO. _____ Date of Birth _____

Mailing Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

ADES/DAAS - INTERNAL USE ONLY *(SEARCH RESULTS)*

Reports ☐ Yes ☐ No Number *(See attached document(s))* _____

Date of Search _____ Name of Person Completing Search _____

Signature _____

DISQUALIFICATION ACTS

A person is disqualified from providing services to ADES clients in a direct service position if he/she is identified as the subject of the substantiated report for any of the following.

24 Child death due to alleged abuse or neglect, or suspicious death

25 Injuries requiring emergency medical treatment

27 Child age 24 months is shaken (shaken baby syndrome)

33 Untreated life threatening condition, Infant Doe, Non-organic FTT

37 Imminent harm to child under the age of six (6) due to lack of supervision by parent/caretaker

38 Neglect results in injury/illness requiring emergency medical treatment

39 Imminent harm to child due to health or safety hazards in living environmenUexposure to the elements

40 Child diagnosed as suicidal by mental health professions, parent refused to allow treatment

41 Physical evidence of sexual abuse reported by a medical doctor or child reporting sexual abuse within the past seven days

42 Child reporting vaginal or anal penetration or oral sexual contact within past 72 hours and has not been examined

43 Abandoned, no parent willing to provide immediate care for a child and child is with a caregiver unable or unwilling to provide care now

45 Injuries may require medical treatment

46 P3 Injury to child under age six years

50 Living environment presents health or safety hazards to a child under the age of six

51 Sexual conduct/physical injury between children due to inadequate supervision

54 Sexual behavior within the past 8-14 days

55 Child diagnosed by mental health professional with behavior consistent with emotional abuse

56 Abandoned, no parent willing to care for a child, child with caretaker unable or unwilling to care for child less than one week

66 Significant developmental delays due to neglect

69 Attempted sexual behavior or sexual behavior, 14 days to three years or last occur unknown

72 Parent, guardian or custodian suggests or entices child to engage in sexual behavior, no touching

76 Use of child by parent, guardian or custodian for material gain

82 Parent, guardian or custodian sexually abused a child in past, now in home with a child

83 Attempted sexual behavior or sexual behavioral when last occurred more than three years

101 Death of a child due to neglect

111 Death of a child due to physical abuse or suspicious death

201 Physical abuse high risk

202 Physical abuse moderate risk

301 Neglect, high risk

302 Neglect, moderate risk

401 Sexual abuse, high risk

402 Sexual abuse, moderate risk

403 Sexual Abuse, low risk

404 Sexual Abuse, response 4

501 Emotion Abuse, high risk

502 Emotional abuse, moderate risk

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT B

AAA-1344A FORENG (11-19)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name *(Last, First, M.I.)* _____ SOC.SEC.NO. _____

Date of Birth _____ Aliases *(e.g., maiden, nicknames)* _____

Address *(No., Street)* _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occured)* finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated *(determined to have occurred)* finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

See reverse for EOE/ADA disclosures

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

EXHIBIT C

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statues, to help us determine your fitness to have unsupervised access to vulnerable persons. **Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.**

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name *(First, Middle, Last)*: _____ Date of Birth *(MM/DD/YY)*: _____

Address *(No., Street, Apt. No.)*: _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) *(Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed)*:

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. *(If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)*

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	☐	☐
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	☐	☐
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	☐	☐
35. Any felony offense involving contributing to the delinquency of a minor	☐	☐
36. Unlawful sale or purchase of children	☐	☐
37. Child bigamy	☐	☐
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than $250, but less than $1000 if the offense was committed before June 29, 2009	☐	☐
39. Felony indecent exposure	☐	☐
40. Felony public sexual indecency	☐	☐
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	☐	☐
42. Terrorism	☐	☐
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	☐	☐

Appealable 5 Years After Conviction

The following **felony** offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	☐	☐	☐
2. Threatening or intimidating	☐	☐	☐
3. Assault	☐	☐	☐
4. Aggravated assault	☐	☐	☐
5. Unlawfully administrating intoxicating liquors, narcotic drugs or dangerous drugs	☐	☐	☐
6. Dangerous or deadly assault by prisoner or juvenile	☐	☐	☐
7. Prisoners who commit assault with intent to incite to riot or participate in riot	☐	☐	☐
8. Assault by vicious animals	☐	☐	☐
9. Drive by shooting	☐	☐	☐
10. Assaults on public safety employees or volunteers and state hospital employees	☐	☐	☐
11. Discharging a firearm at a structure	☐	☐	☐
12. Prisoner assault with bodily fluids	☐	☐	☐
13. Aiming a laser pointer at a peace officer	☐	☐	☐
14. Possession and sale of peyote	☐	☐	☐
15. Possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐	☐

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons			
17. Sale of regulated chemicals			
18. Sale of precursor chemicals			
19. Production or transportation of marijuana			
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs			
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs			
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs			
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15			
24. Involving or using minors in drug offenses			
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone			
26. Possession, manufacture, delivery and advertisement of drug paraphernalia			
27. Use of wire communication or electronic communication in drug-related transactions			
28. Using a building for sale or manufacture of dangerous or narcotic drugs			
29. Manufacture or distribution of prescription-only drug			
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs			
31. Manufacture of certain substances and drugs by certain means			

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft		
2. Theft by extortion		
3. Shoplifting		
4. Forgery		
5. Criminal possession of a forgery device		
6. Obtaining a signature by deception		
7. Criminal impersonation		
8. Theft of a credit card or obtaining a credit card by fraudulent means		
9. Receipt of anything of value obtained by fraudulent use of a credit card		
10. Forgery of a credit card		

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of $250 but less than $1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile		
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot		
51. Misdemeanor assault by vicious animals		
52. Misdemeanor drive-by shooting		
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees		
54. Misdemeanor discharging a firearm at a structure		
55. Misdemeanor prisoner assault with bodily fluids		
56. Misdemeanor aiming a laser pointer at a peace officer		
57. Misdemeanor possession and sale of peyote		
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance		
59. Misdemeanor selling or giving nitrous oxide to underage persons		
60. Misdemeanor sale of regulated chemicals		
61. Misdemeanor sale of precursor chemicals		
62. Misdemeanor production or transportation of marijuana		
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs		
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs		
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs		
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15		
67. Misdemeanor involving or using minors in drug offenses		
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone		
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia		
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions		
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs		
72. Misdemeanor manufacture or distribution of prescription-only drug		
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs		
74. Misdemeanor manufacture of certain substances and drugs by certain means		

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

LCR-1034A FORS (10-19)
No se aceptan versiones anteriores

ARIZONA DEPARTMENT OF ECONOMIC SECURITY

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este afidávit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este afidávit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del afidávit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre *(Nombre, segundo, apellido)*: _____ Fecha de nacimiento *(MM/DD/YY)*: _____

Dirección *(Núm., calle, núm. de apto.)*: _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) *(Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario)*:

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. *(Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)*

Certifico que entiendo este afidávit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public *(Notario publico)*

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inmoral de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de $250, pero menos de $1000 si los delitos fueron cometidos antes del 29 de juno de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos **graves** si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	☐	☐	☐
14. Posesión y venta de peyote	☐	☐	☐
15. Posesión y venta de alguna sustancia vaporoso que contiene substancias tóxicas	☐	☐	☐
16. Vender o dar óxido nitroso a personas de menor de edad	☐	☐	☐
17. La venta de químicas reglamentadas	☐	☐	☐
18. La venta de químicos precursores	☐	☐	☐
19. Producción o transportación de la marihuana	☐	☐	☐
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	☐	☐	☐
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	☐	☐	☐
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	☐	☐	☐
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	☐	☐	☐
24. El hacer participar o usar menores durante delitos de drogas	☐	☐	☐
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	☐	☐	☐
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	☐	☐	☐
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	☐	☐	☐
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	☐	☐	☐
29. El fabricar o distribuir drogas disponibles solo por receta	☐	☐	☐
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	☐	☐	☐
31. Manufactura de ciertas substancias y drogas a través de ciertos medios	☐	☐	☐

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto	☐	☐
2. Robo mediante extorsión	☐	☐
3. Hurto de mercancías en una tienda o negocio	☐	☐
4. Falsificación	☐	☐
5. Posesión criminal de un instrumento de falsificación	☐	☐
6. Obtener una firma mediante decepción	☐	☐
7. Personificación criminal	☐	☐
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	☐	☐

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10th	November 10th	3 months
August	September 10th	November 10th	2 months
September	October 10th	November 10th	1 month
October	November 10th	February 10th	3 months
November	December 10th	March 10th	3 months
December	January 10th	April 10th	3 months
January	February 10th	May 10th	3 months
February	March 10th	June 10th	3 months
March	April 10th	July 10th	3 months
April	May 10th	July 10th	2 months
May	June 10th	July 10th	1 month
June	July 10th	July 10th	0 month

COMMUNICATION PAGE

(not an integral page of the Contract)

DATE 5/19/2021 EMAILED TO:
elutz@avondaleaz.gov

Item Number: 3.j.

CITY COUNCIL REPORT

SUBJECT: Resolution 1054-0721 - Intergovernmental Agreement with Arizona Department of Transportation - Right-of-Way Abandonment - 107th Avenue between I-10 and McDowell Road

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:

Initiative: Foster Sustainable Community Development

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

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PURPOSE:

City Council will consider a request to adopt Resolution 1054-0721, authorizing an Intergovernmental Agreement with the Arizona Department of Transportation(ADOT) for Right-of-Way (ROW) Abandonment of a portion of 107th Avenue (currently owned by ADOT), located on the south side of McDowell Road and west of the centerline of 107th Avenue, 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 City is in the process of improving the intersection of 107th Avenue and McDowell Road. As part of the roadway widening/construction project, some of the existing ROW on 107th Avenue is owned by ADOT. The ROW is located on west side of 107th Avenue, south of McDowell Road and North of Interstate 10. This ROW that is owned by ADOT is no longer required by them since there are no future plans for Interstate expansion.

DISCUSSION:

The City will design and construct the widening of McDowell Road and 107th Avenue from McDowell Road to Interstate 10 (I-10), the “City’s Project”. The City’s Project will add a lane in the southbound direction and a northbound dual left turn lane at the 107th Avenue and McDowell Road intersection. At the request and for the benefit of the City, the State will abandon ownership, jurisdiction, and maintenance responsibilities of right of way on 107th Avenue.

BUDGET IMPACT:

This abandonment has no budgetary impact.

RECOMMENDATION:

Staff recommends City Council adopt a Resolution authorizing an Intergovernmental Agreement with ADOT for the abandonment ROW of a portion of 107th Avenue located south of McDowell Road and North of Interstate 10.

RESOLUTION NO. 1054-0721

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA RELATING TO THE DESIGN AND CONSTRUCTION FOR WIDENING OF MCDOWELL ROAD FROM 107TH AVENUE TO INTERSTATE 10.

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

SECTION 1. The Intergovernmental Agreement with the State of Arizona, Department of Transportation, relating to the design and construction widening of McDowell Road from 107th Avenue to Interstate 10 (the "Agreement") 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 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, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1054-0721

[Agreement]

See following pages.

ADOT CAR No.: IGA 20-0008043-I
AG Contract No.: P001 2020 001005
Project Location/Name: 107th Avenue: I-10 to McDowell Road
Type of Work: Maintenance; Abandonment of Right of Way; Access Control
Federal-aid No.: N/A
ADOT Project No.: N/A
TIP/STIP No.:
CFDA No.: 20.205 - Highway Planning and Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF AVONDALE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF AVONDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached and made a part of, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The City will design and construct the widening of McDowell Road and 107th Avenue from McDowell Road to Interstate 10 (I-10), the "City's Project". The City's Project will add a lane in the southbound direction and a northbound dual left turn lane at the 107th Avenue and McDowell Road intersection. At the request and for the benefit of the City, the State will abandon ownership, jurisdiction, and maintenance responsibilities of right of way, as shown in Exhibit A. The City agrees to waive the requirements of Arizona Revised Statutes § 28-7209. The City also agrees to preserve existing rights previously permitted by the State for public utility purposes. The State will retain access control, further defined under Scope of Work, within the area of abandonment. This Agreement will also establish each Party's maintenance responsibilities

THEREFORE, the Recitals set forth above are incorporated into this Agreement and in consideration of the mutual terms expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The Parties agree:

   a. The State will retain existing access control and all other currently existing facilities and structures of the State Transportation System, if any; and shall reserve a perpetual easement for ingress, egress and maintenance of said existing facilities and structures, if any, including, but not limited to: access control and any and all appurtenances thereto, which shall remain intact and under ADOT control, as depicted in the attached Exhibit A, and on maps and plans within the area of abandonment.

   b. As part of this Agreement, ADOT's access control authority may restrict certain access connection opportunities and associated traffic maneuvers across the abandoned right of way to and from abutting land parcels.

   c. For the purposes of this Agreement, access control shall be established in the form of "access control lines" delineated within and along the perimeter of the right of way such that vehicle access connections or traffic maneuvers across such access control lines shall be prohibited. The prohibition of traffic maneuvers across the access control lines shall be effectuated through the permitting of access driveways only within designated driveway openings, and/or through the physical installation of raised traffic separators or medians along such access control line that prevent vehicles from traversing across the access control lines as stipulated in this Agreement.

   d. The access control limits are depicted in Exhibit A, and intent of the access control limits are described as follows:

      i. Vehicular access to owners, occupants, or any other users of abutting lands along 107th Avenue to or from 107th Avenue will not be permitted.

      ii. The ADOT access control line along the east side of 107th Avenue beginning at the I-10 traffic interchange and continuing north will prevent vehicular driveway connections between the I-10 interchange and the southernmost future driveway for the private land parcel on the east side of 107th Avenue. A vehicular driveway connection to the private land parcel on the east side of 107th Avenue shall only be provided across the access control line through the 60-foot access opening located between Station 215+90 and Station 216+50. The ADOT access control line depicted in the center of the roadway between Station 215+40 and 217+00 shall restrict this driveway to right-in/right-out/left-in access only (outbound left turns are prohibited). The ADOT access control line along the east side of 107th Avenue shall recommence at the north edge of the driveway at Station 216+50 and continue north to Station 217+00. The City will retain access connection approval authority north of the new access control line north of Station 217+00.

iii. The ADOT access control line along the west side of 107th Avenue beginning at the I-10 traffic interchange and continuing north to the south edge of the existing Salt River Project (SRP) power substation driveway access will prevent any vehicular driveway connections between the I-10 interchange and the south edge of the existing SRP driveway on the west side of 107th Avenue. A vehicular driveway connection shall be provided for the SRP substation only through the 60-foot access opening located between Station 214+90 and Station 215+50, as depicted in Exhibit A. This driveway shall be permitted only for utility land uses and shall be limited to serve a maximum of 100 daily trips. The ADOT access control line depicted in the center of the roadway with its northern terminus at Station 215+50 in combination with the access control line between Station 215+40 and 217+00 shall restrict this driveway to right-in/right-out access only (inbound and outbound left turns are prohibited).

iv. The ADOT access control line along the west side of 107th Avenue shall continue north from the north edge of the 60-foot opening provided for the SRP power substation at Station 215+50 to the south edge of the southernmost future driveway for the large private land parcel on the west side of 107th Avenue located at Station 215+90. A vehicular driveway connection shall be provided for the southernmost future driveway of the private land parcel on the west side of 107th Avenue only through the 60-foot access opening located between Station 215+90 and Station 216+50. The ADOT access control line depicted in the center of the roadway between Station 215+40 and 217+00 shall restrict this driveway to right-in/right-out/left-in access only (outbound left turns are prohibited). The ADOT access control line along the west side of 107th Avenue shall recommence at the north edge of the driveway at Station 216+50 and shall continue north to Station 217+00. The City will retain access connection approval authority north of the new access control line north of Station 217+00.

v. The City will design and construct an ADOT approved raised channelizing median to restrict the future southernmost access connection for the parcel on the east side of 107th Avenue to right-in/right-out/left-in access only, with outbound left turns prohibited from the east parcel.

vi. The City will design and construct an ADOT approved raised channelizing median to restrict the SRP substation driveway access connection on the west side of 107th Avenue to right-in/right-out access only with inbound and outbound left turns prohibited from the SRP parcel.

vii. The City will design and construct an ADOT approved raised channelizing median to restrict the future southernmost access connection for the large parcel on the west side of 107th Avenue to right-in/right-out/left-in access only with outbound left turns prohibited from the west parcel.

viii. Any future modification of the raised directionally-restrictive median opening between the I-10 traffic interchange and McDowell Road (Station 219+50) that would provide full access to either the east or west parcels abutting 107th Avenue will be prohibited in perpetuity, unless both Parties agree to such modification. Any modifications will require an amendment to this Agreement.

2. The State will:

   a. With approval by Resolution (No. 2020-12-A-058) of the State's Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of right of way, as shown in Exhibit A.

   b. After acceptance by the City of ownership, jurisdiction, and maintenance responsibilities of right of way shown in Exhibit A, automatically be granted continued right of entry approval to access right of way as necessary to perform maintenance responsibilities as may be necessary.

3. The City will:

   a. Waive the requirements of Arizona Revised Statutes Section § 28-7209.

   b. After approval by Resolution (No. 2020-12-A-058) of the State's Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of right of way, as shown in Exhibit A.

   c. Be responsible for any and all future repairs, modifications, maintenance, or damages to ADOT property resulting from the City's Project. Payment for these costs will be made to the State within 30 days of receipt of an invoice from the State.

   d. Maintain in perpetuity all physical elements within the abandoned roadway right of way including, but not limited to, roadway travel lanes, traffic signs and pavement markings, curb and gutter, sidewalks, drainage systems, structures, lighting systems, landscaping, irrigation, etc.

III. MISCELLANEOUS PROVISIONS

1. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

2. Any change or modification to the Project will only occur with the mutual written consent of both Parties.

3. The terms, conditions and provisions of this Agreement shall remain in full force and effect and shall be perpetual, unless assumed by another competent entity.

4. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the City terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project.

5. The City shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the City, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The City's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the City which may be legally imputed to the State by virtue of the State's ownership or possession of land. The City's obligations under this paragraph shall survive the termination of this Agreement.

6. The City acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

7. This Agreement shall be governed by and construed in accordance with Arizona laws.

8. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

9. The City shall retain all books, accounts, reports, files and other records relating to the Agreement for five years after completion of the Project. These documents shall be subject at all reasonable times to inspection and audit by the State. Such records shall be produced by the City at the request of ADOT.

10. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated by reference regarding "Non-Discrimination."

11. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

12. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.

13. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

14. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §35-393.01.

15. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Section
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Avondale
Attn: Suneel Garg, PE
11465 West Civic Center Dr, Suite 120,
Avondale, AZ 85323
623.333.4218
sgarg@avondaleaz.gov

For Project Administration:

Arizona Department of Transportation
TSMO Central Region
2140 West Hilton Avenue
Phoenix, AZ 85009

City of Avondale
Attn: Suneel Garg, PE
11465 West Civic Center Dr, Suite 120,
Avondale, AZ 85323
623.333.4218
sgarg@avondaleaz.gov

For Financial Administration:

Arizona Department of Transportation
TSMO Central Region
2140 West Hilton Avenue
Phoenix, AZ 85009

City of Avondale
Keith Fallstrom, Interim Finance Director
11465 West Civic Center Dr, Suite 120,
Avondale, AZ 85323
623.333.2016
kfallstrom@avondaleaz.go

17. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.

18. In accordance with A.R.S. § 11-952 (D), attached and incorporated in this Agreement is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF AVONDALE

By _____
KENNETH WEISE
Mayor

ATTEST:

By _____
MARCELLA CARRILLO
City Clerk

STATE OF ARIZONA
Department of Transportation

By _____
STEVE BOSCHEN, PE
IDO Division Director

STATE OF ARIZONA
Department of Transportation

By _____
BRENT A. CAIN, PE
TSMO Division Director

ATTORNEY APPROVAL FORM FOR THE CITY OF AVOINDALE

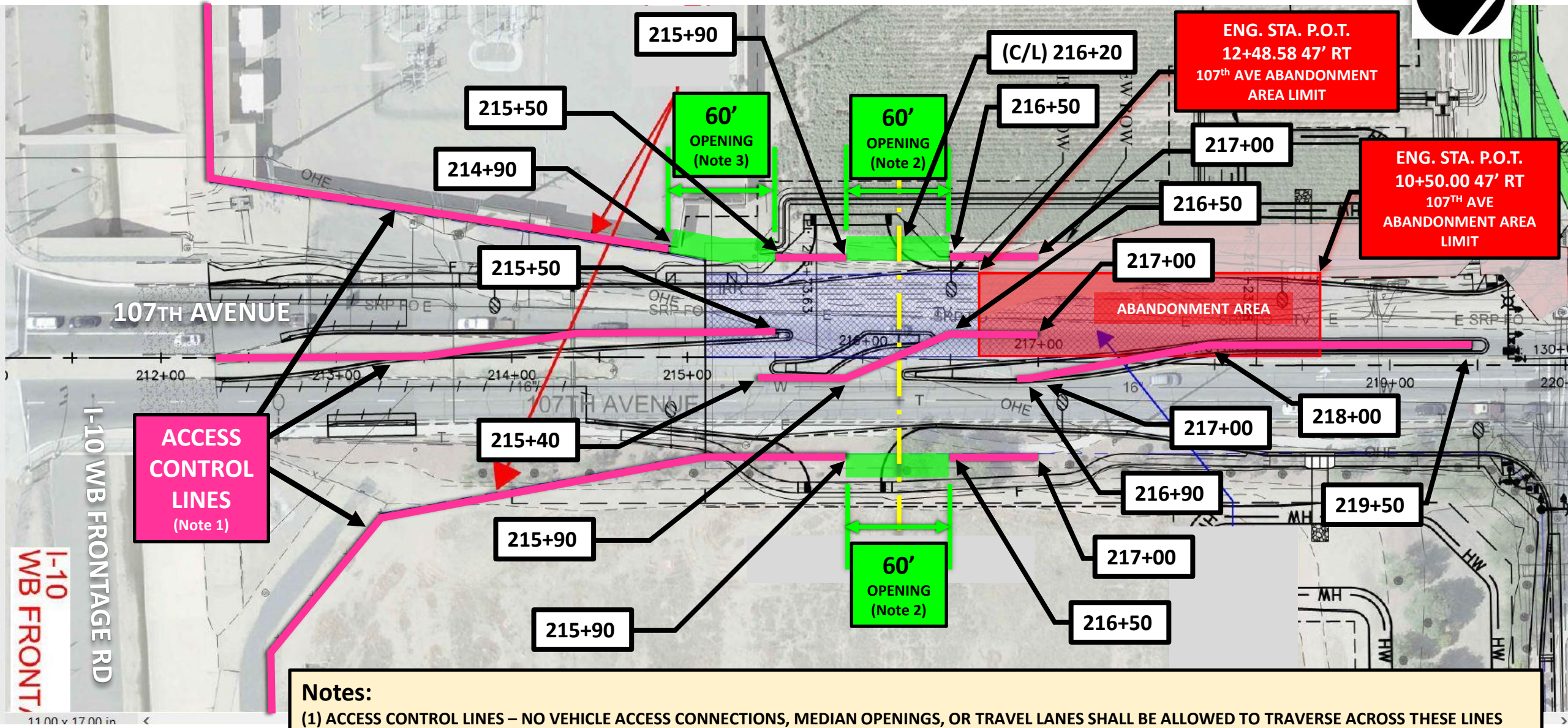
I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF AVONDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

_____ _____

City Attorney Date

IGA 20-0008043-I
EXHIBIT A



Notes:

(1) ACCESS CONTROL LINES – NO VEHICLE ACCESS CONNECTIONS, MEDIAN OPENINGS, OR TRAVEL LANES SHALL BE ALLOWED TO TRAVERSE ACROSS THESE LINES
(2) DRIVEWAY LIMITED TO RIGHT-IN/RIGHT-OUT/LEFT-IN ONLY (NO OUTBOUND LEFT TURNS)
(3) DRIVEWAY LIMITED TO RIGHT-IN/RIGHT-OUT ONLY (NO INBOUND OR OUTBOUND LEFT TURNS – ACCESS LIMITED TO UTILITY LAND USE ONLY)

Item Number: 3.k.

CITY COUNCIL REPORT

SUBJECT: Resolution 1055-0721 - Intergovernmental Agreement - West Valley Mobile Field Force Response Team ("MFFRT")

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1012

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Public Health and Safety - Avondale is a city where all people feel safe and secure, relying on trusted public and community-based resources.

PURPOSE:
City Council will consider a request to adopt Resolution 1055-0721, approving an Intergovernmental Agreement with west valley law enforcement agencies for the creation and participation in the MFFRT and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
Over the past year, national and local events have brought forth the need for law enforcement agencies to work together in supplying resources and equipment. Because of the close relationship of the west valley agencies partnering with other law enforcement projects (Incident Review Team, Southwest Family Advocacy Center, law enforcement services at State Farm Stadium, and the Glendale Regional Public Safety Training Center), the MFFRT concept brought needed resources together in an organized and formal process. The primary goal of the West Valley Mobile Field Force Response Team is to provide a pool of specialized officers who are available to respond to and assist with public demonstrations, events involving large crowds, and those situations needing a more visible police presence.

DISCUSSION:
Incidents needing a greater police presence, such as special events or public demonstrations with large groups of people, require adequately trained officers to manage these situations safely. The Avondale Police Department, just like other west valley agencies, has limited resources to manage these significant special events or incidents. This agreement establishes the basis for the Avondale Police Department to share that responsibility with similar 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 other agencies in the west valley have already approved this agreement in their respective jurisdictions. Additional resources in the valley can be used if needed under mutual aid agreements, including other larger agencies, both local, county, and state departments.

BUDGET IMPACT:

There is no budget impact as current police department staff will be trained and dedicated to participate in the MFFRT using current funds in the police department budget.

RECOMMENDATION:

Staff recommend City Council adopt a resolution approving and Intergovernmental Agreement (IGA) for the creation of the West Valley Mobile Field Force Response Team (MFFRT).

RESOLUTION NO. 1055-0721

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 MOBILE FIELD FORCE 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 Mobile Field Force Response Team ("WVMFFRT") (the "Agreement") is hereby approved in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to 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, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1055-0721

[Agreement]

See following pages.

INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE
WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into by and between the municipal corporations of 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, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA the municipal corporations listed may be referred to as a "Party" and may be referred to collectively as "Parties". The law enforcement agency of the Parties will be referred to as "Agency" or "Agencies".

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. §§ 11-951 *et. seq*. and A.R.S. § 13-3872, and in some instances by city charter provision, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the Parties and Agencies to work together for mutual benefit of the public; and

WHEREAS, it is the desire of the Parties and Agencies to work together and coordinate response to incidents of civil disturbance, public demonstrations, volatile situations of large or intermediate scale, or any event involving large crowds; and

WHEREAS, the locations of each Party's jurisdiction and their proximity to each other makes it advantageous to enter into this IGA in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

For purposes of this IGA, the Agencies of the aforementioned Parties shall hereinafter be known collectively as the West Valley Mobile Field Force Response Team ("MFFRT"). Each West Valley MFFRT Agency shall provide a copy of its fully executed IGA to every other member agency. If any Native American Tribal Government becomes a party to

this IGA and requests MFFRT assistance, all assisting MFFRT team members shall be granted tribal peace officer authority for the duration of the MFFRT activation within the applicable tribal jurisdiction.

II. PURPOSE

The purpose of this Agreement is to create the MFFRT. The primary goal of the MFFRT is to provide a pool of specialized officers available, upon request, to assist in responding to volatile situations, incidents of civil disturbance, public demonstrations or events involving large crowds.

III. ACTIVATION, PROCEDURES AND RESOURCES

Each Agency director shall appoint a MFFRT Leader ("Leader") as well as an Alternate for that Agency who shall be no less than the rank of commander or equivalent, and no less than four (4) sworn officers to be MFFRT Members ("Members"). Each Leader shall be responsible for all training, coordination, and deployment of members from the same Agency, as well as coordination of training and deployment with the other Agencies. Leaders are also responsible for mediating any disagreements between the Agencies during a MFFRT deployment. Each Agency shall notify every other Agency of the name and contact information of that Agency's Leader and Alternate, as well as when that designation or information changes.

Any Agency to the Agreement may request activation or deployment of MFFRT. It shall be the responsibility of the Agency requesting activation to contact assigned Leaders via the law enforcement communications center of each Agency.

The Agency that has jurisdiction over the incident or investigation will remain as the lead agency for the duration of a particular MFFRT deployment with support from MFFRT agencies. From the time of arrival to the time of departure at the incident or investigation location, the Agency providing assistance shall be considered for all purposes (other than joint employee status as required by Article XII of this Agreement) to be under the direction and control of the Agency requesting assistance. In proceeding to and returning from the incident or investigation location, the Agency providing assistance shall not be under the direction and control of the Agency requesting assistance.

Each Agency, if resources are available, shall make at least one sworn law enforcement officer available, along with supporting equipment such as vehicles in support of any MFFRT deployment. In the event a MFFRT Member is not available or as the situation dictates, a MFFRT Agency may provide other sworn officers not designated as MFFRT Members in support of a MFFRT deployment.

Each Agency shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a MFFRT deployment.

IV. 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 West Valley MFFRT, some or all of these expenses may be reimbursed to the Parties as specified in a grant agreement. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. 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. § 5307(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") 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 are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article VI shall survive termination of this Agreement.

VII. INSURANCE.

Each Agency agrees to procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Agreement.

The insurance requirements contained in this Agreement are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The Agencies in no way warrant that the minimum limits are sufficient to protect the Agencies from liabilities

that might arise out of this Agreement. The Agencies are free to purchase additional insurance as they deem necessary.

Minimum Scope and Limits of Insurance: Each Agency shall provide coverage with limits of liability not less than those stated below:

Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

1.	General Aggregate	$2,000,000
2.	Each Occurrence	$1,000,000

Workers' Compensation Insurance. Each Agency shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee and $1,000,000 disease policy limit.

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.

Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to A.R.S. § 11-952.01.

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. EFFECTIVE DATE, 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. 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. Each Agency shall post a notice required pursuant to A.R.S. § 23-1022(E). 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 with A.R.S. §§ 35-393 *et seq*., if applicable. Nothing within this Agreement shall be construed to limit the ability of participating MFFRT 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.

The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.

Neither this IGA nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.

No term or provision in this IGA is intended to create a partnership, joint venture, or agency arrangement between the Parties.

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 documentation 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 West Valley MFFRT Leaders shall compile a list of each Party's contact person, address, and phone number and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

CITY OF AVONDALE, an Arizona municipal corporation

By:_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

Reviewed By:_____
Dale Nannenga, 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 AVONDALE, ARIZONA

By: _____
Nicholle Harris, City Attorney

Date: _____

Item Number: 3.I.

CITY COUNCIL REPORT

SUBJECT: Resolution 1056-0721 - Amendment No. 8 to the Intergovernmental Agreement with Maricopa County Administered by the Human Services Department

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623)333-1012

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

STRATEGIC PLAN:

Public Health & Safety - Partner with key stakeholders to implement integrated community health and wellness programs. The Community Action Program provides critical support to low income households that are experiencing a crisis that may pose an impact to their health and safety.

PURPOSE:

City Council will consider a request to (a) adopt Resolution 1056-0721, approving Amendment No. 8 of the Intergovernmental Agreement (IGA) with the Maricopa County Human Services Department for the provision of the Community Action Program (CAP) services, (b) authorize a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds; and (c) authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

The Community Action Program (CAP) began serving residents of Avondale in 1964. Services are provided to residents of Avondale who, for a variety of reasons, find themselves in financial difficulty. Families who live below the poverty level are often not able to put money aside for a crisis, and find themselves needing assistance when a change in the household occurs, such as a change in employment, medical emergency, divorce, caring for an aging family member or a vehicle expense.

DISCUSSION:

The Community Action Program (CAP) provides support to low income households and families in crisis with utility, rent and mortgage assistance. The service area stipulated under the contract includes: Avondale, Goodyear, Litchfield Park, unincorporated areas north to Glendale Avenue including Litchfield Park and east/south to Laveen and unincorporated areas around but not including Laveen. This is considered the West Central CAP area in Maricopa County.

Maricopa County Human Services Department (MCHSD) continues to receive additional federal funding for the provision of rental and utility assistance services. Currently, our CAP is expending Emergency Rental Assistance (ERA) funds of $5.6 million in direct assistance to service area residents. MCHSD will amend the IGA to extend it from July 1, 2021 through June 30, 2022 and increase funding to Neighborhood and Family Services by $559,320. This amount will enable the Neighborhood and Family Services Department to maintain an increased number of temporary staff to assist in distributing the CAP funds.

BUDGET IMPACT:

The total additional administrative funding provided by Maricopa County is $559,320 to provide Crisis Case Management and Financial assistance services as part of CAP. This will require a transfer of expenditure appropriations from the grant contingency account to provide the expenditure authority for these funds. There is no match required.

RECOMMENDATION:

Staff recommends that City Council adopt a Resolution, approving an amendment to an Intergovernmental Agreement with Maricopa County Human Services Department and authorize the Mayor, City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

RESOLUTION NO. 1056-0721

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN AMENDMENT NO. 8 TO THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR A GRANT AWARD TO OPERATE THE COMMUNITY ACTION PROGRAM

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

SECTION 1. The Amendment No. 8 to the Intergovernmental Agreement between the City of Avondale (the "City") and Maricopa County, Arizona for a grant award to operate the City's Community Action Program for fiscal year 2021-2022 (the "Amendment") is hereby approved substantially in the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The Mayor, the City Manager, the City Clerk, and the City Attorney are hereby authorized and directed to cause the execution of the Amendment 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, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1056-0721

[Amendment]

See following pages.

AMENDMENT NO. 8 TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT AND CITY OF AVONDALE

I. Maricopa County ("County"), administered by its Human Services Department, and the City of Avondale ("Subrecipient"), entered into a financial Intergovernmental Agreement ("Agreement"), which was fully executed on or about August 11, 2016, for the term of July 1, 2016, through June 30, 2017. The purpose of the Agreement is for the County to provide the Subrecipient with funds for the provision of Community Action Program services to include Crisis Case Management and Financial Assistance Services in the Community Service Area (CSA). The County and the Subrecipient collectively are referred to as the "Parties."

The Parties fully executed Amendment No. 1 on or about July 13, 2017, which (among other things) extended the Agreement term and provided funding for the period July 1, 2017, through June 30, 2018. The Parties fully executed Amendment No. 2 on or about July 9, 2018, which (among other things) extended the Agreement term and provided funding for the period July 1, 2018, through June 30, 2019. The Parties fully executed Amendment No. 3 on or about July 25, 2019, which (among other things) extended the Agreement term and provided funding for the period July 1, 2019, through June 30, 2020. The Parties fully executed Amendment No. 4 on or about June 24, 2020, which (among other things) extended the Agreement term and provided funding for the period July 1, 2020, through December 31, 2020. The Parties fully executed Amendment No. 5 on or about August 13, 2020, which (among other things) extended the Agreement Termination date from December 31, 2020 to June 30, 2021. The Parties fully executed Amendment No. 6 on or about February 17, 2021, which provided funding for the period January 1, 2021, through June 30, 2021. The Parties fully executed Amendment No. 7 on or about May 19, 2021, which (among other things) provided additional funding for the period April 1, 2021, through June 30, 2021.

II. The Parties agree to enter into this Amendment No. 8 to amend the Agreement as follows:

A. Amend Section I (General Provisions), Paragraph E (Term/Effective Date/Renewal Life of the Agreement), Subparagraph 1, to add the following sentence: The Agreement may be extended for a fifth term not exceeding one year, upon written agreement of the parties.

B. Extend the Agreement Termination date from July 1, 2021, to and through June 30, 2022.

C. The County shall provide the Subrecipient with $559,320 for the period July 1, 2021, to and through June 30, 2022 ("Period of Availability").

D. Revise Section IV (Compensation), by deleting Paragraph B (Reimbursement) and replacing it with the following:

B. REIMBURSEMENT

1. The Subrecipient shall submit monthly requests for reimbursement by the 15th calendar day of the month following the month close out.

2. The Subrecipient also shall attach sufficient backup to a reimbursement claim, such as a General Ledger or a detailed Expenditure Report, with the included charges identified.

3. All requests for reimbursements shall be submitted to: HSDFINANCE@MARICOPA.GOV

4. The final request for reimbursement must be submitted no later than July 15th.

E. Incorporate into Section V (Attachments) an updated Operating Budget for the Period of Availability, which budget is attached to this Amendment No. 8 and titled "Amendment No. 8 – Attachment B."

III. Section II above contains all the changes made by this Amendment No. 8. All other terms and conditions of the Agreement remain in full force and effect as amended by Amendment Numbers. 1, 2, 3, 4, 5, 6, and 7.

IV. The Parties have authorized the undersigned to execute this Amendment No. 8 on their behalf.

V. This Amendment No. 8 shall be effective upon approval and signature by both Parties.

(Signatures are contained on the following page)

IN WITNESS, the Parties have approved and signed this Amendment No. 8:

APPROVED BY:
SUBRECIPIENT

_____
Mayor Date

Attested To:

_____
City Clerk Date

IN ACCORDANCE WITH A.R.S. §§ 9-240, 9-500.11, 11-952, AND 46-241, ET SEQ., THIS AMENDMENT NO. 8 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO THE CITY OF AVONDALE UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Attorney for the Subrecipient Date

APPROVED BY:
MARICOPA COUNTY

_____
Chairman, Board of Supervisors Date

Attested To:

_____
Clerk of the Board Date

IN ACCORDANCE WITH A.R.S. §§ 11-201, 11-251, AND 11-952, THIS AMENDMENT NO. 8 HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY WHO HAS DETERMINED IT IS PROPER IN FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO MARICOPA COUNTY UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

BY: _____
Deputy County Attorney Date

AMENDMENT NO. 8 - ATTACHMENT B

Operating Budget

Contract Operating Budget -County July 1, 2021, through June 30, 2022

SUBRECIPIENT: City of Avondale

Service: Crisis Case Management and Financial Assistance Services

Revenue Sources	
County*	$559,320
Total Revenues	$559,320

Budget Categories	
Personnel / ERE	$91,008
Professional / Outside Services	$418,912
Travel	$15,300
Materials / Supplies	$2,000
Operating Services	$32,100
Total Expenses	$559,320

Item Number: 3.m.

CITY COUNCIL REPORT

SUBJECT: Resolution 1057-0721 - Amendments to the Personnel Policies and Procedures for Chapter 6 Employee Benefits, Chapter 8 Secondary Employment, and Chapter 9 Appearance and Conduct

MEETING DATE: 7/5/2021

TO: Mayor and Council

FROM: Darcy Lowery, Interim Department Director, (623) 333-2214

THROUGH: Cherlene Penilla, Assistant City Manager, (623) 333-1014

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area: Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

PURPOSE:

City Council will consider a request to adopt Resolution 1057-0721, approving the proposed amendments to the Personnel Policies and Procedures, Chapter 6 Employee Benefits, Chapter 8 Secondary Employment, and Chapter 9 Appearance and Conduct, and authorize the City Manager, City Attorney, and City Clerk to executive the necessary documents. The Council will take appropriate action.

BACKGROUND:

On March 01, 2021, Council approved temporary changes to Chapter 6 Employee Benefits on page 13, Section H Vacation Leave regarding maximum accumulation of vacation time. The change was initially made due to the COVID-19 impact on City operations. It has since been identified that to remain competitive, the increase to the maximum accumulation of vacation hours should be made permanent. Finance has requested that in the same section, “calendar year” be changed to “fiscal year” to reflect established practices. Additionally, an allowance for holiday hours to be paid for any remaining unused hours at the end of the fiscal year is being made for exempt employees who were otherwise unable to take the holiday. Chapters 8 Secondary Employment and Chapter 9 Appearance and Conduct of the City’s Policy and Procedures Manual are being updated to reflect current practices, format, and changes in accordance with state and federal law.

DISCUSSION:

The following are major highlights of the changes to Chapter 6 Employee Benefits:

- Increased the maximum carryover of vacation leave:
  - Eligible fulltime 40-hour employees: 280 hours increased to 320 hours.
  - Fire Battalion Chiefs (56 hour): 392 hours increased to 448 hours (corrected from 504 hours).
- Changed from “Calendar Year” to “Fiscal Year”
- Use of holiday leave – updated language as follows: Exempt employees will be paid for any unused holiday hours remaining at the end of the fiscal year. Non-exempt employees must use holiday hours or they will be forfeited at the end of the fiscal year.
- Removed an example from holiday leave section.

The following are major highlights of the changes to Chapter 8 Secondary Employment:

- Title changed from “Nepotism/Outside Employment” to “Secondary Employment"
- Removed the Nepotism section from Chapter 8 and placed it in Chapter 9
- Updated format to the current chapter policy and procedure format
- Added definitions for “Incompatibility” and “Conflict of Interest”
- Updated verbiage:
  - Section A – Policy Statement
  - Section B – Purpose and Scope
  - Section D – Requirements

The following are major highlights of the changes to Chapter 9 Appearance and Conduct:

- Added the Nepotism section, moving it from Chapter 8 to Chapter 9 and updated language.

BUDGET IMPACT:

There are no direct costs associated with the amendments to the City of Avondale Policies and Procedures.

RECOMMENDATION:

Staff recommends that Council adopt this amendment to the City of Avondale Policies and Procedures.

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CHAPTER 8

~~Nepotism/Outside Employment~~ Secondary Employment

~~A. Employment of a Relative Employment of immediate family, including step-family, will apply at all times to all positions within the City of Avondale. Immediate family members will not be employed in positions where one is in the supervisory chain of the other. Employees who become relatives after appointment will not continue to be employed in violation of this policy. One of the two employees must be appointed to an appropriate vacancy in accordance with these policies or resign. If the two family members cannot determine which one will resign the Department Director shall make the decision based on seniority within that department.~~

A. Policy

1. It is the policy of the City of Avondale to permit employees to hold additional jobs outside their employment with the City subject to certain restrictions based on the following:

   a. Reasonable business concerns of the City.

   b. Preventing conflicts of interest with the secondary employment.

   c. Preventing individuals from holding two positions that are incompatible.

   d. Determined not to be in the best interest of the City as the primary employer.

~~Employees of the City of Avondale may take part-time jobs if there is no conflict with normal working hours, the employees' efficiency in their work is not affected, or there is no conflict with the interest of the City. The following activities, not all-inclusive, are considered to be in conflict or incompatible with City employment:~~

~~1. Any outside employment or activity that conflicts with the employee's City position while on active FMLA or Workers Compensation status.~~

~~2. Any employment, activity, or enterprise which involves the use, for private gain, or use of the City's time, facilities, equipment, or supplies, or the prestige or influence of the City office or equipment;~~

~~3. Any activity which involves receipt or acceptance by an employee of any money or other consideration from anyone other than the City for performance of an act which the employee should be required or be expected to render in the regular course of his/her city employment or his/her duty as an employee;~~

~~4. Any activity which involves a performance of an act other than in the capacity of a City employee which may later be subject to the control, inspection, review, or enforcement by the employee or the department by which he/she is employed; and~~

DRAFT

~~5. Any activity which involves so much of the employee's time that it impairs his/her attendance or efficiency in the performance of his/her duty.~~

~~6. The City Manager will make a final determination as to whether a specific activity is prohibited.~~

B. Purpose and Scope

1. Regular full-time employment by the City is considered an employee's primary occupation and takes precedence over all other occupations.
2. Nothing in this policy should restrict the ability of an employee to be engaged in gainful self-employment of a non-police related capacity as long as the self-employment does not:
   a. Physically or mentally hamper the employee in his/her ability to do the job required by the City.
   b. Reflect discredit on the City ~~service~~ and/or the employee.
   c. ~~Conflict~~ Incompatible with the employee's duties as a City employee.
   d. Creates the possibility of a conflict of interest in violation of Arizona Law.

C. Definitions

1. Secondary employment – any form of employment, business relationship, or activity involving the provision of personal services whether paid or unpaid.
2. Time conflict – exists when the working hours of a secondary job directly conflict with an employee's work schedule, mandatory overtime, or emergency service obligations, if any, or when the demands of a secondary job prohibit adequate rest or otherwise negatively affect the employee's job performance.
3. ~~Conflict of interest~~ Incompatibility – exists when an employee's secondary job tends or appears to compromise the employee's judgment, actions or job performance, or which conflicts with the policies, or operations of the City.
4. Conflict of interest – exists where the employee has a financial interest from the secondary employment that conflicts with their duties and responsibilities in City employment.

D. Requirements~~General Procedures~~

1. The Secondary Work Employment form should be completed and approved prior to working secondary employment.
2. All secondary employment must be reported in accordance with this policy.
3. The City, in its sole discretion, will determine whether or not the secondary employment presents a conflict of interest, incompatibility or time conflict in accordance with this policy.

DRAFT

4. If an employee's secondary employment presents a conflict of interest, incompatibility or time conflict, or if such secondary employment has any potential for negative impact on the City, the employee will be asked to terminate the secondary employment.
5. Employees may not use paid sick leave to perform work for another employer.
6. Fraudulent use of company sick leave or an employee's refusal to comply the City's reasonable request to terminate secondary employment may result in immediate termination of employment with the City.

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CHAPTER 6

Employee Benefits

A. Definitions

Throughout this policy, definitions set out in A.R.S. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the director of the City department to whom the employee is assigned or the department director's designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C.A. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – Leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Full time employee – an employee who works thirty (30) hours or more per week.
7. Non-Exempt employee – an employee who is not an exempt employee.
8. Part-time employee – an employee who works less than thirty (30) hours per week.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. "Sick leave" has the same meaning as "earned paid sick time" as that term is used in A.R.S. §23-371.
10. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.

B. Accumulation of Sick Leave

1. Regular full-time employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period and these hours are accumulated without limit.
2. Regular part-time temporary, and seasonal part-time employees (working less than thirty (30) hours per week) shall receive a bank of forty (40) hours of paid sick leave per year at the commencement of the fiscal year. They shall accrue no other sick leave during the fiscal year.
3. Newly hired regular part-time, temporary, and seasonal part-time employees (working less than thirty (30) hours per week) are eligible to use sick leave from their bank on the ninetieth calendar day after commencing employment.

DRAFT

4. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.

5. Upon hiring any employee, a department director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.

C. Sick Leave Usage

1. Employees may use accrued paid sick leave time for any of the following reasons:

   a. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.

   b. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in A.R.S. §23-371, which is the following:

      1) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;

      2) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;

      3) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;

      4) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or

      5) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

   c. Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. §§23-371 and 23-373.

DRAFT

d. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

e. In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.

2. An employee will not be subject to retaliation or discrimination for using sick leave, so long as the employee complies with City policy.
3. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.
4. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.
5. Sick leave may be taken when approved by the employee's department director according to the notification and documentation procedures of City policy.
6. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.
7. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.
8. Sick leave must be used in increments of not less than fifteen (15) minutes per occurrence for non-exempt employees.

D. Notification

1. An employee shall notify his/her department director as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.

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2. An oral or written request by the employee is acceptable. The following methods may be used:
   a. Telephone call
   b. Email
   c. Text message

      Employees are responsible to ensure text message or email was successfully delivered. Supervisors shall confirm receipt of notification.
3. When possible, the employee shall include the expected duration of the absence in the request.
4. An employee must notify his/her supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.
5. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the Third Party Administrator (TPA) for review. See City Short Term Disability Policy.
6. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the employee will be considered to have abandoned the job.
   a. Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
   b. Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

E. Documentation

1. For earned paid sick time of three or more consecutive workdays, a department director may require reasonable documentation that the earned paid sick time has been used for a reason or purpose set out in the definition of sick leave in this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:

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a. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

b. A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;

c. A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;

d. A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;

e. A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or

f. An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized, but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

F. Compensation for Unused Sick Leave upon Resignation or Retirement.

1. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

2. Compensation upon retirement will be as follows:

   a. Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

   b. Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

   c. Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

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3. Employees who resign from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire.
4. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.
5. An employee may not use sick leave after their last day worked.

G. Family and Medical Leave Act (FMLA)

1. General Provisions

   It is the policy of the City to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

   To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

   a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

   b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

   a. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

      1) The birth of a child and in order to care for that child;

      2) The placement of a child for adoption or foster care and to care for the newly placed child;

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3) To care for a close family member (usually a spouse, child, or parent) with serious health condition; or

4) The serious health condition (described below) of the employee.

   a) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

   b) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

5) Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

6) Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

b. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

c. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

d. The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.

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e. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

f. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

4. Employee Status and Benefits During Leave

a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

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5. Employee Status After Leave

   Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. Use of Paid and Unpaid Leave

   a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.

   b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

7. Intermittent Leave or a Reduced Work Schedule

   a. An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

   b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

   c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember. (*See* §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency as defined in this policy.

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d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible.

1) An employee using intermittent leave due to medical necessity should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday.

2) An employee must notify his/her supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

8. Certification of the Serious Health Condition

a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

b. The City requires certification of a serious health condition.

1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.

2) Failure to provide certification may result in a denial of continuation of FMLA leave.

3) Medical certification may be provided by using the medical certification form.

4) Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

c. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

d. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

9. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

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10. Procedure for Requesting Leave

    a. All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

    b. When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

    c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

    d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisors and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the physician re-certify that the extended leave is medically necessary.

    e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

11. Job Benefits and Protection

    a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

    b. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

    c. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

    d. FMLA makes it unlawful for any employer to:

        1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.

        2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

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e. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

12. Enforcement

a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

b. An eligible employee may bring a civil action against an employer for violations.

c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

H. Vacation Leave

1. Accumulation of Vacation Leave

a. All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

	Tenure	Hours per Pay Period	Hours per Year
Non-Exempt	0-1.99 Years	3.7	96.2
	2-4.99 Years	4.47	116.2
	5-9.99 Years	5.39	140.12
	10-14.99 Years	6.31	164.04
	15 + Years	6.93	180.16

	Tenure	Hours per Pay Period	Hours per Year
Exempt	0-1.99 Years	4.62	120.12
	2-4.99 Years	5.39	140.12
	5-9.99 Years	6.31	164.04
	10 + Years	6.93	180.16

b. All assistant department directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure	**Hours per Pay Period**	**Hours per Year**
First 5 Years	6.31	164.04
5+ Years	6.93	180.18

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c. All department directors, Deputy City Managers, Assistant City Managers and will accrue vacation leave as follows:

Department Directors, Deputy City Managers, and Assistant City Managers	
Hours per Pay Period	**Hours per Year**
6.93	180.18

d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure	**Hours per Pay Period**	**Hours per Year**
0-1.99 Years	11.21	291.46
2-4.99 Years	12.28	319.28
5-9.99 Years	13.57	352.30
10 + Years	14.44	375.30

e. Upon hiring any employee, a department director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.

f. Part-time regular employees are not eligible to accrue vacation leave.

g. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Time

Eligible employees have a maximum accrual of vacation time of 320 hours at the end of the ~~calendar~~fiscal year ~~2020~~. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation time of ~~504~~ 448 hours at the end of the ~~calendar~~fiscal year. ~~**The maximum accrual rates are temporary and will be reviewed by the end of 2021 due to the COVID-19 impact on City operations.**~~

a. Employees must use all hours over the maximum accrual by the end of each ~~calendar~~fiscal year. Employees will lose any vacation leave hours over the maximum accrual amount not used by ~~December 31st of each calendar year~~ June 30 of each fiscal year.

b. Vacation leave accumulated in excess of 320 hours or ~~504~~ 448 hours for Fire Battalion Chiefs as of the last day of the last pay period starting in any ~~calendar~~fiscal year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The

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application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following ~~calendar~~fiscal year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

   Vacation leave shall be taken with the approval of the department director or designee (i.e., immediate supervisor).

   a. Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

   b. During the original probationary period, vacation leave may be granted at the discretion of the department director.

   c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

   Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.

5. Compensation for Vacation Leave

   Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy.

I. Holiday Leave Policy

1. Objectives

   The objectives for the development of the holiday leave policy are:

   a. Equalize the holiday leave allocation, so that each full-time regular employee receives 88 hours of holiday leave hours per fiscal year.

   b. Identify the methods to maximize the number of days that City offices are open to serve citizens.

   c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.

   d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

   a. The annual holiday leave bank for each full-time, regular employee is 88 hours. Part-time, temporary, and seasonal employees are not eligible for holiday compensation or

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holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM -11:59 PM) on the designated holiday.

b. Employees will be provided with a bank of 88 hours (full-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) the second in January for 38 hours (full-time). New hires will receive a prorated number of hours based upon their hire date.

3. Designated Holidays; Floating Holidays

A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 1 of each year. The listing will specify any and all designated holidays for the City.

a. If a designated holiday falls on a scheduled workday, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will be not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

b. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e., vacation or sick leave).

c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. Holidays Eligible for Differential Pay

a. Each June, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).

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b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

5. Use of Holiday Leave

a. It will be the employees' responsibility to monitor their holiday leave usage.

b. In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference.

c. All holiday hours not taken prior to the last day of employment with the City, shall be forfeited.

d. ~~Holiday hours must be used by June 30 of each year or will be forfeited. There will be no "cash out" or carryover of holiday hours.~~ Holiday hours must be used by June 30 of each year. Exempt employees will be paid for any holiday hours remaining at the end of the fiscal year. Non-exempt employees must use their holiday hours, or they will be forfeited.

e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours, or vacation hours to cover a designated holiday, they will be placed in a leave without pay (LWOP) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.

f. Holiday hours and holiday differential pay will not count toward hours worked for purposes of overtime for hourly employees.

6. Certain Police Employees Not Participating

a. Specified Police Employees will not be participating in the holiday leave program set forth above.

1) Those police employees not participating include: Patrol, Detention, Communications, and any other area as recommended by the Chief of Police and HR and approved by the City Manager.

b. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS
INDEPENDENCE DAY LABOR DAY VETERAN'S DAY THANKSGIVING DAY AFTER THANKSGIVING

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CHRISTMAS DAY
NEW YEAR'S DAY
MARTIN LUTHER KING JR. DAY
PRESIDENT'S DAY
MEMORIAL DAY

PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

a. Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.

b. The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

End Result:

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

~~Example 2: Employee works 14 hours on the holiday (Wednesday*) and calls in sick on Monday for the entire shift of 10 hours.~~

~~Time~~	~~Total~~	~~M~~	~~T~~	~~W*~~	~~Th~~	~~F~~	~~S~~	~~Su~~
~~Hours worked~~	~~36~~		~~11~~	~~14~~	~~11~~			
~~Sick Leave~~	~~10~~	~~10~~						

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~~**End Result:**~~

~~Hours worked~~	~~36~~
~~Holiday compensation at straight rate~~	~~8~~
~~Sick leave at straight rate~~	~~10~~
~~Regular Hours at straight rate~~	~~54~~
~~Overtime at 1.5~~	~~0~~
~~Holiday Differential at .5~~	~~7~~

J. Industrial Leave

1. Workers' Compensation Coverage

   The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

   The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

   An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

   An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

   There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

   a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.

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b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

   a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.

   b. Compensation is based on the statutory limit set forth in the Arizona Revised Statutes. The state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.

   c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify Payroll in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

   a. An employee may not leave the state for more than two weeks while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission <u>before</u> the employee leaves the state.

   b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.

   c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

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8. Return to Work
    a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.
    b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.
    c. If returned to work with restrictions, the physician must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.
    d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.
    e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

K. General Leave

1. General leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.
    a. General leave will last for no more than sixty (60) calendar days.
    b. Accrued time off must be exhausted before an employee is eligible to take general leave.
    c. General Leave is not intended for seeking employment outside of the City.
2. Requests for general leave must be approved by the employee's department director and the human resources director
    a. Request for general leave must be in writing and include the purpose, start, and end date of the general leave.
3. General leave is unpaid and not job protected

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a. The department may post to fill the employee's position upon commencement of general leave.

b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.

c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.

4. While on general leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.

5. Vacation and Sick leave will not accrue while the employee is on general leave.

L. Bereavement Leave

1. General

Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five workdays or 40 hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's discretion and with the department director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday or eight hours. Only full-time regular and/or probationary employees are eligible for bereavement leave. Part-time employees are not eligible for bereavement leave.

2. Immediate Family Defined

For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

3. Co-workers

At the discretion of the employee's department director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

M. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay (upon written

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request to the employees department director and submittal of appropriate documentation of military active duty orders), from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority on active duty during training or duty with troops, field exercises, or instruction for a total period not to exceed the lesser of 30 working days or hours times shift based on the Federal government fiscal year in any two consecutive years.

N. Civic Duty Leave

1. General

   Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

   Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

   a. The distance to the work location would preclude timely reporting for the civic duty; or

   b. The employee cannot return to work at least one hour before the end of the work shift;

   c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

   a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

   b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

   An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. Jury and Witness Compensation

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Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any compensation to the City Finance and Budget Department, except for mileage allowance.

O. Victim's Leave

1. Purpose and Eligibility

   The City will allow employees who are victims of crimes to leave work to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §§ 8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Victims Leave

   A request for victim's leave must be made to the immediate supervisor providing as much notice as practical. In making this request, the employee shall provide both of the following documents:

   a. A copy of the form provided to the employee by the law enforcement agency.

   b. A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

   Leave records under this policy shall be maintained in a confidential manner. When using victim's leave, the eligible employee may use accrued sick leave, vacation, or time earned. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager. While there is no maximum amount of time allocated for the victim's leave, the City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

P. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a personnel or disciplinary hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

Q. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 31 days after the first day of the month following the employee's first day of employment.

1. Medical Insurance

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Employees hired in 30-40 hour positions are eligible to elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. Dental Insurance

   Employees hired in 30-40 hour positions are eligible to elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

   Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

   The City may provide optional benefits through payroll deduction.

R. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

S. Workers' Compensation Insurance

1. General

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Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statues.

2. Reporting Period

   All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

   The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

T. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.
2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

U. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.
2. The City may elect to contribute funds to employee's Deferred Compensation Plan

V. Health Savings Account (HSA)

1. General

   Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

   Employees who select a high deductible health plan may be eligible to participate in an HSA.

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3. City Contribution

   The City may elect to contribute funds to employee's HSA accounts.

W. Flexible Spending Arrangements (FSA)

1. General

   Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

   a. Employees may contribute to FSA accounts up to the limit set by the City.

   b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

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CHAPTER 9

Appearance and Conduct

A. Appearance

All employees are required to maintain a clean and well-groomed appearance in conjunction with the position they hold.

1. Department Directors are responsible for enforcing the proper dress, personal appearance, hygiene, and service provided by their department.
2. Employees will wear clothing which is appropriate for the nature of their work as deemed by the Department Director and/or Supervisor.
    a. The City Manager may, at his/her discretion, authorize casual days.

B. Conduct

All employees shall:

1. Treat their co-workers, supervisors, department directors, City Manager, and Council Members with appropriate respect for the position they hold, and carry out all instructions from management to the best of their ability.
2. Conduct themselves in a manner so as to be a credit to the City both on and off duty.
3. Be just and honorable in all their relations with each other. They will not make false reports and statements or gossip to the discredit or injury of another City employee or concerning municipal matters; nor will they act in a manner directed toward creating a disturbance or dissension within City departments.
4. Not consume or have in their possession, while on duty or during any authorized work break, any alcoholic beverages, recreational marijuana, or unlawful drugs.
5. Not possess any gambling devices or paraphernalia on City property with the intent to use the same for an unlawful purpose, nor will employees conduct or attend or make any bet, lottery, or gambling for profit during working hours.
6. Adhere to the City's Chapter 7 Drug and Alcohol Policy to ensure that all employees are free from drug and alcohol abuse. Consequently, the use of alcohol and illegal drugs while on duty is prohibited. The City has a zero tolerance policy against drugs and alcohol. This policy is to ensure a positive and productive work environment.

C. Fraternization

1. Definition

   a. A relationship that falls outside of normal work interactions and communications, which is usually (but not necessarily) romantic or sexual in nature.

2. The City has adopted this section in recognition of its responsibilities to provide guidelines on and caution employees of the potential problems posed by intimate relationships with other employees such as conflicts of interest, interference with productivity of co-workers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate relationship.

3. Restrictions on Employee Conduct

   a. The City does not prohibit consensual relationships between employees, but it does impose the following restrictions:

      1) The City strongly discourages supervisors and directors from engaging in sexual or otherwise intimate relationships with subordinates within the same department and requires the employees involved to disclose the existence of such relationship to the Human Resources Director or the City Manager.

      2) Additionally, supervisors and directors are required to take the steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.

4. Disclosure

   a. Once disclosed, the Human Resources Director and the City Manager must assess the situation and make a recommendation to resolve any actual or potential conflict of interest or impropriety created by the relationship.

   b. Such recommendation may require the supervisor or non-supervisory employee to transfer to another department or facility where the supervisor is prohibited from having any involvement in professional decision-making affecting the partner who transfers.

5. Discipline

   a. Failure to comply with the recommendation to resolve a conflict with this policy can result in discipline up to and including termination of employment.

D. Nepotism

1. ~~Employment of immediate family, including step-family, will apply at all times to all positions within the City of Avondale.~~

2. Immediate family members (including stepfamily) will not be employed in positions where one is in the supervisory chain of the other.

3. Employees who become relatives after ~~appointment~~ being hired and are in the supervisory chain of the other must comply with the following: ~~not continue to be employed in violation of this policy~~.
    a. One of the two employees must be ~~appointed~~ reassigned to an appropriate vacancy in accordance with these policies or resign.
    b. If a reassignment is not available and one of the two employees cannot determine which one will resign, the Department Director shall make the decision based on seniority within that department.

E. Prohibited Conduct

1. Employees are prohibited from engaging in sexual conduct of any kind on City property or on City time.

F. Attendance

Employees are required to be at their assigned work stations prepared to work, on time, and as scheduled each day.

1. If an employee, for some unavoidable reason, cannot report for work, he/she will notify his/her supervisor or department director prior to the first normal duty hour, or within thirty (30) minutes following the time scheduled to report for work.
2. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the employee will be considered to have abandoned the job.
    a. Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
    b. Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.
3. Failure on the part of an employee to comply with these policies will be cause for disciplinary action.

G. Hours of Work

Hours of work will be established by each department director and upon approval of the City Manager.

RESOLUTION NO. 1057-0721

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING CHAPTERS 6, 8 AND 9 OF THE PERSONNEL POLICIES AND PROCEDURES RELATING TO EMPLOYEE BENEFITS.

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

SECTION 1. Chapter 6 – Employee Benefits of the City of Avondale Personnel Policies and Procedures dated July 5, 2021 ("Chapter 6"), is hereby adopted in substantially the form and substance attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. Chapter 8 – Secondary Employment of the City of Avondale Personnel Policies and Procedures dated July 5, 2021 ("Chapter 8"), is hereby adopted in substantially the form and substance attached hereto as Exhibit B and incorporated herein by this reference.

SECTION 3. Chapter 9 – Appearance and Conduct of the City of Avondale Personnel Policies and Procedures dated July 5, 2021 ("Chapter 9"), is hereby adopted in substantially the form and substance attached hereto as Exhibit C and incorporated herein by this reference.

SECTION 4. If any section, subsection, sentence, clause, phrase or portion of this Resolution or any part of Chapter 6, 8, or 9 adopted herein are for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

SECTION 5. 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.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A

TO

RESOLUTION NO. 1057-0721

[Chapter 6]

See following pages.

Avondale
Aspiring. Achieving. Accelerating.

CHAPTER 6

Employee Benefits

A. Definitions

Throughout this policy, definitions set out in A.R.S. §23-371 are incorporated by reference. In addition, the following definitions apply:

1. City – the City of Avondale.
2. Department Director – the director of the City department to whom the employee is assigned or the department director's designee.
3. Employee – an employee of the City.
4. Exempt employee – an employee who is deemed to be exempt from the overtime and maximum hour requirements of the Fair Labor Standards Act, 29 U.S.C.A. § 213, and regulations of the United States Department of Labor.
5. Family Medical Leave (FMLA) – Leave allowed pursuant to the Family Medical Leave Act of 1993 and relevant statutes and regulations.
6. Full time employee – an employee who works thirty (30) hours or more per week.
7. Non-Exempt employee – an employee who is not an exempt employee.
8. Part-time employee – an employee who works less than thirty (30) hours per week.
9. Sick Leave – an approved period of absence granted to an employee according to this policy. "Sick leave" has the same meaning as "earned paid sick time" as that term is used in A.R.S. §23-371.
10. Fiscal year – the 365-day period (or 366 days in the case of a leap year) that commences on July 1 and ends on the next June 30.

B. Accumulation of Sick Leave

1. Regular full-time employees will accrue sick leave at the rate of 3.70 hours per biweekly pay period and these hours are accumulated without limit.
2. Regular part-time temporary, and seasonal part-time employees (working less than thirty (30) hours per week) shall receive a bank of forty (40) hours of paid sick leave per year at the commencement of the fiscal year. They shall accrue no other sick leave during the fiscal year.
3. Newly hired regular part-time, temporary, and seasonal part-time employees (working less than thirty (30) hours per week) are eligible to use sick leave from their bank on the ninetieth calendar day after commencing employment.

4. When an employee is promoted, demoted, or transferred, the employee shall retain all accrued sick leave.
5. Upon hiring any employee, a department director may request that an employee be hired with sick leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.

C. Sick Leave Usage

1. Employees may use accrued paid sick leave time for any of the following reasons:
   a. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care.
   b. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care. For purposes of sick leave usage under this section C, the term "family member" is as defined in A.R.S. §23-371, which is the following:
      1) Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands *in loco parentis*, or an individual to whom the employee stood *in loco parentis* when the individual was a minor;
      2) A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood *in loco parentis* when the employee or employee's spouse or domestic partner was a minor child;
      3) A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
      4) A grandparent, grandchild, or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
      5) Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.
   c. Reasons related to childcare, domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. §§23-371 and 23-373.

d. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

e. In the case of adoption of a minor child, an employee who is a potential or actual adoptive parent may request sick leave to include appointments with adoption agencies, social workers, attorneys, court proceedings, required travel, and any other activities necessary and related to adoption of a minor child.

2. An employee will not be subject to retaliation or discrimination for using sick leave, so long as the employee complies with City policy.
3. An employee will not be required to search for or find a replacement worker to cover the hours during which the employee is using sick leave.
4. Employees are subject to discipline for misuse or abuse of sick leave or for violation of City policy.
5. Sick leave may be taken when approved by the employee's department director according to the notification and documentation procedures of City policy.
6. An absence of three or more days shall be reported to the Human Resources Department to determine if FMLA leave is warranted.
7. Sick leave hours taken will not count toward hours worked for purposes of computing overtime.
8. Sick leave must be used in increments of not less than fifteen (15) minutes per occurrence for non-exempt employees.

D. Notification

1. An employee shall notify his/her department director as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday. The employee shall make a good faith effort to provide notice to the department to which the employee is assigned in advance and make a reasonable effort to schedule the time off in a manner that does not unduly disrupt the operations of the department.

2. An oral or written request by the employee is acceptable. The following methods may be used:
   a. Telephone call
   b. Email
   c. Text message

      Employees are responsible to ensure text message or email was successfully delivered. Supervisors shall confirm receipt of notification.
3. When possible, the employee shall include the expected duration of the absence in the request.
4. An employee must notify his/her supervisor on each day of absence unless a notification includes a specific number of days required for the leave or other arrangements have been made for FMLA. All FMLA must be approved through Human Resources.
5. While on short term disability employees are required to report periodically to the Human Resources Department, at least every thirty (30) days, regarding the status of their medical condition and their intent to return to work. Employees will be required to provide medical evidence substantiating their need for continued leave to the Human Resources Department who will then submit it to the Third Party Administrator (TPA) for review. See City Short Term Disability Policy.
6. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the employee will be considered to have abandoned the job.
   a. Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
   b. Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.

E. Documentation

1. For earned paid sick time of three or more consecutive workdays, a department director may require reasonable documentation that the earned paid sick time has been used for a reason or purpose set out in the definition of sick leave in this policy. Documentation signed by a health care professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section. In cases of domestic violence, sexual violence, abuse or stalking, one of the following types of documentation selected by the employee shall be considered reasonable documentation:

a. A police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse or stalking;

b. A protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared, or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;

c. A signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;

d. A signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;

e. A signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse or stalking; or

f. An employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the leave was taken for one of the purposes of the Victim's Leave section in this policy. The employee's written statement, by itself, is reasonable documentation for absences under this paragraph. The written statement does not need to be in an affidavit format or notarized but shall be legible if handwritten and shall reasonably make clear the employee's identity, and if applicable, the employee's relationship to the family member.

F. Compensation for Unused Sick Leave upon Resignation or Retirement.

1. Compensation upon resignation will be 33.3% of accrued sick leave at the employee's current hourly rate.

2. Compensation upon retirement will be as follows:

   a. Employees with 10 years of continuous service with the City will receive 100% of accrued sick leave up to 250 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

   b. Employees with 15 years of continuous service with the City will receive 100% of accrued sick leave up to 375 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

   c. Employees with 20 years of continuous service with the City will receive 100% of accrued sick leave up to 500 hours at the employee's current hourly rate, or 33.3% of the total balance of accrued sick leave, whichever is greater.

3. Employees who resign from their employment with the City but return to employment with the City within a nine (9) month period shall have any unused or unreimbursed sick leave reinstated upon rehire.
4. Employees who are involuntarily terminated from their employment are not eligible for compensation of accrued sick leave.
5. An employee may not use sick leave after their last day worked.

G. Family and Medical Leave Act (FMLA)

1. General Provisions

   It is the policy of the City to grant up to 12 weeks of FMLA leave during any 12-month period to eligible employees. The City may grant up to a maximum of 26 weeks in a 12-month period for employees taking FMLA Injured Servicemember leave. FMLA may be paid, unpaid or a combination of paid and unpaid leave depending on the circumstances of the leave and as specified in this policy. The City has the right to designate leave, paid or unpaid, as FMLA leave, even if the employee does not request leave as FMLA. Sick leave may be granted under Servicemember Leave of the FMLA and only during this time can sick leave be used.

2. Eligibility

   To qualify to take FMLA leave under this policy, the employee must meet all of the following conditions:

   a. The employee must have worked for the City for 12 months or 52 weeks. The 12 months or 52 weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week.

   b. The employee must have worked at least 1250 hours during the 12-month period immediately before the date when the FMLA leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave will not be counted in determining the 1250 hours eligibility test for an employee under FMLA.

3. Types of Leave Covered

   a. To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

      1) The birth of a child and in order to care for that child;

      2) The placement of a child for adoption or foster care and to care for the newly placed child;

3) To care for a close family member (usually a spouse, child, or parent) with serious health condition; or

4) The serious health condition (described below) of the employee.

   a) An employee may take FMLA leave due to a serious health condition that makes the employee unable to perform the functions of the employee's position. A serious health condition can include inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition which requires continuing care by a licensed health care provider. However, a serious illness may also include other ailments short of hospitalization.

   b) This FMLA leave policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition which, if left untreated, would result in a period of incapacity of more than three days, would be considered a serious health condition.

5) Qualifying Exigency Leave (necessity) arising out of the fact that the spouse, son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

6) Servicemember Family Leave - An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of FMLA leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. During the single 12-month period, an eligible employee shall be entitled to a combined total of 26 work weeks of leave. If both spouses work for the City, each spouse may only take a combined total of 26 workweeks of leave.

b. If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid FMLA leave as provided under this policy, the City may designate all or some portion of related leave taken as FMLA leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

c. Employees with questions about who and what situations are covered under this FMLA leave policy or under the City's sick leave policies are encouraged to consult with the Human Resource Department.

d. The City requires an employee to provide a doctor's certification of the serious health condition. The certification process is outlined in this policy. The City relies heavily on the physician's assessment.

e. An eligible employee can take up to 12 weeks of leave under this policy during any rolling 12-month period. The City will measure the 12-month period forward from the date any employee's first FMLA leave begins. Each time an employee takes leave, the City will compute the amount of leave the employee has taken under this policy and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

f. If spouses both work for the City, and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a child, or parent with a serious health condition, each spouse may each take 12 weeks each of leave.

4. Employee Status and Benefits During Leave

a. While an employee is on leave, the City will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

b. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount it paid for the employee's health insurance premium during the leave period.

c. The employee pays a portion of the dependent health care premium. While on paid leave, the City will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Finance and Budget Department by the 10th day of each month. If the payment is more than 30 days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide 15 days' notification prior to the employee's loss of coverage.

d. If the employee contributes to a dental plan, life insurance, disability plan or any other type of insurance plan the City will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits; provided, however, that the employee shall pay their portion of the premiums. If the employee does not continue these payments, the City will discontinue coverage during the leave and Consolidated Omnibus Budget Reconciliation Act (COBRA) would be offered. If the City maintains coverage, the City will recover the costs incurred for paying the employee's share of any premiums whether or not the employee returns to work.

5. Employee Status After Leave

   Upon return from FMLA leave, an employee is entitled to be returned to the same position held when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

6. Use of Paid and Unpaid Leave

   a. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all sick leave prior to being eligible for short term disability or unpaid leave.

   b. Disability leave for the birth of a child and for an employee's serious health condition, including Workers' Compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA leave. For example, if the City provides six weeks of pregnancy disability leave, the six weeks can be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement.

7. Intermittent Leave or a Reduced Work Schedule

   a. An employee may take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all circumstances, the leave may not exceed a total of 12 work weeks over a rolling 12-month period. For the birth of a child, the employee may take up to 12 consecutive work weeks.

   b. The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, for FMLA leave for the employee or employee's family member that is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

   c. Eligible employees may take FMLA leave on an intermittent or reduced schedule basis when medically necessary due to the serious health condition of a covered family member or the employee or the serious injury or illness of a covered servicemember. (*See* §825.202). Eligible employees may also take FMLA leave on an intermittent or reduced schedule basis when necessary because of a qualifying exigency as defined in this policy.

d. Employees using intermittent leave or leave on a reduced schedule must make a reasonable effort to avoid disrupting operations, including scheduling doctor's appointments outside of work hours, if possible.

1) An employee using intermittent leave due to medical necessity should notify his/her supervisor as soon as he/she knows that he/she will be unable to work, but no later than the starting time of the employee's workday.

2) An employee must notify his/her supervisor on each day of absence unless other arrangements have been made. Human Resources should be contacted if there are additional questions on intermittent leave.

8. Certification of the Serious Health Condition

a. A serious health condition means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider.

b. The City requires certification of a serious health condition.

1) The employee shall make every effort to respond to such a request within 15 calendar days of the request or provide a reasonable explanation for the delay.

2) Failure to provide certification may result in a denial of continuation of FMLA leave.

3) Medical certification may be provided by using the medical certification form.

4) Request for a medical certificate must be made in writing as part of the City's response to employee request for FMLA leave.

c. If the employee plans to take intermittent FMLA leave or work a reduced schedule, the certification must also include dates and the duration of treatment as well as a statement of medical necessity for taking intermittent FMLA leave or working a reduced schedule.

d. The City has the right to ask for a second opinion if it has reason to doubt the certification. The City will pay for the employee to get a certification from a second doctor, which the City will select. The employee will be temporarily entitled to leave and benefits under the FMLA pending the second opinion.

9. Certification related to active duty orders or call to active duty.

The City may require that a request under active duty or call to active duty be supported by either a leave certification or military orders at such time and in such manner as prescribed by Federal law. Please consult with the Human Resources Department for current Federal guidelines regarding notification and documentation.

10. Procedure for Requesting Leave

    a. All employees requesting leave under this policy must provide notice with an explanation of the reason(s) for the needed leave to the Human Resources Department as soon as practicable. If the leave is foreseeable, the employee is required to provide a written request for leave and reasons(s) to the Human Resources Department. The City will provide individual notice of rights and obligations to each employee requesting leave as soon as practicable.

    b. When an employee plans to take leave under this policy, the employee must give the City 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practicable. An employee who is to undergo planned medical treatment is required to make a reasonable effort to schedule the treatment in order to minimize disruptions to the City's operations.

    c. While on leave, employees must report periodically to the Human Resources Department regarding the status of the medical condition and their intent to return to work.

    d. Employees who are unable to return to work at the end of the expected FMLA leave should notify their supervisors and Human Resources in writing at least two (2) weeks in advance or as soon as possible and must have the physician re-certify that the extended leave is medically necessary.

    e. If an employee does not provide proper notification to Human Resources, the employee will be considered to have abandoned the job and may be subject to disciplinary action up to and including termination.

11. Job Benefits and Protection

    a. For the duration of FMLA leave, the employer must maintain the employee's health coverage under the "group health plan" unless requested in writing from the employee or other legal directives given.

    b. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

    c. The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

    d. FMLA makes it unlawful for any employer to:

        1) Interfere with, restrain, or deny the exercise of any right provided under FMLA.

        2) Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

e. Notwithstanding the exhaustion of FMLA leave, an employee may be granted additional leave as required under the Americans with Disabilities Act. As an accommodation, additional leave may be granted based on medical necessity and the City's requirements/ability to accommodate. Accommodations will be evaluated upon request.

12. Enforcement

a. The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.

b. An eligible employee may bring a civil action against an employer for violations.

c. FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law which provides greater family or medical leave rights.

H. Vacation Leave

1. Accumulation of Vacation Leave

a. All full-time employees, excluding sworn firefighters, will accrue vacation leave as follows:

	Tenure	Hours per Pay Period	Hours per Year
Non-Exempt	0-1.99 Years	3.7	96.2
	2-4.99 Years	4.47	116.2
	5-9.99 Years	5.39	140.12
	10-14.99 Years	6.31	164.04
	15 + Years	6.93	180.16

	Tenure	Hours per Pay Period	Hours per Year
Exempt	0-1.99 Years	4.62	120.12
	2-4.99 Years	5.39	140.12
	5-9.99 Years	6.31	164.04
	10 + Years	6.93	180.16

b. All assistant department directors will accrue vacation leave as follows:

ASSISTANT DEPARTMENT DIRECTORS		
Tenure	**Hours per Pay Period**	**Hours per Year**
First 5 Years	6.31	164.04
5+ Years	6.93	180.18

c. All department directors, Deputy City Managers, Assistant City Managers and will accrue vacation leave as follows:

Department Directors, Deputy City Managers, and Assistant City Managers	
Hours per Pay Period	**Hours per Year**
6.93	180.18

d. Battalion Chiefs working a 56-hour schedule

Battalion Chiefs		
Tenure	**Hours per Pay Period**	**Hours per Year**
0-1.99 Years	11.21	291.46
2-4.99 Years	12.28	319.28
5-9.99 Years	13.57	352.30
10 + Years	14.44	375.30

e. Upon hiring any employee, a department director may request that an employee be hired with vacation leave already established up to a maximum of 80 hours for employees below the rank of department directors and 120 hours for department directors and above. The Human Resources Director must review and approve this request prior to any official written offer of employment.

f. Part-time regular employees are not eligible to accrue vacation leave.

g. Vacation leave hours taken will not count toward hours worked for purposes of computing overtime.

2. Maximum Accumulation of Vacation Time

Eligible employees have a maximum accrual of vacation time of 320 hours at the end of the fiscal year. Fire Battalion Chiefs assigned to a 24-hour shift schedule will have a maximum accrual of vacation time of 448 hours at the end of the fiscal year.

a. Employees must use all hours over the maximum accrual by the end of each fiscal year. Employees will lose any vacation leave hours over the maximum accrual amount not used by June 30 of each fiscal year.

b. Vacation leave accumulated in excess of 320 hours or 448 hours for Fire Battalion Chiefs as of the last day of the last pay period starting in any fiscal year shall be forfeited, unless the City Manager authorizes an exception in an individual case. The application for exception submitted through the Human Resources Department shall contain a plan to use the excess hours during the following fiscal year, pay the employee for the excess hours or a combination of both.

3. Use of Vacation Leave

   Vacation leave shall be taken with the approval of the department director or designee (i.e., immediate supervisor).

   a. Vacation will only be granted during such time as it is not disruptive to the work schedule of the department concerned.

   b. During the original probationary period, vacation leave may be granted at the discretion of the department director.

   c. Vacation leave granted shall not exceed an employee's accrued balance.

4. Vacation Sell Back

   Employees may be paid for a portion of accrued vacation. See Administrative Policy 40 (AP-40) for guidelines.

5. Compensation for Vacation Leave

   Compensation upon separation from the City will be 100% of accrued vacation leave at the employee's current hourly rate. An employee may not use vacation leave after their last day worked. Vacation will be paid per City policy.

I. Holiday Leave Policy

1. Objectives

   The objectives for the development of the holiday leave policy are:

   a. Equalize the holiday leave allocation, so that each full-time regular employee receives 88 hours of holiday leave hours per fiscal year.

   b. Identify the methods to maximize the number of days that City offices are open to serve citizens.

   c. Ensure that the adoption of a Green Friday schedule or other alternate schedule does not increase the cost of doing business for the City.

   d. Implement a system to increase the flexibility for employees to utilize their holiday compensation.

2. Accumulation of Holiday Leave

   a. The annual holiday leave bank for each full-time, regular employee is 88 hours. Part-time, temporary, and seasonal employees are not eligible for holiday compensation or holiday differential pay. For the purposes of this policy, the holiday will be defined as the 24-hour period (12:00 AM -11:59 PM) on the designated holiday.

   b. Employees will be provided with a bank of 88 hours (full-time) per fiscal year (July 1-June 30) to utilize for holiday compensation for designated holidays or floating

holidays as set forth below. The leave banks will be populated during the first payroll period in July and January. The first allocation will be in July for 50 hours (full-time) the second in January for 38 hours (full-time). New hires will receive a prorated number of hours based upon their hire date.

3. Designated Holidays; Floating Holidays

   A listing of City-designated holidays will be prepared for each fiscal year. This listing will be included in the Administrative Policy and posted no later than June 1 of each year. The listing will specify any and all designated holidays for the City.

   a. If a designated holiday falls on a scheduled workday, employees will be required to use their holiday leave to cover their scheduled work hours. Employees required to work on a designated holiday due to business need, or who are not scheduled to work on a designated holiday, will be not be required to utilize their holiday leave. Any holiday leave hours not used for designated City holidays shall be considered floating holiday leave.

   b. In the event an employee is on paid leave when a holiday occurs, the employee shall receive no pay in addition to holiday pay. Therefore, the employee shall not be charged with applicable paid leave time (i.e., vacation or sick leave).

   c. Floating holiday leave shall be approved to be used at such a time that is mutually agreeable to the employee and the employee's supervisor. Holiday leave will not be available for use on an unplanned or call-in basis.

4. Holidays Eligible for Differential Pay

   a. Each June, a listing will be included in the Administrative Policy of any holidays that will be paid a holiday differential. Non-exempt employees who are required to work on one of the listed holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays. This compensation may be in overtime or compensatory time, depending on the needs of the department (compensatory time guidelines have been established in Chapter 5 of the City of Avondale Policies & Procedures Policy Manual) The additional compensation would only be for the actual day of the holiday, not the Friday or Monday before or after (example: July 4th is on a Sunday; employees working on July 4th would be eligible for additional compensation; employees working on July 3rd or 5th would not).

   b. Exempt employees would not be eligible for any additional compensation if required to work on one of the holidays eligible for differential pay.

5. Use of Holiday Leave

   a. It will be the employees' responsibility to monitor their holiday leave usage.

b. In the event that the employee does not have enough holiday hours in her/his bank to cover a full day's absence, vacation hours or compensatory time will be used to make up the difference.

c. All holiday hours not taken prior to the last day of employment with the City, shall be forfeited.

d. Holiday hours must be used by June 30 of each year. Exempt employees will be paid for any holiday hours remaining at the end of the fiscal year. Non-exempt employees must use their holiday hours, or they will be forfeited.

e. In the event that an exempt or non-exempt employee does not have either holiday hours, compensatory hours, or vacation hours to cover a designated holiday, they will be placed in a leave without pay (LWOP) status. This will mean that both an exempt and nonexempt employee will have the uncompensated hours deducted to cover their absence.

f. Holiday hours and holiday differential pay will not count toward hours worked for purposes of overtime for hourly employees.

6. Certain Police Employees Not Participating

a. Specified Police Employees will not be participating in the holiday leave program set forth above.

1) Those police employees not participating include: Patrol, Detention, Communications, and any other area as recommended by the Chief of Police and HR and approved by the City Manager.

b. Specified Police Employees will receive 8 hours of compensation for each of the following holidays as they occur in the calendar:

SPECIFIED POLICE EMPLOYEE HOLIDAYS
INDEPENDENCE DAY LABOR DAY VETERAN'S DAY THANKSGIVING DAY AFTER THANKSGIVING CHRISTMAS DAY NEW YEAR'S DAY MARTIN LUTHER KING JR. DAY PRESIDENT'S DAY MEMORIAL DAY PERSONAL DAY TO BE SCHEDULED BY EMPLOYEE

a. Specified Police Employees will have one 8-hour personal day to schedule at their discretion with their supervisor each fiscal year. Personal days and holidays will not be carried over into a new fiscal year. A personal day (8 hours) will be given to the employee on July 1 of each fiscal year. New hires will receive a personal day upon their hire. The personal day must be scheduled in the fiscal year it is earned. Unused personal days will not be paid out at the end of the fiscal year or upon resignation of the employee.

b. The Specified Police Employee holiday hours set forth above will not count as hours worked for the purpose of overtime compensation. Employees who are required to work on designated holidays shall be given, in addition to regular hourly rate, holiday differential pay equal to one-half of their regular straight-time hourly rate for hours worked on designated holidays.

Example 1: Employee works 14 hours on the holiday (Wednesday*) and works three other days in the week.

Time	Total	M	T	W*	Th	F	S	Su
Hours worked	46	10	11	14	11			

End Result:

Hours worked	46
Holiday compensation at straight rate	8
Regular Hours at straight rate	40
Overtime at 1.5	6
Holiday Differential at .5	14

J. Industrial Leave

1. Workers' Compensation Coverage

   The City provides Workers' Compensation insurance coverage to employees at no cost. If an injury or illness is determined to be job related, the employee will receive medical benefits and, if eligible, temporary compensation.

2. Determination of Compensability

   The City's Workers' Compensation carrier will determine compensability for workplace injuries and illnesses.

3. Separation During a Claim

   An individual who separates from City employment will only be entitled to the compensation required under Arizona Workers' Compensation Law.

4. Filing a Claim

An injury or illness is covered under Workers' Compensation if it is determined to be job related. It is the employee's responsibility to make sure the injury is reported to his/her supervisor as soon as possible. A claim must be filed within one year of the date of injury. It is the employee's responsibility to ensure the claim has been filed. The supervisor will work with the Risk Management department to provide information to assist in filing the claim. Risk Management will serve as the point person for employees with questions regarding Workers' Compensation.

5. Types of Claims

   There are two types of Workers' Compensation claims. One is called a "medical only" claim, which means that only medical expenses are paid. The other is called a "time lost" claim. This means that both medical expenses and temporary compensation benefits for lost wages are paid.

   a. "Medical only" claims are those types of claims for which the insurance company will pay all of the medical expenses associated with the injury, but will not pay compensation benefits for lost wages, as the employee did not lose more than seven days' time from work.

   b. "Time lost" claims are those claims in which the treating doctor states that the employee is unable to work due to their injury and employee is off work more than seven days. The employee would then be eligible for compensation for their lost wages. The days off do not have to be consecutive (in a row) but are cumulative (total). Entitlement to compensation is based on calendar days (not workdays) and includes Saturdays, Sundays and holidays.

6. Compensation for Time Lost Claims

   a. The first seven days are not paid for lost wages unless the disability extends to 14 days. For example: If the employee is off ten days, they get paid for days eight, nine and ten only. If the employee is off 14 full days, compensation is retroactive (goes back) to the date of injury and is paid for 14 days. Compensation is not generally paid for the date of injury, as the employee was working that day and was typically compensated already for that day.

   b. Compensation is based on the statutory limit set forth in the Arizona Revised Statutes. The state law establishes a maximum wage figure which can be used to calculate the average monthly wage. This compensation is tax-free to the employee. Payments will be administered through the City's payroll system and will be issued on a bi-weekly basis.

   c. Sick time or vacation time may be utilized to cover the seven-day waiting period or to supplement their Workers' Compensation payments. Employees will need to notify

Payroll in writing if they wish to utilize sick time or vacation time to cover their waiting period or supplement their wages.

7. Requirements While Under Workers' Compensation

   a. An employee may not leave the state for more than two weeks while under active medical treatment without approval from the Arizona Industrial Commission. If the employee is planning to be outside the state for more than two weeks, the employee must have written approval from the Arizona Industrial Commission before the employee leaves the state.

   b. Employees are not permitted to engage in outside employment while receiving Workers' Compensation from the City of Avondale unless written permission is granted from Human Resources and Risk Management.

   c. FMLA leave, if eligible, will run consecutively while on Workers' Compensation. While under active medical care, the insurance company has the right to have the employee periodically examined, at a reasonably convenient time and place, by a doctor of its choosing. Failure to attend the examination could result in suspension of Workers' Compensation benefits and the employee could be required to pay for the cost of the missed examination.

8. Return to Work

   a. While under active medical care, a doctor may release an employee to return to modified duty or to the employee's regular job.

   b. If released to regular duty, an employee must be able to perform the essential functions of the employee's job, with or without reasonable accommodations. If an employee requires accommodations, Human Resources will coordinate an evaluation of the employee's ability to return to the workplace.

   c. If returned to work with restrictions, the physician must provide in writing a detailed outline of what the restrictions are and the duration of those restrictions. Human Resources, Risk Management, and the department will work together to determine if there is work available that meets the restrictions outlined. Modified duty is not guaranteed. It will be up to the City to determine if work is available. At no time will an employee be allowed to be on modified duty for a period of time greater than twelve (12) months from the date of injury or date of onset of illness. Modified duty work would no longer be available once an employee is medically able to return to his or her regular job.

   d. If an employee fails to accept a modified duty work assignment that he or she is medically capable of performing, his or her compensation benefits may be reduced or eliminated by the City.

e. Risk Management may require a fit for duty evaluation before an employee is returned to regular duty.

K. General Leave

1. General leave may be requested for personal reasons that are not covered by the FMLA. This leave is not intended for employees needing time away from work for their own medical condition.
   a. General leave will last for no more than sixty (60) calendar days.
   b. Accrued time off must be exhausted before an employee is eligible to take general leave.
   c. General Leave is not intended for seeking employment outside of the City.
2. Requests for general leave must be approved by the employee's department director and the human resources director
   a. Request for general leave must be in writing and include the purpose, start, and end date of the general leave.
3. General leave is unpaid and not job protected
   a. The department may post to fill the employee's position upon commencement of general leave.
   b. If the employee's position remains open at the end of their approved leave period, they will be reinstated to their position. If the position is no longer available, then they will be allowed a period of 28 calendar days to apply competitively for any open position as an internal candidate.
   c. If the employee fails to return to work or communicate timely with Human Resources at the end of their approved leave period, it will be deemed job abandonment and they will be terminated.
4. While on general leave the employee may select continuation of benefits by paying the full premium for coverage (i.e., employee and employer premiums). Some benefits may not be continued.
5. Vacation and Sick leave will not accrue while the employee is on general leave.

L. Bereavement Leave

1. General

   Upon the death of an employee's immediate family member, an employee may be granted paid bereavement leave not to exceed five workdays or 40 hours. Additional hours beyond the limit may be charged to an employee's sick leave or vacation leaves at the employee's

discretion and with the department director's approval. Upon the death of an employee's aunt, uncle, cousin, niece, or nephew, an employee may be granted paid bereavement leave not to exceed one workday or eight hours. Only full-time regular and/or probationary employees are eligible for bereavement leave. Part-time employees are not eligible for bereavement leave.

2. Immediate Family Defined

   For purposes of bereavement leave, "immediate family" shall refer to a spouse, son, son in-law, daughter, daughter in-law, mother, mother in-law, father, father in-law, brother, brother in-law, sister, sister in-law, grandparent, grandparent in-law, grandchild or step-child, step-parent, step-brother or step-sister.

3. Co-workers

   At the discretion of the employee's department director, an employee may be granted up to four (4) hours of bereavement leave for attendance at a co-worker's funeral or memorial service.

M. Military Leave

All regular employees who are or may be members of the National Guard or the Military Reserves (U.S. Armed Forces) will be entitled to leave of absence with pay (upon written request to the employees department director and submittal of appropriate documentation of military active duty orders), from their respective duties on all days during which they are employed with or without pay under the orders of or authorization of competent authority on active duty during training or duty with troops, field exercises, or instruction for a total period not to exceed the lesser of 30 working days or hours times shift based on the Federal government fiscal year in any two consecutive years.

N. Civic Duty Leave

1. General

   Upon substantiated application, an employee shall be granted leave with pay as civic duty leave while serving as a juror, complying with a subpoena, or voting.

2. Use of Civic Duty Leave

   Except for voting pursuant to ARIZ. REV. STAT. § 16-401 (primary elections) or ARIZ. REV. STAT. § 16-402, (general elections) as amended, an employee granted civic duty leave shall report for work whenever the employee's presence is not required for the civic duty, unless:

   a. The distance to the work location would preclude timely reporting for the civic duty; or

   b. The employee cannot return to work at least one hour before the end of the work shift;

c. Civic duty leave will not count towards hours worked for purpose of computing overtime.

3. General Election Day

a. The biannual general election day (the first Tuesday following the first Monday in November of every even-numbered year) is not a legal holiday. However, every public officer or employee is entitled to have adequate time to vote, as set forth in ARIZ. REV. STAT. § 16-402, as amended. The three consecutive hours immediately after the opening or the three consecutive hours prior to the closing of the polls is provided for this purpose.

b. Arrangements must be made with the supervisor prior to general election day and the supervisor may determine which hours are more suitable in accordance with the needs of the department.

4. Appearance as a Witness

An employee who is subpoenaed as a witness by any court or administrative, executive, or judicial body in this state may be absent with pay unless the testimony or evidence to be given relates to the employee's own personal business.

5. Jury and Witness Compensation

Employees who are granted civic duty leave when called for jury duty or subpoenaed as a witness shall remit any compensation to the City Finance and Budget Department, except for mileage allowance.

O. Victim's Leave

1. Purpose and Eligibility

The City will allow employees who are victims of crimes to leave work to exercise their right to be present at legal proceedings related to the crimes in accordance with Arizona State Victim's Leave Law (ARIZ. REV. STAT. §§ 8-420, 13-4439, 23- 373) as amended. Any City employee is eligible for leave under this policy, except if the employee's family member is the victim and the employee is in custody for an offense or is the accused.

2. Use of Victims Leave

A request for victim's leave must be made to the immediate supervisor providing as much notice as practical. In making this request, the employee shall provide both of the following documents:

a. A copy of the form provided to the employee by the law enforcement agency.

b. A copy of the notice of each scheduled proceeding that is provided to the victims by the responsible agency.

Leave records under this policy shall be maintained in a confidential manner. When using victim's leave, the eligible employee may use accrued sick leave, vacation, or time earned. Compensatory time earned may be used for non-exempt employees to remain in a pay status while absent from work. If the employee has exhausted all accrued leave balances or if the employee is not benefit eligible, the leave of absence shall be unpaid and need to be approved by the City Manager. While there is no maximum amount of time allocated for the victim's leave, the City reserves the right to limit the leave provided under state law if the employees' absence from work creates an undue hardship to City business.

P. Administrative Leave

The Human Resources Department may authorize the granting of administrative leave to temporarily relieve an employee of his/her duties during an investigation and/or pending the outcome of a personnel or disciplinary hearing. Administrative leave may be authorized with or without pay depending upon the specific circumstance.

Q. Health, Dental, Life and Optional Insurances

Subject to the approval of City Council, the City provides health, dental and life insurance to regular status full-time employees. Insurance coverage begins 31 days after the first day of the month following the employee's first day of employment.

1. Medical Insurance

   Employees hired in 30-40 hour positions are eligible to elect coverage under the City's medical insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's medical insurance plans.

2. Dental Insurance

   Employees hired in 30-40 hour positions are eligible to elect coverage under the City's dental insurance plans. Employees may elect to cover their dependents at the cost which has been negotiated by the City and the insurance carrier. The City may elect to pay a portion of the dependent's coverage. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's dental insurance plans.

3. Life Insurance

   Employees hired in 30-40 hour positions are covered by the City's basic life insurance plan. These employees may purchase additional life insurance. Employees hired in a position with hours less than 30 hours are not eligible to enroll in the City's life insurance plans.

4. Optional Insurance Benefits

The City may provide optional benefits through payroll deduction.

R. Continuation of Health Insurance under Consolidated Omnibus Budget Reconciliation Act ("COBRA")

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the City, the employee is entitled to continue participating in the City's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as an employee's divorce or death, the length of coverage period may be longer for qualified dependents.) COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, he/she must pay the total applicable premium plus a 2% administrative fee. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions, or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

S. Workers' Compensation Insurance

1. General

   Workers' Compensation provides a medical and hospitalization expenses benefit as well as partial payment in lieu of salary for workers injured on the job. All City employees are covered by this form of insurance at no cost to the employee from the first day of employment. Benefits are based on the statutory limit set forth in the Arizona Revised Statues.

2. Reporting Period

   All job-related personal injuries to employees must be reported to Risk Management within 24 hours of the time the accident occurred.

3. Choice of Care Provider

   The City has the right to request that an employee injured on the job, seek medical assistance from a doctor of the City's choice.

T. Retirement Plans

1. Enrollment in the Arizona State Retirement System or the Public Safety Personnel Retirement System or the Correctional Officers Retirement Plan will be determined based upon eligibility. The Public Safety Personnel Retirement System is for certified peace officers and firefighters.

2. Deductions for all plans are made from each pay period. The amount of the City's contributions, as well as employee contributions, is determined by state legislation.

U. Deferred Compensation Plans

1. Under this optional plan area several types of programs governed by Internal Revenue Service (IRS) an employee may choose to defer a portion of his/her income through payroll deduction. By deferring income, an employee may lower the income tax they currently pay.
2. The City may elect to contribute funds to employee's Deferred Compensation Plan

V. Health Savings Account (HSA)

1. General

   Health Savings Accounts (HSA) were created by Public Law 108-173, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003. HSA is designed to help individuals save for qualified medical and retiree health expenses on a tax-advantaged basis.

2. Employee Choice

   Employees who select a high deductible health plan may be eligible to participate in an HSA.

3. City Contribution

   The City may elect to contribute funds to employee's HSA accounts.

W. Flexible Spending Arrangements (FSA)

1. General

   Health Flexible Spending Arrangements and Dependent Care Flexible Spending Arrangements (FSA) allow employees to be reimbursed for medical expenses.

2. Process

   a. Employees may contribute to FSA accounts up to the limit set by the City.

   b. No employment or federal income taxes are deducted from employee contributions to FSA accounts.

EXHIBIT B

TO

RESOLUTION NO. 1057-0721

[Chapter 8]

See following pages.

CHAPTER 8

Secondary Employment

A. Policy

1. It is the policy of the City of Avondale to permit employees to hold additional jobs outside their employment with the City subject to certain restrictions based on the following:
   a. Reasonable business concerns of the City.
   b. Preventing conflicts of interest with the secondary employment.
   c. Preventing individuals from holding two positions that are incompatible.
   d. Determined not to be in the best interest of the City as the primary employer.

B. Purpose and Scope

1. Regular full-time employment by the City is considered an employee's primary occupation and takes precedence over all other occupations.
2. Nothing in this policy should restrict the ability of an employee to be engaged in gainful self-employment of a non-police related capacity as long as the self-employment does not:
   a. Physically or mentally hamper the employee in his/her ability to do the job required by the City.
   b. Reflect discredit on the City and/or the employee.
   c. Incompatible with the employee's duties as a City employee.
   d. Creates the possibility of a conflict of interest in violation of Arizona Law.

C. Definitions

1. Secondary employment – any form of employment, business relationship, or activity involving the provision of personal services whether paid or unpaid.
2. Time conflict – exists when the working hours of a secondary job directly conflict with an employee's work schedule, mandatory overtime, or emergency service obligations, if any, or when the demands of a secondary job prohibit adequate rest or otherwise negatively affect the employee's job performance.
3. Incompatibility – exists when an employee's secondary job tends or appears to compromise the employee's judgment, actions or job performance, or which conflicts with the policies, or operations of the City.

4. Conflict of interest – exists where the employee has a financial interest from the secondary employment that conflicts with their duties and responsibilities in City employment**.**

D. Requirements

1. The Secondary Work Employment form should be completed and approved prior to working secondary employment.
2. All secondary employment must be reported in accordance with this policy.
3. The City, in its sole discretion, will determine whether or not the secondary employment presents a conflict of interest, incompatibility or time conflict in accordance with this policy.
4. If an employee's secondary employment presents a conflict of interest, incompatibility, or time conflict, or if such secondary employment has any potential for negative impact on the City, the employee will be asked to terminate the secondary employment.
5. Employees may not use paid sick leave to perform work for another employer.
6. Fraudulent use of company sick leave or an employee's refusal to comply the City's reasonable request to terminate secondary employment may result in immediate termination of employment with the City.

EXHIBIT C

TO

RESOLUTION NO. 1057-0721

[Chapter 9]

See following pages.

CHAPTER 9

Appearance and Conduct

A. Appearance

All employees are required to maintain a clean and well-groomed appearance in conjunction with the position they hold.

1. Department Directors are responsible for enforcing the proper dress, personal appearance, hygiene, and service provided by their department.
2. Employees will wear clothing which is appropriate for the nature of their work as deemed by the Department Director and/or Supervisor.
    a. The City Manager may, at his/her discretion, authorize casual days.

B. Conduct

All employees shall:

1. Treat their co-workers, supervisors, department directors, City Manager, and Council Members with appropriate respect for the position they hold, and carry out all instructions from management to the best of their ability.
2. Conduct themselves in a manner so as to be a credit to the City both on and off duty.
3. Be just and honorable in all their relations with each other. They will not make false reports and statements or gossip to the discredit or injury of another City employee or concerning municipal matters; nor will they act in a manner directed toward creating a disturbance or dissension within City departments.
4. Not consume or have in their possession, while on duty or during any authorized work break, any alcoholic beverages, recreational marijuana, or unlawful drugs.
5. Not possess any gambling devices or paraphernalia on City property with the intent to use the same for an unlawful purpose, nor will employees conduct or attend or make any bet, lottery, or gambling for profit during working hours.
6. Adhere to the City's Chapter 7 Drug and Alcohol Policy to ensure that all employees are free from drug and alcohol abuse. Consequently, the use of alcohol and illegal drugs while on duty is prohibited. The City has a zero tolerance policy against drugs and alcohol. This policy is to ensure a positive and productive work environment.

C. Fraternization

1. Definition
   a. A relationship that falls outside of normal work interactions and communications, which is usually (but not necessarily) romantic or sexual in nature.
2. The City has adopted this section in recognition of its responsibilities to provide guidelines on and caution employees of the potential problems posed by intimate relationships with other employees such as conflicts of interest, interference with productivity of co-workers, and potential charges of sexual harassment. These problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate relationship.
3. Restrictions on Employee Conduct
   a. The City does not prohibit consensual relationships between employees, but it does impose the following restrictions:
      1) The City strongly discourages supervisors and directors from engaging in sexual or otherwise intimate relationships with subordinates within the same department and requires the employees involved to disclose the existence of such relationship to the Human Resources Director or the City Manager.
      2) Additionally, supervisors and directors are required to take the steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.
4. Disclosure
   a. Once disclosed, the Human Resources Director and the City Manager must assess the situation and make a recommendation to resolve any actual or potential conflict of interest or impropriety created by the relationship.
   b. Such recommendation may require the supervisor or non-supervisory employee to transfer to another department or facility where the supervisor is prohibited from having any involvement in professional decision-making affecting the partner who transfers.
5. Discipline
   a. Failure to comply with the recommendation to resolve a conflict with this policy can result in discipline up to and including termination of employment.

D. Nepotism

1. Immediate family members (including stepfamily) will not be employed in positions where one is in the supervisory chain of the other.
2. Employees who become relatives after being hired and are in the supervisory chain of the other must comply with the following:

a. One of the two employees must be reassigned to an appropriate vacancy in accordance with these policies or resign.

b. If a reassignment is not available and one of the two employees cannot determine which one will resign, the Department Director shall make the decision based on seniority within that department.

E. Prohibited Conduct

1. Employees are prohibited from engaging in sexual conduct of any kind on City property or on City time.

F. Attendance

Employees are required to be at their assigned work stations prepared to work, on time, and as scheduled each day.

1. If an employee, for some unavoidable reason, cannot report for work, he/she will notify his/her supervisor or department director prior to the first normal duty hour, or within thirty (30) minutes following the time scheduled to report for work.
2. If an employee fails to return to work following any authorized leave and fails to notify Human Resources of the need for an extension, the employee will be considered to have abandoned the job.
   a. Human Resources shall send written notice to the employee's last known address requiring the employee to return to duty within forty-eight (48) hours.
   b. Failure to return to work within forty-eight (48) hours of receipt of the notification will be cause for immediate discharge and the employee automatically waives all appeal rights under this policy.
3. Failure on the part of an employee to comply with these policies will be cause for disciplinary action.

G. Hours of Work

Hours of work will be established by each department director and upon approval of the City Manager.

Item Number: 3.n.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2030-0721 - Chapter 2 Code Amendment, Amending the duties of the Financial Services Department and Chapter 27 Code Amendment, Amending the City's Boards and Commissions

MEETING DATE: 7/5/2021

TO: Mayor and Council

FROM: Keith Fallstrom, Interim Finance and Budget Director, (623) 333-2016

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Innovative Program and Service Delivery - Avondale will continue to serve as a model of innovative, efficient, and responsive government.

The proposed change will increase transparency in documenting the uses of the Dedicated Sales Tax.

PURPOSE:

City Council will consider a request to adopt Ordinance 2030-0721, amending Chapter 2 of the Avondale City Code, relating to the role of the financial service department and amending Chapter 27 of the Avondale City Code, removing the Capital Improvement Plan Citizens Committee and updating the current listing of the Boards and Commissions, and authorize the Mayor or City Manager, City Attorney and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On December 15, 1997, the Capital Improvement Plan Citizens Committee (CIP Committee) was established for the purpose of reviewing the City Manager's recommended capital projects and providing a recommendation to City Council as part of the formal budget process.

On May 15, 2001, Avondale voters approved a 0.5% sales tax dedicated for streets, water, and sewer improvements (dedicated sales tax). To provide oversight, the previously created CIP Committee was tasked with reviewing expenditures of the dedicated sales tax.

On December 17, 2018, at an attempt to gain engagement from the community, City Council amended the CIP Committee's bylaws to require representation from each of the regularly scheduled Boards and Commissions.

DISCUSSION:

CIP projects are identified through various means including department master plans, operational needs, contractual agreements, input from the public, and feedback from the City Council. Projects are aligned with available resources and balanced over the five-year plan before the CIP is recommended to Council. Because the CIP Committee meets once per year during the budget process, it provides a limited opportunity for the residents of Avondale to provide feedback on a wide-variety of service areas. Instead, staff recommends feedback be obtained through the various regularly scheduled Boards and Commissions that are specific to the interests of the appointed members. For example, the Parks and Recreation Advisory Board will discuss parks projects to be submitted for consideration through the Capital Improvement Planning process during regularly scheduled meetings.

All current members of the CIP Committee are also active members on Avondale's other regularly scheduled boards. Therefore, the volunteering residents will still have an opportunity to activity engage in the CIP Budget process through their respective Boards or Commissions.

Annual expenditures of the Dedicated Sales Tax will be provided in an annual report from the Finance and Budget Department to the City Manager and Council.

This action will also amend City Code to reflect current active boards and commissions.

BUDGET IMPACT:

This item does not have a direct impact to the budget.

RECOMMENDATION:

Staff recommends City Council adopt an Ordinance, Amending the duties of the Financial Services Department and Amending the City's Boards and Commissions.

ORDINANCE NO. 2030-0721

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE AVONDALE CITY CODE, CHAPTER 2 ADMINISTRATION, ARTICLE III, DEPARTMENTS, SECTION 2-69; AND CHAPTER 27 BOARDS, COMMISSIONS AND COMMITTEES, ARTICLE I, IN GENERAL, SECTION 27-1, CREATED.

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

SECTION 1. The Avondale City Code, Chapter 2 (Administration), Article III (Departments), Section 2-69 (Financial services department; created) is hereby amended to read as follows:

(a) Pursuant to Article IV, Section 1, Subsection a. of the Avondale City Charter, the city council does hereby establish the financial service department as a separate department of the city.

(b) The financial services department shall consist of a director of financial services who will also act as the city treasurer and as many additional staff members as may be deemed necessary from time to time by the director subject to the approval of the city manager.

(c) The financial services department shall be operated and managed in accordance with such department policies and procedures as may from time to time be adopted by the director with the approval of the city manager.

(d) It is the duty of the financial services department under the direction of the director to:

(1) Accept, record and deposit all cash received into the city.

(2) Disburse cash as required to satisfy all claims against the city and required debt incurred by the city. No check shall be drawn upon the funds of the city or executed unless the check is in payment of an outstanding claim against the city for which payment has been approved by the city manager or authorized designee.

(3) Upon request, the finance director will provide the council with information about claims against the city.

(4) Provide an efficient financial management system to account for all transactions of a financial nature.

(5) Invest all idle funds in accordance with the City Charter to enhance interest earnings.

(6) Prepare and administer an annual budget in accordance with the City Charter and the laws of the state.

(7) PROVIDE AN ANNUAL REPORT TO THE CITY MANAGER AND COUNCIL ON CAPITAL EXPENDITURES FUNDED THROUGH QUESTION 1 AS ADOPTED BY THE QUALIFIED ELECTORS OF THE CITY ON MAY 15, 2001 AND TO INCLUDE REVIEW OF SUCH EXPENDITURES IN THE CITY'S FINANCIAL REPORTING.

(~~7~~8) Procure goods and services through the most efficient process available consistent with the mandates of the City Charter.

(~~8~~9) Preserve and account for all fixed assets acquired by the city.

(~~9~~10) Perform such additional duties as may be required by the city manager.

(~~10~~11) The city manager may from time to time order that the budget and research department created by Ordinance No. 475 be directed and administered by the director of the financial services department.

SECTION 2. The Avondale City Code, Chapter 27 (Boards, Commissions and Committees), Article I (In General), Section 27-1 (Created) is hereby deleted in its entirety and replaced with the following:

There are hereby created the following boards, commissions and committees of the City of Avondale:

1.	Board of Adjustment	
2.	Employee Benefit Trust	
3.	Energy, Environmental, and Natural Resources Commission	
4.	Judicial Advisory Board	
5.	Municipal Arts Committee	
6.	Neighborhood and Family Services Commission	
7.	Parks and Recreation Advisory Board	
8.	Planning Commission	
9.	Public Safety Boards	
	a.	Corrections Officer Retirement System Board
	b.	Public Safety Personnel Retirement System Board – Fire

	c.	Public Safety Personnel Retirement System Board – Police
	d.	Volunteer Fire Department Pension Board
10.	Risk Management Trust Fund Board	
11.	Worker's Compensation Board	
12.	Youth Advisory Commission. (Ord. No. 1373-609, § 3, 6-1-09)	

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

Item Number: 3.o.

CITY COUNCIL REPORT

SUBJECT: Ordinance 2031-0721 - Granting an Electrical Easement to Salt River Project (SRP) for the new Civic Center Annex Building

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:
Initiative: Foster Sustainable Community Development
Goal: Maintain and Expand Quality Infrastructure and Improve Connectivity to City Amenities

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PURPOSE:
City Council will consider a request to adopt Ordinance 2031-0721, granting an Electrical Easement to Salt River Project for the new Avondale Visitor and Conference Center building and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:
The City of Avondale is constructing the new Avondale Visitor and Conference Center building to accommodate the future growth of the city.

DISCUSSION:
Salt River Project is the only power company that can provide power to the new Avondale Visitor and Conference Center building. In order to provide power, SRP will require an electrical easement for the new connection.

BUDGET IMPACT:
The granting of the proposed electrical easement to SRP will have no budgetary impact to the city.

RECOMMENDATION:
Staff recommends that the City Council adopt an ordinance granting an Electrical Easement to SRP for the new Avondale Visitor and Conference Center building and authorize the Mayor or City Manager, and City Clerk to execute the necessary documents.

ORDINANCE NO. 2031-0721

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

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

SECTION 1. An easement is hereby granted to Salt River Project Agricultural Improvement and Power District, in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference, through, over, under and across certain real property generally located east of Avondale Boulevard, south of Van Buren Street, as depicted and described in the easement form attached hereto as part of Exhibit A.

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

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2031-0721

[SRP Easement]

See following pages.

WHEN RECORDED MAIL TO:

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

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

POWER DISTRIBUTION EASEMENT

Maricopa County
Parcel # 101-01-014
NW ¼, SEC. 07, T01N, R01E

Agt. HAS
Job # LJ82477 / T3268888
W_____ C JEP
R/W #

CITY OF AVONDALE,
an Arizona municipal corporation,

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

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

Grantor's Property:

A portion of the Northwest quarter of Section 07, Township 01 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument 2019-0994032 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (Avondale Civic Center Annex, SRP Job No. T3268888), prepared by Salt River Project A.I. & Power District, dated 05-27-2021, said Exhibit "A" attached hereto and made a part hereof. Said easement ALSO to include the equipment pad area as described and/or depicted on said Exhibit "A".

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

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion.

2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install, or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.

3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

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

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

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

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, **CITY OF AVONDALE, an Arizona municipal corporation,** has caused its name to be executed by its duly authorized representative(s), this _____ day of _____, 20__.

CITY OF AVONDALE,

By_____

Its _____

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

STATE OF _____)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____ as _____, of **THE CITY OF AVONDALE**, an Arizona municipal corporation of the State of Arizona.

My Commission Expires:

_____

_____
Notary Public

_____
Notary Stamp/Seal

Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).

Cimage

AN ELECTRIC DISTRIBUTION EASEMENT LYING WITHIN A PARCEL OF LAND AS DESCRIBED IN DOCUMENT 2019-0994032, MARICOPA COUNTY RECORDER (MCR), LOCATED WITHIN THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING 8.00 FEET IN WIDTH, LYING 4.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 7, BEING A BRASS CAP IN HAND HOLE, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 7, BEING A BRASS CAP IN HAND HOLE, BEARS SOUTH 00 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 2582.26 FEET (BASIS OF BEARING);

THENCE ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 7 AND MONUMENT LINE OF AVONDALE BOULEVARD (AKA 115TH AVENUE), SOUTH 00 DEGREES 20 MINUTES 46 SECONDS EAST, A DISTANCE OF 1918.71 FEET TO THE INTERSECTION OF AVONDALE BOULEVARD AND JEFFERSON STREET AS SHOWN ON THE “FINAL PLAT OF AVONDALE CIVIC CENTER” BOOK 642, PAGE 07, MCR;

THENCE DEPARTING SAID WEST LINE AND MONUMENT LINE NORTH 89 DEGREES 39 MINUTES 14 SECONDS EAST, ALONG THE MONUMENT LINE OF SAID JEFFERSON STREET A DISTANCE OF 300.29 FEET TO THE INTERSECTION OF SAID JEFFERSON STREET AND CIVIC CENTER DRIVE AND A POINT OF NON-TANGENCY OF A CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 308.00 FEET, FROM WHICH A RADIAL LINE BEARS SOUTH 84 DEGREES 23 MINUTES 58 SECONDS EAST;

THENCE SOUTHEASTERLY ALONG SAID CURVE AND MONUMENT LINE OF CIVIC CENTER DRIVE THROUGH A CENTRAL ANGLE OF 54 DEGREES 53 MINUTES 56 SECONDS, AN ARC DISTANCE OF 295.12 FEET;

THENCE DEPARTING SAID MONUMENT LINE OF CIVIC CENTER DRIVE ON A RADIAL LINE SOUTH 40 DEGREES 42 MINUTES 06 SECONDS WEST, A DISTANCE OF 32.00 FEET TO A NORTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN DOCUMENT 2019-0994032, MCR;

THENCE DEPARTING SAID NORTHEASTERLY LINE AND CONTINUING ALONG SAID RADIAL LINE SOUTH 40 DEGREES 42 MINUTES 06 SECONDS WEST, A DISTANCE OF 8.00 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 57 DEGREES 39 MINUTES 06 SECONDS WEST, A DISTANCE OF 4.75 FEET;

THENCE NORTH 54 DEGREES 00 SECONDS 47 SECONDS WEST, A DISTANCE OF 111.63 FEET;

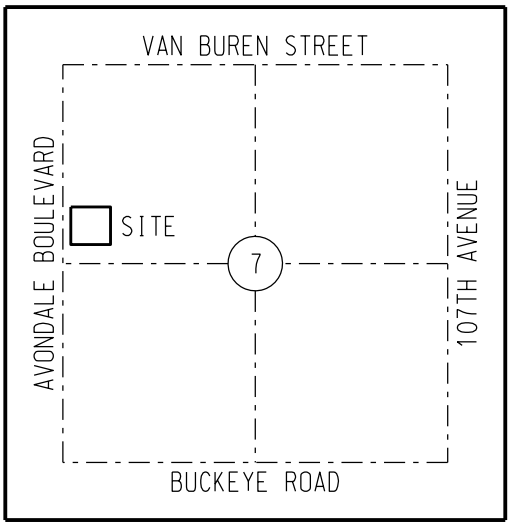
THENCE NORTH 18 DEGREES 56 MINUTES 19 SECONDS WEST, A DISTANCE OF 12.83 FEET TO A POINT IN AN EQUIPMENT PAD BEING 8.00 FEET BY 8.00 FEET, SAID EQUIPMENT PAD BEING A PART OF THIS EASEMENT AND THE **POINT OF TERMINUS**.

THE SIDELINES OF SAID EASEMENT TO BE LENGTHENED OR SHORTENED TO FORM VERTICES AT ALL ANGLE POINTS AND TO TERMINATE AT ALL REFERENCED BOUNDARY LINES WHICH PASS THROUGH A POINT OF TERMINUS.

SAID ELECTRIC DISTRIBUTION EASEMENT CONTAINS 1,034 SQUARE FEET OR 0.0237 ACRES MORE OR LESS.

END OF DESCRIPTION

EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- EXISTING EASEMENTS AS NOTED
- TIE LINE
- SECTION CORNER AS NOTED
- EQUIPMENT PAD - IS PART OF THIS EASEMENT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
50640
CLAYTON
HOWARD
Date Signed 06/07/2021
ARIZONA, U.S.A.

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
EPAD	ELECTRICAL EQUIPMENT PAD
FND	FOUND
PUE	PUBLIC UTILITY EASEMENT
MCR	MARICOPA COUNTY RECORDER
BRG	BEARING
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE

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

CAUTION

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

NOTES

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

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

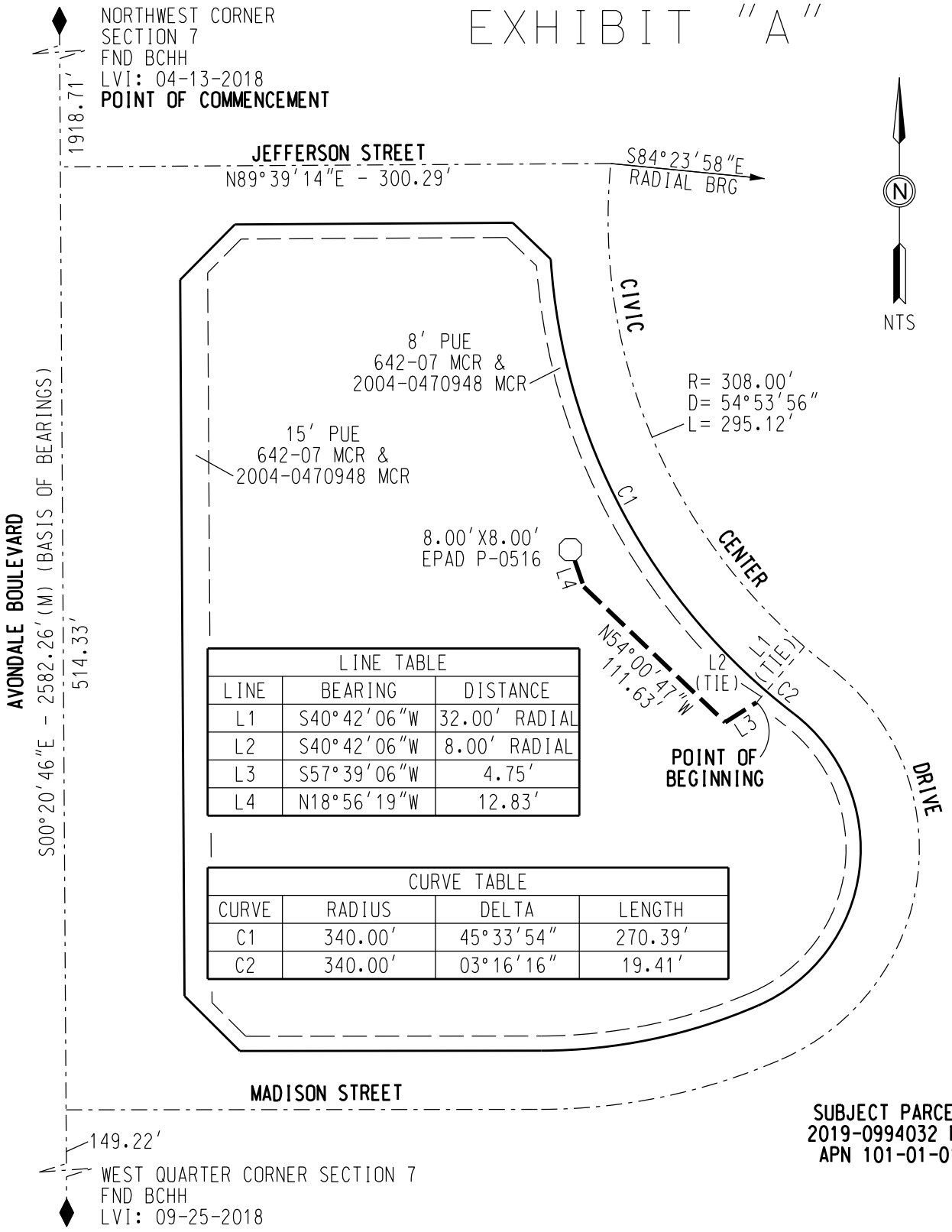
SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SRP SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: 21-0573-NS	SCALE: NTS
I.O. NUMBER: T3268888	SHEET: 3 OF 4
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: MIHELICH	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: MORZELLA
DATE: 05-27-2021 JEP	FIELD DATE: 05-13-2021

AVONDALE CIVIC CENTER ANNEX
NW 1/4 SECTION 7 T1N R1E
4.8 NORTH - 0.3 EAST

EXHIBIT "A"



LINE TABLE		
LINE	BEARING	DISTANCE
L1	S40°42'06"W	32.00' RADIAL
L2	S40°42'06"W	8.00' RADIAL
L3	S57°39'06"W	4.75'
L4	N18°56'19"W	12.83'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	340.00'	45°33'54"	270.39'
C2	340.00'	03°16'16"	19.41'

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT

SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: 21-0573-NS	SCALE: NTS
I.O. NUMBER: T3268888	SHEET: 4 OF 4
AGENT: SOLIZ	SHEET SIZE: 8.5"x11"
DRAWN: MIHELICH	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: MORZELLA
DATE: 05-27-2021 JEP	FIELD DATE: 05-13-2021

AVONDALE CIVIC CENTER ANNEX
NW 1/4 SECTION 7 T1N R1E
4.8 NORTH - 0.3 EAST

Item Number: 3.p.

CITY COUNCIL REPORT

SUBJECT: Final Plat for Avondale 107 - Application PL-20-0347

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

PURPOSE:
City Council will consider a request by Mr. James Brucci, Hunter Engineering, for approval of a Final Plat for Avondale 107, a partial Re-Plat of Lot 7 of the Griffith Commerce Park Final Plat. Consistent with the approved Griffith Commerce Park Planned Area Development (PAD), the proposed Final Plat creates three (3) lots for four (4) planned industrial buildings on the Avondale 107 site, dedicates half-street right-of-way for Pierce Street, 105th Avenue and 107th Avenue and dedicates public utility easements to serve the future commerce park. The site is approximately 24.89 gross acres of land located at the northeast corner of 107th Avenue and Pierce Street. The Council will take appropriate action.

BACKGROUND:
The 24.89 gross acre subject property (Exhibits A, B C) is located at the northeast corner of 107th Avenue and Pierce Street. The site, which was annexed in April 1986, is relatively flat and features no unusual physical characteristics.

The site is within the Freeway Corridor Specific Plan (FCSP), rezoned from Agricultural (AG) to Griffith Commerce Park Planned Area Development (PAD) in January 2003. A large portion of the lot is designated as Business Park while a sliver of the lot is designated as Local Commercial. The approved PAD zoning which allows for Business Park supersedes the General Plan designations applied to the site. The Business Park designation accommodates enclosed light manufacturing, corporate commerce, hotel, multi-story offices, research and development industries, solar and renewable energy manufacturers, motor sports related manufacturing, and limited warehouse and support services that support these primary employment uses. In conformance with the Business Park designation, the approved Avondale 107 PAD allows for development of the property with a commerce park campus featuring four (4) light industrial buildings. Permitted uses are

based upon the Commerce Park (CP) zoning district with modifications. A Site Plan and Design Review application for Avondale 107, consistent with the approved zoning, was approved administratively in August 2019. The site is developed with Avondale 107, a commerce park consisting of four (4) buildings ranging in size from 81,533 square feet to 121,295 square feet. Construction of the commerce park was completed in early 2021.

The existing uses and zoning of surrounding properties include:

- **North**: Five (5) parcels within the Griffith Commerce Park PAD. Two of the parcels have are developed with Wii Auto Sales (a used car dealership) and Enterprise Rent-A-Car (a car rental agency). The remaining three (3) parcels are undeveloped.

- **East**: Copper State Rubber, a manufacturing facility which produces industrial grade hoses, zoned Commerce Park (CP).

- **South of Pierce Street**: Universal Technical Institute, an automotive-centric trade school, located within the Griffith Commerce Park PAD.

- **West**: Roosevelt Park, a 485-lot gated single-family residential community, zoned Roosevelt Park II PAD. Development of the Roosevelt Park II community is ongoing.

SUMMARY OF REQUEST:
The applicant is requesting approval of a Final Plat for Avondale 107. The proposed Final Plat (Exhibit E) divides the subject property (Lot 7) into three (3) new lots to create Lots 1, 2, and 3.

- **Lot 1:** A 6.66-acre lot located at the northeasterly portion of the Avondale 107 site, directly adjacent to 105th Avenue. In conformance with the approved PAD zoning, a 121,295 square foot light industrial building is built on Lot 1.

- **Lot 2**: A 7.24-acre lot located at the southeastern portion of the Avondale 107 site, directly south of Lot 1. In conformance with the approved PAD zoning, a 121,295 square foot light industrial building is built on Lot 2.

- **Lot 3:** An approximate 10.99-acre lot located at the westerly portion of the Avondale 107 site, situated at the northwest corner of Pierce Street and 107th Avenue. In conformance with the approved PAD zoning, two (2) 81,533 square feet light industrial buildings are built on Lot 3.

The proposed Final Plat also dedicates rights-of-way and public easements, in conformance with the approved Avondale 107 PAD and Site Plan, as follows:

- **105th Avenue Right-of-Way:** The Final Plat dedicates 40 feet of half-street right-of-way for 105th Avenue, a Minor Collector, from Pierce Street to the northerly portion of Lot 1.

- **107th Avenue Right-of-Way:** The Final Plat dedicates 55 feet of half-street right-of-way for 107th Avenue, an Arterial, from Pierce Street to the northerly portion of Lot 3.

- **Pierce Street Right-of-Way:** The Final Plat dedicates 30 feet of half street right-of-way for Pierce Street, a Minor Collector, from 105th Avenue to 107th Avenue.

- **Public Utility Easements:** Per City standards, the proposed Final Plat dedicates eight (8) foot public utility easements (PUEs) adjacent to 105th Avenue, Pierce Street and 107th Avenue, to accommodate

future utility service enhancements in the area.

PUBLIC PARTICIPATION:
Public notification is not required for Final Plat applications.

PLANNING COMMISSION ACTION:
The Planning Commission does not review Final Plat applications.

ANALYSIS:

- The proposed Re-Plat has been reviewed by the City's contracted Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.

- The proposed Re-Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

- The proposed Re-Plat conforms to the approved Griffith Commerce Park Planned Area Development and approved Avondale 107 Site Plan, dedicating rights-of-way and easements as needed to serve the planned development.

DISCUSSION:

1. The proposed Final Plat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

2. The proposed Final Plat is in conformance with the Griffith Commerce Park PAD and approved Avondale 107 Site Plan, including conditions of approval.

3. The condition of approval is reasonable to ensure conformance with the provisions as outlined in the Avondale Zoning Ordinance and all other applicable City codes, ordinances, and policies.

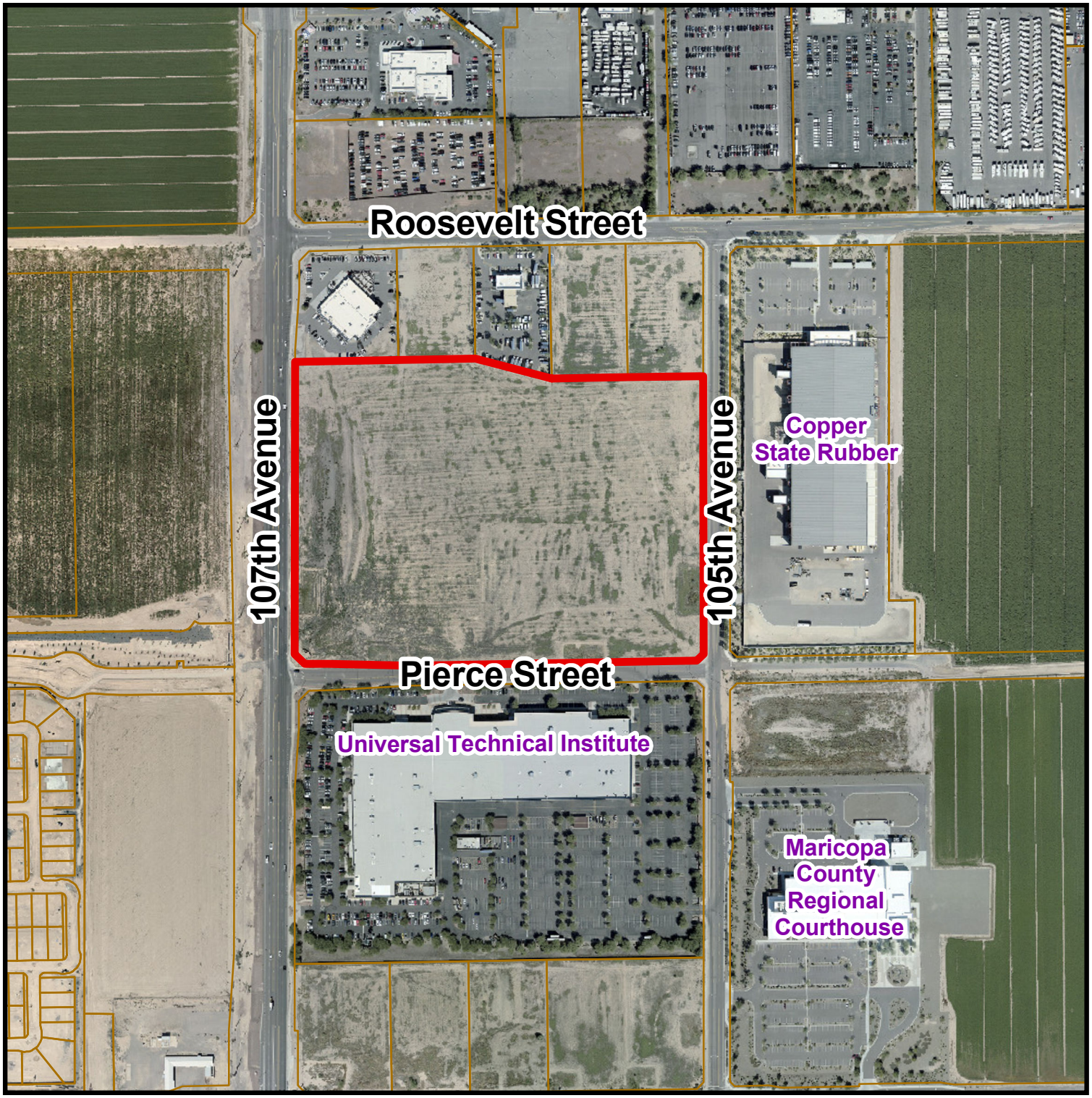
BUDGET IMPACT:
No budget impacts.

RECOMMENDATION:
City Council will **APPROVE** Application PL-20-0347 Final Plat for Avondale 107, subject to the following one (1) condition of approval:

1. The recorded plat shall be in conformance with the Avondale 107 Final Plat submitted on April 27, 2021.

PROPOSED MOTION:
I move that City Council **APPROVE** Application PL-20-0347 Avondale 107 Final Plat, subject to one (1) condition of approval as listed in the staff report.

Exhibit A

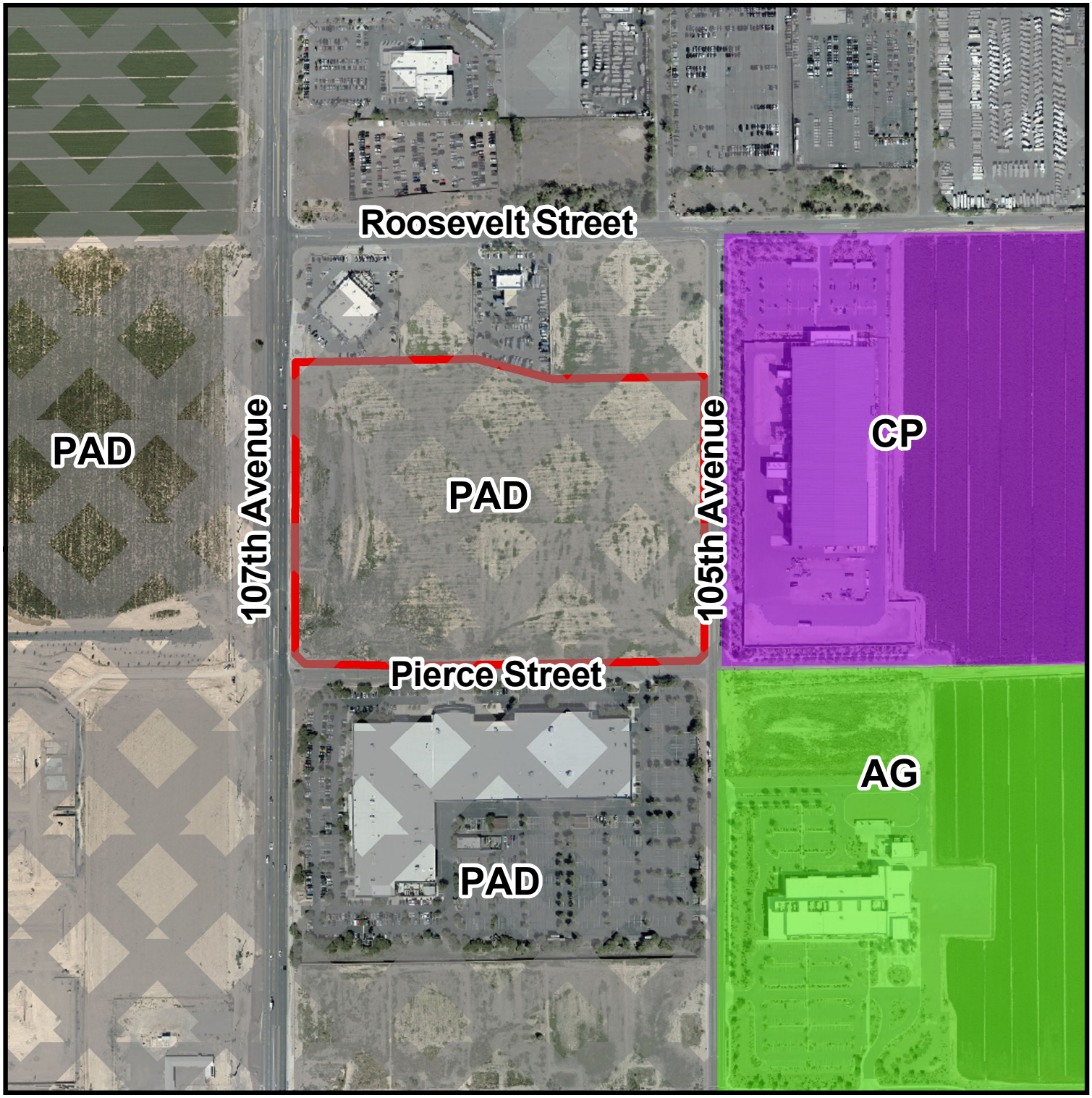


Aerial Photograph

Avondale

Project Location

Exhibit B

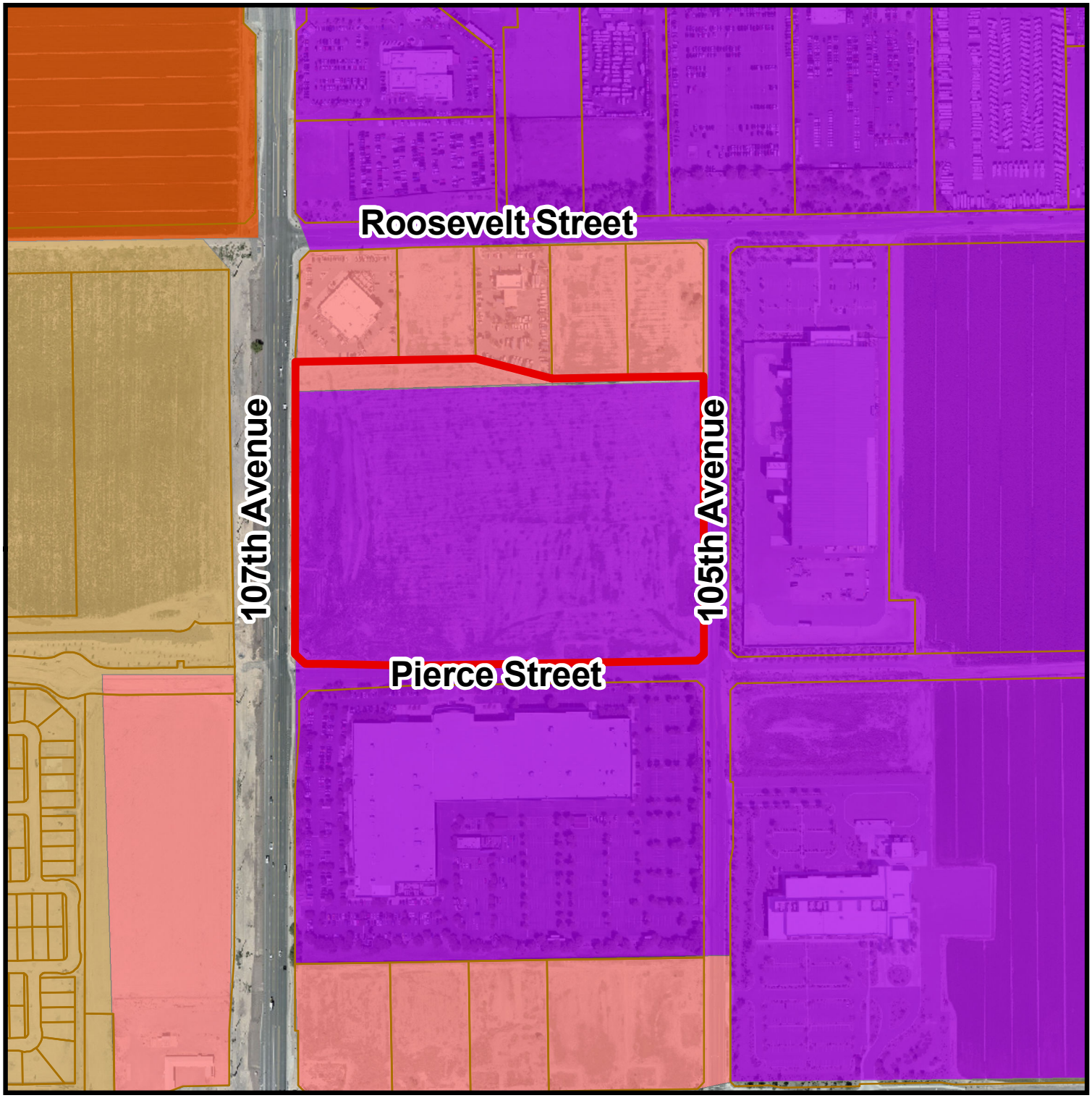


Zoning Vicinity Map

Avondale

Project Location

Exhibit C



General Plan Land Use Map

- Local Commercial
- Medium/High Density Residential
- Freeway Commercial
- Business Park

Project Location

Avondale

Exhibit D

SUMMARY OF RELATED FACTS

APPLICATION PL-20-0347

THE PROPERTY	
SIZE	24.89 acres
LOCATION	Northeast corner of 107th Avenue and Pierce Street.
PHYSICAL CHARACTERISTICS	The rectangular site is developed with Avondale 107, a commerce park consisting of four (4) buildings ranging in size from 81,533 square feet to 121,295 square feet. Construction of the commerce park was completed in early 2021.
EXISTING LAND USE	Tenant improvements for multiple light industrial tenants are in various stages of completion within the commerce park.
EXISTING ZONING	Griffith Planned Area Development (PAD); the Griffith PAD, which also includes parcels to the north and south of the subject site, allows for development and use of the property in accordance with the uses and standards of the Commerce Park (CP) zoning district.
ZONING HISTORY	The site was annexed in February 1986. The property was rezoned from Agricultural (AG) to Griffith Planned Area Development (PAD) in January 2003.

SURROUNDING ZONING AND LAND USE	
NORTH	Five (5) parcels within the Griffith Commerce Park PAD. Two of the parcels have are developed with Wii Auto Sales (a used car dealership) and Enterprise Rent-A-Car (a car rental agency). The remaining three (3) parcels are undeveloped.
EAST	Copper State Rubber, a manufacturing facility which produces industrial grade hoses, zoned Commerce Park (CP).
SOUTH	Universal Technical Institute, an automotive-centric trade school, located within the Griffith Commerce Park PAD.
WEST	Roosevelt Park, a 485-lot gated single-family residential community, zoned Roosevelt Park II PAD. Development of the Roosevelt Park II community is ongoing.

GENERAL PLAN
The majority of the subject site is designated by the General Plan 2030 Land Use Map as Business Park. The Business Park designation accommodates development of large-scale employment campuses consisting of enclosed light manufacturing, corporate commerce, office, and limited warehouse and support services designed with attractive streetscapes, appropriate screening, and pedestrian considerations. The Griffith PAD, which allows for commerce park and light industrial uses on the site, conforms to the Business Park designation. A narrow sliver of the site along the property's northern edge is designated Local Commercial. The Local Commercial designation provides for the daily needs of goods and services for residents living in the surrounding area. The property's valid Planned Area Development (PAD) supersedes the Local Commercial designation, allowing the full property to be developed with light industrial, commerce park uses.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Tolleson Union School District

	Little Elementary School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school is Quentin Elementary School, located within the Sanctuary neighborhood at the northwest corner of Lower Buckeye Road and 107th Avenue.
HIGH SCHOOL	Tolleson Union High School

STREETS	
107th Avenue	
Classification	Minor Arterial
Existing half-street right-of-way	55 Feet
Standard half-street right-of-way	55 feet
Existing half-street improvements	Two (2) travel lanes, half center turn lane, bike lane, curb, gutter, detached sidewalk, and street lights
Standard half-street improvements	Two (2) travel lanes, half center turn lane, bike lane, curb, gutter, detached sidewalk, streetlights and landscaping
Pierce Street	
Classification	Modified Minor Collector
Existing half-street right-of-way	30 feet
Standard half-street right-of-way	30 feet
Existing half-street improvements	One (1) travel lane, right-turn lane approaching 107th Avenue intersection, curb, gutter, attached sidewalk, and streetlights,
Standard half-street improvements	One (1) travel lane, right-turn lane approaching 107th Avenue intersection, curb, gutter, attached sidewalk, streetlights, and landscaping
105th Avenue	
Classification	Minor Collector
Existing half-street right-of-way	40 feet
Standard half-street right-of-way	40 feet
Existing half-street improvements	One (1) travel lane, half center turn lane, bike lane, curb, gutter, attached sidewalk, and streetlights
Standard half-street improvements	One (1) travel lane, half center turn lane, bike lane, curb, gutter, attached sidewalk, streetlights, and landscaping

UTILITIES
The site has access to an existing eight-inch water lines in Pierce Street and 105th Avenue and an existing 16-inch water line in 107th Avenue. Sewer service to the site is accommodated by an existing 8-inch main line in Pierce Street. Salt River Project (SRP) provides electrical service in this portion of the City.

Exhibit E

Proposed Final Plat Avondale 107

FINAL PLAT
FOR
AVONDALE 107

A REPLAT OF LOT 7, GRIFFITH COMMERCE PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 670 OF MAPS, PAGE 18. LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

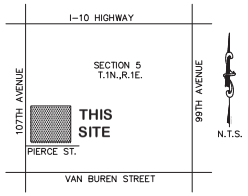
Received April 27, 2021

OWNER/APPLICANT

EVT AVALON 107 INDUSTRIAL LLC
2710 EAST CAMELBACK ROAD #210
PHOENIX, AZ 85016
PHONE: (602)468-6100
FAX: (602)468-6103
ATTN: JASON EISENBERG
EMAIL: jason@eisenbergcompany.com

SURVEYOR

HUNTER ENGINEERING INC
10450 NORTH 74TH STREET
SCOTTSDALE, AZ 85258
(480)991-3985
JAMES A. BRUCCI, RLS 29865
EMAIL: jbrucci@hunterengineeringpc.com



VICINITY MAP:

DEDICATION:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT EVT AVALON 107 INDUSTRIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "AVONDALE 107" A REPLAT OF LOT 7, GRIFFITH COMMERCE COMMERCIAL PARK, AS RECORDED IN BOOK 670 OF MAPS, PAGE 18, OF OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA, LOCATED IN THAT PORTION OF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON, AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE MINOR LAND DIVISION FOR "AVONDALE 107" AND HEREBY DECLARES THAT SAID MINOR LAND DIVISION SET'S FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, STREETS AND EASEMENTS CONSTITUTING THE SAME, AND DECLARES THAT EACH LOT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID FINAL PLAT.

EASEMENTS ARE HEREBY DEDICATED FOR THE PURPOSES SHOWN HEREON.

IN WITNESS WHEREOF: EVT AVALON 107 INDUSTRIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER, THEREUNTO DULY AUTHORIZED

THIS ____ DAY OF _____, 2021.

EVT AVALON 107 INDUSTRIAL, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

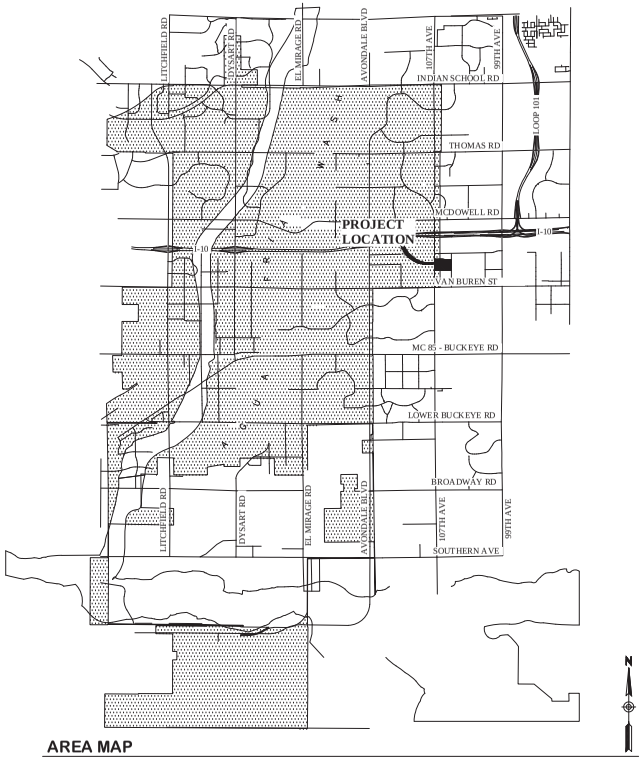
BEFORE ME, _____
(NAME AND CHARACTER OF THE OFFICER)

ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME (OR PROVED TO ME

ON THE OATH OF _____ OR THROUGH_____
(DESCRIPTION OF IDENTITY CARD OR OTHER DOCUMENT) TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2021

_____
NOTARY SIGNATURE



AREA MAP

LOT AREAS

LOT 1	290,145 SQ.FT.±	6.661 AC±
LOT 2	315,503 SQ.FT.±	7.243 AC±
LOT 3	478,746 SQ.FT.±	10.991 AC±

NOTES:

1. ALL LANDSCAPING WITHIN THE LOCAL, COLLECTOR AND ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE PROPERTY OWNERS.

2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.

3. ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.

4. ALL ELECTRIC AND COMMUNICATION LINES TO BE CONSTRUCTED UNDERGROUND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.

5. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.

6. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.

7. ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100 YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNER MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

8. THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C 2160 L (EFFECTIVE REVISED DATE OCTOBER 16, 2013), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X

ZONE X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

9. CROSS ACCESS BETWEEN LOTS 1, 2 AND 3 SHALL BE PROVIDED IN PERPETUITY IN LOCATIONS SHOWN ON THE APPROVED SITE PLAN UNLESS APPROVED THE CITY OF AVONDALE.

LEGAL DESCRIPTION:

LOT 7, GRIFFITH COMMERCE PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 670 OF MAPS, PAGE 18.

BASIS OF BEARINGS

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF SOUTH 88°51'22" WEST, AS MEASURED ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, ACCORDING TO THE FINAL PLAT FOR GRIFFITH COMMERCE PARK, RECORDED IN BOOK 670, PAGE 18, MARICOPA COUNTY RECORDS, ARIZONA.

APPROVALS: AND ACCEPTANCE OF DEDICATION:

PLAT APPROVED AND DEDICATED RIGHT-OF-WAY AND EASEMENTS ACCEPTED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA.

APPROVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA

THIS_____ DAY OF _____, 2021

_____
MAYOR DATE

_____
ATTEST, CITY CLERK DATE

_____
CITY ENGINEER DATE

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS MAP CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF FEBRUARY 2020 AND THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE, THAT THE MONUMENTS DESCRIBED IN IT HAVE BEEN LOCATED OR SET AS SHOWN HEREON AND THAT THE SURVEY MEETS OR EXCEEDS THE ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

_____ _____
JAMES A. BRUCCI # 29865 DATE

NO.	DATE	REVISION	BY

PURPOSE: FINAL PLAT

DRAWN BY: JR
CHECKED BY: JAB

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

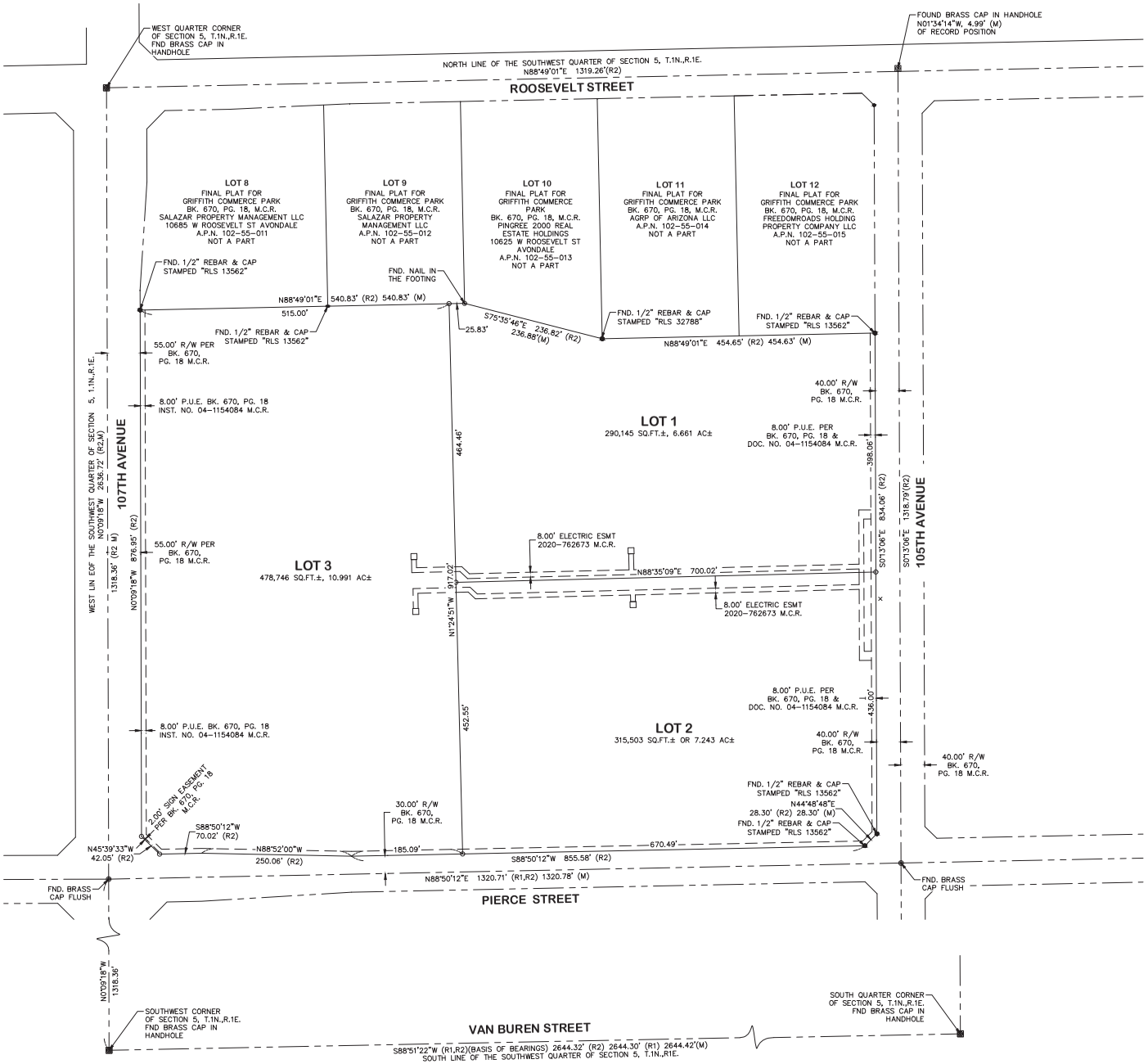
FINAL PLAT - AVONDALE 107

A REPLAT OF LOT 7, GRIFFITH COMMERCE PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 670 OF MAPS, PAGE 18. LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TWNSHP: 1N
RANGE: 1E

JOB NO.: EISN001-SA

SCALE: NTS



LEGEND:

- BRASS CAP IN HANDHOLE
- BRASS CAP FLUSH
- FOUND AS NOTED
- TO SET REBAR & CAP #29865
- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- BOOK BK.
- PAGE PG.
- MARICOPA COUNTY RECORDS M.C.R.
- ASSESSOR PARCEL NO. APN
- RECORDED DOCUMENT NO. DOC NO.

NO.	DATE	REVISION	BY

PURPOSE: FINAL PLAT

DRAWN BY: JR
CHECKED BY: JAB

HUNTER ENGINEERING
CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 300
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

REGISTERED LAND SURVEYOR 29865 JAMES A. BRUCE ARIZONA U.S.A. 4/28/21

FINAL PLAT - AVONDALE 107

A REPLAT OF LOT 7, GRIFFITH COMMERCE PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 670, OF MAPS, PAGE 18, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

SECTION: 5
TWNSHP: 1N
RANGE: 1E

JOB NO.: EISN001-SA

SCALE: 1"=80'

SHEET 2 OF 2

Item Number: 4.a.

CITY COUNCIL REPORT

SUBJECT: Roosevelt Park II Phase 4 – Preliminary Plat – Application PL-20-0353

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

PURPOSE:
City Council will consider a request by Mr. Joe Petrucci, EPS Group Inc., for approval of a Preliminary Plat for Roosevelt Park II Phase 4, a proposed 56-unit, single-family residential subdivision located on approximately 15.43 gross acres at the southwest corner of 107th Avenue and Roosevelt Street. The subject site is part of the 144.91 gross acre Roosevelt Park II master planned community. The Council will take appropriate action.

BACKGROUND:
The 15.43 gross acre subject property, Phase 4 of the 144.91 gross acre Roosevelt Park II, is located at the southwest corner of 107th Avenue and Roosevelt Street (Exhibits A and B).

The property was annexed and rezoned to the Roosevelt Park (PAD) by City Council action in July 2001. The approved 2001 Roosevelt Park PAD included two (2) phases of development: Roosevelt Park I, south of Van Buren Street, was planned for conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Phases 1 and 2 are complete and Phase 3 has not yet begun construction. Development of Roosevelt Park I is complete with a total of 481 single-family residential homes on 147 acres.

The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street (Roosevelt Park II), replaced single-family homes with townhomes, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from nine (9) dwelling units per acre to 6.21 dwelling units per acre. All other development standards and conditions of approval from the original approval were left in place.

The PAD was again amended by City Council in April 2018. The 2018 amendment, which again impacted only Roosevelt Park II, eliminated the townhomes, apartments, and condominium uses approved in 2005, instead allowing for development of 607 single-family residences in four (4) phases. The 2018 Amendment also specifies that the community will be gated and that all streets internal to the community will be private. In addition to the planned residential development, the PAD reserves approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street for commercial development. An additional PAD Amendment (applying only to Roosevelt Park II) to revise the phasing of on-site and off-site development was approved in December 2019.

The Phase 4 property is designated Medium High Density Residential (MHDR) on the General Plan 2030 Land Use Map (Exhibit C). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density). The approved Roosevelt Park II PAD zoning is in conformance with the MHDR designation.

The existing uses and zoning of surrounding properties include:

NORTH: Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses. Applications for a Minor General Plan Amendment and Rezoning for the land to the north have been submitted and are currently in review; approval of the applications would facilitate development of the property to the north with a large, 800,000 square foot building featuring manufacturing, warehousing, and retail components.

EAST of 107th Avenue: Multiple parcels zoned Griffith Commerce Park Planned Area Development (PAD), allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI), Enterprise Rent-a-Car, a used car dealership, and the recently completed Avondale 107 Commerce Park featuring four large buildings for light industrial use. The remaining parcels are undeveloped.

SOUTH of Van Buren Street: Roosevelt Park I, a fully-developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD).

WEST: A site owned by the Littleton Elementary School District (LESD), upon which a future elementary school will be constructed. The school site is part of the Roosevelt Park development, zoned Roosevelt Park Planned Area Development (PAD).

SUMMARY OF REQUEST:
On behalf of property owner, Mattamy Arizona LLC, the applicant is requesting approval of a Preliminary Plat for Roosevelt Park Phase 4 (Exhibit E). In conformance with the approved Roosevelt Park II Planned Area Development, the proposed Preliminary Plat (Exhibit F) divides the 15.43 gross acre Phase 4 site at the southwest corner of 107th Avenue and Roosevelt Street into a total of 56 single-family residential lots, including 28 minimum 45 feet by 95 feet (4,275 square foot) lots and 28 minimum 50 feet by 95 feet (4,750 square foot) lots.

As with prior phases of the project, the proposed subdivision will feature private internal streets and gated access. Resident access to Phase 4 will be provided via a local street connection to Roosevelt Street (the only public street) and a private street (Lillian Lane) that connects to Phase 1. The developer will be responsible for the construction of all water, sewer, and street infrastructure needed to serve the planned development.

Landscape, Open Space, Hardscape, Wall, and Lighting Plans are provided as part of the Preliminary Plat application (Exhibit G). Approximately 2.68 acres of open space, roughly 22 percent of the net site area for

Phase 4, will be developed with open space accessible by residents within the community. A planned 0.75-acre amenity area will account for 28 percent of the open space area. Proposed amenities include play structures with shade elements and large turf areas for active play. Sidewalks are provided throughout the community to easily connect all residences to the planned amenity area. Residents will have also have access to the existing primary community park that includes a pool. The remaining 1.93 acres of open spaces include passive tracts and drainage areas.

In addition to open space tracts, the Preliminary Plat establishes Tract PS, to accommodate development of private local streets that will serve Phase 4.

The overall planting design for Roosevelt Park is designed with a lush desert landscape theme, utilizing a variety of low water use trees, shrubs and groundcovers to provide shade and visual interest. All plant materials used within public right-of-way conform to the Arizona Department of Water Resources (ADWR) low water use plant list. The landscape design focuses on enhanced desert plantings that provide ample shade, variation in color throughout the year and textural elements.

Walls and monumentation at Roosevelt Park Phase 4 will be consistent with the walls and monumentation to be constructed in the remainder of the Roosevelt Park master planned community. Decorative, earth toned masonry walls will be provided along all streets as well as some view fencing adjacent to landscape tracts. A 6-foot tall monument on the east side of 108th Avenue featuring internally lit reverse pan channel letters and 12-inch by 12-inch Cantera tile. The vehicular and pedestrian entry gates will be gray steel.

PUBLIC PARTICIPATION:
Preliminary Plats are not public hearing items; thus, no public notifications are required. However, as is the City's policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. No residents have contacted Staff regarding the proposed Preliminary Plat.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:
The property is in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The LESD no longer assigns students to particular elementary schools based upon geographical location. As such, elementary age students living in Roosevelt Park Phase 4 will have an opportunity to choose which school they will attend within the LESD system. The future LESD elementary school immediately west of Phase 4 will be the closest to this subdivision; until that is constructed, Collier Elementary, located within the Coldwater Springs community approximately 1.5 miles southwest of Roosevelt Park, is the closest LESD school to the subject site. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street.

Both LESD and TUHSD have provided the City with signed certificates stating that each district has adequate school facilities to accommodate the estimated enrollment of new students to be generated by the proposed development (Exhibit H).

PLANNING COMMISSION ACTION:
The Planning Commission is expected to conduct a public hearing and consider this item on June 16, 2021. Due to publication deadlines, the results of the Planning Commission meeting cannot be included in this report. Staff will provide the Council with a summary of Planning Commission's action during the presentation for this item on July 5, 2021.

ANALYSIS:
The proposed Roosevelt Park Phase 4 Preliminary Plat and Landscape, Open Space, Hardscape, Wall

and Lighting Plans are in conformance with the Roosevelt Park PAD, as amended, as well as the City's Subdivision Ordinance, Zoning Ordinance, and Single-Family Residential Design Manual. The proposed 56-lot single-family residential subdivision consisting of two (2) lot types adheres to the requirements of the approved PAD and will result in development of a community consistent with the desired character for development in the General Plan's Medium/High Density land use category.

Open space and amenities within Phase 4 exceed minimum requirements and will offer residents a range of recreational options in proximity to their homes. Design elements, such as monument signs and walls, are consistent with the approved PAD and will continue theming from the remainder of the Roosevelt Park development. Floor plans and elevations for single-family house products in the development will require City administrative approval. As with all new residential development, the City will expect any proposed housing product to meet all requirements of the City's Single-Family Residential Design Manual create visually interesting streetscapes.

DISCUSSION:

Staff recommends approval of this application for the following reasons:

- The proposed Roosevelt Park Phase 4 Preliminary Plat, including the Landscape, Open Space, Hardscape, Wall, and Lighting Plans, are in conformance with the approved Roosevelt Park PAD, as amended.

- The proposed Roosevelt Park Phase 4 Preliminary Plat, including the Landscape, Open Space, Hardscape, Wall, and Lighting Plans, meet or exceed requirements within the City of Avondale Zoning Ordinance, Subdivision Regulations, and Single-Family Residential Design Manual.

- Through provision of an amenity area which includes play structures and a turf area in Phase 4 and a community pool and a wide range of amenities between Phases 1-3, the proposal achieves City objectives related to provision of open space, trails, and parks.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

No public hearing is required. City Council will **APPROVE** Application PL-20-0353 Roosevelt Park II Phase 4, a request for Preliminary Plat approval for the proposed 56-lot Roosevelt Park Phase 4 single-family residential subdivision, subject to the following four (4) conditions of approval:

1. Development of Roosevelt Park Phase 4 shall conform to the following documents, except as modified by these conditions of approval:

    a. Preliminary Plat Narrative, electronically date stamped May 17, 2021.
    b. Preliminary Plat, electronically date stamped May 17, 2021.
    c. Landscape, Wall, and Open Space Plan, electronically date stamped June 7, 2021.

2. In accordance with the City of Avondale Subdivision Regulations, approval of the Preliminary Plat shall expire in two (2) years from the date of approval unless a Final Plat has been approved and recorded.

3. Development shall be completed in accordance with the City of Avondale General Engineering Requirements (GER) Manual and the City of Avondale Supplement to the MAG Uniform Standard Specifications and Details.

4. Development shall occur in accordance with the approved PAD, including any amendments thereto. Off-site improvements must be completed by the developer as stipulated with those approvals.

PROPOSED MOTION:
I move that City Council accept the findings and **APPROVE** Application PL-20-0353 Roosevelt Park II Phase 4 a request for Preliminary Plat approval for the proposed 56-lot Roosevelt Park II Phase 4 single-family residential subdivision, subject to four (4) recommended conditions of approval as listed in the staff report.

Exhibit A

Aerial Photograph

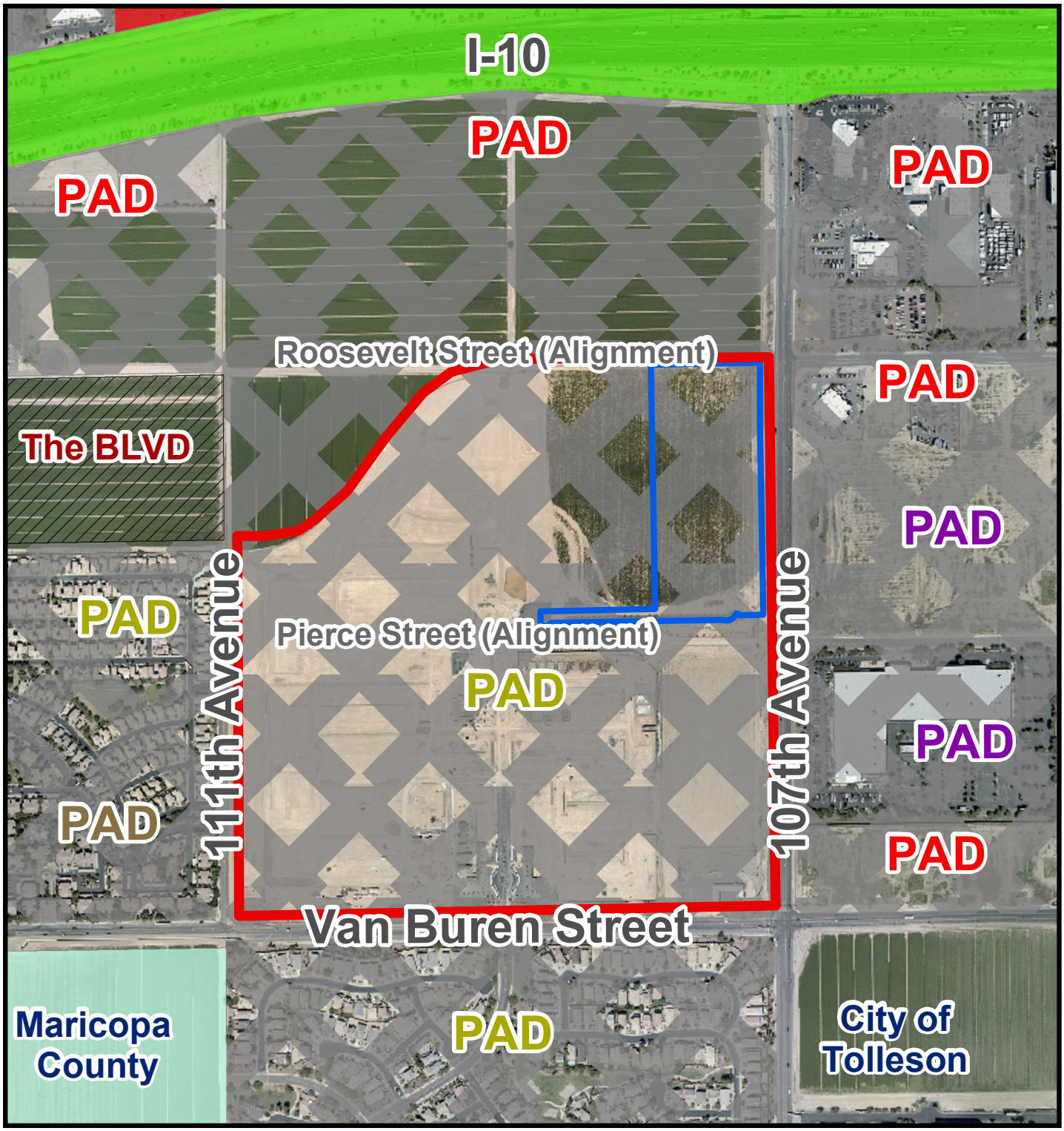
Avondale

Roosevelt Park II

Roosevelt Park Phase 4 (Proposed)

N

Exhibit B



Zoning Vicinity Map

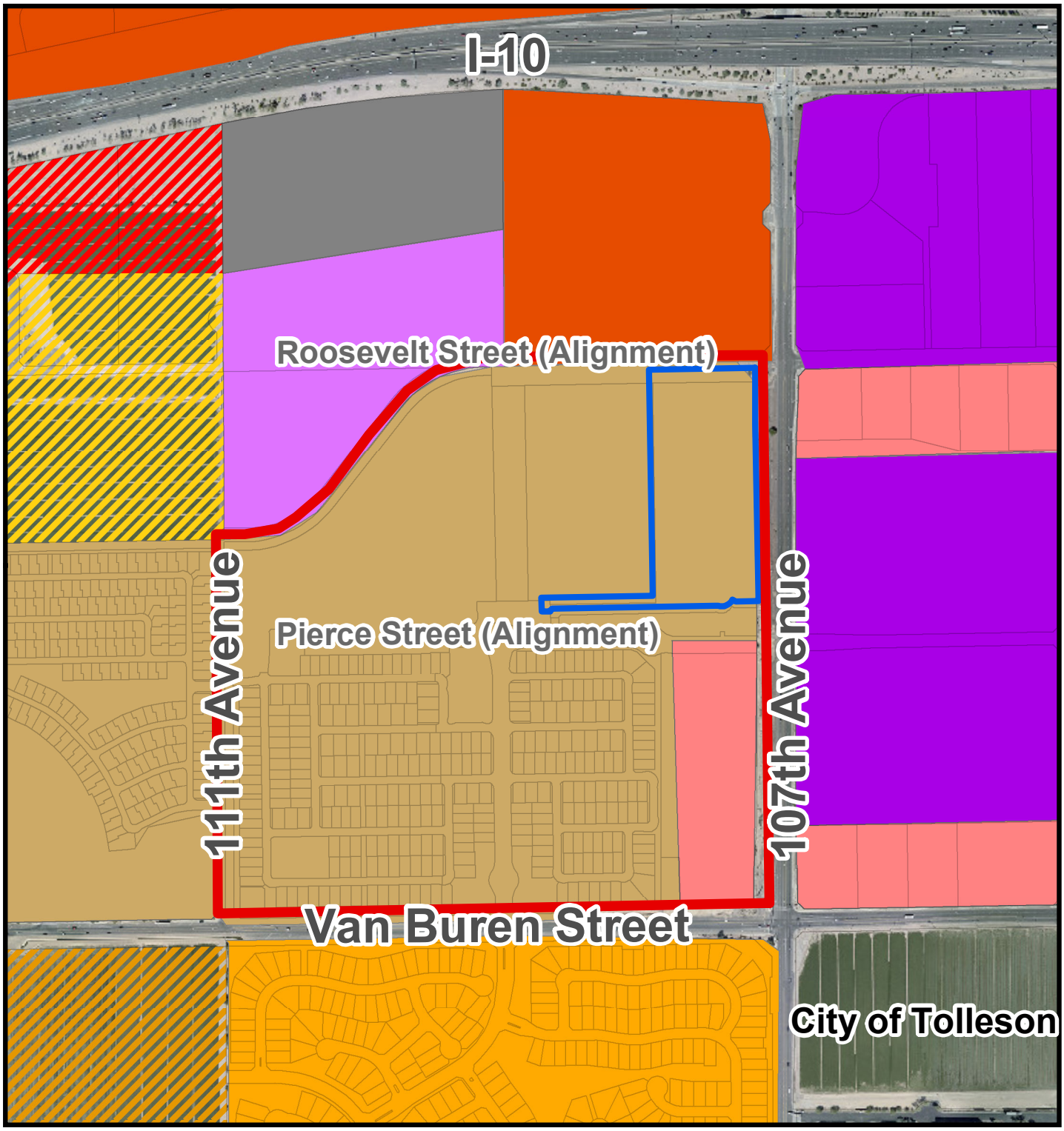
Avondale

Roosevelt Park II

Roosevelt Park Phase 4 (Proposed)

N

Exhibit C



General Plan Land Use Map

Avondale

N

- Neighborhood District
- Gateway District
- Residential District
- Local Commercial
- Medium Density Residential
- Medium/High Density Residential
- Freeway Commercial
- High Intensity Office
- Mixed Use
- Business Park
- Roosevelt Park II
- Roosevelt Park Phase 4 (Proposed)

Exhibit D

SUMMARY OF RELATED FACTS

APPLICATIONS PL-20-0353

THE PROPERTY	
PARCEL SIZE (TOTAL FOR ROOSEVELT PARK II)	144.91 gross acres
PARCEL SIZE (PROPOSED PHASE 4)	15.43 gross acres
LOCATION	Southwest corner of 107th Avenue and Roosevelt Street
PHYSICAL CHARACTERISTICS	Relatively flat with no unusual physical characteristics
EXISTING LAND USE	The Phase 1 portion of the Roosevelt Park II development is complete and Phases 2 and 3 are under construction. The remainder of the site is undeveloped and no longer in agricultural use.
EXISTING ZONING	Roosevelt Park Planned Area Development (PAD)
ZONING HISTORY	The property was annexed and rezoned to Roosevelt Park Planned Area Development (PAD) in July 2001. The approved Roosevelt Park PAD included two phases of development. Roosevelt Park I, south of Van Buren Street was planned for conventional single-family residential development. Roosevelt Park II, north of Van Buren Street, was planned for a mixture of single-family residential, multi-family residential, mixed-use, and commercial development. Roosevelt Park I is complete with a total of 481 single-family homes on 147 acres. The PAD was amended in July 2005. The amendment, which only impacted the portion of Roosevelt Park north of Van Buren Street, replaced conventional single-family homes with town houses, apartments, and condominiums, established new residential development standards, reduced the overall density of the development from 9 du/ac to 6.21 dwelling units per acre. All other development standards and conditions of approval from the original approval were left in place. The PAD was again amended by City Council in April 2018. The 2018 amendment, which again impacted only Roosevelt Park II, eliminated the townhomes, apartments, and condominium uses approved in 2005, instead allowing for development of 607 single-family residences in four (4) phases. The 2018 Amendment also specifies that the community will be gated, and that all streets internal to the community will be private. In addition to the planned residential development, the PAD reserves approximately 10.9 acres at the northwest corner of 107th Avenue and Van Buren Street for commercial development. An additional PAD Amendment (applying only to Roosevelt Park II) to revise the phasing of on-site and off-site development was approved in December 2019.

SURROUNDING ZONING AND LAND USE	
NORTH	Undeveloped property in agricultural production, zoned Avondale Gateway Center Planned Area Development (PAD). The Avondale Gateway Center PAD allows for a mix of office, business park, and commercial uses. Applications for a Minor General Plan Amendment and Rezoning for the land to the north have been submitted and are currently in review; approval of the applications would facilitate development of the property to the north with an 800,000 square foot building featuring manufacturing, warehousing, and retail components.
EAST OF 107TH AVENUE	Multiple parcels zoned Griffith Commerce Park Planned Area Development (PAD), allowing for a mix of Commerce Park (CP) and Community Commercial (C-2) uses. Developed parcels include Universal Technical Institute (UTI), Enterprise Rent-a-Car, a used car dealership, and the recently completed Avondale 107 Commerce Park featuring four large buildings for light industrial use. The remaining parcels are undeveloped.
SOUTH OF VAN BUREN STREET	Roosevelt Park I, a fully developed 481-lot single-family residential subdivision, zoned Roosevelt Park Planned Area Development (PAD).
WEST	A site owned by the Littleton Elementary School District (LESD), upon which a future elementary school will be constructed. The school site is part of the Roosevelt Park development, zoned Roosevelt Park Planned Area Development (PAD).

GENERAL PLAN
Except for the 10.9-acre commercial corner, which is designated Local Commercial, Roosevelt Park II is designated Medium High Density Residential (MHDR). The MHDR designation allows for development of single-family detached, single-family attached, townhomes, condominiums, patio homes and casitas in a density range of 4.0 to 12.0 dwelling units per acre (4.0 du/acre target density).

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District and Tolleson Union High School District
ELEMENTARY SCHOOLS	School of choice
HIGH SCHOOL	La Joya High School

107th Avenue	
Classification	Minor Arterial
Existing half-street ROW	None
Standard half-street ROW	65 feet
Existing half-street improvements	None
Standard half-street improvements	2 travel lanes, turn lane, bike lane, curb and gutter, sidewalk, street lights, and landscaping

Van Buren Street	
Classification	Arterial

Existing half-street ROW	65 feet
Standard half-street ROW	65 feet
Existing half-street improvements	Two Traffic Lanes in each direction
Standard half-street improvements	Two traffic lanes in each direction with ½ center turn lane, curb, gutter, sidewalk, landscaping and streetlights.

UTILITIES
Water is served to the Roosevelt Park II Phase 4 development by an 8-inch water line from Phase 1 and a 12-inch water line in Roosevelt Street that will be installed with Phase 3. Sewer is served to the Roosevelt Park II Phase 4 development by 2-10-inch sewer in Van Buren Street in Roosevelt Park I. Salt River Project (SRP) provides electricity in this portion of Avondale.

Exhibit E

Preliminary Plat Narrative

Roosevelt Park II Phase 4

Received May 17, 2021

AB LA

Roosevelt Park Pre-Plat Narrative – Phase 4

Introduction & Location of Property
Mattamy Homes is proposing to develop a special housing design/ elevation specifically created for the City of Avondale as Phase IV of the Roosevelt Park PAD. In addition, Mattamy is proposing to allow for a mix of a variety of lot sizes all on the same street. This original design will be a gated single-family residential community totaling approximately 15.43-gross acres at the Southwest corner of 107th Avenue and Roosevelt Street within the City of Avondale. More specifically, the project is located in the Southeast Quarter of Section 6, Township 1 North, Range 1 East, of the Gila and Salt River Base and Meridian, Maricopa County, parcels 102-56-005T, 102-56-005R, and 102-56-005S (the "Property"). The subject parcels are currently used for agricultural purposes.

Phase 4 – Pre-Plat
Roosevelt Park Phase 4 is located adjacent to Roosevelt Street and 107th Avenue, within the northwest quadrant of the overall project site. Phase 4 includes 15.43 gross acres and 12.16 Net acres of land, including 2.68 acres of open space (22% of the phase). In total, fifty-six (56) dwelling units are proposed within the phase, equating to 4.60 dwelling units per acre. Pursuant to the PAD document, two different lot sizes are proposed (45'x95' and 50'x95) within two different lot mix categories (3,800SF – 4,749SF, and 4,750SF-5,699SF). One park space is included within Phase 4, the details of which are provided in the Parks and Open Space section below.

Character
The overall architectural character of Phase 4 matches the character of the overall Property, which includes a variety of entirely new products created just for Avondale, with a modern desert landscape palette that will complement the surrounding architecture and environment. Playing off of the historical character of the area, authentic and natural materials, along with a patterned landscape will be utilized. These elements evoke the historical character and lifestyle, while providing a diverse housing opportunity in Avondale's central core environment, for Avondale residents that do not have the time or desire to maintain a large suburban lot.

Parks, Open Space and Recreation Areas
Within the 2.68 acres of open space, one (1) amenity area is planned for Phase 4 of this development. The amenity will complement the architectural style of the homes, and the community's overall landscape theme. The planned .75-acre amenity area (28% of 2.68 ac open space) will feature ramadas with a large picnic tables, play structures with a shade elements, bike racks, trash receptacles, pet waste stations, and large turf areas for active play. The remaining 1.93 acres of open space areas consists of passive tracts as well as drainage areas on the eastern project boundary. These tracts and open spaces are planting with shrub and ground cover material to compliment the architectural character as well as keep in character with all other previous phases of the project. The proposed amenity and open space areas comply with the Approved PAD documents.

Trails
The community is designed to encourage a healthy and active lifestyle through the inclusion of trails and sidewalks that connect residents to each area of open space and various amenity areas within the development. Ensuring access to the City's planned bike lanes and trails, shown on the Parks, Recreation Facilities and Trails Master Plan, is a top priority for this community. Through the use of pedestrian gates, residents will have access to Avondale's extensive system of trails and bikeways, connecting homes and

310 E Rio Salado Parkway
Tempe, AZ 85281
480.530.0077
info@ablastudio.com
ABLASTUDIO.COM

residents to parks, shopping areas, businesses, schools, Estrella Mountain Community College, and to public land surrounding the City.

Monumentation and Theming

Enhanced gateway monumentation and overall project theming will be provided within the community and at the gated project access way off Roosevelt Parkway. Within Phase 4, monumentation shall be provided on the East side of 106th Avenue. The 106th Ave. monument includes a 6'-0" tall monument using 12"x12" Cantera tile with a 2" Cantera paver cap. Polished aluminum reverse pan channel letters that are internally lit spell out "Roosevelt Park, a Mattamy Homes Community". A perimeter wall designed to match the greater community has been provided within Phase 4 for community security and safety and will be enhanced by a comprehensive landscape character and palette, punctuated by attractive features signifying arrival to the community. Together, these elements will be integrated with each other to establish a character that complements the City of Avondale, the community as a whole, and surrounding developments.

Conclusion

The proposed Phase 4 development furthers the City of Avondale's aspirations for quality residential areas, and provides prospective residents with a well-organized, interconnected community. With ample open space, landscape areas, recreational amenities, and unique monumentation, the development will reflect the character of the area and the overall proposed Roosevelt Park development. Phase 4 of Roosevelt Park will continue to provide a desirable residential community within Avondale, while respecting its existing adjacent neighborhoods, commercial development, and planned employment centers.

Primary Community Design Objectives and Guiding Principles:

- Emphasize a variety of land uses to provide housing (at many socio-economic levels), services, and recreational opportunities;
- Create a strong thematic identity communicated through monumentation, landscape materials, walls, and fencing;
- Create the physical facilities and establish soft infrastructure programs to encourage "community" building;
- Develop a high-quality community that is compatible with the existing built environment;
- Create clear hierarchies of open space, public spaces, and circulation patterns;
- Offer diversity in lot sizes and architectural styles;
- Organize neighborhoods around centralized parks and provide interconnectivity to adjacent neighborhoods;
- Balance low-water usage/native landscapes with landscape theme concepts; and
- Create dual-usage open spaces that facilitate recreational use while functioning as storm water retention and recharge opportunities.

Exhibit F

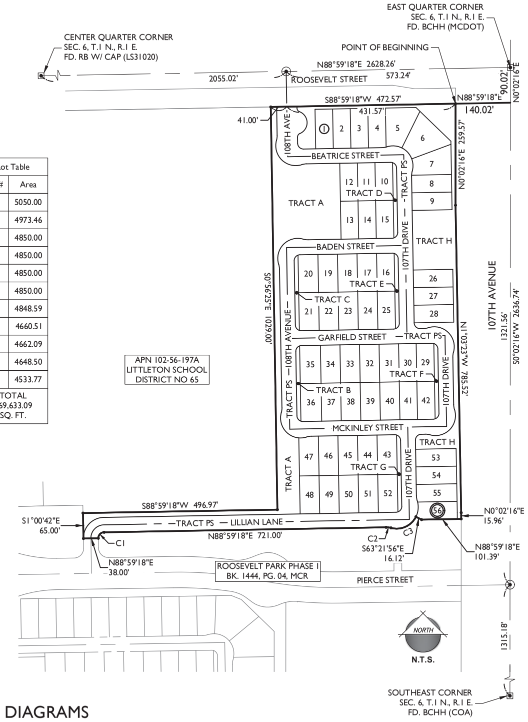
Preliminary Plat

Roosevelt Park II Phase 4

Received May 17, 2021

PRELIMINARY PLAT FOR ROOSEVELT PARK PHASE 4

A PORTION OF THE SOUTHEAST QUARTER, SECTION 6, T.1 N., R.1 E., GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



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7	5937.69
8	4589.93
9	4590.00
10	4363.59
11	4365.00
12	4365.00
13	4365.00
14	4365.00
15	4363.59

Lot Table	
Lot #	Area
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18	4850.00
19	4850.00
20	4927.39
21	4927.39
22	4850.00
23	4850.00
24	4850.00
25	4363.59
26	4551.54
27	4553.12
28	4554.70
29	4363.59
30	4365.00

Lot Table	
Lot #	Area
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34	4850.00
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37	4850.00
38	4850.00
39	4850.00
40	4850.00
41	4365.00
42	4363.59
43	5048.59
44	5050.00
45	5050.00

Lot Table	
Lot #	Area
46	5050.00
47	4973.46
48	4850.00
49	4850.00
50	4850.00
51	4850.00
52	4848.59
53	4660.51
54	4662.09
55	4648.50
56	4533.77
TOTAL 269,633.09 SQ. FT.	

TRACT USE TABLE

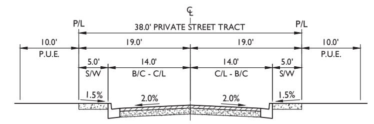
TRACT	USE	AREA (SF)	AREA (AC)
A	LANDSCAPE / OPEN SPACE / RETENTION / AMENITY	62171	1.427
B	LANDSCAPE / OPEN SPACE	1846	0.042
C	LANDSCAPE / OPEN SPACE	1846	0.042
D	LANDSCAPE / OPEN SPACE	1846	0.042
E	LANDSCAPE / OPEN SPACE	1846	0.042
F	LANDSCAPE / OPEN SPACE	1846	0.042
G	LANDSCAPE / OPEN SPACE	1886	0.043
H	LANDSCAPE / OPEN SPACE / RETENTION	43366	0.996
	TOTAL OPEN SPACE AREA	116653	2.676
PS	PRIVATE STREET TRACT	143252	3.289
	TOTAL TRACT AREA	259905	5.965

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	23.56'	15.00'	21.21'	090°00'00"
C2	12.77'	45.00'	12.73'	016°15'37"
C3	75.46'	55.00'	69.68'	078°36'51"

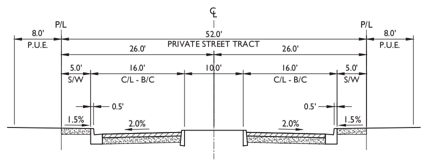
LEGEND

- PROPERTY BOUNDARY
- STREET CENTERLINE
- RIGHT OF WAY
- LOT LINE
- PUBLIC UTILITY EASEMENT
- SIGHT VISIBILITY TRIANGLE
- WATER LINE
- SEWER LINE



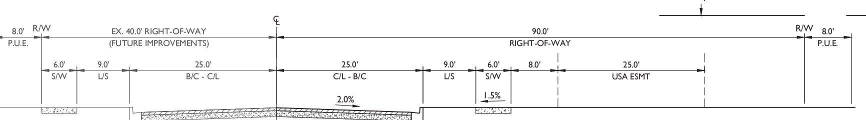
PRIVATE STREET - PARKING ON ONE SIDE

N.T.S

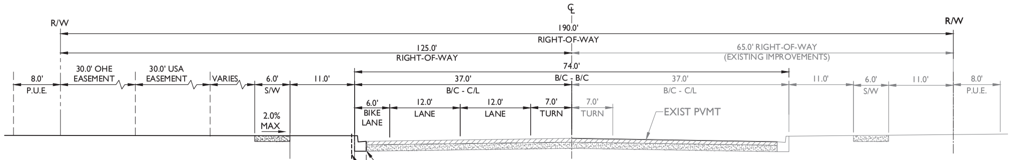


ENTRY DRIVE OFF ROOSEVELT STREET

N.T.S



ROOSEVELT STREET



107TH AVENUE

N.T.S - LOOKING NORTH

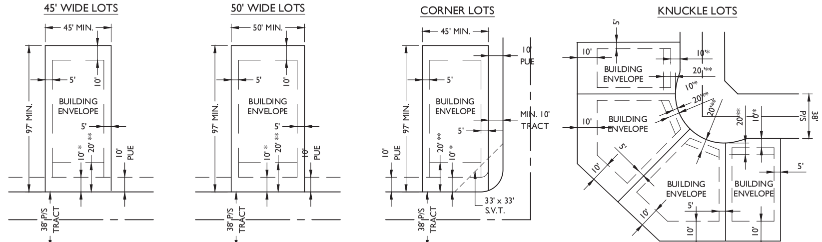
LOT DIAGRAMS

45' WIDE LOTS

50' WIDE LOTS

CORNER LOTS

KNUCKLE LOTS



FRONT SETBACK NOTES:
- * FRONT LIVABLE / SIDE-LOADED GARAGE
- ** FRONT FACING GARAGE

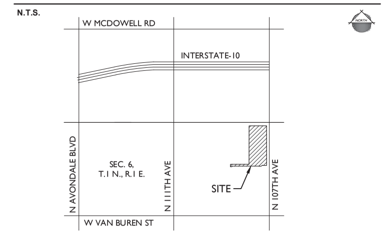
ROOSEVELT PARK PAD DEVELOPMENT STANDARDS

STANDARD	50' x 95'	45' x 95'
MIN. LOT AREA	4,750 SF	4,275 SF
MIN. LOT WIDTH	50'	45'
MIN. LOT DEPTH	95'	95'
MAX. HEIGHT	2 STORIES / 30'	2 STORIES / 30'
FRONT LIVABLE/SIDE-LOADED GARAGE	10'	10'
GARAGE	20'	20'
SIDE	5'	5'
CORNER LOT - SIDE (ADJACENT TO 10' TRACT)	5' LIVABLE STRUCTURE (2)	5' LIVABLE STRUCTURE (2)
REAR	10'	10' (3)
DISTANCE BETWEEN BUILDINGS	10'	10'
MAX. LOT COVERAGE	*	*

NOTES:
(2) FOR CORNER LOTS, A PROJECTION IS ALLOWED FOR ARCHITECTURAL ARTICULATION INTO THE SIDE SETBACK, AND A 5' PROJECTION IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES INTO THE SIDE SETBACK.
(3) FOR STREET LOADED HOMES, A 5' PROJECTION INTO THE REAR SETBACK IS ALLOWED FOR NON-LIVABLE PATIOS AND PORCHES.
* LOT COVERAGE WILL BE DICTATED BY SETBACKS. SETBACKS WILL SUPERSEDE LOT COVERAGE REQUIREMENTS IN ANY STATED ZONING CATEGORY.

VICINITY MAP

N.T.S.



PROJECT TEAM

PROPERTY REPRESENTATIVE:
MATTAMY ARIZONA, LLC
9200 E PIMA CENTER PKWY, STE. 160
SCOTTSDALE, AZ 85258
TEL: (480)-291-8146
FAX: (480)-302-6076
CONTACT: CHRIS BRAMWELL

CIVIL ENGINEER
EPS GROUP, INC.
1130 N ALMA SCHOOL, STE. 120
MESA, AZ 85201
TEL: (480)-503-2250
FAX: (480)-503-2258
CONTACT: JOE PETRUCCI, P.E.

LANDSCAPE ARCHITECT:
ANDERSONBARON
50 N. MCCLINTOCK DRIVE, SUITE 1
CHANDLER, AZ 85226
TEL: (480)-699-7956
FAX: (480)-699-7986
CONTACT: ALEX FISH

PROJECT INFORMATION

LOCATION:	NEC OF VAN BUREN STREET AND 111TH AVE
A.P.N.:	102-56-197B; PORTION OF 102-56-005Z
GENERAL PLAN:	MEDIUM HIGH DENSITY RESIDENTIAL
ZONING:	PAD
GROSS AREA:	+/- 15.43 AC.
NET AREA:	+/- 12.16 AC.
NO. OF LOTS:	
45' x 95'	28 LOTS
50' x 95'	28 LOTS
TOTAL	56 LOTS
DENSITY:	+/- 4.6 DU/NET AC.
OPEN SPACE:	2.68 ACRES (22% OF NET AREA)
OPEN SPACE (PHASE 1, 2, 3, & 4):	24.50 ACRES (23.6% OF PHASE 1, 2, 3 & 4 NET AREA)

PRELIMINARY PLAT NOTES

1. ALL LANDSCAPING WITHIN ADJACENT PUBLIC RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION, EXCLUDING MEDIANS ON ARTERIAL STREETS.
2. ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OF EASEMENTS; AND CONSTRUCTION WITHIN SUCH EASEMENTS SHALL BE LIMITED TO UTILITIES, LANDSCAPING, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCES.
3. ALL EXISTING OVERHEAD UTILITIES SHALL BE INSTALLED UNDERGROUND IN ACCORDANCE WITH CITY OF AVONDALE MUNICIPAL CODE AND AS REQUIRED BY THE ARIZONA CORPORATION COMMISSION.
4. NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS AND APPROVED OR EXISTING CONVEYANCE PATTERNS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
5. NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
6. NO WALLS/FENCES SHALL BE BUILT WITHOUT PRIOR CITY OF AVONDALE APPROVAL.
7. EACH FINAL PLAT SHALL INCLUDE A NOTE THAT STATES THAT THE SUBDIVISION IS SUBJECT TO A MAINTENANCE IMPROVEMENT DISTRICT.
8. THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE VAN BUREN STREET TRAIL EASEMENT.
9. THE ROOSEVELT PARK HOMEOWNERS' ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF PRIVATE STREETS, ALL LANDSCAPING IN PRIVATE TRACTS, AND ADJOINING PRIVATE PROPERTY OUTSIDE OF INDIVIDUAL LOT WALLS.
10. HOMES ON LOTS WITH AN ASTERISK SHALL BE REQUIRED TO UTILIZE A HOUSE PLAN / ELEVATION WHERE THE GARAGE IS SITUATED ON THE SIDE OF THE LOT MOST VULNERABLE TO HEADLIGHT INTRUSION.
11. THE SOUTHERN 50 FEET OF ROOSEVELT STREET'S EXISTING 90 FEET RIGHT OF WAY SHALL BE ABANDONED IN THE FUTURE BY SEPARATE INSTRUMENT.

FLOOD ZONE

ZONE X: AREAS OF 0.2% ANNUAL CHANVE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

SHEET INDEX

SHEET 1	CS01	COVER SHEET
SHEET 2	PP01	PRELIMINARY PLAT
SHEET 3	PP02	PHASING PLAN

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

Project: Roosevelt Park - Phase 4
Avondale, AZ

Cover Sheet

Revisions:
DECEMBER 21, 2020 - 1ST PRELIMINARY PLAT SUB.
APRIL 1, 2021 - 2ND PRELIMINARY PLAT SUB.
MAY 10, 2021 - 3RD PRELIMINARY PLAT SUB.

ARIZONA 811 — Call at least two full working days before you begin excavation. Dial 8-1-1 or 1-800-STAKE-IT (782-5348). In Maricopa County: (602)263-1100

Designer:
Drawn by: DCH

Registered Professional Engineer (Civil), CERTIFICATE NO. 54540, JOSEPH W. PETRUCCI III, ARIZONA, U.S.A.

Job No. 17-414

CS01

Sheet No. 1 of 3

17-414 - Roosevelt Park - Phase 4

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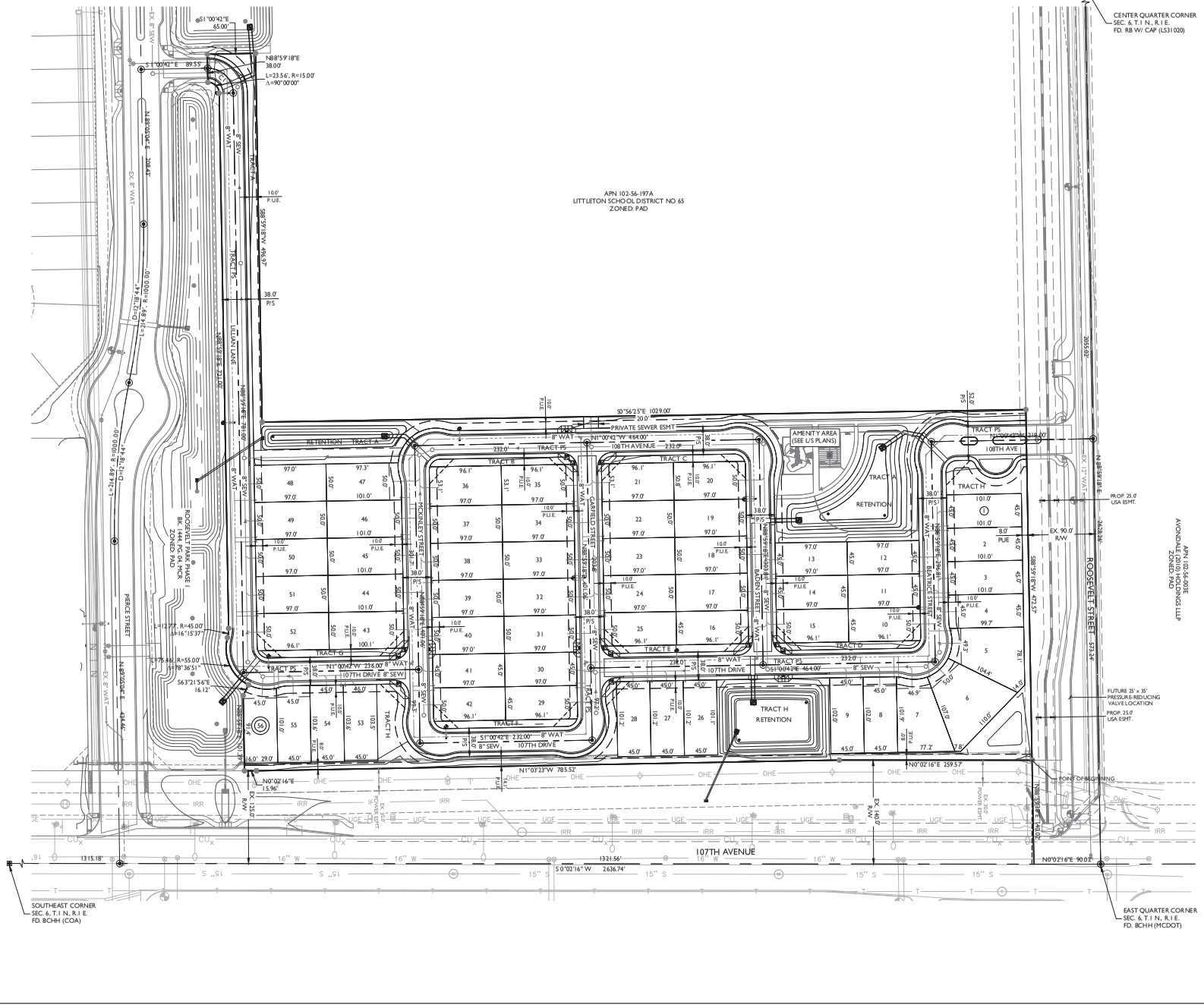

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	DELTA
C1	53.41'	34.00'	48.08'	090°00'00"

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.503.2258
www.eps-g.com | AZ RegistrationNo. C-0108

Project:

Roosevelt Park - Phase 4

Avondale, AZ

Preliminary Plat

Revisions:

DECEMBER 21, 2020 - 1ST PRELIMINARY PLAT SUB.
APRIL 13, 2021 - 2ND PRELIMINARY PLAT SUB.
MAY 10, 2021 - 3RD PRELIMINARY PLAT SUB.

Call at least two full working days before you begin excavation.
ARIZONA BLUE STAKE, INC.
Maricopa County (602) 263-1100
Outside Maricopa County (800) 782-5348

Designer:

Drawn by: DCH

Registered Professional Engineer (Civil)
CERTIFICATE NO.
54540
JOSEPH M.
PETRUCCI III
Date Signed 04-07-21
ARIZONA, U.S.A.

Job No.
17-414

PP01

Sheet No.
2
of 3

17-414 - Roosevelt Park - Phase 4

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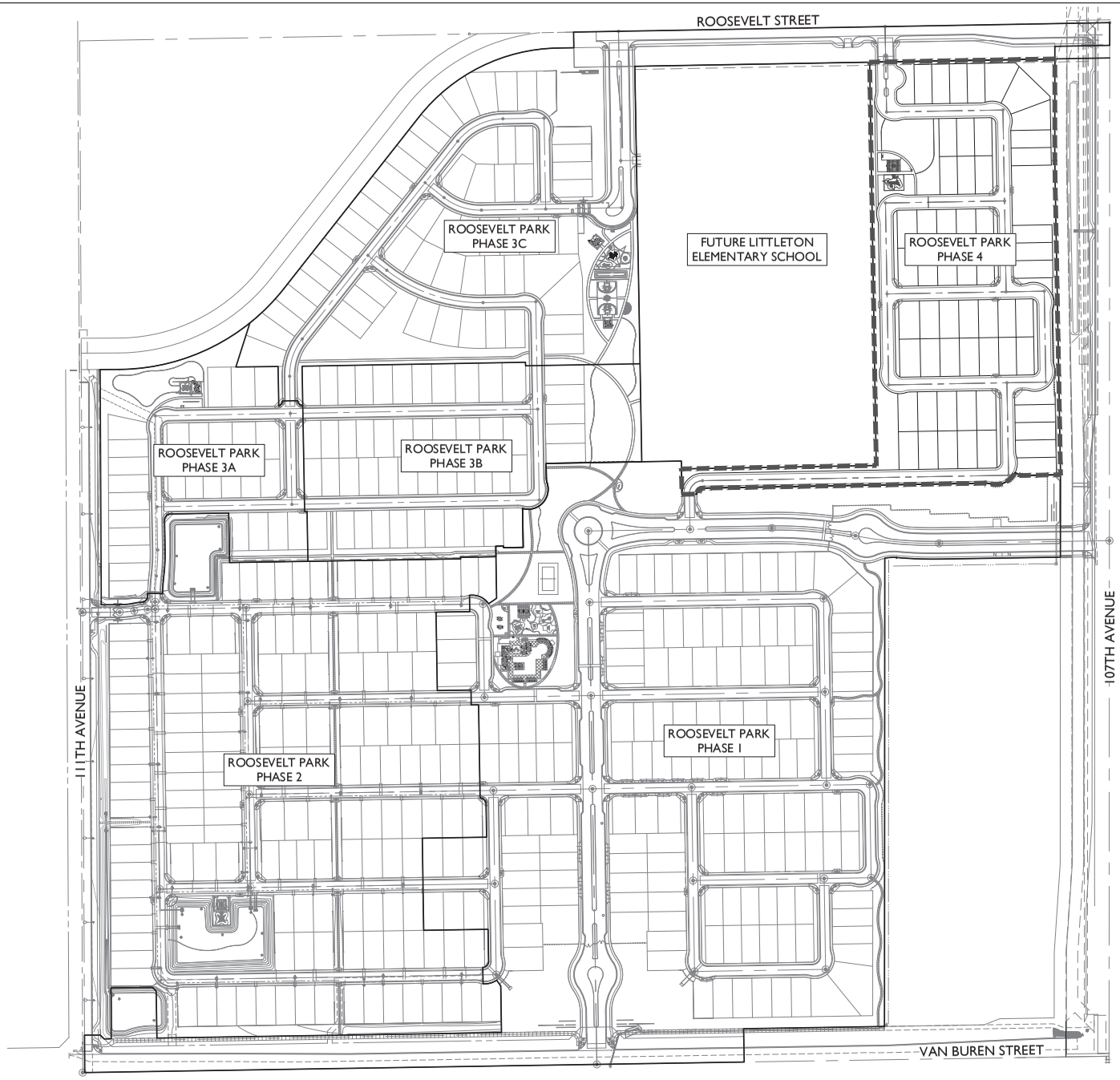

NORTH

120 0 120 240
scale feet

EPS GROUP
1130 N Alma School Road
Suite 120
Mesa, AZ 85201
T 480.503.2250 | F 480.503.2258
www.epsgroup.com

Project:

Roosevelt Park - Phase 4
Avondale, AZ

Phasing Plan

Revisions:

DECEMBER 21, 2020 - 1ST PRELIMINARY PLAT SUB.
APRIL 30, 2021 - 2ND PRELIMINARY PLAT SUB.
MAY 10, 2021 - 3RD PRELIMINARY PLAT SUB.

Call at least two full working days before you begin excavation.
BLUE STAKE, INC.
Maricopa County (602) 263-1100
Outside Maricopa County (800) 782-5348

Designer:
Drawn by: DCH

Registered Professional Engineer (Civil)
CERTIFICATE NO. 54540
JOSEPH M. PETRUCCI III
Date Signed 04-07-21
ARIZONA, U.S.A.

Job No.
17-414

PP02

Sheet No.
3
of 3

Exhibit G

Landscape, Wall, and Open Space Plan

Roosevelt Park II Phase 4

Received June 7, 2021

Roosevelt Park - Phase 4

Landscape Improvement Plans
107th Avenue and Van Buren Street
Avondale, AZ

05.20.2021

CLIENT:

Mattamy Homes
9200 E. Pima Parkway, Suite 160
Scottsdale, AZ 85258
P. 480.291.8118
Contact: Chris Bramwell
Email: chris.bramwell@mattamycorp.com

Consultant Team

Landscape Architect/Planner:

ABLA
310 E Rio Salado Parkway
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D. 480.530.0506
O. 480.530.0077
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Email: andy.baron@ablastudio.com

Civil Engineer:

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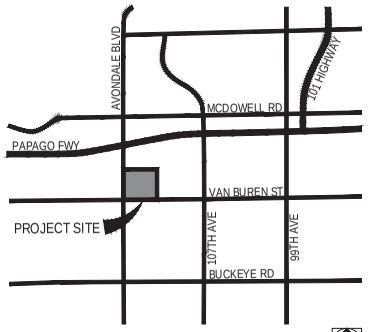
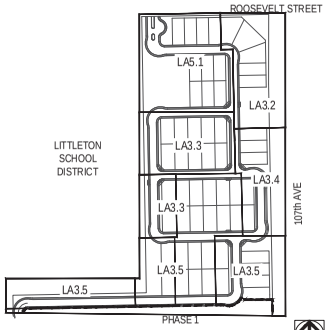
Avondale, AZ 85323
P. 623.547.4661
Contact: Joe Petrucci
Email: joe.petrucci@epsgroupinc.com



Vicinity Map — Not To Scale



Key Map — Not To Scale

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Planting Plan	LA3.1 - LA3.5
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Construction Details	LA6.1 - LA6.11
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Irrigation Specifications	LA8.1-LA8.3
Maintenance Schedule	LA9.1-LA9.2

Roosevelt Park - Phase 4
Landscape Improvement Plan
05.20.2021

ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45440
ANDREW D. BARON
Date signed 05.20.2021
ARIZONA, U.S.A.
EXP. 12-31-21

Revisions

1	
2	
3	
4	

GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

PLANTING DATA SHEET

LANDSCAPE AREAS	REQUIRED	PROVIDED
(1) LANDSCAPE SETBACK/TREES	152 TREES	188 TREES
(2) LANDSCAPE SETBACK/SHRUBS	1,521 SHRUBS	1,600 SHRUBS
(3) RIGHT OF WAY: TREES	48 TREES	65 TREES
(4) RIGHT OF WAY: SHRUBS	1,211 SHRUBS	1,625 SHRUBS
(5) TOTAL TREES (SETBACK/ROW/INTERNAL	200 Trees	253 TREES
(6) TOTAL SHRUBS (SETBACK/ROW/INTERNAL)	2,732 Shrubs	3,225 SHRUBS
(7) TOTAL RIGHT OF WAY LANDSCAPE AREA		134,405* SF
(8) TOTAL USEABLE OPEN SPACE (SQUARE FEET)	17,434 SF	32,670 SF
(9) TOTAL USEABLE OPEN SPACE (PERCENTAGE)	15%	28%

* RIGHT OF WAY LANDSCAPE AREA INCLUDED A 30'-0" WIDE UNPLANTED IRRIGATION EASEMENT. PLANT MATERIALS HAS BEEN PLACED TO SCREEN AND MITIGATE VIEWS OF OPEN EASEMENT AREA.

OPEN SPACE DATA SHEET

	ACRES
A. TOTAL OPEN SPACE EXCLUDING ROW	2.68
B. TOTAL OPEN SPACE EXCLUDING ROW AND BASINS	2.06
C. TOTAL USABLE OPEN SPACE EXCLUDING ROW	0.75
D. TOTAL DEVELOPMENT USEABLE OPEN SPACE	22.77
E. REQ. TOTAL DEVELOPMENT USEABLE OPEN SPACE	3.11
F. REQ.PROJECT TOTAL OPEN SPACE EXCLUDING ROW	20.76
G. PROJECT TOTAL OPEN SPACE EXCLUDING ROW	27.23

GENERAL PROJECT NOTES:

1. THESE NOTES ARE TO BE USED AS A GENERAL REFERENCE IN CONJUNCTION WITH AND AS A SUPPLEMENT TO WRITTEN SPECIFICATIONS, APPROVED ADDENDUMS, AND CHANGE ORDERS ASSOCIATED WITH THIS DOCUMENT SET.
2. ALL WORK SHALL CONFORM TO THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) AND PER LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES, WHICHEVER IS APPLICABLE.
3. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL REVIEW THE PROJECT WITH THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE.
4. THE CONTRACTOR IS RESPONSIBLE TO BECOME FAMILIAR WITH THE PROJECT SITE AND LOCATIONS OF EXISTING AND FUTURE UNDERGROUND SERVICES AND IMPROVEMENTS WHICH MAY CONFLICT WITH THE WORK TO BE DONE. THE CONTRACTOR SHALL UTILIZE AN UNDERGROUND UTILITY COORDINATION SERVICE TO MARK EXISTING UTILITIES 48 HOURS PRIOR TO START OF CONSTRUCTION. NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE IMMEDIATELY SHOULD ANY CONFLICT ARISE.
5. THE CONTRACTOR SHALL PROVIDE MATERIALS OR EQUIPMENT AND PERFORM REQUIRED INCIDENTAL PROCEDURES THAT MAY BE NECESSARY TO COMPLETE THE PROJECT TO SATISFACTORY CONDITIONS AS DIRECTED BY THE DESIGN INTENT OF THIS DOCUMENT SET AND THEREFORE SHALL MEET MINIMUM CONSTRUCTION REQUIREMENTS AND INDUSTRY STANDARDS NOT WITHSTANDING MENTION OR REFERENCE IN THIS DOCUMENT SET.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL NECESSARY PERMITS AND SHALL NOTIFY ALL UTILITY COMPANIES WITH UTILITIES ON SITE PRIOR TO THE CONSTRUCTION OF THE PROJECT.
7. INTERPRETATION OF THIS DOCUMENT SET IN ITS ENTIRETY SHALL BE MADE BY THE LANDSCAPE ARCHITECT OF RECORD AND SHALL BE CONSIDERED FINAL. DISCREPANCIES SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR PRIOR TO SUBMITTING FORMAL BIDS. ALL CLARIFICATIONS SHALL BE PREPARED IN WRITING BY THE LANDSCAPE ARCHITECT OF RECORD PRIOR TO BIDDING. THE CONTRACTOR SHALL ACCEPT THE INTERPRETATION OF THE LANDSCAPE ARCHITECT OF RECORD AS THE CORRECT AND FINAL INTERPRETATION.
8. THIS DOCUMENT SET, INCLUDING ALL PLAN SHEETS, NOTES, DETAILS AND SPECIFICATIONS SHALL BE UTILIZED BY THE CONTRACTOR PERFORMING INSTALLATION AS GENERAL GUIDELINES FOR THE PROJECT DESIGN INTENT. QUANTITIES SHOWN IN THIS DOCUMENT SET ARE ESTIMATES ONLY AND ARE NOT THEREFORE GUARANTEED. THE CONTRACTOR SHALL SUPPLY ALL MATERIALS, LABOR AND EQUIPMENT IN ORDER COMPLETE PROJECT AS SPECIFIED IN THESE DOCUMENTS.
9. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT ANY DISCREPANCIES BETWEEN THE CONSTRUCTION DOCUMENTS AND FIELD CONDITIONS TO THE LANDSCAPE ARCHITECT AND/OR THE OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO THE START OF WORK.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING AND COORDINATING EXISTING SITE CONDITIONS.
11. THE CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONARY MEASURES TO PROTECT EXISTING IMPROVEMENTS AND THE PUBLIC FROM DAMAGE THROUGHOUT THE CONSTRUCTION PROCESS.
12. SHOULD THE CONTRACTOR HAVE ANY QUESTIONS REGARDING THIS DOCUMENT SET OR SHOULD THERE BE ANY DISCREPANCIES, THE CONTRACTOR SHALL CONTACT THE LANDSCAPE ARCHITECT FOR CLARIFICATION BEFORE PROCEEDING.
13. CONTRACTOR SHALL PROPERLY COORDINATE WORK TO BE PERFORMED WITH OTHER CONTRACTOR'S WORK PRIOR TO INSTALLATION.
14. CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGES IMPOSED UNINTENTIONALLY OR ACCIDENTALLY TO EXISTING UTILITIES, STRUCTURES, WALLS, OR OTHER AMENITIES, DUE TO THE ACTION OF THE CONTRACTOR, CONTRACTOR'S EMPLOYEES AND/OR THE CONTRACTOR'S SUBCONTRACTORS. DAMAGE INCURRED DURING THE CONTRACTOR'S OPERATION SHALL BE REPAIRED AT THE EXPENSE OF THE CONTRACTOR, TO THE SATISFACTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
15. EXISTING SITE CONDITIONS AND THE DOCUMENT SET BASE INFORMATION HAVE BEEN PROVIDED BY THE PROJECT CIVIL ENGINEER.
16. CONTRACTOR SHALL MATCH GRADES, LAYOUT AND ELEVATIONS OF ADJOINING LANDSCAPE WORK BY OTHERS. NOTIFY THE LANDSCAPE ARCHITECT OF CONFLICTS BEFORE PROCEEDING WITH CONSTRUCTION.
17. THE CONTRACTOR SHALL PROVIDE BARRICADES AND TRAFFIC CONTROL ALONG PUBLIC STREETS, IF REQUIRED, DURING INSTALLATION AND SHALL BE RESPONSIBLE FOR SECURING APPROVAL AND PERMIT FOR THE PROCESS.

PLANTING GENERAL NOTES:

1. CONTRACTOR SHALL REVIEW PLANTING PLAN WITH LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
2. CONTRACTOR SHALL REVIEW SITE SOILS REPORT PRIOR TO PLANTING. WATER TEST ALL TREE PLANTING HOLES PRIOR TO PLANTING. IF TREE HOLE DOES NOT DRAIN, DO NOT PLANT, SEE HARDPAN DETAIL.
3. PLANTING AND IRRIGATION DESIGN MAY BE MODIFIED TO ADAPT TO HARDSCAPE CONFIGURATIONS THAT DIFFER FROM THESE PLANS, OR BECAUSE OF GRADE LIMITATIONS ON SITE. SUBSTANTIAL DEVIATION FROM THIS DOCUMENT SET WILL REQUIRE REVIEW AND APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE.
4. LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE RESERVE THE RIGHT TO REFUSE ANY PLANT MATERIALS DEEMED UNACCEPTABLE. SEE SPECIFICATIONS AND THIS DOCUMENT SET FOR MINIMUM REQUIREMENTS.
5. THE CONTRACTOR SHALL SUBMIT IN WRITING REQUESTS FOR ANY AND ALL SUBSTITUTIONS TO BE APPROVED BY THE LANDSCAPE ARCHITECT.
6. CONTRACTOR SHALL REFER TO THE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS NOT SHOWN ON DRAWINGS.
7. ALL PLANT MATERIAL SHALL BE IN COMPLIANCE WITH THE AMERICAN STANDARDS FOR NURSERY STOCK, LATEST EDITION AND STANDARDIZED PLANT NAMES, LATEST EDITION.
8. PLANT MATERIAL MARKED "SALVAGE" SHALL BE SELECTED FROM FROM ON-SITE SALVAGE INVENTORY OR LOCATED BY THE LANDSCAPE ARCHITECT FROM ANOTHER SOURCE. ALL MATERIAL SELECTIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND/OR OWNER'S AUTHORIZED REPRESENTATIVE.
9. FINAL LOCATION OF PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE OWNER'S AUTHORIZED REPRESENTATIVE.
10. ALL SPECIMEN TREES, SHRUBS AND CACTI SHALL BE FIELD LOCATED BY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.
11. LOCATE PLANTS AWAY FROM SPRINKLER HEADS, LIGHT FIXTURES AND OTHER OBSTRUCTIONS. CONTRACTOR SHALL OBSERVE MINIMUM OFFSETS FROM THE FOLLOWING STRUCTURES; TREES SHALL BE PLANTED A MINIMUM OF 10'-0" FROM STREET LIGHTS (MEASURED FROM MATERIAL MATURITY), 6'-0" FROM EDGE OF UNDERGROUND PIPELINES AND A MINIMUM OF 4'-0" FROM HARDSCAPE , CURBS AND WALLS (MEASURED FROM CENTER OF PLANT MATERIAL). SHRUBS SHALL BE PLANTED A MINIMUM OF 2'-0" FROM CURB AND WALKS AND 3'-0" FROM FIRE SUPPRESSION DEVICES (MEASURED FROM MATERIAL MATURITY). LOCAL OR STATE GOVERNING CODES AND/OR ORDINANCES SHALL SUPERCEDE SPECIFIED DISTANCES SO LONG AS THEY SURPASS STATED REQUIREMENTS.
12. WHERE THE LOCAL REVIEWING AGENCY REQUIRES THE USE OF ROOT BARRIER PANELS FOR TREES, CONTRACTOR SHALL INSTALL "SHAWTOWN ROOT BARRIER PANELS" (OR APPROVED EQUAL). CONTRACTOR SHALL SUBMIT SPECIFICATION SHEETS OF PROPOSED ROOT BARRIER PANELS TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
13. THE CONTRACTOR SHALL INSTALL ARBOR GUARDS AT ALL TREES LOCATED IN TURF AREAS.
14. ON-SITE AND OFF-SITE TOPSOIL SHALL CONFORM TO CONTENT REQUIREMENTS AS SPECIFIED IN PART 2 OF THE PLANTING SPECIFICATIONS. AGRONOMY TEST SUBMITTALS ARE REQUIRED FOR ALL MATERIAL USED FOR TOPSOIL AND BACKFILL. SUBMIT REPORT TO LANDSCAPE ARCHITECT FOR REVIEW.
15. CACTI SHALL BE PLANTED A MINIMUM OF 3'-0" AWAY FROM ALL PEDESTRIAN ROUTES.
16. CACTI SHALL BE WELL ROOTED AND NON-SCARRED.
17. ALL TREE STAKING SHALL CONFORM TO THE PLANTING DETAILS OR AS NOTED IN THE SPECIFICATIONS. THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE SHALL REVIEW TYPICAL TREE STAKING PRIOR TO FINAL ACCEPTANCE.
20. CONTRACTOR SHALL INSTALL ANGULAR GRANITE RIP-RAP IN ALL DRAINAGE SWALES, AND WHERE INDICATED ON PLANS. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR COLOR AND SIZE OF ANGULAR GRANITE RIP-RAP. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION. CONTRACTOR SHALL REFER TO CIVIL PLANS FOR ADDITIONAL INFORMATION.
21. DECOMPOSED GRANITE IS REQUIRED IN ALL PLANTING AREAS EXCEPT AREAS OF TURF AND ANGULAR GRANITE RIP-RAP AND SHALL EXTEND UNDER PLANT MATERIAL UNLESS NOTED OTHERWISE ON PLANS. ALL PLANTING AREAS SHALL RECEIVE A 2" MINIMUM LAYER OF DECOMPOSED GRANITE THROUGHOUT. REFER TO MATERIALS SCHEDULE / PLANTING LEGEND FOR SIZE AND COLOR OF DECOMPOSED GRANITE. CONTRACTOR SHALL SUBMIT SAMPLES TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL PRIOR TO INSTALLATION.
22. THE CONTRACTOR SHALL PROVIDE MAINTENANCE FOR ALL PLANT MATERIAL FROM THE TIME OF INSTALLATION THROUGH SUBSTANTIAL COMPLETION.
23. PLANT MATERIAL SHALL NOT BE INSTALLED OR ALLOWED TO GROW TO WITHIN 3'-0" OF A FIRE HYDRANT OR FIRE DEPARTMENT CONNECTION (FCD). MAINTAIN A MINIMUM VERTICAL CLEARANCE OF 15'-0" WHERE TREES OVERHANG THE CURB LINE. TREES SHALL BE PLANTED A MINIMUM OF 5'-0" FROM ANY STRUCTURE UNLESS OTHERWISE NOTED.
24. IN DISTURBED AREAS INDICATED TO RECEIVE REVEGETATION HYDROSEED AND/OR PLANTING, THE CONTRACTOR SHALL MATCH EXISTING NATURAL DESERT FLOOR GROUND COVER CONDITIONS ADJACENT TO THE PROJECT.
25. NATIVE REVEGETATION AREAS AND PLANTER BEDS NOTED IN THIS DOCUMENT SET SHALL BE TREATED WITH PRE-EMERGENT AS PER MANUFACTURER'S INSTRUCTIONS. RE-APPLY AS NECESSARY TO ELIMINATE INVASIVE WEEDS. REMOVE ALL DEAD DEBRIS.
26. THE CONTRACTOR SHALL PROVIDE A 50'-0" BY 50'-0" TYPICAL MOCKUP OF NATIVE REVEGETATION AREAS NOTED IN THIS DOCUMENT SET FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE.

IRRIGATION GENERAL NOTES:

1. THE CONTRACTOR SHALL INSTALL THE SPECIFIED SYSTEM IN ACCORDANCE WITH THE ATTACHED SCHEDULES, NOTES, DETAILS, AND SPECIFICATIONS.
2. CONTRACTOR TO VERIFY PRESSURE ON-SITE AND NOTIFY LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO INSTALLATION OR ORDERING OF MATERIALS. IF CONTRACTOR FAILS TO NOTIFY THE PROPER PARTY, THE CONTRACTOR SHALL BE FINANCIALLY RESPONSIBLE FOR ALL NECESSARY SYSTEM ALTERATIONS REQUIRED TO FACILITATE AN EFFICIENT AND OPERATIONAL SYSTEM. THIS IRRIGATION SYSTEM REQUIRES A MINIMUM OF 65 TO 75 PSI WATER PRESSURE AT WATER METER.
3. THE CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING ON PROJECT TO VERIFY INSTALLATION CONDITIONS.
4. THE CONTRACTOR SHALL FIELD VERIFY EXISTING TAP LOCATIONS. ALL NEW METERS SHALL BE INSTALLED PER THE IRRIGATION SCHEDULE.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR FULL IRRIGATION COVERAGE OF ALL PLANT MATERIAL, INCLUDING TURF.
6. WORK SHALL CONFORM TO ALL CONSTRUCTION CODES AND REGULATIONS.
7. PRIOR TO COMMENCEMENT OF WORK, THE CONTRACTOR SHALL CONTACT AN UNDERGROUND UTILITY COORDINATION SERVICE TO VERIFY LOCATIONS AND DEPTHS OF EXISTING UTILITIES THAT MAY BE AFFECTED BY DESCRIBED WORK, AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO SUCH UTILITIES CAUSED AS A RESULT OF THE IRRIGATION INSTALLATION.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMMENDATING THE OWNER AND/OR THE OWNER'S REPRESENTATIVE FOR ANY DESIGN CHANGES MADE AS A RESULT OF DEVIATION BY THE CONTRACTOR FROM THE PLANS AND SPECIFICATIONS OR DUE TO ERRORS, FAULTY WORKMANSHIP.
9. ALL VALVES SHALL NOT EXCEED MANUFACTURES SPECIFICATIONS.
10. SUPPLY THE FOLLOWING MATERIAL TO THE OWNER:
    - 10.1. TWO WRENCHES FOR DISASSEMBLY AND ADJUSTING OF EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED.
    - 10.2. TWO KEYS FOR EACH OF THE CONTROLLERS.
    - 10.3. TWO COUPLERS WITH MATCHING HOSE BIBBS AND SHUT-OFF VALVE.
    - 10.4. TWO VALVE BOX KEYS.
11. INSTALL PVC MAINLINE AND LATERALS ACCORDING TO THE IRRIGATION AND PIPING SCHEDULES.
12. ALL VALVES SHALL NOT EXCEED MANUFACTURERS DESIGN SPECIFICATIONS.
13. VALVE BOXES SHALL BE SQUARE TO ADJACENT WALKS OR CURBS AND FLUSH WITH THE FINAL GRADE AND GROUPED TOGETHER WHEN POSSIBLE.
14. CONTRACTOR SHALL INSTALL GREEN VALVE BOXES IN TURF AREAS AND TAN VALVE BOXES IN DECOMPOSED GRANITE AREAS.
15. VALVE BOXES TO BE BRANDED WITH CONTROLLER AND STATION NUMBER.
16. INSTALL ALL MAINLINES WITH A MINIMUM OF 20" OF COVER.
17. INSTALL ALL LATERALS WITH A MINIMUM OF 12" OF COVER.
18. ALL PIPE TO BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS AND ASTM STANDARD D 2774.
19. FLUSHING OF ALL LINES PRIOR TO INSTALLATION OF SPRINKLERS AND EMITTERS IS REQUIRED.
20. INSTALL ALL SPRINKLERS, EMITTERS, AND RELATED MATERIAL PER IRRIGATION SYSTEM SPECIFICATIONS AND DETAILS.
21. CONTROLLER TO BE INSTALLED AS PER MANUFACTURERS SPECIFICATIONS. CONTROLLER SIZE AND QUANTITIES TO BE DETERMINED BY THE VALVE REQUIREMENTS AND POINT OF CONNECTIONS. INSTALL ONE (1) CONTROLLER AT EACH POINT OF CONNECTION.
22. ALL ELECTRICAL CONNECTIONS SHALL BE MADE AT THE REMOTE CONTROL VALVE BOXES, CONTROLLER ENCLOSURES AND VALVE BOXES SPECIFICALLY FOR ELECTRICAL CONNECTIONS.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ALL WIRING FROM THE CIRCUIT BREAKER AT THE 120 VOLT SOURCE LOCATION TO AUTOMATIC CONTROLLER.
24. CONTROLLER WIRES THAT ARE DIRECT BURIED SHALL BE #14 OR BETTER, BUNDLED OR WRAPPED A MINIMUM OF EVERY TWELVE (12') FEET. DURING INSTALLATION WIRES SHALL HAVE A 24" LOOP TIED IN ALL DIRECTION CHANGES GREATER THAT 30 DEGREES AND BE UNTIED PRIOR TO TRENCH FILL IN.
25. INSTALL ALL VALVE WIRING IN MAINLINE TRENCH AS DETAILED.
26. INSTALL ALL MAINLINE GATE VALVES IN A ROUND PLASTIC VALVE BOX PER DETAILS.
27. THE MAINLINE, LATERAL PIPE, AND VALVES ARE SHOWN SCHEMATICALLY AND SHALL BE INSTALLED WITHIN THE LANDSCAPE AREA, ADJACENT TO HARDSCAPE WITHIN DESCRIBED LIMIT OF WORK.
28. ALL MAINLINE PIPE SHALL BE A MINIMUM OF SCHEDULE 40.
29. ALL MAINLINE AND IRRIGATION EQUIPMENT SHALL BE PLACED IN THE LANDSCAPED AREAS.
30. SLEEVES SHALL BE A MINIMUM OF TWO TIMES THE DIAMETER OF THE LINE SIZE AND INSTALLED AS SCHEDULE 40 PVC MINIMUM.
31. ALL PVC SOLVENT WELD FITTINGS SHALL BE LASCO OR APPROVED EQUAL.
32. FLUSH CAPS SHALL BE PLACED IN A VALVE BOX AT THE END OF ALL LATERALS.
33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CUTTING AND PATCHING OF ASPHALT AND CONCRETE AS REQUIRED FOR SLEEVE INSTALLATION ACCORDING TO THE IRRIGATION SCHEDULE.
34. ALL THREADED JOINTS TO BE COATED WITH TEFLON TAPE UNLESS OTHERWISE SPECIFIED BY THE MANUFACTURER. USE LIQUID TEFLON ON METAL PIPE THREADS ONLY.
35. INSTALL ALL ELECTRICAL JOINTS WITH 3-M WATERPROOF CONNECTORS.
36. ALL 120 VOLT VOLT POWER WIRE TO BE INSTALLED PER LOCAL CODE.
37. INSTALL ALL REMOTE CONTROL VALVES AT HEIGHT INDICATED ON DETAILS, AS HIGH AS POSSIBLE BUT ALLOWING CLEARANCE BETWEEN VALVE BOX LID AND FLOW CONTROL HANDLE ON REMOTE CONTROL VALVE.
38. ALL VALVES, PRESSURE REGULATORS AND OTHER DEVICES SHALL BE PLACED IN AN APPROPRIATELY SIZED VALVE BOX WITH A MINIMUM OF TWO (2") INCHES OF PEA GRAVEL.
39. ALL PIPE CROSSINGS IN THE RIGHT-OF-WAY SHALL BE MARKED ON EACH SIDE OF THE CURB WITH A NON-DESTRUCTIBLE MARKING.
40. ALL BACKFLOW PREVENTION DEVICES SHALL HAVE A MINIMUM 24"x36"x4" CLASS B CONCRETE SLAB WITH PIPE SLEEVES. IF A SECURITY CAGE IS INSTALLED, CONCRETE SHALL BE SIX (6") INCHES LARGER ON ALL SIDES THAN THE SECURITY CAGE.
41. BACKFLOW DEVICES SHALL BE A MINIMUM OF TWO (2") FEET FROM THE WATER METER AND BE THE SAME SIZE AS THE METER SERVICE LINE.
42. AFTER INITIAL TESTING, ALL BACKFLOW DEVICES SHALL BE TESTED ANNUALLY.
43. PRIOR TO PUNCHING ANY IRRIGATION SYSTEM IN SERVICE, AN ARIZONA CERTIFIED BACKFLOW DEVICE TESTER SHALL TEST THE BACKFLOW PREVENTION DEVICE AND GIVE A COPY OF THE PASSED TEST RESULTS TO THE PROPER GOVERNING AGENCIES.

HARDSCAPE GENERAL NOTES:

1. CONTRACTOR SHALL LAYOUT AND VERIFY ALL HARDSCAPE ELEMENTS PRIOR TO CONSTRUCTION FOR REVIEW BY THE LANDSCAPE ARCHITECT OR OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES EXIST. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF CONSTRUCTION.
2. DIMENSIONS SHOWN ON THIS PLAN ARE BASED ON THE DOCUMENTS SUBMITTED BY THE PROJECT CIVIL ENGINEER. THE CONTRACTOR SHALL CONTACT THE OWNER'S AUTHORIZED REPRESENTATIVE SHOULD ANY DISCREPANCIES OCCUR. THE CONTRACTOR SHALL SUBMIT IN WRITING SUGGESTED MODIFICATION AND RECEIVE TRANSMITTED RECORD OF APPROVAL FROM OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO COMMENCEMENT OF ANY FIELD REVISIONS.
3. REFER TO CONSTRUCTION DOCUMENTS PREPARED BY THE PROJECT CIVIL ENGINEER FOR ALL INFORMATION REGARDING HORIZONTAL AND VERTICAL CONTROL DIMENSIONS.
4. CONTRACTOR SHALL BE RESPONSIBLE TO HAVE ALL STRUCTURES REPRESENTED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) REVIEWED BY A REGISTERED STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION UNLESS OTHERWISE STATED.
5. FOOTINGS, WALLS AND FENCES SHALL BE PLACED OUTSIDE OF THE PUBLIC RIGHT-OF-WAY.
6. CONTRACTOR SHALL HAVE SIDEWALKS SURVEYED AND STAKED FOR REVIEW BY THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR SHALL NOTIFY LANDSCAPE ARCHITECT 48 HOURS IN ADVANCE FOR SITE REVIEW.
7. UNLESS OTHERWISE NOTED IN THIS DOCUMENT SET OR NOTED IN DETAILS, SIDEWALKS SHALL BE 5'-0" IN WIDTH, 4" THICK, 2500 PSI CONCRETE ON COMPACTED BASE PER SITE SOILS REPORT WITH CONSTRUCTION JOINTS AT 5'-0" ON CENTER AND EXPANSION JOINTS AT 20'-0" ON CENTER. SIDEWALKS SHALL HAVE A MEDIUM BROOM, NON-SKID FINISH PERPENDICULAR TO DIRECTION OF TRAVEL WITH 1/2" RADIUS TOOLED EDGES.
8. RADIUS AT SIDEWALK INTERSECTIONS SHALL BE 5'-0" (TYPICAL), UNLESS NOTED OTHERWISE.
9. CONTRACTOR SHALL PREPARE A 4'X4' SAMPLE PANEL FOR EACH TYPE OF HARDSCAPE MATERIAL SPECIFIED IN THE CONTRACT DOCUMENTS (THIS DOCUMENT SET) FOR APPROVAL BY THE LANDSCAPE ARCHITECT AND OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO CONSTRUCTION.
10. CONTRACTOR IS RESPONSIBLE FOR REMOVING STAINS AND SPILLS ON FINISHED HARDSCAPE IMMEDIATELY.
11. CONTRACTOR IS RESPONSIBLE FOR PROTECTING FINISHED WORK UNTIL PROJECT ACCEPTANCE BY OWNER/OWNER'S REPRESENTATIVE.

GRADING GENERAL NOTES:

1. CONTRACTOR SHALL GRADE TO MAINTAIN POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES AND MAINTAIN AND/OR CREATE DRAINAGE SPECIFIED ON THE PROJECT CIVIL ENGINEERS CONSTRUCTION DOCUMENTS. CONTRACTOR SHALL KEEP DRAINAGE WAYS AND NATURAL FLOW CHANNELS SPECIFIED FREE FROM OBSTRUCTIONS THAT MAY IMPAIR FLOW.
2. FINISH GRADING SHALL BE BY THE DIRECTION OF THE LANDSCAPE ARCHITECT. ALL GRADING SHALL BE APPROVED BY OWNER'S AUTHORIZED REPRESENTATIVE PRIOR TO PLANTING.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY CALICHES ENCOUNTERED ON SITE AT NO ADDITIONAL COST TO THE OWNER.
4. FINISH GRADE OF ALL PLANTING AREAS SHALL COMPLY WITH PART 3 OF THE PLANTING SPECIFICATIONS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CREATING A NATURAL UNDULATING GROUNDPLANE IN ALL PLANTING AREAS AT/PER THE DIRECTION OF THE LANDSCAPE ARCHITECT.

GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CAUIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CAUIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CAUIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

A B L A
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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Expires 12/31/2021 ARIZONA U.S.A.
REV. 2-3-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona
General Notes

mattamy HOMES

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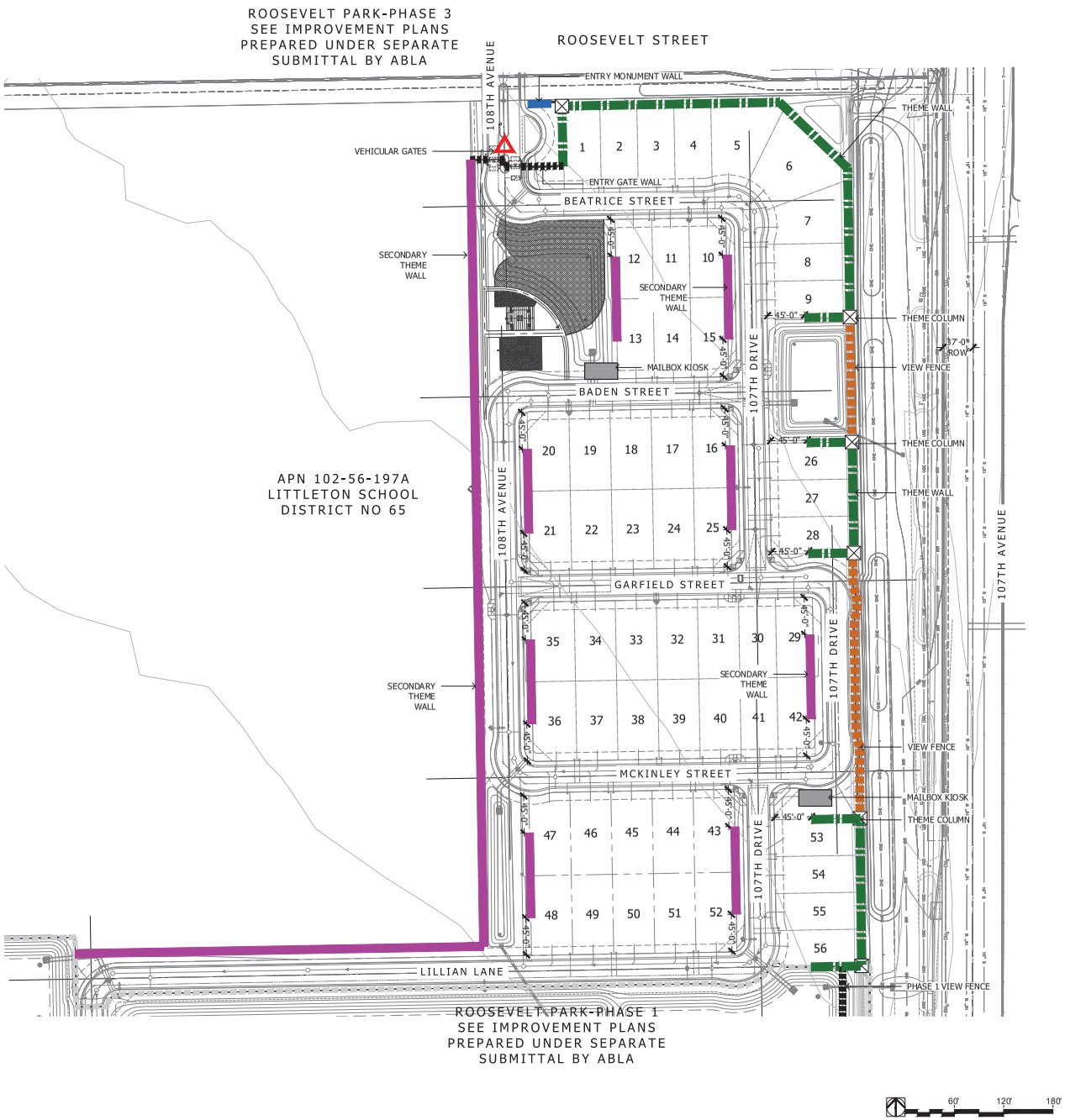
Revisions
1
2
3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

Title General Notes
Date Issued 05.20.2021
Scale N/A
Drawn By CR
Checked By CH, AB
Project Number
Permit Number
Sheet Number LA0.1



WALL LEGEND

SYMBOL	DESCRIPTION	DETAIL	QTY.
	THEME WALL	DETAIL 1, SHEET LA6.1	1,232 LF
	SECONDARY THEME WALL	DETAIL 2, SHEET LA6.1	2,277 LF
	VIEW FENCE	DETAIL 4, SHEET LA6.1	476 LF
	ENTRY MONUMENT	DETAIL 1, SHEET LA6.4	28 LF
	ENTRY GATE WALLS	DETAIL 6, SHEET LA6.3	100 LF
	PHASE 1 VIEW FENCE - SEE PHASE 1 PLANS		
	THEME COLUMN	DETAIL 1&2, SHEET LA6.1	6
	VEHICULAR GATES	DETAIL 1, SHEET LA6.2	1
	MAILBOX KIOSK	DETAIL 3, SHEET LA6.4	2

GENERAL WALL NOTES

1. ALL WALLS TO TERMINATE WITH A TURNED END WALL END 45'-0" FROM PROPERTY LINE.
2. QUANTITIES SHOWN ARE FOR BIDDING AND PERMITTING PURPOSES ONLY, CONTRACTOR TO VERIFY.
3. CONTRACTOR TO VERIFY SIDEYARD RETURN LOCATIONS WITH HOMEBUILDER PRIOR TO CONSTRUCTION. (SIDEYARD RETURNS BUILT BY HOMEBUILDER)
4. CONTRACTOR TO INSTALL A 6" X 6" CONCRETE HEADER FROM END OF WALL CENTERED ON PROPERTY LINE TO BACK OF CURB OR SIDEWALK.
5. QUANTITIES SHOWN FOR TOTAL LENGTHS OF ALL WALL PLAN SHEETS

GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2 INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
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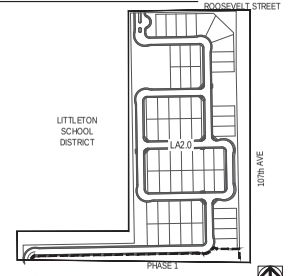
Contact Arizona 811 at least two full working days before you begin
ARIZONA 811
Call 811 or click Arizona811.com
In Maricopa County: (602) 263-1100



Key Map
Not To Scale

ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NUMBER 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. EXP. 2-31-22

Roosevelt Park
Phase 4 Landscape Improvements
Avondale, Arizona

Wall Plan

mattamy HOMES

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Revisions
1
2
3

Issued for
- ☐ Design Dev.
- ☐ Progress
- ■ City Submittal 05.20.2021
- ☐ Bid Set
- ☐ Construction

Title: Wall Plan
Date Issued: 05.20.2021
Scale: 1" = 60'-0"
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA2.0

ROOSEVELT PARK-PHASE 3
SEE IMPROVEMENT PLANS PREPARED UNDER
SEPARATE SUBMITTAL BY ABLA

APN 102-56-197A
LITTLETON SCHOOL
DISTRICT NO 65

108TH AVENUE

BEATRICE STREET

BADEN STREET

107TH DRIVE

DRAINAGE STRUCTURE - REFER TO CIVIL PLANS

FIRE HYDRANT - 3'-0" CLEARANCE TYP.

SIDEWALK RAMP PER CIVIL

LIMIT OF WORK

POB

SVT

PUE

ROW

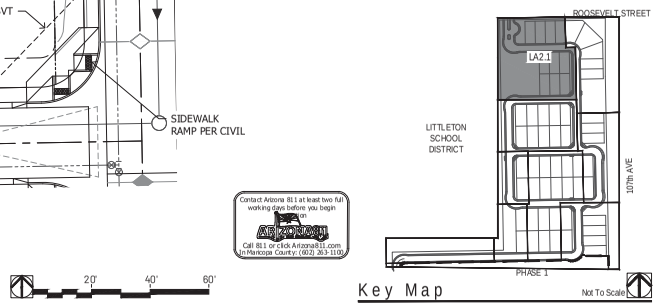
BOC

38'-0" ROW

5'-0" SW

20'-0" TYP.

1 2 3 4 10 11 12 13 14 15



Key Map

Not To Scale

Contact Arizona 811 at least two full working days before you begin

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20' 40' 60'

KEYNOTES

1. LANDSCAPE AREA - SEE LANDSCAPE PLANS, SHEETS LA3.0 - LA3.5
2. DECOMPOSED GRANITE - SEE DETAIL 5, SHEET LA7.1
3. CONCRETE SIDEWALK - SEE DETAILS 5 & 6 LA6.7
4. CONCRETE HEADER - SEE DETAIL 9, SHEET LA6.7
5. CONCRETE TURNDOWN - SEE DETAIL 7, SHEET LA6.7
6. CONCRETE HEADER TURNDOWN - SEE DETAILS 8, SHEET LA6.7
7. CONCRETE PAD - SEE DETAIL 4, SHEET LA6.8
8. WOOD FIBER - SEE DETAIL 2, SHEET LA6.8
9. TURF - SEE DETAIL 2, SHEET LA7.2
10. RAMADA - SEE DETAIL 2, SHEET LA6.5
11. POST MOUNTED CHARCOAL GRILL - SEE DETAIL 2, SHEET LA6.7
12. BEAN BAG TOSS - SEE DETAIL 5, SHEET LA6.8
13. NATURESCAPE PLAY STRUCTURE - SEE DETAIL 3, SHEET LA6.6
14. SHADE SAIL - SEE DETAIL 2, SHEET LA6.6
15. PICNIC TABLE - SEE DETAIL 4, SHEET LA6.7
16. BENCH - SEE DETAIL 1, SHEET LA6.7
17. TRASH RECEPTACLE - SEE DETAIL 3, SHEET LA6.7
18. PET WASTE STATION - SEE DETAIL 3, SHEET LA6.8
19. STABILIZED DECOMPOSED GRANITE - SEE DETAIL 6, SHEET LA6.8
20. E.P.D.M. ADA ACCESS RAMP INTO WOOD FIBER - SEE DETAIL 1, SHEET LA6.8
21. PEDESTRIAN GATES - SEE DETAIL 6, SHEET LA6.1
22. THEME WALL - SEE DETAIL 1, SHEET LA6.1
23. SECONDARY THEME WALL - SEE DETAIL 2, SHEET LA6.1
24. ENTRY MONUMENT - SEE DETAIL 1, SHEET LA6.4
25. THEME COLUMN - SEE DETAIL 1&2, SHEET LA6.1
26. VEHICULAR ENTRY GATES - SEE DETAIL 1, SHEET LA6.2
27. VEHICULAR GATE KEYPAD AND KNOX BOX - SEE DETAIL 2, SHEET LA6.2
28. ENTRY GATE WALLS - SEE DETAIL 5&6, SHEET LA6.3
29. VIEW FENCE - SEE DETAIL 4, SHEET LA6.1
30. STEEL HEADER - SEE DETAIL 10, SHEET LA6.7

GENERAL LANDSCAPE NOTES

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SEE WATER PLANS FOR ADDITIONAL INFORMATION

TYP: TYPICAL

POINT OF BEGINNING FOR DIMENSIONS

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OFFICE: 480-530-0077
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CERTIFICATE NO.
45440
ANDREW D. BARON
Date Signed 02-03-2021
ARIZONA U.S.A.
EXPIRES 12/31/2021

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Layout Plan

mattamy HOMES

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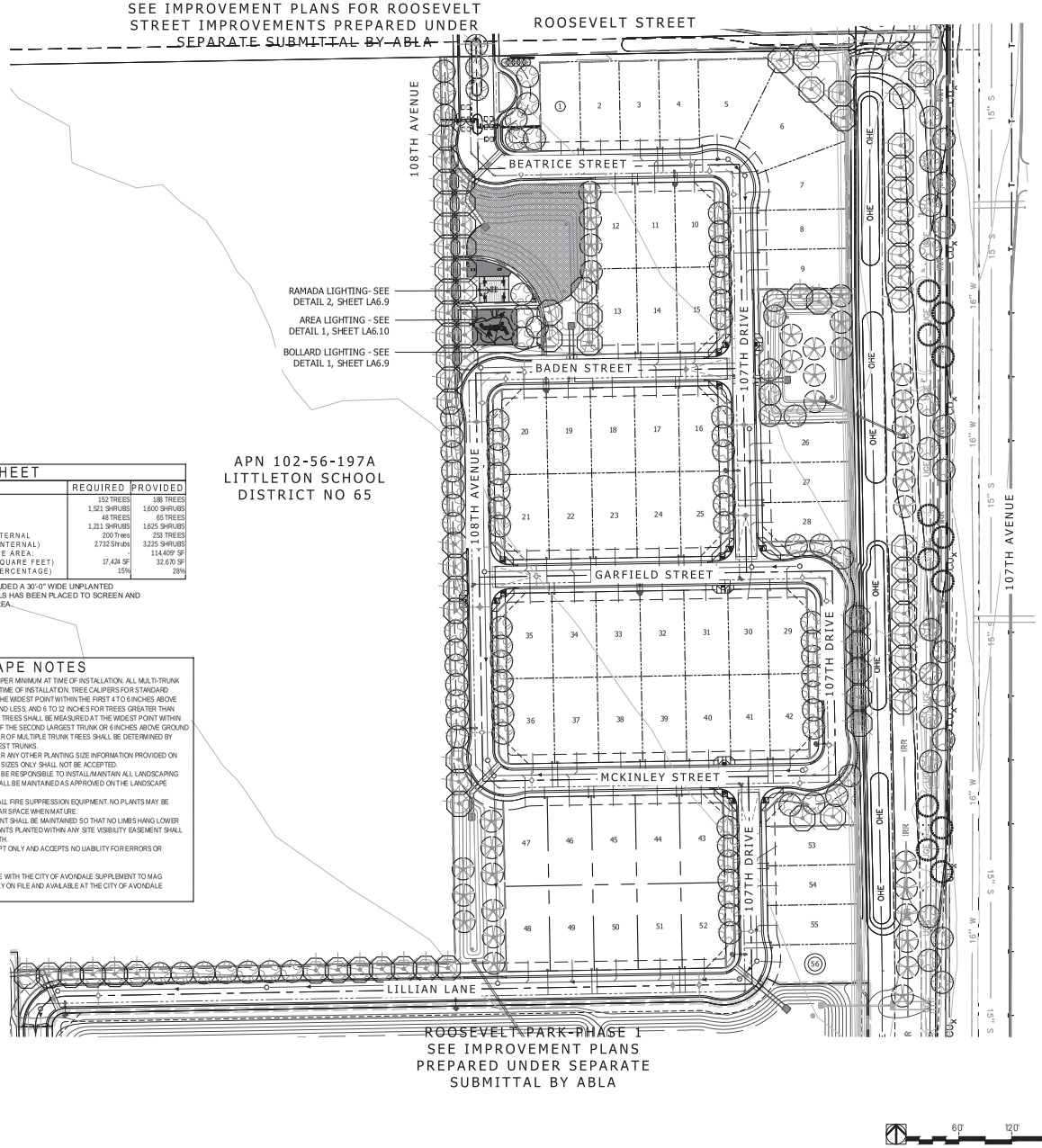

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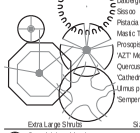

Botanical Name / Common Name	Qty.	Height (in feet)	Width (in feet)	Caliper (in inches)
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Pistacia lentiscus / Mastic Tree - Multi Trunk	5	5.0-6.0	1.5-2.0	1.5 Min.
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Bougainvillea / Bougainvillea Ooh La La	5 gal.	105
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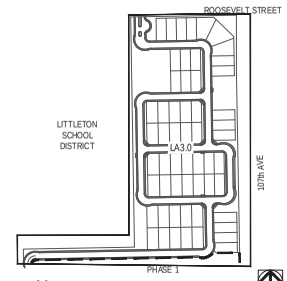

Key Map — Not To Scale

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05-20-2021 ARIZONA U.S.A. Exp. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Overall Planting Plan

mattamy HOMES

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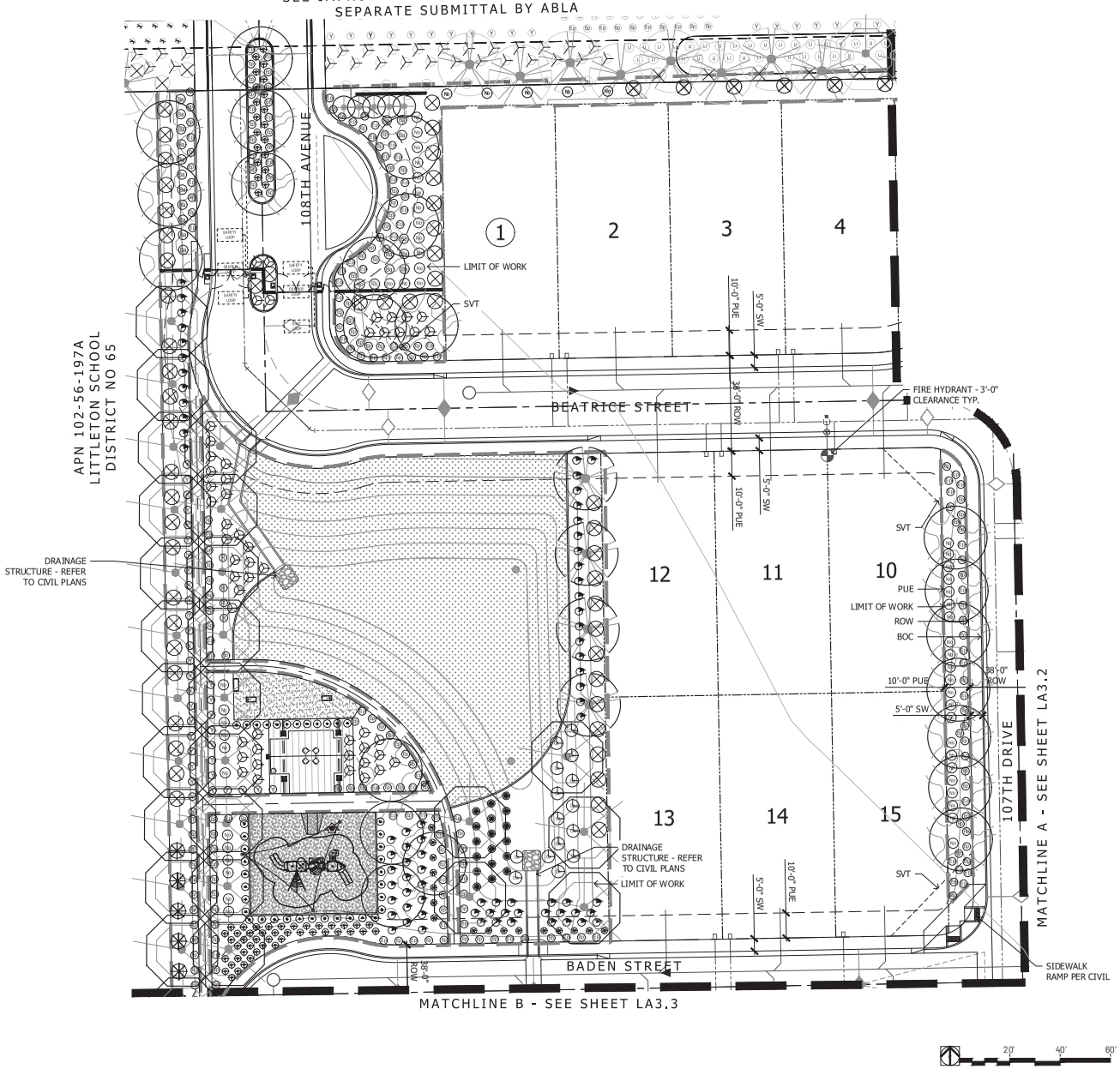

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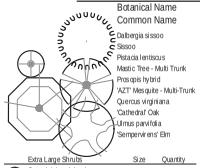

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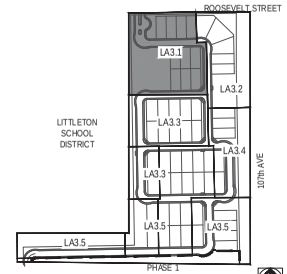

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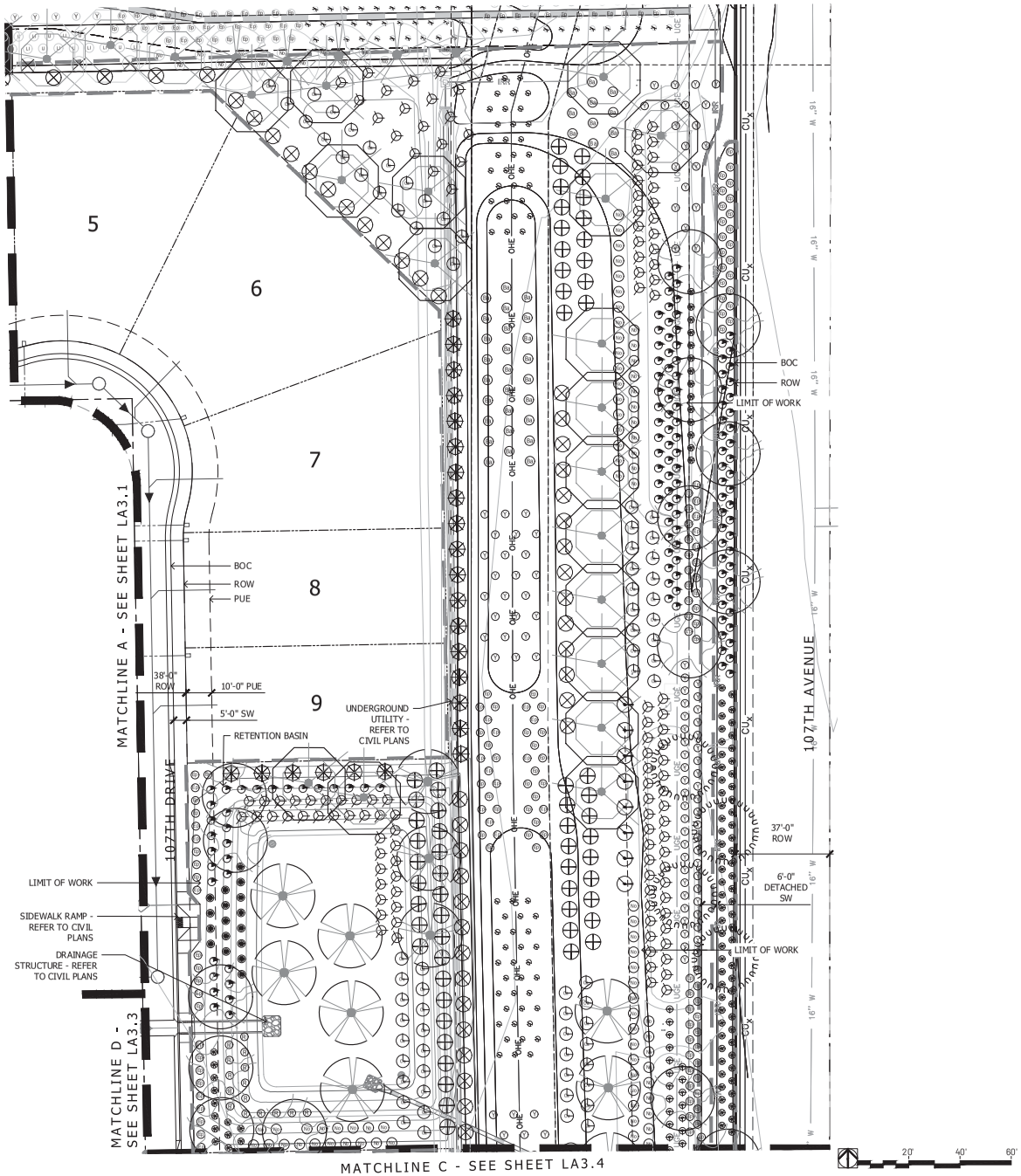

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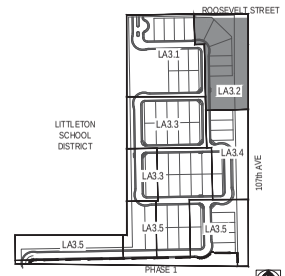

Key Map — Not To Scale

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OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. Exp. 2-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Planting Plan

mattamy HOMES

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Title	Planting Plan
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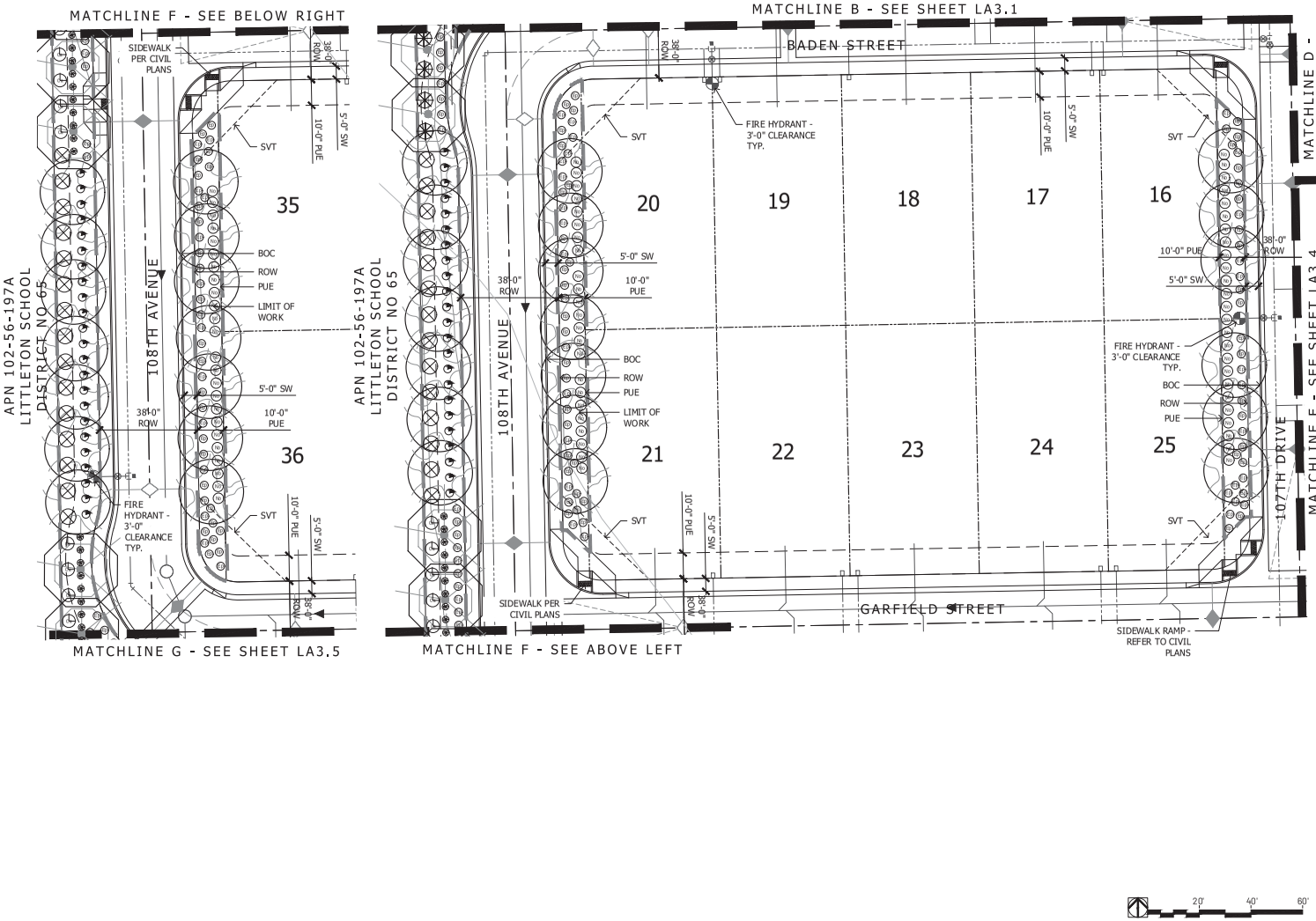
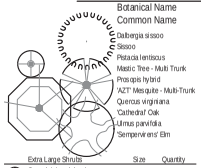


PLANT MATERIALS LEGEND



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E.P.D.M. See Details 1, Sheet LA6.8		60 sf
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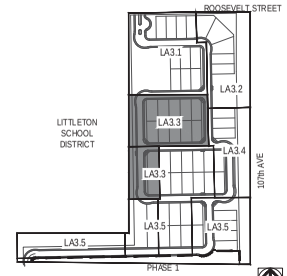

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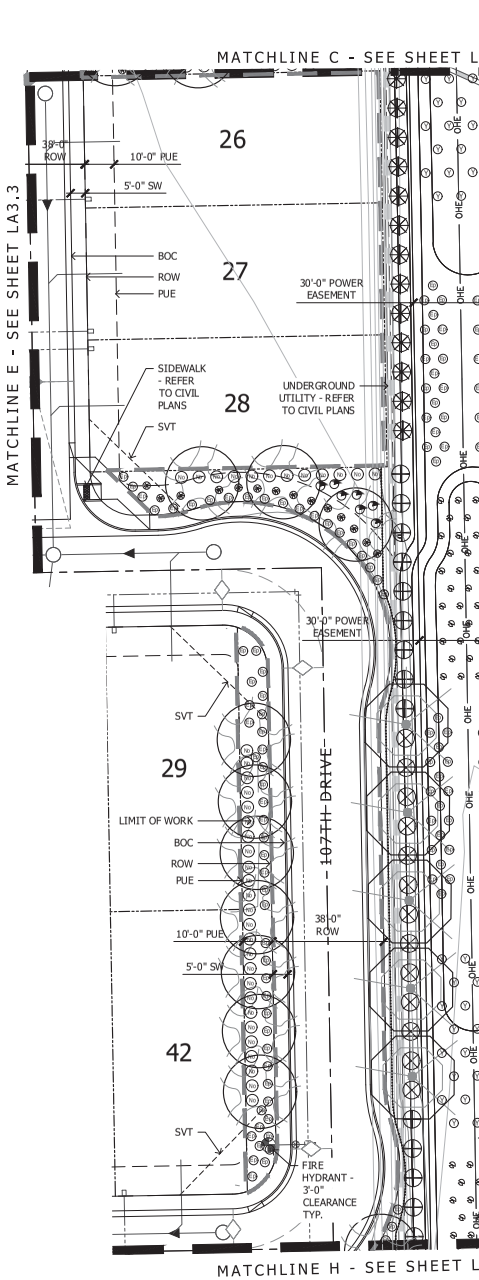

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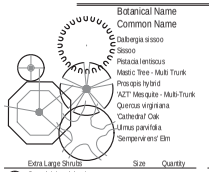

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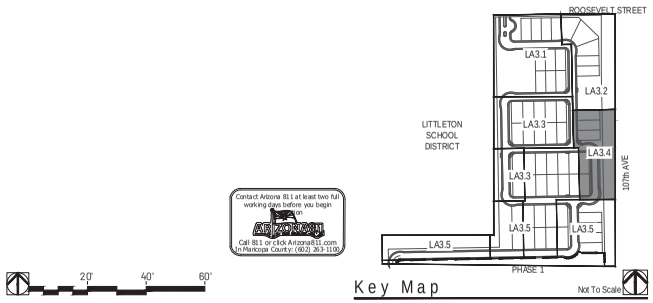

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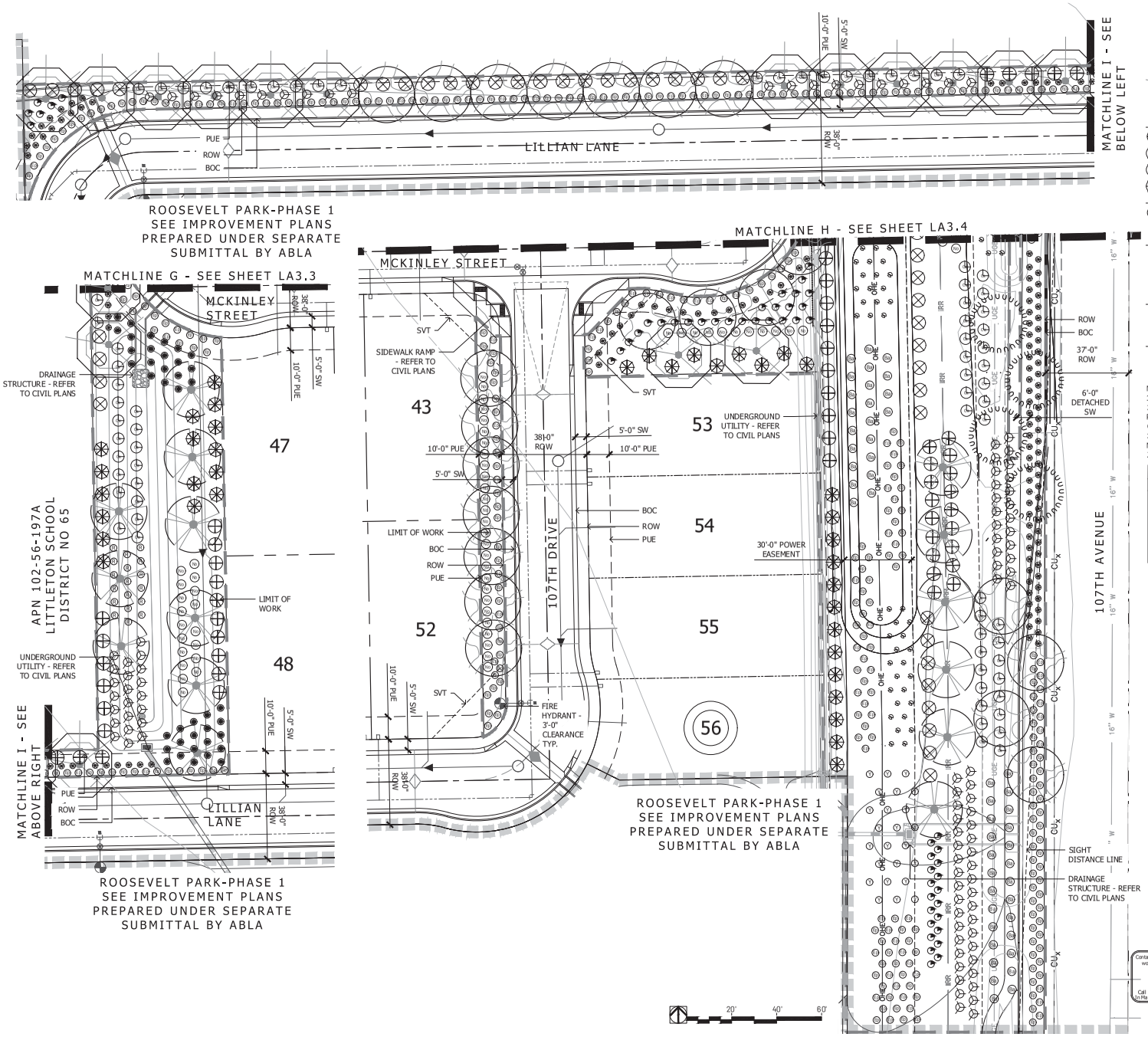

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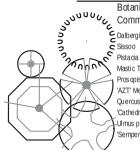

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(7) TOTAL RIGHT OF WAY LANDSCAPE AREA		114,405* SF
(8) TOTAL USEABLE OPEN SPACE (SQUARE FEET)	17,424 SF	32,670 SF
(9) TOTAL USEABLE OPEN SPACE (PERCENTAGE)	15%	28%

* RIGHT OF WAY LANDSCAPE AREA INCLUDED A 30'-0" WIDE UNPLANTED IRRIGATION EASEMENT. PLANT MATERIALS HAS BEEN PLACED TO SCREEN AND MITIGATE VIEWS OF OPEN EASEMENT AREA.

GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
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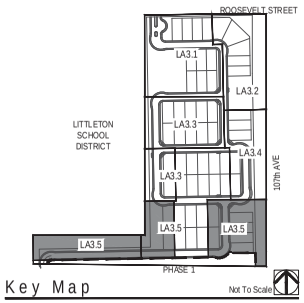
ARIZONA811
Call 811 or click Arizona811.com
In Maricopa County: (602) 263-1100



ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
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WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 Expires 02-31-21

mattamy HOMES

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Planting Plan

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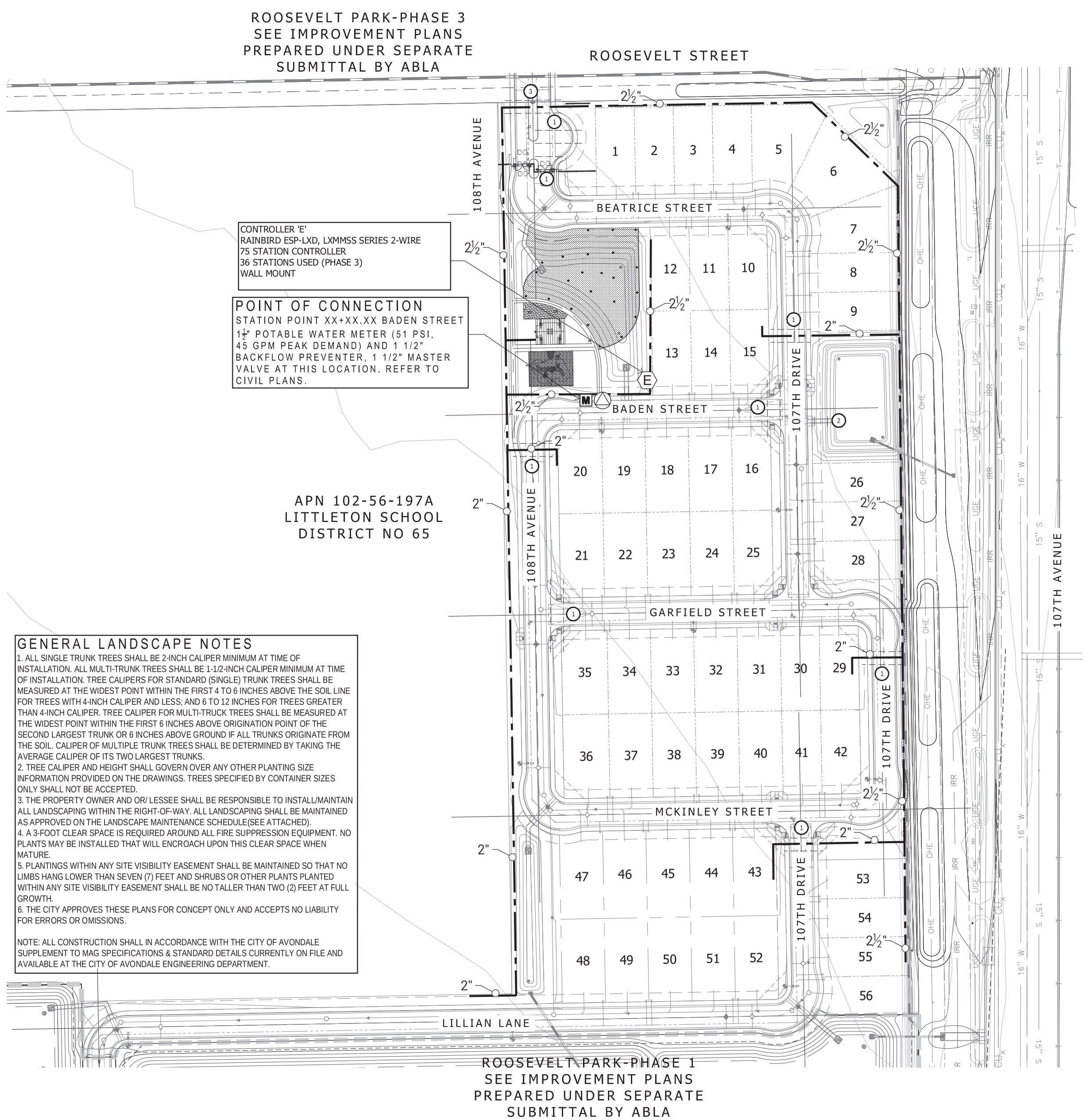
Revisions
1
2
3

Issued for
- ☐ Design Dev.
- ☐ Progress
- ■ City Submittal 05.20.2021
- ☐ Bid Set
- ☐ Construction

Title: Planting Plan
Date Issued: 05.20.2021
Scale: 1" = 20'-0"
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA3.5



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IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	MODEL NUMBER	DESCRIPTION	DTL / SHEET
(solid line)	PER CONTRACTOR	GASKETED CLASS 200 PVC SCHEDULE 40 PVC PIPE	3" OR GREATER MAINLINE 2½" OR SMALLER MAINLINE	7, 9 / LA7.3
(dashed line)	PER CONTRACTOR	PVC IRRIGATION SLEEVE SEE NOTE # 8,9	SLEEVING	8, 9 / LA7.3
(1) (2) 2" PVC SLEEVES (1) 4" PVC SLEEVE	(2) (2) 2" PVC SLEEVES		(3) (2) 2" PVC SLEEVES (1) 6" PVC SLEEVE	
—T—	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE #7	PVC PIPING TO TREE EMITTERS 1" UNLESS OTHERWISE SPECIFIED	8, 9 / LA7.3 4, 5 / LA7.4
—S—	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE #7	PVC PIPING TO SHRUB EMITTERS 1" UNLESS OTHERWISE SPECIFIED	8, 9 / LA7.3 4, 6, 7 / LA7.4
(solid line)	PER CONTRACTOR	CLASS 200 PVC PIPE	PVC PIPING TO ROTORS/SPRAY HEADS SIZE PER PLAN	8, 9 / LA7.3
—S— (crossing)		PER NOTE #5	UNCONNECTED PIPE CROSSING	
M	WATER METER		WATER METER PER CIVIL PLANS SIZE PER PLAN	X / LA7.3 X / LA7.4
	FEBCO	825YA SERIES	BACKFLOW PREVENTER W/ CAGE SIZE PER PLAN	3, 4 / LA7.3
	RAINBIRD	EFB-CP SERIES	BRASS MASTER VALVE SIZE PER PLAN	5, 6, 7 / LA7.3 10,11 / LA7.3
	RAINBIRD		FLOW SENSOR	6, 7 / LA7.3 10, 11 / LA7.3
E	RAINBIRD	ESP-LXD, LXMMSS IQ-NCC, DPU210	75 STATION CONTROLLER W/38 STATIONS	1, 2 / LA7.3
	RAINBIRD	XCR-100-PRB-COM	DRIP VALVE ASSEMBLY W/ PRESSURE REGULATOR, FILTER AND BALL VALVE.	10, 11 / LA7.3 1, 2 / LA7.4
	RAINBIRD	PEB-PRSD SERIES SIZE PER PLAN	REMOTE VALVE ASSEMBLY W/ PRESSURE REGULATOR AND BALL VALVE.	10, 11 / LA7.3 1, 3 / LA7.4
	APOLLO	102T-K SERIES	ISOLATION GATE VALVE 2" AND SMALLER	1 / LA7.5
	LEEMCO	LMV-BB SERIES	ISOLATION GATE VALVE 2 ½" AND LARGER	2 / LA7.5
	RAINBIRD	44-LRC, 44-K, SH-1	QUICK COUPLER W/ VALVE KEY AND SWIVEL	10 / LA7.3 3 / LA7.5
	CRISPIN	IC-10	AIR/VACUUM RELEASE ASSEMBLY	4 / LA7.5
		PER DETAIL	DRIP FLUSH ASSEMBLY	10 / LA7.3 5 / LA7.5
	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-25 NOZZLE @ 35PSI	6 / LA7.5
	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-30 NOZZLE @ 35PSI	6 / LA7.5
	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-35 NOZZLE @ 35PSI	6 / LA7.5

IRRIGATION NOTES:

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2. VALVE BOXES SHALL NOT TO BE LOCATED IN TURF AREAS. VALVE BOXES SHALL BE LOCATED IN DECOMPOSED GRANITE PARALLEL WITH ADJACENT HARDSCAPE AND INLINE WITH EACH OTHER. VALVE BOXES SHALL BE TAN IN COLOR TO MATCH GROUND PLANE MATERIALS .
3. ALL 24-VOLT WIRING SHALL BE 14 G AWG-UF SOLID CORE DIRECT BURIAL WIRE OR 14AWG/2C (2-WIRE CABLE,BLUE).
4. ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SDR 35 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL 2" WIRE SLEEVE ADJACENT TO PIPE SLEEVE FOR ALL PAVEMENT CROSSINGS.
5. MAINLINE, LATERAL PVC PIPE OR POLYETHYLENE TUBING FROM DIFFERENT VALVES SHALL BE UNCONNECTED, WHETHER OR NOT SHOWN.
6. CONTRACTOR SHALL FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIALS OR STARTING ANY IRRIGATION INSTALLATION AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCE FROM STATED PRESSURE. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.
7. INSTALL RAINBIRD DRIP EMITTERS OR BUBBLERS FOR THE PLANT MATERIAL PER DETAILS AND THE FOLLOWING SCHEDULE.

PLANT SIZE	EMITTER	QUANTITY
CACTI/SUCCULENTS	XB-05-1032/XBT-05-06	1 EACH
1 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
3 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
5 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
15 GAL. SHRUB	XB-20T/XBT-20-06	2 EACH
24" BOX TREE	XB-20T/XBT-20-06	4 EACH
36" BOX TREE	XB-20T/XBT-20-06	6 EACH
48" BOX TREE	XB-20T/XBT-20-06	10 EACH
CITRUS	RWS-B-C-1401	4 EACH

ALL ROOT WATER SYSTEMS TO BE INSTALLED WITH RWS-SLEEVE ROOT WATERING SOCK. CONTRACTOR SHALL INCREASE OR DECREASE EMITTER SIZING FOR SHRUBS AND SUCCULENTS BASED ON TYPE OF EXPOSURE. EMITTERS TO BE INSTALLED PER DETAILS AND ALL PIPING SHALL BE THOROUGHLY FLUSHED PRIOR TO EMITTER INSTALLATION AS PER DETAILS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY FLUSHING OF EMITTERS DUE TO CLOGGING FOR THE DURATION OF THE MAINTENANCE PERIOD AS OUTLINED IN THE LANDSCAPE SPECIFICATION. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL WHICH DIES DURING THE MAINTENANCE PERIOD AS A RESULT OF EMITTER CLOGGING.

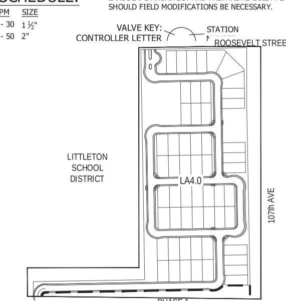
8. INSTALL IRRIGATION SLEEVES UNDER ALL SIDEWALKS, CURBS, AND DRIVEWAYS PER THE FOLLOWING SCHEDULE:

PIPE SIZE OR WIRE QUANTITY	REQUIRED SLEEVES
ALL DRIVEWAYS	1 - 2" SDR 35 PVC
ALL STREET CROSSINGS	2 - 4" SDR 35 PVC
DRIP TUBING	1 - 2" SDR 35 PVC
¾" LATERAL	1 - 2" SDR 35 PVC
1" LATERAL	1 - 2" SDR 35 PVC
1 ¼" LATERAL	1 - 2" SDR 35 PVC
1 ½" LATERAL	1 - 4" SDR 35 PVC
2" LATERAL	1 - 4" SDR 35 PVC
1" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
1 ½" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
2" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
2 ½" PRESSURE SUPPLY LINE	1 - 6" SDR 35 PVC
3" PRESSURE SUPPLY LINE	1 - 6" SDR 35 PVC
1 - 20 CONTROL WIRES	1 - 2" SDR 35 PVC
21 - 40 CONTROL WIRES	2 - 2" SDR 35 PVC

9. CONTRACTOR TO FIELD VERIFY SIZE, LOCATION AND QUANTITY OF EXISTING SLEEVES INSTALLED UNDER STREET IMPROVEMENT PACKAGE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM, AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES.
10. CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
    A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
    B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
11. THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS ARE GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS AND ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

PIPE SIZING SCHEDULE:

GPM	SIZE	GPM	SIZE
0 - 8	¾"	20 - 30	1 ½"
8 - 12	1"	30 - 50	2"



Key Map

Not To Scale

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In Maricopa County: (602) 263-1100

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON ARIZONA U.S.A. EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Overall Irrigation Plan

mattamyHOMES

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Revisions
△1
△2
△3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

Title: Overall Irrigation Plan
Date Issued: 05.20.2021
Scale: 1" = 20'-0"
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA4.0

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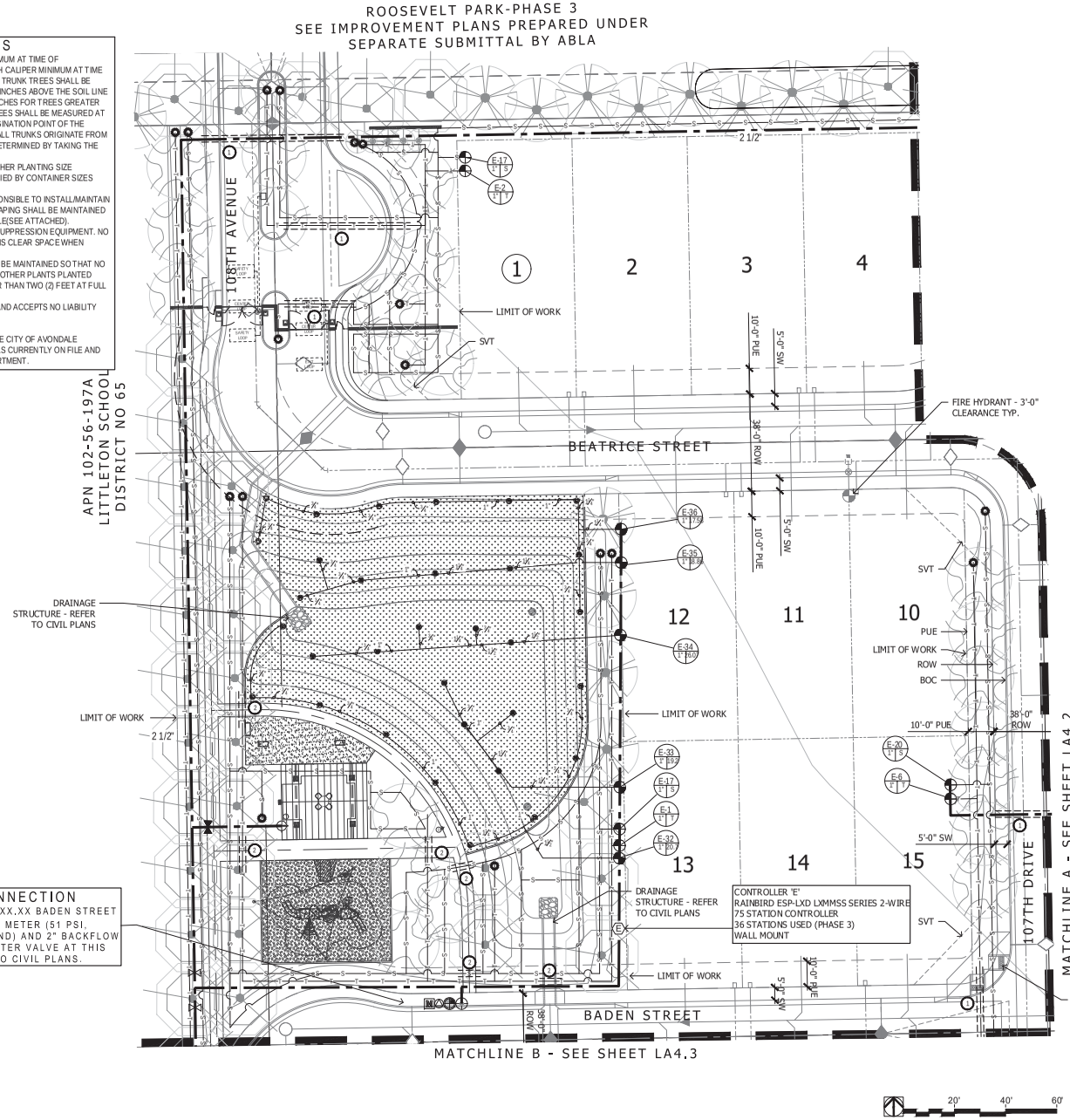

POINT OF CONNECTION

STATION POINT XX+XX.XX BADEN STREET
1½" POTABLE WATER METER (51 PSI, 45 GPM PEAK DEMAND) AND 2" BACKFLOW PREVENTER, 2" MASTER VALVE AT THIS LOCATION, REFER TO CIVIL PLANS.

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1 ½" LATERAL	1 - 4" SDR 35 PVC
2" LATERAL	1 - 4" SDR 35 PVC
1" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
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2" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
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9. CONTRACTOR TO FIELD VERIFY SIZE, LOCATION AND QUANTITY OF EXISTING SLEEVES INSTALLED UNDER STREET IMPROVEMENT PACKAGE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM, AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES.
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GPM	SIZE	GPM	SIZE
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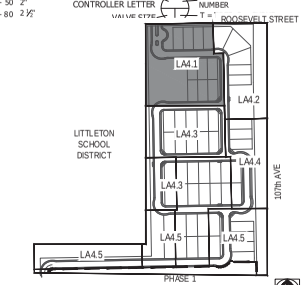
VALVE KEY: STATION NUMBER
CONTROLLER LETTER
VALVE SIZE

Contact Arizona 811 at least two full working days before you begin
ARIZONA811
Call 811 or click Arizona811.com
In Maricopa County: (602) 263-1100



Key Map Not To Scale

ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. EXP. 2-31-22

Roosevelt Park
Phase 4 Landscape Improvements
Avondale, Arizona
Overall Irrigation Plan

mattamy HOMES

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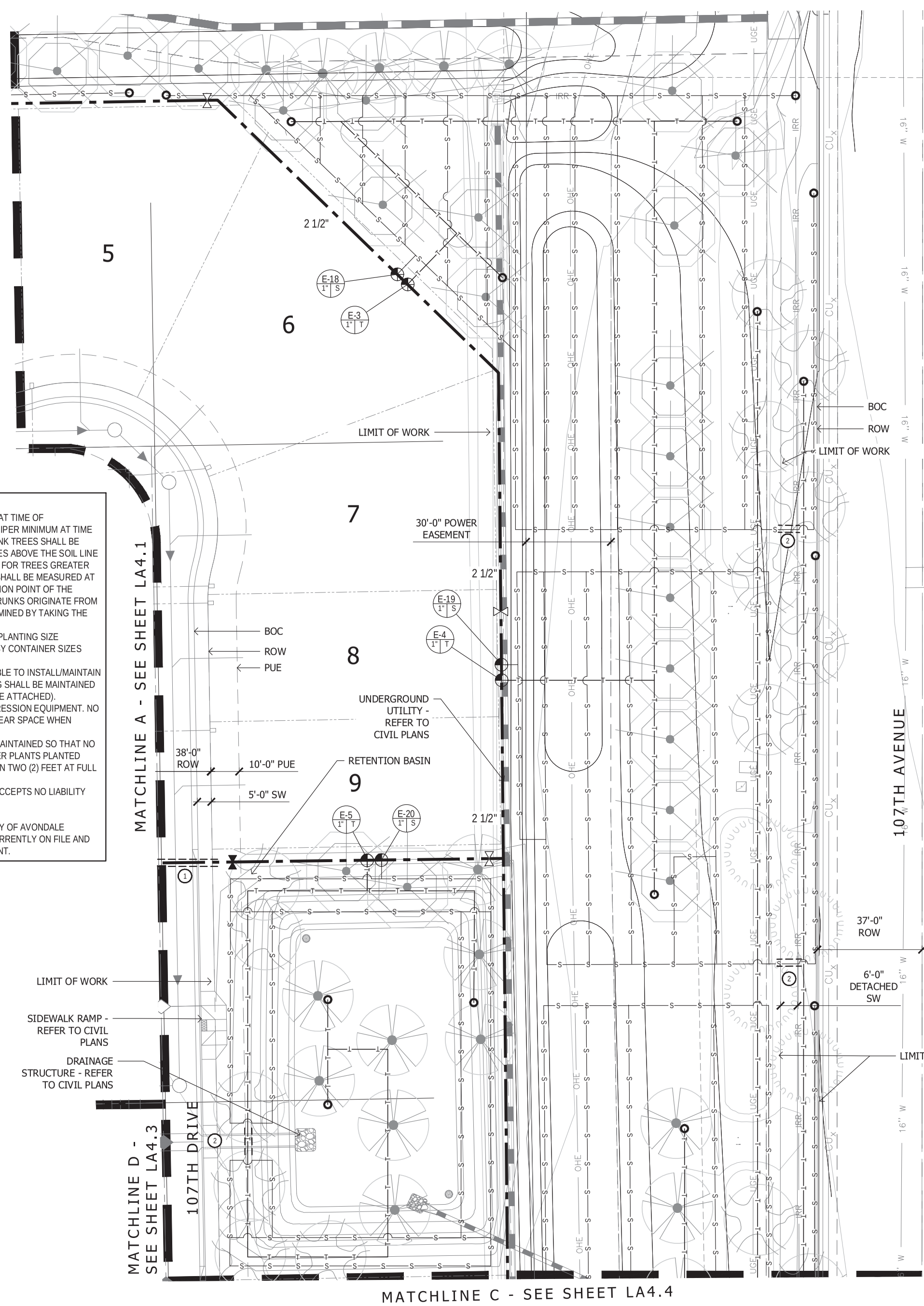
Revisions
1
2
3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

Title: Overall Irrigation Plan
Date Issued: 05.20.2021
Scale: 1" = 20'-0"
Drawn By: CR
Checked By: CH, AB
Project Number
Permit Number
Sheet Number: LA4.1



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3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
4. A 3-FOOT CLEAR SPACE IS REQUIRED AROUND ALL FIRE SUPPRESSION EQUIPMENT. NO PLANTS MAY BE INSTALLED THAT WILL ENCROACH UPON THIS CLEAR SPACE WHEN MATURE.
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	MODEL NUMBER	DESCRIPTION	DTL / SHEET
———	PER CONTRACTOR	GASKETED CLASS 200 PVC SCHEDULE 40 PVC PIPE	3" OR GREATER MAINLINE 2½" OR SMALLER MAINLINE	7, 9 / LA7.3
- - - -	PER CONTRACTOR	PVC IRRIGATION SLEEVE SEE NOTE # 8,9	SLEEVING	8, 9 / LA7.3
(1) (2) 2" PVC SLEEVES (1) 4" PVC SLEEVE		(2) (2) 2" PVC SLEEVES	(3) (2) 2" PVC SLEEVES (1) 6" PVC SLEEVE	
—T—	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE #7	PVC PIPING TO TREE EMITTERS 1" UNLESS OTHERWISE SPECIFIED	8, 9 / LA7.3 4, 5 / LA7.4
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———	PER CONTRACTOR	CLASS 200 PVC PIPE	PVC PIPING TO ROTORS/SPRAY HEADS SIZE PER PLAN	8, 9 / LA7.3
—S⊃—		PER NOTE #5	UNCONNECTED PIPE CROSSING	
M	WATER METER		WATER METER PER CIVIL PLANS SIZE PER PLAN	X / LA7.3 X / LA7.4
	FEBCO	825YA SERIES	BACKFLOW PREVENTER W/ CAGE SIZE PER PLAN	3, 4 / LA7.3
	RAINBIRD	EFB-CP SERIES	BRASS MASTER VALVE SIZE PER PLAN	5, 6, 7 / LA7.3 10,11 / LA7.3
	RAINBIRD		FLOW SENSOR	6, 7 / LA7.3 10, 11 / LA7.3
E	RAINBIRD	ESP-LXD, LXMMSS IQ-NCC, DPU210	75 STATTON CONTROLLER W/38 STATIONS	1, 2 / LA7.3
	RAINBIRD	XCR-100-PRB-COM	DRIP VALVE ASSEMBLY W/ PRESSURE REGULATOR, FILTER AND BALL VALVE.	10, 11 / LA7.3 1, 2 / LA7.4
	RAINBIRD	PEB-PRSD SERIES SIZE PER PLAN	REMOTE VALVE ASSEMBLY W/ PRESSURE REGULATOR AND BALL VALVE.	10, 11 / LA7.3 1, 3 / LA7.4
	APOLLO	102T-K SERIES	ISOLATION GATE VALVE 2" AND SMALLER	1 / LA7.5
	LEEMCO	LMV-BB SERIES	ISOLATION GATE VALVE 2½" AND LARGER	2 / LA7.5
	RAINBIRD	44-LRC, 44-K, SH-1	QUICK COUPLER W/ VALVE KEY AND SWIVEL	10 / LA7.3 3 / LA7.5
	CRISPIN	IC-10	AIR/VACUUM RELEASE ASSEMBLY	4 / LA7.5
		PER DETAIL	DRIP FLUSH ASSEMBLY	10 / LA7.3 5 / LA7.5
	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-25 NOZZLE @ 35PSI	6 / LA7.5
	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-30 NOZZLE @ 35PSI	6 / LA7.5
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IRRIGATION NOTES:

BOOSTER PUMP STATION MAY BE NEEDED IF PRESSURE IS TOO LOW. 45 PSI IS NEEDED AT THE SPRAY HEAD, 25 PSI AT EMITTER FOR PEAK PERFORMANCE.
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ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SDR 35 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL 2" WIRE SLEEVE ADJACENT TO PIPE SLEEVE FOR ALL PAVEMENT CROSSINGS.
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CACTI/SUCCULENTS	XB-05-1032/XBT-05-06	1 EACH
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5 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
15 GAL. SHRUB	XB-20T/XBT-20-06	2 EACH
24" BOX TREE	XB-20T/XBT-20-06	4 EACH
36" BOX TREE	XB-20T/XBT-20-06	6 EACH
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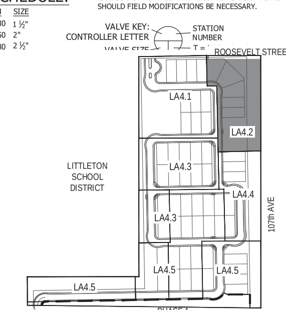
Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com
In Maricopa County: (602) 263-1100

Key Map



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ABLA
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TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON 05.20.2021 ARIZONA, U.S.A. EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona
Overall Irrigation Plan

mattamyHOMES

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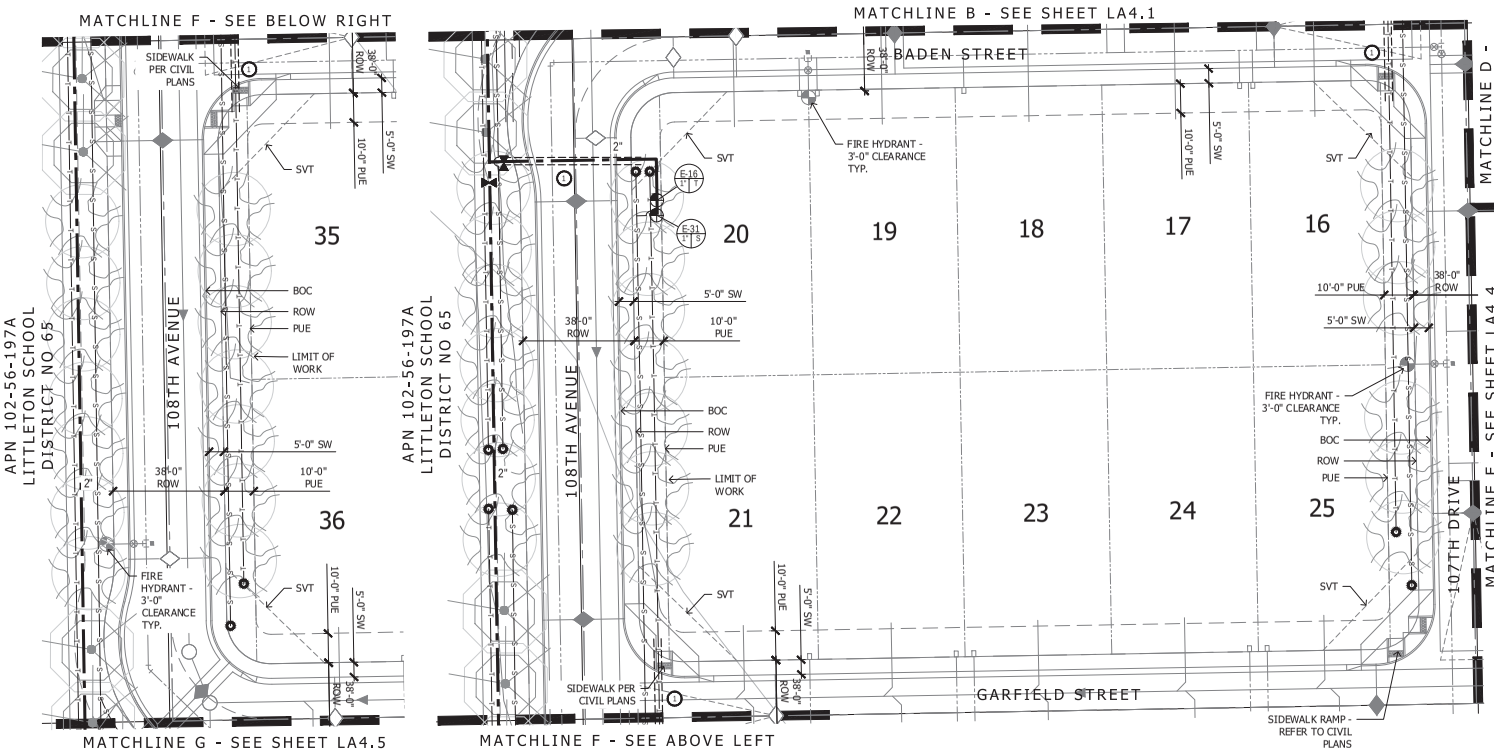
Revisions
△1
△2
△3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

Title: Overall Irrigation Plan
Date Issued: 05.20.2021
Scale: 1" = 20'-0"
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA4.2



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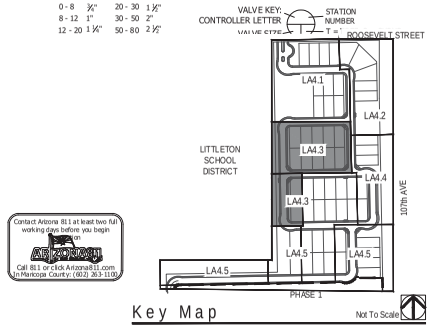
5. PLANTINGS WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE MAINTAINED SO THAT NO LIMBS HANG LOWER THAN SEVEN (7) FEET AND SHRUBS OR OTHER PLANTS PLANTED WITHIN ANY SITE VISIBILITY EASEMENT SHALL BE NO TALLER THAN TWO (2) FEET AT FULL GROWTH.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE: ALL CONSTRUCTION SHALL IN ACCORDANCE WITH THE CITY OF AVONDALE SUPPLEMENT TO MAG SPECIFICATIONS & STANDARD DETAILS CURRENTLY ON FILE AND AVAILABLE AT THE CITY OF AVONDALE ENGINEERING DEPARTMENT.



Key Map — Not To Scale

ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 EXPIRES 12/31/21

Roosevelt Park
Phase 4 Landscape Improvements
Avondale, Arizona

Overall Irrigation Plan

mattamy HOMES

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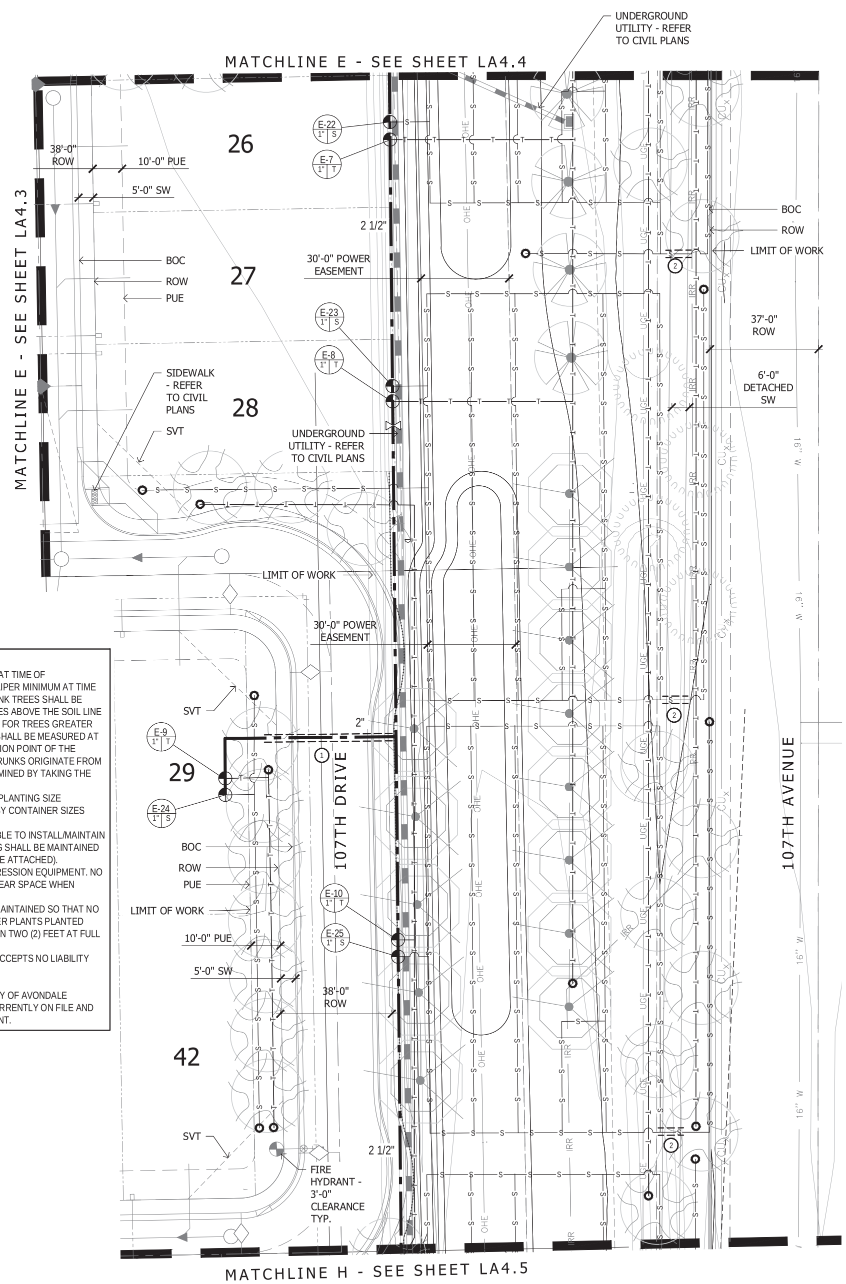
Revisions
1
2
3

Issued for
- ☐ Design Dev.
- ☐ Progress
- ■ City Submittal 05.20.2021
- ☐ Bid Set
- ☐ Construction

Title: Overall Irrigation Plan
Date Issued: 05.20.2021
Scale: 1" = 20'-0"
Drawn By: CR
Checked By: CH, AB
Project Number
Permit Number
Sheet Number: LA4.3



GENERAL LANDSCAPE NOTES

1. ALL SINGLE TRUNK TREES SHALL BE 2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. ALL MULTI-TRUNK TREES SHALL BE 1-1/2-INCH CALIPER MINIMUM AT TIME OF INSTALLATION. TREE CALIPERS FOR STANDARD (SINGLE) TRUNK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 4 TO 6 INCHES ABOVE THE SOIL LINE FOR TREES WITH 4-INCH CALIPER AND LESS; AND 6 TO 12 INCHES FOR TREES GREATER THAN 4-INCH CALIPER. TREE CALIPER FOR MULTI-TRUCK TREES SHALL BE MEASURED AT THE WIDEST POINT WITHIN THE FIRST 6 INCHES ABOVE ORIGINATION POINT OF THE SECOND LARGEST TRUNK OR 6 INCHES ABOVE GROUND IF ALL TRUNKS ORIGINATE FROM THE SOIL. CALIPER OF MULTIPLE TRUNK TREES SHALL BE DETERMINED BY TAKING THE AVERAGE CALIPER OF ITS TWO LARGEST TRUNKS.
2. TREE CALIPER AND HEIGHT SHALL GOVERN OVER ANY OTHER PLANTING SIZE INFORMATION PROVIDED ON THE DRAWINGS. TREES SPECIFIED BY CONTAINER SIZES ONLY SHALL NOT BE ACCEPTED.
3. THE PROPERTY OWNER AND OR/ LESSEE SHALL BE RESPONSIBLE TO INSTALL/MAINTAIN ALL LANDSCAPING WITHIN THE RIGHT-OF-WAY. ALL LANDSCAPING SHALL BE MAINTAINED AS APPROVED ON THE LANDSCAPE MAINTENANCE SCHEDULE(SEE ATTACHED).
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IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	MODEL NUMBER	DESCRIPTION	DTL / SHEET
(solid line)	PER CONTRACTOR	GASKETED CLASS 200 PVC SCHEDULE 40 PVC PIPE	3" OR GREATER MAINLINE 2½" OR SMALLER MAINLINE	7, 9 / LA7.3
(dashed double line)	PER CONTRACTOR	PVC IRRIGATION SLEEVE SEE NOTE # 8,9	SLEEVING	8, 9 / LA7.3
① (2) 2" PVC SLEEVES (1) 4" PVC SLEEVE	② (2) 2" PVC SLEEVES	③ (2) 2" PVC SLEEVES (1) 6" PVC SLEEVE		
—T—	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE #7	PVC PIPING TO TREE EMITTERS 1" UNLESS OTHERWISE SPECIFIED	8, 9 / LA7.3 4, 5 / LA7.4
—S—	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE #7	PVC PIPING TO SHRUB EMITTERS 1" UNLESS OTHERWISE SPECIFIED	8, 9 / LA7.3 4, 6, 7 / LA7.4
(solid line)	PER CONTRACTOR	CLASS 200 PVC PIPE	PVC PIPING TO ROTORS/SPRAY HEADS SIZE PER PLAN	8, 9 / LA7.3
—S— (crossing)		PER NOTE #5	UNCONNECTED PIPE CROSSING	
(M)	WATER METER		WATER METER PER CIVIL PLANS SIZE PER PLAN	X / LA7.3 X / LA7.4
(triangle)	FEBCO	825YA SERIES	BACKFLOW PREVENTER W/ CAGE SIZE PER PLAN	3, 4 / LA7.3
(circle)	RAINBIRD	EFB-CP SERIES	BRASS MASTER VALVE SIZE PER PLAN	5, 6, 7 / LA7.3 10,11 / LA7.3
(X circle)	RAINBIRD		FLOW SENSOR	6, 7 / LA7.3 10, 11 / LA7.3
(E)	RAINBIRD	ESP-LXD, LXMMSS IQ-NCC, DPU210	75 STATION CONTROLLER W/38 STATIONS	1, 2 / LA7.3
(half-filled circle)	RAINBIRD	XCR-100-PRB-COM	DRIP VALVE ASSEMBLY W/ PRESSURE REGULATOR, FILTER AND BALL VALVE.	10, 11 / LA7.3 1, 2 / LA7.4
(quarter-filled circle)	RAINBIRD	PEB-PRSD SERIES SIZE PER PLAN	REMOTE VALVE ASSEMBLY W/ PRESSURE REGULATOR AND BALL VALVE.	10, 11 / LA7.3 1, 3 / LA7.4
(filled bowtie)	APOLLO	102T-K SERIES	ISOLATION GATE VALVE 2" AND SMALLER	1 / LA7.5
(open bowtie)	LEEMCO	LMV-BB SERIES	ISOLATION GATE VALVE 2½" AND LARGER	2 / LA7.5
(crossed circle)	RAINBIRD	44-LRC, 44-K, SH-1	QUICK COUPLER W/ VALVE KEY AND SWIVEL	10 / LA7.3 3 / LA7.5
(diamond)	CRISPIN	IC-10	AIR/VACUUM RELEASE ASSEMBLY	4 / LA7.5
(O—)		PER DETAIL	DRIP FLUSH ASSEMBLY	10 / LA7.3 5 / LA7.5
(rotor symbols)	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-25 NOZZLE @ 35PSI	6 / LA7.5
(rotor symbols)	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-30 NOZZLE @ 35PSI	6 / LA7.5
(rotor symbols)	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-35 NOZZLE @ 35PSI	6 / LA7.5

IRRIGATION NOTES:

BOOSTER PUMP STATION MAY BE NEEDED IF PRESSURE IS TOO LOW. 45 PSI IS NEEDED AT THE SPRAY HEAD, 25 PSI AT EMITTER FOR PEAK PERFORMANCE.

VALVE BOXES SHALL NOT TO BE LOCATED IN TURF AREAS. VALVE BOXES SHALL BE LOCATED IN DECOMPOSED GRANITE PARALLEL WITH ADJACENT HARDSCAPE AND INLINE WITH EACH OTHER. VALVE BOXES SHALL BE TAN IN COLOR TO MATCH GROUND PLANE MATERIALS .

ALL 24-VOLT WIRING SHALL BE 14 G AWG-UF SOLID CORE DIRECT BURIAL WIRE OR 14AWG/2C (2-WIRE CABLE,BLUE).

ALL PIPE AND WIRING UNDER PAVED SURFACES SHALL BE IN SDR 35 PVC SLEEVES, WHETHER OR NOT SHOWN. INSTALL 2" WIRE SLEEVE ADJACENT TO PIPE SLEEVE FOR ALL PAVEMENT CROSSINGS.

MAINLINE, LATERAL PVC PIPE OR POLYETHYLENE TUBING FROM DIFFERENT VALVES SHALL BE UNCONNECTED, WHETHER OR NOT SHOWN.

CONTRACTOR SHALL FIELD VERIFY PRESSURE PRIOR TO ORDERING MATERIALS OR STARTING ANY IRRIGATION INSTALLATION AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCE FROM STATED PRESSURE. IF CONTRACTOR FAILS TO NOTIFY LANDSCAPE ARCHITECT, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR ANY SYSTEM ALTERATIONS.

INSTALL RAINBIRD DRIP EMITTERS OR BUBBLERS FOR THE PLANT MATERIAL PER DETAILS AND THE FOLLOWING SCHEDULE.

PLANT SIZE	EMITTER	QUANTITY
CACTI/SUCCULENTS	XB-05-1032/XBT-05-06	1 EACH
1 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
3 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
5 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
15 GAL. SHRUB	XB-20T/XBT-20-06	2 EACH
24" BOX TREE	XB-20T/XBT-20-06	4 EACH
36" BOX TREE	XB-20T/XBT-20-06	6 EACH
48" BOX TREE	XB-20T/XBT-20-06	10 EACH
CITRUS	RWS-B-C-1401	4 EACH

ALL ROOT WATER SYSTEMS TO BE INSTALLED WITH RWS-SLEEVE ROOT WATERING SOCK. CONTRACTOR SHALL INCREASE OR DECREASE EMITTER SIZING FOR SHRUBS AND SUCCULENTS BASED ON TYPE OF EXPOSURE. EMITTERS TO BE INSTALLED PER DETAILS AND ALL PIPING SHALL BE THOROUGHLY FLUSHED PRIOR TO EMITTER INSTALLATION AS PER DETAILS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY FLUSHING OF EMITTERS DUE TO CLOGGING FOR THE DURATION OF THE MAINTENANCE PERIOD AS OUTLINED IN THE LANDSCAPE SPECIFICATION. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL WHICH DIES DURING THE MAINTENANCE PERIOD AS A RESULT OF EMITTER CLOGGING.

8. INSTALL IRRIGATION SLEEVES UNDER ALL SIDEWALKS, CURBS, AND DRIVEWAYS PER THE FOLLOWING SCHEDULE:

PIPE SIZE OR WIRE QUANTITY	REQUIRED SLEEVES
ALL DRIVEWAYS	1 - 2" SDR 35 PVC
ALL STREET CROSSINGS	2 - 4" SDR 35 PVC
DRIP TUBING	1 - 2" SDR 35 PVC
¾" LATERAL	1 - 2" SDR 35 PVC
1" LATERAL	1 - 2" SDR 35 PVC
1 ¼" LATERAL	1 - 2" SDR 35 PVC
1 ½" LATERAL	1 - 4" SDR 35 PVC
2" LATERAL	1 - 4" SDR 35 PVC
1" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
1 ½" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
2" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
2 ½" PRESSURE SUPPLY LINE	1 - 6" SDR 35 PVC
3" PRESSURE SUPPLY LINE	1 - 6" SDR 35 PVC
1 - 20 CONTROL WIRES	1 - 2" SDR 35 PVC
21 - 40 CONTROL WIRES	2 - 2" SDR 35 PVC

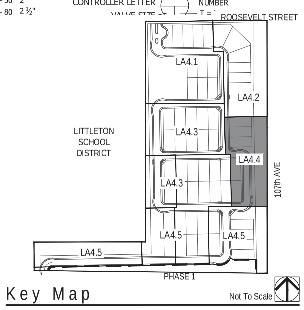
9. CONTRACTOR TO FIELD VERIFY SIZE, LOCATION AND QUANTITY OF EXISTING SLEEVES INSTALLED UNDER STREET IMPROVEMENT PACKAGE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM, AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES.
10. CONTRACTOR SHALL COMPLETE THE FOLLOWING PRIOR TO FINAL WALK-THROUGH:
    A. CONSTRUCTION RECORD (AS-BUILT) DRAWINGS.
    B. CONTROLLER DATA SHEETS, INCLUDING IN DIGITAL FORMAT.
11. THESE IRRIGATION CONSTRUCTION DOCUMENTS, INCLUDING ALL PLANS, NOTES, DETAILS, AND SPECIFICATIONS ARE INTENDED TO FACILITATE THE INSTALLATION CONTRACTOR BY PROVIDING GENERAL GUIDELINES FOR DESIGN INTENT. THEREFORE, ALL IRRIGATION ELEMENTS ARE GRAPHICALLY REPRESENTED IN THESE CONSTRUCTION DOCUMENTS AND ARE SCHEMATIC. FIELD MODIFICATIONS MAY OCCUR IN ORDER TO FULFILL THE DESIGN INTENT OF THE DRAWINGS. CONTRACTOR SHALL CONSULT WITH LANDSCAPE ARCHITECT AND PREPARE AS-BUILT PLANS SHOULD FIELD MODIFICATIONS BE NECESSARY.

PIPE SIZING SCHEDULE:

GPM	SIZE	GPM	SIZE
0 - 8	¾"	20 - 30	1 ½"
8 - 12	1"	30 - 50	2"
12 - 20	1 ¼"	50 - 80	2 ½"

VALVE KEY: CONTROLLER LETTER — STATION NUMBER — T = — VALVE SIZE

Contact Arizona 811 at least two full working days before you begin excavation. ARIZONA811. Call 811 or click Arizona811.com In Maricopa County: (602) 263-1100



Key Map

Not To Scale

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TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON 05.20.2021 ARIZONA, U.S.A. EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Overall Irrigation Plan

mattamyHOMES

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Revisions
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Issued for
☐ Design Dev.
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■ City Submittal05.20.2021
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Title: Overall Irrigation Plan
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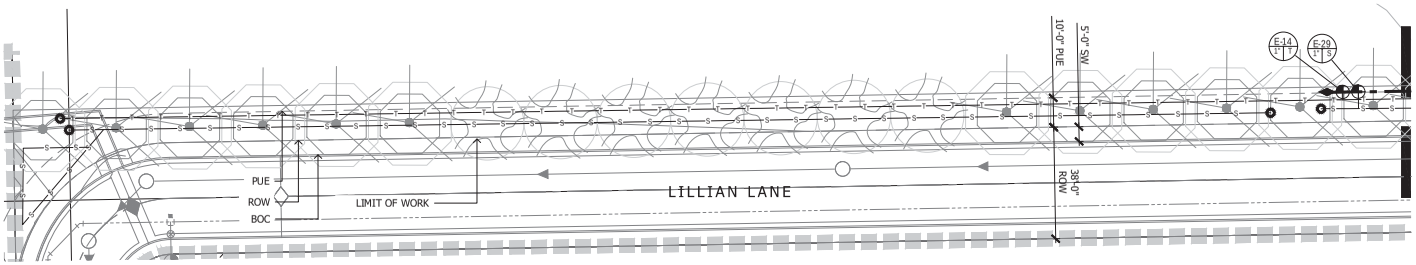
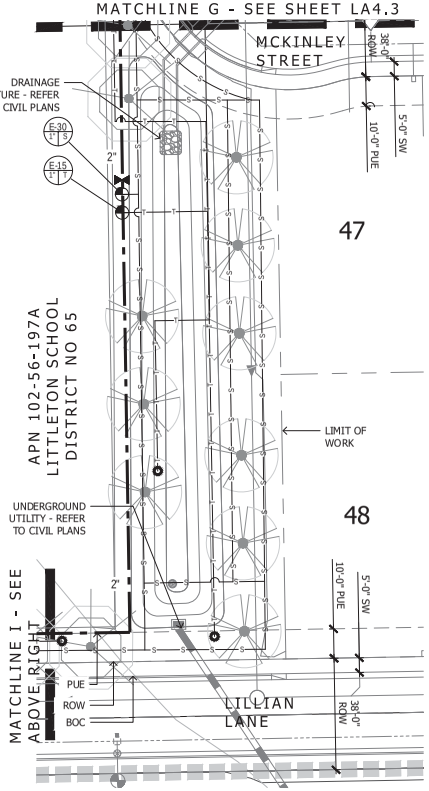
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA4.4



ROOSEVELT PARK-PHASE 1
SEE IMPROVEMENT PLANS
PREPARED UNDER SEPARATE
SUBMITTAL BY ABLA



ROOSEVELT PARK-PHASE 1
SEE IMPROVEMENT PLANS
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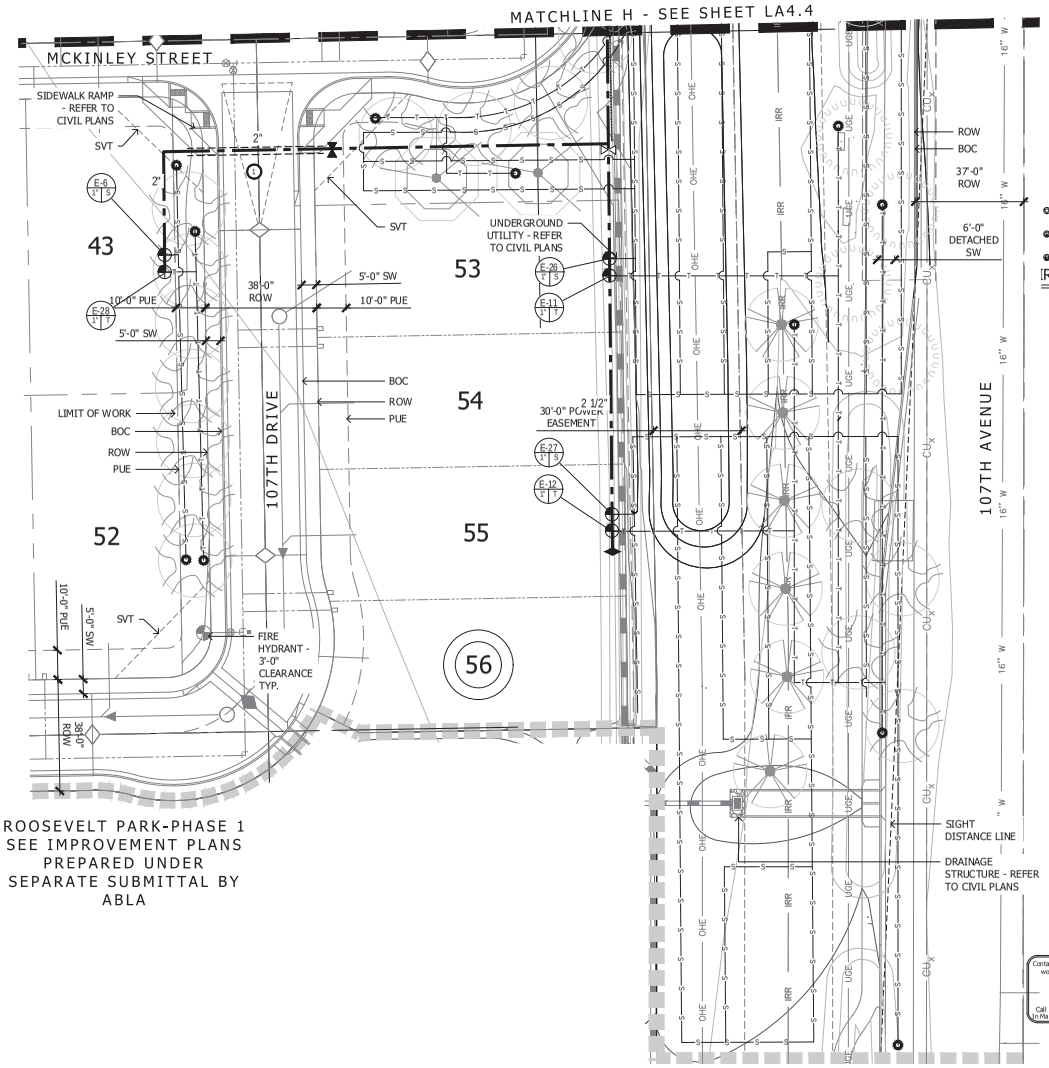

ROOSEVELT PARK-PHASE 1
SEE IMPROVEMENT PLANS
PREPARED UNDER
SEPARATE SUBMITTAL BY
ABLA

IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER	MODEL NUMBER	DESCRIPTION	DTL / SHEET
	PER CONTRACTOR	GASKETED CLASS 200 PVC SCHEDULE 40 PVC PIPE	3" OR GREATER MAINLINE 2½" OR SMALLER MAINLINE	7, 9 / LA7.3
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T	PER CONTRACTOR	CLASS 200 PVC PIPE SEE NOTE #7	PVC PIPING TO TREE EMITTERS 1" UNLESS OTHERWISE SPECIFIED	8, 9 / LA7.3 4, 5 / LA7.4
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	PER CONTRACTOR	CLASS 200 PVC PIPE	PVC PIPING TO ROTORS/SPRAY HEADS SIZE PER PLAN	8, 9 / LA7.3
S		PER NOTE #5	UNCONNECTED PIPE CROSSING	
M	WATER METER		WATER METER PER CIVIL PLANS SIZE PER PLAN	X / LA7.3 X / LA7.4
	FEBCO	825YA SERIES	BACKFLOW PREVENTER W/ CAGE SIZE PER PLAN	3, 4 / LA7.3
	RAINBIRD	EFB-CP SERIES	BRASS MASTER VALVE SIZE PER PLAN	5, 6, 7 / LA7.3 10,11 / LA7.3
	RAINBIRD		FLOW SENSOR	6, 7 / LA7.3 10, 11 / LA7.3
E	RAINBIRD	ESP-LXD, LXMMSS IQ-NCC, DPU210	75 STATION CONTROLLER W/38 STATIONS	1, 2 / LA7.3
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	RAINBIRD	PEB-PRSD SERIES SIZE PER PLAN	REMOTE VALVE ASSEMBLY W/ PRESSURE REGULATOR AND BALL VALVE.	10, 11 / LA7.3 1, 3 / LA7.4
	APOLLO	1027-K SERIES	ISOLATION GATE VALVE 2" AND SMALLER	1 / LA7.5
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	RAINBIRD	44-LRC, 44-K, SH-1	QUICK COUPLER W/ VALVE KEY AND SWIVEL	10 / LA7.3 3 / LA7.5
	CRISPIN	IC-10	AIR/VACUUM RELEASE ASSEMBLY	4 / LA7.5
		PER DETAIL	DRIP FLUSH ASSEMBLY	10 / LA7.3 5 / LA7.5
	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-25 NOZZLE @ 35PSI	6 / LA7.5
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	RAINBIRD	5006-+-SAM-R-SS	GEAR DRIVE ROTOR ON SWING JOINT W/ MPR-35 NOZZLE @ 35PSI	6 / LA7.5

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INSTALL RAINBIRD DRIP EMITTERS OR BUBBLERS FOR THE PLANT MATERIAL PER DETAILS AND THE FOLLOWING SCHEDULE.

PLANT SIZE	EMITTER	QUANTITY
CACTI/SUCCULENTS	XB-05-1032/XBT-05-06	1 EACH
1 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
3 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
5 GAL. SHRUB	XB-10T/XBT-10-06	2 EACH
15 GAL. SHRUB	XB-20T/XBT-20-06	2 EACH
24" BOX TREE	XB-20T/XBT-20-06	4 EACH
36" BOX TREE	XB-20T/XBT-20-06	6 EACH
48" BOX TREE	XB-20T/XBT-20-06	10 EACH
CITRUS	RWS-8-C-1401	4 EACH

ALL ROOT WATER SYSTEMS TO BE INSTALLED WITH RWS-SERIVE ROOT WATERING SOCK. CONTRACTOR SHALL INCREASE OR DECREASE EMITTER SIZING FOR SHRUBS AND SUCCULENTS BASED ON TYPE OF EXPOSURE. EMITTERS TO BE INSTALLED PER DETAILS AND ALL PIPING SHALL BE THOROUGHLY FLUSHED PRIOR TO EMITTER INSTALLATION AS PER DETAILS AND SPECIFICATIONS. CONTRACTOR IS RESPONSIBLE FOR ANY NECESSARY FLUSHING OF EMITTERS DUE TO CLOGGING FOR THE DURATION OF THE MAINTENANCE PERIOD AS OUTLINED IN THE LANDSCAPE SPECIFICATION. CONTRACTOR IS RESPONSIBLE FOR REPLACEMENT OF ANY PLANT MATERIAL WHICH DIES DURING THE MAINTENANCE PERIOD AS A RESULT OF EMITTER CLOGGING.

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ALL STREET CROSSINGS	2 - 4" SDR 35 PVC
DRIP TUBING	1 - 2" SDR 35 PVC
¾" LATERAL	1 - 2" SDR 35 PVC
1" LATERAL	1 - 2" SDR 35 PVC
1 ¼" LATERAL	1 - 2" SDR 35 PVC
1 ½" LATERAL	1 - 4" SDR 35 PVC
2" LATERAL	1 - 4" SDR 35 PVC
1" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
1 ¼" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
2" PRESSURE SUPPLY LINE	1 - 4" SDR 35 PVC
2 ½" PRESSURE SUPPLY LINE	1 - 6" SDR 35 PVC
3" PRESSURE SUPPLY LINE	1 - 6" SDR 35 PVC
1 - 20 CONTROL WIRES	1 - 2" SDR 35 PVC
21 - 40 CONTROL WIRES	2 - 2" SDR 35 PVC

9. CONTRACTOR TO FIELD VERIFY SIZE, LOCATION AND QUANTITY OF EXISTING SLEEVES INSTALLED UNDER STREET IMPROVEMENT PACKAGE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM, AND NOTIFY LANDSCAPE ARCHITECT OF ANY DIFFERENCES.

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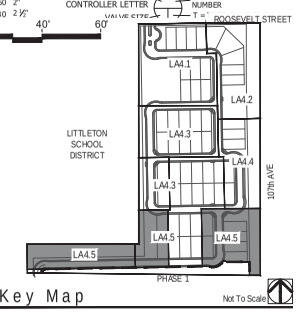
PIPE SIZING SCHEDULE:

GPM	SIZE	GPM	SIZE
0 - 8	¾"	20 - 30	1 ½"
8 - 12	1"	30 - 50	2"
12 - 20	1 ¼"	50 - 80	2 ½"

VALVE KEY:
CONTROLLER LETTER
VALVE SIZE
STATION NUMBER

20' 40' 60'

Contact Arizona 811 at least two full working days before you begin
ARIZONA811
Call 811 or click Arizona811.com
In Maricopa County: (602) 263-1100



Key Map Not To Scale

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. EXP. 2-31-22

Roosevelt Park
Phase 4 Landscape Improvements
Avondale, Arizona

Overall Irrigation Plan

mattamy HOMES

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Revisions
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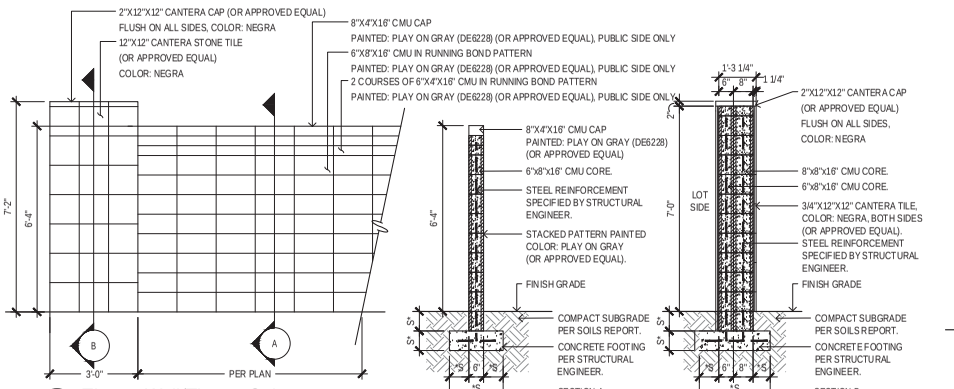
Issued for
- ☐ Design Dev.
- ☐ Progress
- ■ City Submittal 05.20.2021
- ☐ Bid Set
- ☐ Construction

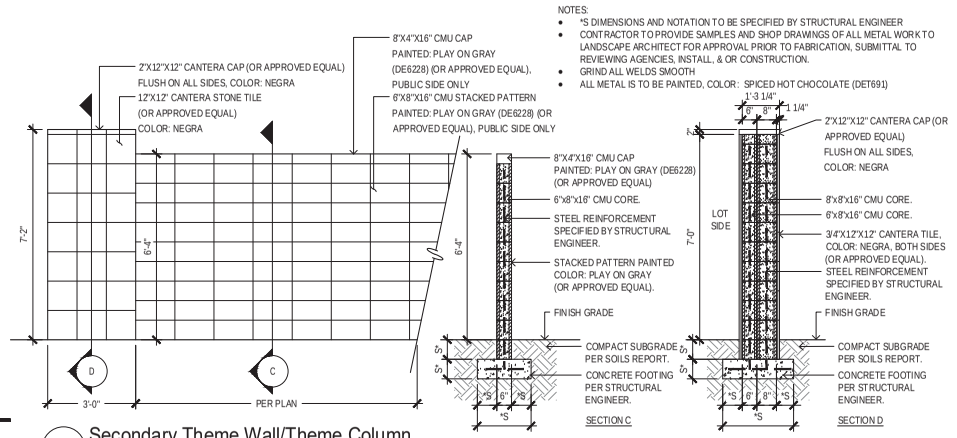
Title: Overall Irrigation Plan
Date Issued: 05.20.2021
Scale: 1" = 20'-0"
Drawn By: CR
Checked By: CH, AB
Project Number
Permit Number
Sheet Number: LA4.5



1 Theme Wall/Theme Column

SCALE: 1/2"=1'-0"

NOTES:
- *S DIMENSIONS AND NOTATION TO BE SPECIFIED BY STRUCTURAL ENGINEER
- CONTRACTOR TO PROVIDE SAMPLES AND SHOP DRAWINGS OF ALL METAL WORK TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO FABRICATION, SUBMITTAL TO REVIEWING AGENCIES, INSTALL, & OR CONSTRUCTION.
- GRIND ALL WELDS SMOOTH
- ALL METAL IS TO BE PAINTED, COLOR: SPICED HOT CHOCOLATE (DET691)



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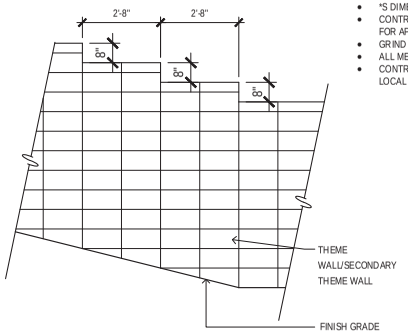
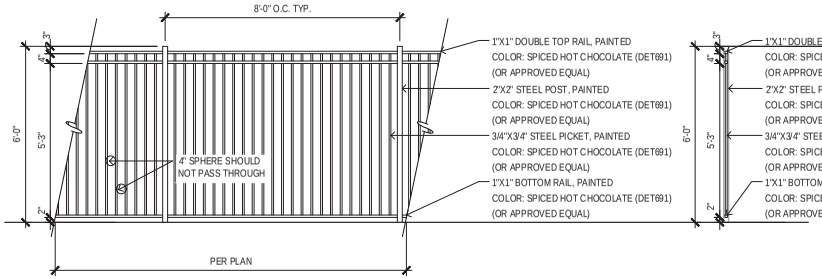
2 Secondary Theme Wall/Theme Column

SCALE: 1/2"=1'-0"



3 Typical Theme Wall Step Detail

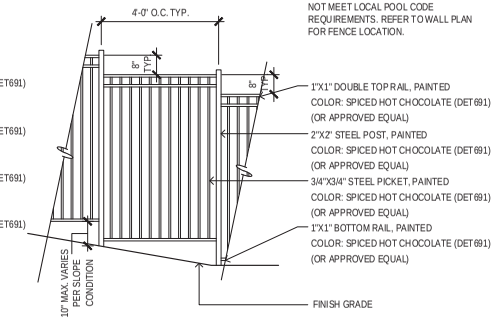
SCALE: 1/2"=1'-0"



4 View Fence

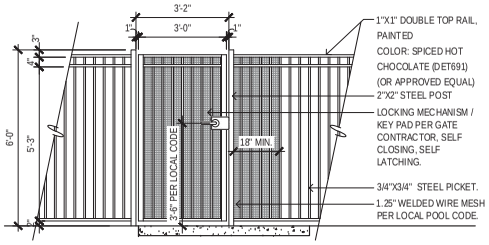
SCALE: 1/2"=1'-0"

NOTES:
- TYPICAL STEP CONDITION REFERS TO FENCE LOCATIONS WITHIN SITE OPEN SPACE ONLY. STEP CONDITION DOES NOT MEET LOCAL POOL CODE REQUIREMENTS. REFER TO WALL PLAN FOR FENCE LOCATION.



5 Typical View Fence Step Detail

SCALE: 1/2"=1'-0"



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6 Pedestrian Gate

SCALE: 1/2"=1'-0"

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ANDREW D. BARON
Date Signed 2-3-21
ARIZONA U.S.A.
EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

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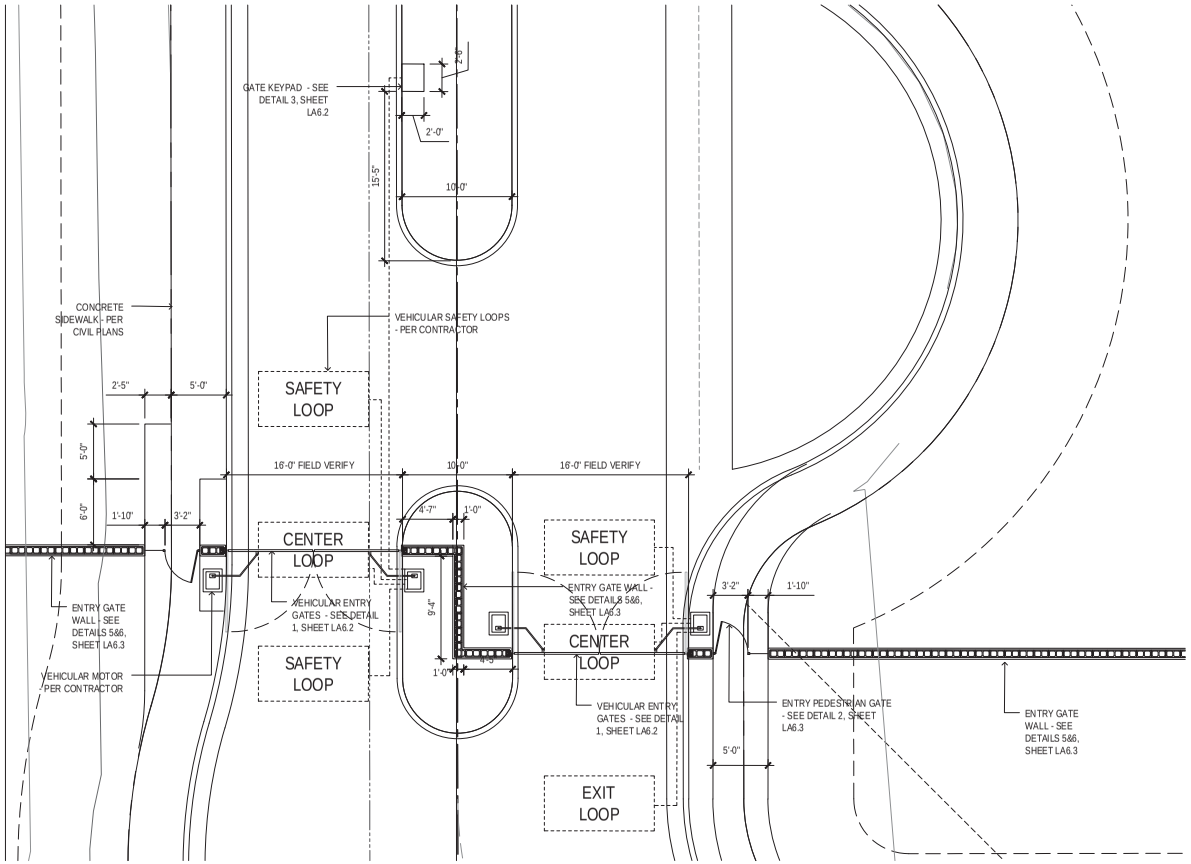
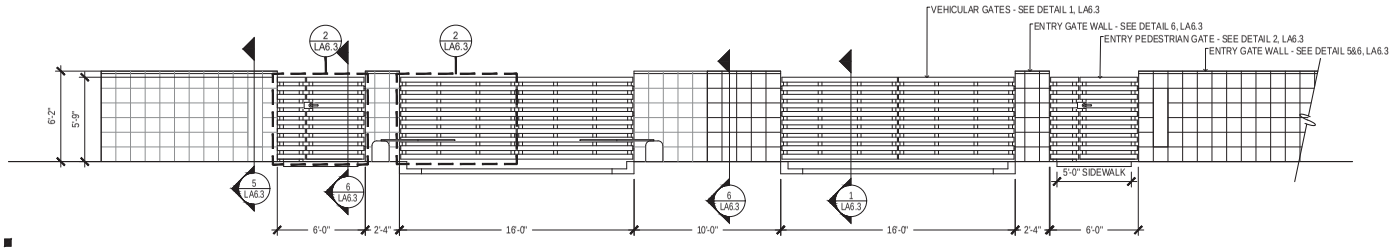
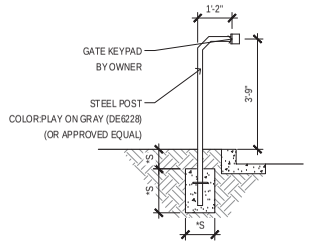


1 Entry Vehicular Gates

SCALE: 1/4"=1'-0"

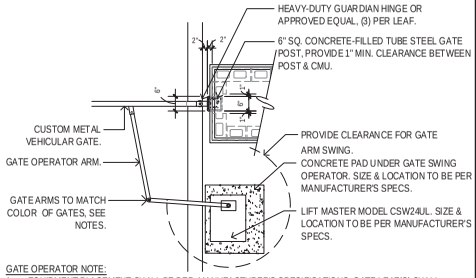


NOTE:
CONTRACTOR TO PROVIDE KNOX BOX/ FIRE DEPARTMENT ACCESS PANEL AT KEY PAD. CONTRACTOR TO SUBMIT SHOP DRAWINGS



2 Gate Keypad

SCALE: 1/2"=1'-0"



GATE OPERATOR NOTE:

1. EQUIPMENT PLACEMENT SHALL BE PER MANUFACTURER'S SPECIFICATIONS. GATE LEAF(S) SHALL REACH THE FULLY CLOSED POSITION SIMULTANEOUSLY AND GATE OPERATOR SHALL MEET ALL INSTALLED REQUIREMENTS.
2. VERIFY GATE POST FOOTING REQUIREMENTS PRIOR TO COLUMN CONSTRUCTION. REFER TO IRRIGATION PLANS FOR SLEEVING LOCATIONS & DETAILS.
3. STEEL COMPONENTS TO BE PAINTED TO MATCH VEHICULAR GATE FRAME

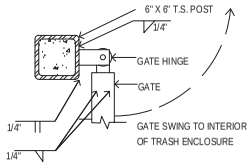
3 Gate Operator

SCALE: 1/2"=1'-0"

1. 2" X 1" X 1/4" X 3" CHANNEL (ATTACH TO GATE)
2. 2" X 1" X 1/4" X 3-1/2" CHANNEL
3. 2PCS - 1/4" X 2" F/B X 4"
4. 2 -3/8" BAR X 3'
5. 2PCS - BRONZE OILITE BUSHINGS
6. 3/4" X 5" PLATED BOLT
7. 3/4" SELF LOCKING NUT
8. ATTACH TO POST

NOTES:

- GRIND ALL WELDS SMOOTH.
- GATE LATCH SHALL BE HEAVY DUTY "LATCH BOLT" W/ TURNDOWN HANDLE AND PAD-LOCKABLE, 1/2" DIA. ROD.
- DROP ROD CANE BOLT W/TURNDOWN HANDLE 3/4" DIA. ROD.
- ALL GATES SHALL BE INSTALLED W/A LOCK OPEN MECHANISM.
- SHOP DRAWINGS REQUIRED



4 Gate Hinge

SCALE: 1-1/2"=1'-0"

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Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Construction Details

mattamy HOMES

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Sheet Number
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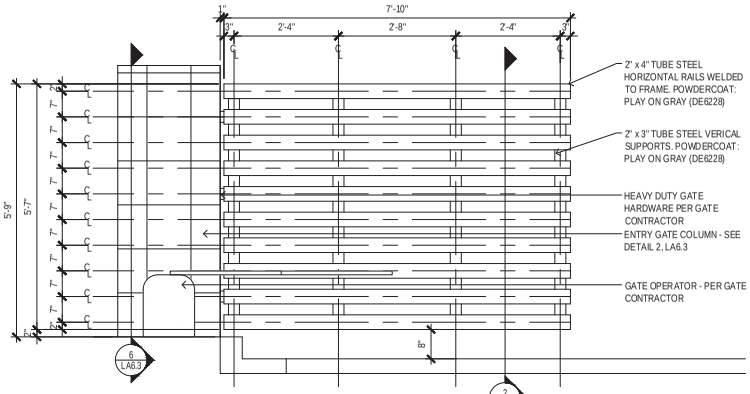
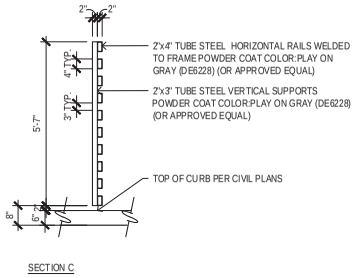
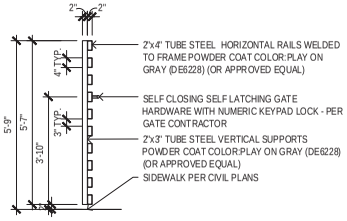


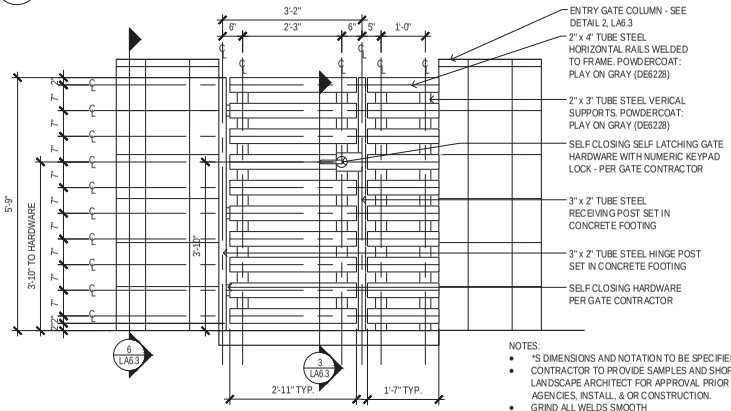
1 Vehicular Gate - Leaf Enlargement
SCALE:3/4"=1'-0"



2 Vehicular Gate - Section
SCALE:1/2"=1'-0"



3 Entry Pedestrian Gate - Section
SCALE:1/2"=1'-0"



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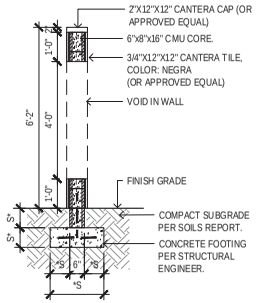
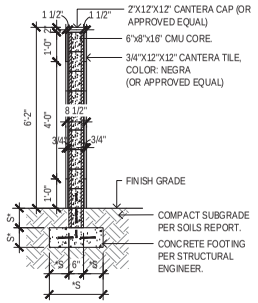
4 Entry Pedestrian Gate - Enlargement
SCALE:3/4"=1'-0"



5 Entry Gate Wall with Void- Section
SCALE:1/2"=1'-0"



6 Entry Gate Wall without Void - Section
SCALE:Entry Gate Wall without Void

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mattamy HOMES

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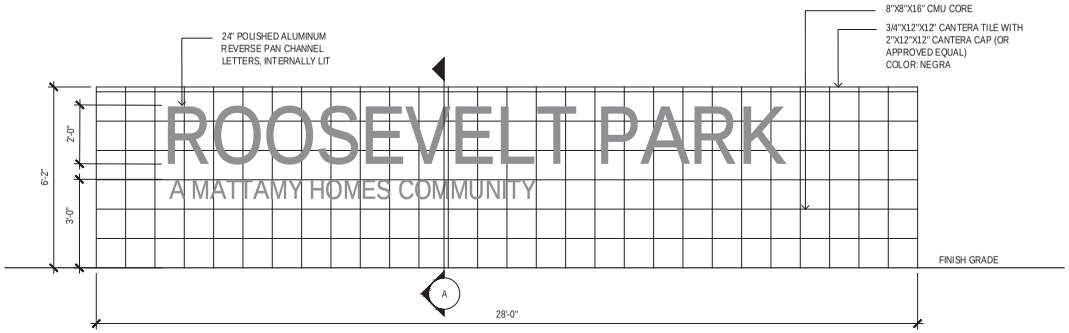
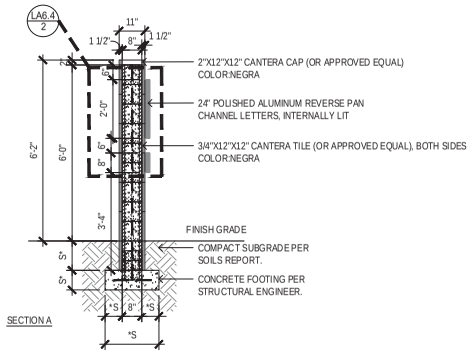
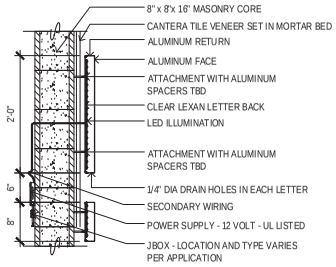
Sheet Number
LA6.3



1 Entry Monument Signage

SCALE: 1/2"=1'-0"

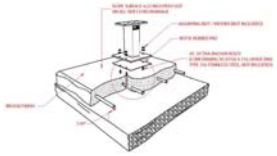




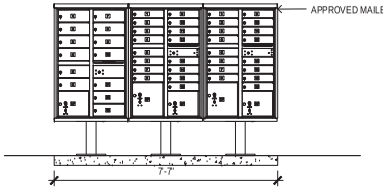
2 Sign Lettering Enlargement

SCALE: N.T.S.

MAILBOX SPECIFICATION NOTE
MANUFACTURER: SALSBURY INDUSTRIES
(OR APPROVED EQUAL)
MODEL: CLUSTER BOX UNIT 13 UNIT TYPE IV
MODEL: CLUSTER BOX UNIT 16 UNIT - TYPE III
COLOR: BRONZE
QUANTITY AND LOCATION PER US POSTAL SERVICE



MAILBOX UNIT ATTACHMENT TO FOOTING



3 Mailbox Kiosk

SCALE: 1/2"=1'-0"

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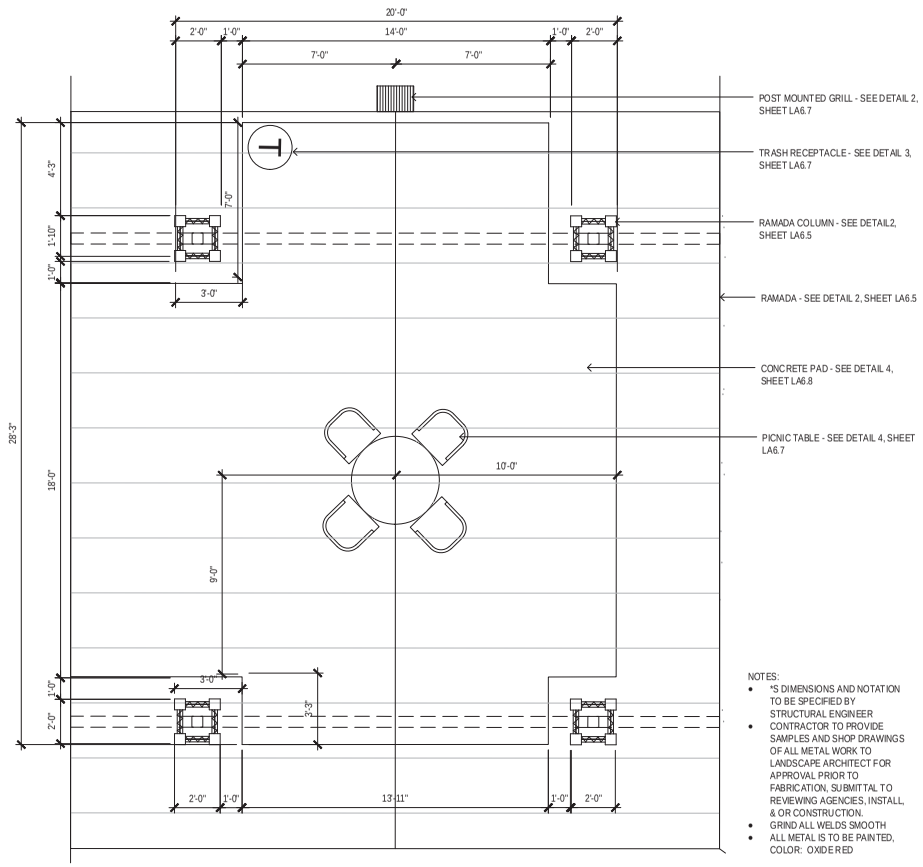

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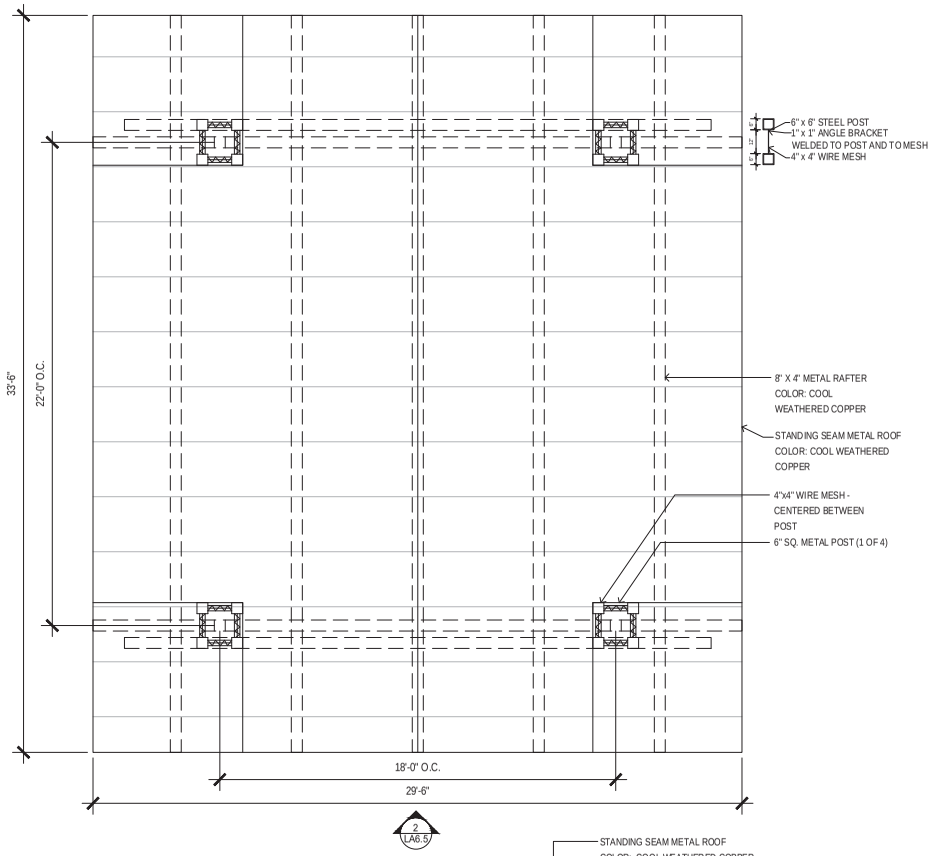
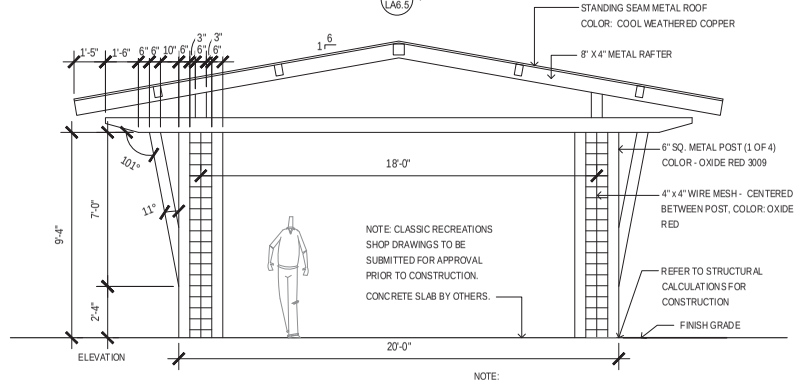
1 Ramada Amenity Location - Plan

SCALE:3/8"=1'-0"





NOTE:
THE DESIGN OF THE FOOTING IS BASED ON THE ASSUMPTION THAT THE COLUMNS ARE PINNED AT THE BASE.

2 Ramada Elevation

SCALE:3/8"=1'-0"

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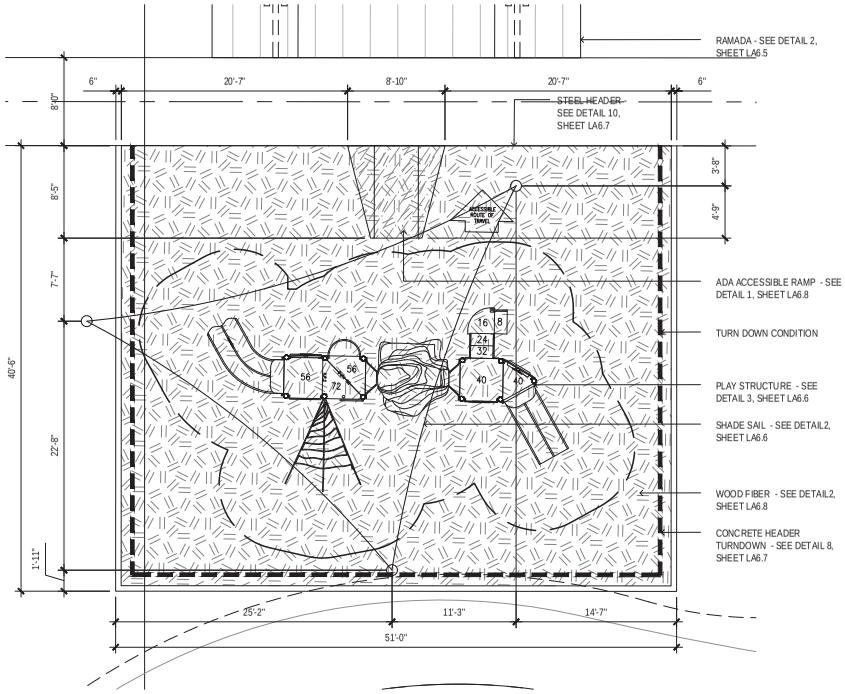
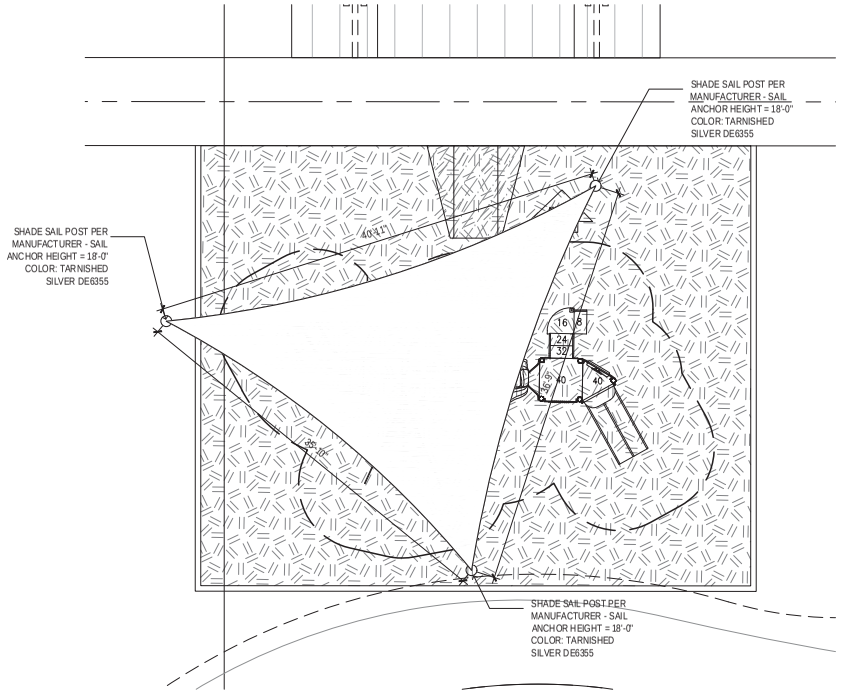


1 Amenity Layout Plan

SCALE:3/16"=1'-0"



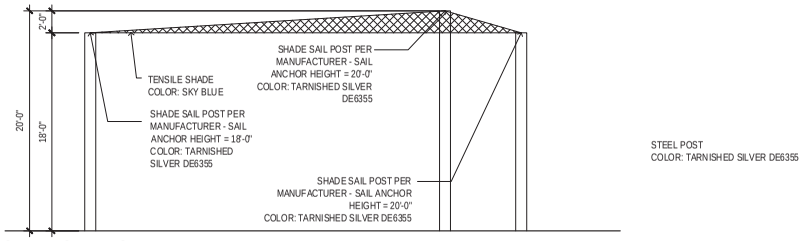
2 Shade Sail - Plan

SCALE:3/16"=1'-0"

MANUF: LANDSCAPE STRUCTURES
MODEL: 1567 - DENIM, CARBON, AND ACORN
OTHER: OR APPROVED EQUAL

3 Naturescape Play Structure

SCALE:3/16"=1'-0"



2 Shade Sail at Secondary Amenity

SCALE:3/16"=1'-0"

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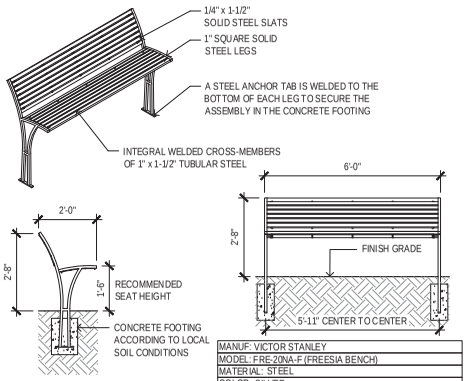
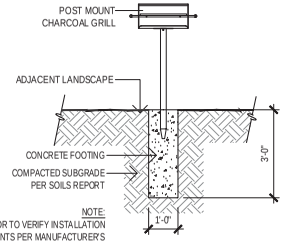


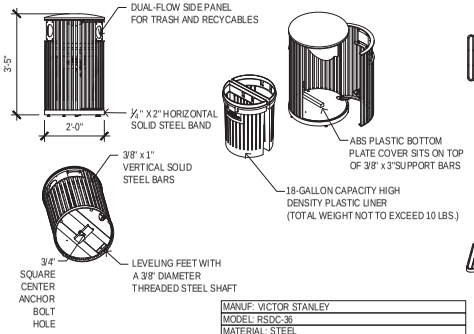
MANUF: VICTOR STANLEY
MODEL: FRE-20NA-F (FREESIA BENCH)
MATERIAL: STEEL
COLOR: SILVER
OTHER: OR APPROVED EQUAL

1 Bench
SCALE: 1/2"=1'-0"



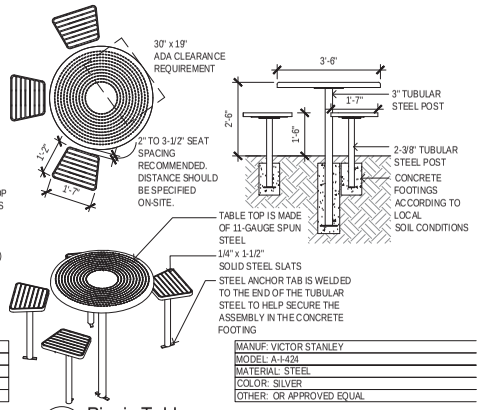
NOTE:
CONTRACTOR TO VERIFY INSTALLATION REQUIREMENTS PER MANUFACTURER'S SPECIFICATION. PROVIDE GAS LINE AS REQUIRED.

2 Post Mounted Charcoal Grill
SCALE: 1/2"=1'-0"



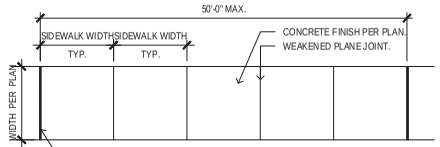
MANUF: VICTOR STANLEY
MODEL: RSDC-36
MATERIAL: STEEL
COLOR: SILVER
OTHER: OR APPROVED EQUAL

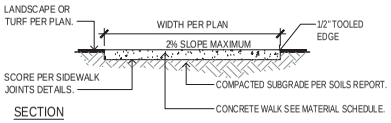
3 Trash Receptacle
SCALE: 1/2"=1'-0"



MANUF: VICTOR STANLEY
MODEL: A-I-424
MATERIAL: STEEL
COLOR: SILVER
OTHER: OR APPROVED EQUAL

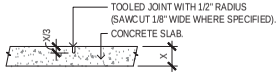
4 Picnic Table
SCALE: 1/2"=1'-0"



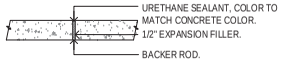


CONCRETE SIDEWALK NOTES:
1. THE TYPE II AGGREGATE BASE THICKNESS IS SHOWN ON THE TYPICAL SECTION DRAWINGS 202 - 207; FROM RTC STANDARD DRAWING 234 - REFER TO DRAWING FOR COMPLETE DETAILS AND SPECIFICATIONS.
2. LONGITUDINAL WEAKENED PLANE JOINT REQUIRED AT MIDPOINT OF SIDEWALK 10' OR WIDER.

5 Concrete Sidewalk
SCALE: 1/2"= 1'-0"



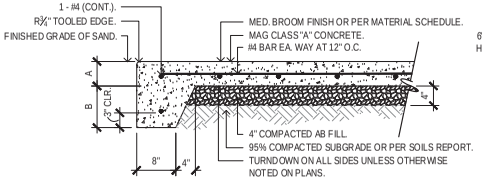
TYPICAL CONSTRUCTION JOINTS



EXPANSION JOINTS

CONSTRUCTION JOINTS:
UNLESS OTHERWISE NOTED OR DIMENSIONED USE THE FOLLOWING DATA FOR EXPANSION & CONTROL JOINT LOCATIONS.
(3'-0" WIDE WALK - C.J. @ 3'-0" O.C. & E.J. @ 24' O.C.)
(5'-0" WIDE WALK - C.J. @ 5'-0" O.C. & E.J. @ 25' O.C.)
(6'-0" WIDE WALK - C.J. @ 6'-0" O.C. & E.J. @ 24' O.C.)
(12'-0" WIDE WALK - C.J. @ 12'-0" O.C. & E.J. @ 36' O.C.)

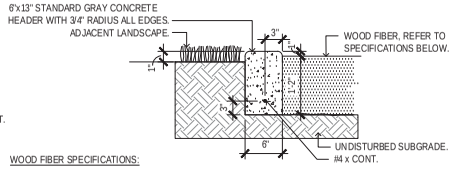
6 Construciton Joints
SCALE: 1"= 1'-0"



TURNDOWN SCHEDULE

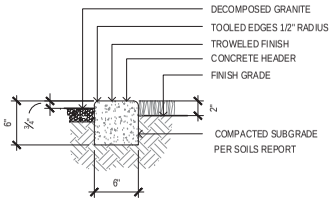
TURNDOWN AREA	A	B	TOTAL
TOT LOT	4"	12"	16"

7 Concrete Turndown
SCALE: 1"= 1'-0"



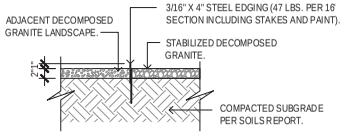
WOOD FIBER SPECIFICATIONS:
THE MATERIAL SHALL MEET ASTM F-1292-95 AND ADA PER ASTM PS 83-97. THE MATERIAL SHALL BE MANUFACTURED FROM 100% CLEAN WOOD. MATERIAL SHALL BE FREE OF TWIGS, BARK, AND LEAF DEBRIS. IT SHALL BE FREE FROM ANY FOREIGN OBJECTS SUCH AS NAILS, TRASH AND CHEMICAL ADDITIVES. THE MATERIAL SHALL BE NON-TOXIC.

8 Concrete Header Turndown
SCALE: 1"=1'-0"

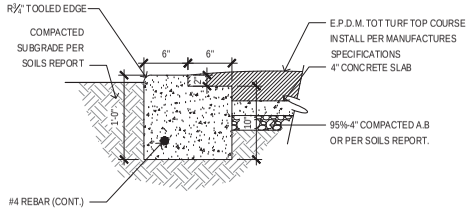


NOTE:
CONCRETE HEADER TO FINISH FLUSH WITH HARDSCAPE EDGE.

9 Concrete Header
SCALE: 1-1/2"= 1'-0"



10 Steel Header
SCALE: 1"= 1'-0"



11 Concrete Header Turndown
SCALE: 1-1/2"=1'-0"

ABLA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 02-26-21 ARIZONA U.S.A. EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Construction Details

mattamy HOMES

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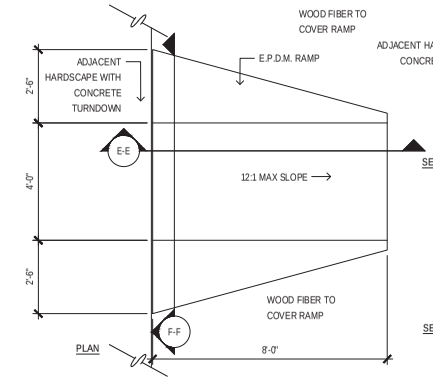
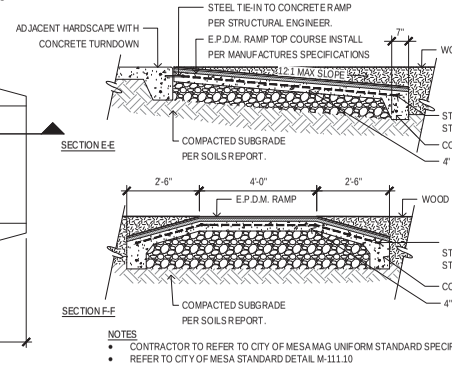
Revisions
1
2
3

Issued for
- ☐ Design Dev.
- ☐ Progress
- ■ City Submittal 05.20.2021
- ☐ Bid Set
- ☐ Construction

Title: Construction Details
Date Issued: 05.20.2021
Scale: Per Detail
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA6.7



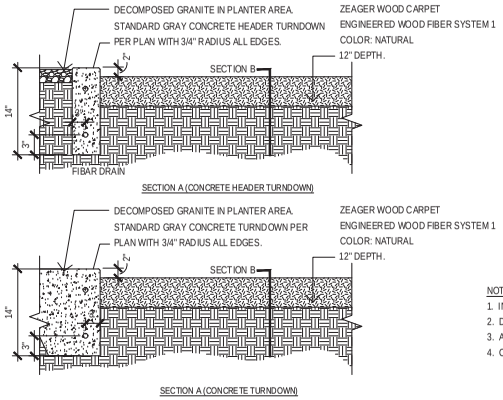


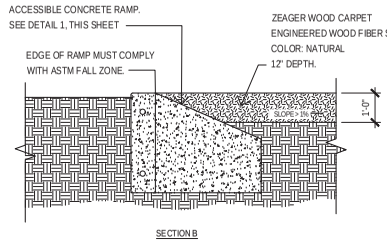
NOTES

- CONTRACTOR TO REFER TO CITY OF MESA MAG UNIFORM STANDARD SPECIFICATIONS.
- REFER TO CITY OF MESA STANDARD DETAIL M-111.10
- E.P.D.M. TOT TURF COLOR: MID BROWN - CONTRACTOR TO SUBMIT COLOR SAMPLE FOR APPROVAL BY LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
- E.P.D.M. TOT TURF TO BE INSTALLED PER MANUFACTURE SPECIFICATIONS.

1 E.P.D.M. ADA Access Ramp Into Wood Fiber

SCALE: 1/2"=1'-0"



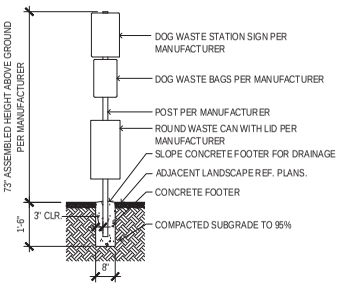


NOTES:

1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
2. DO NOT SCALE DRAWINGS.
3. AWARD CONTRACTORS MUST OBTAIN A LICENSE ZEAGER BROS, INC. PRIOR TO CONSTRUCTION
4. CONTRACTORS NOTE: FOR PRODUCT AND PURCHASING INFORMATION VISIT www.zeager.com

2 Wood Fiber

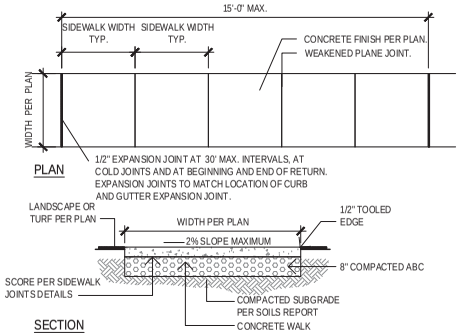
SCALE: 1/2"=1'-0"



NOTES:
DOG WASTE STATION WITH ROLL BAG SYSTEM - DEPOT-006-B
ORDER THROUGH DOG WASTE DEPOT
WWW.DOGWASTEDEPOT.COM
(800) 678-1612

3 Pet Waste Station

SCALE: 1/2"=1'-0"



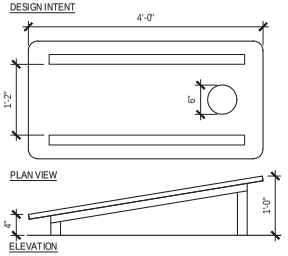
CONCRETE PAD NOTES:
1. THE TYPE II AGGREGATE BASE THICKNESS IS SHOWN ON THE TYPICAL SECTION DRAWINGS 202 - 207; FROM RTC STANDARD DRAWING 234 - REFER TO DRAWING FOR COMPLETE DETAILS AND SPECIFICATIONS.
2. LONGITUDINAL WEAKENED PLANE JOINT REQUIRED AT MIDPOINT OF SIDEWALK 10' OR WIDER.

4 Concrete Pad

SCALE: 1/2"= 1'-0"

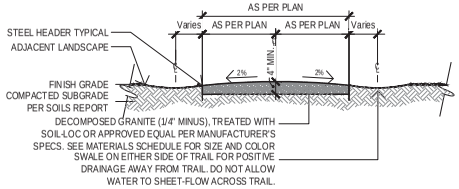
LANDSCAPE STRUCTURES:
MANUF: LANDSCAPE STRUCTURES
MODEL: CUSTOM CORN HOLE BOARDS
COLORS: BLACK LEGS WITH DENIM BOARD
CONTACT: KEVIN SOLOMON (EXERPLAY)
480-323-0337

DESIGN INTENT



5 Bean Bag Toss

SCALE: 1"=1'-0"



INSTALLATION:

1. PREPARE SUB-GRADE TO LINE AND GRADE ALLOWING FOR POSITIVE DRAINAGE.
2. SUB-GRADE SHALL BE COMPACTED AS SPECIFIED PRIOR TO PLACEMENT OF PRE-STABILIZED GRANITE COMPACT BASE MATERIAL (AS SPECIFIED) PRIOR TO PLACEMENT OF PRE-STABILIZED GRANITE.
3. SPREAD PRE-STABILIZED GRANITE OVER PREPARED SUB-BASE/BASE MATERIAL TO SPECIFIED DEPTH.
4. AFTER SPREADING AND LEVELING PRE-STABILIZED GRANITE, THOROUGHLY SATURATE THE ENTIRE DEPTH OF PRE-STABILIZED GRANITE WITH WATER TO ACTIVATE STABILIZING COMPOUND. (*RANDOM CORE SAMPLING SHOULD BE DONE TO ENSURE FULL DEPTH PENETRATION.*)
5. AFTER THE PRE-STABILIZED GRANITE HAS BEEN SATURATED, ALLOW TO DRY TO A COMPACTABLE CONSISTENCY* (OPTIMUM *MOISTURE*) AND COMPACT WITH A VIBRATORY COMPACTOR OR 3 1/2 TON STEEL DRUM ROLLER. (**DRY TIME CAN RANGE FROM 2 TO 24 HOURS DEPENDING ON WEATHER CONDITIONS.*)
6. PROTECT FROM TRAFFIC UNTIL ENTIRE DEPTH OF PRE-STABILIZED GRANITE HAS COMPLETELY DRIED. (*THIS COULD BE 48 TO 72 HOURS DEPENDING ON*

6 Stabilized Decomposed Granite

SCALE: 1/2"=1'-0"

AB LA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. EXPIRES 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Construction Details

mattamy HOMES

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Revisions
1
2
3

Issued for
- ☐ Design Dev.
- ☐ Progress
- ■ City Submittal 05.20.2021
- ☐ Bid Set
- ☐ Construction

Title: Construction Details
Date Issued: 05.20.2021
Scale: Per Detail
Drawn By: CR
Checked By: CH, AB
Project Number
Permit Number

Sheet Number
LA6.8

VISTA PROFESSIONAL OUTDOOR LIGHTING

Type:

Model:

Project:

SPECIFICATION SHEET

MODEL 1470 Architectural Series • Bollards

FIXTURE SPECIFICATIONS:

HOUSING:
Heavy walled (3/16") custom round extruded aluminum post, assembled with heavy die-cast aluminum access doors and base. Light Center Length (LCL) height is 36" standard.

BASE:
Heavy walled die cast aluminum base structurally screwed and glued to housing post. Base has 30° radial slots to allow for adjustment of bollard relative to mounting.

MOUNTING:
Mounting consists of a patent pending three 1/2" dia. x 12" J-anchor bolt pour part assembly. Mounting assembly is equipped with an adjustable leveling feature utilizing heavy duty die springs, sleeved with urethane compression bushings. Adjustment over 5 degrees are possible for vertical alignment of post.

LED LIGHT ENGINE:
High efficiency LED quadrant specified light engine equipped with Cree XTE LEDs, (5 per quadrant). Available in 2700°K, 3000°K, 3500°K, 4000°K, 5000°K CCT. Amber CCT available upon request. Suitable for max ambient temperatures up to 45°C.

OPTICS:
Unitized optic assembly contains precision molded reflector and sealed refractor lens integrally mounted onto an internal heat sink. Drivers and optional accessories are mounted to optic assembly.

FINISH:
Polyester powder-coat finish available in Black, Architectural Bronze, Dark Bronze, Granite, White, Architectural Brick, Light Bronze, Special Bronze, Glossy Gray, Rust, Hunter Green, Weathered Bronze, Weathered Iron, Graphite Metallic, Verde, Pewter, Mocha and OlideFinish. Custom Powder coat finishes available on request.

DISTRIBUTIONS:
Light distributions consists of specifiable quadrants. Distributions can be specified in any 90° quadrant combinations.

BUG RATING:
*See table on page 2.

ELECTRICAL:
Hi-power factor integral LED drivers equipped with tri-modal dimming capabilities (0-10VDC, phase cut TRIAC, EldO from 1-100% standard. Class 2. Universal input voltage 120v (277VAC.

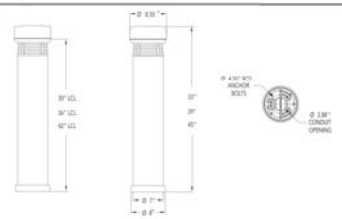
POWER LEVEL/OUTPUT:
Two power levels offered:
350mA per LED (1634 lumens output with 360° distribution)
500mA per LED (2163 lumens output with 360° distribution)

ACCESSORIES:
Duplex Receptacle (-DPX)

CERTIFICATION:
UL & CUL wet location listed. (Pla).

All Vista Architectural luminaires are MADE IN THE U.S.A.

DIMENSIONS:



Vista Professional Outdoor Lighting reserves the right to modify the design and/or construction of the fixture shown without further notification.

1425 Sunapee Avenue • Simi Valley, CA 93063 • (805) 527-0567 • (800) 766-9576 (M/R)
FAX: (805) 670-0576 (M/R) • email@vistapro.com • www.vistapro.com

VISTA PROFESSIONAL OUTDOOR LIGHTING

SPECIFICATION SHEET

MODEL 1470 Architectural Series • Bollards

FIXTURE ORDERING INFORMATION

TO ORDER FIXTURE: Select appropriate choice from each column as in the following example.

EXAMPLE: 1470-B-30-1Q-40-A-120-ND-DPX

MODEL	FINISH	LIGHT CENTER LENGTH (inches)	DISTRIBUTION (by quadrant)	COLOR TEMP
1470 - Pil	Standard B - Black Z - Architectural Bronze DZ - Dark Bronze GT - Graphite W - White Premium BR - Architectural Brick LZ - Light Bronze SB - Special Bronze GG - Glossy Gray R - Rust HG - Hunter Green WB - Weathered Bronze WI - Weathered Iron GM - Graphite Metallic Hand Finished G - Verde P - Pewter M - Mocha OF - Olde Finish	30 - 30 inch LCL 36 - 36 inch LCL 42 - 42 inch LCL	1Q - 1 Quadrant 2Q/90 - 2 Quadrants at 90° 2Q180 - 2 Quadrants at 180° 3Q - 3 Quadrants 4Q - 4 Quadrants	27 - 2700°K 32 - 3000°K 35 - 3500°K 40 - 4000°K 50 - 5000°K

POWER LEVEL	VOLTAGE	DIMMING	ACCESSORIES
A - Low Output B - High Output	120 - 120V MV - Multi-Volt (120V - 277V)	ND - No Dimming 010 - 0-10V PCT - Phase Cut TRIAC (120V only)	DPX - Duplex Receptacle 1, 2

1. PCT and DPX available only when 120 VOLTAGE is specified.
2. DPX required dedicated 120 Volt service.

LUMEN OUTPUT PACKAGES (Watts / Lumens)

Beam Spread	A	B
4Q	23.9 Watts / 1634 Lumens	34.9 Watts / 2163 Lumens
3Q	18.1 Watts / 1197 Lumens	26.3 Watts / 1540 Lumens
2Q 90	11.8 Watts / 744 Lumens	17.8 Watts / 1050 Lumens
2Q 180	11.9 Watts / 712 Lumens	17.8 Watts / 994 Lumens
1Q	6.5 Watts / 383 Lumens	9.2 Watts / 505 Lumens

B-U-G RATING

Beam Spread	A	B
4Q	B1-U2-G1	B1-U3-G1
3Q	B1-U2-G1	B1-U3-G1
2Q 90	B0-U2-G1	B0-U2-G1
2Q 180	B1-U2-G1	B1-U2-G1
1Q	B0-U1-G1	B0-U2-G1

Vista Professional Outdoor Lighting reserves the right to modify the design and/or construction of the fixture shown without further notification.

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FAX: (805) 670-0576 (M/R) • email@vistapro.com • www.vistapro.com

1425 3R/IP

1 Bollard Light
SCALE:NTS

OR APPROVED EQUAL

SWP 610

Vandal Resistant

SWP610 High Output Series LED

WALL /CEILING LED

Fixture Type | Date | Job Name | Reference No.

Catalog Number - 20W - - 120 - 277 - - -

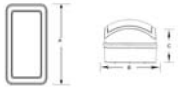
SPECIFICATIONS

Description	The Swoop 610 series features a durable, color-impregnated, polycarbonate housing supported by a marine grade, die cast aluminum base plate to provide a lighting fixture that will survive in many challenging environments. Natatorium finish is standard for all versions of this fixture.
Bezel	One piece injection molded UV stabilized polycarbonate mechanically interlocked to lens. Minimum wall thickness shall be 0.140". Color is molded through entire part for scratch resistant finish.
Lens	One piece injection molded UV stabilized prismatic polycarbonate with minimum 0.140" wall thickness. Available in Clear or Opal and secured to base plate with (4) concealed captive stainless steel screws. YWP models come with a chemically etched, scratch resistant surface painted lens.
Reflector	Die formed, shaped for maximum efficiency and finished with high gloss electrostatically applied white polyester powder coat.
Driver	Constant current driver at 350mA, 120-277V only.
LED	Samsung LM561B+ series @ 3000K, 3500K, 4000K, or 5000K and 82 CRI wired in parallel-series. L_{70} projected life of over 130,000 hours at 50°C. Ten year warranty on LED boards against operational defects.
Base Plate	Pressure die cast marine grade aluminum. Chemically primed and finished with electrostatically applied polyester powder coat.
Gasket	Closed cell die cut, self-adhesive neoprene gasket provided between fixture base plate and mounting surface. High temperature silicone O-ring between lens and base plate.
UL Listing	U.L., C.UL., Wet standard, 1598a Marine Listed.
Lifetime Warranty	Luminaire LED Incorporated will repair or replace any fixture damaged due to vandalism for the lifetime of the installation.

lighting facts

DIMENSIONAL DATA

	A	B	C
SWP610HO	10.84	6.74	5.79
YWP610HO	10.84	6.74	5.79
YWPH610HO	6.74	10.84	5.79



Luminaire Led
www.luminaireled.net

5 Sutton Place
P.O. Box 2162
Edison, NJ 08818

P. 732.549.0056
F. 732.549.9737

Luminaire LED Incorporated products are manufactured in the USA with components purchased from USA suppliers, and meet the Buy American requirements under the ARRA. Content of specification sheets is subject to change please consult our website for current product information.

Rev: 7/17

SWP 610

Vandal Resistant

SWP610 High Output Series LED

ORDERING INFORMATION

SERIES	LED	CCT	VOLTS	LENS	COLOR	OPTIONS		TX/SD
	20W		120 - 277					
								TX/SD
SWP610HO	20W	3000K	120-277	CP	BLK	☐ DIM	☐ EMB20R	
YWP610HO		3500K		OP	WHT	☐ PC	☐ EMB125R	
YWPH610HO		4000K			BRZ	☐ GLR	☐ EMB375R	
		5000K			GRY	☐ KO		
					CUST			

OPTIONS

LENS	CP = Clear Prismatic Standard OP = Opal Optional
COLORS	BLK = Black WHT = White BRZ = Bronze GRY = Gray CUST = Custom Color (Consult Factory)
DIM	0-10V dimming driver: 10% at lowest level.
PC	Photoelectric switch.
GLR	Fuse and fuse holder.
KO	Add (3) 1/2" i.p.t. holes for conduit entry in housing.
EMB20R	Remote mounted micro inverter that will operate a 25W maximum load for 90 minutes. 0°C (32°F) to 50°C (122°F).
EMB125R	Stand-alone inverter that will operate a 125W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F).
EMB 375R	Stand-alone inverter that will operate a 375W maximum load for 90 minutes. 20°C (68°F) to 30°C (86°F).
TX/SD	TORX® head bit.

TRIM OPTIONS

SWP610 | YWP610 | YWPH610

Luminaire Led
www.luminaireled.net

5 Sutton Place
P.O. Box 2162
Edison, NJ 08818

P. 732.549.0056
F. 732.549.9737

Luminaire LED Incorporated products are manufactured in the USA with components purchased from USA suppliers, and meet the Buy American requirements under the ARRA. Content of specification sheets is subject to change please consult our website for current product information.

Rev: 7/17

SWP 610

Vandal Resistant

SWP610 High Output Series LED

PHOTOMETRIC DATA

Model	Watts	Input Watts	Delivered Lumens Clear	Delivered Lumens Opal	Delivered Lumens Clear	Delivered Lumens Opal	Delivered Lumens Clear	Delivered Lumens Opal	Delivered Lumens Clear	Delivered Lumens Opal
			3000K		3500K		4000K		5000K	
SWP610HO	20W	19.6	1958	1491	1998	1522	2060	1569	2121	1616

MODEL SWP610HO-20W-4000K-CP
Delivered Lumens: 1,801 Lumens

IES FILE: SWP610HO-20W-4000K-CP
Total Power: 19.6W

Testing will performed in accordance with IES LM-79-08

Zone	Lumens	% Lumens
0 - 30	421	23.4
0 - 40	714	39.6
0 - 60	1330	73.8
60 - 90	442	24.5
0 - 90	1771	98.3
90 -180	30	1.7
0 - 180	1801	100.0

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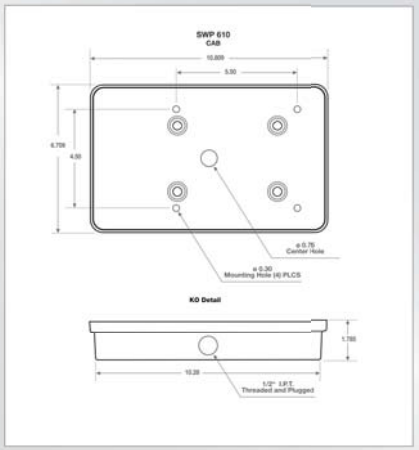
Rev: 7/17

SWP 610

Vandal Resistant

SWP610 High Output Series LED

MOUNTING PLATE DETAILS



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2 Ramada Light
SCALE:NTS

OR APPROVED EQUAL

AB LA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. EXPIRES 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Construction Details

mattamy HOMES

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☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

Title: Construction Details

Date Issued: 05.20.2021

Scale: Per Detail

Drawn By: CR

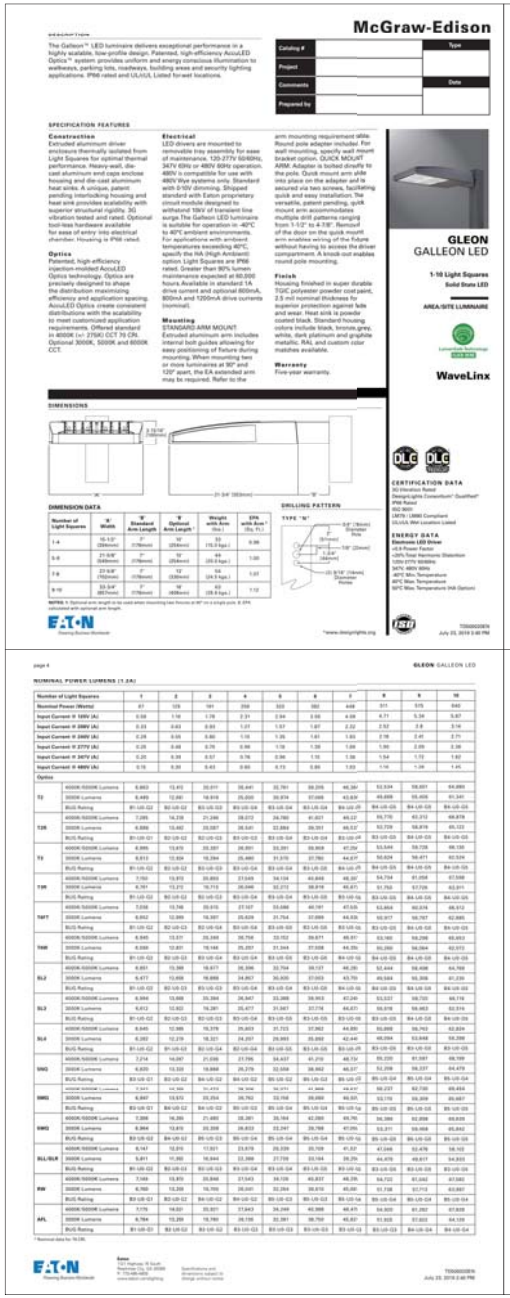
Checked By: CH, AB

Project Number

Permit Number

Sheet Number

LA6.9



1 Area Light
SCALE:NTS

OR APPROVED EQUAL

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310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED ARCHITECT CERTIFICATE HOLDER
45440 ANDREW D. BARON
Expires 12-31-21
STATE OF ARIZONA

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Construction Details

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- ☐ Construction

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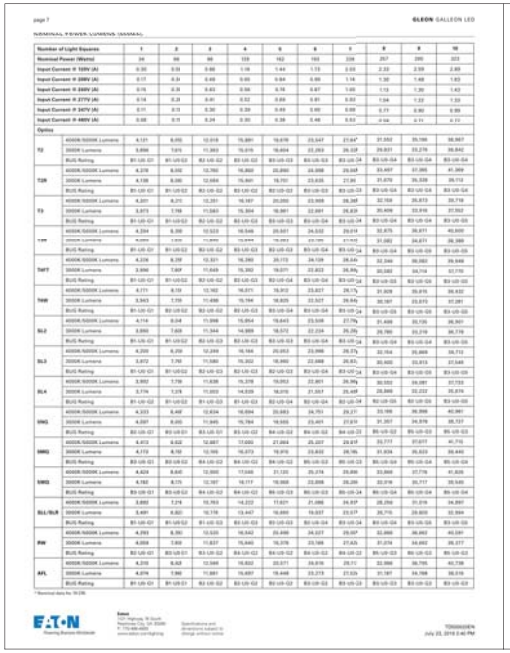
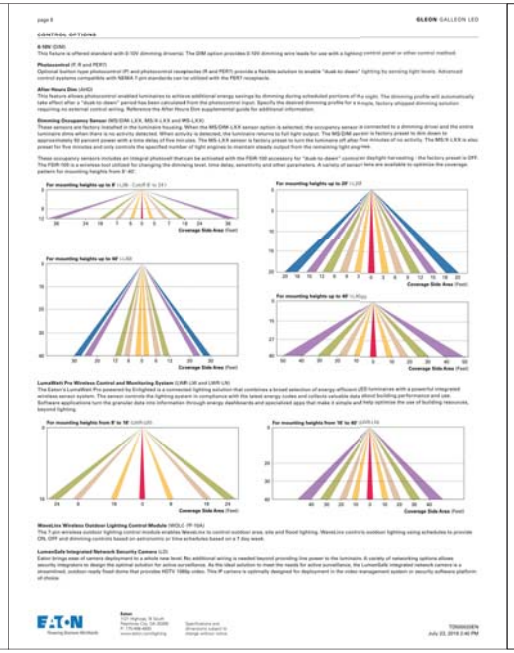
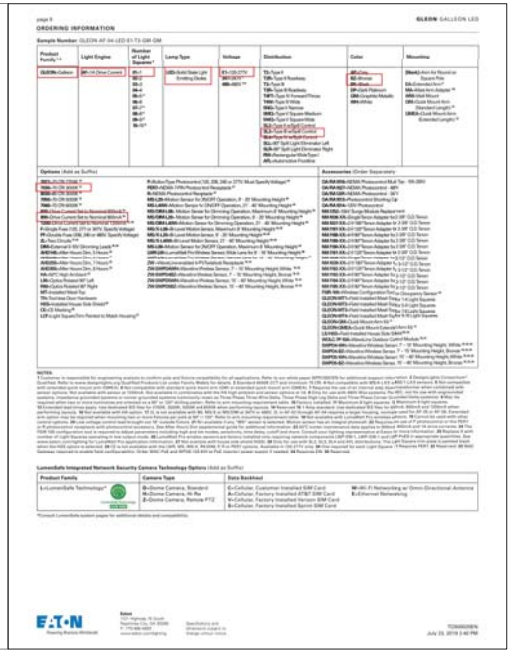
Date Issued: 05.20.2021
Scale: Per Detail
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA6.10







1 Area Light (Continued)

SCALE:NTS

OR APPROVED EQUAL

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TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
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REGISTERED PROFESSIONAL ARCHITECT
CERTIFICATE NUMBER
45440
ANDREW D. BARON
Date Signed 05.20.21
ARIZONA U.S.A.
EXP. 12-31-21

Roosevelt Park
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Drawn By: CR

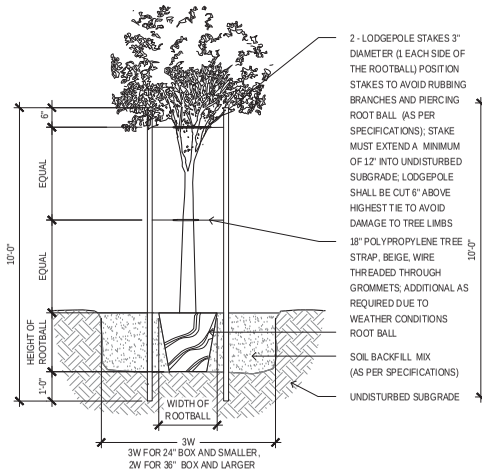
Checked By: CH, AB

Project Number

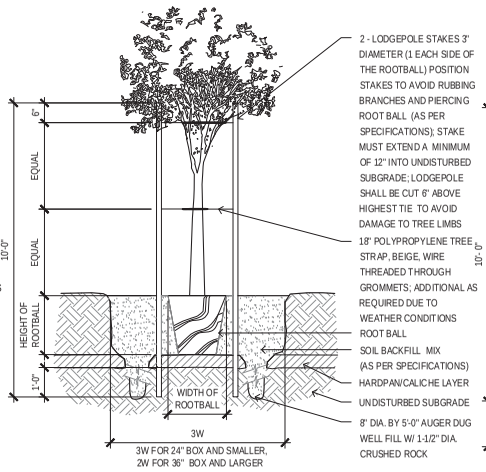
Permit Number

Sheet Number

LA6.11



1 Tree Planting Detail
SCALE: NTS



2 Hardpan Planting Detail
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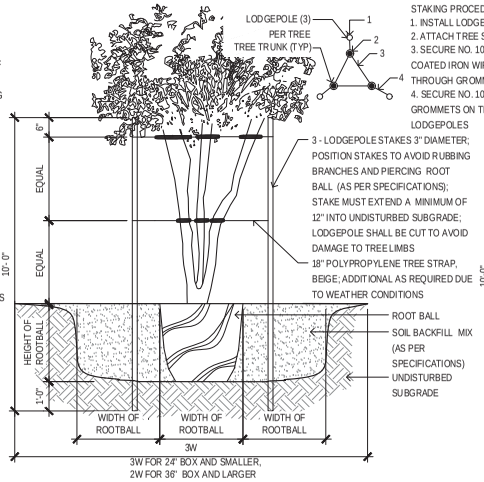
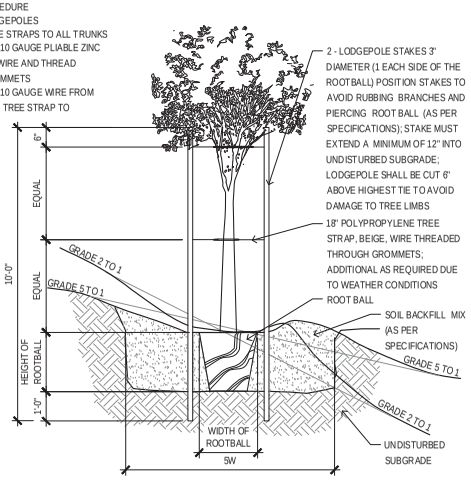
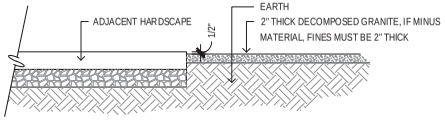


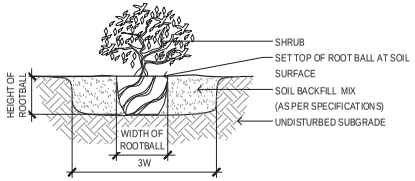
3 Multi-Trunk Tree Detail
SCALE: NTS



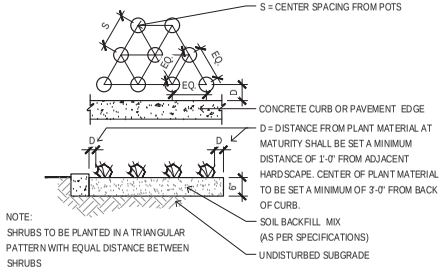
4 Tree Planting on Slope Detail
SCALE: NTS



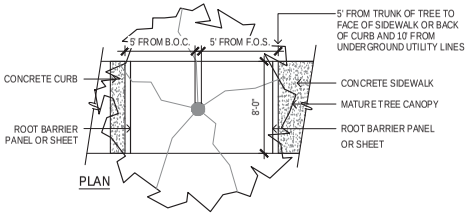
5 Decomposed Granite Detail
SCALE: NTS

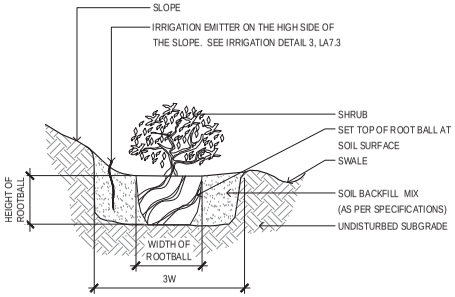


6 Shrub Planting Detail
SCALE: NTS

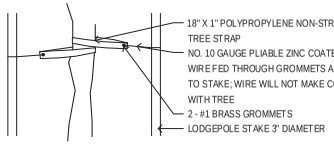


7 Plant Spacing Detail
SCALE: NTS

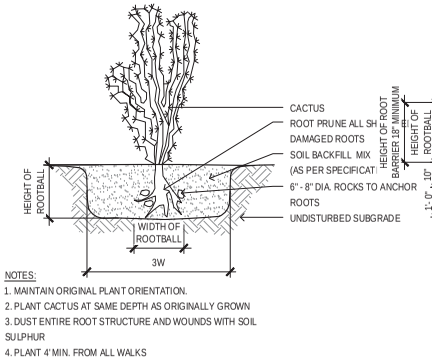




8 Shrub Planting on Slope Detail
SCALE: NTS

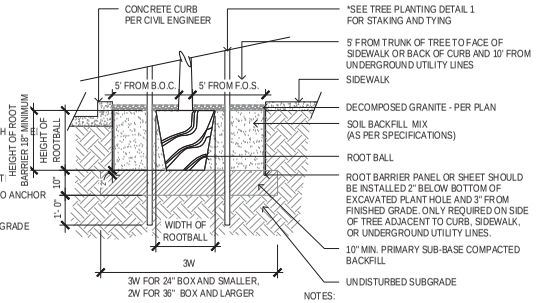


9 Tree Strap Detail
SCALE: NTS



NOTES:
1. MAINTAIN ORIGINAL PLANT ORIENTATION.
2. PLANT CACTUS AT SAME DEPTH AS ORIGINALLY GROWN
3. DUST ENTIRE ROOT STRUCTURE AND WOUNDS WITH SOIL SULPHUR
4. PLANT 4' MIN. FROM ALL WALKS

10 Cactus Planting Detail
SCALE: NTS



NOTES:
- ROOT BARRIER TO BE USED IN ALL LOCATIONS WHERE A TREE WHOSE CANOPY AT FULL MATURITY WILL OVERHANG CURB, WALL, OR SIDEWALK OR WITHIN 10'-0" OF UNDERGROUND UTILITIES.
- 8 LIN. FT. OF ROOT BARRIER SHOULD BE CENTERED AT ROOT BALL OF TREE ADJACENT TO CURB, WALL, SIDEWALK, OR UTILITY .
- MANUFACTURER: NDS, EP SERIES

11 Root Barrier Detail
SCALE: NTS

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310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 02.20.2021 ARIZONA U.S.A. EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Planting Details

mattamy HOMES

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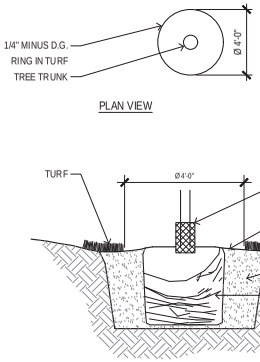
- Construction

Title: Planting Details
Date Issued: 05.20.2021
Scale: Per Detail
Drawn By: CR
Checked By: CH, AB
Project Number
Permit Number
Sheet Number: LA7.1

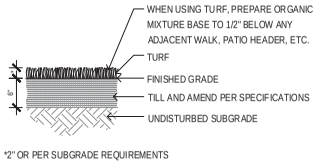


NOTES:

- SEE DETAIL 1, SHEET LA7.1 FOR MORE INFORMATION.
- TREE SIZE AND TYPE VARIES.

1 Tree in Turf Detail

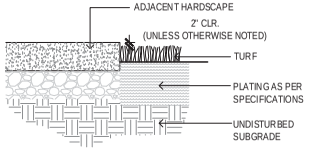
SCALE: NTS



*2" OR PER SUBGRADE REQUIREMENTS

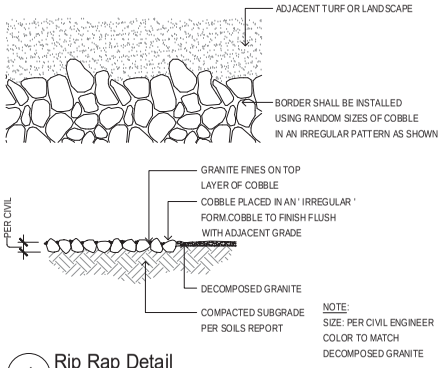
2 Turf Preparation Detail

SCALE: NTS



3 Incidental Grading at Turf Detail

SCALE: NTS



NOTE:
SIZE: PER CIVIL ENGINEER COLOR TO MATCH DECOMPOSED GRANITE

4 Rip Rap Detail

SCALE: NTS

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REGISTERED LANDSCAPE ARCHITECT
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ANDREW D. BARON
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Roosevelt Park
Phase 4 Landscape Improvments
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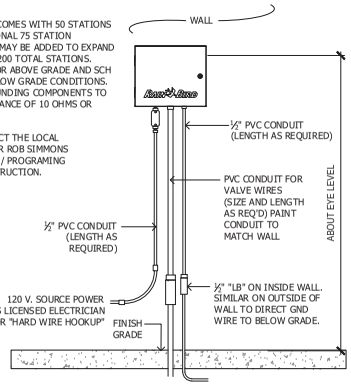
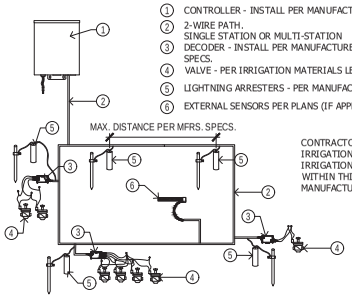
Drawn By: CR
Checked By: CH, AB
Project Number
Permit Number
Sheet Number: LA7.2

NOTES:
1. ESP-LXD CONTROLLER COMES WITH 50 STATIONS AVAILABLE. TWO ADDITIONAL 75 STATION ESPLXD-SUM75 MODULES MAY BE ADDED TO EXPAND THE CONTROLLER UP TO 200 TOTAL STATIONS.
2. USE STEEL CONDUIT FOR ABOVE GRADE AND SCH 40 PVC CONDUIT FOR BELOW GRADE CONDITIONS.
3. PROVIDE PROPER GROUNDING COMPONENTS TO ACHIEVE GROUND RESISTANCE OF 10 OHMS OR LESS.

CONTRACTOR TO CONTACT THE LOCAL RAINBIRD AREA MANAGER ROB SIMMONS (801)550-1003 FOR FIELD/ PROGRAMING SUPPORT DURING CONSTRUCTION.





1. CONTROLLER - INSTALL PER MANUFACTURERS SPECS.
2. 2-WIRE PATH. SINGLE STATION OR MULTI-STATION
3. DECODER - INSTALL PER MANUFACTURERS SPECS.
4. VALVE - PER IRRIGATION MATERIALS LEGEND.
5. LIGHTNING ARRESTERS - PER MANUFACTURERS SPECS.
6. EXTERNAL SENSORS PER PLANS (IF APPLICABLE).

CONTRACTOR TO INSTALL IRRIGATION EQUIPMENT PER THE IRRIGATION LEGEND, DETAILS WITHIN THIS PLAN SET, AND MANUFACTURERS SPECIFICATIONS.

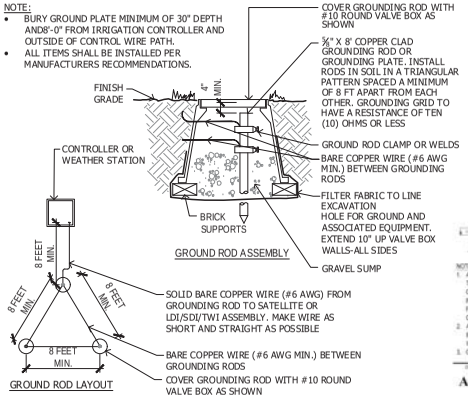
CONTRACTOR TO MARK/MAP EXTERNAL SENSORS, ZONES, MASTER VALVES AND FLOW METERS UTILIZING CENTRAL CONTROL APPLICATION PER MANUFACTURE USING THEIR MOBILE DEVICE OR COMPUTER.

CONTRACTOR TO CONTACT THE LOCAL RAINBIRD AREA MANAGER ROB SIMMONS (801)550-1003 FOR FIELD/ PROGRAMING SUPPORT DURING CONSTRUCTION.

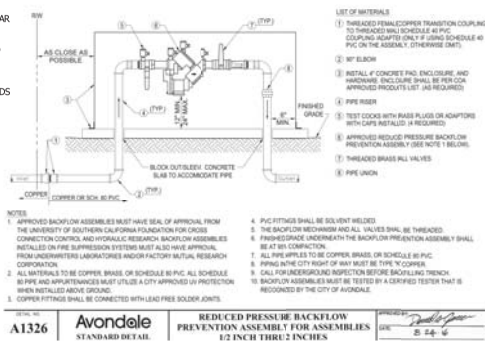
CONTRACTOR TO INSTALL LIGHTNING ARRESTERS ALONG 2-WIRE PATH NOT TO EXCEED MAXIMUM DISTANCES PER MANUFACTURER SPECIFICATIONS.

1 Wall Mount Controller - 2-Wire
SCALE: N.T.S.

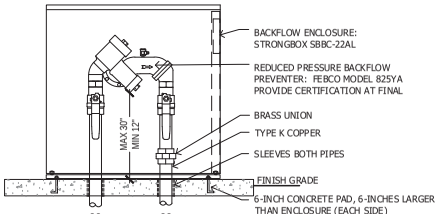
NOTE:
- BURY GROUND PLATE MINIMUM OF 30" DEPTH AND8'-0" FROM IRRIGATION CONTROLLER AND OUTSIDE OF CONTROL WIRE PATH.
- ALL ITEMS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.



2 Controller Ground
SCALE:N.T.S.

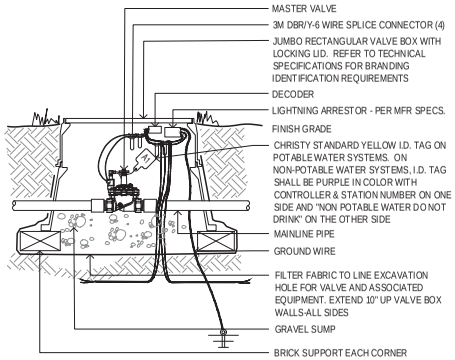


3 Backflow Preventer
SCALE:N.T.S.

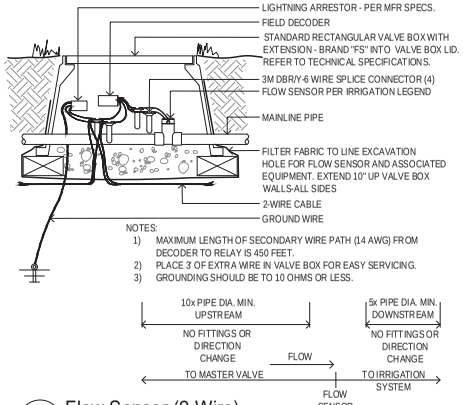


NOTES:
1) INSTALL BACKFLOW DEVICE IN ACCORDANCE WITH ALL STATE AND LOCAL CODE REQUIREMENTS.
2) SLOPE TOP SURFACE OF PAD AT 0.5 % WITH BROOM FINISH. MAKE PIPE SLEEVES WITH 1-1/2 INCH LARGER DIAMETER PIPE THAN PENETRATING PIPE SIZE.
3) ALL HINGED CONNECTION LOCATIONS AND HARDWARE TO BE TAMPER PROOF.
4) ALL WELD JOINTS SHALL BE CONTINUOUS AND GROUND SMOOTH.

4 Backflow Preventer Security Cage
SCALE:N.T.S.

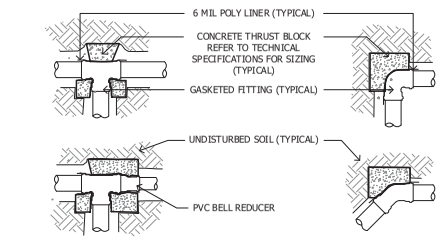


5 Master Valve (2-Wire)
SCALE:N.T.S.



NOTES:
1) MAXIMUM LENGTH OF SECONDARY WIRE PATH (14 AWG) FROM DECODER TO RELAY IS 450 FEET.
2) PLACE 3' OF EXTRA WIRE IN VALVE BOX FOR EASY SERVICING.
3) GROUNDING SHOULD BE TO 10 OHMS OR LESS.

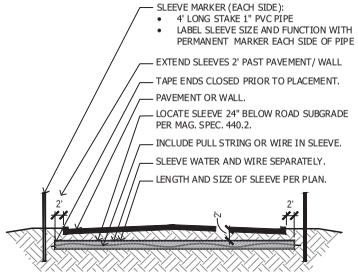
6 Flow Sensor (2-Wire)
SCALE: N.T.S.



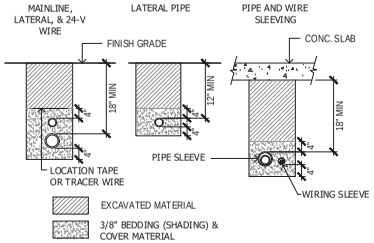
NOTE:
REFER TO IRRIGATION SPECIFICATIONS FOR REQUIRED MIN. REQUIRED C.U. OF EACH THRUST BLOCK.

7 Thrust Block Installation
SCALE:N.T.S.

NOTE:
- SIMILAR TREATMENTS AT WALLS, WALKS OR PATIOS.
- COORDINATE SLEEVES INSTALLED BY UNDERGROUND UTILITY CONTRACTOR UNLESS OTHERWISE NOTED.

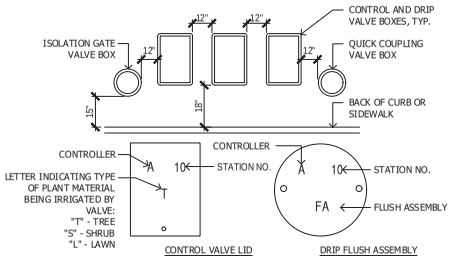


8 Pipe Sleeve Installation
SCALE:N.T.S.



NOTES:
1. SLEEVE ALL PIPE AND WIRE SEPARATELY.
2. ALL PIPE TO BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. "SNAKE" UNSLEEVED LATERAL PIPE IN TRENCH. PROVIDE A MIN. OF 2" CLEARANCE TO SIDE OF TRENCH AND BETWEEN PIPES.
3. ALL 120-V WIRING SHALL BE INSTALLED IN ACCORDANCE WITH LOCAL CODE REQUIREMENTS. TAPE AND BUNDLE 24-V WIRE EVERY 10' AND PROVIDE LOOSE 20" LOOP AT ALL CHANGES OF DIRECTION OVER 30 DEGREES.
4. CHRISTY'S DETECTABLE MARKING TAPE (OR APPROVED EQUAL) TO BE GREEN IN COLOR FOR POTABLE IRRIGATION SYSTEMS AND PURPLE FOR NON-POTABLE IRRIGATION SYSTEMS.

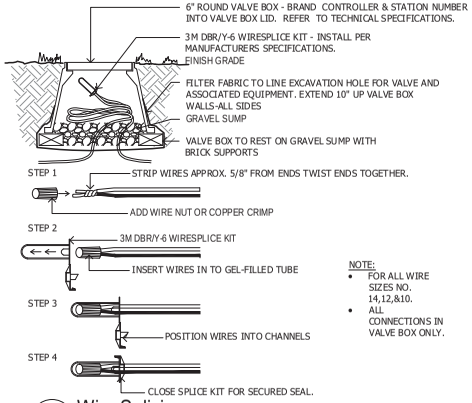
9 Trench Depth
SCALE:N.T.S.



DRIP VALVE ASSEMBLY - (SEE ABOVE)
DRIP FLUSH ASSEMBLY - (SEE ABOVE)
V CONTROL VALVE - (SEE ABOVE)
MASTER VALVE - "MV" (CENTER OF LID)
FLOW SENSOR - "FS" (CENTER OF LID)
WIRE SPLICE - "WS" (CENTER OF LID)
GATE VALVE - "GV" (CENTER OF LID)
QUICK COUPLER - "QC" (CENTER OF LID)
AIR RELIEF - "AR" (CENTER OF LID)

NOTE:
- BRAND CHARACTERS WITH HOT BRANDING IRON. REFER TO TECHNICAL SPECIFICATION FOR CHARACTER SIZE AND DEPTH REQUIREMENTS.
- DO NOT USE DASHES, HYPHENS OR COMMAS. LETTERS MUST BE STRAIGHT, LEGIBLE, UNIFORM DEPTH IN LID, AND 1" MINIMUM TO 2" MAX IN HEIGHT. LIDS MISBRANDED SHALL BE REPLACED BY CONTRACTOR.

10 Valve Box Layout & Branding
SCALE:NTS



NOTE:
- FOR ALL WIRE SIZES NO. 14,12,&10.
- ALL CONNECTIONS IN VALVE BOX ONLY.

11 Wire Splicing
SCALE:NTS

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. EXP. 2-31-22

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Irrigation Details

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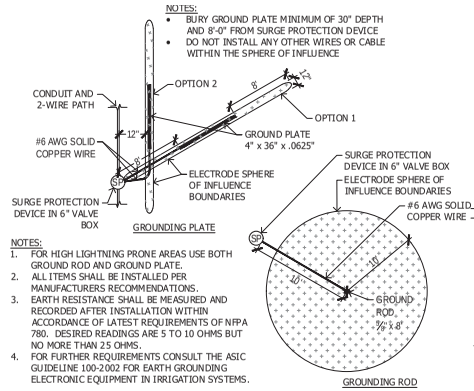
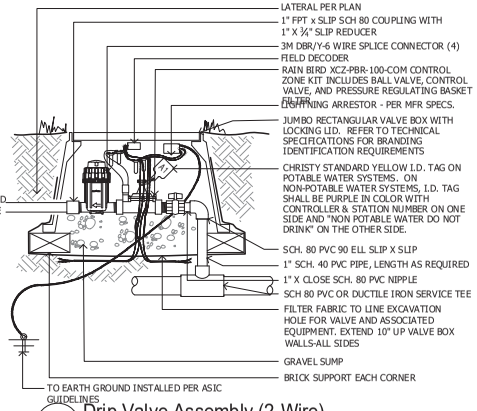


NOTES:
1. FOR HIGH LIGHTNING PRONE AREAS USE BOTH GROUND ROD AND GROUND PLATE.
2. ALL ITEMS SHALL BE INSTALLED PER MANUFACTURERS RECOMMENDATIONS.
3. EARTH RESISTANCE SHALL BE MEASURED AND RECORDED AFTER INSTALLATION WITHIN ACCORDANCE OF LATEST REQUIREMENTS OF NFPA 780. DESIRED READINGS ARE 5 TO 10 OHMS BUT NO MORE THAN 25 OHMS.
4. FOR FURTHER REQUIREMENTS CONSULT THE ASIC GUIDELINE 100-2002 FOR EARTH GROUNDING ELECTRONIC EQUIPMENT IN IRRIGATION SYSTEMS.

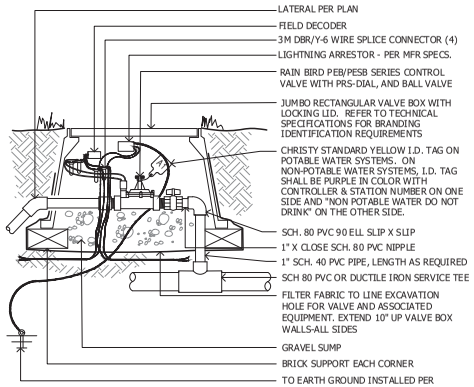
1 Lightning Arrestor Installation

SCALE: N.T.S.



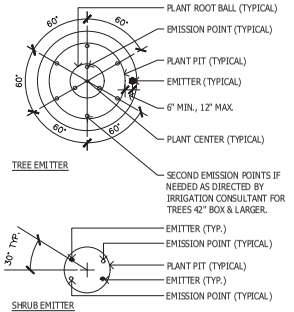
2 Drip Valve Assembly (2-Wire)

SCALE:N.T.S.



3 Remote Control Valve (2-Wire)

SCALE:N.T.S.



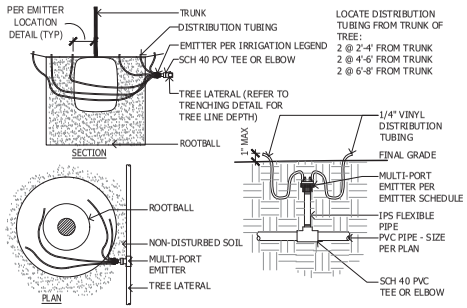
TREE SIZE	DISTANCE FROM TRUNK	
	1st 6 TUBES	2nd 6 TUBES
15 G	3-12"	
24"	4-18"	
30"	6-21"	
36"	6-24"	
42"	6-27"	
48"	6-12"	4-30"
54"	6-15"	5-33"
60"	6-18"	6-36"
72"	6-20"	6-42"

THIS IS A WATERING GUIDE ONLY. SITE, SOIL AND PLANT CONDITIONS VARY GREATLY. CONTRACTOR MUST OBSERVE THE PLANT MATERIAL AND MAKE ADJUSTMENTS AS NECESSARY FOR THE WELL-BEING OF THE PLANTS.

NOTE:
ALL EMISSION POINTS SHALL BE LOCATED ON UPHILL SIDE OF PLANT MATERIAL. DETAIL REPRESENTS TYPICAL INSTALLATION, ANY ADDITIONAL EMISSION POINTS SHALL BE WITHIN PLANT PIT PERIMETER.

4 Tree & Shrub Emitter Locations

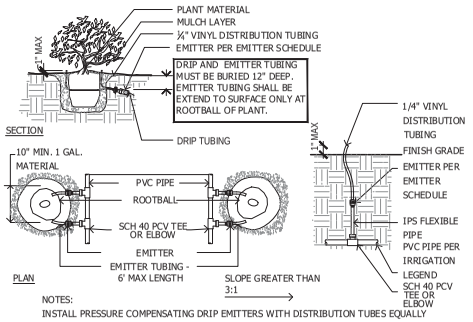
SCALE:N.T.S.



NOTES:
INSTALL PRESSURE COMPENSATING DRIP EMITTERS WITH DISTRIBUTION TUBES EQUALLY SPACED AROUND ROOTBALL . LOCATE EMITTER DISTRIBUTION TUBE ON UPHILL SIDE OF SLOPE. DISTRIBUTION TUBING TO BE INSTALLED SO THEY ARE VISIBLE NO GREATER THAN 1 INCH ABOVE FINISH GRADE. DETAIL REPRESENTS TYPICAL INSTALLATION, REFER TO IRRIGATION LEGEND FOR MULTI-PORT EMITTER QUANTITIES.

5 Multi-Port Drip Emitter - Tree

SCALE:NTS



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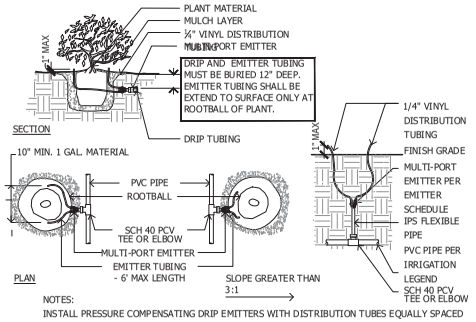
6 Single Drip Emitter - Shrub

SCALE:NTS



NOTES:
INSTALL PRESSURE COMPENSATING DRIP EMITTERS WITH DISTRIBUTION TUBES EQUALLY SPACED AROUND ROOTBALL . LOCATE EMITTER DISTRIBUTION TUBE ON UPHILL SIDE OF SLOPE. DISTRIBUTION TUBING TO BE INSTALLED SO THEY ARE VISIBLE NO GREATER THAN 1 INCH ABOVE FINISH GRADE. DETAIL REPRESENTS TYPICAL INSTALLATION, REFER TO IRRIGATION LEGEND FOR MULTI-PORT EMITTER QUANTITIES.

7 Multi-Port Drip Emitter - Shrub

SCALE:NTS

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05/20/2021 ARIZONA U.S.A. EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Irrigation Details

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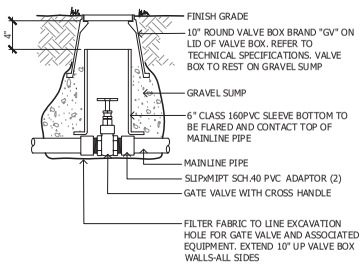
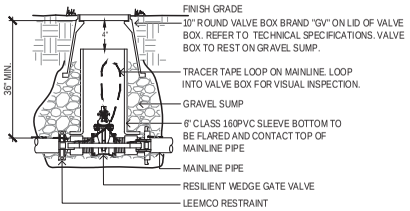
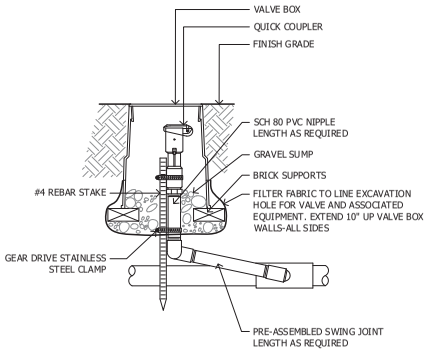


1 Gate Valve
SCALE:NTS



2 Gate Valve 2 1/2" and Larger
SCALE:NTS



3 Quick Coupler
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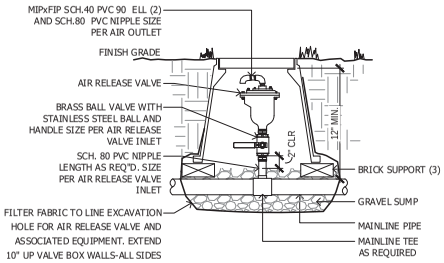
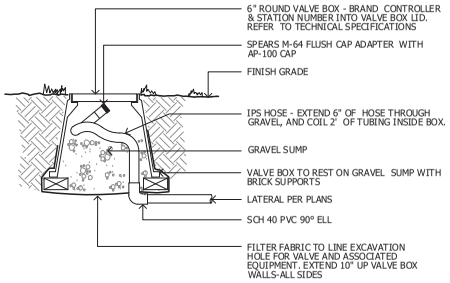
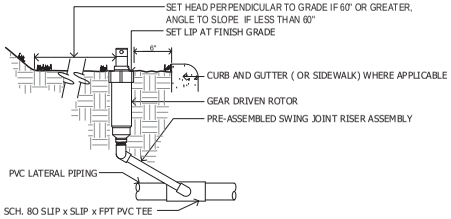


NOTE:
AIR RELEASE ASSEMBLY TO BE LOCATED AT HIGHEST POINT OF ELEVATION OF MAINLINE PIPE.

4 Air Release Valve
SCALE:NTS



5 Drip Flush Assembly
SCALE:NTS



6 Gear Drive Rotor
SCALE:NTS

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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO.
45440
ANDREW D. BARON
Date Signed 05/20/2021
ARIZONA U.S.A.
EXP 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona
Irrigation Details

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SECTION 32 90 00 - PLANTING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. LANDSCAPE FINE GRADING;
B. SOIL PREPARATION;
C. TREE SUPPORTS AND HEADERS;
D. PLANTING;
E. WATERING;
F. MAINTENANCE.

1.02 DEFINITIONS:

PLANTS - ALL SHRUBS AND CACTI OTHER THAN TREES, AND TURF.
PLANT MATERIAL - ALL TREES, SHRUBS, SUCCULENTS, CACTI, GROUND COVER, AND OTHER PLANTS.

1.03 RELATED WORK

CONTRACTOR: MINIMUM FIVE (5) YEARS EXPERIENCE IN SUPPLY AND INSTALLATION OF LANDSCAPE MATERIALS.

1.04 SOURCE QUALITY CONTROL

PROVIDE CERTIFICATES OF INSPECTION FOR ALL MATERIALS AS REQUIRED BY THIS SPECIFICATION AND/OR PREVAILING LAW OR REGULATION.

DEVELOPER'S REPRESENTATIVE SHALL REVIEW PLANT MATERIAL PRIOR TO PLANTING. ANY MATERIAL DEEMED UNACCEPTABLE SHALL BE REMOVED FROM THE SITE AND NOT PLANTED.

PROVIDE TREES AND SHRUBS GROWN IN A RECOGNIZED NURSERY IN ACCORDANCE WITH GOOD HORTICULTURAL PRACTICE. PROVIDE HEALTHY, UNDAMAGED, VIGOROUS STOCK GROWN UNDER CLIMACTIC CONDITIONS SIMILAR TO CONDITIONS AT PROJECT SITE AND FREE OF DISEASE, INSECTS, EGGS, LARVAE AND DEFECTS SUCH AS SUN-SCALD, KNOTS, INJURIES, ABRASIONS OR DISFIGUREMENTS. PROVIDE TREES AND SHRUBS OF THE SIZES INDICATED. TREES AND SHRUBS OF SIZES LARGER THAN THOSE INDICATED MAY BE USED PROVIDED ROOTS, ROOT BALL, STAKING AND PLANTING PITS ARE INCREASED PROPORTIONATELY.

1.05 REFERENCE STANDARDS

ANSI 60.1 - AMERICAN STANDARDS FOR NURSERY STOCK, INTERNATIONAL SOCIETY OF ARBORICULTURE.

1.06 SAMPLES

SUBMIT SAMPLES TO DEVELOPER'S REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK FOR THE FOLLOWING MATERIAL:
A. TOPSOIL FOR BACKFILL MIX;
B. MULCHES;
C. TREE SUPPORTS;
D. INERT GROUNDCOVERS ;
E. BOULDERS;
F. STEEL EDGING - SIX INCH (6") SAMPLE LENGTH.

THE DEVELOPER'S REPRESENTATIVE RESERVES THE RIGHT TO TAKE AND ANALYZE SAMPLES OF MATERIALS FOR CONFORMITY TO SPECIFICATION AT ANY TIME. FURNISH SAMPLES UPON REQUEST BY DEVELOPER'S REPRESENTATIVE.

1.07 PRODUCTS

SUBMIT MANUFACTURER'S COMPREHENSIVE PRODUCT DESCRIPTION, INCLUDING SPECIFICATIONS AND INSTALLATION INSTRUCTIONS TO DEVELOPER'S REPRESENTATIVE, A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK.

1.08 CERTIFICATES AND TEST REPORTS

PROVIDE AND PAY FOR ALL MATERIALS TESTING. TESTING AGENCY SHALL BE ACCEPTABLE TO THE DEVELOPER'S REPRESENTATIVE.

SUBMIT TO DEVELOPER'S REPRESENTATIVE A MINIMUM OF TWO (2) WEEKS PRIOR TO START OF WORK, TWO (2) COPIES OF CERTIFICATES OF INSPECTION AS REQUIRED BY THESE SPECIFICATIONS, JURISDICTIONAL AUTHORITIES, AND VENDOR'S CERTIFIED ANALYSIS FOR SOIL AMENDMENTS, FERTILIZER MATERIALS, AND CHEMICALS. SUBMIT OTHER DATA SUBSTANTIATION THAT MATERIALS COMPLY WITH SPECIFIED REQUIREMENTS. CERTIFICATES ARE REQUIRED TO DETERMINE THE QUALITY AND QUANTITY OF ALL SPECIFIED SOIL AMENDMENTS.

MATERIALS CERTIFICATION TO BE SUBMITTED INCLUDE, BUT ARE NOT LIMITED TO:
A. TOPSOIL SOURCE AND NUTRIENT ANALYSIS;
B. MULCH;
C. FERTILIZERS/SOIL AMENDMENTS/CHEMICALS.

TEST REPRESENTATIVE MATERIAL SAMPLES PROPOSED FOR USE. PROVIDE THE FOLLOWING DATA:
A. TOPSOIL AND PLANTING BACKFILL;
B. SOIL PH;
C. PARTICLE SIZE, PERCENTAGE SOIL TEXTURE;
D. PERCENTAGE ORGANIC MATERIAL;
E. NUTRIENT LEVEL ANALYSIS;
F. ALL MACRO, SECONDARY AND MICRONUTRIENTS;
G. SALINITY;
H. PERCOLATION RATE.

RECOMMENDATIONS ON TYPE AND QUANTITY OF AMENDMENTS REQUIRED TO BRING LEVELS INTO ACCEPTABLE RANGES AS DETAILED IN PART 2 - PRODUCTS OF MATERIALS OF THESE SPECIFICATIONS.

SEPARATE RECOMMENDATIONS TO BE SUBMITTED FOR EACH CROP. CROP TO BE IDENTIFIED AS:
A. IRRIGATED TREES, SHRUBS, AND GROUNDCOVERS;
B. TURF OR LAWN.

1.09 MAINTENANCE DATA

SUBMIT TO DEVELOPER'S REPRESENTATIVE TWO (2) COPIES OF WRITTEN INSTRUCTIONS, PRIOR TO EXPIRATION OF THE INITIAL MAINTENANCE PERIOD, RECOMMENDING PROCEDURES TO BE FOLLOWED BY THE DEVELOPER FOR THE MAINTENANCE OF LANDSCAPE WORK FOR ONE FULL YEAR.

1.10 PRODUCT DELIVERY, STORAGE AND HANDLING

DELIVER PACKAGED MATERIALS IN CONTAINERS SHOWING WEIGHT, ANALYSIS AND IDENTIFICATION OF MANUFACTURER. PROTECT MATERIALS FROM ENVIRONMENTAL CONDITIONS AND DETERIORATION AT ALL TIMES.

PROVIDE PROTECTIVE COVERS TO PLANT LIFE AND TREES DURING DELIVERY. DO NOT PRUNE TREES PRIOR TO DELIVERY. DO NOT BEND TREES OR SHRUBS IN SUCH A MANNER AS TO CAUSE DAMAGE OR DESTROY SHAPE.

DELIVER MATERIALS AFTER PREPARATIONS FOR PLANTING HAVE BEEN COMPLETED. IF PLANTING IS DELAYED FOR MORE THAN EIGHT (8) HOURS AFTER DELIVERY, SET PLANT MATERIAL IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE AND KEEP ROOTS MOIST.

DO NOT REMOVE CONTAINER GROWN STOCK FROM CONTAINERS UNTIL PLANTING TIME.

1.11 SITE CONDITIONS

DETERMINE LOCATON OF UNDERGROUND UTILITIES. USE PROFESSIONAL SERVICES TO DETERMINE LOCATIONS. EXECUTE WORK AS REQUIRED TO PREVENT DAMAGE.

MAINTAIN GRADE STAKES SET BY OTHERS UNTIL DIRECTED OTHERWISE.

PROTECT OF ALL EXISTING PLANTS TO REMAIN:
A. DO NOT STORE MATERIALS OR EQUIPMENT, PERMIT BURNING, OR OPERATE OR PARK EQUIPMENT UNDER THE BRANCH OF ANY EXISTING PLANT OR PLANT MATERIAL TO REMAIN EXCEPT AS ACTUALLY REQUIRED FOR CONSTRUCTION IN THOSE AREAS;
B. PROVIDE BARRICADES, FENCES OR OTHER BARRIERS AS NECESSARY AT THE DRIP LINE TO PROTECT EXISTING PLANTS TO REMAIN FROM DAMAGE DURING CONSTRUCTION;
C. NOTIFY OWNER'S REPRESENTATIVE IN ANY CASE WHERE CONTRACTOR FEELS GRADING OR OTHER CONSTRUCTION CALLED FOR BY CONTRACT DOCUMENTS MAY DAMAGE EXISTING PLANTS TO REMAIN;
D. IF EXISTING PLANTS TO REMAIN ARE DAMAGE DURING CONSTRUCTION, CONTRACTOR SHALL REPLACE SUCH PLANTS OF THE SAME SPECIES AND SIZE AS THOSE DAMAGED AT NO COST TO OWNER. DETERMINATION OF EXTENT OF DAMAGE AND VALUE OF DAMAGED PLANT SHALL REST SOLELY WITH OWNER'S REPRESENTATIVE.

1.12 WARRANTY

SUBMIT WARRANTY TO DEVELOPER'S REPRESENTATIVE.

TREES, SAGUAROS, YUCCAS, AND OCOTILLOS:
A. WARRANT THAT TREES, SAGUAROS, YUCCAS AND OCOTILLOS WILL BE ALIVE AND IN GOOD HEALTH FOR A PERIOD OF ONE (1) YEAR AFTER ACCEPTANCE EXCEPT FOR DEFECTS RESULTING FROM NEGLECT BY DEVELOPER OR ABUSE BY OTHERS.

B. DEVELOPER MUST FOLLOW CONTRACTOR'S MAINTENANCE SCHEDULE AND PROVIDE CURRENT MAINTENANCE LOG TO DEVELOPER'S REPRESENTATIVE.

C. REMOVE AND REPLACE DEAD, UNHEALTHY OR GIRDLED TREES, YUCCAS AND OCOTILLOS THAT LOSE ORIGINAL FORM AND SIZE DURING WARRANTY PERIOD WITH MATERIAL EQUAL TO THAT SPECIFIED. REPLACE ANY MATERIAL WHICH DOES NOT MEET REQUIREMENTS WITHIN THIRTY DAYS OF NOTIFICATION. ALL REPLACEMENT MATERIAL SHALL BE SUBJECT TO AN ADDITIONAL ONE (1) YEAR MAINTENANCE PERIOD.

D. IF OLIVE TREES PRODUCE FRUIT WITHIN THE FIRST YEAR, ANY OLIVE TREE WHICH PRODUCES FRUIT SHALL BE REPLACED.

SHRUBS AND OTHER PLANTINGS"
A. GUARANTEE ALL OTHER PLANTING WILL BE ALIVE AND IN SATISFACTORY CONDITION FOR A PERIOD OF NINETY (90) DAYS FROM DATE OF ACCEPTANCE OR WILL BE REPLACED AT NO ADDITIONAL COST TO THE DEVELOPER.

B. ALL PLANT MATERIAL SHALL BE MAINTAINED IN A HEALTHY, STURDY CONDITION DURING THE WARRANTY PERIOD BY THE CONTRACTOR. TURF SHALL BE MOWED AND TRIMMED WEEKLY AFTER ROOT ESTABLISHMENT.

C. ALL REPLACEMENT PLANTS, INCLUDING SHRUBS, CACTI, GROUNDCOVERS, VINES AND PERENNIALS SHALL BE SUBJECT TO AN ADDITIONAL NINETY (90) DAY MAINTENANCE PERIOD.

PART 2 - PRODUCTS

2.01 FILL MATERIALS

PROVIDE DRY, LOOSE MATERIAL FOR FILL, BACKFILL, PLANTING BACKFILL AND TOPSOIL FOR PLANTER BEDS. FROZEN OR MUDDY SOILS ARE NOT ACCEPTABLE. SALTS ARE NOT TO EXCEED ONE THOUSAND FIVE HUNDRED (1,500) PPM, AND SOILS SHALL BE FREE OF DEBRIS, NOXIOUS WEEDS, INGREDIENTS OR OBJECTS DETRIMENTAL TO HEALTHY PLANT GROWTH.

TOPSOIL - SCREENED, FERTILE, FRIABLE, FROM WELL DRAINED ARABLE LAND, FREE OF NOXIOUS WEEDS, REFUSE, ROOTS, HEAVY CLAY OR ANY MATERIAL TOXIC TO PLANT GROWTH; CONTENTS SHALL BE AS FOLLOWS:
- SILT: 20-45%
- CLAY: 15-20%
- SAND: 30-60%
- PH: 7.0-8.3
- SOLUBLE SALTS: 1,500 PPM
- ORGANIC MATERIAL (NATURAL OR OTHERWISE): 2% MINIMUM
- NUTRIENTS: ENOUGH TO BRING LEVELS OF ACCEPTABLE PLANT GROWTH.

PERCOLATION RATE SHALL BE BETWEEN THREE INCHES (3") TO FOUR INCHES (4") PER HOUR. EXISTING TOPSOIL MAY BE USED PROVIDED IT MEETS THESE REQUIREMENTS. IMPORTED TOPSOIL MUST BE PROVEN TO MEET THESE REQUIREMENTS.

2.02 COMMERCIAL GRADE FERTILIZERS

AGRI-SUL, DISPERSAL - USE ONLY FOR SULFUR AGRICULTURE GRADE GYPSUM, OSMACOTE, 'SIERRA-BLEN', APPLY AT MANUFACTURER'S RECOMMENDED RATE FOR EACH PLANTING TYPE.

2.03 SOIL AMENDMENTS

WOOD SHAVINGS: NITROGEN STABILIZED FIR OR PINE SHAVINGS CONTAINING 0.75% TOTAL NITROGEN AND 0.1 TO 0.15% TOTAL IRON, AND UNDER SIXTY (60) PPM TOTAL MANGANESE; COMPOSTED, LEACHED AND AGED FOR A MINIMUM OF TEN (10) TO TWELVE (12) MONTHS; PH FACTOR, 4.0 TO 4.5. NO SOIL AMENDMENTS ARE REQUIRED FOR SALVAGED PLANT MATERIAL AND CACTI UNLESS OTHERWISE SPECIFIED.

2.04 TREE SUPPORTS

TREE STAKES: COPPER NAPTHENATE IMPREGNATED LODGE POLE TWELVE FEET (12') IN LENGTH FOR TREES FIVE (5) GALLON TO THIRTY-SIX INCH (36") BOX, 2 LODGE POLES PER TREE, THREE (3) POLES FOR MULTI-TRUNK TREES. TREE STAKES ARE NOT REQUIRED FOR SALVAGED PLANT MATERIAL OR FORTY-EIGHT INCH (48") BOX TREES OR LARGER, UNLESS DETERMINED OTHERWISE BY LANDSCAPE ARCHITECT DUE TO HIGH WIND CONDITIONS.

TREE TIES: PROVIDE A MINIMUM OF TWO (2) PER TREE, EIGHTEEN INCH (18") TREE STRAP BY STAR NURSERY (WWW.STARNURSERY.COM) OR APPROVED EQUAL, BEIGE, WITH GROMMETS. NO. TEN (10) GAUGE PLIABLE ZINC COATED IRON WIRE TO BE THREADED THROUGH GROMMETS AND CONNECTED TO TREE STAKES. WIRE WILL NOT MAKE CONTACT WITH TREE.

2.05 HERBICIDES

PRE-EMERGENT HERBICIDE SHALL BE SURFLAN AS MANUFACTURED BY DOW/ELANCO CHEMICAL COMPANY OR EQUAL.

2.06 PESTICIDES

SHALL BE ORTHO "LINDANE BORER AND LEAF MINER SPRAY" BY ORTHO, CONSUMER PRODUCTS DIVISION, CHEVRON CHEMICAL COMPANY, SAN FRANCISCO, CA 94119, or "BORER KILLER ,BY GREENLIGHT COMPANY, SAN ANTONIO, TX 78217.

CONTACT HERBICIDE SHALL BE SUBMITTED BY CONTRACTOR TO DEVELOPER'S REPRESENTATIVE.

2.07 PLANT MATERIAL

HEALTHY, SHAPELY AND WELL ROOTED. ROOTS SHALL SHOW NO EVIDENCE OF HAVING BEEN RESTRICTED OR DEFORMED AT ANY TIME. ALL PLANTS SHALL HAVE NORMALLY DEVELOPED BRANCHING. PLANTS SHALL BE FREE FROM DISFIGURING KNOTS, SUN SCALD INJURIES AND ABRASIONS OF BARK. PLANTS NOT MEETING THESE REQUIREMENTS SHALL BE CONSIDERED DEFECTIVE AND SHALL BE REPLACED IMMEDIATELY. ALL PLANTS SHALL BE TRUE TO NAME AND SHALL BE TAGGED, ONE (1) OF EACH VARIETY. ALL PLANT MATERIAL SHALL BE GROWN IN NURSERIES INSPECTED BY THE STATE DEPARTMENT OF AGRICULTURE.

SPECIMEN PLANT MATERIAL SHALL BE SELECTED AND TAGGED AT THE GROWERS NURSERY PRIOR TO SHIPMENT.

PLANTS SHALL BE MEASURED WHEN BRANCHES ARE IN THEIR NORMAL POSITION. HEIGHT AND SPREAD DIMENSIONS SPECIFIED REFER TO MAIN BODY OF PLANT AND NOT BRANCH TIP TO TIP. CALIPER MEASUREMENT SHALL BE TAKEN AT A POINT ON THE TRUNK SIX INCHES (6") ABOVE NATURAL GROUND LINE FOR TREES UP TO FOUR INCHES (4") IN CALIPER AND AT A POINT TWELVE INCHES (12") ABOVE THE NATURAL GROUND LINE FOR TREES OVER FOUR INCHES (4") IN CALIPER. IF A RANGE OF SIZE IS GIVEN, NO PLANT SHALL BE LESS THAN THE MINIMUM SIZE AND NOT LESS THAN FORTY PERCENT (40%) OF THE PLANTS SHALL BE LARGE AS THE MAXIMUM SIZE SPECIFIED. THE MEASUREMENTS SPECIFIED ARE THE MINIMUM SIZE ACCEPTABLE AND ARE THE MEASUREMENTS AFTER PRUNING, WHERE PRUNING IS REQUIRED. PLANTS THAT MEET THE MEASUREMENTS SPECIFIED, BUT DO NOT POSSESS A NORMAL BALANCE BETWEEN HEIGHT AND SPREAD SHALL BE REJECTED.

CONTAINER STOCK, WHEN SPECIFIED, SHALL HAVE GROWN IN THE CONTAINERS IN WHICH DELIVERED FOR AT LEAST SIX (6) MONTHS, BUT NOT OVER TWO (2) YEARS. SAMPLES MUST PROVE NO ROOTBOUND CONDITIONS EXIST. NO CONTAINER PLANTS THAT HAVE CRACKED OR BROKEN BALLS OF EARTH WHEN TAKEN FROM CONTAINER SHALL BE PLANTED EXCEPT UPON SPECIAL APPROVAL BY OWNER'S REPRESENTATIVE. CONTAINER STOCK SHALL NOT BE PRUNED BEFORE DELIVERY. FIELD GROWN PLANTS RECENTLY TRANSPLANTED INTO CONTAINERS WILL NOT BE ACCEPTED.

SOD SHALL BE DENSE WITH THE GRASS HAVING BEEN MOWED AT A HEIGHT OF ONE INCH (1") PRIOR TO REMOVAL FROM FIELD. ALL GRASS SHALL BE GROWN ON FUMIGATED FIELDS. SOD SHALL NOT BE STACKED FOR MORE THAN 24 HOURS BETWEEN TIME OF CUTTING AND TIME OF DELIVERY

2.08 INERT GROUNDCOVER

INERT GROUNDCOVERS, INCLUDING BUT NOT LIMITED TO, DECOMPOSED GRANITE (D.G.), CRUSHED ROCK, AND RIVER ROCK SHALL HAVE A MINIMUM TWO INCHES (2") THICK COVERAGE, UNLESS NOTED OTHERWISE ON PLANS. INERTS SHALL BE THE SIZE AND COLOR AS PER PLAN, AND SHALL BE TAKEN FROM A SINGLE QUARRY.

2.09 EDGING

EDGING, INCLUDING BUT NOT LIMITED TO, POLY OR STEEL PRODUCT, SHALL BE OF THE SIZE (GAUGE AND DEPTH) SPECIFIED ON PLANS AND DRAWINGS. SAMPLES SHALL BE SUBMITTED BY CONTRACTOR FOR APPROVAL.

PART 3 - EXECUTION

3.01 GENERAL

INSTALL ALL MATERIAL IN ACCORDANCE WITH THE METHODS, TECHNIQUES AND SPECIFICATIONS OF EACH MANUFACTURER AND THESE SPECIFICATIONS. DO NOT BEGIN PLANTING UNTIL COMPLETION OF THE SITE GRADING AND INSTALLATION OF A FULLY FUNCTIONAL UNDERGROUND IRRIGATION SYSTEM IS IN PLACE.

3.02 BACKFILL, IMPORTED FILL OR ARTIFICIAL SOIL AND GRAVEL

INSPECT THE INTEGRITY OF ALL DAMP-PROOFING AND WATER PROOFING MEMBRANES WHICH OCCUR OVER, ON OR AGAINST ANY CONSTRUCTION TO BE FULLY OR PARTIALLY CONCEALED BY EARTHWORK PRIOR TO THE PLACEMENT OF ANY IMPORTED SOIL, BACKFILL, GRAVEL FILL OR SUB-BASE.

3.03 TOPSOIL

IMPORT ADDITIONAL TOPSOIL ONLY AS REQUIRED TO BRING PLANTING AREAS UP TO FINISH GRADE OR PER TURF OR PLANTING BED REQUIREMENTS. SPREAD AND CULTIVATE SOIL SO THAT NO SETTLING TAKES PLACE AT ANY TIME.

3.04 LANDSCAPE FINE GRADING

ALLOW FOR THE ADDITION OF SOIL AMENDMENTS, CONDITIONERS AND ANY SPECIFIED TOP DRESSING WHEN DETERMINING AND EXECUTING FINISH GRADE. SET FINISH GRADE TWO AND ONE HALF INCHES (2 1/2") BELOW ADJACENT PAVING, CURB AND HEADERS TO ALLOW FOR DECOMPOSED GRANITE, GROUNDCOVER MULCH OR TURF SOD.

COMPLETE ALL FINISH GRADING PRIOR TO PLANTING. CULTIVATE ALL AREAS SO THAT THERE ARE NO HUMPS OR HOLLOWS, AND THE AREA DRAINS AS DESIGNED. GRADE AND MAINTAIN ALL FLOW LINES, DESIGNATED OR NOT, TO ALLOW FREE FLOW OF SURFACE WATER. CULTIVATE ENTIRE AREA TO A DEPTH OF SIX INCHES (6") MINIMUM AND REMOVE ALL ROCK IN EXCESS IF ONE AND ONE HALF INCHES (1 1/2"), ALL BUILDING RUBBLE, BUILDING CONSTRUCTION MATERIAL, WASTE AND ANY OTHER MATERIAL THAT MAY IMPAIR SATISFACTORY GROWTH.

3.05 INERT GROUNDCOVERS

APPLY INERT GROUNDCOVERS TO A TWO INCH (2") DEPTH WITHIN ONE HALF INCH (1/2") OF THE TOP OF ADJACENT CURB OR SIDEWALK.

3.06 HERBICIDE APPLICATION

ALL AREAS SHALL BE MAINTAINED WEED-FREE AT ALL TIMES DURING CONSTRUCTION.

DO NOT APPLY PRE-EMERGENT HERBICIDES AT LOCATIONS OF REVEGETATION SEEDING. THE CONTRACTOR SHALL MANUALLY REMOVE INVASIVE WEEDS WITHIN THESE AREAS.

3.07 TREE SUPPORT

INSTALL TREE SUPPORTS AS SHOWN ON THE DRAWINGS WITHIN FORTY-EIGHT (48) HOURS OF PLANTING.

TREE SUPPORTS SHALL BE INSTALLED TO PREVENT RUBBING AND GIRDLING, YET ALLOW FOR TRUNK MOVEMENT. TREE TIES THAT ENCIRCLE TRUNKS SHALL BE LARGE ENOUGH TO ALLOW FOR NORMAL GROWTH OF THE TRUNK DURING THE FIRST YEAR WITHOUT GIRDLING.

3.08 TREES, SHRUBS, AND VINES

LAYOUT PLANT LOCATIONS WITH STAKES OR FLAGS PRIOR TO PLANTING. COORDINATE WITH DEVELOPER'S REPRESENTATIVE TO ASSURE APPROPRIATE LOCATION.

TEST DRAINAGE OF PLANT BEDS AND PITS BY FILLING WITH WATER. NOTIFY DEVELOPER'S REPRESENTATIVE OF AREAS WHERE WATER IS RETAINED MORE THAN TWENTY-FOUR (24) HOURS AND REQUEST A HARDPAN PLANTING DETAIL.

WHERE ROCK, UNDERGROUND CONSTRUCTION OR OTHER DETRIMENTAL CONDITIONS ARE ENCOUNTERED AT PLANT PITS, DEVELOPER'S REPRESENTATIVE MAY SELECTIVE ALTERNATE LOCATION.

DO NOT EXPOSE ROOTS TO AIR EXCEPT DURING TRANSPLANTING. SET TOP OF PLANTS AT SAME LEVEL WHEN PLANTED AS IN THE CONTAINER

DIG PITS WITH PERPENDICULAR SIDES TO A MINIMUM OF TWO (2) TO THREE (3) TIMES THE WIDTH (SEE DETAILS) OF THE ROOT BALL FOR CONTAINERIZED TREES AND SHRUBS. DIG PITS ONLY AS DEEP AS THE ROOT BALL TO PREVENT SETTLING OF THE TREE OR SHRUB.

3.09 BACKFILLING

BACKFILL PLANT PITS AND FORM A TEMPORARY SHALLOW BASIN AROUND THE PLANT TO HOLD ENOUGH WATER TO SATURATE THE ROOT BALL AND BACKFILL. WATER PLANTS IMMEDIATELY AFTER PLANTING AND ALLOW BACKFILL TO SETTLE IN PLANT PIT. DO NOT WATER OCOTILLOS AFTER PLANTING. REMOVE BASIN PRIOR TO INSTALLATION OF INERT GROUNDCOVERS OR TURF.

TREAT ALL PLANTING AREAS WITH A PRE-EMERGENT, WITH THE EXCEPTION OF THE REVEGETATED SEED AREAS.

3.10 ANNUALS

AT TIME OF TRANSPLANTING, SOIL IN FLATS SHALL BE SUFFICIENTLY MOIST SO AS NOT TO FALL APART WHEN LIFTING PLANTS. PLANT EACH PLANT WITH ITS PROPORTIONATE AMOUNT OF THE FLAT SOIL IN A MANNER THAT WILL ENSURE A MINIMUM DISTURBANCE TO THE ROOT STRUCTURE.

PLANT FLAT MATERIAL SUFFICIENTLY DEEP TO COVER ALL ROOTS. FIRMLY TAMP THE EARTH AROUND EACH PLANT TO FORCE OUT LARGE AIR POCKETS.

3.11 SOD

SOIL PREPARATION
PROVIDE SOIL WITH AN ORGANIC MATTER CONTENT OF TWENTY-FIVE PERCENT (25%) TO THIRTY PERCENT (30%). INCORPORATE INTO SOIL BY TILLING THE SOIL TO A DEPTH OF SIX INCHES (6") THOROUGHLY. REMOVE DEBRIS, WEEDS AND ROCKS FROM SOIL.

SOIL AMENDMENTS
PRIOR TO TILLING, APPLY GYPSUM AT A RATE OF ONE HUNDRED (100) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET, PHOSPHATE AT A RATE OF TWO (2) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET AND SOIL SULFUR AT FIVE POUNDS PER ONE THOUSAND (1,000) SQUARE FEET.

SOD INSTALLATION
INSTALL SOD ALONG THE STRAIGHTEST EDGE OF TURF AREA. STAGGER JOINTS IN A BRICK-LIKE PATTERN. AVOID GAPS AND OVERLAPPING. PLACE SOD DIAGONALLY ACROSS SLOPES, SO IT CANNOT SLIDE, AND SO THAT IT PROVIDES COMPLETE COVER WITH NO BROWN SECTIONS OR CRACKS SHOWING. WATER SOD AT LEAST EVERY THIRTY (30) MINUTES. AFTER INSTALLATION, WATER LIGHTLY AND ROLL IN TWO (2") DIRECTIONS WITH A SOD ROLLER.

3.12 WATERING

WATER ALL PLANTS IMMEDIATELY AFTER PLANTING TO AVOID DRYING OUT, TO THE FULL DEPTH, SATURATING THE ROOT BALL OF EACH PLANT HOLE.

REPEAT WATERING AS OFTEN AS NECESSARY TO KEEP THE GROUND MOIST BUT NOT SOAKED, WELL BELOW THE ROOT SYSTEM OF THE PLANTS.

3.13 CLEAN UP

KEEP ALL AREAS CLEAN AND ORDERLY DURING AND AFTER EXECUTION OF WORK.

3.14 PRUNING

PRUNE SHRUBS AND TREES UPON COMPLETION OF THE WORK, ACCORDING TO STANDARD HORTICULTURAL PRACTICES TO PRESERVE THE NATURAL CHARACTER OF THE SPECIES AND TO REPAIR OR REPLACE INJURED PLANTS AS DIRECTED. LIMIT PRUNING ONLY TO REMOVE DEAD OR INJURED TWIGS AND BRANCHES AND TO COMPENSATE FOR LOSS OF ROOTS AS A RESULT OF PLANTING OPERATIONS.

3.15 MAINTENANCE PERIOD

UPON SUBSTANTIAL COMPLETION, AS DETERMINED BY THE DEVELOPER'S REPRESENTATIVE, IN ACCORDANCE WITH THE CONDITIONS OF THE CONTRACT, THE CONTRACTOR SHALL BE NOTIFIED IN WRITING THAT THE MAINTENANCE PERIOD IS TO BEGIN.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF LANDSCAPED AREAS FOR A PERIOD OF NINETY (90) DAYS. MAINTENANCE INCLUDES WATERING TREES AND GRASSES, MONITORING AND ADJUSTING THE IRRIGATION SYSTEM AS NECESSARY, MOWING AND TRIMMING LAWN AREAS, PRUNING AND TRIMMING PLANT MATERIAL, WEED REMOVAL AND CULTIVATING PLANT BEDS.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF THE SPRINKLER IRRIGATION SYSTEM, INCLUDING MONITORING AND ADJUSTING THE DURATION AND FREQUENCY OF THE WATERING SCHEDULE, ADJUSTMENT OF HEADS FOR COVERAGE AND ELEVATION, REPAIR OF LEAKS IN BOTH MAIN AND LATERAL LINES, AND ALL OTHER WORK REQUIRED TO ESTABLISH A COMPLETE WORKING SPRINKLER IRRIGATION SYSTEM.

LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTENANCE OF NEW PLANTING, INCLUDING WATERING, CULTIVATING, WEEDING, MULCHING, RE-STAKING, TIGHTENING AND REPAIRING GUYS, RESETTING PLANTS TO PROPER GRADES AND POSITION, MAINTENANCE OF TEMPORARY TREE WELLS AND FURNISHING AND SUPPLYING ALL FERTILIZERS, HERBICIDES AND PESTICIDES TO MAINTAIN A THRIVING LANDSCAPE.

LANDSCAPE CONTRACTOR, IN ORDER TO PROTECT HIS GUARANTEE, SHALL GIVE TYPEWRITTEN TO DEVELOPER, A COMPLETE MAINTENANCE INSTRUCTION BOOKLET IN THE CARE AND FEEDING OF THE LANDSCAPE.

LANDSCAPE CONTRACTOR SHALL REQUEST, IN WRITING, A FINAL INSPECTION AT THE COMPLETION OF THE MAINTENANCE PERIOD. IF THE DEVELOPER'S REPRESENTATIVE DETERMINES THE WORK IS SATISFACTORY, THE MAINTENANCE PERIOD WILL END ON THE DATE OF THE FINAL INSPECTION. IF THE MAINTENANCE IS UNSATISFACTORY, THE MAINTENANCE PERIOD WILL BE EXTENDED, AT THE CONTRACTOR'S EXPENSE, UNTIL SUCH TIME AS ALL CORRECTIONS ARE MADE AND THE WORK IS INSPECTED AND APPROVED BY THE DEVELOPER'S REPRESENTATIVE. RETENTION WILL NOT BE RELEASED UNTIL FINAL INSPECTION IS MADE AND APPROVAL ISSUED BY THE DEVELOPER'S REPRESENTATIVE.

3.16 FIELD QUALITY CONTROL

NOTIFY DEVELOPER'S REPRESENTATIVE OF THE REQUIREMENT FOR INSPECTIONS AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE. INSPECTIONS ARE REQUIRED, BUT NOT LIMITED TO, THE FOLLOWING:
A. INSPECTION AND ACCEPTANCE OF PLANT MATERIAL PRIOR TO SHIPPING;
B. AT COMPLETION OF ROUGH GRADE PRIOR TO BOULDER PLACEMENT;
C. AT COMPLETION OF LANDSCAPE FINISH GRADING AND SOIL PREPARATION, PRIOR TO PLANTING;
D. AT LAYOUT OF IRRIGATION SYSTEM, PRIOR TO INSTALLATION OF IRRIGATION SYSTEM;
E. AT INSTALLATION OF IRRIGATION SYSTEM, PRIOR TO BACKFILLING TRENCHES AND PLANTING;
F. DURING INSTALLATION OF SPECIMEN TREE, PALM OR OTHER SPECIMEN PLANT MATERIAL;
G. AFTER STAKING LOCATIONS FOR PLANT HOLES, BUT PRIOR TO PLANTING;
H. DURING THE PLANTING PROCESS;
I. DURING THE PLACEMENT AND AIMING OF ALL LIGHT FIXTURES;
J. AT SUBSTANTIAL COMPLETION OF THE WORK;
K. DURING WARRANTY PERIOD TO OBSERVE MAINTENANCE PROCEDURES;
L. AT FINAL COMPLETION OF THE WORK.

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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45440
ANDREW D. BARON
ARIZONA, U.S.A.
EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Planting Specifications

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mattamyHOMES

Revisions
△1
△2
△3

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SECTION 32 80 00 - IRRIGATION

PART I- GENERAL

1.01 WORK INCLUDED

WORK OF THIS SECTION GENERALLY INCLUDES A PROVISION FOR AN UNDERGROUND IRRIGATION SYSTEM INCLUDING THE FOLLOWING:
- TRENCHING, STOCKPILING, EXCAVATION OF MATERIALS, AND REFILLING TRENCHES;
- COMPLETE SYSTEMS INCLUDING BUT NOT LIMITED TO FURNISHING AND INSTALLING PIPING, BACKFLOW PREVENTER, ASSEMBLIES, VALVES, FITTINGS, HEADS, CONTROLLER WIRING, AND FINAL ADJUSTMENTS TO ENSURE EFFICIENT COVERAGE AS DETERMINED BY CONSULTANTS
- BORING UNDER EXISTING PAVING FOR PIPING AND R.C. WIRING WHERE INDICATED ON PLANS;
- COORDINATION AND COSTS OF WATER METERS, TAPS AND WATER CONNECTIONS;
- REPLACEMENTS OF UNSATISFACTORY MATERIALS;
- CLEAN-UP, INSPECTION, AND APPROVAL;
- TESTS.

1.02 REFERENCES

PERFORM WORK IN ACCORDANCE WITH APPLICABLE LAWS, CODES, ORDINANCES, RULES AND REGULATIONS. CONFORM TO REQUIREMENTS OF REFERENCE INFORMATION LISTED BELOW, EXCEPT WHERE MORE STRINGENT REQUIREMENTS ARE SHOWN OR SPECIFIED IN CONTRACT DOCUMENTS.

A. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) - SPECIFICATIONS AND TEST METHODS SPECIFICALLY REFERENCED IN THIS SECTION.
B. UNDERWRITERS LABORATORIES (UL) - UL WIRES AND CABLES.
C. UNIFORM PLUMBING CODE.
D. DIVISION OF INDUSTRIAL SAFETY.

1.03 QUALITY ASSURANCE

INSTALLER QUALIFICATIONS - INSTALLER SHALL HAVE HAD CONSIDERABLE EXPERIENCE AND DEMONSTRATED ABILITY IN THE INSTALLATION OF IRRIGATION SYSTEM(S) OF SPECIFIED TYPE(S) IN A NEAT, ORDERLY, AND RESPONSIBLE MANNER IN ACCORDANCE WITH RECOGNIZED STANDARDS OF WORKMANSHIP. TO DEMONSTRATE ABILITY, EXPERIENCE AND FINANCIAL STABILITY NECESSARY FOR THIS PROJECT, SUBMIT IF REQUESTED BY CONSULTANT, PRIOR TO CONTRACT AWARD THE FOLLOWING:

LIST OF THREE (3) PROJECTS COMPLETED IN THE LAST 2 YEARS OF SIMILAR COMPLEXITY TO THIS PROJECT. DESCRIPTION OF PROJECTS SHALL INCLUDE:
A. NAME OF PROJECT;
B. LOCATION;
C. OWNER;
D. BRIEF DESCRIPTION OF WORK AND PROJECT BUDGET;
E. CURRENT COMPANY FINANCIAL STATEMENT.

SPECIAL REQUIREMENTS:
A. TOLERANCES - SPECIFIED DEPTHS OF PRESSURE SUPPLY PIPES AND LATERALS AND PITCH OF PIPES ARE MINIMUMS. SETTLEMENT OF TRENCHES IS CAUSE FOR REMOVAL OF FINISH GRADE TREATMENT, REFILLING, RECOMPACTION, AND REPAIR OF FINISHED GRADE TREATMENT;
B. COORDINATION WITH OTHER CONTRACTS - PROTECT, MAINTAIN, AND COORDINATE WORK WITH TASKS UNDER OTHER SECTIONS;
C. DAMAGE TO OTHER IMPROVEMENTS - CONTRACTOR SHALL REPLACE OR REPAIR DAMAGE TO GRADING, SOIL PREPARATION, SEEDING, SODDING, OR PLANTING DONE UNDER OTHER SECTIONS DURING WORK ASSOCIATED WITH INSTALLATION OF IRRIGATION SYSTEM AT NO ADDITIONAL COST TO THE OWNER;
D. WORK INVOLVING SUBSTANTIAL PLUMBING FOR INSTALLATION OF BACKFLOW PREVENTERS, COPPER SERVICE, AND RELATED WORK SHALL BE EXECUTED BY LICENSED AND BONDED PLUMBER(S), PERFORMED IN ACCORDANCE WITH ALL PREVAILING CODES AND REGULATIONS;
E. WORK INVOLVING CONNECTION TO, INSTALLATION, OR EXTENSION OF 120-VOLT OR GREATER ELECTRICAL SERVICE SHALL BE EXECUTED BY A LICENSED AND BONDED ELECTRICIAN, PERFORMED IN ACCORDANCE WITH ALL PREVAILING CODES AND REGULATIONS;
F. FOLLOW CURRENT PRINTED SPECIFICATIONS AND DRAWINGS IN CASES WHERE MANUFACTURERS COVER ITEMS OR INFORMATION NOT SPECIFIED OR SHOWN IN THE CURRENT DOCUMENTS.

NOTHING IN THESE DRAWINGS IS CONSTRUED TO PERMIT WORK NOT CONFORMING TO CODE. SHOULD THESE CONTRACT DOCUMENTS BE AT VARIANCE WITH RULES & REGULATIONS LISTED ABOVE, THE CONTRACTOR SHOULD NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO PROCEEDING.

DUE TO THE SCALE OF THE DRAWINGS, IT IS IMPOSSIBLE TO TO SHOW ALL OFFSETS, FITTINGS, SLEEVES, ETC, WHICH MAY BE REQUIRED. CAREFULLY INVESTIGATE THE CONDITIONS AFFECTING THE WORK AND PLAN ACCORDINGLY, AND FURNISH REQUIRED MATERIALS. INSTALL SYSTEM TO AVOID CONFLICTS WITH PLANTING, UTILITIES, AND ARCHITECTURAL FEATURES.

1.04 SUBMITTALS

PREPARE AND MAKE SUBMITTALS FOR EACH OF THE FOLLOWING, IN ACCORDANCE WITH CONDITIONS OF THE CONTRACT PRIOR TO INSTALLATION:
A. IRRIGATION CONTROLLER;
B. BACKFLOW PREVENTER CHECK VALVE;
C. GATE VALVES;
D. PIPES AND FITTINGS;
E. REMOTE CONTROL VALVES;
F. VALVE BOXES;
G. QUICK COUPLING VALVES;
H. SPRINKLER HEADS;
I. LOW VOLTAGE WIRES AND CONNECTORS.

PROJECT RECORD DRAWINGS (AS-BUILTS):
A. AT ONSET OF IRRIGATION INSTALLATION THE CONTRACTOR SHALL SECURE FROM THE LANDSCAPE ARCHITECT ONE CLEAN BOND COPY OF IRRIGATION PLAN, TO USE AS PROJECT RECORD PRINT. AT END OF EVERY DAY, REVISE PROJECT RECORD PRINT FOR ALL WORK ACCOMPLISHED THAT DAY IN RED INK. PROJECT RECORD PRINT SHALL BE BROUGHT UP-TO-DATE AT CLOSE OF WORKING DAY ON EVERY FRIDAY BY A QUALIFIED DRAFTSPERSON. ONE UP-TO-DATE PRINT SHALL BE MAILED TO CONSULTANT EACH WEEK. THE PROJECT RECORD PRINT PLAN(S) SHALL BE AVAILABLE AT THE PROJECT SITE FOR REVIEW. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL SUBMIT PROJECT RECORD PRINT FOR REVIEW, PRIOR TO FINAL ACCEPTANCE. DIMENSION FROM TWO PERMANENT POINTS OF REFERENCE, (BUILDING CORNERS, SIDEWALKS, ROAD INTERSECTIONS, OR PERMANENT STRUCTURES), LOCATION OF THE FOLLOWING ITEMS:
1. CONNECTION TO EXISTING WATER PIPES;
2. ROUTING OF PRESSURE SUPPLY PIPES (DIMENSION EVERY 100 FEET ALONG THE ROUTING);
3. ELECTRIC CONTROL VALVES;
4. QUICK COUPLING VALVES;
5. DRIP FLUSH ASSEMBLY;
6. CONTROL WIRE ROUTING (IF NOT WITH PRESSURE SUPPLY PIPE);
7. OTHER RELATED EQUIPMENT AS DIRECTED BY CONSULTANT.

CONTRACTOR SHALL PROVIDE A DIGITAL VERSION OF THE PROJECT RECORD PRINT WITH ALL CHANGES, ADDITIONS AND MODIFICATIONS PERFORMED DURING THE PROJECT INSTALLATION. THIS DIGITAL FILE SHALL BE COMPATIBLE WITH THE ADOBE® ACROBAT® FORMAT (ALSO KNOWN AS PORTABLE DOCUMENT FORMAT OR PDF), AND SUBMITTED ON A SINGLE-SESSION, CLOSED CD-ROM DISC IN THE ISO-9660 FORMAT TO CONSULTANT. EACH SHEET IS TO BE SAVED INTO SEPARATE PDF FILES.

CONTRACTOR SHALL ALSO PROVIDE BOTH A HARD COPY AND ELECTRONIC FORM VERSION OF THE CONTROLLER DATA SHEETS TO THE CONSULTANT. HARD COPY AND ELECTRONIC FORMS SHALL BE PROVIDED TO THE CONTRACTOR BY IRRIGATION CONSULTANT.

SEVERAL VENDORS PROVIDE FOR THE SCANNING OF OVERSIZE DOCUMENTS SUCH AS PLANS INTO THE ADOBE® ACROBAT® FORMAT. IF REQUIRED, CONTACT IRRIGATION CONSULTANT FOR RECOMMENDED VENDORS.

CONSULTANT WILL NOT CERTIFY ANY PAY REQUEST SUBMITTED BY THE CONTRACTOR IF THE AS-BUILT DRAWINGS ARE NOT CURRENT, AND PROCESSING OF PAY REQUEST WILL NOT OCCUR UNTIL AS-BUILTS ARE UPDATED. ALSO, IF DATA SHEETS AND AS-BUILT DRAWINGS ARE NOT GIVEN TO THE CONSULTANT WITHIN THE SPECIFIED TIME FRAME, CONSULTANT SHALL COLLECT THE DATA FOR PROGRAMMING PURPOSES, AND CHARGE THE CONTRACTOR FOR TIME AND MATERIALS.

PRIOR TO SCHEDULING WALK-THROUGH FOR SUBSTANTIAL COMPLETION, CONTRACTOR IS TO SUBMIT ALL AS-BUILT INFORMATION TO THE CONSULTANT FOR APPROVAL.

CONTROLLER CHARTS - DO NOT PREPARE CONTROLLER CHARTS UNTIL RECORD (AS-BUILT) DRAWINGS HAVE BEEN APPROVED BY THE CONSULTANT.

PROVIDE CONTROLLER CHART, AUTOMATIC CONTROLLER.
A. CONTROLLER DRAWING MAY BE SAME SIZE REPRODUCTION OF THE RECORD DRAWING, IF SCALE PERMITS FITTING THEM INSIDE THE CONTROLLER DOOR WITHOUT FOLDING DRAWING. IF PHOTO REDUCTION PRINTS ARE REQUIRED, KEEP REPRODUCTION TO MAXIMUM SIZE POSSIBLE TO RETAIN FULL LEGIBILITY. CHART MAY ALSO BE CONTROLLER DATA SHEET AS FOR CENTRAL-SATELLITE SYSTEMS, IF APPROVED BY CONSULTANT.
B. CONTROLLER CHART SHALL BE BOND PRINT OF ACTUAL AS-BUILT SYSTEM, SHOWING AREA COVERED BY THAT CONTROLLER; OR CONTROLLER DATA SHEET SHOWING INFORMATION ON EACH STATION, AND WITH COMPLETE DESCRIPTION OF EACH STATION'S LOCATION.
C. IDENTIFY AREA OF COVERAGE OF EACH REMOTE CONTROL VALVE, USING A DISTINCTLY DIFFERENT PASTEL COLOR FOR EACH ZONE. HIGHLIGHT HEADS, LATERAL PIPING, AND CONTROL VALVES.
D. FOLLOWING REVIEW OF CONTROLLER DRAWINGS BY CONSULTANT, HERMETICALLY SEAL EACH CHART BETWEEN TWO (2) LAYERS OF TWENTY (20) MM THICK CLEAR PLASTIC.
E. CONTROLLER CHART SHALL BE COMPLETED AND APPROVED BY CONSULTANT PRIOR TO FINAL COMPLETION WALK-THROUGH OF IRRIGATION SYSTEM.
F. ATTACH APPROVED CONTROLLER CHART TO INSIDE OF EACH CONTROLLER DOOR USING SELF ADHESIVE VELCRO STRIPS.

CENTRAL CONTROL SYSTEM PROCEDURES: (IF SHOWN ON PLANS):
A. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE AND INSTALL ALL SPECIFIED CENTRAL CONTROL
EQUIPMENT TO RESULT IN A COMPLETE AND WORKING SYSTEM, WHETHER OR NOT ALL APPURTENANCES ARE SHOWN ON PLANS. SYSTEM SHALL INCLUDE CENTRAL COMPUTER; DATA
OUTPUT UNIT (CCU); SATELLITE CONTROLLERS; ALL GROUNDING AND SURGE PROTECTION; RADIO
EQUIPMENT IF SPECIFIED; COMMUNICATION CABLE WIRING IF SPECIFIED; MASTER VALVES AND FLOW
SENSORS IF SPECIFIED; AND WEATHER STATION IF SPECIFIED.
B. FOLLOWING INSTALLATION OF EACH CONTROLLER, CONTRACTOR SHALL RECORD ALL STATION DATA
ON A "DATA SHEET" PROVIDED BY THE CONSULTANT. THIS DATA SHALL INCLUDE THE TYPE AND
QUANTITY OF IRRIGATION DEVICES ON EACH STATION, NOZZLE TYPE, ARC, AREA OF CONTROL (TURF,
TREES, SHRUBS, ETC), VALVE SIZE, GPM, LOCATION, ETC. AS SHOWN ON THE DATA SHEET.
C. PRIOR TO FINAL WALK-THROUGH FOR EACH AREA OF THE PROJECT, CONTRACTOR SHALL CONFIRM
THAT THE FOLLOWING HAS BEEN ACCOMPLISHED:
1. CONSTRUCTION RECORD DRAWINGS PER SECTION 1.04.1;
2. DATA SHEETS FOR CONTROLLERS;
3. PROPER COMMUNICATION BETWEEN COMPUTER AND OUTPUT UNIT (CCU);
4. PROPER COMMUNICATION BETWEEN OUTPUT UNIT (CCU) AND SATELLITE CONTROLLERS;
5. PROPER COMMUNICATION BETWEEN FLOW SENSORS AND MONITORS;
6. VERIFY CONTINUITY ON ALL COMMUNICATION CABLES;
7. ARRANGE FOR THE CERTIFICATION OF "RAINSAFE" CONTROLLER CABINETS BY CONTROLLER MANUFACTURER TO CONFIRM COMPONENTS FOR EXTENDED WARRANTY (IF APPLICABLE).

EXTENDED WARRANTY: MANUFACTURER'S FIVE (5) YEAR PROFESSIONAL WARRANTY INCLUDES THE FOLLOWING:
A. EXTENDS THE CONDITIONS OF THE THREE (3) YEAR, OVER-THE-COUNTER PRODUCT WARRANTY TO FIVE (5) YEARS;
B. IT SHALL INSURE THAT AN AUTHORIZED MANUFACTURER'S REPRESENTATIVE WILL BE AT THE JOB SITE WITHIN TWENTY-FOUR (24) HOURS OF NOTIFICATION OF A PRODUCT PROBLEM;
C. WARRANTY INCLUDES A FIVE (5) YEAR PRODUCT AND LABOR WARRANTY. IF THE PRODUCT FAILS TO
D. MEET THE MANUFACTURER'S SPECIFICATIONS AND THE MANUFACTURER'S REPRESENTATIVE IS
E. UNABLE TO RESOLVE THE DEFICIENCY, THE PRODUCT WILL BE REPLACED AT NO COST TO THE CLIENT, WITH THE PRODUCT OF THEIR CHOICE. THIS INCLUDES CONTRACTOR'S LABOR FOR PRODUCT REPLACEMENT AT THEIR NORMAL HOURLY RATES.
F. IN THE EVENT OF A PRODUCT PROBLEM, AND THE CONSULTANT IS REQUIRED TO SPEND ADDITIONAL
G. TIME NOT COVERED BY THEIR CONTRACT AS A RESULT OF THIS PROBLEM, THEN RAIN BIRD WILL
H. REIMBURSE THE CONSULTANT FOR TIME AND MATERIALS AT THEIR NORMAL HOURLY RATES.

PROJECT QUALIFICATIONS:
A. THE CONSULTANT MUST BE CURRENTLY CERTIFIED AS AN IRRIGATION DESIGNER BY THE IRRIGATION
B. ASSOCIATION, THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS, OR LICENSED IN THE PROJECT STATE TO PRACTICE LANDSCAPE ARCHITECTURE WHICH INCLUDES IRRIGATION DESIGN;
C. THE PROJECT MUST CONSIST ENTIRELY OF THE MANUFACTURER'S PRODUCTS WHERE APPLICABLE
D. (I.E.: EXCLUDING PIPE, FITTINGS, & WIRING). IF ANY COMPETITIVE PRODUCTS ARE INSTALLED ON THE PROJECT, THE WARRANTY WILL BE THE STANDARD TRADE WARRANTY AS DELINEATED IN THE MANUFACTURER'S PRODUCT CATALOG;
E. THE MANUFACTURER'S REPRESENTATIVE MUST BE NOTIFIED IN THE EVENT OF A PRODUCT PROBLEM
F. AT LEAST TWENTY-FOUR (24) HOURS PRIOR TO AN IN-FIELD MEETING;
G. INSTALLATION MUST BE CERTIFIED BY AUTHORIZED MANUFACTURER'S REPRESENTATIVE IN
H. CONFORMANCE TO PLANS.

OPERATION MANUAL:
A. SUBMIT THREE (3) SETS OF OPERATIONS MANUAL TO CONSULTANT FOR APPROVAL, PRIOR TO SCHEDULING THE FINAL COMPLETION WALK-THROUGH. MANUAL IS TO INCLUDE THE FOLLOWING IN A ONE INCH BY THREE INCH (1" X 3") RING BINDER:
1. INDEX SHEET STATING PROJECT NAME, AND LISTING CONTRACTOR NAME, ADDRESS, PHONE NUMBER, AND CONTACT PERSON. INCLUDE SAME INFORMATION FOR PRIMARY SUB-CONTRACTORS;
2. MANUFACTURER CUT SHEETS FOR ALL MATERIAL COMPONENTS OF IRRIGATION SYSTEM. HIGHLIGHT OR CIRCLE SPECIFIC MODELS OR ITEMS.

1.05 DELIVERY, STORAGE AND HANDLING

DELIVER, UNLOAD, STORE AND HANDLE MATERIALS, PACKAGING, BUNDLING, PRODUCTS, IN DRY CONDITIONS, OR A WEATHERPROOF MANNER, TO PREVENT DAMAGE, BREAKAGE, DETERIORATION, INTRUSION, IGNITION, AND VANDALISM. DELIVER IN ORIGINAL UNOPENED PACKAGING CONTAINERS PROMINENTLY DISPLAYING MANUFACTURER NAME, VOLUME, QUANTITY, CONTENTS, INSTRUCTIONS, AND CONFORMANCE TO LOCAL, STATE, AND FEDERAL LAW. REMOVE AND REPLACE CRACKED, BROKEN, OR CONTAMINATED ITEMS OR ELEMENTS PREMATURELY EXPOSED TO MOISTURE, INCLEMENT WEATHER, SNOW, ICE, TEMPERATURE EXTREMES, FIRE, OR JOB SITE DAMAGE.

HANDLING OF PVC PIPE - EXERCISE CARE IN HANDLING, LOADING AND STORING OF PVC PIPE. ALL PVC PIPE SHALL BE TRANSPORTED IN A VEHICLE WHICH ALLOWS THE ENTIRE LENGTH OF PIPE TO LIE FLAT SO AS NOT TO SUBJECT IT TO UNDUE BENDING OR CONCENTRATED EXTERNAL LOADS. ALL SECTIONS OF PIPE THAT HAVE BEEN DENTED OR DAMAGED SHALL BE DISCARDED, AND IF INSTALLED, SHALL BE REMOVED AND REPLACED WITH NEW PIPING.

1.06 JOBSITE CONDITIONS

PROTECTION OF PROPERTY:
A. PRESERVE AND PROTECT ALL TREES, PLANTS, MONUMENTS, STRUCTURES, AND PAVED AREAS FROM
DAMAGE DUE TO WORK IN THIS SECTION. IN THE EVENT DAMAGE DOES OCCUR, ALL DAMAGE TO
INANIMATE ITEMS SHALL BE COMPLETELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE
OWNER. ALL INJURIES TO LIVING PLANTS SHALL BE REPAIRED BY THE OWNER, AND ALL COSTS OF
SUCH REPAIRS SHALL BE CHARGED TO AND PAID BY THE CONTRACTOR.
B. PROTECT BUILDINGS, WALKS, WALLS, AND OTHER PROPERTY FROM DAMAGE. FLARE AND BARRICADE OPEN DITCHES. DAMAGE CAUSED TO ASPHALT, CONCRETE, OR OTHER
BUILDING MATERIAL SURFACES SHALL BE REPAIRED OR REPLACED AT NO COST TO THE OWNER. RESTORE DISTURBED AREAS TO ORIGINAL CONDITION.

EXISTING TREES:
A. ALL TRENCHING OR OTHER WORK UNDER LIMB SPREAD OF ANY AND ALL EVERGREENS OR LOW
BRANCHING DECIDUOUS MATERIAL SHALL BE DONE BY HAND OR BY OTHER METHODS SO AS TO
PREVENT DAMAGE TO LIMBS OR BRANCHES.
B. WHERE IT IS NECESSARY TO EXCAVATE ADJACENT TO EXISTING TREES, USE ALL POSSIBLE CARE TO
AVOID INJURY TO TREES, AND TREE ROOTS. EXCAVATION IN AREAS WHERE TWO INCH (2") AND LARGER ROOTS OCCUR SHALL BE DONE BY HAND. ROOTS TWO INCHES (2") AND LARGER IN DIAMETER, EXCEPT DIRECTLY IN THE PATH OF PIPE CONDUIT, SHALL BE TUNNELED UNDER AND SHALL BE HEAVILY WRAPPED WITH BURLAP TO PREVENT SCARRING OR EXCESSIVE DRYING. WHERE A TRENCHING MACHINE IS OPERATED CLOSE TO TREES HAVING ROOTS SMALLER THAN TWO INCHES (2") IN DIAMETER, THE WALL OF THE TRENCH ADJACENT TO THE TREE SHALL BE HAND TRIMMED, MAKING CLEAN CUTS THROUGH ROOTS. ROOTS ONE INCH (1") AND LARGER IN DIAMETER SHALL BE PAINTED WITH TWO (2) COATS OF "TREE SEAL". TRENCHES ADJACENT TO TREES SHALL BE CLOSED WITHIN TWENTY-FOUR (24) HOURS, AND WHEN THIS IS NOT POSSIBLE, THE SIDE OF THE TRENCH ADJACENT TO THE TREE SHALL BE KEPT SHADED WITH MOISTENED BURLAP OR CANVAS.

PROTECTION AND REPAIR OF UNDERGROUND LINES:
A. REQUEST PROPER UTILITY COMPANY TO STAKE EXACT LOCATION (INCLUDING DEPTH) OF ALL
UNDERGROUND UTILITIES. TAKE WHATEVER PRECAUTIONS NECESSARY TO PROTECT THESE
UNDERGROUND LINES FROM DAMAGE. IN THE EVENT DAMAGE DOES OCCUR, ALL DAMAGES SHALL BE REPAIRED BY CONTRACTOR UNLESS OTHER ARRANGEMENTS HAVE BEEN MADE.
B. REPLACEMENT OF PAVING AND CURBS - WHERE TRENCHES AND LINES CROSS EXISTING ROADWAYS,
PATHS, CURBING, ETC., DAMAGE TO THESE SHALL BE KEPT TO A MINIMUM AND SHALL BE RESTORED
TO ORIGINAL CONDITION.

1.07 WARRANTY / GUARANTY

CONTRACTOR SHALL WARRANT MATERIALS AGAINST DEFECTS FOR A PERIOD OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL GUARANTEE WORKMANSHIP FOR SIMILAR PERIOD. CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING MATERIAL WARRANTY ITEMS WITH THE MANUFACTURER / DISTRIBUTOR.

SETTLING OF BACKFILLED TRENCHES WHICH MAY OCCUR DURING GUARANTY PERIOD SHALL BE REPAIRED BY CONTRACTOR AT NO EXPENSE TO THE OWNER, INCLUDING COMPLETE RESTORATION OF DAMAGED PROPERTY.

EXPENSES DUE TO VANDALISM BEFORE SUBSTANTIAL COMPLETION SHALL BE BORNE BY CONTRACTOR.

OWNER OR REPRESENTATIVE MAINTENANCE COMPANY WILL MAINTAIN TURF AND PLANTING AREAS DURING WARRANTY PERIOD, SO AS NOT TO HAMPER PROPER OPERATION OF THE IRRIGATION SYSTEM.

1.08 MAINTENANCE

FURNISH THE FOLLOWING MAINTENANCE ITEMS TO OWNER PRIOR TO FINAL ACCEPTANCE:
A. TWO (2) SETS OF SPECIAL TOOLS REQUIRED FOR MOVING, DISASSEMBLING, AND ADJUSTING EACH TYPE OF SPRINKLER HEAD AND VALVE SUPPLIED ON THIS PROJECT;
B. TWO (2) KEYS FOR EACH AUTOMATIC CONTROLLER;
C. THREE (3) QUICK COUPLER KEYS AND MATCHING HOSE SWIVELS FOR EACH TYPE OF QUICK COUPLING VALVE INSTALLED;
D. TWO (2) ALUMINUM DRAIN VALVE KEYS OF SUFFICIENT LENGTH FOR OPERATION OF DRAIN VALVES.

1.09 EXTRA STOCK

IN ADDITION TO INSTALLED SYSTEM FURNISH THE FOLLOWING ITEMS TO OWNER:
A. FOUR (4) PER ONE HUNDRED (100) INSTALLED DRIP EMITTERS OF EACH TYPE USED;
B. TWO (2) POP-UP HEADS OF EACH TYPE USED.

PART 2 - PRODUCTS

2.01 MATERIALS

GENERAL PIPING:
PRESSURE SUPPLY PIPE (FROM POINT OF CONNECTION THROUGH BACKFLOW PREVENTION UNIT): TYPE K HARD COPPER.

PRESSURE SUPPLY PIPES (DOWNSTREAM OF BACKFLOW PREVENTION UNITS) - SCHEDULE 40 PVC, SOLVENT WELD BELLED END FOR TWO AND ONE HALF INCH (2-1/2") OR SMALLER, AND RUBBER-RING JOINT FOR THREE INCH (3") AND LARGER WITH DUCTILE IRON FITTINGS.

NON-PRESSURE PIPES - CLASS 200 PVC, SOLVENT WELD BELLED END.

DRIP PIPING - ONE HALF INCH (½") CLASS 315 PVC, SOLVENT WELD UNLESS OTHERWISE SPECIFIED ON PLANS.

EMITTER TUBING - BY EMITTER MANUFACTURER.

SLEEVING - SDR 35 PVC PIPE.

RECLAIMED WATER SYSTEMS - PIPING SHALL BE PURPLE COLORED, OR WRAPPED WITH RECLAIMED "SOCK" OR RECLAIMED MARKING TAPE, AND MAINLINE PIPING SHALL HAVE DETECTABLE RECLAIMED MARKING TAPE IN TRENCH TWELVE INCHES (12") ABOVE TOP OF PIPE CONTINUOUSLY.

COPPER PIPE AND FITTINGS:
A. COPPER PIPE - TYPE K HARD TEMPERED;
B. FITTINGS - WROUGHT COPPER, SOLDER JOINT TYPE;
C. JOINTS - SOLDERED WITH SOLDER, FORTY-FIVE PERCENT (45%) SILVER, FIFTEEN PERCENT (15%) COPPER, SIXTEEN PERCENT (16%) ZINC, AND TWENTY-FOUR PERCENT (24%) CADMIUM AND SOLIDS AT 1,125 F AND LIQUIDS AT 1,145 F.

BRASS PIPE AND FITTINGS:
A. BRASS PIPE - EIGHTY-FIVE PERCENT (85%) RED BRASS, AMSI SCHEDULE FORTY (40) SCREWED PIPE.
B. FITTINGS - MEDIUM BRASS, SCREWED ONE HUNDRED TWENTY-FIVE (125) POUND CLASS.

PLASTIC PIPE AND FITTINGS:
A. IDENTIFICATION MARKINGS:
1. ALL PIPE TO BE IDENTIFIED WITH FOLLOWING INDELIBLE MARKINGS:
   a. MANUFACTURER'S NAME;
   b. NOMINAL PIPE SIZE;
   c. SCHEDULE OR CLASS;
   d. PRESSURE RATING;
   e. NSF (NATIONAL SANITATION FOUNDATION) SEAL OF APPROVAL;
   f. DATE OF EXTRUSION.
2. ALL FITTINGS INCLUDING VALVE TAPS FOR RUBBER-RING PIPE SHALL BE CAST OR DUCTILE IRON, RUBBER-RING FOR PVC.
3. GASKETED END PIPE - MANUFACTURED FROM VIRGIN PVC COMPOUND IN ACCORDANCE WITH ASTM D2241 AND ASTM D1784, CELL CLASSIFICATION 12454-B, TYPE 1, GRADE 1.
   a. FITTINGS - DUCTILE IRON WITH PUSH-ON OR MECHANICAL JOINT;
   b. GASKETS - FACTORY INSTALLED IN PIPE AND FITTINGS, HAVING A METAL OR PLASTIC SUPPORT WITH IN GASKET OR A PLASTIC RETAINER RING FOR GASKET;
   c. LUBRICANT - AS RECOMMENDED BY MANUFACTURER.
4. PRESSURE SUPPLY PIPING LOCATION TAPE - MARKLINE TAPE, THREE INCH (3") WIDE DETECTABLE TAPE, PURPLE IN COLOR WITH "CAUTION: RECYCLED WATER LINE BELOW" PRINTED ON IT. PLACE SIX INCHES (6") BELOW FINISH GRADE.
5. SOLVENT WELD PIPE - MANUFACTURED FROM VIRGIN POLYVINYL CHLORIDE (PVC) COMPOUND IN ACCORDANCE WITH ASTM D2241 AND ASTM D1784; CELL CLASSIFICATION 12245-B, TYPE 1, GRADE 1.
   a. FITTINGS - STANDARD WEIGHT, SCHEDULE 40, INJECTION MOLDED PVC; COMPLYING WITH ASTM D1784 AND D2466, CELL CLASSIFICATION 12454-B;
   b. THREADS - INJECTION MOLDED TYPE (WHERE REQUIRED);
   c. TEES AND ELLS - SIDE GATED;
   d. THREADED NIPPLES - ASTM D2464, SCHEDULE 80 WITH MOLDED THREADS USE TEFLON TAPE ONLY, EXCEPT FOR MARLEY FITTING;
   e. JOINT CEMENT AND PRIMER - TYPE AS RECOMMENDED BY MANUFACTURER OF PIPE AND FITTINGS.

LOW PRESSURE / VOLUME SYSTEMS:
A. EMITTERS AS INDICATED ON DRAWINGS;
B. DRIP PIPING - MANUFACTURED OF POLYVINYL CHLORIDE COMPOUND CONFORMING TO ASTM D2241 AND ASTM D1784, TYPE 1, GRADE 1;
C. FITTINGS - SCHEDULE 40 PVC, OR AS RECOMMENDED BY PIPING MANUFACTURER;
D. DRIP VALVE ASSEMBLY - TYPE AND SIZE SHOWN ON DRAWINGS;
E. WYE STRAINER - PLASTIC / FIBERGLASS CONSTRUCTION WITH 150 MESH NYLON SCREEN AND BLOW OUT ASSEMBLY;
F. CONTROL VALVE - 2-WAY, SOLENOID PILOT OPERATED TYPE MADE OF SYNTHETIC, NON-CORROSIVE MATERIAL; DIAPHRAGM-ACTIVATED AND SLOW CLOSING. INCLUDE FREELY PIVOTED SEAT SEAL; RETAINED (MOUNTED) WITHOUT ATTACHMENT TO DIAPHRAGM;
G. PRESSURE REGULATOR - PLASTIC / FIBERGLASS CONSTRUCTION, PRESET TYPE WITH PRESSURE SETTING PER DRAWINGS.

GATE VALVES:
A. FOR THREE QUARTER INCHES (3/4") THROUGH TWO AND ONE HALF INCH (2-1/2") PIPE - BRASS CONSTRUCTION, SOLID WEDGE, IPS THREADS AND NON RISING STEM WITH WHEEL OPERATING HANDLE;
B. FOR THREE INCH (3") AND LARGER - IRON BODY, BRASS OR BRONZE MOUNTED AWWA GATE VALVES WITH A CLEAR WATERWAY EQUAL TO FULL NOMINAL DIAMETER OF VALVE, RUBBER GASKET OR MECHANICAL JOINT-TYPE ONLY. VALVES SHOULD BE ABLE TO WITHSTAND A CONTINUOUS WORKING PRESSURE OF ONE HUNDRED FIFTY (150) PSI AND BE EQUIPPED WITH A SQUARE OPERATING NUT.

QUICK COUPLING VALVES:
A. BRASS TWO-PIECE BODY DESIGNED FOR WORKING PRESSURE OF 150 PSI, OPERABLE WITH QUICK COUPLER;
B. EQUIP QUICK COUPLER WITH LOCKING RUBBER COVER (PURPLE FOR RECLAIMED WATER IF SPECIFIED).

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 5-20-21 ARIZONA U.S.A. Exp. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvements
Avondale, Arizona

Irrigation Specifications

mattamy HOMES

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Revisions
1
2
3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
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SECTION 32 80 00 - IRRIGATION (CONTINUED)

VALVE BOXES:

A. BOX COVERS IN DECOMPOSED GRANITE AREAS SHALL BE TAN AND RECLAIMED WATER SYSTEMS SHALL BE PURPLE COLORED MARKED FOR RECLAIMED;
B. FLUSH CAP ASSEMBLIES, AND WIRE STUB BOX - CARSON #910-12;
C. ONE INCH (1") THROUGH TWO INCH (2") CONTROL VALVES - CARSON #1419-13B;
D. DRIP VALVE ASSEMBLIES - CARSON #1419-13B;
E. CONTROL WIRING SPLICES - CARSON #910-12;
F. MAIN LINE GATE VALVES - CARSON #910-12;
G. AIR-RELEASE VALVES - CARSON #1419-13B;
H. MANUAL DRAIN VALVES - CARSON #1419-13B;
I. PRESSURE REDUCING VALVES - AS SHOWN ON DETAIL; TOW (2) SETS OF KEYS TO BE PROVIDED.

ELECTRICAL CONTROL WIRING:

LOW VOLTAGE- CONVENTIONAL

ELECTRICAL CONTROL WIRE - AWG UF UL APPROVED NO. FOURTEEN (14) GAUGE DIRECT-BURIAL COPPER WIRE FOR ALL CONTROL WIRES, AND NO. FOURTEEN (14) GAUGE DIRECT-BURIAL COPPER WIRE FOR ALL COMMON WIRES. WIRE COLORS:

A. CONTROL WIRES - RED;
B. COMMON WIRES - WHITE;
C. MASTER VALVE WIRES - BLUE AND YELLOW;
D. FUTURE WIRES - SAME AS CONTROL AND COMMON WIRE (LABELED AT TERMINATIONS). TWO (2) PER CONTROLLER UNLESS NOTED, AT EACH EXTREME END;
E. IF MULTIPLE CONTROLLERS ARE UTILIZED, AND WIRE PATHS OF DIFFERENT CONTROLLERS CROSS EACH OTHER, BOTH COMMON AND CONTROL WIRES FROM EACH CONTROLLER SHALL BE DIFFERENT COLORS APPROVED BY CONSULTANT;
F. CONTROL WIRE CONNECTIONS AND SPLICES SHALL BE MADE WITH 3M DBR/Y-6 WIRE CONNECTION KIT.

LOW VOLTAGE- 2-WIRE

A. IRRIGATION DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:

1. THE DECODER ADDRESSES SHALL BE PRE-CODED TO ELIMINATE CONFUSION ASSOCIATED WITH USER-DEFINED DECODER ADDRESSING.
2. THE DECODERS SHALL BE FULLY ENCAPSULATED CREATING A COMPLETELY WATERPROOF SEAL.
3. THE DECODERS MOUNTING SHALL BE RECOMMEND TO BE PLACED IN A VALVE BOX BUT SHALL BE DIRECT BURIAL CAPABLE.
4. THE DECODER ELECTRICAL INPUT SHALL BE:
   A. NOMINAL VOLTAGE: 34 VPP (24V AC) FROM TWO WIRE LINE
   B. MINIMUM VOLTAGE: 21 VPP (15V AC)
   C. MAXIMUM VOLTAGE: 36 VPP (25V AC)
5. THE MAXIMUM 14 GAUGE CABLE RUN SHALL BE:
   A. STAR: 2.4 MILES
   B. LOOP: 9.6 MILES
6. THE DECODER/SOLENOID WIRES SHALL HAVE A MAXIMUM ELECTRICAL RESISTANCE OF 3 OHMS.
7. THE MAXIMUM DECODER/SOLENOID 14 GAUGE CABLE RUN SHALL BE A MAXIMUM OF 456 FEET.
8. WIRING FOR THE DECODERS SHALL BE A (DOUBLE JACKETED) WIRE.
9. THE ENVIRONMENT SHALL BE:
   A. WORKING RANGE: 32° TO 122° F (0° TO 50° C)
   B. STORAGE RANGE: -4° TO 158° F (-20° TO 70° C)
   C. HUMIDITY: 100%
10. SHALL HAVE FIVE DIFFERENT FIELD DECODER OPTIONS TO ALLOW THE USER TO CHOOSE THE PRECISE AMOUNT OF LANDSCAPE IRRIGATION CONTROL NEEDED.
   A. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE.
   B. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES.
   C. FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES.
   D. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 4 INDIVIDUAL VALVES.
   E. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 6 INDIVIDUAL VALVES.
11. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
   A. POWER DRAW: 0.5MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
   B. DIMENSIONS: LENGTH: 2.77 IN. (70 MM), DIAMETER 1.5 IN. (40 MM)
   C. SOLENOIDS: 1 WITH INDIVIDUAL CONTROL
   D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT.
12. FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
   A. POWER DRAW: 0.5MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
   B. DIMENSIONS: LENGTH: 3.35 IN. (85 MM), DIAMETER 1.77 IN. (45 MM)
   C. SOLENOIDS: 1 OR TWO SIMULTANEOUSLY
   D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT.
13. FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
   A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
   B. DIMENSIONS: LENGTH: 3.35 IN. (85 MM), DIAMETER 1.97 IN. (50 MM)
   C. SOLENOIDS: 1 TO 4 SIMULTANEOUSLY
   D. SURGE PROTECTION SHALL BE REQUIRED EVERY 500 FT.
14. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 4 INDIVIDUAL VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
   A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
   B. DIMENSIONS: LENGTH: 3.94 IN. (100 MM), DIAMETER 2.56 IN. (65 MM)
   C. SOLENOIDS: 1 TO 4 WITH INDIVIDUAL CONTROL
   D. SURGE PROTECTION SHALL BE BUILT INTO THE DECODER.
   E. THE DECODER SHALL HAVE AN INPUT FUSE OF 300-500MA, THERMAL.
15. FIELD DECODER INTERFACING SIGNAL LINE AND UP TO 6 INDIVIDUAL VALVES SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
   A. POWER DRAW: 1.0MA (IDLE), 18 MA (PER ACTIVE SOLENOID)
   B. DIMENSIONS: LENGTH: 3.94 IN. (100 MM), DIAMETER 2.56 IN. (65 MM)
   C. SOLENOIDS: 1 TO 6 WITH INDIVIDUAL CONTROL
   D. SURGE PROTECTION SHALL BE BUILT INTO THE DECODER.
   E. THE DECODER SHALL HAVE AN INPUT FUSE OF 300-500MA, THERMAL.
16. LINE SURGE PROTECTOR DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
   A. THE LINE SURGE PROTECTOR DECODER SHALL BE GROUNDED ON A TWO-WIRE PATH EVERY 500 FEET (150 METERS) OR EVERY 8 DECODERS, WHICHEVER IS SMALLER.
   B. THE LINE SURGE PROTECTOR DECODER SHALL BE PLACED ON A TWO WIRE PATH WITH FIELD DECODER INTERFACING SIGNAL LINE AND VALVES, FIELD DECODER INTERFACING SIGNAL LINE AND VALVE OR PAIR OF VALVES, AND FIELD DECODER INTERFACING SIGNAL LINE AND 2 VALVES OR 2 PAIR OF VALVES.
   C. THE LINE SURGE PROTECTOR DECODER SHALL BE USED FOR SURGE PROTECTION ONLY, AND SHALL NOT HAVE A DECODER ADDRESS.
   D. THE LINE SURGE PROTECTOR DECODER SHALL PROTECT AGAINST 40V, 1.5KW TRASIL.
17. THE SENSOR DECODER SPECIFICATIONS INCLUDE BUT ARE NOT LIMITED TO:
   A. THE SENSOR DECODER SHALL BE AN INTERFACE TO FLOW SENSORS.
   B. WHEN THE SENSOR DECODER IS WIRED TO A FLOW SENSOR IT SHALL MONITOR THE CURRENT FLOW RATE AT A FLOW MONITOR BY SENDING A PULSE SIGNALS TO THE CONTROLLER.

HIGH VOLTAGE

TYPE REQUIRED BY LOCAL CODES AND ORDINANCES, OF PROPER SIZE TO ACCOMMODATE NEEDS OF EQUIPMENT SERVICED.

SPRINKLER HEADS - AS SHOWN ON DRAWINGS. PURPLE CAPS OR NOZZLES FOR RECLAIMED WATER USE.
CONTROL VALVES - AS NOTED ON DRAWINGS. PURPLE HANDLES FOR RECLAIMED WATER USE.
PIPE BEDDING MATERIAL - CONSTRUCTION GRADE SAND APPROVED BY CONSULTANT.
AUTOMATIC CONTROLLER - AS SHOWN ON DRAWINGS.
BACKFLOW PREVENTER - AS SHOWN ON DRAWINGS.
DRIP FLUSH ASSEMBLY - AS SHOWN ON DRAWINGS.
AIR RELEASE VALVE - AS SHOWN ON DRAWINGS.
PRESSURE REDUCING VALVE - AS SHOWN ON DRAWINGS.
MASTER CONTROL VALVE - AS SHOWN ON DRAWINGS.
FLOW SENSOR AND MONITOR OR TRANSMITTER - AS SHOWN ON DRAWINGS.
PUMP STATION - AS SHOWN ON DRAWINGS.

AUTOMATIC CONTROLLER/SATELLITE

AS INDICATED ON CONSTRUCTION DRAWINGS. MUST BE ET BASED CLOCK, EQUIPPED WITH NECESSARY SENSING DEVICES TO ALLOW CLOCK TO ADJUST RUN TIMES BASED ON HISTORICAL OR REAL TIME ET, HAVE AT LEAST FOUR (4) INDEPENDENT PROGRAMS AND MULTIPLE START TIMES, FLOW SENSING CAPABILITY, AND NON-VOLATILE MEMORY

CONTROL VALVES AS NOTED ON CONSTRUCTION DRAWINGS

FLOW SENSOR AS NOTED ON CONSTRUCTION DRAWINGS

SPRINKLER HEADS AS NOTED ON CONSTRUCTION DRAWINGS

BEDDING MATERIAL WASHED CONSTRUCTION GRADE SAND OR SIMILAR MATERIAL APPROVED BY LANDSCAPE ARCHITECT. FOUR INCHES (4") AT BOTTOM OF PIPES, SIX INCHES (6") ABOVE PIPES. BACKFILL MATERIAL FOR LATERAL LINES SHALL BE FREE OF ROCKS ONE INCH (1") OR LARGER.

PART 3 - EXECUTION

3.01 INSPECTION

EXAMINE AREAS AND CONDITIONS UNDER WHICH WORK OF THIS SECTION IS TO BE PERFORMED. DO NOT PROCEED WITH WORK UNTIL UNSATISFACTORY CONDITIONS HAVE BEEN CORRECTED.

GRADING OPERATIONS, WITH THE EXCEPTION OF FINAL GRADING, SHALL BE COMPLETED AND APPROVED BY OWNER PRIOR TO STAKING OR INSTALLATION OF ANY PORTION OF IRRIGATION SYSTEM EXCEPT SLEEVING.

3.02 PREPARATION

STAKING SHALL OCCUR AS FOLLOWS:

A. MARK WITH POWDERED LIME OR MARKING PAINT ROUTING OF PRESSURE SUPPLY PIPES AND FLAG HEADS AND CONTROL VALVE LOCATIONS FOR FIRST SERIES OF ZONES AS DIRECTED BY CONSULTANT. CONTACT CONSULTANT A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE AND REQUEST A REVIEW OF STAKING. CONSULTANT WILL REVIEW STAKING AND DIRECT CHANGES IF REQUIRED. STAKING REVIEW DOES NOT RELIEVE INSTALLER FROM COVERAGE PROBLEMS DUE TO IMPROPER PLACEMENT OF HEADS AFTER STAKING;
B. INSTALL SLEEVING UNDER ALL ASPHALT PAVING AND CONCRETE WALKS, PRIOR TO THE INSTALLATION OF CONCRETE OR PAVING OPERATIONS, TO ACCOMMODATE PIPING AND WIRING. COMPACT BACKFILL AROUND SLEEVES TO NINETY-FIVE PERCENT (95%) STANDARD PROCTOR DENSITY WITHIN TWO PERCENT (2%) OF OPTIMUM MOISTURE CONTENT IN ACCORDANCE WITH ASTM D1557;
C. TRENCHING - TRENCH EXCAVATION SHALL FOLLOW, AS MUCH AS POSSIBLE, LAYOUT SHOWN ON DRAWINGS. DIG TRENCHES STRAIGHT, AND SUPPORT THE PIPE CONTINUOUSLY ON THE BOTTOM OF TRENCH. TRENCH BOTTOM SHALL BE CLEAN AND SMOOTH WITH ALL ROCK AND ORGANIC DEBRIS REMOVED. PRESSURE SUPPLY LINE TRENCHES SHALL BE OVER-EXCAVATED AS REQUIRED TO ALLOW FOR BEDDING MATERIAL. TRENCH DEPTH SHALL BE UNIFORM AS REQUIRED TO MEET MINIMUM DEPTH REQUIREMENTS FOR THE TYPE OF PIPING BEING INSTALLED.

CLEARANCES:

A. PIPING SMALLER THAN THREE INCHES (3") - TRENCHES SHALL HAVE A MINIMUM WIDTH OF SEVEN INCHES (7"). TWELVE INCHES (12") FOR THREE INCH (3") AND LARGER PIPE;
B. PIPE CLEARANCE - PROVIDE NOT LESS THAN SIX INCHES (6") OF CLEARANCE BETWEEN EACH PIPE, AND NOT LESS THAN TWELVE INCHES (12") OF CLEARANCE BETWEEN PIPES OF OTHER TRADES;
C. FOR RECLAIMED WATER SYSTEMS, TWO FEET (2') VERTICAL (BELOW) AND SIX FEET (6') HORIZONTAL SEPARATIONS FROM POTABLE PIPES ARE REQUIRED PER INDUSTRY STANDARDS.

PIPE AND WIRE DEPTH:

A. PRESSURE SUPPLY PIPING - TWENTY-FOUR INCHES (24") FROM TOP OF PIPE (THIRTY INCHES (30") WHERE SIX INCHES (6") AND LARGER PIPE IS ON PROJECT);
B. NON-PRESSURE PIPING - TWELVE INCHES (12") FROM TOP OF PIPE;
C. CONTROL WIRING - SIDE AND BOTTOM OF PRESSURE SUPPLY PIPE;
D. DRIP PIPING - TWELVE INCHES (12") FROM TOP OF PIPE;
E. EMITTER TUBING - TWELVE INCHES (12") FROM TOP OF PIPE (NON SLOPE PLANTINGS). FOUR INCHES (4") FROM THE TOP OF PIPE (SLOPES 2:1 OR GREATER).

BORING WILL BE PERMITTED ONLY WHERE PIPE MUST PASS UNDER OBSTRUCTION(S) WHICH CANNOT BE REMOVED AND MUST BE APPROVED BY CONSULTANT IF NOT SPECIFICALLY INDICATED ON CONSTRUCTION DRAWINGS. HOLES SHALL BE BORED MECHANICALLY AND SHALL NOT INTERFERE WITH EXISTING PLANT MATERIAL OR STRUCTURES. JETTING SHALL NOT BE PERMITTED. FINAL DENSITY OF BACKFILL SHALL MATCH THAT OF SURROUNDING SOIL. USE OF SLEEVES OF SUITABLE DIAMETER IS ACCEPTABLE IF INSTALLED FIRST BY JACKING OR BORING AND PIPE LAID THROUGH SLEEVES. OBSERVE SAME PRECAUTIONS AS THOUGH PIPE WERE INSTALLED IN OPEN TRENCH.

3.03 INSTALLATION

LOCATE OTHER EQUIPMENT AS NEAR AS POSSIBLE TO LOCATION DESIGNATED ON CONSTRUCTION DRAWINGS. DEVIATIONS SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

PVC PIPING:

A. SNAKE PIPE IN TRENCH AS MUCH AS POSSIBLE TO ALLOW FOR EXPANSION AND CONTRACTION.
B. WHEN PIPE LAYING IS NOT IN PROGRESS, OR AT END OF EACH DAY, CLOSE PIPE ENDS WITH TIGHT PLUG OR CAP. (PERFORM WORK IN ACCORDANCE WITH GOOD PRACTICES PREVAILING IN PIPING TRADES);
C. COORDINATE PRESSURE SUPPLY PIPE INSTALLATION WITH REQUIRED BEDDING OPERATIONS. CONCRETE THRUST BLOCKS OR STEEL JOINT RESTRAINTS SHALL BE UTILIZED FOR ALL RUBBER-RING JOINT FITTINGS PER INDUSTRY STANDARDS. IN SANDY SOIL, MECHANICAL JOINT FITTINGS SHALL BE USED WITH THRUST BLOCKS;
D. STAKE ALL ABOVE-GRADE PVC PIPING PER DETAILS;
E. USE FORTY-FIVE (45) DEGREE ELLS WHEN MAKING PERPENDICULAR CROSSINGS OF ABOVE-GRADE PVC PIPING, TO DEPRESS BOTTOM PIPE;
F. LAY PIPE AND MAKE ALL PLASTIC-TO-PLASTIC JOINTS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

DRIP PIPING:

A. INSTALL FITTING CONNECTIONS PER MANUFACTURER'S RECOMMENDATIONS;
B. USE THREADED RISERS AND SCH. 40 OR SCH. 80 FITTINGS PER DETAILS WHEN MAKING CONNECTIONS IN DRIP PIPING FOR EMITTERS AND FITTINGS;
C. INSTALL DRIP FLUSH CAP ASSEMBLIES AT ALL DEAD ENDS OF DRIP PIPING;
D. ANY DEVIATIONS FROM DRIP PIPE ROUTING SHOWN ON DRAWINGS MUST BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

CONTROL WIRING:

LOW VOLTAGE WIRING:

A. BURY CONTROL WIRING BETWEEN CONTROLLER AND ELECTRIC VALVES IN PRESSURE SUPPLY PIPE TRENCHES, WITH WIRES CONSISTENTLY LOCATED BELOW AND TO ONE SIDE OF PIPE, ON TOP OF INITIAL PIPE BEDDING, OR IN SEPARATE TRENCHES;
B. BUNDLE ALL 24-VOLT WIRES AT TEN FOOT (10') INTERVALS WITH ELECTRICAL OR DUCT TAPE;
C. PROVIDE AN EXPANSION LOOP AT PRESSURE SUPPLY PIPE ANGLE FITTINGS, EVERY CONTROL VALVE LOCATION (IN VALVE BOX), AND AT MINIMUM FIVE HUNDRED FEET (500') INTERVALS. FORM EXPANSION LOOP BY WRAPPING WIRE AT LEAST EIGHT (8) TIMES AROUND A ONE INCH (1") PIPE AND WITHDRAWING PIPE;
D. MAKE SPLICES AND CONTROL VALVE CONNECTIONS USING 3M DBR/Y-6 WIRE CONNECTION KITS ONLY;
E. INSTALL CONTROL WIRE SPLICES NOT OCCURRING AT CONTROL VALVE IN A SEPARATE SPLICE VALVE BOX;
F. INSTALL ONE CONTROL WIRE FOR EACH CONTROL VALVE;
G. RUN 2 SPARE #14-1 CONTROL WIRES FROM CONTROLLER PEDESTAL TO LAST ELECTRIC CONTROL VALVE OPERATED BY CONTROLLER ON EACH AND EVERY LEG OF PRESSURE SUPPLY LINE. LABEL SPARE WIRES AT CONTROLLER AND WIRE STUB BOX. LOOP A MINIMUM OF TWENTY-FOUR INCHES (24") FROM ALL SPARE WIRES INSIDE EVERY CONTROL VALVE BOX OPERATED BY CONTROLLER;
H. RUN ALL FUTURE CONTROL WIRES FROM CONTROLLER PEDESTAL TO POINT INDICATED ON DRAWINGS. COIL A MINIMUM OF TEN FEET (10') AT TERMINATION AND INSTALL IN TEN INCH (10") ROUND VALVE BOX. LABEL ALL WIRES AT TERMINATION.

HIGH VOLTAGE WIRING FOR AUTOMATIC CONTROLLER

A. PROVIDE 120-VOLT POWER CONNECTION TO AUTOMATIC CONTROLLER.

AUTOMATIC CONTROLLER:

A. INSTALL CONTROLLER IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AS DETAILED AND WHERE SHOWN ON DRAWINGS;
B. CONNECT REMOTE CONTROL VALVES TO CONTROLLER IN NUMERICAL SEQUENCE AS SHOWN ON DRAWINGS;
C. FINAL LOCATION OF CONTROLLER SHALL BE APPROVED BY CONSULTANT PRIOR TO INSTALLATION;
D. EACH CONTROLLER SHALL HAVE A DEDICATED SEPARATE GROUND WIRE AND SURGE PROTECTION;
E. ABOVE-GROUND CONDUIT SHALL BE RIGID GALVANIZED WITH APPROPRIATE FITTINGS. BELOW-GROUND CONDUIT SHALL BE SCHEDULE 40 PVC.

QUICK COUPLER VALVES:

INSTALL QUICK COUPLERS ON DOUBLE SWING-JOINT ASSEMBLIES OF SCHEDULE 80 PVC PIPING; FLUSH TO GRADE. ANGLED NIPPLE RELATIVE TO PRESSURE SUPPLY LINE SHALL BE NO MORE THAN FORTY-FIVE (45) DEGREES AND NO LESS THAN 10 DEGREES. INSTALL QUICK COUPLER AS DETAILED.

DRIP VALVE ASSEMBLIES - INSTALL DRIP VALVE ASSEMBLY AS DETAILED.
DRIP EMITTERS - INSTALL DRIP EMITTERS AS DETAILED.

VALVE BOXES:

A. INSTALL ONE VALVE BOX FOR EACH TYPE OF VALVE INSTALLED AS DETAILED FLUSH WITH GRADE FOR ALL SODDED AREAS, AND ABOVE-GRADE FOR ALL SEEDED AREAS;
B. VALVE BOXES, WHEN OCCURRING IN CLOSE PROXIMITY TO EACH OTHER, SHOULD BE ALIGNED ALONG ONE EDGE & EQUALLY SPACED;
C. VALVE BOX EXTENSIONS ARE NOT ACCEPTABLE, EXCEPT FOR MASTER VALVE AND FLOW SENSOR;
D. INSTALL GRAVEL SUMP AFTER COMPACTION OF ALL TRENCHES. VALVE BOX TO REST ON GRAVEL SUMP. PLACE FINAL PORTION OF GRAVEL INSIDE VALVE BOX AFTER VALVE BOX IS BACKFILLED AND COMPACTED;
E. INSTALL "CHRISTY" STAINLESS STEEL OR TWO AND ONE HALF INCH BY FIVE INCH (2.5" X 5") PLASTIC VALVE LABEL TAGS FOR EACH VALVE BOX (1-800-258-4583). ENTIRE CONTROLLER & STATION NUMBER SHALL BE PRINTED ON EACH TAG. LETTER AND NUMBER SIZE SHALL BE NO SMALLER THAN ONE INCH (1") AND NO GREATER THAN ONE AND ONE HALF INCHES (1-1/2"), AND NO DEEPER THAN ONE EIGHTH INCHES (1/8"). LABEL EACH VALVE BOX AS FOLLOWS:
   1. CONTROL VALVES - CONTROLLER LETTER AND STATION NUMBER;
   2. QUICK COUPLER VALVES - LABEL "QCV";
   3. WIRE SPLICES - LABEL WIRE SPLICES WITH THE LETTERS "W.S.";
   4. DRIP FLUSH ASSEMBLIES - CONTROLLER LETTER AND STATION NUMBER OF EACH DRIP PIPING FLUSH ASSEMBLY;
   5. GATE VALVES - LABEL WITH LETTERS "GV" TYPICAL;
   6. AIR-RELEASE VALVES - LABEL WITH LETTERS "ARV" TYPICAL;
   7. MANUAL DRAIN VALVE - LABEL WITH LETTERS "MDV";
   8. PRESSURE REDUCING VALVES - LABEL WITH LETTERS "PRV" TYPICAL;
   9. FLOW SENSORS - LABEL WITH LETTERS "FS" TYPICAL.

INSTALL "TAN" COLORED VALVE BOXES IN ALL LOCATIONS WHERE VALVE BOX IS LOCATED IN A DECOMPOSED GRANITE PLANTING AREA. NO VALVE BOX IS TO BE INSTALLED IN TURF GRASS AREAS UNLESS SPECIFICALLY DIRECTED BY LANDSCAPE ARCHITECT. THESE GUIDELINES ARE TYPICAL OF ALL INSTALLATIONS UNLESS WATER SOURCE IS EFFLUENT. IN THAT CASE ALL VALVE BOXES, NO MATTER THE LOCATION, ARE TO BE PURPLE IN COLOR AND MEET ALL APPLICABLE CODES AND ORDINANCES.

BACKFLOW PREVENTER - INSTALL AS DETAILED ON DRAWINGS.
PUMP STATION - INSTALL AS DETAILED ON DRAWINGS.

SPRINKLER HEADS:

INSTALL AS DESIGNATED ON CONSTRUCTION DRAWINGS OR WHERE STAKED. SET TO FINISH AS DETAILED. SPACING OF HEADS SHALL NOT EXCEED THE MAXIMUM INDICATED ON THE DRAWINGS UNLESS RE-STAKED BY LANDSCAPE ARCHITECT. IN NO CASE SHALL THE SPACING EXCEED THE RECOMMENDATION OF THE MANUFACTURER. INSTALL ON DOUBLE SWING-JOINT RISERS AS DETAILED. ANGLED NIPPLE RELATIVE TO NON-PRESSURE LINE SHALL BE NO MORE THAN FORTY-FIVE (45) DEGREES OR LESS THAN TEN (10) DEGREES. ADJUST PART CIRCLE HEADS FOR PROPER COVERAGE. ADJUST HEADS TO CORRECT HEIGHT AFTER SOD PLACEMENT. PLANT PLACEMENT SHALL NOT INTERFERE WITH SPRINKLER COVERAGE, PIPING, OR OTHER EQUIPMENT. NO OVERSPRAY WILL BE PERMITTED ONTO PUBLIC STREETS, WALLS, OR OTHER ARCHITECTURAL FEATURES.

WATER METER:

INSTALLED BY OTHERS

CONTROL VALVES:

INSTALL TOP OF CROSS HANDLE A MAXIMUM OF THREE INCHES (3") BELOW FINISHED GRADE WHERE SHOWN ON DRAWINGS AND AS DETAILED. WHEN GROUPED TOGETHER, ALLOW A MINIMUM OF TWELVE INCHES (12") BETWEEN VALVE BOX SIDES. SPACE CONTROL VALVES ACCORDINGLY. INSTALL EACH REMOTE CONTROL VALVE IN A SEPARATE VALVE BOX. INSTALL VALVE BOXES FLUSH WITH GRADE. WHEN PARALLEL TO ROADWAY, SIDEWALK OR OTHER PERMANENT ELEMENT OR STRUCTURE, CONTROL VALVE AND BOX ARE TO BE INSTALLED PERPENDICULAR TO ELEMENT OR STRUCTURE, SPACED EQUALLY.

MAINLINE GATE VALVES - INSTALL AS DETAILED ON DRAWINGS.

AIR-RELEASE VALVES - INSTALL AS DETAILED ON DRAWINGS.

CONTROL WIRING:

ALL CONTROL WIRING TO BE LAID TO BOTTOM AND SIDE OF PRESSURE SUPPLY PIPE TRENCH. SEPARATE WIRE TRENCHES WILL NOT BE ALLOWED UNLESS APPROVED BY CONSULTANT PRIOR TO INSTALLATION.

INSTALL MINIMUM ONE (1) EXTRA CONTROL WIRE TO THE CONTROL VALVE LOCATED THE GREATEST DISTANCE FROM THE CONTROLLER IN BOTH DIRECTIONS AND LABEL EACH END BLANK.

BACKFILLING:

DO NOT BEGIN BACKFILLING OPERATION UNTIL REQUIRED SYSTEM TESTS HAVE BEEN COMPLETED. BACKFILL SHALL NOT BE DONE IN FREEZING WEATHER EXCEPT WITH PRIOR WRITTEN APPROVAL BY CONSULTANT. LEAVE TRENCHES SLIGHTLY MOUNDED TO ALLOW FOR SETTLEMENT AFTER BACKFILLING IS COMPLETE. TRENCHES SHALL BE FINISHED GRADED PRIOR TO WALK-THROUGH OF SYSTEM BY CONSULTANT.

ALL PRESSURE SUPPLY PIPES SHALL BE BEDDED WITH CONSTRUCTION GRADE SAND FOUR INCHES (4") BELOW INVERT OF PIPE, TO SIX INCHES (6") ABOVE TOP OF PIPE AND WIDTH OF TRENCH WHEN SITE CONDITIONS ARE ROCKY OR OTHERWISE UNFAVORABLE.

MATERIALS - EXCAVATED MATERIAL IS GENERALLY CONSIDERED SATISFACTORY FOR BACKFILLING PURPOSES AFTER COMPLETING BEDDING REQUIREMENTS. BACKFILL MATERIALS SHALL BE FREE OF RUBBISH, VEGETATIVE MATTER, FROZEN MATERIALS, AND STONES LARGER THAN TWO INCHES (2") IN MAXIMUM DIMENSION. DO NOT MIX SUBSOIL WITH TOPSOIL. MATERIAL NOT SUITABLE FOR BACKFILL SHALL BE HAULED AWAY. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING SUITABLE BACKFILL IF EXCAVATED MATERIAL IS UNACCEPTABLE, OR NOT SUFFICIENT TO MEET BACKFILL, COMPACTION, AND FINAL GRADE REQUIREMENTS.

DO NOT LEAVE TRENCHES OPEN FOR A PERIOD OF MORE THAN FORTY-EIGHT (48) HOURS. OPEN EXCAVATIONS SHALL BE PROTECTED IN ACCORDANCE WITH OSHA REGULATIONS.

COMPACT BACKFILL TO NINETY PERCENT (90%) MAXIMUM DENSITY IN SIX INCH (6") LIFTS, DETERMINED IN ACCORDANCE WITH ASTM D155-7 UTILIZING THE FOLLOWING METHODS:

A. MECHANICAL TAMPING;
B. PUDDLING OR PONDING. PUDDLING OR PONDING AND/OR JETTING IS PROHIBITED WITHIN TEN FEET (10'-0") OF BUILDING OR FOUNDATION WALLS.

PIPING UNDER PAVING:

PROVIDE FOR A MINIMUM COVER OF TWENTY-FOUR INCHES (24") BETWEEN THE TOP OF THE PIPE AND THE BOTTOM OF THE AGGREGATE BASE FOR ALL PRESSURE AND NON-PRESSURE PIPING INSTALLED UNDER ASPHALT CONCRETE OR CONCRETE PAVING. PROVIDE SLEEVING AS REQUIRED BY MUNICIPALITY, OR AS SHOWN ON PLANS.

PIPING SHALL BE BEDDED WITH CONSTRUCTION GRADE SAND - SIX INCHES (6") BELOW PIPE TO SIX INCHES (6") ABOVE PIPE AND THE WIDTH OF THE TRENCH.

COMPACT BACKFILL MATERIAL IN SIX INCH (6") LIFTS AT NINETY-FIVE PERCENT (95%) MAXIMUM DENSITY DETERMINED IN ACCORDANCE WITH ASTM D1557 USING MANUAL OR MECHANICAL TAMPING DEVICES.

SET IN PLACE, CAP, AND PRESSURE TEST ALL PIPING UNDER PAVING, IN PRESENCE OF CONSULTANT OR OWNER PRIOR TO BACKFILLING AND PAVING OPERATIONS.

PIPING UNDER EXISTING WALK OR CONCRETE PAVEMENT SHALL BE DONE BY JACKING, BORING, OR HYDRAULIC DRIVING, BUT WHERE CUTTING OR BREAKING OF WALKS AND/OR CONCRETE IS NECESSARY, IT SHALL BE DONE AND REPLACED AT NO COST TO THE OWNER. OBTAIN PERMISSION AND PRIOR APPROVAL FROM OWNER TO CUT OR BREAK WALKS AND / OR CONCRETE.

3.04 FIELD QUALITY CONTROL

FLUSHING:

AFTER PIPING, RISERS, AND VALVES ARE IN PLACE AND CONNECTED, BUT PRIOR TO INSTALLATION OF EMITTER HEADS, QUICK COUPLER VALVES, AND AIR RELEASE VALVES, THOROUGHLY FLUSH PIPING SYSTEM UNDER FULL HEAD OF WATER PRESSURE FROM DEAD END FITTINGS. MAINTAIN FLUSHING FOR FIVE (5) MINUTES THROUGH FURTHERMOST VALVES. CAP RISER AFTER FLUSHING.

TESTING:

CONDUCT TESTS IN PRESENCE OF CONSULTANT. ARRANGE FOR PRESENCE OF CONSULTANT A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF TESTING. SUPPLY FORCE PUMP AND ALL OTHER TEST EQUIPMENT. AFTER BACKFILLING, AND INSTALLATION OF ALL CONTROL VALVES & QUICK COUPLER VALVES, FILL PRESSURE SUPPLY PIPE WITH WATER, AND PRESSURIZE TO FORTY (40) PSI OVER THE DESIGNATED STATIC PRESSURE OR ONE HUNDRED TWENTY (120) PSI, WHICHEVER IS GREATER, FOR A PERIOD OF TWO (2) HOURS.

A. LEAKAGE, PRESSURE LOSS - TEST IS ACCEPTABLE IF NO LEAKAGE OR LOSS OF PRESSURE IS EVIDENT DURING TEST PERIOD.
B. LEAKS - DETECT AND REPAIR LEAKS.
C. RETEST SYSTEM UNTIL PRESSURE CAN BE MAINTAINED FOR THE DURATION OF THE TEST.
D. BEFORE FINAL ACCEPTANCE, PRESSURE SUPPLY LINE SHALL REMAIN UNDER PRESSURE FOR A PERIOD OF FORTY-EIGHT (48) HOURS.

WALK-THROUGH FOR SUBSTANTIAL COMPLETION:

A. ARRANGE FOR CONSULTANT'S PRESENCE A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF WALK-THROUGH;
B. ENTIRE SYSTEM SHALL BE COMPLETELY INSTALLED AND OPERATIONAL PRIOR TO SCHEDULING OF WALK-THROUGH. ALL SODDED AREAS ARE TO BE COMPLETE WITH HEAD HEIGHT AND VALVE BOXES ADJUSTED ACCORDINGLY;
C. OPERATE EACH ZONE IN ITS ENTIRETY FOR CONSULTANT AT TIME OF WALK-THROUGH, AND OPEN ALL VALVE BOXES;
D. CONSULTANT SHALL GENERATE A LIST OF ITEMS TO BE CORRECTED PRIOR TO FINAL COMPLETION ("PUNCH LIST");
E. FURNISH ALL MATERIALS AND PERFORM ALL WORK REQUIRED TO CORRECT ALL INADEQUACIES DUE TO DEVIATIONS FROM CONTRACT DOCUMENTS, AND AS DIRECTED BY CONSULTANT;
F. DURING WALK-THROUGH, EXPOSE ALL DRIP EMITTERS AND SPRINKLERS UNDER OPERATIONS FOR OBSERVATION BY CONSULTANT TO DEMONSTRATE THAT THEY ARE PERFORMING AND INSTALLED AS DESIGNED; PRIOR TO PLACING OF ALL MULCH MATERIAL. SCHEDULE SEPARATE WALK-THROUGH IF NECESSARY.

WALK-THROUGH FOR FINAL COMPLETION:

A. ARRANGE FOR CONSULTANT'S PRESENCE A MINIMUM OF FORTY-EIGHT (48) HOURS IN ADVANCE OF WALK-THROUGH;
B. SHOW EVIDENCE TO CONSULTANT THAT OWNER HAS RECEIVED ALL ACCESSORIES, CHARTS, RECORD DRAWINGS, AND EQUIPMENT AS REQUIRED BEFORE FINAL COMPLETION WALK-THROUGH IS SCHEDULED;
C. OPERATE EACH ZONE IDENTIFIED AS DEFICIENT AT SUBSTANTIAL COMPLETION WALK-THROUGH FOR CONSULTANT TO REVIEW AT TIME OF FINAL COMPLETION WALK-THROUGH TO ENSURE CORRECTION OF ALL INCOMPLETE ITEMS;
D. ITEMS DEEMED NOT ACCEPTABLE BY CONSULTANT SHALL BE REWORKED TO THE COMPLETE SATISFACTION OF CONSULTANT;
E. IF AFTER REQUEST TO CONSULTANT FOR A WALK-THROUGH FOR FINAL COMPLETION OF THE IRRIGATION SYSTEM, CONSULTANT FINDS ITEMS DURING WALK-THROUGH TO BE DEFICIENT, CONTRACTOR SHALL BE CHARGED FOR ALL SUBSEQUENT WALK-THROUGHS. FUNDS WILL BE WITHHELD FROM FINAL PAYMENT AND/OR RETAINAGE TO CONTRACTOR, IN AMOUNT EQUAL TO ADDITIONAL TIME AND EXPENSES REQUIRED BY CONSULTANT TO CONDUCT AND DOCUMENT FURTHER WALK-THROUGHS AS DEEMED NECESSARY TO ENSURE COMPLIANCE WITH CONTRACT DOCUMENTS.

3.05 ADJUSTING

UPON SUBSTANTIAL COMPLETION OF INSTALLATION, FINE-TUNE ENTIRE SYSTEM BY REGULATING VALVES, ADJUSTING SPRAY PATTERNS AND BREAK-UP ARMS/SCREWS, AND SETTING PRESSURE REDUCING VALVES OR THROTTLING ELECTRIC VALVE FLOW CONTROL STEMS TO PROPER PRESSURE SETTINGS TO PROVIDE OPTIMUM AND EFFICIENT COVERAGE. FLUSH AND ADJUST ALL SPRINKLER HEADS FOR OPTIMUM PERFORMANCE AND TO PREVENT OVERSPRAY ONTO WALKS, ROADWAYS, AND BUILDINGS AS MUCH AS POSSIBLE. HEADS OF SAME TYPE SHALL BE OPERATING AT SAME PRESSURE +/- SEVEN PERCENT (7%).

IF IT IS DETERMINED THAT IRRIGATION ADJUSTMENTS WILL PROVIDE PROPER AND MORE ADEQUATE COVERAGE, MAKE SUCH ADJUSTMENTS PRIOR TO FINAL ACCEPTANCE, AS DIRECTED, AT NO ADDITIONAL COST TO OWNER. ADJUSTMENTS MAY ALSO INCLUDE CHANGES IN NOZZLE SIZES, DEGREES OF ARC, AND CONTROL VALVE THROTTLING.

ALL SPRINKLER HEADS SHALL BE SET PERPENDICULAR TO FINISH GRADE UNLESS OTHERWISE DESIGNATED.

AREAS WHICH DO NOT CONFORM TO DESIGNATED OPERATION REQUIREMENTS DUE TO UNAUTHORIZED CHANGES OR POOR INSTALLATION PRACTICES SHALL BE IMMEDIATELY CORRECTED AT NO ADDITIONAL COST TO THE OWNER.

3.06 CLEANING

MAINTAIN CONTINUOUS CLEANING OPERATION THROUGHOUT DURATION OF WORK. ALL TRASH OR DEBRIS GENERATED BY INSTALLATION OF IRRIGATION SYSTEM SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR OFF-SITE.

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REGISTERED LANDSCAPE ARCHITECT
CERTIFICATE NO. 45440
ANDREW D. BARON
ARIZONA, U.S.A.
EXP. 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Irrigation Specifications

mattamyHOMES

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Revisions
△1
△2
△3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

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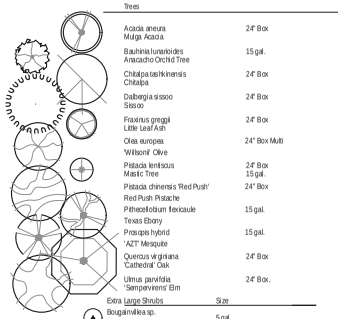

PLANT MATERIALS LEGEND

Botanical Name / Common Name	Size	Qty.	Height (in feet)	Width (in feet)	Caliper (in inches)	Emitter Allocation	Maintenance Notes
Trees							
Acacia aneura Mulga Acacia	24" Box					(4) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Bauhinia lunaroides Anacacho Orchid Tree	15 gal.					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE CLEANUP OF LEAF LITTER IN FALL
Chitalpa tashkinensis Chitalpa	24" Box					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE CLEANUP OF LEAF LITTER IN FALL
Dalbergia sissoo Sissoo	24" Box					(4) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Fraxinus greggii Little Leaf Ash	24" Box					(6) 1 GPM EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Olea europea 'Wilsonii' Olive	24" Box Multi					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE REMOVE SUCKERS FROM BASE OF TRUNK
Pistacia lentiscus Mastic Tree	24" Box 15 gal.					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Pistacia chinensis 'Red Push' Red Push Pistache	24" Box					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREe
Pithecellobium flexicaule Texas Ebony	15 gal.					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Prosopis hybrid 'AZT' Mesquite	15 gal.					(4) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM BRANCHES HIGH ON YOUNG TREES IF NEAR WALKS, REMOVE MISTLETOE & DEAD BRANCHES
Quercus virginiana 'Cathedral' Oak	24" Box					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM CANOPY TO 50% HEIGHT OF TREE
Ulmus parvifolia 'Sempervirens' Elm	24" Box.					(6) 1 GPH EMITTER	STAKE AS REQUIRED, TRIM YOUNG TREES TO ENCOURAGE GOOD BRANCHING STRUCTURE
						(6) 1 GPH EMITTER	STAKE AS REQUIRED, PERIODIC LIGHT TRIMMING TO MAINTAIN FORM
Extra Large Shrubs	**Size**						REMOVAL OF FROST DAMAGED WOOD IN THE SPRING
Bougainvillea sp.	5 gal.					(2) 1 GPH EMITTERS	CUT TO 9" AROUND NOVEMBER 1ST
Caesalpinia gilliesii 'Yellow Bird of Paradise	5 gal.					(2) 1 GPH EMITTERS	CUT TO 9" AROUND NOVEMBER 1ST
Caesalpinia mexicana Mexican Bird of Paradise	5 gal.					(2) 1 GPH EMITTERS	REGULAR SHAPING DURING GROWING SEASON
Cordia Boissieri Anacahuita	5 gal.					(2) 1 GPH EMITTERS	REGULAR SHAPING DURING GROWING SEASON
Dodonea viscosa Hopbush	5 gal.					(2) 1 GPH EMITTERS	THIN AND HEAD BACK IN EARLY SPRING, REMOVE DEAD WOOD
Tecoma spp.	5 gal.					(2) 1 GPH EMITTERS	
Vauquelinia californica Arizona Rosewood	5 gal.					(2) 1 GPH EMITTERS	VIGOROUS GROWTH OF TERMINALS MAY REQUIRE HEADING BACK TO MAINTAIN DENSE COMPACT FORM
Large Shrubs	**Size**						
Cassia artemisioides 'Silver' Silver Cassia	5 gal.					(2) 1 GPH EMITTERS	ESSENTIALLY MAINTENANCE FREE
Leucophyllum sp.	5 gal.					(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Ligustrum japonicum Japanese Privet	5 gal.					(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Simmondsia Chinensis Jojoba	5 gal.					(2) 1 GPH EMITTERS	REGULAR SHAPING DURING GROWING SEASON
Nerium Oleander 'Little Red' Oleander 'Little Red'	5 gal.					(2) 1 GPH EMITTERS	SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL
Medium Shrubs	**Size**						
Eremophila sp.	5 gal.					(2) 1 GPH EMITTERS	SELECTIVELY PRUNE AFTER BLOOMING FINISHED IN APRIL
Leucophyllum frutescens 'compacta' Compact Texas Sage	5 gal.					(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Ruellia britoniana Ruellia	5 gal.					(2) 1 GPH EMITTERS	CUT BACK IN LATER WINTER TO REMOVE FROST DAMAGE AND RENEW GROWTH
Teucrium fruticans Bush Germander	5 gal.					(2) 1 GPH EMITTERS	LOW MAINTENANCE
Small Shrubs	**Size**						
Buxus microphylla japonica Green Beauty Boxwood	5 gal.					(2) 1 GPH EMITTERS	SELECTIVELY PRUNE
Callistemon viminalis 'Little John' Little John Bottle Brush	5 gal.					(2) 1 GPH EMITTERS	REGULAR TRIMMING AND HEDGING WILL REDUCE FLOWERING
Guara lindheimeri Pink Guara	1 gal.					(2) 1 GPH EMITTERS	REMOVE & REPLACE DEAD PLANT AFTER IT BLOOMS
Russelia equisiformis Coral Fountain	5 gal.					(2) 1 GPH EMITTERS	LOW MAINTENANCE
Groundcovers	**Size**						
Eremophila prostrata Outback Sunrise Eremophila	1 gal					(2) 1 GPH EMITTERS	ESSENTIALLY MAINTENANCE FREE
Gazania rigens 'Sun Gold' Trailing Yellow Gazania	1 gal.					(2) 1 GPH EMITTERS	SELECTIVELY PRUNE IN WINTER TO RENEW
Lantana sp.	1 gal.					(2) 1 GPH EMITTERS	PRUNE TO SHAPE OR TO REMOVE FROST-DAMAGED WOOD
Rosmarinus officinalis 'Prostratus' Trailing Rosemary	1 gal.					(2) 1 GPH EMITTERS	HEAD BACK AND THIN BRANCHES PERIODICALLY TO KEEP PLANTS FULL AND ATTRACTIVE
Teucrium chamaedrys 'prostratum' Prostrate Germander	1 gal.					(2) 1 GPH EMITTERS	LOW MAINTENANCE
Cacti/ Accents	**Size**						
Agave spp.	5 gal.					(1) 0.5 GPH EMITTER	REMOVE AND REPLACE DEAD PLANT AFTER BLOOMS
Aloe barbadensis Medicinal Aloe	5 Gal.					(1) 1 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Bouteloua gracilis Blond Ambition	1 gal					(1) 1 GPH EMITTER	LOW MAINTENANCE
Cereus hildmannianus Queen of the Night	5 gal.					(1) 1 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Dasylirion sp.	5 gal.					(1) 0.5 GPH EMITTER	CUT TO THE GROUND IN LATE WINTER OR EARLY SPRING
Euphorbia spp.	1 gal					(1) 1 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Hesperaloe sp. Pink Parade Pink Parade Hesperaloe	3 gal.					(1) 1 GPH EMITTER	REMOVE SPENT FLOWER STALKS
Hesperaloe parviflora 'Brakelights' Red Yucca	3 gal.					(1) 1 GPH EMITTER	REMOVE SPENT FLOWER STALKS
Muhlenbergia lindheimeri 'Autumn Glow'	5 gal.					(1) 1 GPH EMITTER	CUT TO THE GROUND IN WINTER OR EARLY SPRING
Muhlenbergia rigens Deer Grass	1 gal.					(1) 1 GPH EMITTER	CUT TO THE GROUND IN WINTER OR EARLY SPRING
Muhlenbergia rigida 'Nashville' Nashville Muhly Grass	5 gal.					(1) 1 GPH EMITTER	CUT TO THE GROUND IN WINTER OR EARLY SPRING
Nolina matapensis Beargrass	5 gal.					(1) 1 GPH EMITTER	LOW MAINTENANCE
Opuntia sp.	5 gal.					(1) 1 GPH EMITTER (1) 0.5 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Portulacaria afra minima Dwarf Elephant Food	5 gal.					(1) 1 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE
Yucca sp.	5 gal.					(1) 0.5 GPH EMITTER	ESSENTIALLY MAINTENANCE FREE

PLANT MATERIALS LEGEND

Botanical Name / Common Name	Size	Qty.	Height (in feet)	Width (in feet)	Caliper (in inches)	Emitter Allocation	Maintenance Notes
Vines	**Size**						
Bougainvillea 'California Gold' Orange Bougainvillea	5 gal					(2) 1 GPH EMITTER	REMOVAL OF FROST DAMAGED WOOD IN THE SPRING
Ficus pumila Creeping Fig	5 gal					(2) 1 GPH EMITTER	PRUNE MATURE PARTS OF PLANT TO GET MORE DESIRABLE LEAVES

MONTHLY MAINTENANCE

JANUARY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO.
FEBRUARY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; APPLY PRE-EMERGENT TO CONTROL SPRING AND EARLY SUMMER WEEDS, APPLY ONE TIME FEBBRUARY 25 TO MARCH 25.
MARCH	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; TRIM YELLOW LANTANA PER NOTES; TRIM OLEANDER, BOUGAINVILLEA, RUELLIA PER NOTES.
APRIL	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE GRASS AT 3/4" OR SHORTER TO ENCOURAGE SPRING TRANSITION TO BERMUDA GRASS; TRIM VALENTINE NO LATER THAN APRIL 7.
MAY	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO; MAINTAIN RYE AT 1/2" WITH A REEL MOWER UNTIL THE OVERSEED DIES.
JUNE	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT; REMOVE THATCH MORE THAN 1/2" THICK; AERIFY AS NEEDED DURING THE FIRST 4 WEEKS OF SUMMER.
JULY	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT RECOMMENDED HEIGHT.
AUGUST	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE.
SEPTEMBER	LAWN MAINTENANCE - BERMUDA GRASS - FERTILIZE ONCE WITH 3:2 RATIO; MOW AT MAXIMUM RECOMMENDED HEIGHT TO ENHANCE STRESS TOLERANCE; TURN OFF TURF IRRIGATION ONE WEEK PRIOR TO SCALPING BERMUDA GRASS.
OCTOBER	LAWN MAINTENANCE - PERENNIAL RYE - SCALP AND LIGHTLY DETHATCH BERMUDA GRASS NO EARLIER THAN SEPTEMBER 25; REPAIR AND ADJUST ROTOR OR SPRAY HEADS IF NEEDED; PLANT PERENNIAL RYE GRASS AT RATE OF 15 POUNDS PER 1000 SQ. FT.
NOVEMBER	LAWN MAINTENANCE - PERENNIAL RYE - WHEN OVERSEEDED RYE IS 2", BARELY MOW THE RYE NO SHORTER THAN 1-1/2". ONCE ESTABLISHED WHEN EACH PLANT HAS 3 TO 4 BLADES, LOWER THE MOWER HEIGHT ; TRIM RED BIRD PER NOTES.
DECEMBER	LAWN MAINTENANCE - PERENNIAL RYE - FERTILIZE ONCE WITH 3:2 RATIO SPRAY PER-EMERGENT (SURFLAN) IN DECOMPOSED GRANITE PLANTING AREAS DURING THE MONTH OF DECEMBER FOR WEED CONTROL.

LANDSCAPE MAINTENANCE GUIDELINES

The horticultural palette for Roosevelt Park is based on a traditional planting style with transitional themes. Appropriate maintenance of the plantings is important to maintain the viability, appearance, and style that are consistent with this theme. A permanent, underground automatic irrigation system shall be provided to all plant materials creating a viable landscape. ABLA and the City of Avondale- have created the following landscape maintenance specifications.

In addition, all landscape areas should be maintained according to their approved landscape plans and original plant palette. Landscape areas are to be kept clean and free of weeds, debris, and refuse. The removal of dead plant material is important as well as infected plant material. An efficient landscape maintenance plan can help reduce the overall cost of landscape maintenance by reducing water consumption, general pruning and maintenance, time, materials, and stress. Debris removal should be the primary concern, followed by time and labor for monthly pruning. Excessive pruning removes the blooms and destroys the natural shape of the plant material, promoting excessive woody growth and in some cases destroying the plants overall aesthetics. Poor irrigation system maintenance can lead to wasteful and high water usage due to over watering and faulty systems.

Site Maintenance

It is the responsibility of the Landscape Maintenance Contractor to maintain the project in a clean, safe and respectable manner.

Debris Pick Up

All areas of responsibility are to be kept clean and free of debris including, but not limited to: trash, leaves, branches, dead plant material, windblown trash, and plant debris. In addition, human litter, such as: cigarette butts, cans, bottles and paper shall also be removed. Debris is to be picked up and removed on a daily basis.

Debris as a result of landscape maintenance operations should be disposed of at designated locations.

Hardscape Maintenance

Hardscape surfaces; such as sidewalks, medians, curbs, entrances, and bike paths should be swept or blown off on a weekly basis, or more frequently if needed.

Open Space Maintenance

All spillway and retention areas will be raked, swept, blown, or hand picked to remove any trash or debris on a weekly basis, or as determined by Association. Additional maintenance shall be decided by the Association and billed as time and materials as approved by the Association.

Paved Surfaces

Keep pathways, sidewalks, gutters, curbs and other hard surfaces clean and free of debris. Litter, dirt, gravel, etc, should not be allowed to accumulate. Do not use irrigation gate valves to wash paved areas.

Keep a neat border by not allowing overspill between paved surfaces and gravel mulch, planting and turf areas.

Gravel Areas

Concrete headers should be maintained in a neat condition. Maintain gravel mulch and soil levels at the correct grade in relation to concrete headers. Regrade or fill as necessary all stained or missing gravel to match existing. Keep mulches at least 2-4 inches from plant stems or trunks.

Gravel depths should be maintained in a clean, uniform and neat manner throughout the project site. Gravel should be replaced when necessary to repair damage from vandalism, irrigation, chemical breakdown, erosion, maintenance, vehicles, human impact, etc.

All granite areas are to be raked to an aesthetically pleasing appearance as needed, but no less than once a month.

Planting Wells

Maintain existing plant wells.

Storm Grate Cleaning

Storm grates are to be clean and free of debris. Check after major storms and management notified of clear condition.

Irrigation Maintenance

Seasonal

Irrigation should be operated using available 'Smart' technology provided by the manufacturer. After setting the initial appropriate schedule, using the controller in 'Smart' mode, the irrigation system will use the minimum amount of water necessary to maintain growth, health and the vigor of all plant materials. Contact the controller manufacturer local representative for advanced settings. At least four times yearly a thorough check of all parts of the irrigation system shall be performed, and the system confirmed to be working properly. General maintenance includes, but is not limited to, the following:

1. Check accuracy of controller operation.
2. Replace battery pack annually, or as recommended by manufacturer.
3. Open and close control valves to assure proper operation.
4. Check for leaks, erosion areas, standing and muddy water. Repair as required.
5. Open valve boxes while under operation and check for leaks.
6. Check for broken and missing sprinkler parts and repair using the same nozzles and spray bodies.
7. Check heads and sprinklers are plumb and flush with the soil surface.
8. Clean areas of debris or grass that is affecting sprinkler spray.
9. Make sure there is no overspray onto sidewalks, streets, walls, and buildings.
10. Replace and/or fix emitters and tubing.
11. Assure proper and efficient emitter placement near plant materials.
12. Move emitter emission points as plants mature.
13. Check that basin size is within dripline and adjust accordingly.
14. Flush Y strainers on all drip valves annually, or as required to keep emitters operating.
15. Confirm proper operation and calibration of all master valves and flow sensors annually.
16. Check accuracy of PSI at pressure regulators

The following Landscape Watering and Maintenance Calendar is recommended:

January Flush irrigation system and check the filters.
February Move emitter emission points as needed.
April Check irrigation system thoroughly. Replace controller backup battery.
June Check emitters and sprinklers.
July Check controller settings after every power outage.
August Check emitters and sprinklers.
September Move emitters out to dripline.
October **Adjust controller for overseeding schedule.**
November Check irrigation system thoroughly.

Irrigation controllers shall receive initial programming that will include input from sensors, weather access and configurable zone properties to a standardized evapotranspiration (ET) equation. Controller should also be set automatic shutdown and notification in case of emergencies and show actual flow records and responses in real time. Contact controller manufacturer representative for advanced setting features. 'Smart' operation shall then be initiated and should not need adjustment except during overseeding grow-in once a year. Close observation of operation and plant health should be observed and noted. Landscape Maintenance Contractor is to provide a monthly report to the Management Company on observations.

Emitter Schedule

See legend at left for DRIP EMITTER SCHEDULE.

Frequent Inspections

The Landscape Maintenance Contractor shall provide an initial Irrigation programming and operation settings log. A copy of this log should be available at all times and a copy given to the Manager and Association after routine inspection. The log should include, but is not limited by:

1. Location of all controllers.
2. Initial programming settings.
3. Controller Station Data sheet.
4. Landscape Maintenance Contractors initials and date.

Repair

The Landscape Maintenance Contractor is responsible to employ qualified irrigation technicians to maintain and repair irrigation systems on site. The Landscape Maintenance Contractor shall keep an inventory of commonly required repair parts on site to facilitate prompt irrigation system repairs.

Repairs shall be made with the same make, model and brand of material to avoid adversely affecting the system's efficiency by use of a different part. All irrigation components shall meet the requirements set forth in the original design intent.

Plant Maintenance

Plant maintenance is especially important in the early stages of establishment. Landscape plantings will require maintenance throughout the different seasons.

Primary maintenance tasks include, but are not limited to:

1. Consistent and regular irrigation, including water application in response to specific requirements above the seasonal climatic schedule. Throughout the site quick coupling valves have been placed for this purpose.
2. Weed control, fertilization, insect and disease control and prevention.
3. Pruning of trees and shrubs as directed by a certified tree worker and/or certified arborist and is to meet the guidelines set forth in this manual.

Seasonal

Weekly inspection's should be conducted and documented to analyze plant material for health signs such as the following:

1. Health Loss - In normal and thriving plants this will appear as a failure to grow, droopy or unopened flowers or leaves, small leaf forms for the species, leggy or thin growth. The causes for these symptoms could range from heat stress, over or under watering, wind or frost damage, incorrect installation, damage, desiccation or changed growing circumstances. Individual treatment for each problem is required when determining circumstances of decline and treatment.
2. Disease - leaf withering, dieback, galled, swollen or blackened branches, cancer, fungus, oozing bark, root rot, blotchy or discolored foliage.
3. Soil, Fertilizer, Chemical Imbalance - fertilizer burn at the leaf margins, yellowish-green or uncharacteristically yellow leaf color (chlorosis), brown-yellow salt burn at the leaf malThe application of fertilizers and soil chemicals should be applied with discrimination and care, confined strictly to affected areas only. Plant maintenance specifics should be consulted.

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. EXPIRES 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona

Maintenance Plan

mattamy HOMES

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Revisions
1
2
3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

Title: Maintence Plan
Date Issued: 05.20.2021
Scale:
Drawn By: CR
Checked By: CH, AB
Project Number:
Permit Number:
Sheet Number: LA9.1

Fertilization

All plant material in granite-covered areas will be fertilized using the following compounds:

10-20-10 at 2 pounds per 100 square feet.

Fertilization promotes plant growth and an increase in water consumption. Apply the recommended amount only.

Edges

Curbs, walkways, building edges, tree borders, planting beds and fence lines shall be edged or trimmed by weed eater with each mowing to maintain a clean appearance.

Mechanical, blade mounted edger's should be used along sidewalks, walls, curbs, drives and other areas where a uniform, clean edge is desired. Extreme care should be used to protect tree trunks from damage.

Weed Control

All granite-covered areas should be free of weeds at all times. Herbicides should be selected according to the weed it is intending to destroy. Applications should occur twice a year, once in April for summer weeds and once in September for control of winter weeds. **Total soil sterilants should never be used, as they will kill any existing vegetation, leach into nearby areas, and will stay in the soil for many years.**

Pruning Standards

All plants should be allowed to grow to their natural form and size, unless specifically noted. Plants should be pruned to promote structural strength and to accentuate their natural form and features.

Plant materials should only be pruned and thinned once a year and at specified times according to individual plant specimens. This will allow each plant to recover it's natural shape, size, texture, and seasonal color. Excessive watering promotes excessive growth and is discouraged.

Tree Pruning

Tree pruning is to be performed by a certified arborist and is to be done according to the American National Standard ANSI A300. Experienced tree arborists, whom through related on-job experience and training, are familiar with the hazards, techniques and aesthetics of this work, including pruning, thinning, maintenance, removal or repair, and the equipment that is needed for their performance should do the pruning.

Climbing spurs or irons are not permitted. Tree pruning is a potentially hazardous occupation and is to be undertaken by experienced and trained arborists, all of whom are covered by Workers Compensation, public liability and property damage, and completed operations insurance.

For use on this project, the following tree pruning classifications are to be utilized: Fine pruning, Medium pruning, and Coarse pruning.

Fine Pruning

Fine pruning involves the removal of diseased, dying, interfering, objectionable, twisted, obstructing, hazardous, weak and dead branches, as well as, selectively thinning to lessen wind resistance. Removal of these branches is to include those on the main trunks and those in the foliage area. In regards to fine pruning the following specifications apply:

1. All cuts should be cut close to parent limb or trunk, without cutting into the branch collar or leaving a stub. No flush cuts. Cuts should be clean.
2. Precutting branches may be necessary for branches that are too heavy to handle and to prevent splitting or bark peel. Branches should be lowered to the ground if there is a potential for hazard to property or to the tree as a whole specimen. Ropes and/or cherry pickers may be necessary to achieve the desired result. The weaker or least desirable of crossing limbs should be removed to as not leave a hole in the tree.
3. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution.
4. Where a tree is known to be diseased, tools should be immediately disinfected with methyl alcohol at 70% (denatured wood alcohol diluted approximately with water) or 50% Clorox (50% water solution after each cut and between trees known to be diseased) so as to mitigate transmitting the disease to other specimens.
5. Inspections on older trees should be done routinely to monitor past treatments and to ensure proper closure and callus growth.
6. Cutting the root at both ends, notching the roots center with a chisel, and removing the entire root without injuring the parent stem or bard, should treat girdling roots.
7. In reference to the above-mentioned items, any structural weakness, decayed trunks, diseased conditions, split crotches or branches should be documented in writing to the Owner and Landscape Maintenance Contractor, and corrective measures given.

Medium Pruning

Medium pruning involves the removal of diseased, dying, interfering, objectionable, twisted, obstructing, hazardous, weak and dead branches on the main trunk and those within the foliage area. Branches up to 1" in diameter may remain on occasion within the main foliage are when it is not practical to remove.

The following specifications should apply:

1. Cuts should be made close to the parent limb or trunk (without cutting into the branch collar or leaving a stub) and to allow closure under normal conditions. At all times clean cuts should be made. Where it is necessary to cut branches too heavy to handle, branches should be selectively lowered to the ground by ropes or a cherry picker, to prevent splitting or bark peel and to mitigate property or tree damage. No flush cuts.
2. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution (See background information).
3. Cuts and wounds should NOT be treated with tree wound dressing, except where open wound of certain trees may allow fungal invasion or attract insects. Great care must be taken to treat the exposed wood with a thin layer of non-toxic dressing. Dr. Mary Olsen, University of Arizona plant Pathologist recommends 10% bleach solution.
4. Where a tree is known to be diseased, tools should be immediately disinfected with methyl alcohol at 70% (denatured wood alcohol diluted approximately with water) or 50% Clorox (50% water solution after each cut and between trees known to be diseased) so as to mitigate transmitting the disease to other specimens.
5. Inspections on older trees should be done routinely to monitor past treatments and to ensure proper closure and callus growth. For cosmetic purposes the wound may be dressed with a thin layer of wound dressing where appropriate.
6. In reference to the above-mentioned items, any structural weakness, decayed trunks, diseased conditions, split crotches or branches should be documented in writing to the Owner and Landscape Maintenance Contractor, and corrective measures given.

Formal pruning, such as balling, bonsai-ing, poodle-ing, squaring, and shearing of shrubs is strictly prohibited. Constant formal pruning is time consuming, expensive, and detrimental to the health and lifespan of shrubs. Pruning can lead to an unnatural appearance, inhibit a plants ability to receive moisture and nutrients, reduce blooming, increase water consumption, create an additional plant waste and is detrimental to the plants longevity.

Pruning should be done under the following circumstances only:

1. Removal of branches that could potentially create a safety hazard to pedestrians and vehicular traffic.
2. Removal of malformed, diseased, weakened or dead branches.
3. Removal of crossing, twisted, or crowded branches.
4. Encourage, control, and direct plant growth.

Removal of branches under the above four conditions can be done during routine maintenance any time during the year. The frequency that plants are pruned depends on a variety of factors, such as, weather, natural growth habit, type of plant, flowering conditions, and landscape requirements.

Tree Staking

Tree stakes and ties should be maintained to properly support a young tree. Inspections should occur every 60 days to prevent chafing, girdling and rubbing which can cause bark wounds. Guys should be removed after one year with the stakes left in the ground. The stakes are to be removed the following year. Stakes should be cut below scaffold branches to not interfere with branch growth.

Turf Weed Control

Turf Pre-emergent

The best defense of weeds is healthy turf grass. All turf areas can be treated for broadleaf weed control. Two applications of pre-emergent weed control can be applied if weeds are a problem; one in the early spring and one in the fall to help prevent weeds from germinating. Chemical weed control should only be used on established lawns so as not to damage newly installed and seeded turf. Spot treatments of Diquat are effective on dormant winter Bermuda lawns. Labels should be followed exactly and the user should use protective clothing and thoroughly review the material safety data sheets for products being handled.

Turf Post Emergent

All turf areas shall be treated in the spring and fall for weed control. Two applications of a combination post emergent should be applied during the growing season for the control of grassy and broadleaf weeds or as directed by the Association. Additional applications will be billed as per square foot. Post emergent applications should not be used in areas where Winter Ryegrass is applied. Use products containing Glyphosate or Glufosinate as active ingredients listed on the label. Caution should be used as these are both non-selective, they will kill both grass and broadleaf plants. There are good selective products available. Labels should be followed exactly and the user should use protective clothing and thoroughly review the material safety data sheets and labeling for this products being handled.

Turf Fertilization

Bermuda responds to a fall application of potassium. It helps Bermuda grass "rest" better and then comes out of dormancy with improved vigor. Fertilization of turf and plants shall be accomplished through approved "fertilization" system. Applications shall meet or exceed the following guidelines:

Turf fertilization shall occur on a regular basis to ensure proper growth and an aesthetic appearance. Lawns that are over fertilized require more water and mowing. Once monthly fertilization is sufficient, however the minimum is 4 applications of fertilizer a year. Fertilizer shall be spread in the early morning or evening and watered in thoroughly. Iron (ferrous sulfate or iron chelates) should be added to keep grass green and to not promote excessive growth.

Recommendations include:

1. At least once a year apply a complete fertilizer i.e., 21-7-14.
2. Slow release sulfur coated urea containing trace minerals at a rate of (I) pound of nitrogen per 1000 square feet per application during the summer and fall. In winter a granular fertilizer shall be applied.
3. Analysis of turf during the growing season to ensure proper nutrient utilization and proper rate of application.

Fertilization Cycle

Early Spring	Promotes regrowth following dormancy, provides quick greening
Early Summer	Insures healthy, deep green lawn
Summer	Maintains lawn health and color
Winter	Promotes hardiness, encourages new cool-season grass growth

Mowing and Edging

Turf Heights:

Bermuda	¾" - 3½"
Perennial Rye	¾" - 2½"

Peak Growing Season

Height (inches)	Frequency (days)
½	2 - 3
1	4 - 5

Turf shall be cut uniformly with no more than 30 percent of the blade removed. Contractor will rake, bag and remove all clippings that work day after mowing unless a mulching mower is used. Frequent mowing eliminates the need to bag clippings. The closer one mows, the more often one must mow. Lower mowing heights increase stress because they reduce leaf area, which decreases the plants ability to photosynthesize. With a higher mow the deeper the root system helps grass plants withstand stress during hot weather and uses less water. Bermuda grass is dormant during the winter months and needs watering once in a 3-4 week period during this time. Mowing should be performed with equipment that is in clean, good working order with blades that are regularly sharpened to maintain uniform cutting heights and all mowers should have deflector shields. Don't mow in the same pattern each time.

All trash and debris should be cleaned up and removed prior to mowing. Uneven or gouged mowing should be corrected the day the damage results. Sprinklers should be checked after each mowing.

Scalping/De-Thatching

All turf should be scalped and de-thatched to remove excessive growth if required. Scalping occurs when mowing too closely to the turf and removing more than 1/3 of the grass blades. Turf that is too short will be less efficient with water consumption. Adjust mower to prevent scalping. Thatch is caused by over-fertilizing and over-watering. Dethatching should occur during the summer months to allow Bermuda grass to recover for the following growth period.

Turf Aeration

Aeration should be performed at least two times per year or when the turf grass is growing vigorously. Avoid aerating during the season of active weed germination. Do not aerate with a solid-tined punch tool. Allow soil plugs to remain onsite until the next turf mowing breaks them up. Fertilize and irrigate immediately after clean up of the cores. This is also a good time to add gypsum.

Turf Watering

Turf should be watered in the early morning cool period 1-3 hours before sunrise (before 5 am) to minimize excessive evaporation loss from wind and sun and provide maximum water to roots. Water should be applied to evenly distributed areas and often enough to avoid wilting in between watering periods.

Lawns shall be watered no more than six days a week during the summer, with the exception of Ryegrass. This allows for a one day dry-out for mowing and maintenance. Turf shall be watered no more and no less than to a depth of 8-10 inches.

Sprinkler heads shall be adjusted to prevent overspray onto sidewalks, walls, and streets and to provide head to head coverage.

'Smart' controller operation will monitor underwatering and overwatering of turf grasses. Visual monitoring of turf grass is recommended and should be noted in any reports to the Owner and Mangement.

Tree, Shrub, Groundcover and Vine Watering

Water and Irrigation Requirements

Optimum moisture for root establishment and growth shall be provided for a minimum of two growing seasons. Following this period, adequate water moisture levels shall be met with regard to the correct amount or water needed, for example deep watering schedule, cycle and soak, etc.

Plant materials shall receive sufficient water to meet their basic and health needs to maintain vigor and an active state of growth. Watering too little can wilt plants to the point where there is no return to health. Watering too much can starve the roots of oxygen, also leading them to a point of no return.

The Arizona Municipal Water Association designed the following watering schedule as guidelines for newly planted desert adapted plants.

Weeks 1 & 2 - Water every 1-2 days in summer, every 3-4 days fall through spring

Weeks 3 & 4 - Water every 3-4 days in summer, every 6-7 days fall through spring

Weeks 5 & 6 - Water every 4-6 days in summer, every 7-10 days fall through spring

Weeks 7 & 8 Water every 7 days in summer, every 10-14 days fall through spring

Weeks 9 & 10 Gradually extend the time between irrigations until plants are established.

NOTE: After the eighth-week, move the drip emitters to the outer edge of the root ball. *High water plants will require more frequent irrigations.

Frequency/Quantity

Watering cycle shall be adjusted during the rainy season so as to not water after rains. Shade portions of the landscape may receive 30% less water than areas in full sun. (See APPENDIX 8: WATERING SCHEDULE GUIDELINES).

Application Rates

It is the responsibility of the Landscape Maintenance Contractor to carefully monitor the irrigation system and plant material's response to determine sufficient water quantities and frequency levels. Deep, infrequent watering for trees is preferable to shallow, frequent watering. Deep-water percolation into the soil encourages deep root growth, rather than to circle at the surface as is common with shallow watering. Deep water levels encourage deep root growth, which will stabilize the tree. Over-watering, however, can encourage excessive growth and lead to more pruning and mowing.

Water depths and widths depend on the type, size and age of plant. Large trees need more water as a result of a larger root zone than a shrub or groundcover. (See APPENDIX 6: DETAILS AND SPECIFICATIONS).

Trees shall be watered to at least a 3-foot depth.
Shrubs shall be watered to a 2-foot depth.
Groundcovers, cacti, and annuals shall be watered to a 1-foot.
Turf shall be watered to a depth of ten inches.

1.1.3 Water/Soil Moisture Monitoring

A soil probe can be used to monitor moisture penetration into the root zone. Soil moisture content shall be checked routinely and documented. This information can be used to adjust the automatic controller in regards to rate of water application.

In certain circumstance hand watering may be necessary and shall be done with a hand wand to minimize impact on plant materials.

Maintain gravel mulch levels as per the Landscape Construction Documents to reduce evaporation. Plants should be reset to the proper grades and in an upright position.

Plant Replacement

Plants that are dead, diseased, and unattractive and have poor shape should be removed and replaced with the same plant as per the original landscape plan. All plants should be disease-free, healthy specimens. In addition, plants should be replaced in the same location with the soil removed and replaced. This is done to mitigate future problems if the soil is unhealthy. The Association, prior to planting, should approve any changes to plant material type.

If plant material is destroyed (or the shape altered as defined in Pruning Section) by the Landscape Maintenance Contractor due to improper pruning, the Landscape Maintenance Contractor shall replace the plant materials "in kind".

General Recommendations

As mentioned in the site description, the landscape is typical of an arid, low desert terrain. Most plants used will not be indigenous to the area and require seasonal irrigation. Maintenance needs will vary depending on each plants' adaptability to the site.

To properly maintain all the site landscape areas, it must first be appreciated that the less adapted a species is to these site conditions, the more care it must be given. Three factors are typically resulting factor in a plant species' decline: the susceptible species, the causal agent and the environment. While a fungus may be present, it does not necessarily dictate an infection in a particular plant. The plant would need to be weakened and the environment therefore becomes the causal agent to infect the species.

Visible signs of a plant's decline can be the result of a number of different factors. The primary causes can be age, disease, infestation or chemical and/or mechanical damage. Environmental factors, such as, over and under watering, can further enhance problems due to the above factors. The severity of decline depends ultimately on other stresses to which the plant is subjected to. A healthy plant can usually recover, one that is stressed can not.

Preventive Maintenance

Landscape Maintenance should take two approaches:

Curative

The Curative Approach uses minimum maintenance, the "wait and see" for a plant to respond to treatment. It also deals with problem as they arise and primarily addresses the causative agent, which requires a plant to show signs of decline before treatment.

Preventive

The Preventive Approach uses the goal of plant maintenance as their optimum preventive method. The goal is to maintain a plants optimum vitality and health because healthy plants are more resistant to disease, infestation, mechanical and chemical damage and various climatic stresses.

The Landscape Maintenance Guidelines prefer using the preventive approach. Benefits include less overall costs and healthier looking plants as it deals with the causes of decline before they happen. While there are a multitude of reasons that lead to the decline of a plant, the Landscape Maintenance Contractor is expected to be familiar and educated with the varying causal factors that can lead to and affect a plants' vitality. The Landscape Maintenance Contractor should also be familiar with some of the most common infectious organisms, insects and other pests.

In addition, due to the ever-changing market for insect and disease treatment controls, these are not a part of the guidelines. It is encouraged that the Landscape Maintenance Contractor utilizes environmental and cost-effective methods of prevention before seeking the use of costly and potentially harmful chemical treatments.

Persistent, unusual problems should be addressed with a professional horticultural consultant familiar with the pest and plant. A good source in Maricopa County is the University of Arizona, Maricopa County Cooperative Extension Service.

Potential Project Site Disease Problems

Infectious Organisms, Insects and other Pests

Being educated about the habits of insects and pests can help in discouraging or inviting them. Some insects are beneficial and are to be encouraged while others are pest and to be discouraged. Weather has a great impact on the behaviors of infectious organisms, insects and pests. Variations in climate and other weather conditions can cause unpredictable occurrences. A lack of vegetation in an arid climate most of the year can with heavy rains promote the growth of many non-indigenous plant species, and an outbreak of rodents and pests. In hot, dry weather vegetation typically dries up and these populations will migrate to more fertile, usually irrigated, lands to survive drought and heat while looking for a food source.

AB LA
310 E. RIO SALADO PARKWAY
TEMPE, ARIZONA 85281
OFFICE: 480-530-0077
WEB: ABLASTUDIO.COM

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 45440 ANDREW D. BARON Date Signed 05.20.2021 ARIZONA U.S.A. Expires 12-31-21

Roosevelt Park
Phase 4 Landscape Improvments
Avondale, Arizona
Maintenance Plan

mattamy HOMES

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Revisions
1
2
3

Issued for
☐ Design Dev.
☐ Progress
■ City Submittal 05.20.2021
☐ Bid Set
☐ Construction

Title
Maintenance Plan

Date Issued
05.20.2021

Scale

Drawn By
CR

Checked By
CH, AB

Project Number

Permit Number

Sheet Number
LA9.2

A Roosevelt Entry Monument
SCALE: 1/4"=1'-0"

B Roosevelt Entry Gates
SCALE: 1/4"=1'-0"

WALL MATERIALS

CANTERA TILE - RWC - NEGRA
(OR APPROVED EQUAL)

mattamyHOMES

ROOSEVELT PARK - PHASE 4

Entry Gates & Monument Elevations

Plan Scale: Per Detail Date: 03-26-2021

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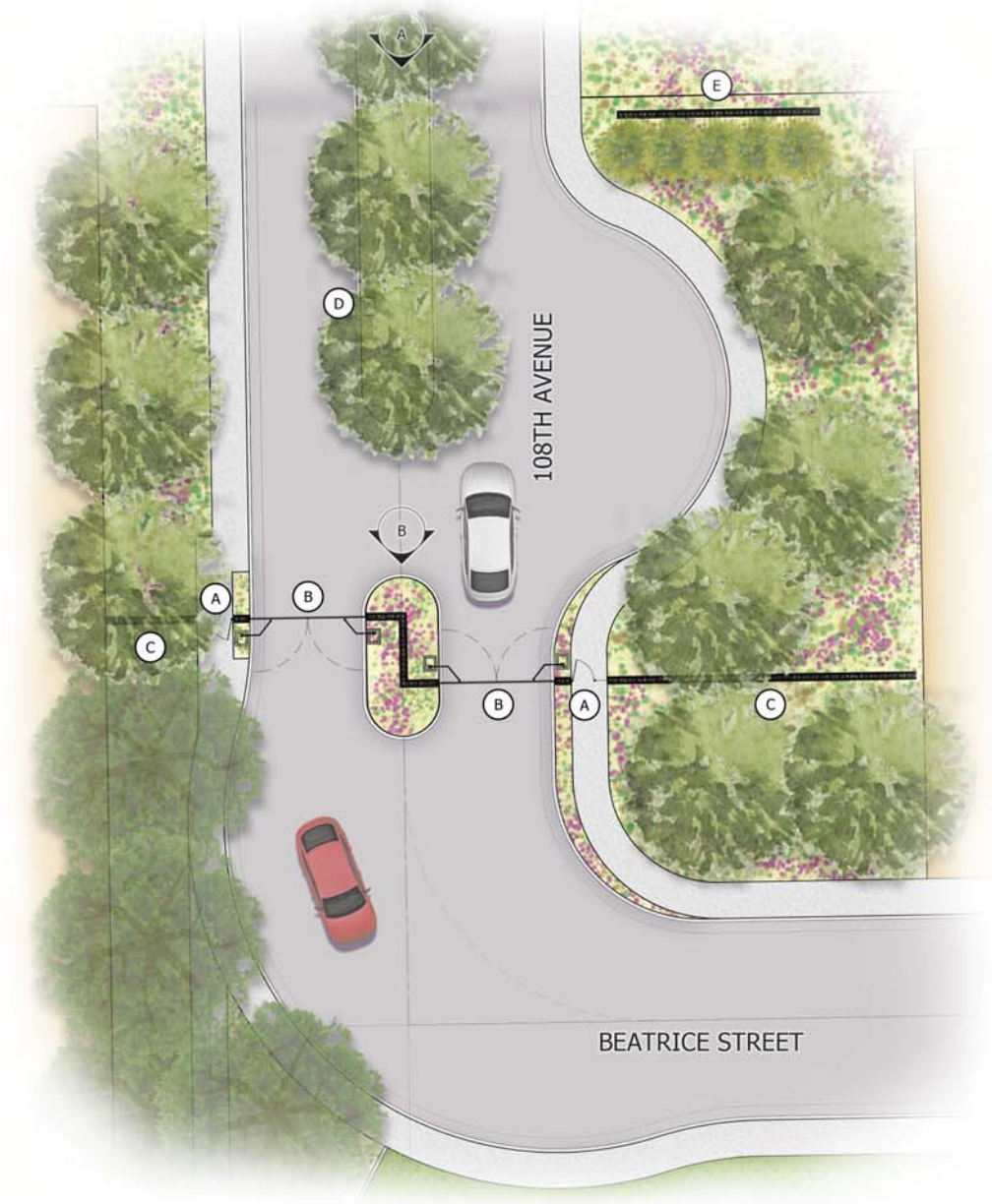

KEYNOTES

- (A) PEDESTRIAN ENTRY GATE
- (B) STEEL VEHICULAR GATE
- (C) ENTRY GATE WALL
- (D) GATE CALL BOX AND FIRE DEPARTMENT ACCESS/KNOX BOX
- (E) ENTRY MONUMENT

mattamyHOMES

ROOSEVELT PARK - PHASE 4

Entry Gates & Monument Exhibit

Plan Scale 1 : 8 Date:03-26-2021

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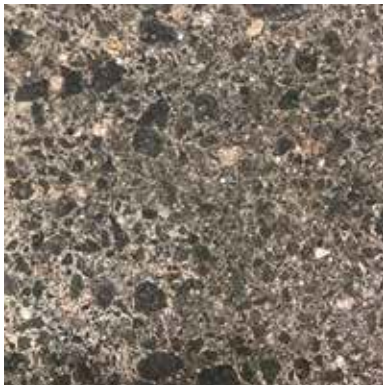

12”x12” Cantera Tile
Manufacturer: RWC
Color: Negra
Website: http://www.rwc.org/
Note: Or Approved Equal

2” Cantera Paver Cap
Manufacturer: RWC
Color: Negra
Website: http://www.rwc.org/
Note: Or Approved Equal

Vehicular Gate/
Pedestrian Gate Steel
Color: Redwood City
Finish: Powder Coat
Note: Or Approved Equal

Theme Wall
Color: Play on Gray
Note: Or Approved Equal

6”x8”x16” CMU Block
Manufacturer: Oldcastle-Superlite
Standard Gray
Note: Or Approved Equal

6”x4”x16” CMU Block
Manufacturer: Oldcastle-Superlite
Standard Gray
Note: Or Approved Equal

Polished Aluminum
Note: Or Approved Equal

View Fence Steel
Color: Spiced Hot Chocolate
Finish: Powder Coat
Note: Or Approved Equal

Exhibit H

Certificates of Adequate School Facilities

Littleton Elementary School District
Tolleson Union High School District

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CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for an amendment to the Roosevelt Park PAD and General Plan Amendment has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: Roosevelt Park PAD
Project Manager: Nick Labadie
Request: PAD and General Plan Amendment
Acreage/Parcel Size: 128 acres
Current Density Allowed: 6.21 units per acre
Density Proposed: 4.76 units per acre
Total number of residential units proposed: 607

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes [X] No [ ]

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes [ ] No [X]
If answered yes, how many acres is needed for the school site?

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? **Yes** **No**

If answered yes, please explain below:
A Donation agreement is in place to assist in the Districts needs to accommodate this development

If additional writing space is needed, please attach pages to this form

Date Reviewed: 6/5/18
School District: Littleton Elementary District
District Superintendent: Dr. Roger S. Freeman
Phone #: 623-478-5611
E-mail: freeman.roger@littletonaz.org

Signature: [redacted]

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

Avondale
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Yes [X] No [ ]

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes [ ] No [ ]
If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

If additional writing space is needed, please attach pages to this form

Date Reviewed: 5/4/2018
School District: TOLLESON UNION HIGH SCHOOL DISTRICT No. 214
District Superintendent: NORA GUTIERREZ
Phone #: 623-478-4000
E-mail: nora.gutierrez@tuhsd.org

Signature: [redacted]

It is the develope[redacted]n authorized representative of the District noted above and returned to the Development & Engineering Services Department prior to the scheduling of any City Council meetings

Item Number: 4.b.

CITY COUNCIL REPORT

SUBJECT: Dutch Bros. – Development Plan – Application PL-20-0176

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Diverse Recreation and Entertainment Opportunities - Avondale provides residents with the ability to connect with amenities, businesses, and their community, enhancing the opportunity to live, work, and enjoy a healthy, active, and affordable lifestyle.

PURPOSE:
City Council will consider a request by Mr. Bill Cantieri, PIAZZA Restaurant Development, for approval of a Development Plan for Dutch Bros., a proposed 1,093 square foot drive-through coffee shop on 1.08 acres at the southwest corner of Dale Earnhardt Drive and 114th Avenue in The BLVD. The Council will take appropriate action.

BACKGROUND:
The 1.08-acre subject property (Exhibits A and B) is located at the southwest corner of Dale Earnhardt Drive and 114th Avenue. Along with the parcel directly south, the property had previously been used as a temporary parking lot for the American Sports Center (ASC) and adjacent inline businesses. Though the temporary pavement remains in place, access to the lot was closed in Fall 2020 in preparation for sale and development of the site and the lot is no longer used.

The property was annexed and rezoned from Agricultural (AG) to City Center District (CCD) in April 2009. Following approval of The BLVD Specific Plan in September 2019, the property was rezoned to The BLVD District (BLVDD) in March 2020. The site is part of The BLVD's Park Avenue District which allows for land uses including hotels, retail, restaurants, sports and entertainment, theaters, cultural, high density residential (minimum 22 units per acre), office, and education. Additionally, a maximum of one (1) stand-alone drive through, restricted to a coffee shop only, is permitted within the Park Avenue District.

The General Plan 2030 Land Use Map was amended in September 2019 to reflect the adopted The BLVD Specific Plan land use categories. The subject property is designated by the General Plan Land Use Map

(Exhibit C) as “The BLVD Park Avenue District”, a category created to accommodate development of the core of The BLVD area, with a mix of hotel, retail, restaurant, sports, entertainment, theater, cultural, office, education, and multi-family residential uses designed to interface with adjacent streets in an urban manner and featuring modern, contemporary design. As previously noted, the property is also located within the boundary of The BLVD Specific Plan (The BSP) which provides additional guidance regarding design and character of development.

Surrounding uses and zoning include:

North of Dale Earnhardt Drive: My Place Hotels, a 63-room extended stay hotel completed and opened in 2020. The My Place Hotels parcel is zoned The BLVD District (BLVDD), part of the Park Avenue District.

East of 114th Avenue: American Sports Center (ASC), a host facility for organized sports leagues and tournaments, and an attached inline shop building occupied by several retail and service tenants. Both the ASC building and inline shops building are City-owned facilities zoned BLVDD, part of the Park Avenue District.

South: Along with the subject property, the parcel to the south had previously been used as a temporary parking lot for the American Sports Center (ASC) and adjacent inline businesses. Though the temporary pavement remains in place on the site, access to the lot was closed in Fall 2020 and the lot is no longer used. The property is zoned BLVDD, part of the Park Avenue District.

West of Avondale Boulevard: Avari Apartments, a 354-unit urban form multi-family apartment complex currently under construction on 16.44 acres zoned BLVDD, part of the Village District.

SUMMARY OF REQUEST:
All properties zoned BLVDD require Planning Commission review and City Council approval of a Development Plan prior to development. The purpose of the Development Plan application is to allow for evaluation of land use, building placement, architecture, landscaping, circulation, site lighting, signage, retention, and other aspects of design to ensure conformance with the approved BLVDD zoning, The BLVD Specific Plan, and other applicable City policy documents.

Project applicant Bill Cantieri, PIAZZA Restaurant Development, is requesting approval of a Development Plan application for Dutch Bros., a proposed drive-through coffee shop located on approximately 1.08 acres at the southwest corner of 114th Avenue and Dale Earnhardt Drive in The BLVD. As previously noted, a maximum of one (1) standalone drive-through use, restricted to a coffee shop only, is permitted within The BLVD’s Park Avenue District; if approved, the proposed Dutch Bros. will exhaust this allowance, becoming the only permitted standalone drive-through use in the Park Avenue District.

The proposed Site Plan (Exhibit E) for Dutch Bros. provides for a single point of access to the site from 114th Avenue. The proposed access will accommodate full turning movements, including both right and left turns into the site from 114th Avenue and both right and left turns egressing the site onto 114th Avenue. On-site, the proposed Dutch Bros. features a double drive-through lane wrapping around the north, west, and south sides of the coffee shop building with sufficient queuing for up to 27 vehicles. Based upon a review of a Traffic Impact Analysis for the coffee shop use, the City expects the proposed access and queuing to function adequately with no vehicle queuing anticipated outside of the designated drive-through lanes. However, a stipulation is recommended to allow the City to require a second access to the site, to be constructed by the developer, if traffic generated by Dutch Bros. exceeds what is anticipated. This second access goes out directly to Avondale Boulevard. It will be a westbound internal drive aisle south of the Dutch Bros. pad to allow vehicles to exit to Avondale Boulevard.

The coffee shop building will be 1,093 square feet in an area positioned centrally on the site, with an 850 square foot covered patio located immediately north of the proposed building. Excluding a restroom which will be accessible by customers, the proposed building will be accessible only to employees of Dutch Bros. In addition to drive-through orders, customers will be able to place orders at a pickup window located on the north side of the building adjacent to the patio area. Pedestrian access to the pickup window and patio area is provided by a decorative sidewalk connection east through the parking lot to the 114th Avenue public sidewalk; the proposed connection is provided in a location outside of the drive-through queuing lanes where pedestrian/vehicular conflicts will be minimized. Signage and striping will also be utilized to alert vehicles in the parking lot to the possibility of pedestrian activity.

As required by The BLVD Specific Plan, the proposed coffee shop is designed to be outwardly-focused with a priority placed on orienting structures to interface with adjacent streets and sidewalks. Specifically, a 75-foot-long pedestrian shade canopy featuring bench seating, decorative pavement, and a metal shade is provided along the project's 114th Avenue frontage and a similarly styled 50-foot-long drive-through canopy is provided along the site's Avondale Boulevard frontage.

A total of 25 on-site parking spaces are provided on the east and south sides of the proposed coffee shop building, exceeding the seventeen (17) spaces required by eight (8) spaces. Existing on-street angled parking spaces on 114th Avenue will also be available in the event that all on-site parking spaces are in use.

Landscaping is provided throughout the site for aesthetic enhancement and to provide shade in parking areas and along pedestrian pathways. The proposed Landscape Plan (Exhibit F) meets all City landscape requirements and primarily uses plant material that is listed on the Arizona Department of Water Resources' low-water/drought-tolerant plant catalog. Plantings include a combination of Sissoo, Red Push Pistache, and Live Oak trees accentuated with a variety of shrubs, cacti, and accent plants.

Architectural building elevations and a color/material palette are included as Exhibit G. Steps have been taken to ensure that the development incorporates high quality, diverse building architecture that furthers the aesthetic goals of The BLVD Specific Plan. As desired in The BLVD, the proposed coffee shop building is designed in a contemporary style, with multiple materials including masonry "wood plank" veneer, modern natural concrete tile, light gray stucco, and blue metal paneling reflective of the the Dutch Bros. brand. Architectural interest is further enhanced through variation in roofline height, undulating building and canopy wall planes, and the use of glazing. In addition to the primary building, both the drive-through lane canopy adjacent to Avondale Boulevard and the pedestrian canopy along 114th Avenue are designed in a complementary fashion, with materials including corrugated metal, natural concrete, "wood plank" masonry veneer, and trellised metal screens upon which climbing vines will grow to provide a natural screen that approximates the appearance of buildings extending to property lines.

Proposed signage (Exhibit H) includes small, twelve (12) to twenty (20) square foot internally illuminated pan channel Dutch Bros. logos on each of the coffee shop building's four sides and an additional 18 square foot internally illuminated pan channel logo affixed to the drive-through canopy adjacent to Avondale Boulevard. Drive-through menu board signs and navigational signs directing customers to the drive-through entrance will also be provided. No freestanding monument sign is proposed.

Street, water, and sewer improvements to Avondale Boulevard, Dale Earnhardt Drive, and 114th Avenue adjacent to the site are largely complete. The developer will be responsible for any remaining improvements needed to serve the planned development, excluding improvements to 114th Avenue (including construction of a new driveway into the property) which will be completed by the City per the approved Purchase and Sale Agreement.

The project will be developed in a single phase.

PUBLIC PARTICIPATION:
Development Plan applications are not public hearing items; thus, no public notifications are required. However, as is the City's policy, all property owners within 1,000 feet of the project boundaries were notified that the proposed development was in for City review. No property owners have contacted Staff regarding this application.

PLANNING COMMISSION ACTION:
The Planning Commission is expected to consider this item on June 16, 2021. Due to publication deadlines, the results of the Planning Commission meeting cannot be included in this report. Staff will provide the Council with a summary of Planning Commission's action during the presentation of this item on July 5, 2021.

ANALYSIS:
General Plan, The BLVD Specific Plan, and BLVDD Zoning

- A limit of one (1) standalone drive-through is permitted within The BLVD Park Avenue District. If approved, the proposed Dutch Bros. will be the sole standalone drive-through permitted in the Park Avenue District.

- The proposed plan meets all development standards for The BLVD Park Avenue District, including, but not limited to, minimum and maximum setbacks, building height, parking standards, signage allowances, and landscaping/open space requirements.

Access, Circulation, and Parking

- Based upon a review of the project's Traffic Impact Analysis, the site will be adequately served by a single point of full access to 114th Avenue. However, a stipulation is recommended to allow the City to require the developer construct a second access to the site, directly to Avondale Boulevard, if actual observed traffic conditions (upon opening of the Dutch Bros.) exceed expectations.

- The proposed double drive-through with queuing for up to 27 vehicles is expected to safely accommodate all drive-through customers with no queuing outside of the drive-through lanes.

- The proposed configuration of the site allows for sufficient on-site circulation within the development. Sufficient drive-through queuing is provided to minimize instances where parked vehicles are blocked in by vehicles in the drive-through queue.

- As required for development within The BLVD, a pedestrian connection from the coffee shop's patio area and walkup window is provided to the 114th Avenue public sidewalk. The pedestrian connection has been located where it will function most safely, away from vehicular entrances to the site and outside of the double drive-through queuing lanes. Signs, striping, and decorative paving will be used to ensure that any vehicles visiting Dutch Bros. are aware of the potential for pedestrian activity.

- The total number of on-site parking spaces provided exceeds minimum City requirements by eight (8) spaces or 47 percent. Additional existing, angled on-street parking spaces along 114th Avenue are also available for customer and/or employee use should it be needed.

- Street, water, and sewer improvements in Avondale Boulevard, Dale Earnhardt Drive, and 114th Avenue adjacent to the site are largely complete. Improvements to 114th Avenue, including construction of a new driveway for Dutch Bros., will be completed by the City per the terms of the

approved Purchase and Sale Agreement. Any improvements to Dale Earnhardt Drive and Avondale Boulevard, including the closure of the existing driveway to the site and installation of sidewalk where that driveway currently exists, will be completed by the developer of Dutch Bros. prior to the business opening.

Design

- The proposed building design features contemporary architecture that incorporates a range of high-quality materials such as “wood plank” masonry veneer, stucco, natural concrete tile, metal paneling, and glazing, furthering the City’s design goals for The BLVD.

- The proposed materials, colors, and architectural form complements existing development in The BLVD Park Avenue District (such as American Sports Center and My Place Hotels), which all incorporate unique, modern forms and vibrant accent colors.

- As required for development in The BLVD Park Avenue District, the site is designed with an outward focus. While drive-through buildings such as the proposed Dutch Bros. cannot be placed at property lines because vehicular circulation must be accommodated around all sides of the building, accessory structures are proposed along the site’s Avondale Boulevard and 114th Avenue frontages to give an outward appearance that buildings extend to those property lines. To complement the primary building and add cohesiveness to the site, all attached and detached accessory structures have been designed to incorporate the same materials, colors, and forms used on the primary building.

- Project landscaping exceeds minimum requirements and will contribute to both the aesthetics and walkability of the site.

- Planned signage complies with all applicable City requirements and complements the architecture of the proposed Dutch Bros.

DISCUSSION:

Staff recommends approval of this application for the following reasons:

- The proposed Dutch Bros. Development Plan, including the Site Plan, Landscape Plan, Building Elevations, and Comprehensive Sign Package, are in conformance with the property’s The BLVD Park Avenue District General Plan Designation, The BLVD Specific Plan, and The BLVD Park Avenue District zoning.

- The proposed Dutch Bros. Development Plan, including the Site Plan, Landscape Plan, Building Elevations, and Comprehensive Sign Package, meet or exceed development standards and requirements contained within the City of Avondale Zoning Ordinance, The BLVD Specific Plan, and Commercial Design Manual.

- The proposal achieves City objectives for outwardly-focused, contemporary, pedestrian-centered development within The BLVD.

- A Traffic Impact Analysis studying the proposed access and drive through queuing conditions has been reviewed and accepted by the City Traffic Engineer. In the event that actual traffic exceeds anticipated traffic, a stipulation requiring developer installation of a second access, directly to Avondale Boulevard, is included in Staff’s recommendation.

BUDGET IMPACT:
No budget impacts.

RECOMMENDATION:
City Council will **APPROVE** Application PL-20-0176 Dutch Bros., a request for Development Plan approval for a proposed drive-through coffee shop, subject to the following five (5) conditions of approval:

1. Development of Dutch Bros. shall conform to the following documents, except as modified by these conditions of approval:

    a. Site Plan and Site Details (Sheets A100 and A102), electronically date stamped February 10, 2021.
    b. Landscape Plan (Sheet L1.0), electronically date stamped February 10, 2021.
    c. Building Elevations (Sheets A300 and A301) and Color/Material Board, electronically date stamped February 10, 2021.
    d. Comprehensive Sign Package, electronically date stamped February 10, 2021.

2. The Site Plan approval will expire two (2) years from approval unless a building permit has been issued for the project.

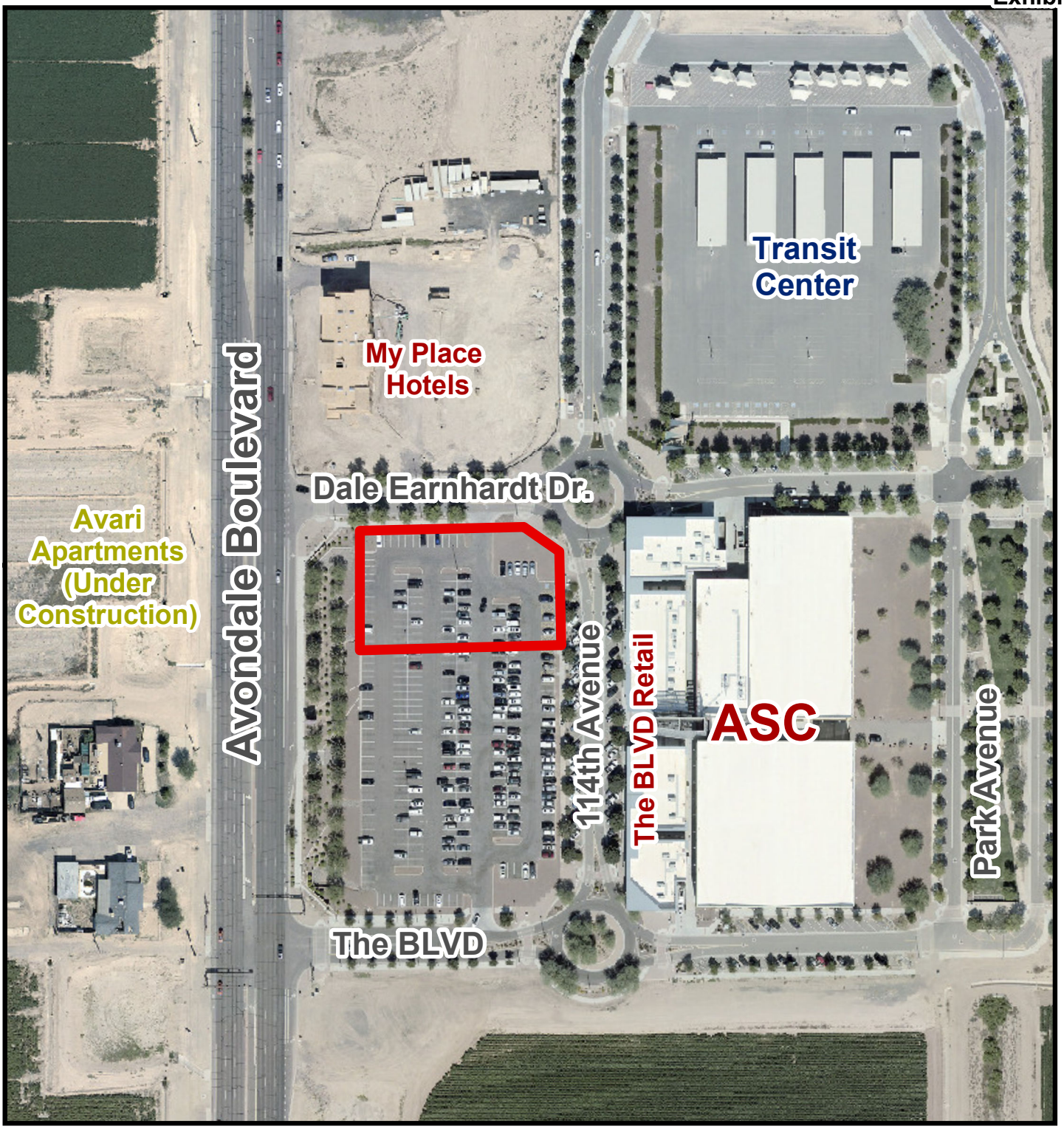
3. All development shall be completed in accordance with the City of Avondale General Engineering Requirements Manual and the City of Avondale Supplement to MAG Uniform Specifications and Details unless a standards deviation has been approved.

4. Excluding any improvements to be completed by the City as specified in the Purchase and Sale Agreement, all required off-site improvements shall be completed by the developer prior to issuance of a Certificate of Occupancy and/or Certificate of Completion.

5. In the event that actual traffic generated by the Dutch Bros. exceeds the traffic anticipated in the project's approved traffic study the City reserves the right to require the developer to complete additional traffic-related improvements, potentially including installation, at the developer's cost, of a driveway from the Dutch Bros. property to Avondale Boulevard. The developer shall, within 30 days of being notified by the City, submit a Vehicle Overflow Remediation Plan (VORP) for review and approval by the City. Upon approval of the VORP by the City, all improvements identified on the VORP must be completed by the developer within 180 days unless extenuating circumstances, as determined by the City, prevent completion of the improvements in the specified time period. In that instance, the developer and City shall agree upon an alternate timeline to achieve completion of the required improvements.

PROPOSED MOTION:
I move that City Council **APPROVE** Application PL-20-0176 Dutch Bros., a request for Development Plan approval for a proposed drive-through coffee shop, subject to five (5) recommended conditions of approval as listed in the staff report.

Exhibit A

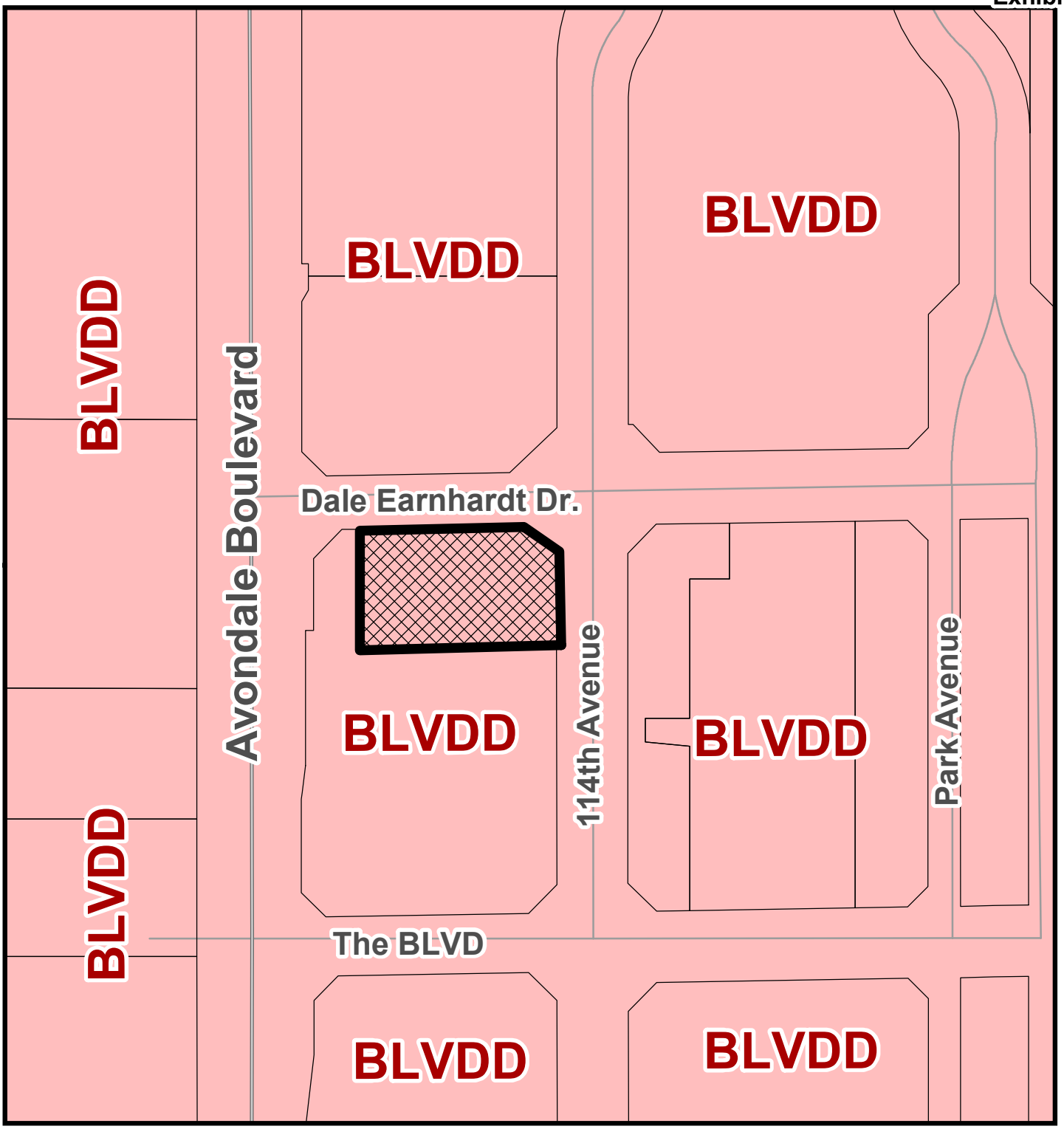


Aerial Photograph

Avondale

Subject Property

Exhibit B

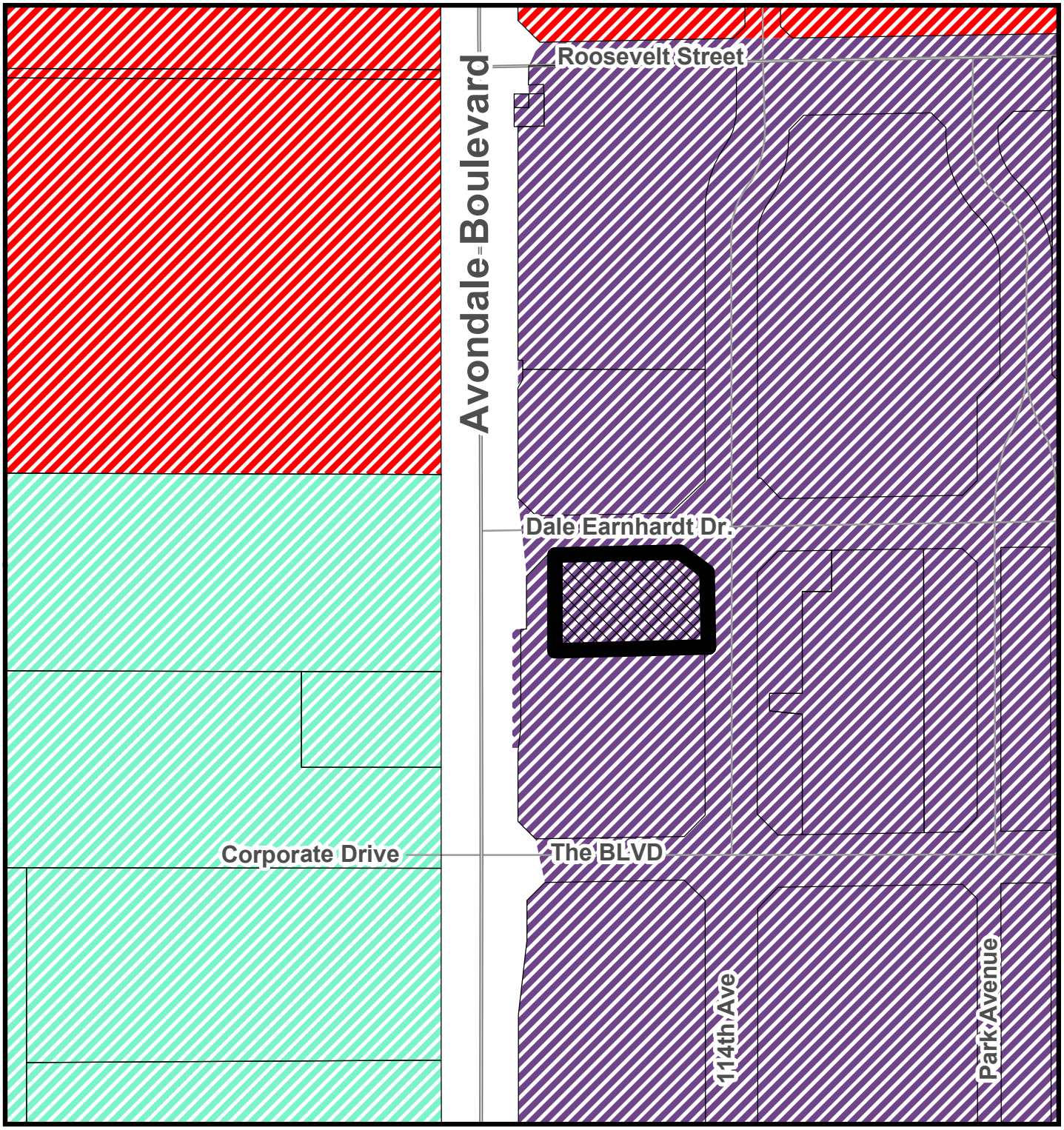


Zoning Vicinity Map

Avondale

Subject Property

Exhibit C



General Plan Land Use

- The BLVD Gateway District
- The BLVD Village District
- The BLVD Park Avenue District

Subject Property

Exhibit D

SUMMARY OF RELATED FACTS
APPLICATION PL-20-0176

THE PROPERTY	
PARCEL SIZE	Approximately 1.08 net acres
LOCATION	Southeast corner of Avondale Boulevard and Dale Earnhardt Drive
EXISTING LAND USE	Along with the parcel directly south, the property had previously been used as a temporary parking lot for the American Sports Center (ASC) and adjacent inline businesses. Though the temporary pavement remains in place, access to the lot was closed in Fall 2020 in preparation for sale and development of the site and the lot is no longer used. Parking for ASC has since redistributed to other parking areas in the vicinity of the complex.
EXISTING ZONING	The BLVD District – Park Avenue District (BLVDD-Park Avenue) This district is intended to accommodate development of The BLVD's core, with land uses including hotels, retail, restaurants, sports and entertainment, theaters, cultural, high density residential (minimum 22 units per acre), office, and education. All uses within The BLVD's Park Avenue District must be designed to interface with adjacent streets in an urban manner and feature modern, contemporary architecture.
ZONING HISTORY	The property was annexed in April 2009. The property was zoned Agricultural (AG) from annexation until it was rezoned to City Center District (CCD) in August 2009. Following approval of The BLVD Specific Plan in September 2019, the property was rezoned to The BLVD District (BLVDD) in March 2020. The site is part of The BLVD's Park Avenue District.

SURROUNDING ZONING AND LAND USE	
NORTH OF DALE EARNHARDT DRIVE	My Place Hotels, a 63-room extended stay hotel completed and opened in 2020. The My Place Hotels parcel is zoned The BLVD District (BLVDD), part of the Park Avenue District.
EAST OF 114TH AVENUE	American Sports Center (ASC), a host facility for organized sports leagues and tournaments, and an attached inline shop building occupied by several retail and service tenants. Both he ASC building and inline shops building are City-owned facilities zoned BLVDD, part of the Park Avenue District.
SOUTH	Along with the subject property, the parcel to the south had previously been used as a temporary parking lot for the American Sports Center (ASC) and adjacent inline businesses. Though the temporary pavement remains in place on the site, access to the lot was closed in Fall 2020 and the lot is no longer used. The property is zoned BLVDD, part of the Park Avenue District.
WEST OF AVONDALE BOULEVARD	Avari Apartments, a 354-unit urban form multi-family apartment complex currently under construction on 16.44 acres zoned BLVDD, part of the Village District.

GENERAL PLAN

The General Plan 2030 Land Use Map designates the property as "The BLVD Park Avenue District". This land use accommodates development of the core of The BLVD area, with a mix of hotel, retail, restaurant, sports, entertainment, theater, cultural, office, education, and multi-family residential uses designed to interface with adjacent streets in an urban manner and featuring modern, contemporary design.

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District; Tolleson Union High School District
ELEMENTARY SCHOOL	Student's choice (No defined school). The closest district school is Collier Elementary School located at the southwest corner of Coldwater Springs Boulevard and 114th Avenue within the Coldwater Springs community.
HIGH SCHOOL	Tolleson Union High School, located on Van Buren Street east of 99th Avenue in the City of Tolleson

STREETS	
Avondale Boulevard	
Classification	Major Arterial
Existing half-street right-of-way	Varies from 55 feet to 85 feet
Standard half-street right-of-way	65 feet with additional width approaching intersections for turn lanes and deceleration lanes.
Existing half-street improvements	Three (3) travel lanes, landscaped median/center turn lane, bike lane, right-turn deceleration lane, curb, gutter, detached sidewalk (attached adjacent to deceleration lane), streetlights, and landscaping.
Standard half-street improvements	Three (3) travel lanes, landscaped median, bike lane, curb, gutter, detached sidewalk, streetlights, and landscaping.
Dale Earnhardt Drive	
Classification	The BLVD Custom Local
Existing half-street right-of-way	30-40 feet (varies by location)
Standard half-street right-of-way	30-40 feet (varies by location)
Existing half-street improvements	One (1) travel lane, center median, curb and gutter, detached sidewalk, street lights and landscaping.
Standard half-street improvements	One (1) travel lane, center median, curb and gutter, detached sidewalk, street lights and landscaping.
114th Avenue	
Classification	The BLVD Custom Local
Existing half-street right-of-way	44 feet
Standard half-street right-of-way	44 feet
Existing half-street improvements	One (1) travel lane, angled on-street parking, curb, gutter, detached sidewalk, street lights and landscaping.

Standard half-street improvements	One (1) travel lane, angled on-street parking, curb, gutter, detached sidewalk, street lights and landscaping.

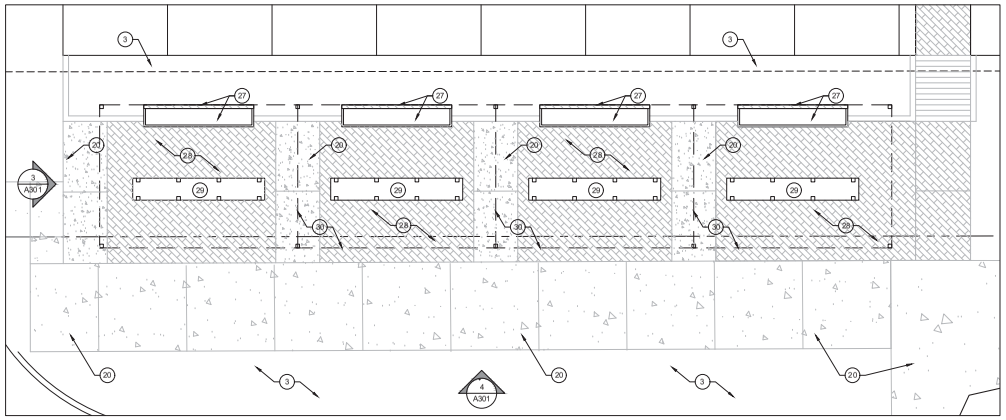
UTILITIES
The property has access to multiple water lines. An existing 8-inch public water line runs through the eastern half of the property from Dale Earnhardt Drive to The BLVD. There are also existing water lines in Dale Earnhardt Drive (16-inch) and Avondale Boulevard (16-inch). The property also has access to multiple existing sewer lines, including a 12-inch line in Dale Earnhardt Drive and an 8-inch line in 114th Avenue. SRP provides electrical service in this portion of Avondale.

Exhibit E

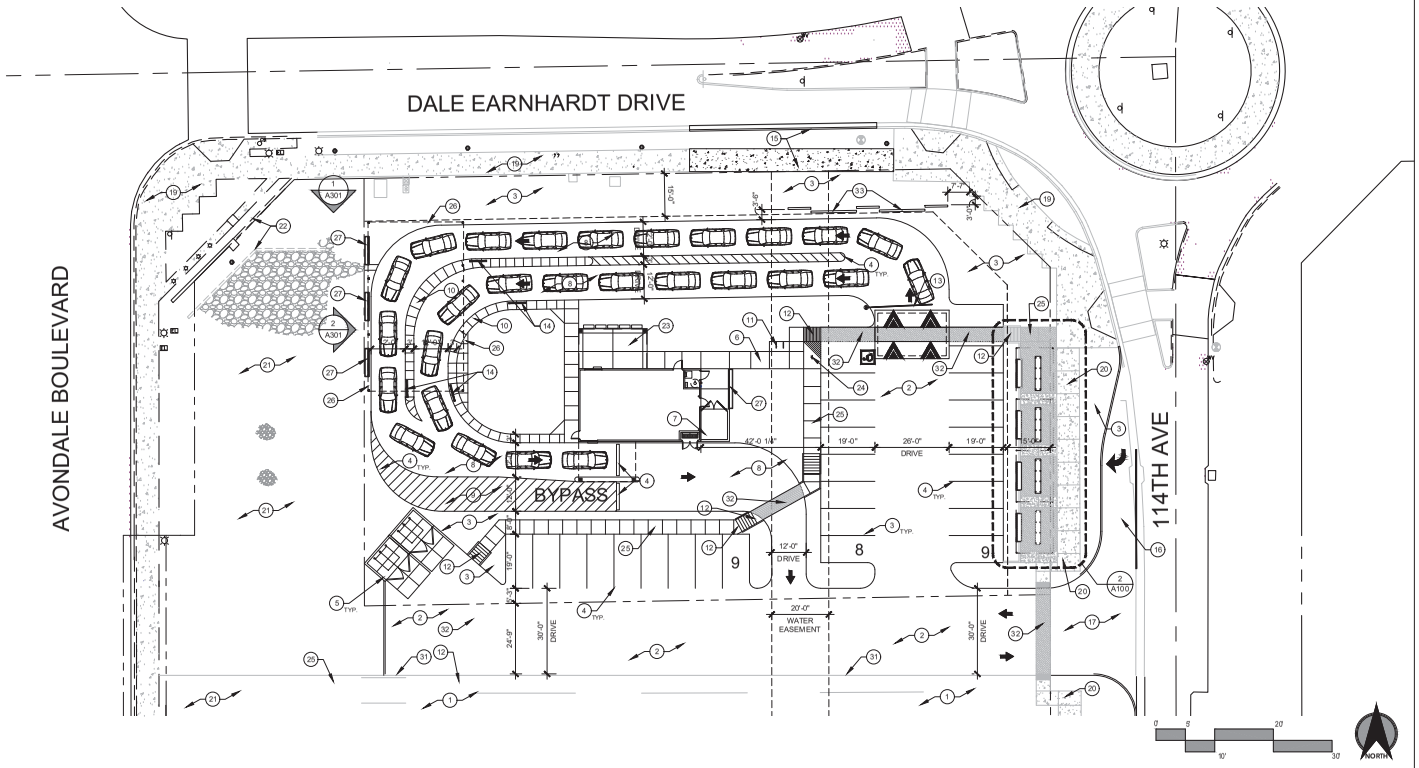
Proposed Site Plan and Site Details

Dutch Bros.

Received Eletronically
February 10, 2021



1 ENLARGED SITE AREA — SCALE: 3/16" = 1'-0"



1 PROPOSED SITE PLAN — SCALE: 1" = 20'-0"

REFERENCE CODES:

2018	INTERNATIONAL BUILDING CODE
2018	INTERNATIONAL MECHANICAL CODE
2018	INTERNATIONAL PLUMBING CODE
2018	INTERNATIONAL ENERGY CODE
2018	INTERNATIONAL FIRE CODE
2017	NATIONAL ELECTRIC CODE

AMERICANS WITH DISABILITY ACT ACCESSIBILITY GUIDELINES

PROJECT TEAM:

OWNER:
WESTSIDE DB., LLC.
8716 W. LUDLOW
SUITE 10
PEORIA, AZ 85381
CONTACT: BILL CANTIERI
PIAZZA RESTAURANT DEVELOPMENT
PH: (480) 818.9736

ARCHITECT:
PHNX DESIGN, LLC
2942 EAST FOUNTAIN STREET
MESA, ARIZONA 85213
CONTACT: MIKE HILLS
PH: (602) 762.7354

CIVIL ENGINEER:
BECK ENGINEERING, INC.
2942 NORTH 24TH STREET, SUITE 114
PHOENIX, AZ 850196
CONTACT: JUSTIN EVINGER
PH: (602) 810.2975

LANDSCAPE ARCHITECT:
COLLABORATIVE V DESIGN STUDIO INC
7116 EAST 1ST AVE., SUITE 103
SCOTTSDALE, AZ 85251
CONTACT: AARON HILLMAN
PH: (480) 347.0590

PROJECT DESCRIPTION:

DEVELOPMENT OF A NEW DUTCH BROS
BUILDING, PATIO AND SITE REDEVELOPMENT.

SITE DATA

EXISTING ZONING:	BLVDD "The BLVD District"
NET SITE AREA:	47,246 S.F. (1.08 AC)
BUILDING AREA:	1,093 S.F.
PATIO AREA:	860 S.F.
TOTAL AREA:	1,953 S.F.
CONSTRUCTION TYPE:	V-B
LOT COVERAGE:	1,953 / 47,246 X 100 = 4.2%

REQUIRED PARKING:

BUILDING	(NO PUBLIC ACCESS)	0 SPACES
PATIO	(1/50)	17 SPACES
TOTAL		17 SPACES

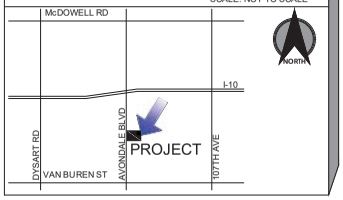
TOTAL PARKING PROVIDED: 26 SPACES

KEYNOTES:

1. ADJACENT PROPERTY IS EXISTING AND WILL REMAIN AS IS.
2. PROPOSED ASPHALT DRIVE AREA.
3. PROPOSED LANDSCAPE AREA.
4. PROPOSED 4" WIDE PAINT STRIPING.
5. PROPOSED REFUSE ENCLOSURE, RFER TO DETAIL 10/A102
6. PROPOSED CONCRETE HARDSCAPE AREA.
7. PROPOSED SES LOCATION.
8. PROPOSED ASPHALT DRIVE THRU LANE.
9. BYPASS LANE.
10. PROPOSED RAISED SIDEWALK FOR STAFF TO TAKE ORDERS ONLY.
11. BIKE RACK.
12. CONCRETE ACCESSIBLE CURB RAMP.
13. DRIVE THRU DIRECTION SIGN.
14. MENU DISPLAY BOARDS (NO ORDER SPEAKER AT THESE LOCATIONS)
15. PROPOSED NEW SIDEWALK CONNECTION FROM ENTRY DRIVE BEING REMOVED WITH NEW CURB TO MATCH EXISTING.
16. RIGHT HAND TURN LANE.
17. PROPOSED NEW ENTRY DRIVE LOCATION.
18. PROPOSED RIGHT HAND TURN EXIT ONLY LANE FROM SITE.
19. EXISTING SIDEWALK TO REMAIN, TYP.
20. PROPOSED NEW SIDEWALK CONNECTION
21. EXISTING LANDSCAPING AND SITE RETENTION
22. EXISTING RETAINING WALLS
23. COVERED OUTDOOR PATIO, REFER TO DETAIL A/A201 FOR PATIO FURNITURE DETAIL ELEVATION.
24. NEW ADA VAN PARKING SIGN
25. NEW 5' WIDE ACCESS SIDEWALK
26. DASH LINE INDICATES SHADE CANOPY ABOVE.
27. GREEN SCREEN ON TOP OF PLANTER.
28. PAVERS FLUSH WITH ADJACENT CONCRETE SIDEWALK.
    BELGARD PAVERS
    METROPOLITIAN COLLECTION
    SERIES: CATALINA STONE
    Color: RIO
29. 1'-4" HIGH CONCRETE SEAT WALL WITH SKATE STOPS.
30. STEEL CANOPY TRELLIS, REFER TO ELEVATIONS.
31. 6" CONCRETE CURB, TYP.
32. STAMPED ASPHALT PAVEMENT TO MATCH PAVERS AT HARDSCAPE.
33. 3'-4" HIGH SCREEN WALL AS INDICATED. MATERIAL AND COLOR TO MATCH BUILDING. REFER TO ELEVATIONS 17/A102.

LOCATION MAP

SCALE: NOT TO SCALE



PHNX DESIGN
3707 EAST SOUTHERN AVE., SUITE 1090
MESA, ARIZONA 85205
602.762.7354

REGISTERED ARCHITECT CERTIFICATE HOLDER 35463 THOMAS K. De SYL ARIZONA, U.S.A.
EXPIRES 09/30/21

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DUTCH BROS COFFEE
NEC OF AVONDALE BLVD AND DALE EARNHARDT DRIVE
AVONDALE, ARIZONA

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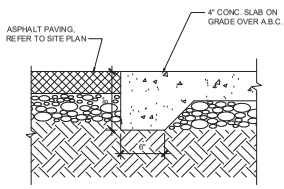
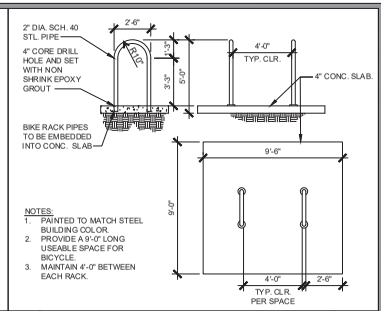
PROPOSED SITE PLAN

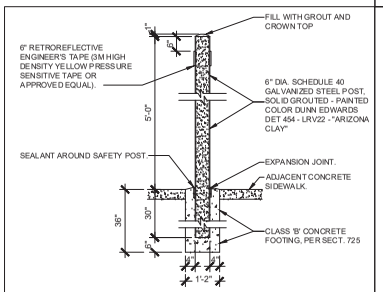
A100



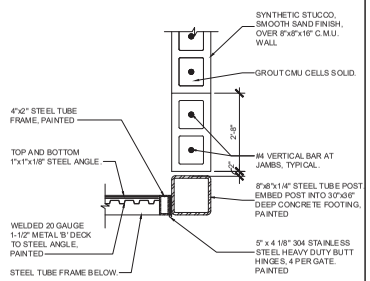
8 TURNDOWN AT ASPHALT — SCALE: 1 1/2" = 1'-0"



4 BIKE RACK — SCALE: 1/4" = 1'-0"

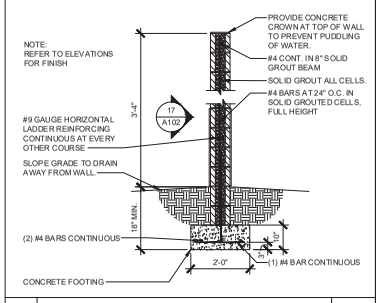


11 PIPE BOLLARD — SCALE: 1/2" = 1'-0"

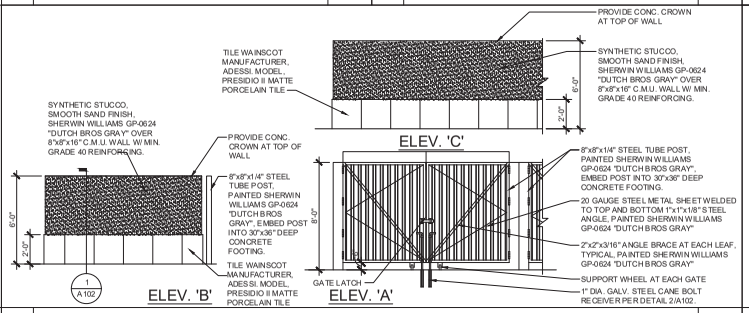


7 HINGE AT GATE — SCALE: 1/2" = 1'-0"

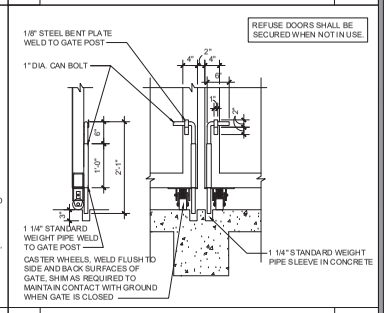
3 PATIO TABLES — SCALE: N.T.S.



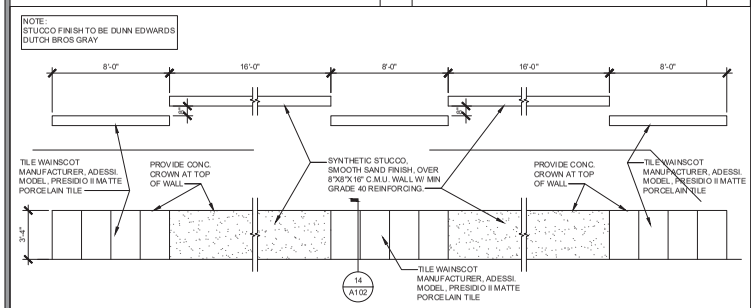
14 SECTION AT SCREEN WALL — SCALE: 1/2" = 1'-0"



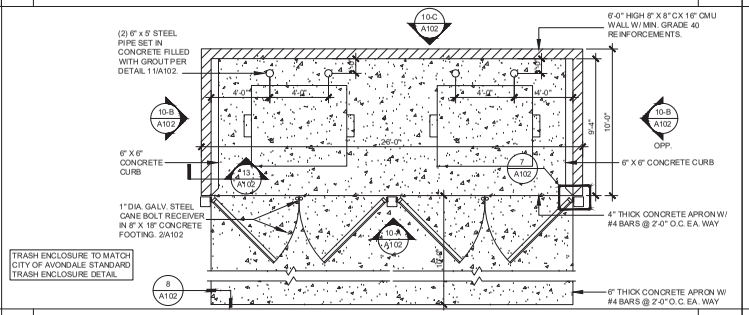
10 REFUSE ENCLOSURE ELEVATIONS — SCALE: 1/4" = 1'-0"



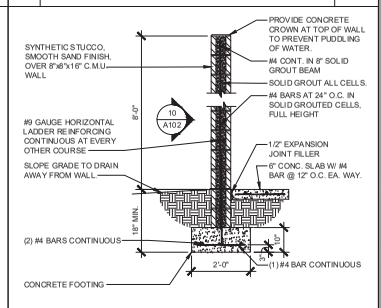
2 WHEEL AT GATE — SCALE: 3/4" = 1'-0"



17 SCREEN WALL PLAN AND ELEVATION — SCALE: 1/4" = 1'-0"



9 DOUBLE REFUSE ENCLOSURE — SCALE: 1/4" = 1'-0"



1 SECTION AT WALL — SCALE: 1/2" = 1'-0"

PHNX DESIGN
3707 EAST SOUTHERN AVE. SUITE 1090
MESA, ARIZONA 85205
602.762.7354

REGISTERED ARCHITECT CERTIFICATE NO. 35463 THOMAS K. De BYL ARIZONA, U.S.A.
EXPIRES 09/30/21

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DUTCH BROS COFFEE

NEC OF AVONDALE BLVD AND DALE EARNHARDT DRIVE
AVONDALE, ARIZONA

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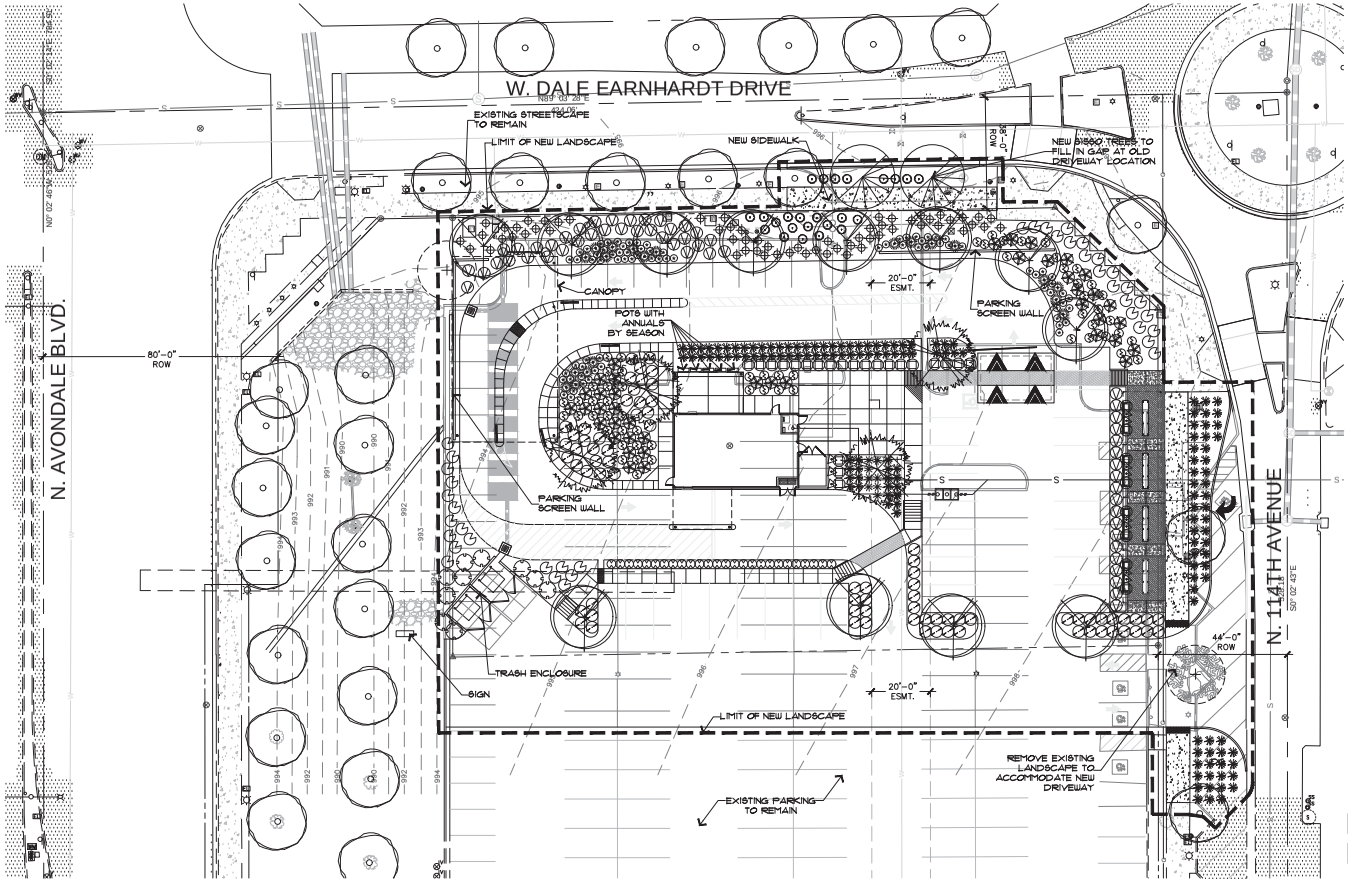
SITE DETAILS

A102

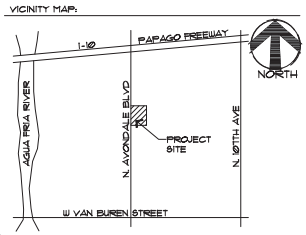
Exhibit F

Proposed Landscape Plan

Dutch Bros.



VICINITY MAP:



PLANT PALETTE

SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE	QTY	COMMENTS
	TREES				
	Existing Tree (To Remain)				
	Existing Tree (To Be Removed)			5	
	Dalbergia Sissoo	Dalbergia	24" Box	2	Standard Trunk Dense Canopy
	Pistacia 'Red Push'	'Red Push' Pistache	24" Box	12	Standard Trunk Dense Canopy
	Quercus virginiana	Southern Live Oak	24" Box	4	Standard Trunk Dense Canopy
	CACTI/ACCENTS				
	Agave 'Cornelius'	'Cornelius' Agave	5-Gal	8	Cox Cactus Farm
	Aloe barbadensis	Medicinal Aloe	5-Gal	41	Yellow Flower
	Bouteloua 'Blonde Ambition'	'Blonde Ambition' Grass	1-Gal	62	As Per Plan
	Dasylirion Longissimum	Toothless Spoon	5-Gal	20	As Per Plan
	Hesperaloe 'Perpa'	Brakelights Yucca	5-Gal	141	As Per Plan
	VINES				
	Bigonia 'Tangerine Beauty'	'Tangerine Beauty' Vine	5-Gal	11	As Per Plan
	SHRUBS				
	Existing Shrub To Remain				
	Dodonaea viscosa	Hopseed Bush	5-Gal	10	As Per Plan
	Leucophyllum frutescens	'Green Cloud' Sage	5-Gal	55	As Per Plan
	Myrtus 'Compacta'	Compact Dwarf Myrtle	5-Gal	26	As Per Plan
	Russelia equisetiformis	Coral Fountain	5-Gal	30	As Per Plan
	Olea 'Little Ollie'	Dwarf Olive 'Little Ollie'	5-Gal	76	As Per Plan
	Tecoma 'Bells of Fire'	'Bells of Fire' Tecoma	5-Gal	39	As Per Plan
	GROUND COVERS				
	Aloe 'Blue Elf'	'Blue Elf' Aloe	1-Gal	75	As Per Plan
	Eremophila 'Outback Sunrise'	'Outback Sunrise' Emu	1-Gal	24	As Per Plan
	Myoporum parvifolium	Myoporum	1-Gal	59	As Per Plan
	MISCELLANEOUS				
DG	Decomposed Granite - Size and Color to Match Existing 2" depth in all planting areas (Typ)				
ANNUALS	Annuals in Pots By Season				

COLLABORATIVE DESIGN STUDIO

Collaborative V Design Studio Inc.
7116 East 1st Ave., Suite 103
Scottsdale, Arizona 85251
office: 480-347-0590
fax: 480-656-6012

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 46944 AARON J. HILLMAN 01.29.20 ARIZONA, U.S.A.

EXPIRES 09/30/22

LANDSCAPE IMPROVEMENTS
DUTCH BROS
Avondale, AZ

PLANTING PLAN

SCALE: 1"=20'-0"

0 5 10' 20' 40'

NORTH

AVONDALE GENERAL LANDSCAPE NOTES

1. All single-trunk trees required on site shall be two (2) inch caliper average size. Tree calipers for single-trunk trees shall be measured at twelve (12) inches above the ground. All multi-trunk trees shall be one and one-half (1-1/2) inch caliper minimum. Tree caliper for multi-trunk trees shall be measured twelve (12) inches above the first fork or twelve (12) inches above ground if all trunks originate from the soil. Caliper of multi-trunk trees shall be determined by taking the average caliper of all its trunks. Multi-trunk trees shall have no more than three (3) trunks.
2. Tree caliper and height shall govern over any other planting size information provided on the drawings. Trees specified by container sizes only shall not be accepted.
3. The Property Owner and/or lessee shall be responsible to install/maintain all landscaping within the Right-of-way. All landscaping shall be maintained as approved on the Landscape Maintenance Schedule (See attached).
4. A 3-foot clear space is required around all fire suppression equipment. No plants may be installed that will encroach upon this clear space when mature.
5. Plantings within any sight visibility easement shall be maintained so that no limbs hang lower than seven (7) feet and shrubs or other plants planted within any sight visibility easement shall be no taller than two (2) feet at full growth.
6. THE CITY APPROVES THESE PLANS FOR CONCEPT ONLY AND ACCEPTS NO LIABILITY FOR ERRORS OR OMISSIONS.

NOTE- All construction shall be in accordance with the City of Avondale Supplement to MAG Specifications & Standard Details currently on file and available at the City of Avondale Engineering Department.

LANDSCAPE MAINTENANCE OVERVIEW

1. All landscape material shall be maintained according to the standards as set forth herein on the approved Landscape Maintenance Manual.
2. All landscape areas and material shall be maintained in a healthy, neat, clean and weed-free condition.
3. Permanent modifications and/or removal of existing landscaping, other than necessary for utility, infrastructure, or other repairs caused by unforeseen damages, shall require prior approval by the City Planner or authorized designee. Any approved landscaping that has been permanently removed for any reason without the City Landscape Architect's or authorized designee's approval shall be reported to Code Enforcement and a Notice of Violation may be issued. Material replacement shall be in kind and not less than the minimums as set forth herein, at the owner's expense. Planting shall be replaced per the approved landscape plan or as necessary to meet the requirements stated herein.
4. Any plant material determined by the City Planner or authorized designee to be unhealthy or in decline shall be replaced in kind and not less than the minimums as set forth herein, at the owner's expense. This includes but is not limited to natural vegetation screens.
5. Plant material shall be pruned according to the approved Landscape Maintenance Manual and conform to the current version of the American National Standard, ANSI A300 –Tree Care Operations –Tree, Shrub, and Other Woody Plant maintenance –Standard Practices. Plants shall not be severely pruned such that the natural growth pattern or characteristic forms are significantly altered.
6. Tree topping is prohibited. Any tree that has been altered by this measure shall be immediately removed and replaced in kind with a new tree, at the owner's expense.
7. Landscape areas on-site, as well as in the adjacent right-of-way, shall be maintained by the owner or owner's association (if applicable), and shall be maintained as approved in the Landscape Maintenance Manual. Any areas designated and intended for the purposes of on-site storm water retention shall be maintained and reserved for that primary purpose. Any alteration or deterioration of those areas shall be considered a violation of this Section 12.
8. It shall be a violation of the provisions of this Chapter for any person to abuse, destroy or mutilate any tree, plant or shrub within the public rights-of-way; or to attach or place any rope, wire or other item to or on any plant (other than to appropriately support the plant), unless approved by the City Planner or authorized designee, or allow any gaseous, liquid or solid substance which is harmful to plants to come in contact with their roots, trunks, or leaves.

DESIGNED BY:	AH
DRAWN BY:	AH
CHECKED BY:	AH/MD
DATE:	06.15.20
REVISIONS:	11.25.20 City Comments
	01.29.21 Revision

Planting Plan

L1.0

1 of 1

Received Electronically February 10, 2021

Exhibit G

Proposed Building Elevations & Materials Palette

Dutch Bros.

Received
eletronically
February 10, 2021

KEYNOTES:

1. SIGNAGE UNDER SEPARATE REVIEW AND PERMIT.
2. DASHED INDICATES LINE OF ROOF BEYOND.
3. MECHANICAL ROOF TOP UNIT. FULLY SCREENED BY PARAPET.
4. BUILDING ADDRESS. VERIFY NUMBER WITH CITY OF AVONDALE.
5. HOLLOW METAL DOOR AND FRAME - PAINT TO MATCH ADJACENT SURFACE.
6. WALL PACK - REFER TO ELECTRICAL DRAWINGS.
7. ALUMINUM STOREFRONT RUNNER DOOR, SEE SCHEDULE FOR COLOR.

FINISH KEYNOTES:

A. SYNTHETIC STUCCO
FINISH: SMOOTH SAND FINISH
COLOR: DUTCH BROS GRAY

B. METAL PANEL SIDING
MANUFACTURER: TAYLOR METALS
COLOR: PACIFIC BLUE SRI 26

C. CONCRETE SIDING (WOOD PLANK LOOK)
MANUFACTURER: ELDORADO STONE
SERIES: VINTAGE RANCH
COLOR: FOX WOOD

D. METAL PARAPET CAP
MANUFACTURER: TAYLOR METALS
COLOR: PACIFIC BLUE SRI 26

E. ANODIZED ALUMINUM STOREFRONT SYSTEM
MANUFACTURER: KAWNEER OR APPROVED EQUAL
COLOR: CLEAR ANODIZED

F. 1" INSULATED GLAZING
VALUE: (U=0.29, SHGC= 0.28)
COLOR: CLEAR

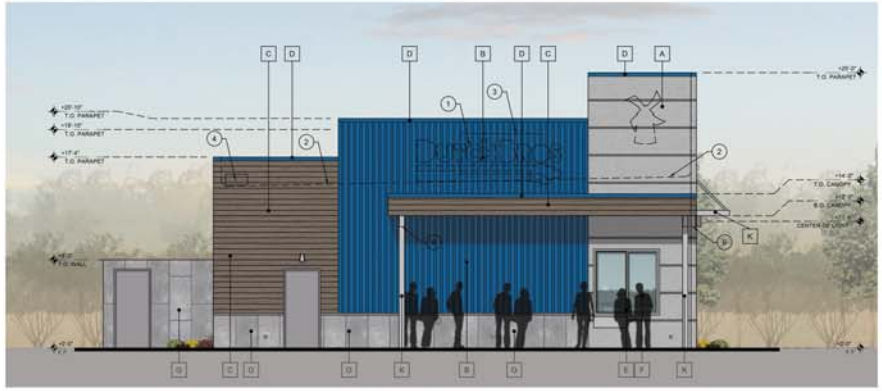
G. TILE WAINSCOT
MANUFACTURER: ADESSI
MODEL: PRESIDIO II MATTE PORCELAIN TILE

H. GREEN SCREEN
FINISH: FLAT
COLOR: DUTCH BROS GRAY

J. CORRUGATED METAL PLANTER
FINISH: SMOOTH FINISH
COLOR: SEALED CONCRETE

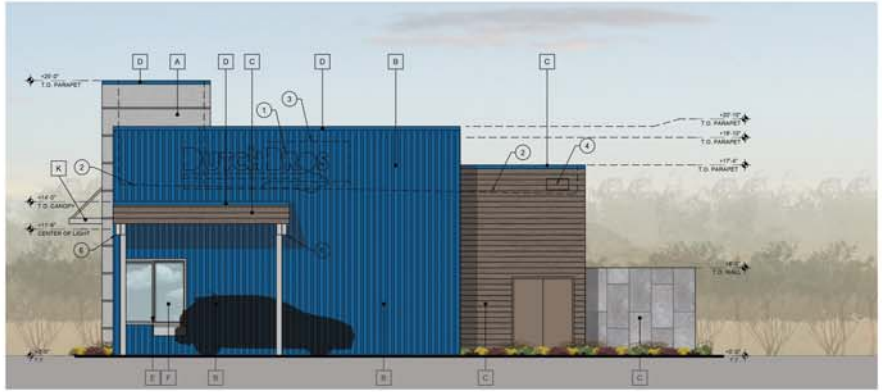
K. STEEL CANOPY AND COLUMNS
COLOR: DUTCH BROS GRAY

4 WEST ELEVATION — SCALE: 3/16" = 1'-0"



3 NORTH ELEVATION — SCALE: 3/16" = 1'-0"

2 EAST ELEVATION — SCALE: 3/16" = 1'-0"



1 SOUTH ELEVATION — SCALE: 3/16" = 1'-0"

PHNX DESIGN
3707 EAST SOUTHERN AVE, SUITE 1090
MESA, ARIZONA 85205
602-362-2864

REGISTERED ARCHITECT
35463
THOMAS M. SIEGEL
Date 10-19-20
ARIZONA, U.S.A.
EXPIRES 06/30/21

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DUTCH BROS COFFEE

NEC OF AVONDALE BLVD AND DALE EARNHARDT DRIVE
AVONDALE, ARIZONA

△	DATE	REVISION
1		
2		
3		
4		
5		

BUILDING ELEVATIONS

A300

FINISH KEYNOTES:

A. SYNTHETIC STUCCO
FINISH: SMOOTH SAND FINISH
COLOR: DUTCH BROS GRAY

B. NOT USED

C. METAL DECK FLASHING
MANUFACTURER: TAYLOR METALS
COLOR: PACIFIC BLUE SRI 26

D. EXPOSED CANOPY STEEL AND COLUMNS
FINISH: FLAT
COLOR: DUTCH BROS GRAY

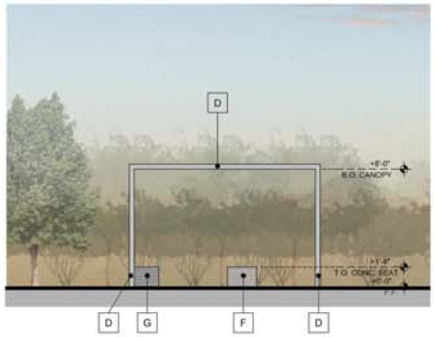
E. GREEN SCREEN
FINISH: FLAT
COLOR: DUTCH BROS GRAY

F. CONCRETE BENCH
FINISH: SMOOTH FINISH
COLOR: SEALED CONCRETE

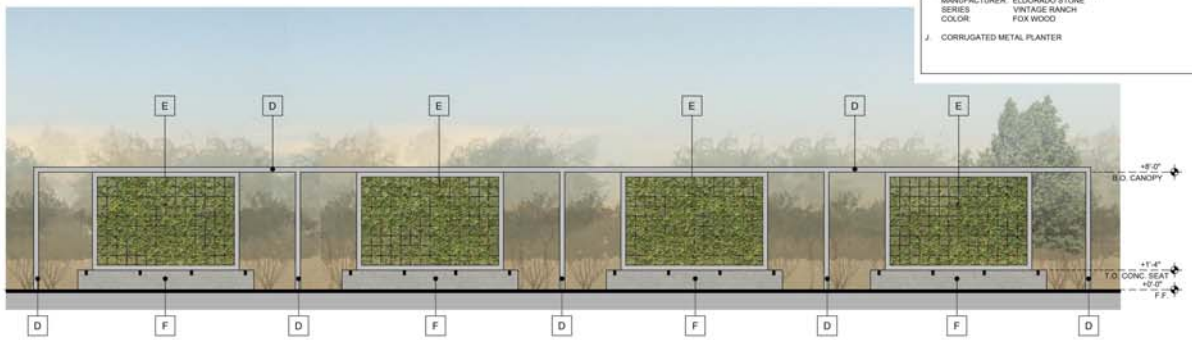
G. PLANTER
FINISH: CORRUGATED METAL
COLOR: GALVANIZED FINISH

H. CONCRETE SIDING (WOOD PLANK LOOK)
MANUFACTURER: ELDORADO STONE
SERIES: VINTAGE RANCH
COLOR: FOX WOOD

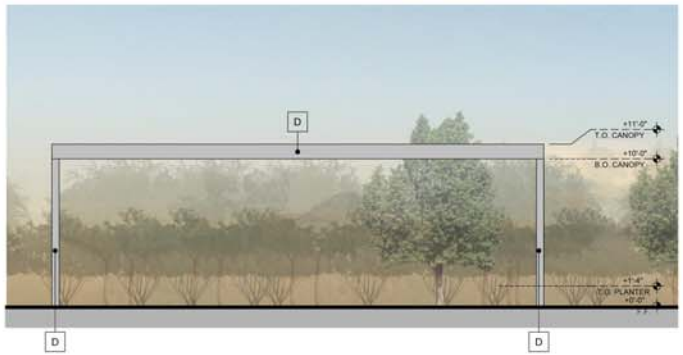
J. CORRUGATED METAL PLANTER



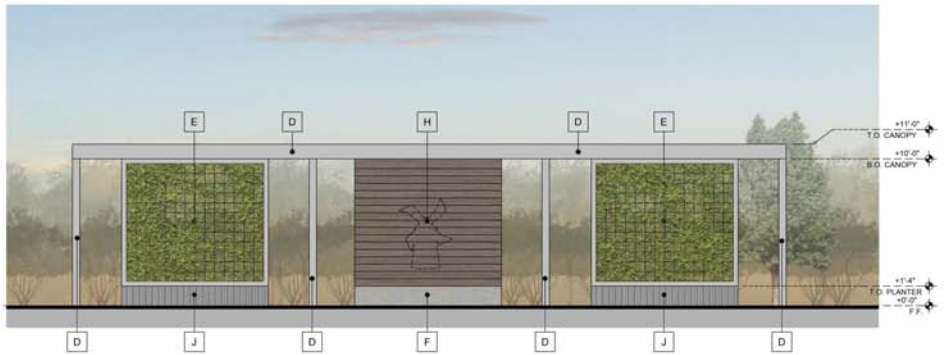
3 SOUTH HARDSCAPE CANOPY ELEVATION



4 EAST HARDSCAPE CANOPY ELEVATION



1 NORTH DRIVE THRU CANOPY ELEVATION



2 WEST DRIVE THRU CANOPY ELEVATION

SCALE: 1/4" = 1'-0"

PHNX DESIGN
3707 EAST SOUTHERN AVE, SUITE 1000
MESA, ARIZONA 85205
602.787.7261

REGISTERED ARCHITECT
35463
THOMAS M. WRIGHT
Date 9/1/21
ARIZONA, U.S.A.
EXPIRES 09/30/21

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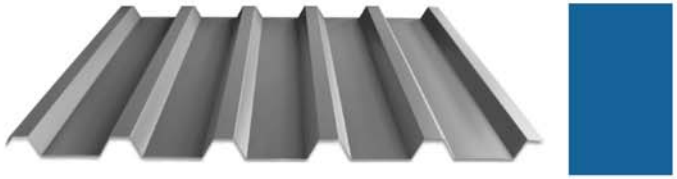
DUTCH BROS COFFEE

NEC OF AVONDALE BLVD AND DALE EARNHARDT DRIVE
AVONDALE, ARIZONA

△	DATE	REVISION
1		
2		
3		
4		
5		

CANOPY ELEVATIONS

A301



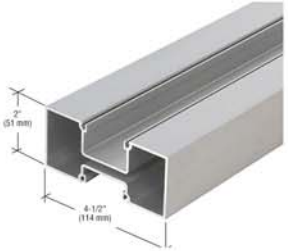
METAL PANEL SIDING
MANUFACTURER: TAYLOR METALS OR APPROVED EQUAL
TYPE: BR-36 PANEL
COLOR: PACIFIC BLUE

CORRUGATED METAL PLANTER
FINISH SMOOTH FINISH
COLOR SEALED CONCRETE

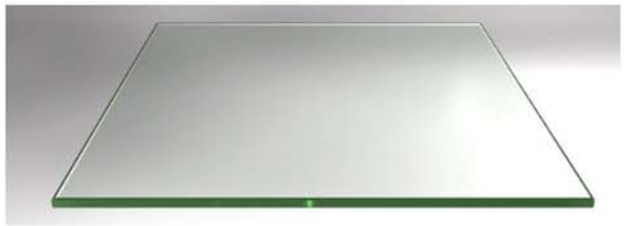
CONCRETE SIDING (WOOD PLANK LOOK)
MANUFACTURER: ELDORADO STONE
SERIES VINTAGE RANCH
COLOR: FOX WOOD

BELGARD PAVERS
METROPOLITIAN COLLECTION
SERIES: CATALINA STONE
Color: RIO

CONCRETE TILE
COLOR: GREY



ANODIZED ALUMINUM STOREFRONT SYSTEM
MANUFACT: KAWNEER OR APPROVED EQUAL
COLOR: CLEAR ANODIZED



1" INSULATED GLAZING
VALUE: (U=0.29, SHGC= 0.28)

COLOR MATERIAL BOARD

DUTCH BROS COFFEE

AVONDALE BLVD AND DALE EARNHARDT DRIVE
AVONDALE, ARIZONA

Exhibit H

Proposed Comprehensive Sign Package

Dutch Bros.

SUMMARY DRAWING

DRAWING #:

31180

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:

6/18/20

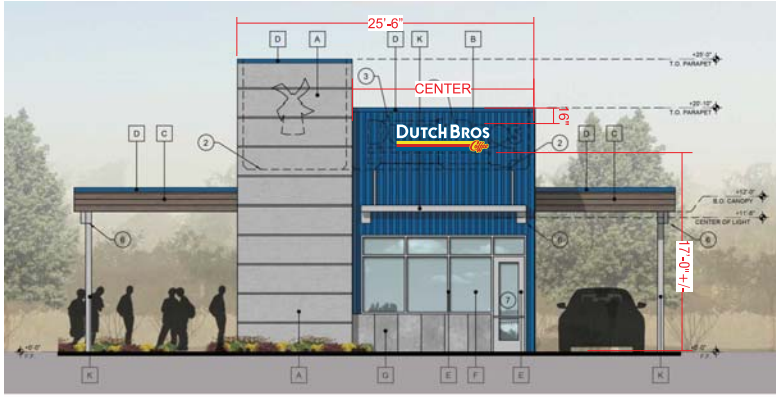
SHOP REVISIONS:
6.24.20 REMOVED RUNNER SHADE ELEVATION INCLUDING CUP WALL SIGN. ALIGNED TOP OF BULLET LOGOS WITH BOTTOM OF WINDMILL.
8.27.20 UPDATED ELEVATIONS. ADDED DBCL10, CLEARANCE BAR, AND DBDIR-CHOOSE.
8.27.20 UPDATED ELEVATIONS & SITE PLAN. 2.3.21 ADDED WINDMILL ON WEST DRIVE THRU CANOPY.
2.4.21 REMOVED CL'S ON NORTH & CHANGED DBCL10'S TO DBCL8. REMOVED WINDMILL ON WEST & CHANGED N&E WINDMILLS TO DBWIL

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 3

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

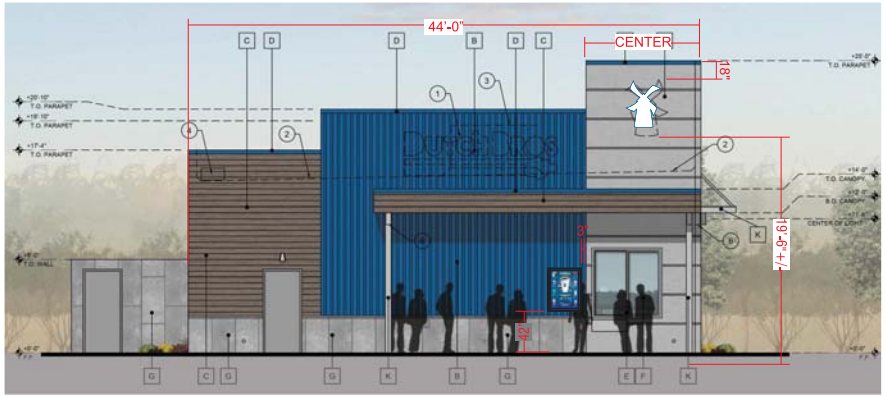
SUMMARY - BUILDING SIGNS & MENUS

Received electronically February 10, 2021



WEST ELEVATION
SCALE: 3/32"=1'-0"

20.2 SF



NORTH ELEVATION
SCALE: 3/32"=1'-0"

12.6 SF

EAST ELEVATION
SCALE: 3/32"=1'-0"

12.6 SF

SOUTH ELEVATION
SCALE: 3/32"=1'-0"

20.2 SF

SUMMARY DRAWING

DRAWING #:

31180

CLIENT:

DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:

6/18/20

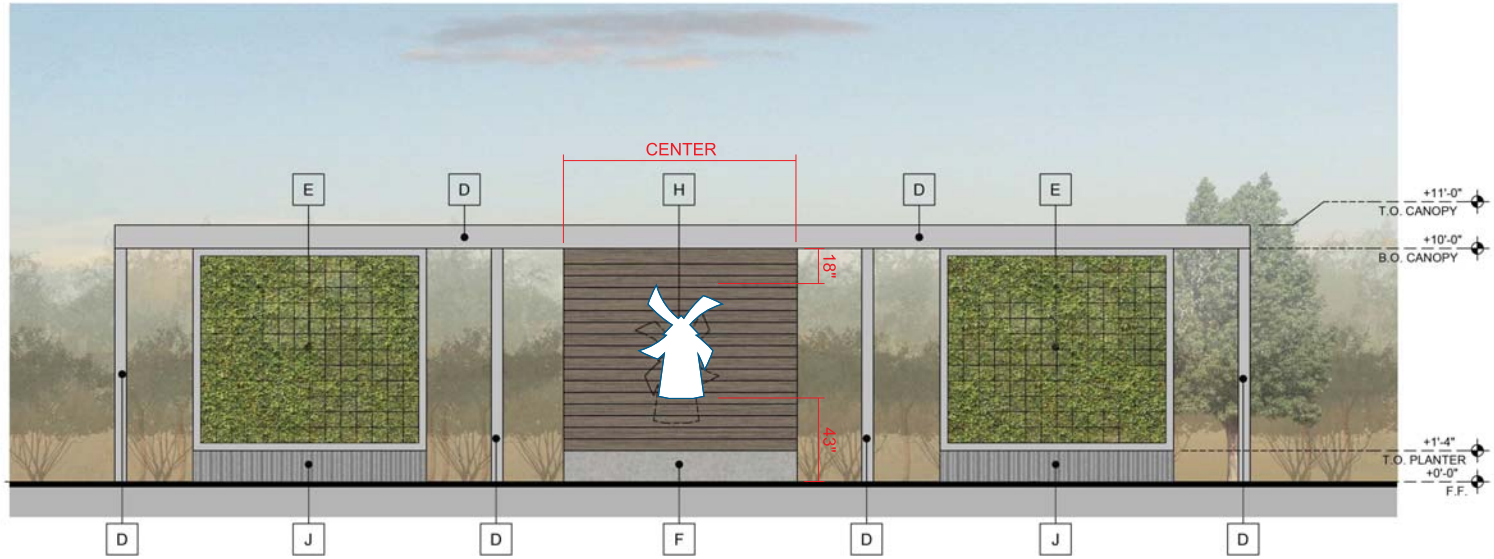
SHOP REVISIONS:

6.24.20 REMOVED RUNNER SHADE ELEVATION INCLUDING CUP WALL SIGN. ALIGNED TOP OF BULLET LOGOS WITH BOTTOM OF WINDMILL.
8.27.20 UPDATED ELEVATIONS. ADDED DBCL10, CLEARANCE BAR, AND DBDIR-CHOOSE.
8.27.20 UPDATED ELEVATIONS & SITE PLAN. 2.3.21 ADDED WINDMILL ON WEST DRIVE THRU CANOPY.
2.4.21 REMOVED CL'S ON NORTH & CHANGED DBCL10'S TO DBCL8. REMOVED WINDMILL ON WEST & CHANGED N&E WINDMILLS TO DBWEI

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 3

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

SUMMARY - BUILDING SIGNS & MENUS



WEST DRIVE THRU CANOPY ELEVATION
SCALE: 3/16"=1'-0"

18.4 SF

SUMMARY DRAWING

DRAWING #:

31180

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:

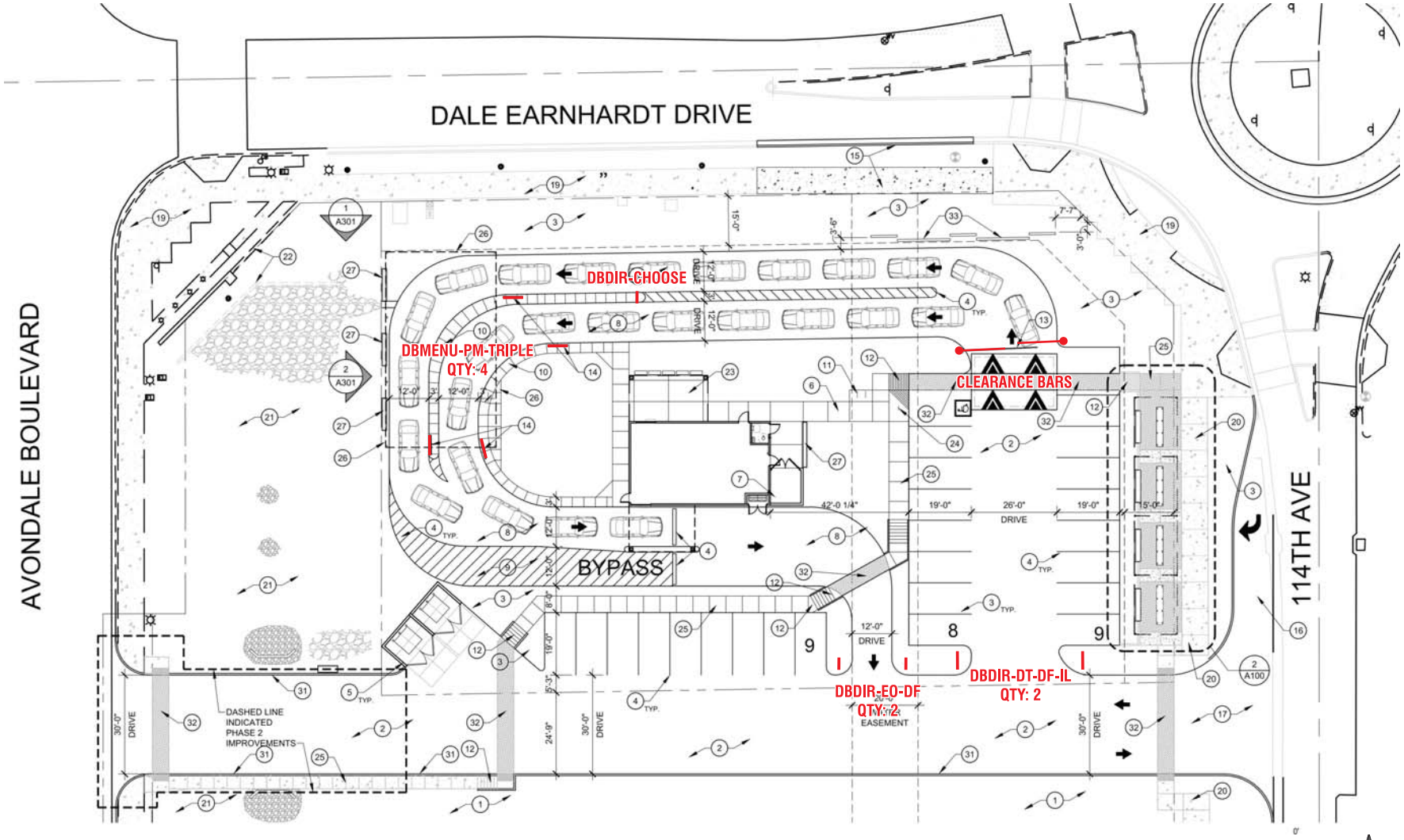
6/18/20

SHOP REVISIONS:
6.24.20 REMOVED RUNNER SHADE ELEVATION INCLUDING CUP WALL SIGN. ALIGNED TOP OF BULLET LOGOS WITH BOTTOM OF WINDMILL. 8.27.20 UPDATED ELEVATIONS. ADDED DBCL10, CLEARANCE BAR, AND DBDIR-CHOOSE.
8.27.20 UPDATED ELEVATIONS & SITE PLAN. 2.3.21 ADDED WINDMILL ON WEST DRIVE THRU CANOPY. 2.4.21 REMOVED CL'S ON NORTH & CHANGED DBCL10'S TO DBCL8. REMOVED WINDMILL ON WEST & CHANGED N&E WINDMILLS TO DBWIL

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	3 of 3

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

SUMMARY - FREESTANDING SIGNS & MENUS



PROPOSED SITE PLAN

NORTH

FACTORY DRAWING

SHOP DRAWING #:
31180B2

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:
8.27.20 ADDED ONE MORE SET.
2.4.21 REMOVED ONE & CHANGED TO DBCL8.

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

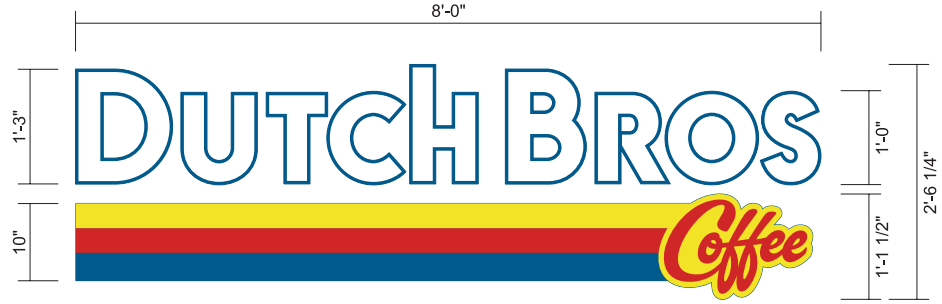
COLOR CODE

- 230-015 YELLOW PSV
- 230-33 RED PSV
- 230-127 INTENSE BLUE PSV
- WHITE

SCOPE OF WORK: MANUFACTURE & INSTALL (2) SETS OF ILLUMINATED CHANNEL LETTERS WITH REMOTE RACEWAYS

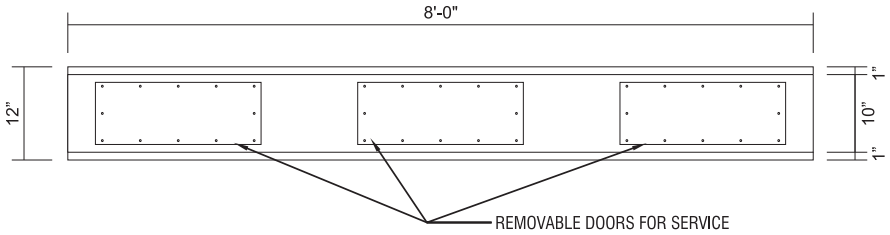
LEVEL A FINISH

DBCL8-REMOTE-RW
SCALE: 3/4"=1'-0"

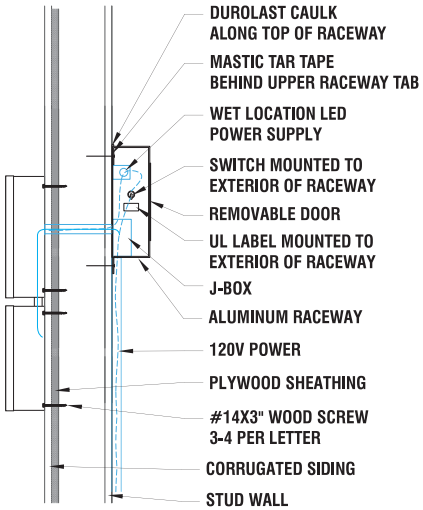


SIDE VIEW

FABRICATED REMOTE RACEWAY
.040 PRE-COAT WHITE ALUMINUM



ATTACHMENT DETAIL
SCALE: 3/4"=1'-0"
CHANNEL LETTERS WITH REMOTE RACEWAY



INTERNALLY ILLUMINATED FACE-LIT FLUSH MOUNTED CHANNEL LETTERS
5" DEEP CHANNEL LETTERS.
RETURNS & TRIM CAP TO MATCH PANTONE 7691 C "INTENSE BLUE".
WHITE ACRYLIC FACES.
230-127 INTENSE BLUE PSV, 230-015 YELLOW PSV, 230-33 RED PSV.
LED ILLUMINATION.
FLUSH MOUNTED WITH REMOTE RACEWAY BEHIND PARAPET WALL.

FACTORY DRAWING

SHOP DRAWING #:
31180C2

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:
2.3.21 ADDED ONE WINDMILL.
2.4.21 REMOVED TWO.

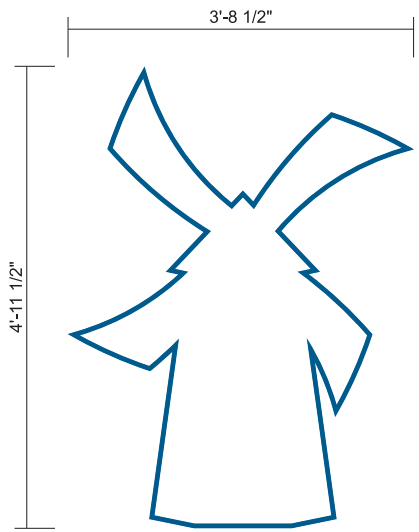
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

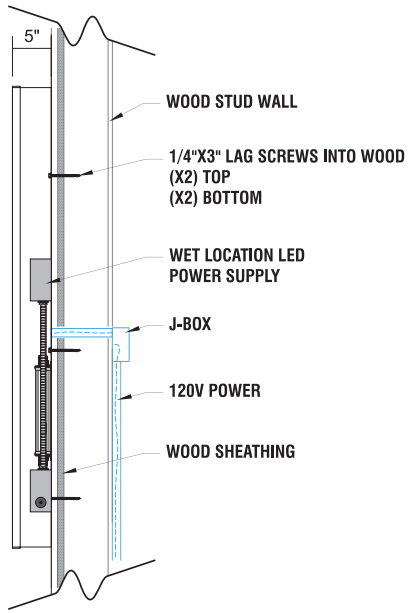
SCOPE OF WORK: MANUFACTURE & INSTALL (1) ILLUMINATED WINDMILL LOGO

LEVEL A FINISH

DBW13
SCALE: 3/4"=1'-0"

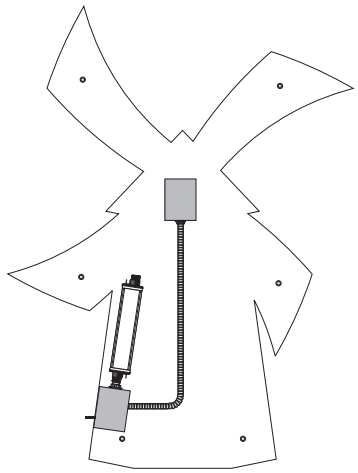


ATTACHMENT DETAIL



Side View

SELF CONTAINED CHANNEL LOGO



INTERNALLY ILLUMINATED FACE-LIT FLUSH MOUNTED CHANNEL WRAP LOGO
5" DEEP CHANNEL WRAP.
RETURNS & TRIM CAP PAINTED TO MATCH PANTONE 7691 C "INTENSE BLUE".
WHITE ACRYLIC FACE.
230-127 INTENSE BLUE PSV OUTLINE.
LED ILLUMINATION.
FLUSH MOUNTED SELF CONTAINED INSTALLATION.

COLOR CODE

- 230-127 INTENSE BLUE PSV
- WHITE

FACTORY DRAWING

SHOP DRAWING #:
31180D

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

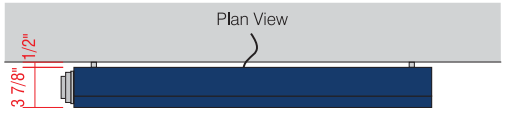
SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

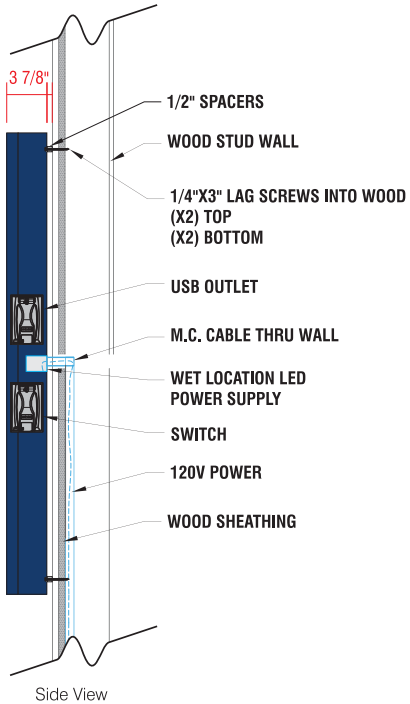
ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

SCOPE OF WORK: PROVIDE (2) ILLUMINATED MENU SIGNS V5 - WALL-MOUNTED

LEVEL A FINISH



ATTACHMENT DETAIL
ILLUMINATED WALL MOUNTED MENU



A WALL-MOUNTED, BACKLIT MENU SIGN
- PRINTED MENU PANEL NOT INCLUDED
- LED OUTDOOR LIGHT BOX
- LOCKABLE HINGED DOOR
- ALUMINUM CONSTRUCTION

B PRINTED LIGHT GUIDE PANEL
- AS SEPARATE ORDER

COLOR CODE
- DIGITAL PRINT
- POWDER COATED DB CUSTOM DARK BLUE
- POWDER COATED SILVER

SCALE: 1"=1'-0"

FACTORY DRAWING

SHOP DRAWING #:
31180E

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

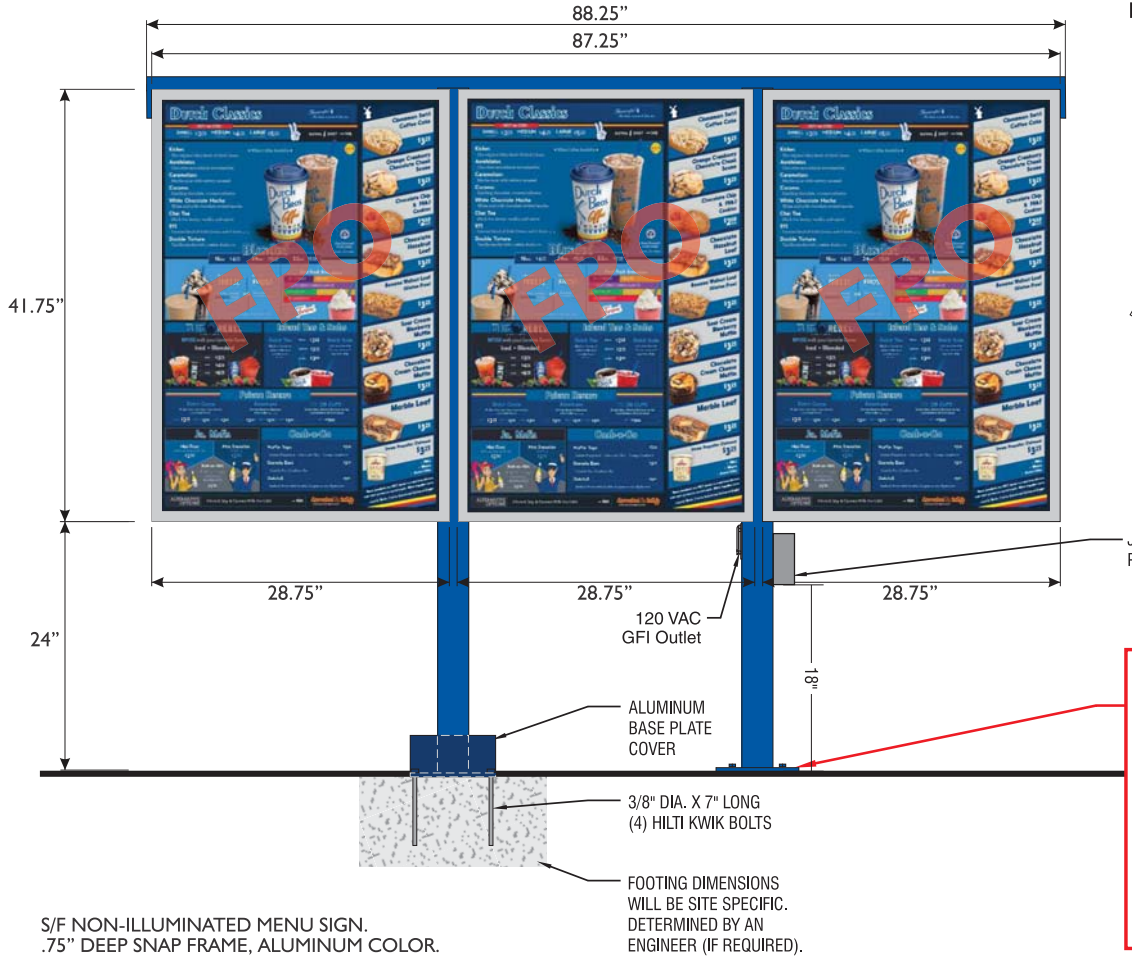
SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 3

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

MANUFACTURE & INSTALL (4) LED-FRONT-LIT MENU SIGNS - PLATE MOUNTED

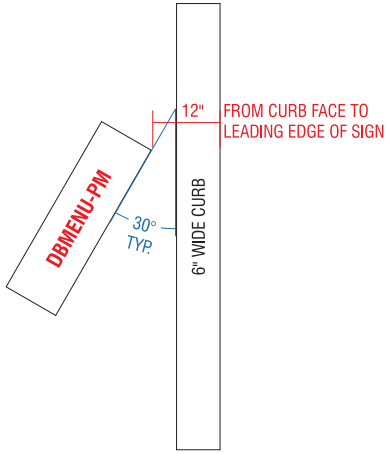
LEVEL A FINISH



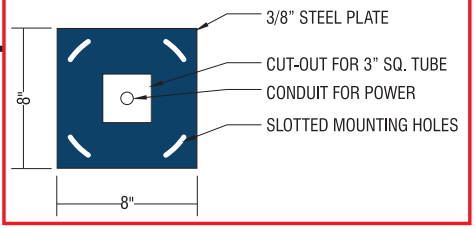
S/F NON-ILLUMINATED MENU SIGN.
.75" DEEP SNAP FRAME, ALUMINUM COLOR.

3" SQ. ALUMINUM POST PAINTED PMS#2945 BLUE
1.5" SQ. ALUMINUM CROSS MEMBERS PAINTED PMS#2945BLUE.
ALUMINUM LED LIGHT BAR INSTALL TBD.

INSTALLATION ORIENTATION DETAIL
NOT TO SCALE



MOUNTING PLATE - TOP VIEW
SCALE: 1 ½"=1'-0"



COLOR CODE
- DIGITAL PRINT
- DB CUSTOM DARK BLUE

SCALE: 1"=1'-0"

FACTORY DRAWING

SHOP DRAWING #:
31180E

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

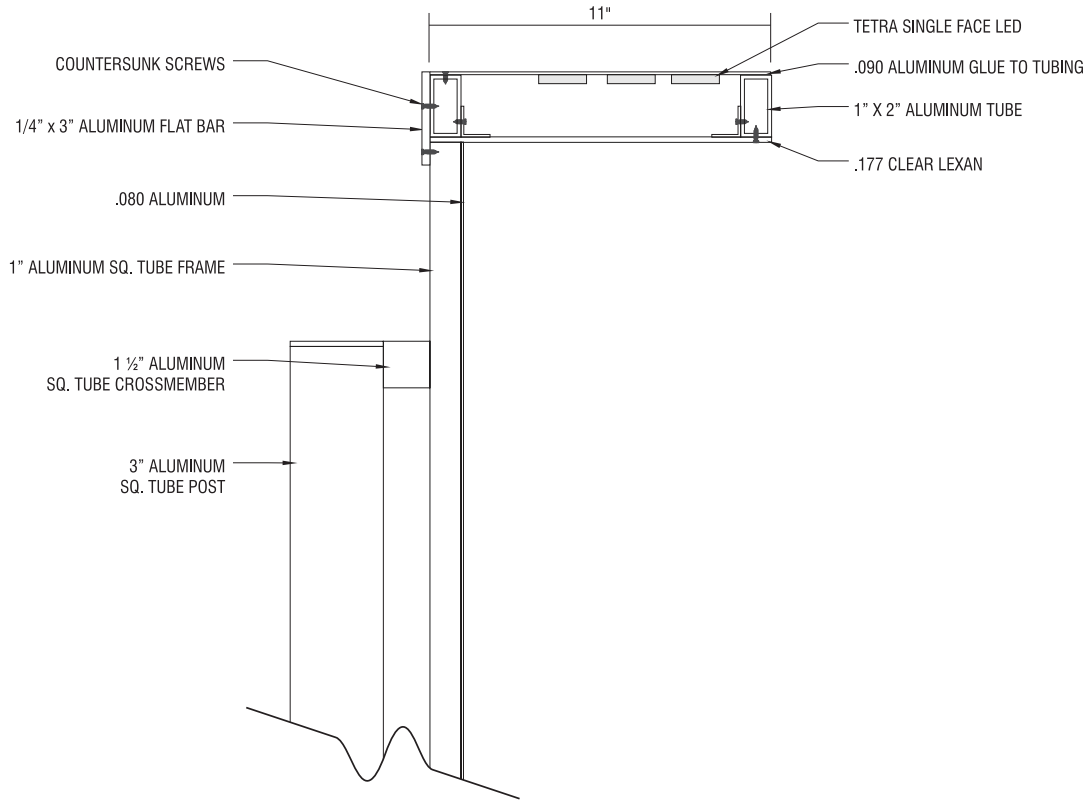
DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 3

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

LED LIGHT BAR DETAIL



SECTION VIEW
SCALE: 1"=1'-0"

FACTORY DRAWING

SHOP DRAWING #:
31180E

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
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ES&A SIGN & AWNING
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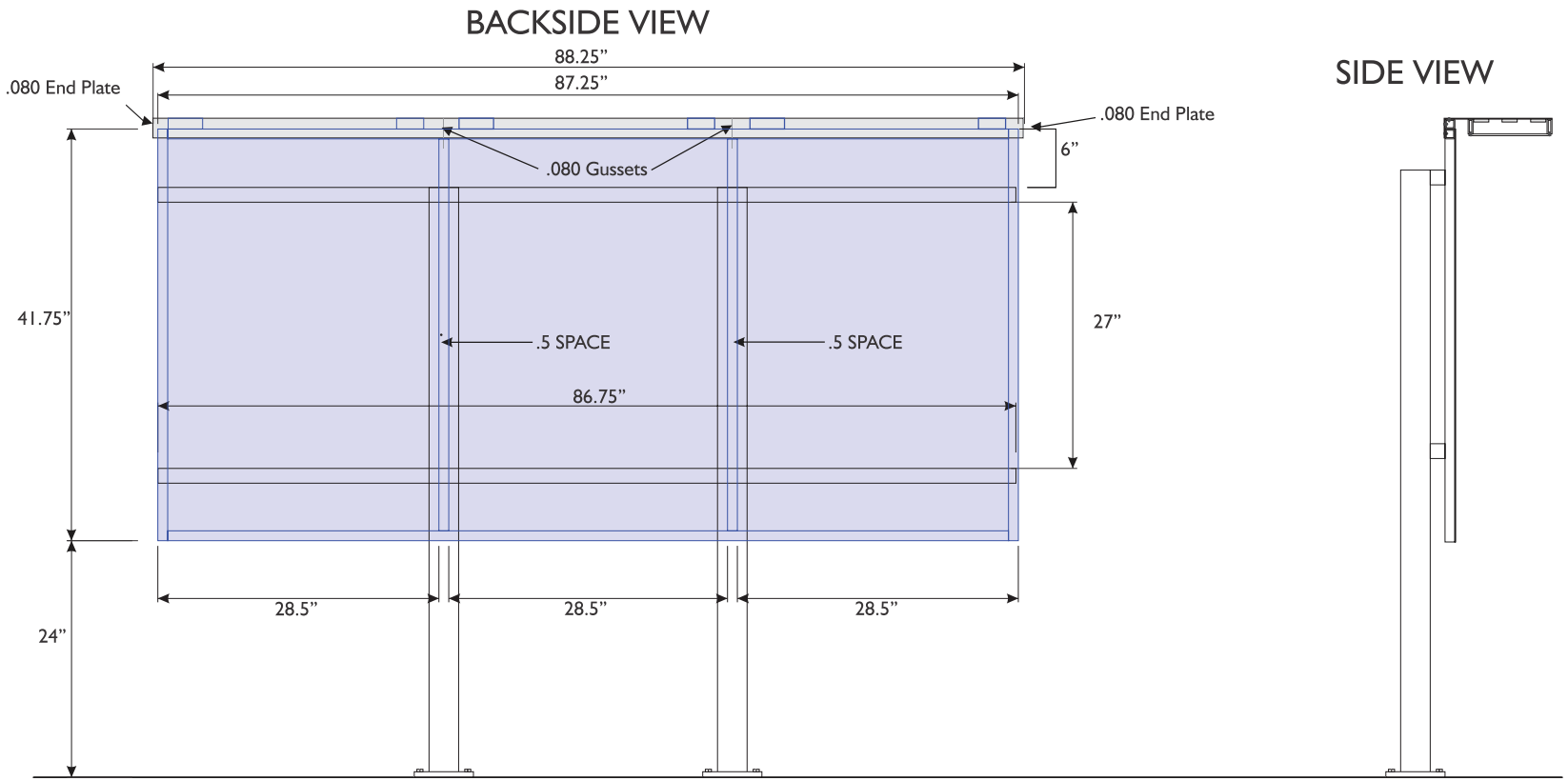
FRAME DETAIL



SCALE: 1" = 1'-0"

FACTORY DRAWING

SHOP DRAWING #:
31180F

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
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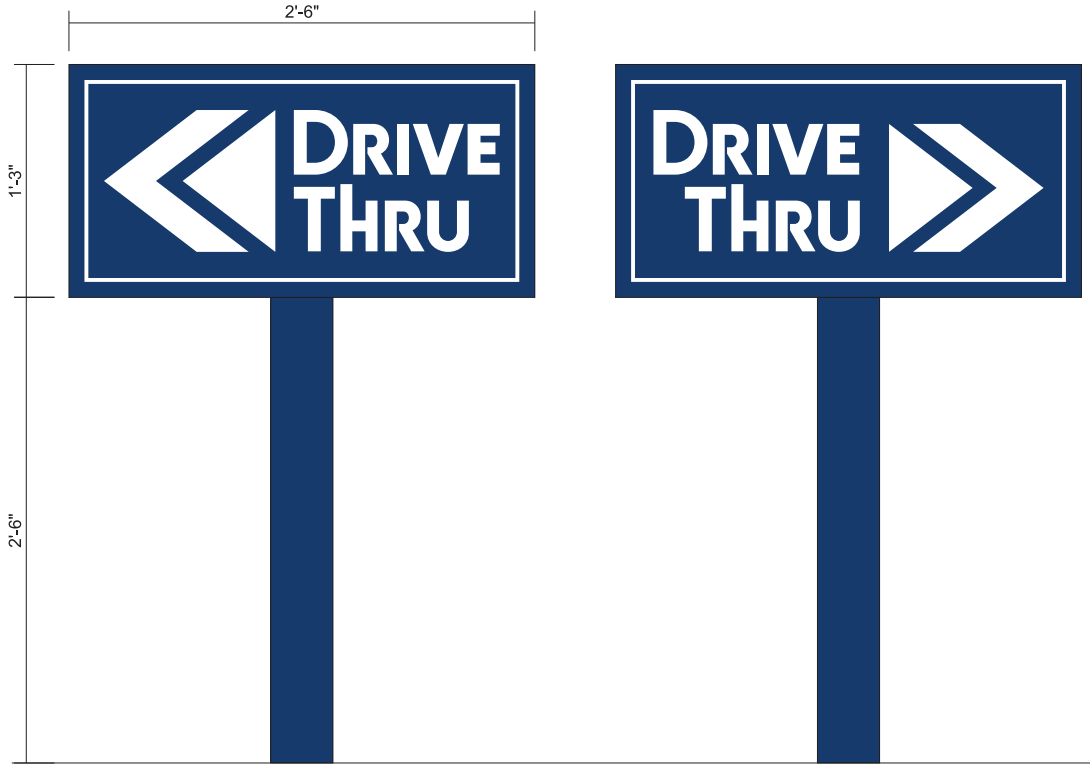
P 541.485.5546 | F 541.485.5813

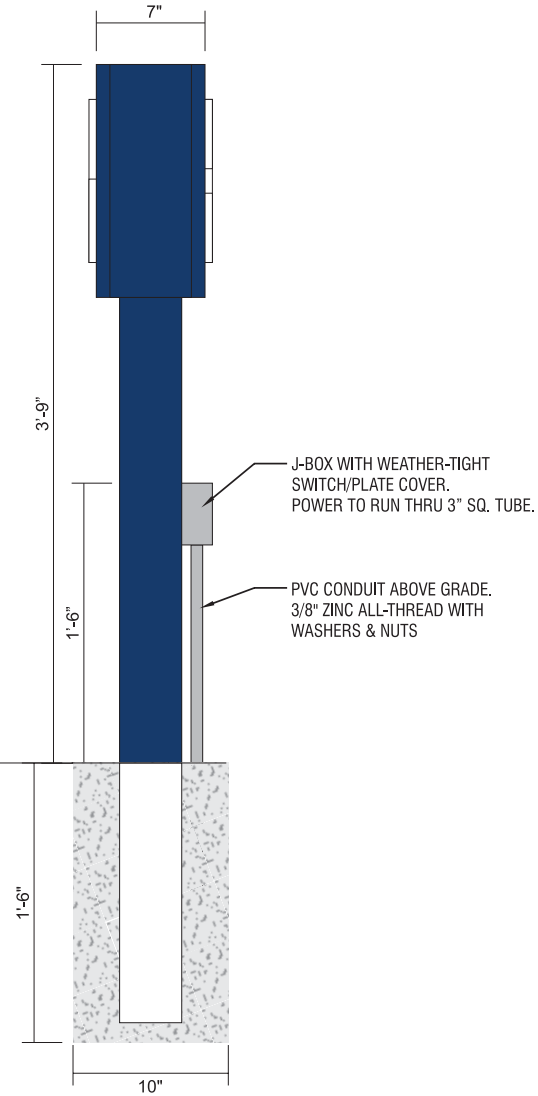
SCOPE OF WORK: MANUFACTURE & INSTALL (2) INTERNALLY ILLUMINATED 'DRIVE THRU' SIGNS

LEVEL A FINISH

LAYOUT
SCALE: 1 1/2"=1'-0"



SIDE VIEW



7" EXTRUDED ALUMINUM CABINET.
ALUMINUM FACES PAINTED TO MATCH PMS 541 C BLUE BACKGROUND.
3/4" WHITE ACRYLIC PUSH THRUS ARROW & TEXT.
OPAQUE MATTE WHITE PSV BORDER.
LED ILLUMINATION.
4" X 4" SQUARE TUBE POST PAINT PMS 541 C
SET POST IN NEW CONCRETE FOOTING, 10" DIA. X 18" DEEP.

COLOR CODE

- PMS 541 C
- WHITE

FACTORY DRAWING

SHOP DRAWING #:
31180G

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
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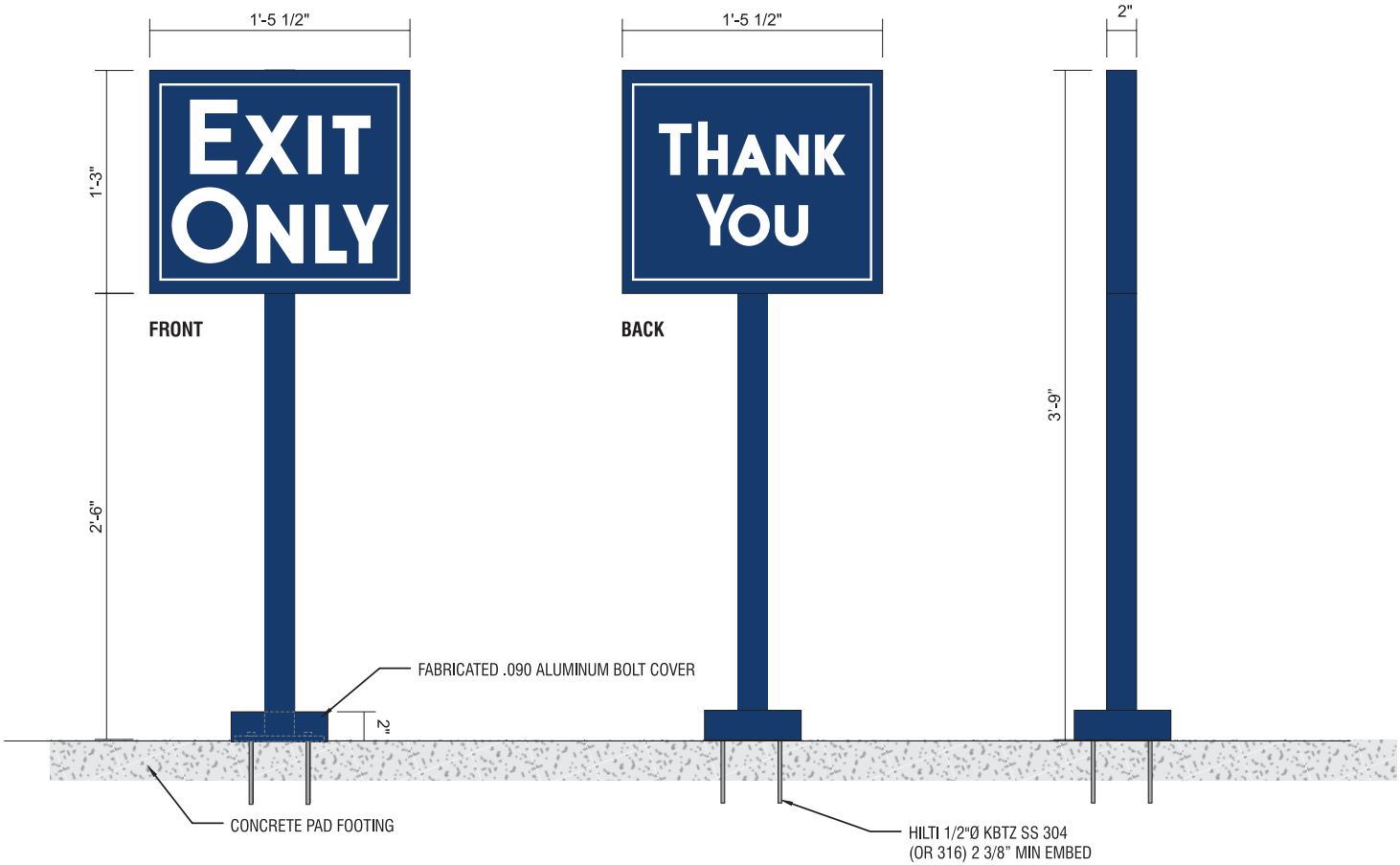
SCOPE OF WORK: MANUFACTURE & INSTALL (2) D/F FREESTANDING NON-LIT EXIT ONLY SIGNS

LEVEL A FINISH

EXIT ONLY SIGN
SCALE: 1 ½"=1'-0"



DIAMOND GRADE REFLECTIVE WHITE VINYL WITH DIGITALLY PRINTED PMS 541 C BLUE BACKGROUND
2" X 2" SQUARE TUBE ALUMINUM FRAME & POST WITH ALUMINUM FACES & 3/8" X 6" X 6" PLATE
PAINT PMS 541 C
INSTALL PLATE-MOUNT SIGN WITH HILTI KWIK BOLTS
PAD FOOTING INSTALLED BY GC

COLOR CODE

- PMS 541 C
- WHITE

FACTORY DRAWING

SHOP DRAWING #:
31180H1

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:
8.27.20 ADDED ONE MORE.

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 3

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
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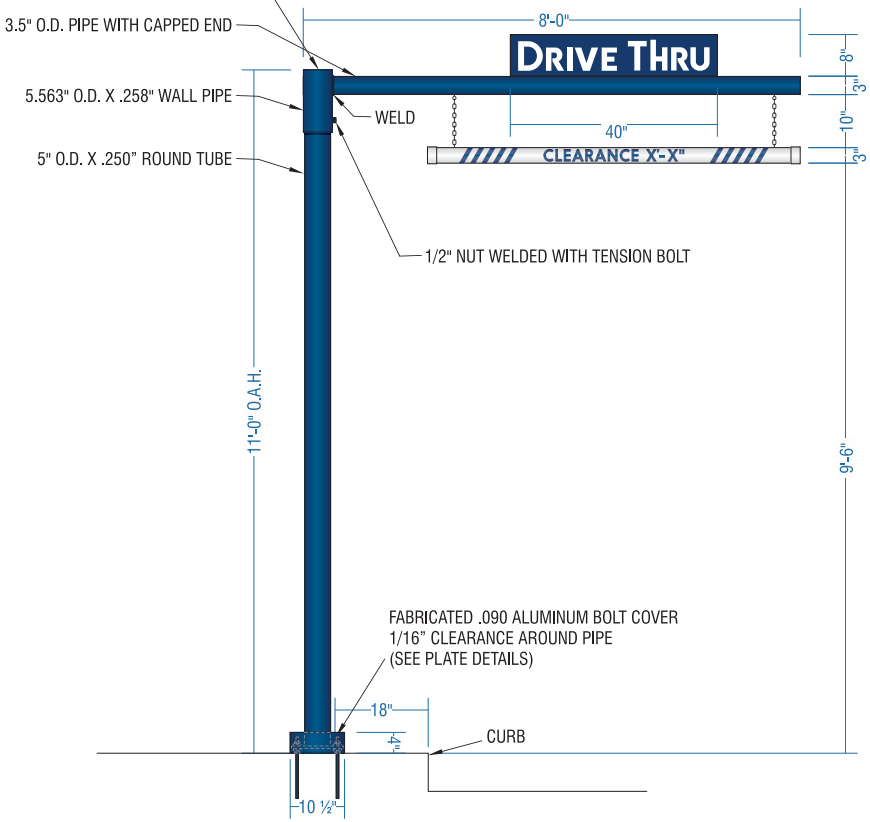
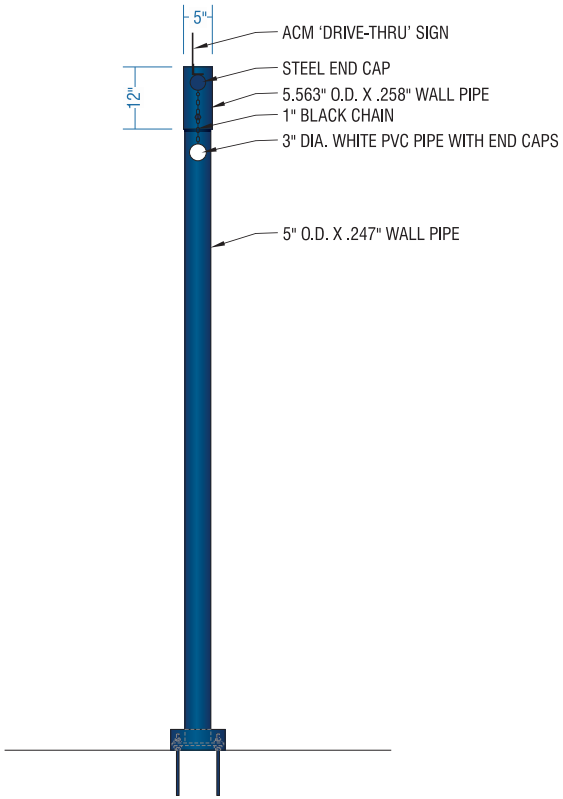
SCOPE OF WORK: MANUFACTURE & INSTALL (2) S/F POST MOUNTED CLEARANCE BARS WITH PIVOTING ARMS

LEVEL A FINISH

CLEARANCE BAR
SCALE: 1/2"=1'-0"



SIDE VIEW



STEEL POLE SUPPORT STRUCTURE WITH FABRICATED .090 ALUMINUM BOLT COVER. PAINT DB CUSTOM DARK BLUE.
3" DIA. WHITE PVC CLEARANCE BAR WITH END CAPS.
280-75 REFLECTIVE BLUE PSV TEXT & STRIPES & BLACK CHAIN SECURED TO BOTTOM OF POLE STRUCTURE.
INCLUDE ONE SHEET REFLECTIVE VINYL NUMBERS MASKED FOR FIELD INSTALLATION.
CLEARANCE NUMBERS TO BE FIELD MEASURED AND APPLIED.
MEASURE FROM ASPHALT TO BOTTOM OF OVERHANG MINUS 6".
ACM 'DRIVE-THRU' SIGN.
DIAMOND GRADE REFLECTIVE WHITE VINYL WITH DIGITALLY PRINTED PMS 541 C BLUE BACKGROUND.
INSTALL STEEL POLE PLATE-MOUNTED WITH LEVELING NUTS ONTO G.C. PROVIDED FOOTING.

COLOR CODE

- WHITE
- 280-75 REFLECTIVE BLUE PSV
- DB CUSTOM DARK BLUE

FACTORY DRAWING

SHOP DRAWING #:
31180H1

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:
8.27.20 ADDED ONE MORE.

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	2 of 3

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
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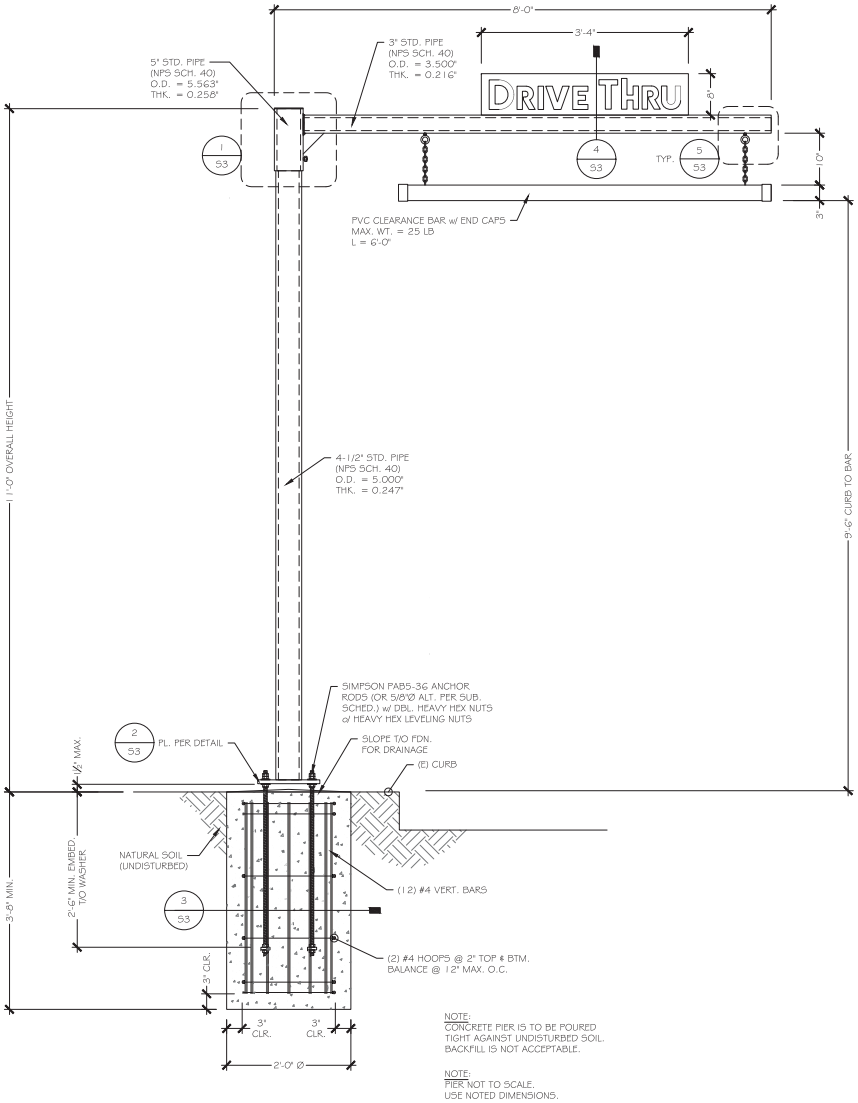
PIPE, PLATE & FOOTING DETAILS



NOTE:
CONCRETE PIER IS TO BE POURED TIGHT AGAINST UNDISTURBED SOIL. BACKFILL IS NOT ACCEPTABLE.

NOTE:
PIER NOT TO SCALE. USE NOTED DIMENSIONS.

1 ELEVATION
SCALE: 1/2"=1'-0"

FACTORY DRAWING

SHOP DRAWING #:
31180H1

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:
8.27.20 ADDED ONE MORE.

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	3 of 3

ES&A SIGN & AWNING
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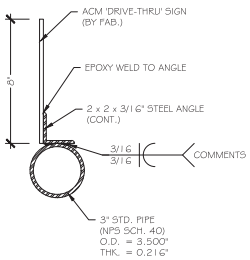
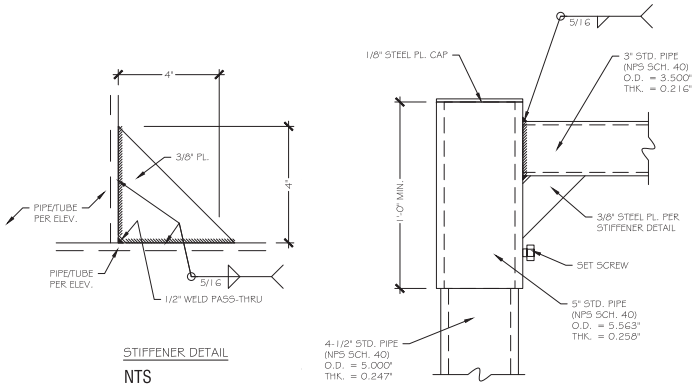
CONNECTION DETAILS

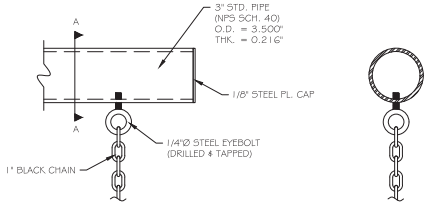


4 CONNECTION DETAIL
SCALE: 1 ½"=1'-0"



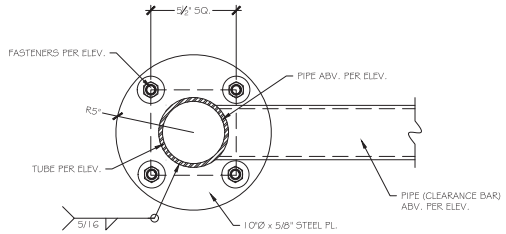
STIFFENER DETAIL
NTS

1 CONNECTION DETAIL
SCALE: 1 ½"=1'-0"

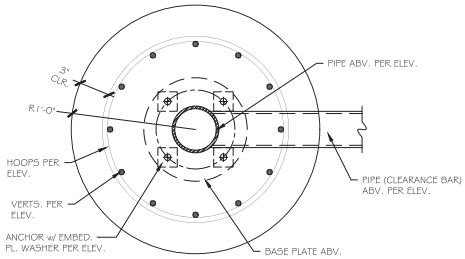


SECTION A-A

5 CONNECTION DETAIL
SCALE: 1 ½"=1'-0"



2 PLATE DETAIL
SCALE: 1 ½"=1'-0"



3 FOUNDATION DETAIL
SCALE: 1"=1'-0"

FACTORY DRAWING

SHOP DRAWING #:
311801

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
8/27/20

SHOP REVISIONS:

SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
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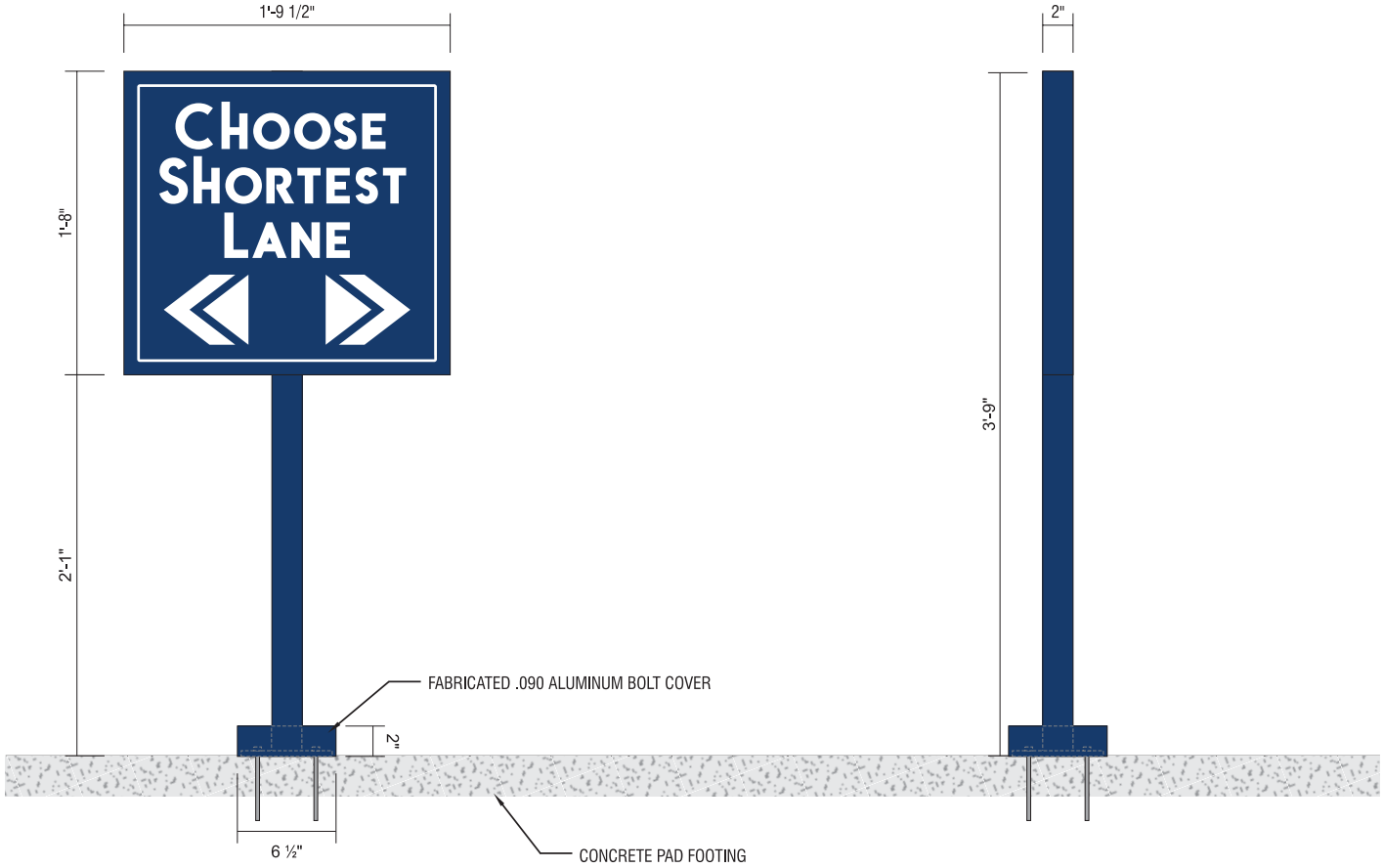
SCOPE OF WORK: MANUFACTURE & INSTALL (1) S/F DIRECTIONAL SIGN

LEVEL A FINISH

DB-DIR-CHOOSE
SCALE: 1 1/2"=1'-0"



DIAMOND GRADE REFLECTIVE WHITE VINYL WITH DIGITALLY PRINTED PMS 541 C BLUE BACKGROUND
2" X 2" SQUARE TUBE ALUMINUM FRAME & POST WITH ALUMINUM FACES & 3/8" X 6" X 6" PLATE
FABRICATED .090 ALUMINUM BOLT COVER
PAINT PMS 541 C
INSTALL PLATE-MOUNT SIGN WITH HILTI KWIK BOLTS
PAD FOOTING INSTALLED BY GC

COLOR CODE

- PMS 541 C
- WHITE

FACTORY DRAWING

SHOP DRAWING #:
31180J

CLIENT:
DUTCH BROS
DALE EARNHARDT DR.
AVONDALE, AZ 85323

DATE OF SHOP DRAWING:
6/18/20

SHOP REVISIONS:

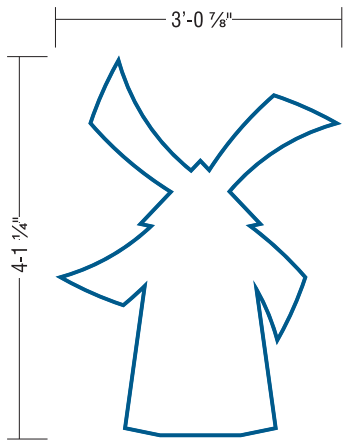
SALES:	CONCEPT. DESIGN:	PROD. DESIGN:	PAGE NO:
NJ	CH	CH	1 of 1

ES&A SIGN & AWNING
89975 PRAIRIE RD. | EUGENE, OR 97402
P 541.485.5546 | F 541.485.5813

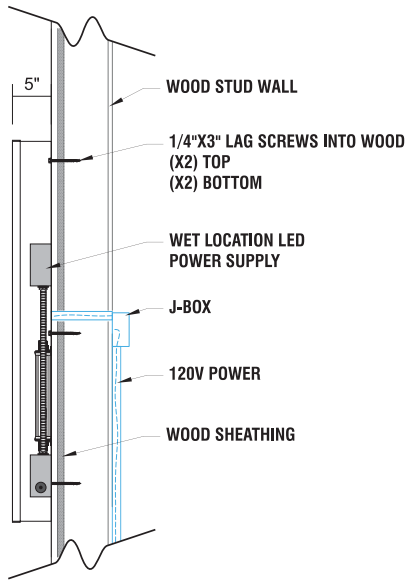
SCOPE OF WORK: MANUFACTURE & INSTALL (2) ILLUMINATED WINDMILL LOGOS

LEVEL A FINISH

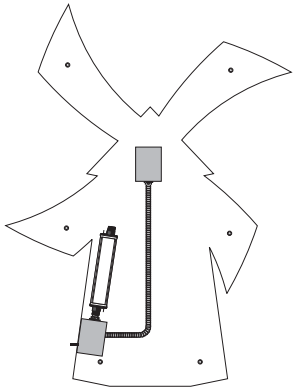
DBW11
SCALE: 3/4"=1'-0"



SIDE VIEW



ATTACHMENT DETAIL
SELF CONTAINED CHANNEL LOGO



INTERNALLY ILLUMINATED FACE-LIT FLUSH MOUNTED CHANNEL WRAP LOGO
5" DEEP CHANNEL WRAP.
RETURNS & TRIM CAP PAINTED TO MATCH PANTONE 7691 C "INTENSE BLUE".
WHITE ACRYLIC FACE.
230-127 INTENSE BLUE PSV OUTLINE.
LED ILLUMINATION.
FLUSH MOUNTED SELF CONTAINED INSTALLATION.

COLOR CODE

- 230-127 INTENSE BLUE PSV
- WHITE

Item Number: 4.c.

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Resolution 1058-0721 - Minor General Plan Land Use Map Amendment for Villages at River Grove – Application PL-20-0348

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:
This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

PURPOSE:
City Council will hold a public hearing and consider a request to adopt Resolution 1058-0721, approving a request by Ms. Wendy Riddell, Berry Riddell LLC, for a Minor Amendment to the Avondale General Plan 2030 Land Use Map for Villages at River Grove, a proposed 180-unit townhome-style multi-family residential development located at the southeast corner of Buckeye Road and El Mirage Road. The proposed Minor General Plan Amendment, if approved, will amend the land use designation of the 11.97 gross acre property from Local Commercial (LC) to High Density Residential (HDR). The HDR land use 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 Villages at River Grove Planned Area Development (PAD) to allow for development in conformance with the HDR designation will be considered separately. The Council will take appropriate action.

BACKGROUND:
The 11.97-acre subject property (Exhibits A and B) is located at the southeast corner of Buckeye Road and El Mirage Road.

The property was annexed into the City in July 1976 and rezoned from Agricultural (AG) to Planned Area Development (PAD) as part of the 156.9-acre Coldwater Springs 3 PAD in July 1998. The Coldwater Springs 3 PAD provides for development of the subject property in accordance with the uses and development standards of the City's Community Commercial (C-2) zoning district. Though the 145.0-acre single-family residential portion of the Coldwater Springs 3 PAD was fully developed between 2001 and 2004 with Cambridge Estates, a 564-lot subdivision, the commercially zoned subject remains undeveloped.

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

An application to rezone the property to Planned Area Development (PAD) to accommodate development of a 180-unit townhome-style multi-family residential community will be considered by the Council separately at this same meeting. Council approval of the proposed General Plan Amendment, changing the property's land use from commercial to residential, is required before the companion rezoning request can be approved by the Council.

The existing uses and zoning of surrounding properties include:

North of Buckeye Road: Union Pacific Railroad (UPRR) tracks run east/west immediately north of Buckeye Road. Just north of the UPRR facilities is Coldwater Springs, a subdivision consisting of 1,887 lots developed with single-family detached homes, and the Coldwater Springs Golf Club. Both the Coldwater Springs subdivision and golf course are zoned Coldwater Springs Planned Area Development (PAD).

East and South: Cambridge Estates, a subdivision consisting of 564 lots developed between 2001 and 2004 with single-family detached homes. Like the subject property, the subdivision is zoned Coldwater Springs 3 Planned Area Development (PAD).

West of El Mirage Road: From north to south, across El Mirage Road:

- Fiesta Barn Market, a convenience store on property zoned Community Commercial (C-2). In addition to the daily use of the property as a convenience store, Fiesta Barn also hosts an outdoor swap meet on select weekends; the swap meet use is legal non-conforming as it has been occurring on the property since before the site was annexed into the City.

- Diamond Ridge, a subdivision consisting of 210 lots developed with single-family detached homes. The subdivision is zoned Diamond Ridge PAD (Planned Area Development).

SUMMARY OF REQUEST:
The applicant is seeking to develop the site with Villages at River Grove, a proposed 180-unit townhome-style multi-family residential community with a density of 19.08 units per acre (based upon a net site area of 9.43 acres).

As previously noted, the property currently features a General Plan 2030 Land Use designation of Local Commercial (LC), a category which provides for the daily needs of goods and services to residents within the surrounding area; uses allowed in this category include grocery stores, neighborhood retail and services, and medical or professional offices. To accommodate the proposed multi-family residential development at a density of 19.08 units per acre, the applicant is requesting approval of a Minor General Plan Amendment (GPA) to change the General Plan 2030 Land Use designation of the property to High Density Residential (Exhibit E). The requested High Density Residential (HDR) designation allows for development of patio homes, apartments, condominiums, or townhomes with a density ranging between 12 and 30 dwelling units per acre. Though the target density within the HDR designation is twelve (12) units per acre, zoning that allows up to 30 units per acre may be approved in this designation if a proposed development provides for

enhanced walkability, design, open space, and amenities.

This proposed General Plan Amendment is the first step towards development of the property. As indicated in the preceding section, a separate application to rezone the property to Planned Area Development (PAD) has been filed and will be heard on the same Planning Commission and City Council meeting schedule as this proposed General Plan Amendment. Additional details on the proposed Villages at River Grove development, including a proposed site layout and building elevations, can be found within the staff report for the companion rezoning.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:
The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The nearest elementary school to the property is the Estrella Vista STEM Academy located at the southeast corner of 119th Avenue and Cocopah Drive in the Del Rio Ranch community. However, LESD does not assign students to particular elementary schools based upon geographical location, so elementary age students living in Villages at River Grove will have an opportunity to choose which school they will attend within the LESD system. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street, also within Del Rio Ranch.

Both LESD and TUHSD have provided the City with Certificates of Adequate School Facilities (Exhibit F) stating that each district has adequate capacity to accommodate the anticipated enrollment from the proposed Villages at River Grove development. LESD Superintendent Dr. Roger Freeman also indicated that a donation agreement is in place for impact.

PUBLIC PARTICIPATION:
A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on Monday, April 12, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic, were completed in at least fifteen (15) days prior to the meeting as required. In addition to City Staff and the applicant's team, six (6) people attended the virtual meeting (Exhibit G). Discussion and questions included:

- **Will the units be rentals, if so, what were the expected rents?** The applicant responded that yes, all 180 units would be luxury rentals with estimated rent prices ranging from $1,000 per month for 1-bedroom units to around $1,700 per month for 3-bedroom units.

- **What street improvements will be completed with the project?** City Staff indicated that the developer will be required to add an additional northbound lane to El Mirage Road adjacent to the project's western edge and a deceleration lane for westbound Buckeye Road traffic approaching the site. In addition, the developer will complete sidewalks, streetlights, curb, gutter, and landscaping along both the El Mirage Road and Buckeye Road frontages.

- **Is enough parking provided for households with multiple vehicles?** The Applicant responded that the number of personal vehicles that any one household could have on the property would be limited in tenant leases and monitored to ensure that the limitations are adhered to. The developer expects that most 2-bedroom units are likely to be rented by households with one to two residents, with the second bedroom being used instead as an office. Similarly, the developer expects most 3-bedroom units to be rented by three to four person households, where two bedrooms are utilized and the third used instead as an office.

- **The weekend swap meet occurring on the Fiesta Barn property, west of El Mirage Road, creates**

a host of issues related to parking and safe circulation, including vehicles using the dirt shoulder along the subject site as parking for the swap meet. City Staff responded that with the developer completing street improvements to El Mirage Road and Buckeye Road with this project, vehicles would no longer be able to use the dirt shoulder for parking. With the shoulder parking eliminated and no viable and/or legal parking alternatives nearby, Staff presumed that attendance to the legal non-conforming swap meet may begin to diminish.

- **Would there be a future traffic signal at the intersection of El Mirage Road and Durango Street?** Staff noted that the intersection in question is nearly a half mile south of the proposed Villages at River Grove project, but that a future signal at that location was recently discussed by City Council and is being considered for inclusion in a future Capital Improvement Program budget.

- **What types of traffic impacts were to be expected from the proposed development?** The applicant responded that the traffic expected to be generated by the planned 180-unit complex would be less volume and more evenly distributed than if the property developed with commercial uses under its current zoning. The applicant acknowledged that the traffic would be an increase over the existing condition where the property is undeveloped.

- **How does the density of the proposed development compare to the existing multi-family developments on Buckeye Road west of the Agua Fria River?** Staff responded that the proposed density, approximately 19.08 units per acre, was nearly identical to the Sedona Peaks apartments (18.82 units per acre), the nearest multi-family project to the site west of the Agua Fria River.

- **What was the expected height of the project's perimeter walls and would there be landscape area both inside and outside the perimeter walls?** The applicant responded that the height of all perimeter walls would be six (6) feet and that landscaping would be provided both inside and outside the walls to enhance the streetscapes along El Mirage Road and Buckeye Road.

Three (3) comments pertaining to the proposal were posted on the City's aVOICE/Polco digital forum, as follows:

- "Good use for that corner. Please proceed in allowing development. Although, not sure who wants to live near that ancient liquor satore (sic) with the weekend messy swapmart."

- "With all the apartments and high density housing who is going to pay for all the new schools that we (sic) be needed for all these new residences?"

- "Will you include some low income units?"

In addition, two (2) letters in support of the proposal, one (1) from the owner of the Fiesta Barn Market and the second from a homeowner in Cambridge Estates, have been provided (Exhibit H). No additional public comments have been received to date.

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

PLANNING COMMISSION ACTION:
The Planning Commission is expected to conduct a public hearing and consider this item on June 16, 2021. Due to publication deadlines, the results of the Planning Commission meeting cannot be included in this

report. Staff will provide the Council with a summary of Planning Commission's action during the presentation for this item on July 5, 2021.

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

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

- In 1998, when the subject property was identified for commercial development to support the adjacent Cambridge Estates master planned community, the prevalence of commercial uses in the vicinity of the site was minimal. Since 1998, significant commercial development has occurred within two (2) miles of the site, hindering the viability of the site as a commercial center.

- Considering the entirety of the City, excluding portions of south Avondale that are not yet annexed, there are no undeveloped properties over five (5) acres in size designated High Density Residential that are not already developed or moving towards active development. Unless one of the planned multi-family residential projects elsewhere in the City fails to construct and that land becomes available, there are no opportunities for development of projects like Villages at River Grove on sites that would not require a General Plan Amendment.

- The proposed amendment and subsequent development of the site with the proposed Villages at River Grove townhome-style multi-family residential project will further General Plan and Strategic Plan goals to diversify the City's housing stock by introducing new and different product types in Avondale.

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

- Development of the property with high density multi-family residential will bring 180 new households to the City, helping to sustain existing businesses and support development of new businesses within Avondale.

- During the 23-year period following the zoning approval, zero (0) plans for commercial development of the property have been presented for City consideration. Given the unlikelihood that the property would develop with commercial uses in the current market, approval of the requested GPA will allow for near term development of a high quality residential project that will provide both direct (construction sales tax revenues, development impact fees, etc.) and indirect (additional state/federal funding from increases in population, increased sales tax revenues from resident expenditures, etc.) benefits to the City.

- The proposed Villages at River Grove development, by virtue of providing high quality, elegant architecture, open space/amenities, and landscaping, will enhance the aesthetics of the parcel and surrounding area.

- The existing General Plan land use pattern provides an abrupt transition from single-family detached residences to commercial. Without the Coldwater Springs 3 PAD requiring enhanced buffers or other mitigating measures between the residences and future commercial development on the subject site, existing residents could be exposed to sound, light, and odor impacts sometimes associated with commercial development. The proposed Villages at River Grove PAD incorporates generous buffers that will reduce impacts of development on surrounding residents.

3. The amendment will not adversely impact the community as a whole and/or a portion of the community by: (1) significantly altering acceptable land use patterns; (2) requiring large and more expensive public infrastructure improvements including, but not limited to roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change, or (3) adversely impacting the existing land use.

- The proposed GPA does not represent an unusual or unacceptable land use pattern within Avondale or the region at large. High density multi-family residential is commonly used as a transitional land use adjacent to medium density single-family residences at major intersections.

- The Engineering Division has reviewed the requested changes to the Land Use Map. Development of the property with the proposed Villages at River Grove project will not require any larger or more expensive public infrastructure improvements over what would be needed if the area was developed under the site's existing Local Commercial land use designation. Furthermore, the developer of Villages at River Grove will bear the cost of all required improvements, including construction of an additional northbound travel lane on El Mirage Road adjacent to the property.

- Peak hour traffic from the project is expected to be lower in volume and more evenly distributed, with shallower peaks, compared to the property being developed with retail, service, or office uses under the site's current commercial zoning.

- Through the accompanying Villages at River Grove PAD, the proposed development incorporates several measures intended to mitigate any impacts of site development on surrounding land uses, particularly the Cambridge Estates single-family residential community to the south and east. These measures include limiting building heights to two stories/30 feet, providing a minimum 70-foot setback for any two-story building to adjacent single-family residential lot line, providing a minimum 80-foot setback for any two-story building to an adjacent home, providing a minimum 40-foot setback for any trash enclosures to adjacent single-family residential lot lines, and providing a minimum 15-foot landscape buffer along the site's southern and eastern edges to include, at a minimum, one (1) tree every fifteen (15) linear feet.

4. The amendment is consistent with the overall intent of the General Plan 2030 and other adopted plans, codes, and ordinances.
The proposed amendment furthers several goals of the General Plan 2030, including, but not limited to:

- General Plan Housing Element Goal #2: "*Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.*" Though there are several garden-style apartment communities within reasonable proximity to the site, there are no similar townhome-style communities featuring tuck-under garages with living above currently constructed in the City. The proposed housing product will appeal to residents seeking a single-family attached living environment without maintenance responsibilities.

- General Plan Housing Element Goal #4: "*Require excellence and innovation in residential design and construction*." The proposed Villages at River Grove development incorporates high quality architecture and amenities that further City design goals.

- General Plan Land Use Element Goal #3: "*Provide a strong balance of high quality residential, employment, recreation, and educational land.*" Relative to land entitled for commercial development, there is a shortage of available properties that can be developed with higher density residential uses that serve to support the City's existing and planned retail, restaurant, and service uses. Approval of the proposed amendment will help achieve a better balance between residential and non-residential

uses in the City.

- General Plan Circulation Theme Goal #3: "*Provide a transportation system that serves the public in a safe, efficient, and cost-effective manner*." The developer of Villages at River Grove will improve adjacent streets, including construction of an additional northbound lane for El Mirage Road adjacent to the property. Completion of the off-site improvements will enhance the safety and efficiency of traffic in the vicinity of the site, particularly northbound traffic on El Mirage approaching Buckeye Road.

DISCUSSION:

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

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** the Resolution approving Application PL-20-0348 Villages at River Grove, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of 11.97 acres from Local Commercial to High Density Residential.

PROPOSED MOTION:

I move that City Council **ADOPT** the Resolution approving Application PL-20-0348 Villages at River Grove, a request for a Minor Amendment to the General Plan 2030 Land Use Map changing the Land Use designation of 11.97 acres from Local Commercial to High Density Residential.

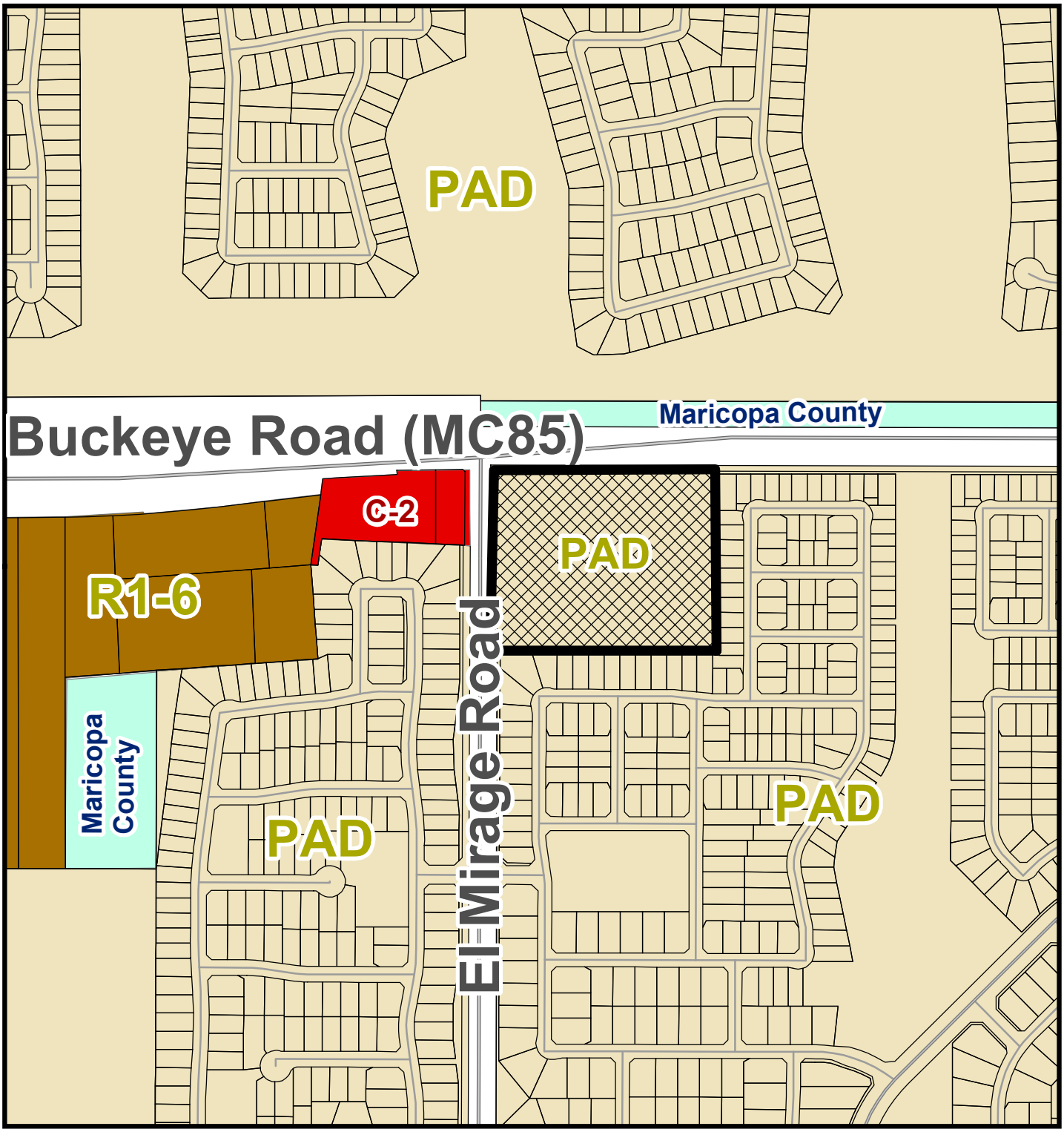
Exhibit A

Aerial Photograph

Subject Property

Avondale

Exhibit B

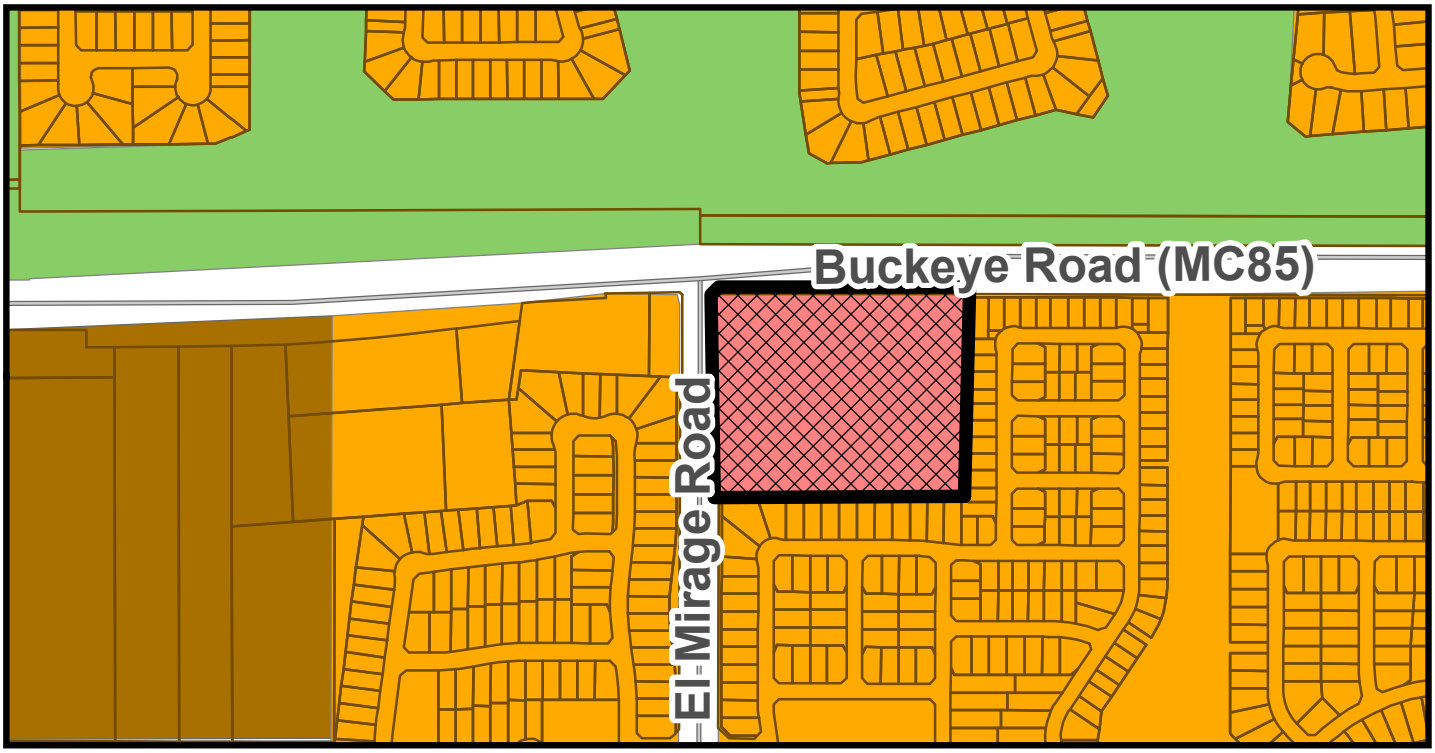


Zoning Vicinity Map

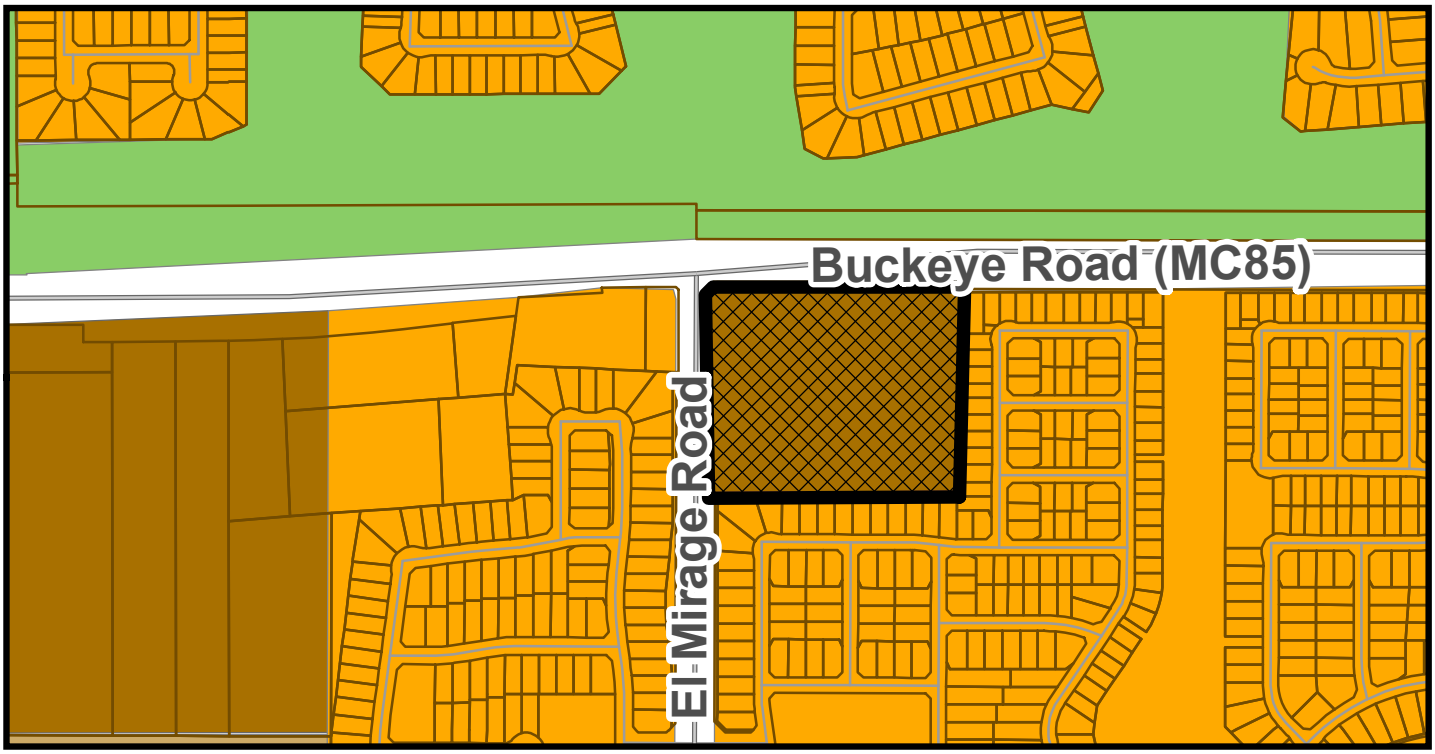
Avondale

Subject Property

Exhibit C



CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan Land Use Map

Avondale

- Medium Density Residential
- High Density Residential
- Local Commercial
- Open Space and Parks

Subject Property

SUMMARY OF RELATED FACTS

APPLICATIONS PL-20-0348 & PL-20-0349

THE PROPERTY	
PROPERTY SIZE	Approximately 11.97 gross acres
LOCATION	Southeast corner of Buckeye Road (MC-85) and El Mirage Road
EXISTING LAND USE	The subject property is undeveloped and is not used for agricultural production.
EXISTING ZONING	Coldwater Springs Phase 3 Planned Area Development (PAD)
ZONING HISTORY	The subject property was annexed in July 1976 and rezoned from Agricultural (AG) to Planned Area Development (PAD) as part of the 156.9-acre Coldwater Springs 3 PAD in July 1998. The approved PAD allows for commercial development of the subject property in accordance with the uses and development standards of the Community Commercial (C-2) zoning district.

SURROUNDING ZONING AND LAND USE	
NORTH OF BUCKEYE ROAD	Union Pacific Railroad (UPRR) tracks run east/west immediately north of Buckeye Road. Just north of the UPRR facilities is Coldwater Springs, a subdivision consisting of 1,887 lots developed with single-family detached homes, and the Coldwater Springs Golf Club. Both the Coldwater Springs subdivision and golf course are zoned Coldwater Springs Planned Area Development (PAD).
EAST AND SOUTH	Cambridge Estates, a subdivision consisting of 564 lots developed between 2001 and 2004 with single-family detached homes. Like the subject property, the subdivision is zoned Coldwater Springs 3 Planned Area Development (PAD).
WEST OF EL MIRAGE ROAD	From north to south: • Fiesta Barn Market, a convenience store on property zoned Community Commercial (C-2). In addition to the daily use of the property as a convenience store, Fiesta Barn also hosts an outdoor swap meet on select weekends; the swap meet use is legal non-conforming as it has been occurring on the property since before the site was annexed into the City. • Diamond Ridge, a subdivision consisting of 210 lots developed with single-family detached homes. The subdivision is zoned Diamond Ridge PAD (Planned Area Development).

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

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Student's Choice (No Defined School). The closest district school is Estrella Vista STEM Academy located at the southeast corner of 119th Avenue and Cocopah Drive in Del Rio Ranch.
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Avondale Boulevard and Durango Street in Del Rio Ranch.

ADJACENT STREETS	
Buckeye Road (MC-85)	
Classification	Maricopa County Arterial
Existing half street right-of-way	70 feet
Standard half street right-of-way	70 feet
Existing half street improvements	Two (2) travel lanes, half center turn lane, detached sidewalk, and streetlights.
Standard half street improvements	Two (2) travel lanes, deceleration or right turn lanes as needed, half center turn lane, curb, gutter, detached sidewalk, streetlights, and landscaping.
El Mirage Road	
Classification	Minor Arterial
Existing half street right-of-way	33 feet
Standard half street right-of-way	50 feet
Existing half street improvements	One (1) travel lane
Standard half street improvements	Two (2) travel lanes, deceleration or right turn lanes as needed, half center turn lane, bike lane, curb, gutter, detached sidewalk, streetlights, and median.

UTILITIES
Water service will be provided to the development via existing 12-inch lines in El Mirage Road and Buckeye Road. Sewer service will be provided to the development via an existing 30-inch main in El Mirage Road. SRP provides electrical service in this portion of Avondale.

Exhibit E

Proposed Minor General Plan Amendment Narrative

Villages at River Grove

Received
Electronically
March 9, 2021

General Plan Amendment Narrative

Villages at River Grove

PL-20-0348

Submitted: December 23, 2020
Resubmitted: February 25, 2021

Prepared for:
EcoVista Development
Seth Jardine, President
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REQUEST

The purpose of this request is to seek a Minor General Plan Amendment ("GPA") on an approximate 9.6-acre site located at the southeast corner of El Mirage Road and W Buckeye Road (the "Site") to accommodate a new 180-unit for-rent townhome development. As shown in the aerial below, the Site is currently vacant and surrounded by existing one to two-story single-family residential and a commercial development. Currently, the Site is designated as Local Commercial on the 2030 General Plan land use map. However, no viable commercial user has expressed an interest in this Site since it was rezoned to PAD for all C-2 land uses in 1998. A concurrent application seeks to rezone the Site from the Coldwater Springs Phase III PAD to the Villages at River Grove PAD for the residential development described herein.

Context Aerial

DEVELOPMENT PLAN

Villages at River Grove is a luxury 180-unit residential community consisting of a modern design with a centralized greenbelt with amenities. The theme of Villages at River Grove is anchored by a river feature meandering through the central amenity area from north to south, establishing a distinct identity for the development. Amenity spaces include ramadas and BBQ areas dispersed throughout the community, a playground, sports court, fitness center, clubhouse, swimming pool and spa. Double-rows of units feature an internal courtyard with shaded sidewalks to encourage resident interactions and

utilization of the amenities. An on-site manager's office is located adjacent to the pool and spa. The community will be gated and a sense of arrival is created by a palm-lined main drive and water element along Buckeye Road. In addition to the existing separated sidewalk within the right-of-way, the development features a loop path internal to the Site that is shaded by trees to facilitate safe and comfortable pedestrian circulation and encourage fitness and recreation.

Ingress and egress to the Site is provided by driveways on Buckeye Road and El Mirage Road. The circulation pattern has been designed to create visual interest and ease the flow of traffic within the Site. Buildings are staggered to create a curvilinear street pattern to create a dynamic and interesting streetscape. A row of trees within the perimeter landscaping setback and an additional row of trees along the buildings provide buffering to the adjacent land uses. Refuse enclosures are located to ensure convenient pickup and are oriented away from single-family residential areas.

Units feature one or two garage spaces depending on the unit size. Guest parking is provided at a rate of one space per ten dwelling units. Private restrictions and/or on-site management will regulate the use of garages to ensure that they are utilized for vehicles, rather than storage, and thus, an adequate amount of guest parking is maintained.

An internal private loop road provides vehicular circulation with visitor parking distributed throughout the community. All parking is screened by a 6-foot-tall perimeter wall constructed of CMU with smooth and textured stucco finishes and recesses at various intervals along the perimeter of the community. Project identification signs are integrated into the wall at the entrances on Buckeye Road and El Mirage Road. Trash enclosures are provided at convenient locations and are enclosed with 6-foot-tall CMU walls and finished to match the perimeter fence and opaque metal gates painted to match the building trim metal, and will be constructed to the city approved standards.

The design is driven by a centralized open space amenity area that is connected to a network of shaded internal courtyards that create a safe and comfortable way for residents to travel throughout the Site and enjoy the many recreation and amenity spaces. Where 25 percent landscaping is required, 33 percent of the Site is landscaped.

GENERAL PLAN AMENDMENT

Avondale strives to attract and retain quality employment opportunities, and hospitality, entertainment and dining users. High quality housing in a diverse range of product types is necessary to maintaining a diverse workforce and population that attracts these desirable land uses. However, in 2010 and around the time the General Plan was adopted,

only 1 percent of the developed land in Avondale was utilized for multi-family residential. There are still very few opportunities for residents looking for any housing type other than traditional single-family residential, which hinders Avondale's ability to respond to its growing and increasingly diverse population.

Although the Site is currently designated as Local Commercial on the General Plan 2030 Land Use Map, no commercial users have expressed an interest in the Site. However, there has been significant interest in developing this corner as residential to meet increasing demand. As such, we respectfully request a GPA to High-Density Residential to allow the development of the Site as for-rent townhomes. This request is consistent with the goals and policies of the General Plan 2030 and meets the criteria for approval as outlined in greater detail below.

General Plan Analysis

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

Response: This Site has never been developed and has remained vacant since the construction of the adjacent Cambridge Estates community in the early 2000's. The Site was rezoned for commercial land uses in 1998 to provide amenities to the master planned community, but since then, a number of commercial shopping centers have been constructed in the vicinity, eliminating the viability of developing the Site consistent with the General Plan. At the time the adjacent single-family detached subdivision was built, the Site was designated as Commercial on the 2002 Avondale General Plan Land Use Map. This designation was carried over to the General Plan 2030 Land Use Map, but there was still no interest from commercial users in the development of this Site. There are currently four grocery stores located within a two-mile radius from the Site. An approximate 18-acre shopping center is located less than one mile from the Site and an approximate 80-acre shopping center is located at Van Buren Street and Dysart Road, 1.3 miles from the Site. These commercial properties, among others, provide a number of necessary goods and services to the community while rendering this Site unfeasible for additional commercial development.

This proposal will provide a housing type that is greatly underrepresented in the market and will create an appropriate land use transition from one residential development to another, while still preserving other nearby vacant commercial properties that are more appropriately spaced from other existing commercial developments.

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

Response: Currently, the General Plan designation creates an abrupt transition from single-family detached residential to the nuisances typical to commercial developments without any mitigating provisions built into the existing PAD. This proposal incorporates appropriate buffers and land use transitions that will benefit the surrounding neighbors and is an improvement over the current land use pattern.

3. ***The amendment will not adversely impact the community as a whole and/or a portion of the community by:***
    a. ***Significantly altering the acceptable land use patterns;***
    b. ***Requiring larger and more expensive public infrastructure improvements including, but not limited to, roads, water, wastewater, and public safety facilities than would otherwise be needed without the proposed change; or***
    c. ***Adversely impacting the existing land uses.***

Response: This proposal will not negatively impact the surrounding community but rather, presents a land use that is more compatible to its context, provides an underrepresented housing option, and includes appropriate buffers and transitions.

The request to change the General Plan land use designation from Local Commercial to High-Density Residential will not have a greater impact on the public infrastructure improvements because Local Commercial and the corresponding C-2 Zoning anticipates the potential for high-density residential developments above ground-floor commercial. The Site is located at the intersection of a Road of Regional Significance (Buckeye Road) and an arterial (El Mirage Road), and a traffic impact statement was prepared in association with this request to determine that the roadway capacities are adequate for the proposed land use. Additionally, preliminary drainage, wastewater, and water reports have been prepared in association with the Site Plan/Design Review application to ensure adequate capacity.

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

Response: The proposed General Plan Amendment from Local Commercial, which permits high-density residential above ground-floor commercial, to High-Density Residential, promotes the achievement of a number of General Plan land use goals and

policies, as outlined below.

Neighborhoods Goal 2: *Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels.* ***Policy B:*** *Encourage the development of condominiums and townhomes which appeal to people seeking to own their residence, but who may not want maintenance responsibilities.*

Response: The Site is located within an area dominated by single-family detached residential which lacks sufficient diversity in housing necessary to create a multi-generational community that accommodates those who may not desire the burden of ownership. This proposal accomplishes this goal through the addition of a housing product type that is lacking in this community. Although there are a few garden-style multi-family developments within a mile of the Site, there are no similar for-rent townhome developments within Avondale. This unique housing product is the best-of-both-worlds type of housing because the design encourages a sense of ownership, but without any maintenance responsibilities for the residents.

Neighborhoods Goal 4: *Require excellence and innovation in residential design and construction.* ***Policy B:*** *Support creatively designed subdivision layouts, particularly layouts in which open space and recreation areas containing amenities are thoughtfully integrated throughout.*

Response: Special attention has been given to the design of Villages at River Grove with the intent to create an innovative development with the highest-quality architecture and amenities. The development is anchored by the riparian theme, which physically links the centralized amenity spaces together, encouraging their utilization and create areas that are comfortable and convenient to access.

Land Use Goal 3: *Promote a strong balance of high-quality residential, employment, recreation, and educational land uses.* ***Policy D:*** *Ensure adequate transitions and/or buffers are provided when adjacent land uses vary in character and intensity.*

Response: This proposal accomplishes this goal through the addition of a housing product that is lacking in the community. The balanced housing stock created by this development encourages a diverse population that is attractive to employment and recreation users. Sensitive design principles incorporated into this PAD ensure appropriate transitions and buffers. The proposal includes a 70-foot building setback for any two-story building adjacent to single-family residential. Because the single-family residential to the south and east is mostly two stories in height, the transition is appropriate for its context. Abundant landscaping is provided around the perimeter to

create a compatible land use pattern.

Economic Vitality Goal 5: *Invest in neighborhood infrastructure, public spaces, and amenities.* ***Policy B:*** *Access and implement methods requiring new residential developments to incorporate specific amenities and designate a specific amount of space for common use by neighborhoods.*

Response: This development requires investments by the developer in infrastructure adjacent to the Site, and onsite improvements include private roadways, amenities, and infrastructure. Villages at River Grove accomplishes this goal through a riparian theme rich in open space areas, common amenities, and pedestrian connections. The design is sensitive to the pedestrian scale, ensuring that residents can safely and comfortably travel throughout the Site to utilize the amenities, seek recreation, or utilize alternative forms of transportation.

General Plan Findings

In addition to accomplishing a number of policies and goals outlined in the General Plan, the proposal meets the criteria for approval of a General Plan Amendment as outlined below.

1. ***Availability of current and future water supplies.***

Response: The City of Avondale is the water service provider to this Site. Existing water system infrastructure surrounding the Site include a 12-inch water main located in Buckeye Road and El Mirage Road. The Villages at River Grove will provide domestic water service to each residence via a 1-inch water service line. Fire sprinklers will be provided via an 8-inch fire sprinkler loop through the Site with connections to the City water mains in Buckeye Road and El Mirage Road. Fire hydrants will be spaced throughout the project in accordance with City of Avondale spacing requirements of a multi-family residential type of project – 500-foot minimum spacing. A preliminary water report has been prepared in association with the request to determine that the City of Avondale's water system has sufficient capacity to meet the demand of the proposal.

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

Response: The current zoning of the Site and the current General Plan land use designation of Local Commercial allows for unlimited residential above ground-floor commercial. Although a mixed-use development would be limited in density due to land area constraints related to parking and other requirements, a comparison between the

land uses does not result in a greater impact on the City's transportation system. The Site is located at the intersection of a Road of Regional Significance (Buckeye Road) and an arterial (El Mirage Road), and a traffic impact statement was prepared in association with this request to determine that the roadway capacities are adequate for the proposed land use. In fact, the statement concludes that the resulting traffic impact from the proposed development is substantially lower than what could be generated by the current entitlements.

3. ***Impact on the natural environment, including, but not limited to, hillsides, riparian areas, and floodways.***

Response: The Site is generally flat with no natural environmental features. As such, the proposal to change the General Plan land use designation from Commercial to Residential will not have any negative impact on the natural environment.

4. ***Extent to which the proposal contributes to achieving the (i) job to population ratio, (ii) square foot per capita ratio, and (iii) multi-family housing identified within this GP2030.***

Response: The prolonged failure to find any commercial user interested in this Site indicates a need for more housing which will bring a greater population to support new jobs and businesses to Avondale. Approval of this request will allow for the development of multi-family housing that will provide some balance to the job to population ratio.

5. ***Impact on City services and facilities including, but not limited to police, fire, water, and wastewater.***

Response: As noted previously, the current entitlements permit residential as part of the development. As such, this request will not result in any impact on City services in comparison to what could be built today by right.

6. ***Extent to which the goals of this GP2030 are accomplished.***

Response: As outlined in the previous section, this proposal promotes the achievement of the overall vision of the 2030 General Plan and responds to a number of specific goals and policies, and meets the criteria for approval of a GPA.

AVONDALE STRATEGIC FIVE-YEAR PLAN

The 2021 City of Avondale Strategic Plan was recently adopted and sets a five-year roadmap to improving the quality of life by creating a common vision in seven strategic areas. This proposal is consistent with those strategies and will ensure that Avondale is able to offer diverse housing options and an appropriate live/work/play balance. The plan acknowledges the need to attract and retain a diverse and competitive workforce. The accomplishment of this strategy requires strong variety in housing product type. Approval of this request will allow for the development of a housing type that is currently not provided in Avondale and thus, promote the accomplishment of this goal. The plan also recognizes the need to increase visitor traffic to Avondale's entertainment, recreation, conference, and hospitality venues. A critical component of increased attendance is the need to bring a larger and more diverse population within proximity to these sites. This proposal promotes the achievement of this goal by providing the needed housing to support a growing population and thus, increase visitor traffic to Avondale's multi-generational recreation events and programs.

CONCLUSION

This request is a Minor General Plan Amendment from Local Commercial to High-Density Residential for the development of a 180-unit luxury, for-rent townhome community. This development is consistent with the goals and policies of the General Plan 2030 and will bring a number of positive benefits to the community including synergy with the surrounding developments, the addition of quality residences to the housing stock, and an increase in property values.

EXHIBIT A

Existing General Plan Map

Existing General Plan Land Use Map

EXHIBIT B

Proposed General Plan Map

Proposed General Plan Land Use Map

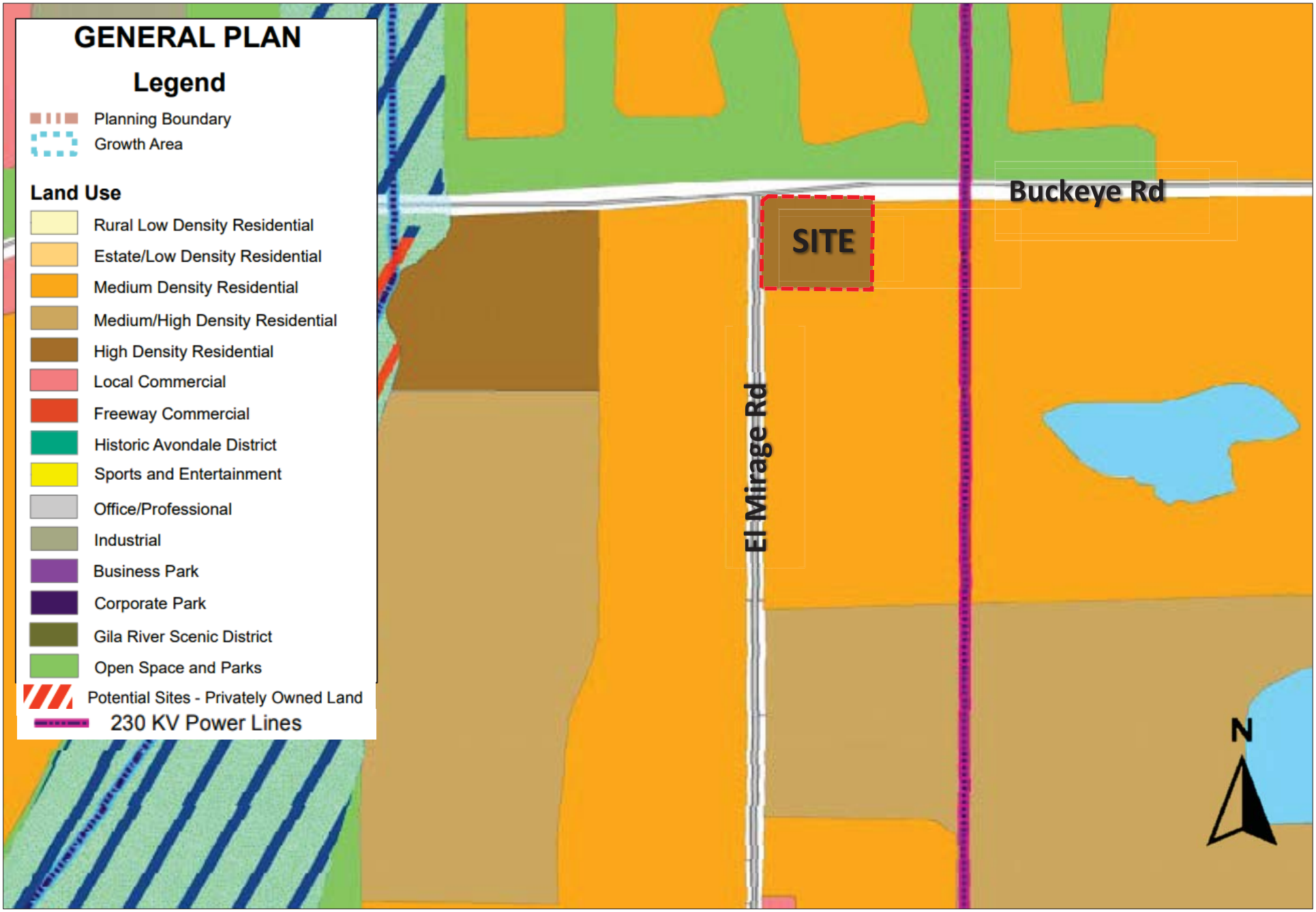

Exhibit F

Certificates of Adequate School Facilities

Littleton Elementary School District
Tolleson Union High School District

Avondale
Aspiring. Achieving. Accelerating.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a rezone, general plan amendment, and site plan and design review has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: River Grove Townhomes
Project Manager: EcoVista Development
Request: PAD
Acreage/Parcel Size: 9.6 acres
Current Density Allowed: No density limit (residential permitted on upper stories over ground floor commercial only)
Density Proposed: 20 du per net acre
Total number of residential units proposed: 180 units

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☑ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes ☐ No ☑

If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? **Yes** **No**

If answered yes, please explain below:
Donation agreement is in place for impact

If additional writing space is needed, please attach pages to this form

Date Reviewed: April 16, 2021

School District: Littleton Elementary School District

District Superintendent: Roger Freeman

Phone #: 623-478-5616

E-mail: edwards.khalilah@avondaleaz.gov

Signature [redacted]

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

Avondale
Aspiring. Achieving. Accelerating.

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If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes ☐ No ☒

If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

If additional writing space is needed, please attach pages to this form

Date Reviewed: December 17, 2020
School District: Tolleson Union High School District #214
District Superintendent: Nora Gutierrez
Phone #: 623-478-4001
E-mail: nora.gutierrez@tuhsd.org

Signature: [redacted]

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

Exhibit G

Neighborhood Meeting and Outreach Summary

Villages at River Grove

BERRY | RIDDELL LLC

6750 E. Camelback Rd., #100
Scottsdale, AZ 85251
Office: 480-385-2727
www.berryriddell.com

ap@berryriddell.com
Direct: 480-682-3916

April 20, 2021

Via Email to:
City of Avondale
Attn: Ken Galica
11465 W Civic Center Drive
Avondale, Arizona 85323

Re: Villages at River Grove

Dear Kristine:

The purpose of this correspondence is to summarize the virtual Open House meetings and other neighborhood outreach that is being performed in conjunction with a pending application for a rezoning to PAD, General Plan Amendment from Local Commercial to High-Density Residential, and Site Plan/Design Review approval for the site shown below and located at the southeast corner of El Mirage Road and Buckeye Road (the "Site") to permit a rental townhome development.

In January, outreach consultants with Bilsten Consulting Inc. began walking door-to-door within the community to share the proposal, answer questions, and seek input. They found that many of the neighbors are supportive of the proposal, prefer residential over the nuisances associated with commercial, and are eager to see the Site developed.

In February a website was posted (https://ap85943.wixsite.com/villagesatrivergrove) containing details of the proposal, contact information for the applicant, details of the open house, and an opportunity to provide comments. The website link was included on the public hearing sign, postcard, and publication. No comments were received by the community in response to the website.

The virtual Open House was held on April 12th from 6pm to 7pm. Representatives from EcoVista Development, Bilsten Consulting, Ron Deitrick Architects and Berry Riddell gave a presentation and were available to answer questions. A total of six people attended:

Larry White – [redacted]
Al Nunez – [redacted]
Alisha M. – [redacted]
Kim Gathings – [redacted]
Pat Dennis – North Avondale
Jessica Smith – [redacted]

Neighbors asked about the density of the project, whether the units would be for rent or for sale, if traffic will be negatively impacted by the proposal, how much guest parking would be provided, whether a new traffic light would be added, and if garages are provided to residents. Additionally, neighbors asked about the associated offsite roadway improvements and how many lanes would be added. Neighbors mentioned that the swap meet causes customers to park along El Mirage Road and staff responded by explaining that the roadway improvements would likely cause the swap meet traffic to be reduced due to a lack of available on-street parking. The applicants responded to all questions and encouraged the attendees to reach out with any additional questions.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners' associations, and other interested parties. A vital part of the outreach process is to allow people to express their concerns, understand their issues, and attempt to address them in a professional and timely matter. The team and outreach consultants will continue to engage with the community throughout this process to seek valuable feedback and be responsive to comments.

If you have any questions about our responses, please feel free to reach out to me directly.

Very truly yours,

[redacted]

Ashley Porter

Exhibit H

Letters in Support of Proposal

Villages at River Grove

Brian Craig
Avondale Plannning Manager
City of Avondale
Planning and Development Dept
11654 W Civic Center Dr
Avondale AZ, 85323

Mayor and Council,

I am a the business owner of the Fiesta Barn Market / liquor store at 12301 W Buckeye Rd, Avondale AZ , 85323.
I am in support of the proposed River Grove project directly across the street from my business.
This area is in need of more high-quality residential development, whose residents can support the local businesses. The current dirt lot has been an eye sore on the community and this project will make good use of that land.
This is precisely the type of appropriate development that this community needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature Bassam Sarkendo.

Printed Name [redacted]

Address 12301 W. Buckeye Rd

City Avondale State AZ 85232

Phone/Email [redacted]

Dear Mayor and Council,
My name is Kim Gathings and I live at [redacted] which is just a few houses behind the proposed project on the SE corner of Buckeye and El Mirage Rd. I was one of the only neighbors who attended the virtual neighborhood meeting. I initially had some questions about the density, but that was before I learned just how big the site actually is. I was very surprised to hear the overall size and I had to drive the site to believe it myself. After I drove the site, my opinion changed as there was more vacant dirt there than I remembered.

I also received numerous calls from the development team's outreach coordinator to make sure that all of my questions had been answered. I think this project is a great idea, fits in well with the surrounding community and I really am excited. My daughter is also "thrilled" as she wants to move in there… and I want her to move out!

Please join me in supporting this proposed rezoning.

Thank you,

[redacted]
Kim Gathings
[redacted]
Avondale, AZ 85323
623-[redacted]

RESOLUTION NO. 1058-0721

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE CITY OF AVONDALE GENERAL PLAN LAND USE DESIGNATION OF APPROXIMATELY 11.97 ACRES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF BUCKEYE ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-20-0348, FROM LOCAL COMMERCIAL TO HIGH DENSITY RESIDENTIAL.

WHEREAS, the City of Avondale General Plan (the "General Plan") was adopted by the Mayor and Council of the City of Avondale (the "City Council") on April 2, 2012, and ratified by the qualified electors of the City of Avondale on August 28, 2012; and

WHEREAS, the City Council desires to amend the General Plan to change the land-use designation for approximately 11.97 acres generally located at the southeast corner of Buckeye Road and El Mirage Road, from Local Commercial to High Density Residential, as shown in Application PL-20-0348 (the "General Plan Amendment"); and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City of Avondale (the "City") has consulted with, advised and provided the opportunity for public comment on the General Plan Amendment; and

WHEREAS, all due and proper notices of the public hearings on the General Plan Amendment held before the City of Avondale Planning Commission (the "Commission") and the City Council was given in the time, form and substance provided by ARIZ. REV. STAT. § 9-461.06; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the Commission held a public hearing on the proposed General Plan Amendment in the City Council Chambers on June 16, 2021, after which the Commission recommended approval; and

WHEREAS, pursuant to ARIZ. REV. STAT. § 9-461.06 and the General Plan, the City Council held a public hearing on the proposed General Plan Amendment in the City Council Chambers on July 5, 2021.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The General Plan is hereby amended to change the land-use designation for approximately 11.97 acres generally located at the southeast corner of Buckeye Road and El Mirage Road, as shown in Application PL-20-0348, as depicted on Exhibit A, attached hereto and incorporated herein by reference, from Local Commercial to High Density Residential.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED AS TO FORM:

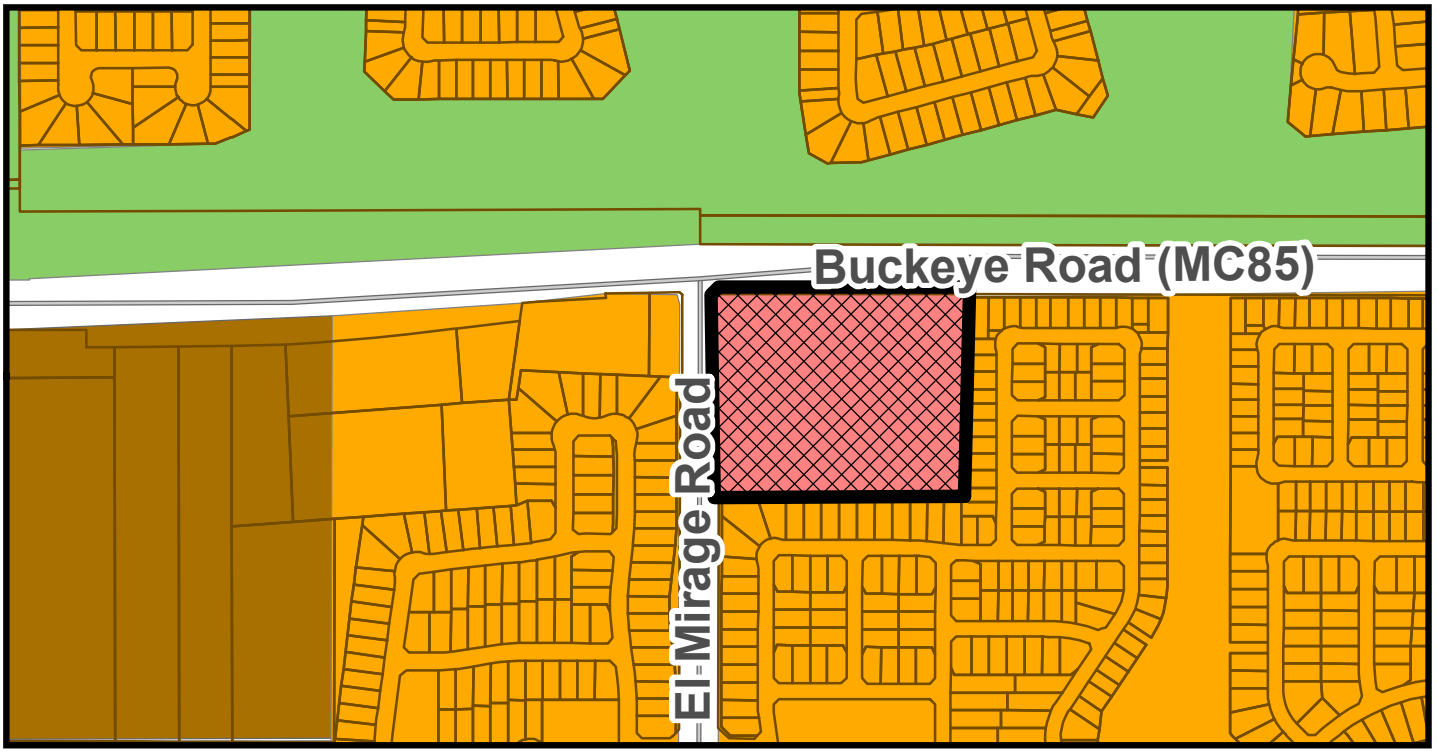
_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 1058-0721

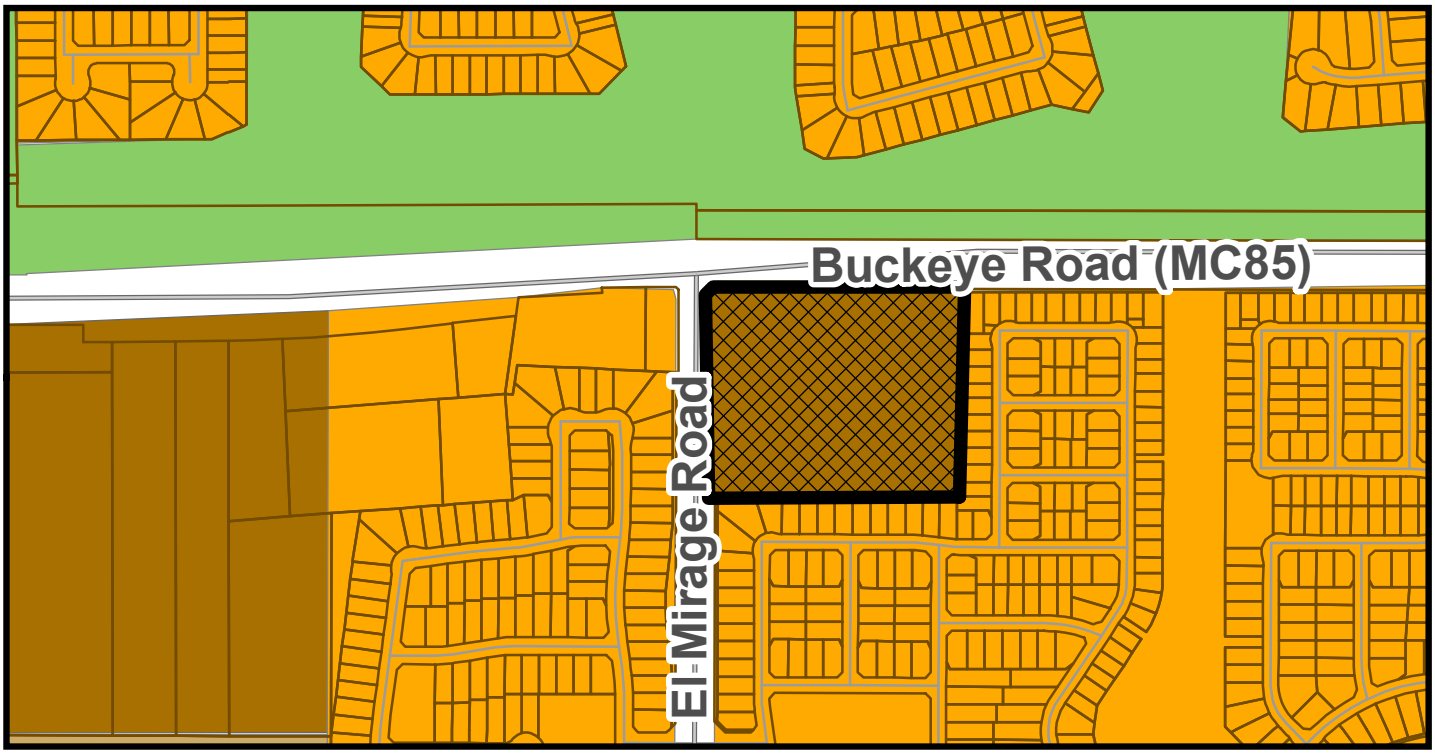
[General Plan Amendment Map]

See following pages.

Exhibit C



CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan Land Use Map

Avondale

- Medium Density Residential
- High Density Residential
- Local Commercial
- Open Space and Parks

Subject Property

Item Number: 4.d.

CITY COUNCIL REPORT

SUBJECT: Public Hearing and Ordinance 2032-0721 - Rezoning from Coldwater Springs 3 Planned Area Development (PAD) to Villages at River Grove Planned Area Development (PAD) – Application PL-20-0349

MEETING DATE: 7/5/2021

TO: Mayor and Council

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

THROUGH: Lindsey Duncan, Deputy City Manager, (623) 333-2011

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

STRATEGIC PLAN:

This agenda item supports the following Avondale Strategic Outcome Area:

- Creative and Sustainable Community Development - Avondale is committed to creating a sense of place, a community of residents and local businesses unified by pride and common values.

PURPOSE:

City Council will hold a public hearing and consider a request by Ms. Wendy Riddell, Berry Riddell LLC, to rezone approximately 11.97 gross acres of land located at the southeast corner of Buckeye Road and El Mirage Road from Coldwater Springs 3 Planned Area Development (PAD) to Villages at River Grove Planned Area Development (PAD). The proposed Villages at River Grove PAD would allow for development of the site with a 180-unit townhome-style multi-family residential community at a net density of 19.08 units per acre (based upon a net parcel area of 9.43 acres). A request to change the General Plan 2030 Land Use Map designation of the property from Local Commercial to High Density Residential to allow residential development at the proposed density will be considered separately. The Council will take appropriate action.

BACKGROUND:

The 11.97-acre subject property (Exhibits A and B) is located at the southeast corner of Buckeye Road and El Mirage Road.

The property was annexed into the City in July 1976 and rezoned from Agricultural (AG) to Planned Area Development (PAD) as part of the 156.9-acre Coldwater Springs 3 PAD in July 1998. The Coldwater Springs 3 PAD provides for development of the subject property in accordance with the uses and development standards of the City's Community Commercial (C-2) zoning district. Though the 145.0-acre single-family residential portion of the Coldwater Springs 3 PAD was fully developed between 2001 and 2004 with Cambridge Estates, a 564-lot subdivision, the commercially zoned subject property remains undeveloped.

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

The existing uses and zoning of surrounding properties include:

North of Buckeye Road: Union Pacific Railroad (UPRR) tracks run east/west immediately north of Buckeye Road. Just north of the UPRR facilities is Coldwater Springs, a subdivision consisting of 1,887 lots developed with single-family residential detached homes, and the Coldwater Springs Golf Club. Both the Coldwater Springs subdivision and golf course are zoned Coldwater Springs Planned Area Development (PAD).

East and South: Cambridge Estates, a subdivision consisting of 564 lots developed between 2001 and 2004 with single-family residential detached homes. Like the subject property, the subdivision is zoned Coldwater Springs 3 Planned Area Development (PAD).

West of El Mirage Road: From north to south, across El Mirage Road:

- Fiesta Barn Market, a convenience store on property zoned Community Commercial (C-2). In addition to the daily use of the property as a convenience store, Fiesta Barn also hosts an outdoor swap meet on select weekends; the swap meet use is legal non-conforming as it has been occurring on the property since before the site was annexed into the City.

- Diamond Ridge, a subdivision consisting of 210 lots developed with single-family residential detached homes. The subdivision is zoned Diamond Ridge PAD (Planned Area Development).

SUMMARY OF REQUEST:
The applicant is requesting to rezone the subject property to a new Planned Area Development (PAD). The proposed Villages at River Grove PAD Narrative, included as Exhibit E, details permitted uses, development standards, landscaping and architectural design standards, and other requirements that will guide future development of the site with a contemporary 180-unit townhome-style multi-family residential community. Within the narrative, exhibits are provided including a conceptual site plan (Exhibit F), building elevations and architectural renderings (Exhibit G), conceptual landscape and open space plans, and sign elevations. As noted above, the property is currently designated by the General Plan Land Use Map for Local Commercial use. Approval of the companion General Plan Amendment request, changing the Land Use Map designation of the property to High Density Residential, is required to consider approval of this rezoning request that will allow for development of the property at a density of 19.08 dwelling units per acre (based upon a net site area of 9.43 acres).

The Villages at River Grove project will be gated and primarily accessed from Buckeye Road via an attractive, resort-style entrance featuring decorative pavement and an entry median containing landscaping and a small water feature. Full-movement vehicle access will be accommodated at the primary entrance, allowing residents and visitors the ability to turn right onto eastbound Buckeye Road towards Avondale Boulevard, or left onto westbound Buckeye Road towards El Mirage Road and Dysart Road. A secondary access to the site directly to/from El Mirage Road, also featuring decorative pavement and allowing for full turning movements, is provided at the southwest corner of the property. Pedestrian access into and out of the site will be provided

via multiple pedestrian gates connecting the community's extensive illuminated and tree-shaded internal sidewalk system to both the Buckeye Road and El Mirage Road public sidewalks.

The community will be comprised of nineteen (19) buildings containing 180 multi-family townhouse residential units, a clubhouse, and a leasing office. The project is designed in a traditional, rear-loaded townhome style, where each unit's garage will be accessed at the rear of the home from a private, shared drive, allowing the front of each unit to face onto linear open space and pedestrian corridors. The majority of buildings within the development will be two-stories and 26 feet in height to the top of parapet; one (1) building and portions of four (4) others will be single-story, designed for ADA (American's with Disabilities Act) compliance, with a height of seventeen (17) feet to the top of parapet.

The proposed unit mix will include:

- 52 one-bedroom units, each of which will be located on the ground floor and feature its own attached single-car garage with interior access provided between the garage and living area. All one-bedroom units will include a ground level walled patio in the front yard overlooking a landscape area or greenbelt corridor. The units will range in area from 721 square feet to 900 square feet, not including the area of the garage or patio.

- 104 two-bedroom units, each of which will include attached garages with an interior staircase providing direct access to second floor living area above (except for two (2) ADA units that will provide for ground floor living area). Two-bedroom units will feature a second level balcony overlooking adjacent landscape areas or greenbelt corridors. Exactly half of the two-bedroom units (52 units) will feature single-car garages with the remaining half (also 52 units) equipped with two-car garages. The units will range in area from 1,035 to 1,324 square feet, not including the area of the garage or balcony.

- 24 three-bedroom units, each of which will include attached two-car garages with interior access to living area. Three-bedroom units will include living area on both the ground floor, adjacent to the garage, and second floor (except for one (1) ADA unit where all living area will be provided on the ground floor). Three-bedroom units will feature both a ground level walled patio and second-story balcony overlooking landscape area in the front of the home. The units will range in area from 1,700 to 1,715 square feet, not including the area of the garage, patio, or balcony.

In addition to every unit including its own private, attached garage as described above, 80 uncovered surface parking spaces are provided for use by guests and residents, distributed throughout the community along the private road system internal to the development. Six (6) of the 80 uncovered spaces will be equipped with electric vehicle charging stations, with accommodation made for future installation of additional charging stations in both garages and guest parking areas. In total, including garage parking and uncovered parking, the project exceeds City minimum parking requirements by nine (9) spaces.

The proposal provides for twenty (20) percent usable open space, the majority of which is provided in a centralized amenity area located immediately south of the project's Buckeye Road entrance. Both indoor and outdoor amenities will be provided in the centralized amenity area, which is accented by a shallow, artificial stream that will meander through the property in a tree-shaded paseo, inspiring the project's Villages at River Grove name. Additional amenities within the central open space area include a clubhouse with a fitness center, business center, television lounge, and coffee bar, a resort style pool and spa with cabanas and ramadas, a shaded children's playground, a basketball court, and a large lawn for open play. Outside of the central amenity zone, several more open-air ramadas with seating and barbeque grilling stations are dispersed throughout the community and a looped fitness trail is provided along the perimeter of the site. Though not included towards the project's open space calculation, all units will feature private open space in the form of walled patios, second-story balconies, or both.

The proposed building architecture (Exhibit G) provides for a contemporary aesthetic that complements the community's riparian theme by featuring clean lines, relaxed colors, and a variety of textures. Materials incorporated into the proposed building designs include five (5) different earth tone colors of painted stucco, each of which is provided in a unique texture to create different visual effects in shadow and sun conditions. Dark bronze metal, used for window frames, decorative garage doors (including contemporary glazing), balcony railings, and balcony and roof fascias, along with walnut textured metal soffit panels, and walnut entry doors, are used to provide a rich, sophisticated contrast against the lighter primary tones. Throughout the project, building massing is broken up through exceptional modulation of exterior walls as well as through incorporation of projecting elements such as roof overhangs and balconies. All building types within the proposed development incorporate the full range of materials, colors, and massing techniques to provide excellent façade articulation and create visual interest throughout.

Development of the property is expected to occur in a single phase.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES:
The property is located in the service areas of the Littleton Elementary School District (LESD) and the Tolleson Union High School District (TUHSD).

The nearest elementary school to the property is the Estrella Vista STEM Academy located at the southeast corner of 119th Avenue and Cocopah Drive in the Del Rio Ranch community. However, LESD does not assign students to particular elementary schools based upon geographical location, so elementary age students living in Villages at River Grove will have an opportunity to choose which school they will attend within the LESD system. High school aged students will attend La Joya Community High School located at the southwest corner of Avondale Boulevard and Durango Street, also within Del Rio Ranch.

Both LESD and TUHSD have provided the City with Certificates of Adequate School Facilities (Exhibit H) stating that each district has adequate capacity to accommodate the anticipated enrollment from the proposed Villages at River Grove development. LESD Superintendent Dr. Roger Freeman also indicated that a donation agreement is in place for impact.

PUBLIC PARTICIPATION:
A Neighborhood Meeting to discuss the proposal with neighboring property owners and other interested parties was held at 6:00 P.M. on Monday, April 12, 2021. Due to the ongoing Covid-19 pandemic, the meeting was held virtually via Zoom. All notices of the meeting, including mailings to owners within 1,000 feet of the site, public hearing notice signs on the property, and display ads in the Southwest Valley Arizona Republic, were completed in at least fifteen (15) days prior to the meeting as required. In addition to City Staff and the applicant's team, six (6) people attended the virtual meeting (Exhibit I). Discussion and questions included:

- **Will the units be rentals, if so, what were the expected rents?** The applicant responded that yes, all 180 units would be luxury rentals with estimated rent prices ranging from $1,000 per month for 1-bedroom units to around $1,700 per month for 3-bedroom units.

- **What street improvements will be completed with the project?** City Staff indicated that the developer will be required to add an additional northbound lane to El Mirage Road adjacent to the project's western edge and a deceleration lane for westbound Buckeye Road traffic approaching the site. In addition, the developer will complete sidewalks, streetlights, curb, gutter, and landscaping along both the El Mirage Road and Buckeye Road frontages.

- **Is enough parking provided for households with multiple vehicles?** The Applicant responded that the number of personal vehicles that any one household could have on the property would be limited in tenant leases and monitored to ensure that the limitations are adhered to. The developer expects that most 2-bedroom units are likely to be rented by households with one to two residents, with the second

bedroom being used instead as an office. Similarly, the developer expects most 3-bedroom units to be rented by three to four person households, where two bedrooms are utilized and the third used instead as an office.

- **The weekend swap meet occurring on the Fiesta Barn property, west of El Mirage Road, creates a host of issues related to parking and safe circulation, including vehicles using the dirt shoulder along the subject site as parking for the swap meet.** City Staff responded that with the developer completing street improvements to El Mirage Road and Buckeye Road with this project, vehicles would no longer be able to use the dirt shoulder for parking. With the shoulder parking eliminated and no viable and/or legal parking alternatives nearby, Staff presumed that attendance to the legal non-conforming swap meet may begin to diminish.

- **Would there be a future traffic signal at the intersection of El Mirage Road and Durango Street?** Staff noted that the intersection in question is nearly a half-mile south of the proposed Villages at River Grove project, but that a future signal at that location was recently discussed by City Council and is being considered for inclusion in a future Capital Improvement Program budget.

- **What types of traffic impacts were to be expected from the proposed development?** The applicant responded that the traffic expected to be generated by the planned 180-unit complex would be less volume and more evenly distributed than if the property developed with commercial uses under its current zoning. The applicant acknowledged that the traffic would be an increase over the existing condition where the property is undeveloped.

- **How does the density of the proposed development compare to the existing multi-family developments on Buckeye Road west of the Agua Fria River?** Staff responded that the proposed density, approximately 19.08 units per acre, was nearly identical to the Sedona Peaks apartments (18.82 units per acre), the nearest multi-family residential project to the site west of the Agua Fria River.

- **What was the expected height of the project's perimeter walls and would there be landscape area both inside and outside the perimeter walls?** The applicant responded that the height of all perimeter walls would be six (6) feet and that landscaping would be provided both inside and outside the walls to enhance the streetscapes along El Mirage Road and Buckeye Road.

Three (3) comments pertaining to the proposal were posted on the City's aVOICE/Polco digital forum, as follows:

- "Good use for that corner. Please proceed in allowing development. Although, not sure who wants to live near that ancient liquor satore (sic) with the weekend messy swapmart."

- "With all the apartments and high density housing who is going to pay for all the new schools that we (sic) be needed for all these new residences?"

- "Will you include some low income units?"

In addition, two (2) letters in support of the proposal, one (1) from the owner of the Fiesta Barn Market and the second from a homeowner in Cambridge Estates, have been provided (Exhibit J). No additional public comments have been received to date.

All required notifications for the Planning Commission and City Council public hearings have been completed. All property owners within 1,000 feet of the subject site were notified of the time, date, and location of the

Planning Commission and City Council meetings via postcards, the meetings were advertised in the Arizona Republic, and a public hearing notice sign identifying meeting dates, times, and locations was installed on the property. All notifications included Zoom meeting information and links.

PLANNING COMMISSION ACTION:
The Planning Commission is expected to conduct a public hearing and consider this item on June 16, 2021. Due to publication deadlines, the results of the Planning Commission meeting cannot be included in this report. Staff will provide the Council with a summary of Planning Commission's action during the presentation for this item on July 5, 2021.

ANALYSIS:

General Plan
A General Plan Amendment request to change the land use designation of the site to High Density Residential (HDR) is being considered concurrently with this rezoning request. The proposed Villages at River Grove PAD, with a proposed density of 19.08 units per acre, aligns with the requested HDR land use designation.

Additionally, the proposed PAD furthers several goals of the General Plan, most notably:

- General Plan Housing Element Goal #2: "*Champion the development of housing types not currently available in the City to allow for a variety of socio-economic levels*." Though there are several garden-style apartment communities within reasonable proximity to the site, there are no similar townhome-style communities featuring tuck-under garages with living above currently constructed in the City. The proposed housing product will appeal to residents seeking a single-family attached living environment without maintenance responsibilities.

- General Plan Housing Element Goal #4: "*Require excellence and innovation in residential design and construction.*" The proposed Villages at River Grove development incorporates high quality architecture and amenities that further City design goals.

- General Plan Land Use Element Goal #3: "*Provide a strong balance of high quality residential, employment, recreation, and educational land*." Relative to land entitled for commercial development, there is a shortage of available properties that can be developed with higher density residential uses, in particular townhome-style communities, that serve to support the City's existing and planned retail, restaurant, and service uses. Approval of the proposed amendment will help achieve a better balance between residential and non-residential uses in the City.

- General Plan Circulation Element Goal #3: "*Provide a transportation system that serves the public in a safe, efficient, and cost-effective manner.*" The developer of Villages at River Grove will improve adjacent streets, including construction of an additional northbound lane for El Mirage Road adjacent to the property. Completion of the off-site improvements will enhance the safety and efficiency of traffic in the vicinity of the site, particularly northbound traffic on El Mirage approaching Buckeye Road.

Streets and Infrastructure
Vehicular access to the Villages at River Grove will be provided from two (2) gated driveway entrances, a primary entrance accessible from Buckeye Road to the north and a secondary entrance accessed from El Mirage Road to the west. An expansive network of on-site pedestrian sidewalks will connect to the public sidewalks adjacent to both Buckeye Road and El Mirage Road. The developer will be responsible for improvements to both streets adjacent to the site, including the installation of an additional northbound travel lane, curb, gutter, sidewalk, streetlights, and landscaping in El Mirage Road and installation of a deceleration lane, curb, gutter, and landscaping in Buckeye Road.

Based upon a review of a full Traffic Impact Analysis, the City has determined that the proposed driveways will provide adequate access to the site. Peak hour traffic from the project is expected to be lower in volume and more evenly distributed, with shallower peaks, compared to the property being developed with retail, service, or office uses under the site's current commercial zoning. With street improvements to be completed by the developer, as noted in the preceding paragraph, it is anticipated that traffic conditions on adjacent streets, particularly El Mirage Road, will improve compared to current conditions.

Permitted Uses

The uses proposed by the PAD are limited to multi-family or single-family townhomes, typical residential accessory uses such as clubhouses and open spaces, and home occupations in accordance with the City's standard Zoning Ordinance requirements. The proposed uses are fully consistent with the proposed High Density Residential General Plan designation and are appropriate for the proposed development type. It should be noted that, by virtue of allowing for both multi-family and single-family residential townhomes within the PAD, the developer is preserving the future ability to convert the project to a platted townhome (condominium) subdivision where each unit would be located on its own lot and owned separately.

Development and Design Standards

The proposed PAD utilizes the City's Multi-Family Residential (R-4) zoning district as the basis for development standards within the community. The proposed PAD meets or exceeds all R-4 requirements with the following exceptions:

- The R-4 district requires two-story (or taller) buildings to be separated from nearest single-family residential property lines by a minimum of 75 feet. The PAD proposes a slight reduction in this standard, to 70 feet, to allow for a curvilinear street design within the community. Measures have been taken to offset the minor reduction in separation, including provision of a 15-foot landscape buffer adjacent to existing single-family homes within with double rows of trees will be planted adjacent to where the shorter separation is provided.

- The R-4 district permits two (2) entry monument signs at each project entrance, with each sign limited to six (6) feet in height. To establish a unique identity for the Villages at River Grove project and to enliven the streetscape along the site's Buckeye Road and El Mirage Road frontages, the PAD proposes a one (1) foot increase in the maximum height of monument signs (to seven (7) feet) and requests one (1) additional monument sign to be angled at the intersection of El Mirage Road and Buckeye Road. To complement the buildings on the site, the proposed monument signs incorporate colors, materials, and styles used throughout the project. As such, Staff supports the proposed adjustments which will allow the project to develop a distinguishable identity to attract perspective residents.

Site design, architecture, landscaping, and open space provided by the Villages at River Grove project all meet or exceed expectations set forth within the Zoning Ordinance and Multi-Family Residential Design Manual. As previously noted, the development incorporates a riparian theme that is exemplified by a shallow meandering stream that runs from north to south through a shaded paseo. As Avondale is very sensitive to water waste, it is important to emphasize that the proposed water feature has been reviewed by members of the City's Public Works Department team and, due to the low volume used by the feature (which is designed with a recirculating water system), the feature is fully supported. Extending out from the paseo, a range of high-quality amenities are provided to appeal to users of varying demographics. Architecturally, proposed building elevations utilize a range of visually interesting, complementary materials, textures and colors order to create the depth, contrast, massing, movement and scale desired for multi-family residential development in Avondale. Furthermore, exceptional care has been taken in the design of the project through provision of landscape buffers and placement of single-story building elements nearest existing single-family residences to the south and east of the site to minimize any potential impacts of this development on those residents.

DISCUSSION:

The proposed PAD meets the following findings:

1. The proposed Villages at River Grove PAD is in direct conformance with the proposed General Plan Land Use Map designation of High Density Residential.

2. The proposed Villages at River Grove PAD is in conformance with the Multi-Family Residential Design Manual.

3. The proposed Villages at River Grove PAD will result in compatible land use relationships.

4. Adequate public infrastructure to support the proposed development either presently exists or will be constructed by the developer.

5. The recommended conditions of approval are reasonable to ensure conformance with the provisions of the Zoning Ordinance and all other applicable City codes, ordinances, and policies.

BUDGET IMPACT:

No budget impacts.

RECOMMENDATION:

City Council will conduct a public hearing and **ADOPT** the Ordinance approving Application PL-20-0349 Villages at River Grove, a request to rezone approximately 11.97 acres from Coldwater Springs 3 Planned Area Development (PAD) to Villages at River Grove Planned Area Development (PAD), subject to the following two (2) conditions of approval:

1. Development shall conform to the Villages at River Grove Planned Area Development (PAD) Narrative electronically date stamped, April 27, 2021, except as modified by these conditions.

2. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.

PROPOSED MOTION:

I move that City Council accept the findings and **ADOPT** the Ordinance approving Application PL-20-0349 Villages at River Grove, a request to rezone approximately 11.97 acres from Coldwater Springs 3 Planned Area Development (PAD) to Villages at River Grove Planned Area Development (PAD), subject to two (2) conditions listed in the staff report.

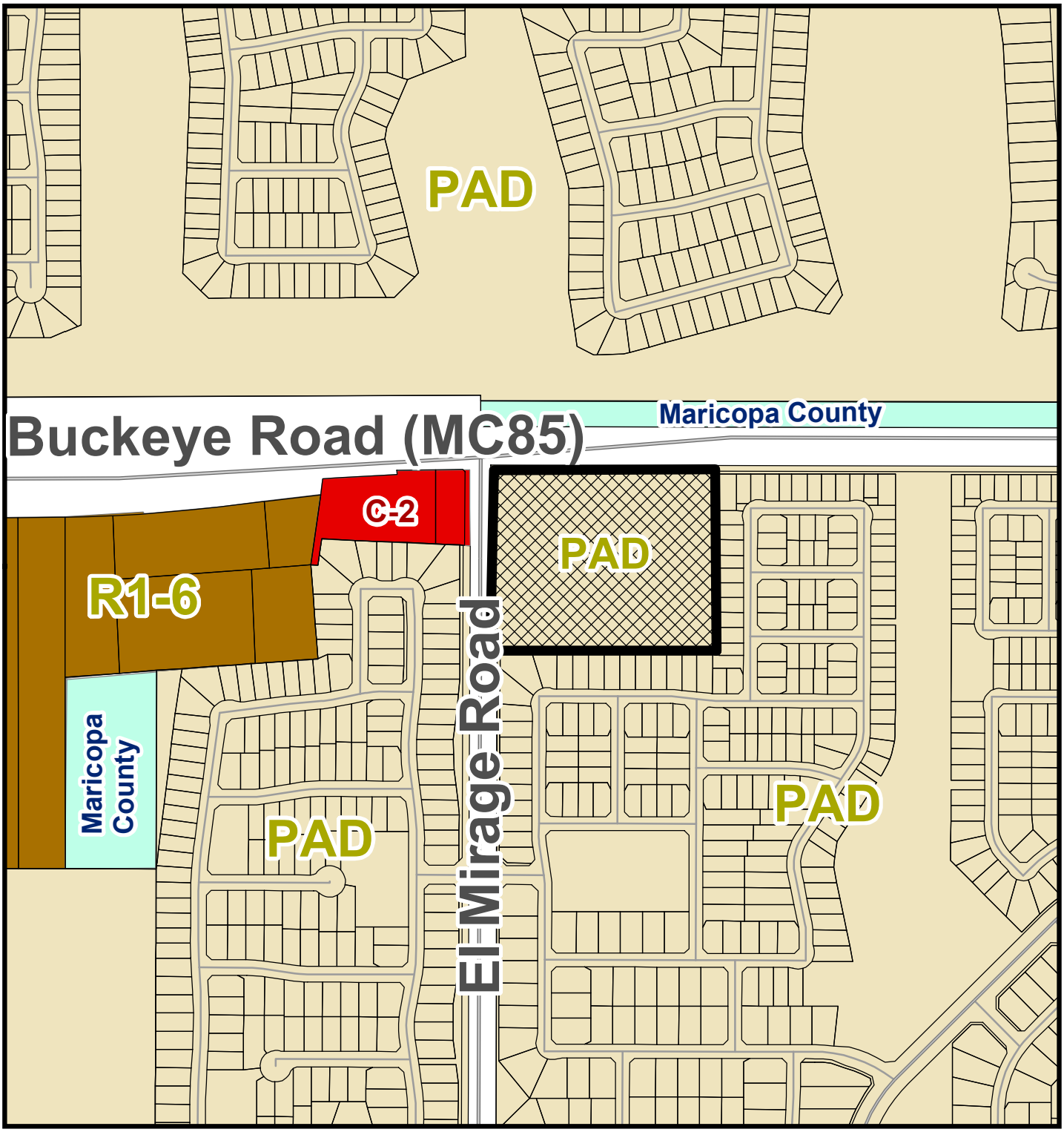
Exhibit A

Aerial Photograph

Subject Property

Avondale

Exhibit B

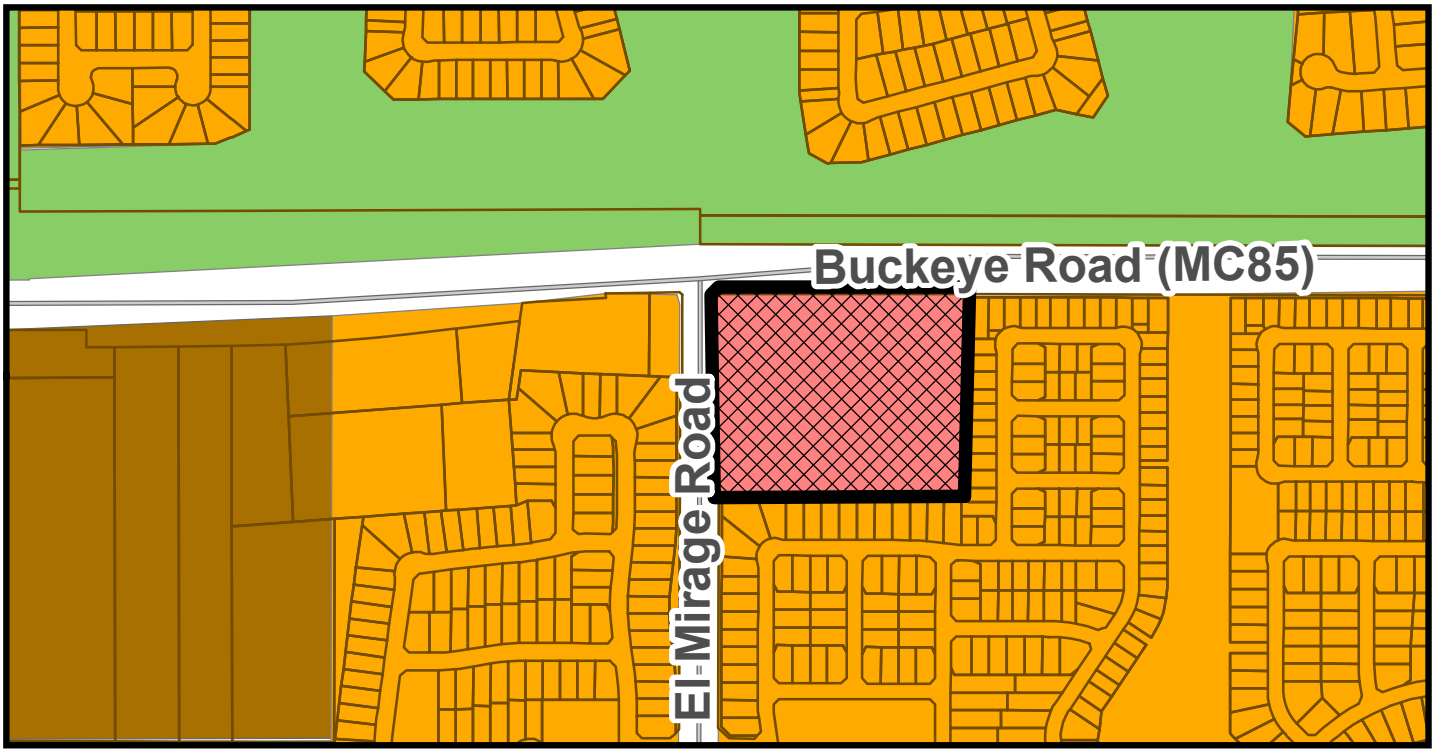


Zoning Vicinity Map

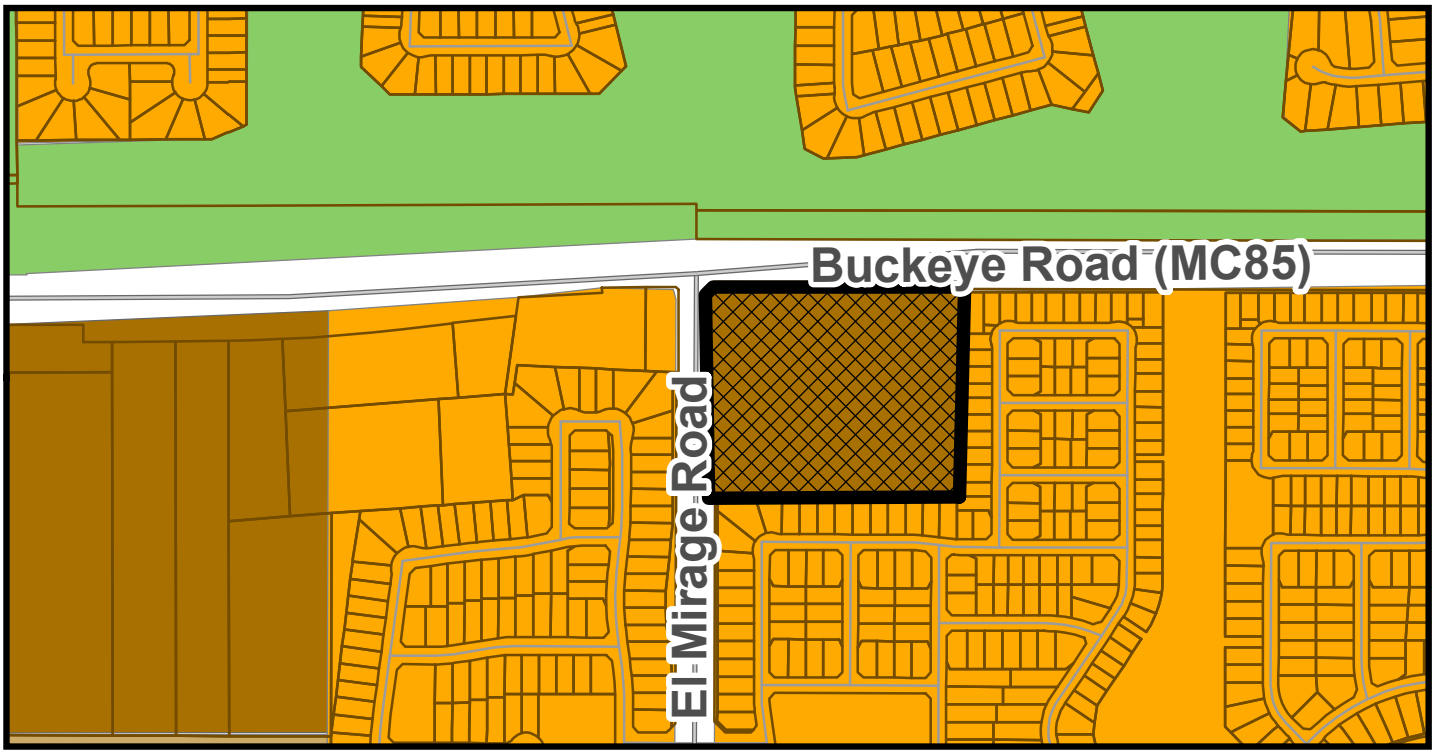
Avondale

Subject Property

Exhibit C



CURRENT LAND USE MAP



PROPOSED LAND USE MAP

General Plan Land Use Map

Avondale

- Medium Density Residential
- High Density Residential
- Local Commercial
- Open Space and Parks

Subject Property

SUMMARY OF RELATED FACTS

APPLICATIONS PL-20-0348 & PL-20-0349

THE PROPERTY	
PROPERTY SIZE	Approximately 11.97 gross acres
LOCATION	Southeast corner of Buckeye Road (MC-85) and El Mirage Road
EXISTING LAND USE	The subject property is undeveloped and is not used for agricultural production.
EXISTING ZONING	Coldwater Springs Phase 3 Planned Area Development (PAD)
ZONING HISTORY	The subject property was annexed in July 1976 and rezoned from Agricultural (AG) to Planned Area Development (PAD) as part of the 156.9-acre Coldwater Springs 3 PAD in July 1998. The approved PAD allows for commercial development of the subject property in accordance with the uses and development standards of the Community Commercial (C-2) zoning district.

SURROUNDING ZONING AND LAND USE	
NORTH OF BUCKEYE ROAD	Union Pacific Railroad (UPRR) tracks run east/west immediately north of Buckeye Road. Just north of the UPRR facilities is Coldwater Springs, a subdivision consisting of 1,887 lots developed with single-family detached homes, and the Coldwater Springs Golf Club. Both the Coldwater Springs subdivision and golf course are zoned Coldwater Springs Planned Area Development (PAD).
EAST AND SOUTH	Cambridge Estates, a subdivision consisting of 564 lots developed between 2001 and 2004 with single-family detached homes. Like the subject property, the subdivision is zoned Coldwater Springs 3 Planned Area Development (PAD).
WEST OF EL MIRAGE ROAD	From north to south: • Fiesta Barn Market, a convenience store on property zoned Community Commercial (C-2). In addition to the daily use of the property as a convenience store, Fiesta Barn also hosts an outdoor swap meet on select weekends; the swap meet use is legal non-conforming as it has been occurring on the property since before the site was annexed into the City. • Diamond Ridge, a subdivision consisting of 210 lots developed with single-family detached homes. The subdivision is zoned Diamond Ridge PAD (Planned Area Development).

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

PUBLIC SCHOOLS	
SCHOOL DISTRICT(S)	Littleton Elementary School District Tolleson Union High School District
ELEMENTARY SCHOOL	Student's Choice (No Defined School). The closest district school is Estrella Vista STEM Academy located at the southeast corner of 119th Avenue and Cocopah Drive in Del Rio Ranch.
HIGH SCHOOL	La Joya Community High School, located at the southwest corner of Avondale Boulevard and Durango Street in Del Rio Ranch.

ADJACENT STREETS	
Buckeye Road (MC-85)	
Classification	Maricopa County Arterial
Existing half street right-of-way	70 feet
Standard half street right-of-way	70 feet
Existing half street improvements	Two (2) travel lanes, half center turn lane, detached sidewalk, and streetlights.
Standard half street improvements	Two (2) travel lanes, deceleration or right turn lanes as needed, half center turn lane, curb, gutter, detached sidewalk, streetlights, and landscaping.
El Mirage Road	
Classification	Minor Arterial
Existing half street right-of-way	33 feet
Standard half street right-of-way	50 feet
Existing half street improvements	One (1) travel lane
Standard half street improvements	Two (2) travel lanes, deceleration or right turn lanes as needed, half center turn lane, bike lane, curb, gutter, detached sidewalk, streetlights, and median.

UTILITIES
Water service will be provided to the development via existing 12-inch lines in El Mirage Road and Buckeye Road. Sewer service will be provided to the development via an existing 30-inch main in El Mirage Road. SRP provides electrical service in this portion of Avondale.

Exhibit E

Proposed Planned Area Development Narrative

Villages at River Grove

Received
Electronically April
27, 2021

Rezoning Narrative

Villages at River Grove

PL-20-0349

Submitted: December 23, 2020
Resubmitted: February 25, 2021
Resubmitted: March 26, 2021

Prepared for:
EcoVista Development
Seth Jardine, President
4400 N Scottsdale Road, Suite 9500
Scottsdale, Arizona 85251

DEVELOPMENT TEAM

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OUTREACH	Bilsten Consulting Inc. Tom and Krista Bilsten 77 W Chicago Street, Suite 1 Chandler, Arizona 85225

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REQUEST

The purpose of this request is to seek a rezoning to Planned Area Development ("PAD") of an approximate 11.97-gross-acre site located at the southeast corner of El Mirage Road and W Buckeye Road (the "Site") for a new 180-unit for-rent townhome development. As shown in the aerial below and *Exhibit B – Aerial Vicinity Ma*p, the Site is currently vacant and surrounded by existing one to two-story single-family residential and a commercial development. Currently, the Site is zoned for all commercial ("C-2") land uses within the Coldwater Springs Phase 3 PAD, which includes uses such as office, antique stores, retail, hotels, hospitals, tattoo parlors, nail salons, laundromats, pet boarding, and residential above ground floor commercial with no maximum density. A such, the request will require a rezone to the Villages at River Grove PAD to permit the proposed luxury residences. Concurrent applications have been filed to seek a General Plan Amendment and Site Plan/Design Review approval to facilitate development of the Site as outlined herein. The requirements of the Zoning Ordinance (as amended), Avondale Subdivision Regulations (as amended), and Multi-Family Residential Design Manual (as amended) shall apply except where explicitly stated otherwise in this PAD.

Context Aerial

DEVELOPMENT PLAN

Villages at River Grove is a 180-unit community consisting of a modern design with a centralized greenbelt with amenities. See *Exhibit E – Site Plan*. The proposed unit mix includes one, two, and three-bedroom units ranging in size from approximately 721 square feet per one-bedroom unit, 1,324 square feet per two-bedroom unit, and 1,725 square feet per three-bedroom unit. A unit mix layout is provided with this application to show how the individual unit types will be distributed throughout the Site.

The theme of Villages at River Grove is anchored by a river feature meandering through the central amenity area from north to south, establishing a distinct identity for the development. See *Exhibit F – Conceptual Landscape and Open Space Plan*. Amenity spaces include ramadas and BBQ areas dispersed throughout the community, a playground, sports court, fitness center, clubhouse, swimming pool and spa. Double-rows of units feature an internal courtyard with shaded sidewalks to encourage resident interactions and utilization of the amenities. An on-site manager's office is located adjacent to the pool and spa. The community will be gated and a sense of arrival is created by a palm-lined main drive and water element along Buckeye Road. In addition to the existing separated sidewalk within the right-of-way, the development features a loop path internal to the Site that is shaded by trees to facilitate safe and comfortable pedestrian circulation and encourage fitness and recreation. In accordance with the City requirements, 20 percent of the Site is devoted to usable open space.

Ingress and egress to the Site is provided by driveways on Buckeye Road and El Mirage Road. The circulation pattern has been designed to create visual interest and ease the flow of traffic within the Site. Buildings are staggered to create a curvilinear street pattern to create a dynamic and interesting streetscape. A row of trees within the perimeter landscaping setback and an additional row of trees along the buildings provide buffering to the adjacent land uses. Refuse enclosures are located to ensure convenient pickup and are oriented away from single-family residential areas.

Units feature a minimum of one garage space. All one-bedroom units feature a one-car garage. Fifty percent of the two-bedroom units contain a one-car garage (noted as unit type 2.1 on the attached Site Plan) and the remaining fifty percent of the two-bedroom units contain a two-car garage (noted as unit type 2.2 on the attached Site Plan). All three-bedroom units feature two-car garages. Guest parking is provided at a rate of one space per ten dwelling units. Private restrictions and/or on-site management will regulate the use of garages to ensure that they are utilized for vehicles, rather than storage, and thus, an adequate amount of guest parking is maintained.

An internal private loop road provides vehicular circulation with visitor parking distributed throughout the community. All parking is screened by a 6-foot-tall perimeter wall constructed of CMU with smooth and textured stucco finishes and recesses at various intervals along the perimeter of the community. Project identification signs are integrated into the wall at the entrances on Buckeye Road and El Mirage Road. Trash enclosures are provided at convenient locations and are enclosed with 6 foot tall CMU walls and finished to match the perimeter fence and opaque metal gates painted to match the building trim metal, and will be constructed to the city approved standards.

As shown in the development standards comparison table contained herein, the proposal is consistent with the required setbacks of the R-4 Zoning District of the Avondale Zoning Ordinance ("AZO"). Additionally, the proposed layout complies with design goals outlined in the AZO, specifically, *open space areas shall be the central focus of the development. Open space should link recreation areas with the dwellings and be uninterrupted by vehicular circulation or parking areas* (AZO Section 2.B.2.a). The design is driven by a centralized open space amenity area that is connected to a network of shaded internal courtyards that create a safe and comfortable way for residents to travel throughout the Site and enjoy the many recreation and amenity spaces. Where 25 percent landscaping is required, 33 percent of the Site is landscaped to create a lush and comfortable environment for residents.

PROPOSED LAND USES

The following land uses shall be permitted within the Villages at River Grove PAD:

- Multi-Family Townhomes or Single-Family Townhomes
- Accessory uses incidental to the principal uses such as, but not limited to, game courts, clubhouses, community buildings, on-site leasing/management office, pools, garages, community gardens, and fitness center
- Home occupations in accordance with the AZO
- Temporary construction staging in conjunction with onsite construction in accordance with the AZO

DEVELOPMENT STANDARDS

Development within the Villages at River Grove PAD shall comply with the standards of the R-4 Zoning District of the AZO, except as modified below. If this section is silent on a development standard, the requirements of the AZO prevail.

DEVELOPMENT STANDARDS		
Standard	**R-4 Requirement**	**Requested PAD Standard**
Maximum density	30 du per net acre	25 du per net acre
Minimum lot width	50 feet	50 feet*
Minimum lot depth	100 feet	100 feet*
Maximum height	45 feet	30 feet
Maximum building coverage	50 percent	50 percent
Perimeter Setbacks/Separation		
Front yard setback (west)	25 feet	25 feet
Rear yard setback (east)	15 feet	15 feet
Street side yard setback (north)	25 feet	25 feet
Side yard setback (south)	15 feet	15 feet
Minimum 2-story building setback from adjacent single-family residential lot lines	75 feet	70 feet
Minimum building separation	15 feet	15 feet
Perimeter Landscaping Setbacks		
Adjacent to single-family residential land use or zoning	15 feet	15 feet
Fully landscaped setback to parking adjacent to public streets	15 feet	15 feet**
Signage		
Number of monument signs	Two per entry	Two per entry and one located at the intersection
Height of monument signs	Maximum 6 feet	Maximum 7 feet

*Note: If the Site is platted for ownership, the above standards shall apply except lots shall have a minimum lot area of 1,800 square feet, minimum lot width of 30 feet and minimum lot depth of 60 feet.

**Small portions of the auto-court drives may extend into the required landscape setback to allow sufficient room for turning movements

Justification

Through this PAD overlay, we are proposing a reduction in density from the base R-4 requirement, and a slight decrease in the setback adjacent to single-family residential for two-story buildings. Typically, the AZO requires that within 75 feet of a Single-Family Residential area or Zoning District, buildings shall be limited to one story in height. The request to decrease the setback to 70 feet is a minor request that is necessary to provide a curvilinear street design that creates an attractive internal streetscape. Additionally, because a majority of the adjacent single-family residences are two-story in height, the request is appropriate for this Site.

The Villages at River Grove PAD is proposed to permit only residential and ancillary land uses, which will create a better transition than the current entitlements allow. The current PAD permits commercial land uses adjacent to single-family residential such as office, antique stores, retail, hotels, hospitals, tattoo parlors, nail salons, laundromats, pet boarding, and residential above ground floor commercial with no maximum density. This PAD proposes a sensitive transition between land uses that will ensure development of this Site has a positive impact on the surroundings. One additional monument sign and a minimal increase in height has been requested so that a placemaking sign can be provided at the intersection of Buckeye Road and El Mirage Road to reinforce the development's identity and create visual interest.

LANDSCAPING, OPEN SPACE & AMENITIES

The design for Villages at River Grove is inspired by a riparian theme with abundant open space and amenities that encourage residents to spend time outdoors socializing, exercising, or relaxing. The amenities provided to residents includes both indoor and outdoor spaces to encourage utilization regardless of weather. The outdoor amenities include a centralized swimming pool with spa, abundant seating and ramadas, a sports court, lawn, and multiple ramadas with picnic tables and BBQs are evenly dispersed throughout the Site for convenient access. Indoor amenities may include a fitness center, business center, lounge, televisions, coffee bar, and other amenities. In addition to the indoor and outdoor amenities, the design incorporates inner courtyards that are connected to the amenity spaces and one another to make it easy and comfortable for residents to travel throughout the Site.

Over 80,000 square feet of usable open space is provided to create an enjoyable environment for residents. This design recognizes the importance of creating a positive relationship between the development and the surrounding streets and sidewalks so that residents feel safe and comfortable utilizing alternative forms of transportation.

A low-impact underground storm water retention system will be utilized in the design. The landscaping design for Villages at River Grove is composed of low-water use, desert-appropriate plant palette including Willow Leaf Acacia, Date Palm, Arizona Native Mesquite, Aloe, and Lantana. Landscaping will be irrigated using a low-volume, low pressure drip irrigation system. As shown on the attached landscape plan, the design meets or exceeds the landscaping and open space requirements to create a lush development with quality amenities that is comfortable for residents and attractive to adjacent neighbors. The substantial open space and landscaping ensures adequate buffering between land uses. As shown by the chart below, the provided landscaping and open space areas meets or exceeds the City of Avondale Zoning Ordinance requirements.

LANDSCAPING AND OPEN SPACE		
Standard	**Required**	**Provided**
Usable Open Space	20% of net site area	20% of net site area
Landscaping	25% of net site area	30% of net site area

ARCHITECTURAL DESIGN

The architectural character reflects the modern growth of the city with clean lines, relaxed soft colors, and simple textures which complement the riparian theme to support a multi-family community that is unique and harmonious with the various land uses and neighborhoods surrounding the community. See *Exhibit G – Preliminary Building Elevations* and *Exhibit H – Conceptual Renderings*. Units are surrounded by lush desert-appropriate landscaping and feature private balconies and patios. The exterior materials consist of an insulated stucco system in various finishes such as smooth, sanded, and heavy raked textures, wood textured metal soffit panels, metal balcony fascia and roof fascia panels and flashing, and metal guardrails. The exterior walls are modulated in and out, expressing elements within the building such as entrances, patios and balconies, or bedrooms and bathrooms which are alternately recessed or extended. Balconies and various roof overhangs, trim locations, and material changes for specific design elements successfully break down the massing of the building. The proposed buildings are set back from the street with a landscape buffer. The Site layout orients the buildings such that the windows are facing north and south with roof overhangs where necessary, providing for better quality interior natural light and eliminating much of the heat and glare of the harsh

morning and afternoon desert sun.

Villages at River Grove is a quality development that is consistent with the goals and policies outlined in the City of Avondale Multi-Family Residential Design Manual. The innovative design reflects particular attention to the following design goals and policies:

- *Maximize the number of units that front onto common open spaces and maximize opportunities for view corridors.*
- *Provide amenities such as community centers, pools, splash pads, sports activities, internal trails, event spaces, dog parks, and other unique features. Centrally locate multi-purpose buildings, community swimming pools, and other amenities so all units are in close proximity and allow residents ease of access.*
- *Design buildings with multiple unit square footages and number of bedrooms that accommodate a variety of choices for the prospective homeowner or renter.*
- *Carriage style garages or tuck under designs are encouraged to reduce standalone, long garage buildings.*

The elevations provided within this PAD are conceptual in nature, but depict the level of quality that will be utilized in development of this Site. Modifications to the conceptual elevations contained within the document may be approved administratively, by Staff, during the Site Plan/Design Review process if the modified designs are of equal of greater quality to the design presented within this PAD and they meet the following criteria:

- Provide a minimum of three distinct floor plans to accommodate a variety of choices for the prospective resident
- Utilize a minimum of four different high-quality materials throughout the design
- Provide 80 square feet of private open space per unit
- Provide staggering of buildings or variation in building massing to provide curvilinear roads internal to the site
- A minimum of 30% net site area is landscaped
- Provide stylized garage doors that reflect the building's architectural style

INFRASTRUCTURE

Right-Of-Way

Currently, the surrounding roadway improvements and dedications include a 33-foot half-

street on El Mirage Road and the complete width of Buckeye Road measures 107.5 feet. The proposed roadway configuration includes the addition of a deceleration lane on Buckeye Road at the development's main entrance so that eastbound traffic can enter the Site safely and separated from through traffic. Additionally, the existing overhead powerlines located on the south side of Buckeye Road will be undergrounded. The El Mirage Road improvements include a 17-foot right-of-way dedication improved with landscaping and a sidewalk that will continue from where the existing sidewalk adjacent to Cambridge Estates dead ends.

Water

The City of Avondale is the water provider to the Site. Existing water system infrastructure surrounding the Site include a 12-inch water main located in Buckeye Road and El Mirage Road. The Villages at River Grove will provide domestic water service to each residence via a 1-inch water service line. Fire sprinklers will be provided via an 8-inch fire sprinkler loop through the Site with connections to the City water mains in Buckeye Road and El Mirage Road. Fire hydrants will be spaced throughout the project in accordance with City of Avondale spacing requirements of a multi-family residential type of project – 500-foot minimum spacing. A preliminary water report has been prepared in association with the request to determine that the City of Avondale's water system has sufficient capacity to meet the demand of the proposal.

Wastewater

There is an existing 36-inch sewer main located in El Mirage Road. An 8-inch wastewater main will be provided through the Site with 4-inch service to each residence. A preliminary wastewater report has been conducted in association with this request in accordance with the City of Avondale 2018 General Engineering Requirements Manual to determine that the available and proposed wastewater system is adequate and meets the domestic requirements of the City of Avondale.

Grading & Drainage

The Site is currently a vacant lot with existing streets on the north and west and existing single-family detached residences on the south and east. There will be no offsite stormwater runoff impacts to the Site from the existing Cambridge subdivision to the south and east. The existing subdivision retains 100% of the stormwater runoff generated within its boundary as required by the City of Avondale. The Villages at River Grove project will retain 100% of the stormwater runoff generated by the south half of Buckeye Road and El Mirage Road as required by the City of Avondale. No additional offsite

stormwater runoff impacts the Site. The preliminary grading and drainage plan includes five drainage sub-basins. Each sub-basin will capture and retain the runoff generated within its boundaries. The runoff will be retained in an underground retention system. The runoff will be transported to the underground retention system via surface flow and catch basins. The stormwater runoff will be dissipated from the underground retention system through the use of drywells required.

TRAFFIC

A traffic impact statement was conducted by a registered traffic engineer to assess the development's potential traffic-related impacts on the adjacent roadway networks. In response to the findings of the statement, a deceleration lane in included in the design for eastbound traffic entering the Site from Buckeye Road. The statement concludes that the impact of the development is minimal and will not have any negative impact on the existing roadway network in proximity to the Site. Further, the traffic engineer analyzed this proposal's trip generation in comparison to some of the uses that could be built here by right within the Coldwater Springs Phase 3 PAD and found a substantial reduction in traffic generated by this proposal. For example, this proposal represents 85% fewer weekday trips than a shopping center, or 44% few weekday trips if the Site were developed as office.

OWNERSHIP & MAINTENANCE

Residences, common areas, landscaping, and amenities with be maintained by a property management company. The ownership, operation, and maintenance of the property by a common association will ensure consistency with the intended theme and character for the development. Villages at River Grove has been designed to allow for the conversion of the Site to ownership in the future, if desired by the market.

PHASING

It is anticipated that the development and all associated on and offsite improvements will occur in one phase.

CONCLUSION

This request is to rezone an approximate 11.97-gross-acre Site from the Coldwater Springs Phase 3 Planned Area Development to the Villages at River Grove PAD for the

development of a 180-unit luxury, for-rent townhome community. As identified throughout this narrative, the proposal meets the required findings outlined in City of Avondale Zoning Ordinance Sections 603.A.1 through 603.A.5, specifically in its consistency with the General Plan goals and policies, compliance with the PAD requirements of the Zoning Ordinance, Multi-Family Design Manual, and other applicable regulations and requirements, adequate infrastructure to support the use, compatible land use relationship, and consistency with the scale and character of the surrounding context. This development will bring a number of positive benefits to the community including synergy with the surrounding developments, the addition of quality residences to the housing stock, and an increase in property values.

EXHIBIT A

Gross Legal Description

LEGAL DESCRIPTION – VILLAGES AT RIVER GROVE, GROSS AREA

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN SAID COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, 687.00 FEET;

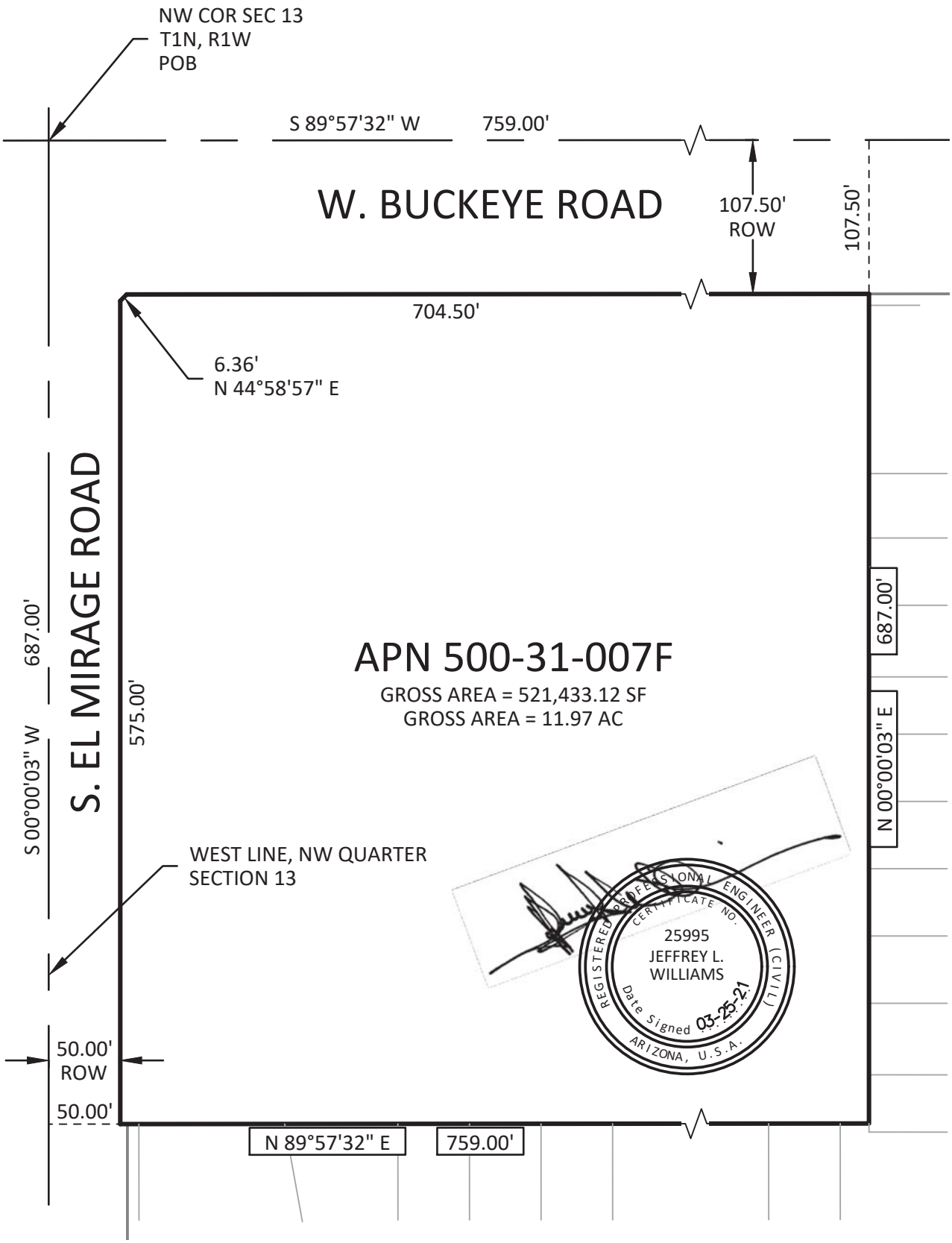
THENCE NORTH 89 DEGREES 57 MINUTES 32 SECONDS EAST 759.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 687.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13;

THENCE SOUTH 89 DEGREES 57 MINUTES 32" WEST ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 759.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 521,433.12 SQUARE FEET OR 11.97 ACRES GROSS AREA, MORE OR LESS.

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
25995
JEFFREY L.
WILLIAMS
Date Signed 03-25-21
ARIZONA, U.S.A.



R.B. WILLIAMS & ASSOCIATES, INC.
CONSULTING ENGINEERS
1921 S. ALMA SCHOOL RD., STE 101
MESA, ARIZONA 85210
PHONE: (480) 424-2352
FAX: (480) 424-2353

NORTH
SCALE: 1"=100'

EXHIBIT 1/1

EXHIBIT B

Aerial Vicinity Map

Map

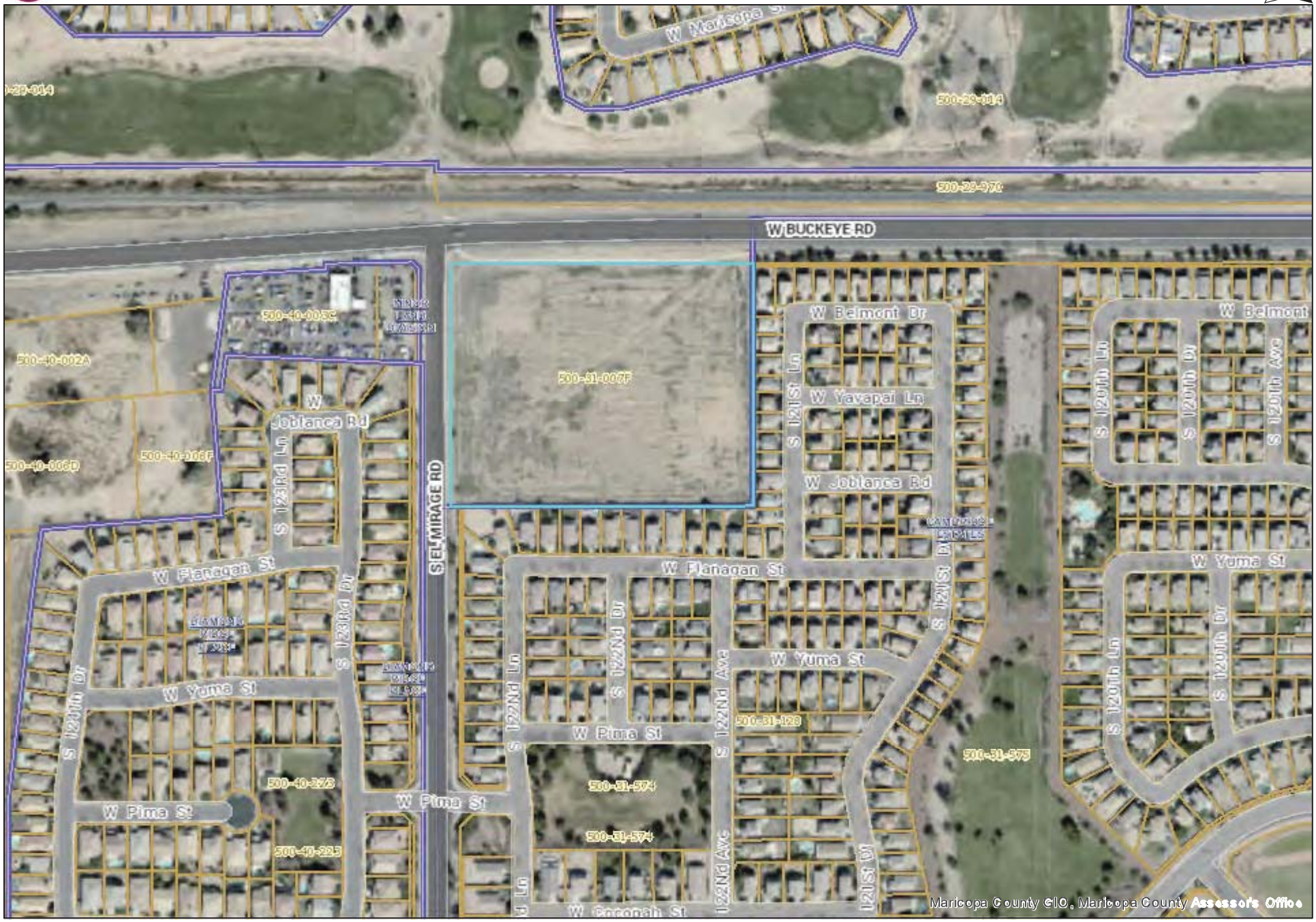


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EXHIBIT C

Existing and Proposed General Plan Land Use Maps

Existing General Plan Land Use Map

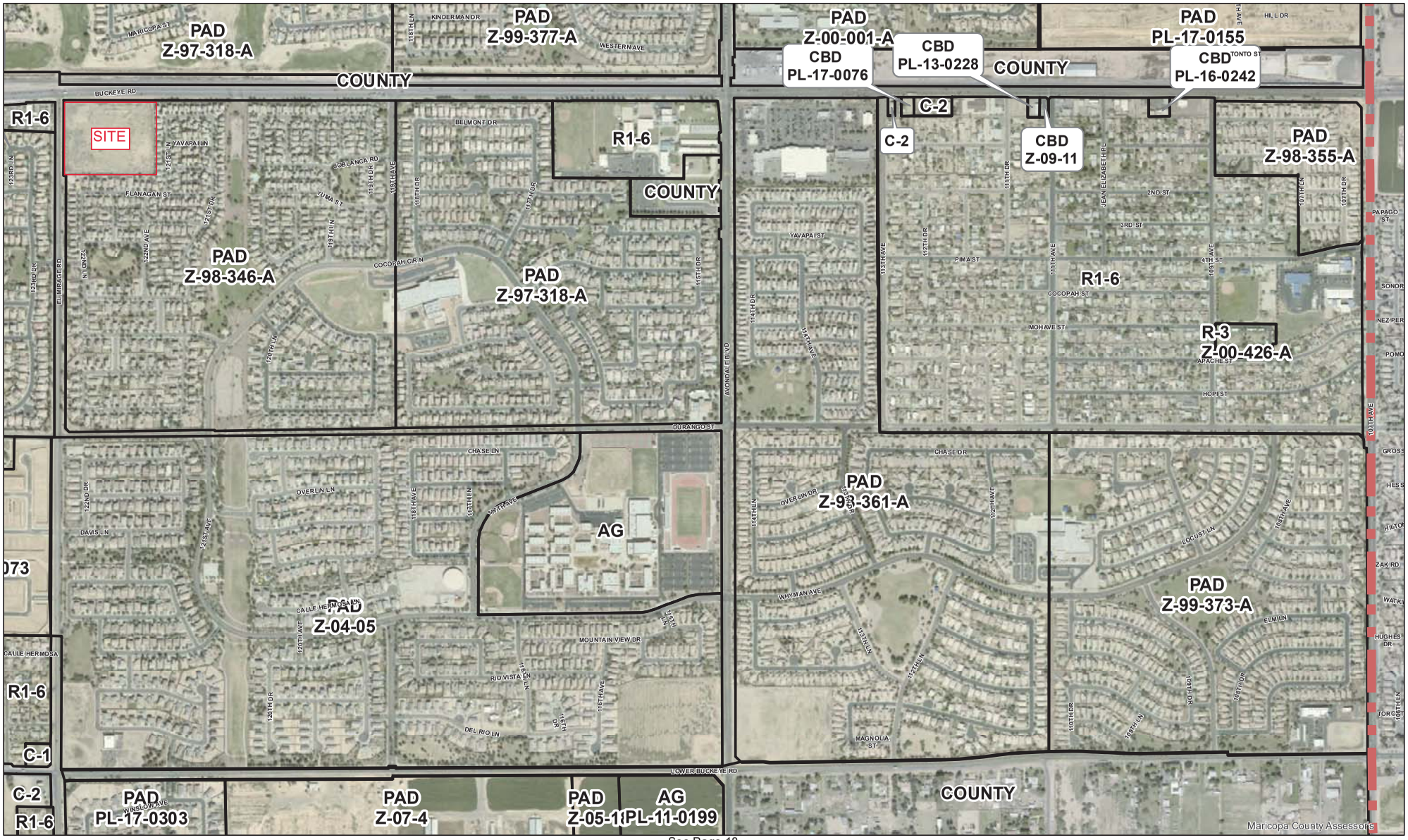
Proposed General Plan Land Use Map

EXHIBIT D

Zoning Vicinity Map

See Page 14

See Page 15



See Page 18

Avondale
Aspiring. Achieving. Accelerating.

Legend

- ZONING BOUNDARY
- PLANNING BOUNDARY
- OTAB BOUNDARY

N

Approximate Scale
1 inch = 700 feet

City of Avondale Zoning Atlas

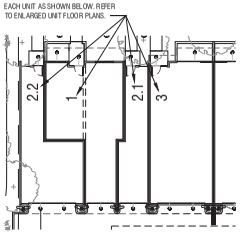
December 2020

EXHIBIT E

Site Plan

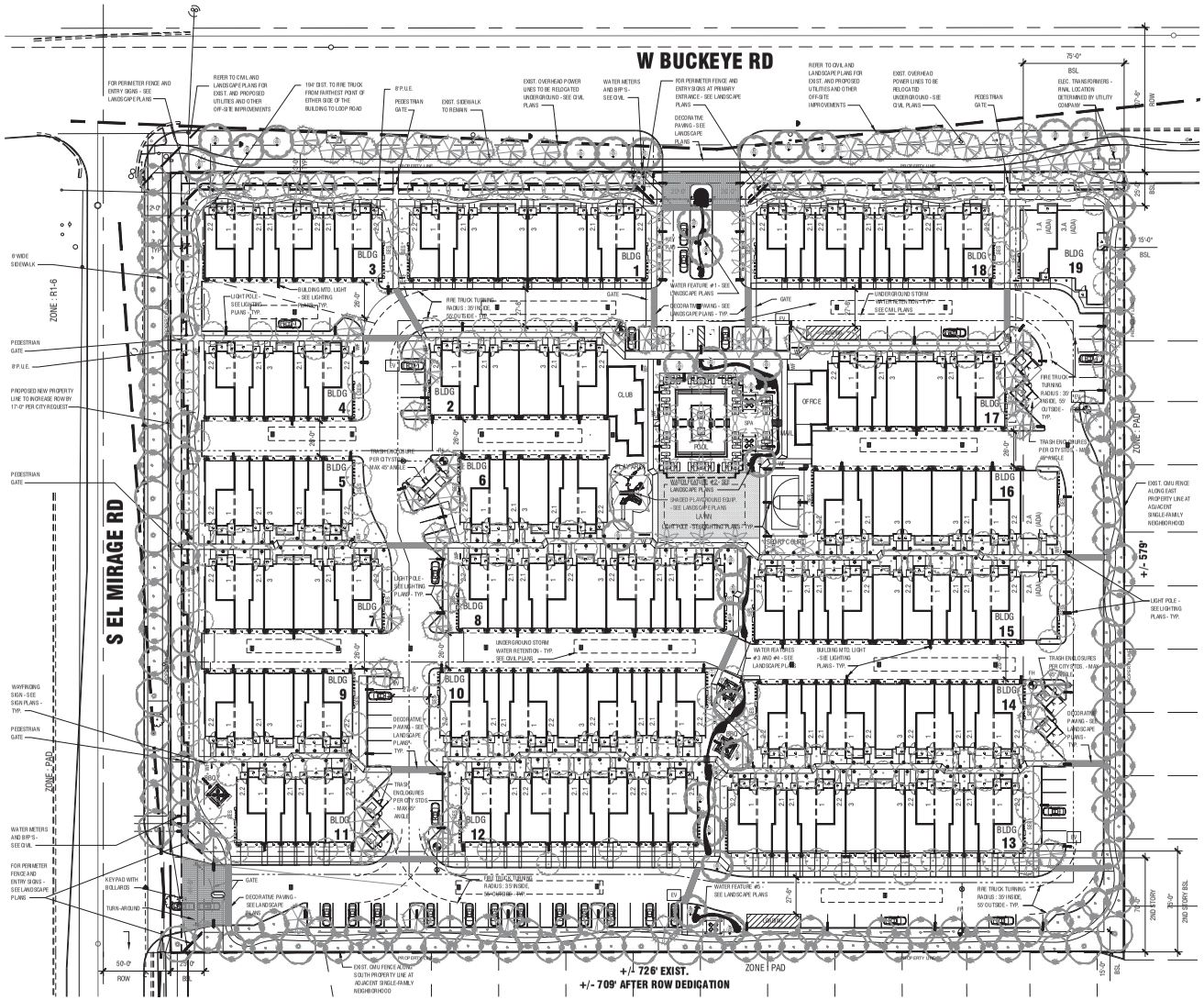
TYPICAL UNIT TYPE DESIGNATIONS

UNIT DESIGNATIONS ARE INDICATED ON EACH UNIT AS SHOWN BELOW. REFER TO ENLARGED UNIT FLOOR PLANS.



CITY STANDARD SITE PLAN NOTES

1. ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUND WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN THE REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
4. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT THE TIME OF DEVELOPMENT.
5. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
6. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG SUPPLEMENTAL REGULATIONS), COMMERCIAL /INDUSTRIAL /MULTI-FAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AVONDALE STREET MASTER PLAN, AND ANY APPLICABLE SPECIFIC PLANS.



SITE DATA

GROSS SITE AREA :	521,299 SF (11.97 AC)
NET SITE AREA :	410,865 SF (9.43 AC)
(AFTER DEDICATING ADDITIONAL 17' OF ROW ON EL MIRAGE RD.)	
EXISTING ZONING :	PAD
PROPOSED ZONING :	PAD WITH R-4 BASE ZONING
BUILDING HEIGHT ALLOWED :	45'
BUILDING HEIGHT PROPOSED :	24' T.O. ROOF DECK, 26' T.O. PARAPET, 28' T.O. MECH. SCREEN
BUILDING COVERAGE :	144,684 SF = 35.2% (50% MAX. ALLOWABLE)
PARKING & DRIVES :	111,601 SF
PUBLIC UTILITY EASEMENT:	10,240 SF
USEABLE OPEN SPACE :	82,173 SF REQUIRED 83,238 SF PROVIDED

(20% OF NET SITE AREA INCLUDING; POOL, CABANA'S, CLUBHOUSE, BBQ AREAS, SPORT COURT, PLAYGROUND, PLAY LAWN, RIPARIAN AREAS, GREENBELTS, AND WALKING PATH AROUND PERIMETER OF PROJECT)

UNIT MIX

BUILDINGS	1 BED	2BED	3BED
6 UNITS x 1	(2) 2	(4) 4	(0) 0
7 UNITS x 4	(2) 8	(4) 16	(1) 4
8 UNITS x 3	(2) 6	(4) 12	(2) 6
9 UNITS x 1	(3) 3	(6) 6	(0) 0
9 UNITS x 1	(2) 2	(4) 4	(3) 3
10 UNITS x 1	(2) 2	(4) 4	(4) 4
12 UNITS x 2	(4) 8	(8) 16	(0) 0
13 UNITS x 4	(4) 16	(8) 32	(1) 4
14 UNITS x 1	(4) 4	(8) 8	(2) 2
ADA UNITS x 4	(1) 1	(2) 2	(1) 1
TOTAL UNITS	52	104	24 = 180
	29%	58%	13%

BUILDING COVERAGE

1 BED :	52 x 967 =	50,284
2 BED / 1CAR :	52 x 456 =	23,712
2 BED / 2CAR :	52 x 701 =	36,452
3 BED :	24 x 1,068 =	25,632
1 BED ADA :	1 x 1,350 =	1,218
2 BED ADA :	2 x 1,450 =	2,702
3 BED ADA :	1 x 2,200 =	2,184
OFFICE :		1,100
CLUB :		1,400
TOTAL GROUND FLOOR AREA :		144,684 SF

(INCLUDING GARAGES)

LIVING AREA (SF):	1 BED	2BED	3BED (NOT INCLUDING GARAGES)
	721	1,324	1,715
	x 51	x 102	x 23
	36,771	135,048	39,445
+	900	2,070	1,700 (ADA UNITS)
TOTAL :	37,671	137,118	41,145 = 215,934 SF

PARKING

1 BEDROOM :	52 X 1.50	78 SP	52 GARAGE	26 STREET
2 BEDROOM :	104 X 1.75	182 SP	155 GARAGE	27 STREET
3 BEDROOM :	24 X 2.00	48 SP	48 GARAGE	

GARAGE SPACES : 180 (1 PER UNIT) REQUIRED, 255 PROVIDED
VISITOR SPACES (1 PER 10 UNITS) : 18 SP REQUIRED, 27 PROVIDED

TOTAL PARKING: 326 SP REQUIRED, 335 SP PROVIDED
GARAGE PARKING : 255
SURFACE PARKING : 80
LOADING ZONE : 2 (1 REQUIRED)
EV CHARGING STATIONS : (6) PROVIDED FOR GUESTS AND RESIDENTS
ACCOMMODATION WILL BE MADE FOR FUTURE STATIONS TO BE INSTALLED WITH A COMBINATION OF ON-SITE AND IN-GARAGE CHARGING STATIONS

GENERAL NOTES

1. REFER TO CIVIL PLANS FOR ALL UTILITIES, GRADING, PAVING, FIRE HYDRANTS, STORM WATER COLLECTION, AND OFF-SITE IMPROVEMENTS.
2. REFER TO LANDSCAPE PLANS FOR AREA CALCULATIONS, LANDSCAPING, AND SITE WALLS.
3. REFER TO LIGHTING PLANS FOR ALL EXTERIOR BUILDINGS AND SITE LIGHTING LOCATIONS, DETAILS, AND SPECIFICATIONS.
4. REFER TO SIGNAGE PLANS FOR ALL MONUMENT SIGNS, AND WAYFINDING.
5. ALL PARKING IS SCREENED FROM VIEW FROM ADJACENT PROPERTIES WITH A 6' TALL OPAQUE PERIMETER FENCE ALONG THE NORTH AND WEST PROPERTY LINES WITH FINISHES TO MATCH THE BUILDINGS.
6. ALL DOORS AND WINDOWS ARE INSULATED AS REQUIRED BY THE ENERGY CODE AND SET BACK AT 3" MIN. FROM THE OUTSIDE FACE OF THE EXTERIOR WALL FINISH.

VICINITY MAP

RDA
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rondeitrick.com 602.577.7171

EcoVista Development

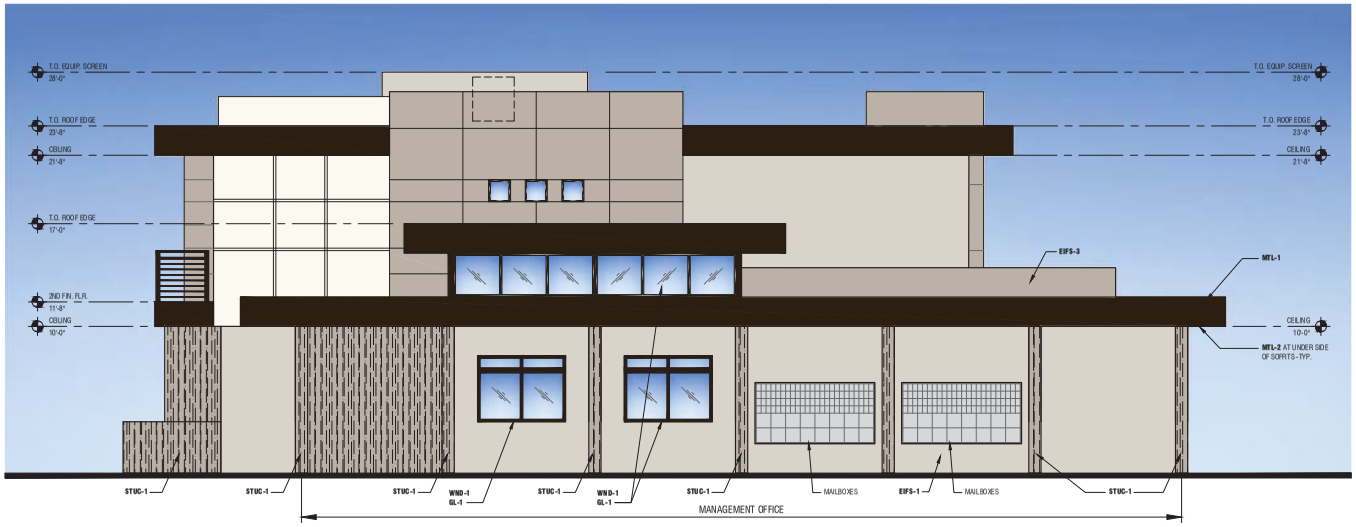
THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

SCHEMATIC SITE PLAN

DATE : 3/22/21
SCALE : 1" = 40'
0' 20' 40' 80'

EXHIBIT G

Preliminary Building Elevations



WEST ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

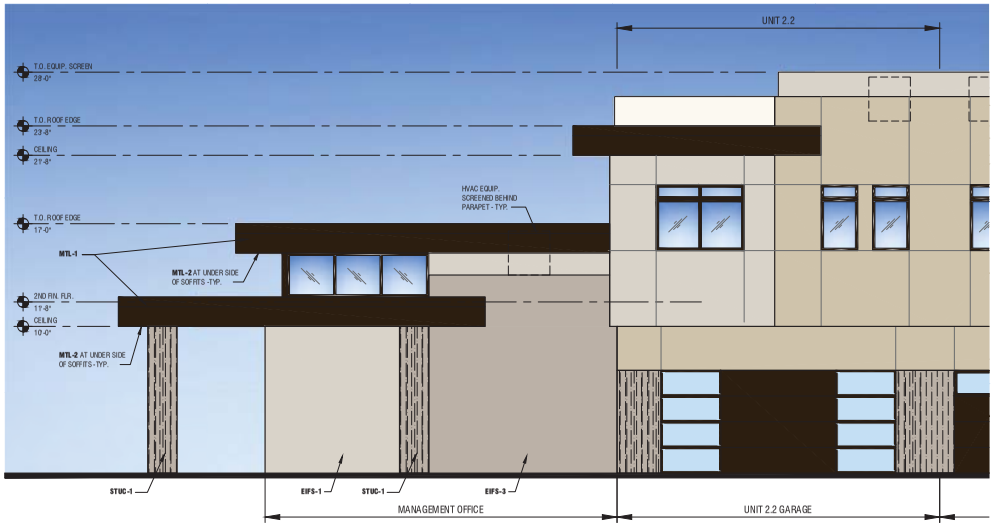
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

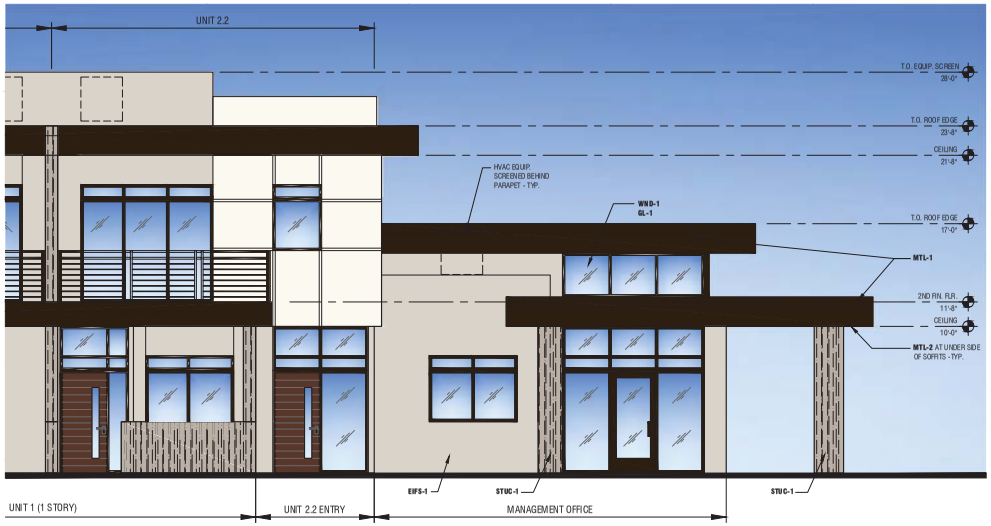
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



SOUTH ELEVATION



NORTH ELEVATION

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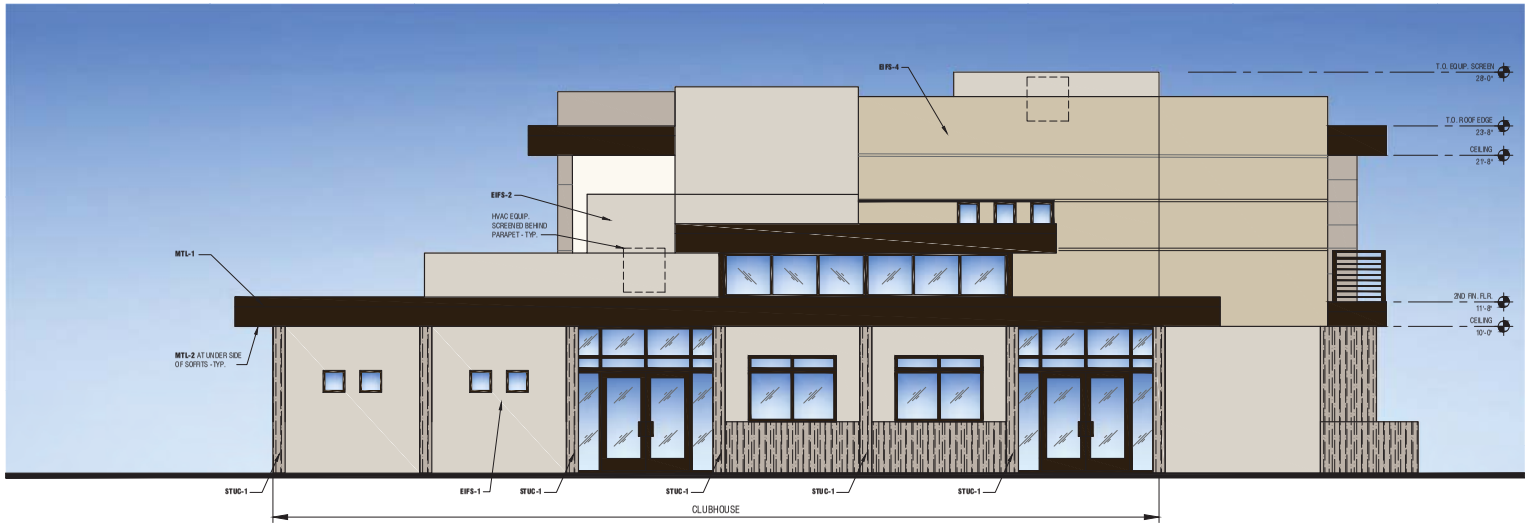
EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

MANAGEMENT OFFICE ELEVATIONS

DATE : 2/10/21
SCALE : 1/4" = 1'-0"
0' 2' 4' 8'



EAST ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTING" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

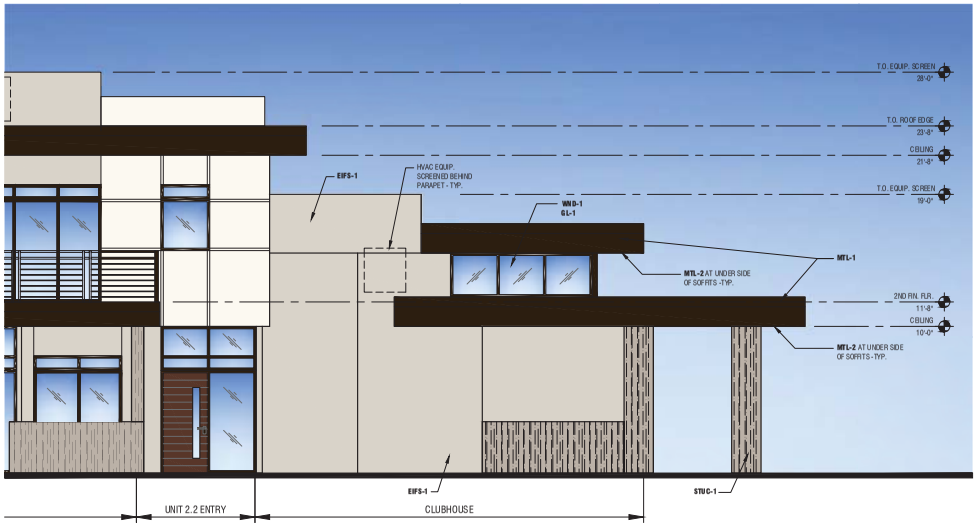
MTL-2
PRODUCT: 'ALUMABOARD' ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

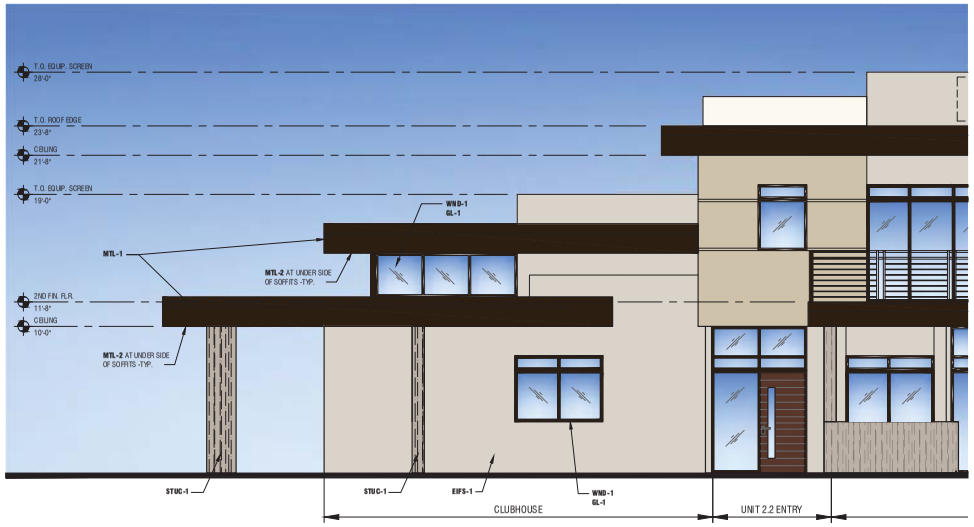
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
'SUNCOAT MAX' DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



SOUTH ELEVATION



NORTH ELEVATION

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RON DEITRICK ARCHITECTS
rondeitrick.com 602.577.7171

EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

CLUBHOUSE ELEVATIONS

DATE : 2/10/21
SCALE : 1/4" = 1'-0"
0' 2' 4' 8'

NORTH OR SOUTH ELEVATION

SCALE : 1/8" = 1'-0"

0' 4' 8' 16'

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

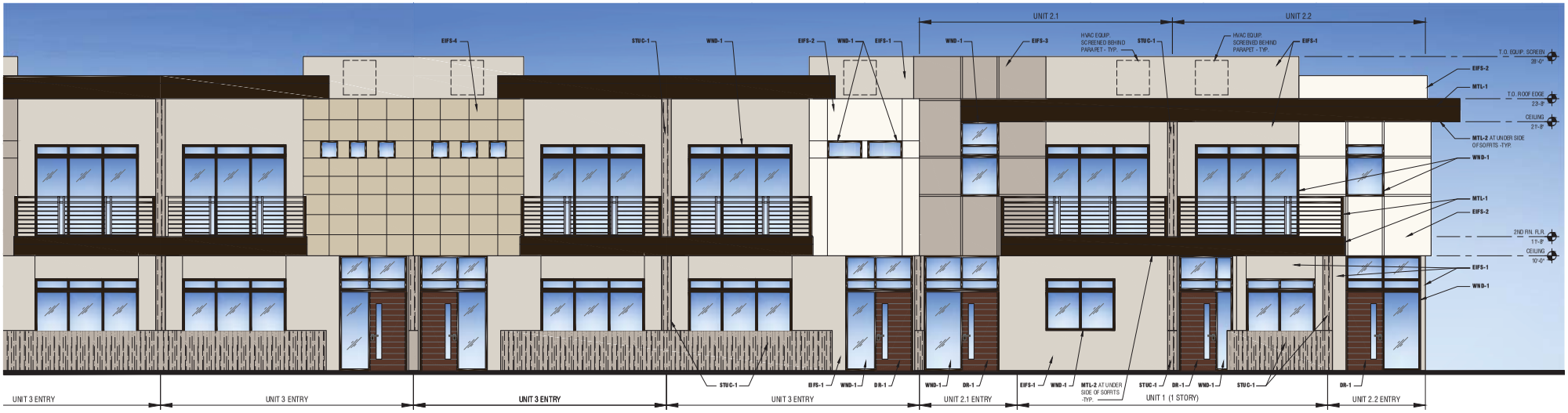
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



NORTH OR SOUTH ELEVATION

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'

RDA
RON DEITRICK ARCHITECTS
rondeitrick.com 602.577.7171

EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

TYPICAL BUILDING ELEVATIONS ENTRY SIDE

DATE : 2/10/21

NORTH OR SOUTH ELEVATION

SCALE : 1/8" = 1'-0"

0' 4' 8' 16'

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTING" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

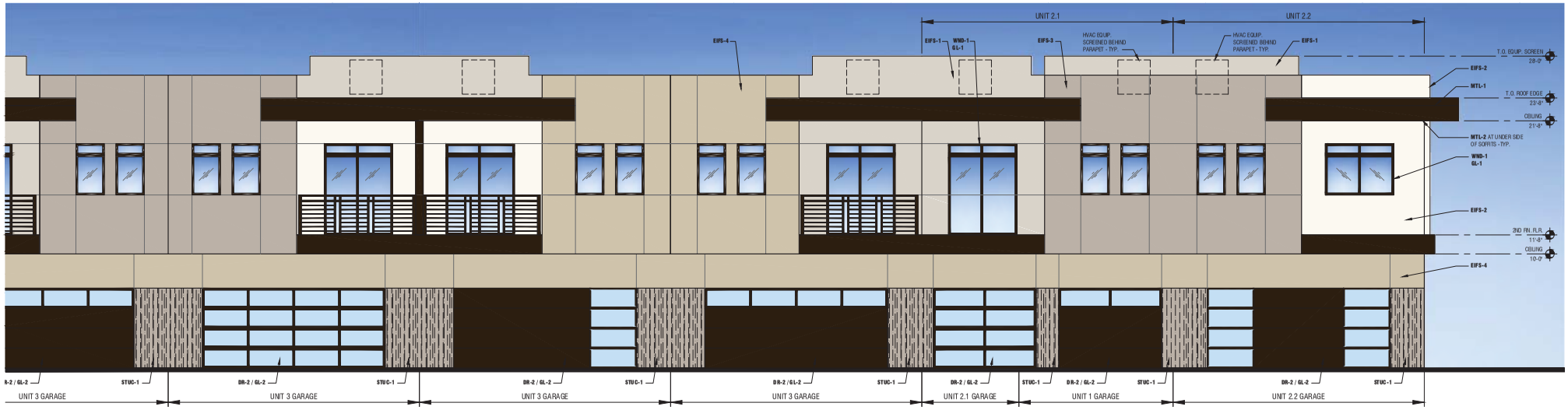
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



NORTH OR SOUTH ELEVATION

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'

RDA
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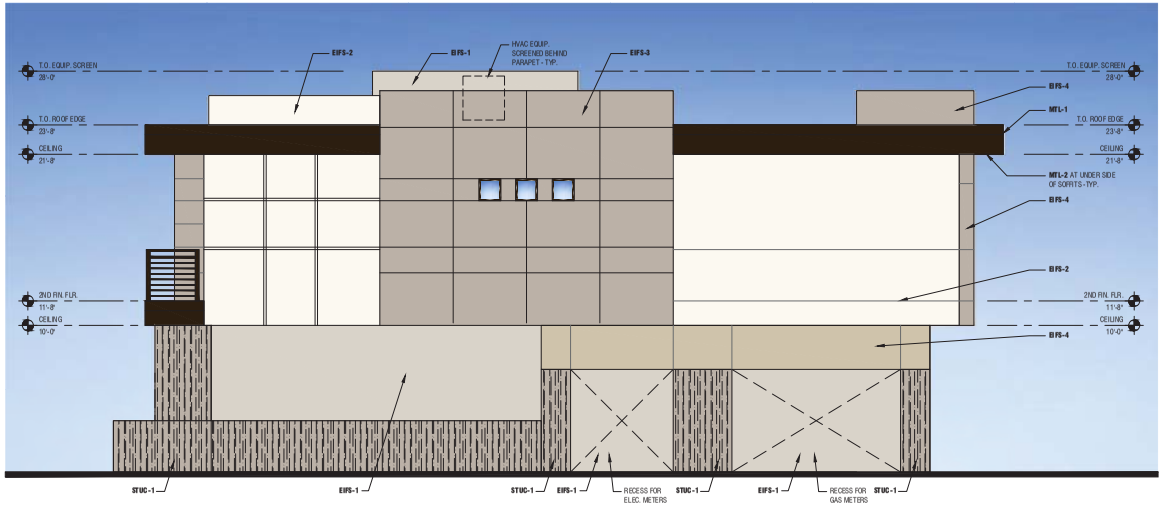
rondeitrick.com 602.577.7171

EcoVista Development

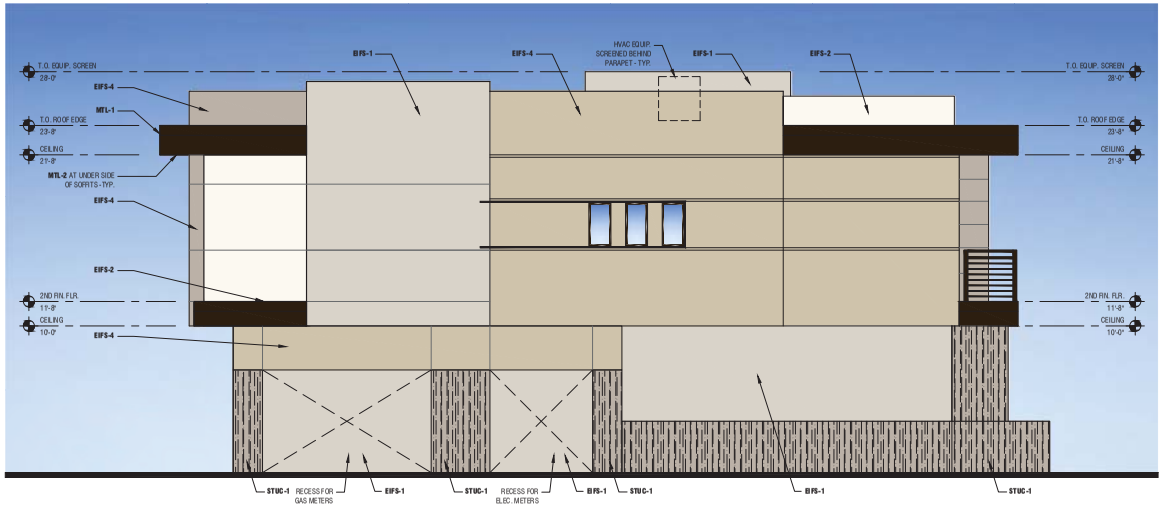
THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

TYPICAL BUILDING ELEVATIONS GARAGE SIDE

DATE : 2/10/21



EAST OR WEST TYPICAL BUILDING ELEVATION



EAST OR WEST TYPICAL BUILDING ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
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FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
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COLOR: AMERICAN WALNUT

DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS

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EcoVista Development

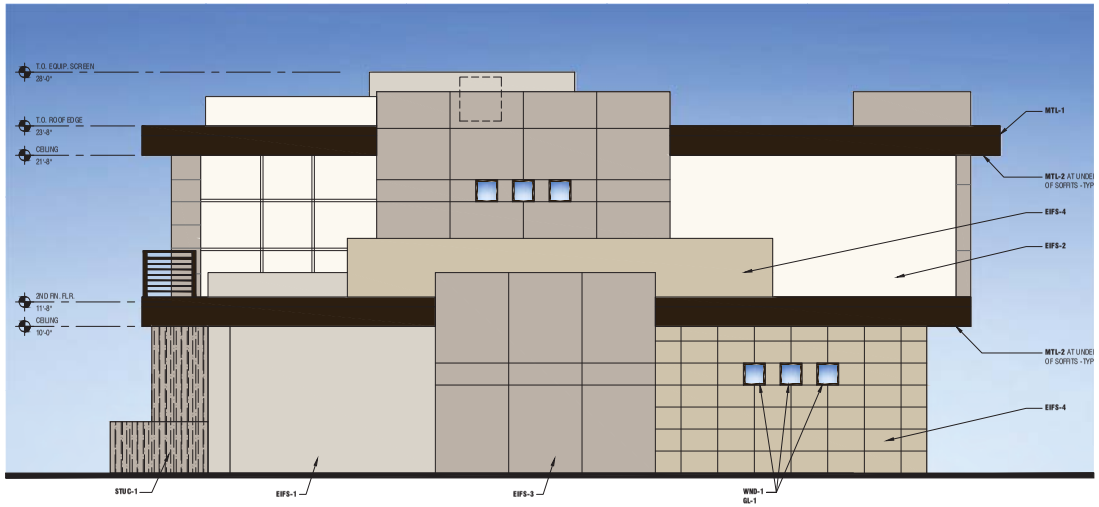
THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

TYPICAL BUILDING ELEVATIONS

DATE : 2/10/21

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'



EAST ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

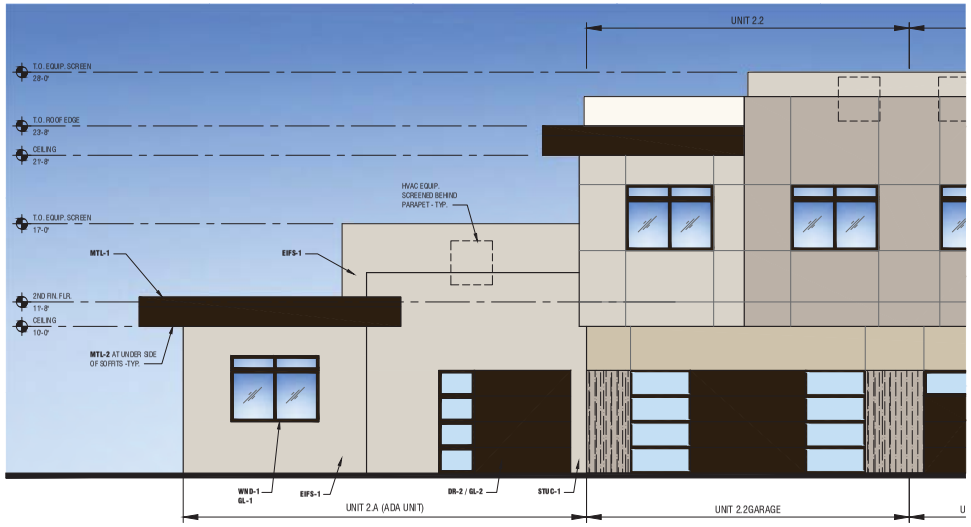
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

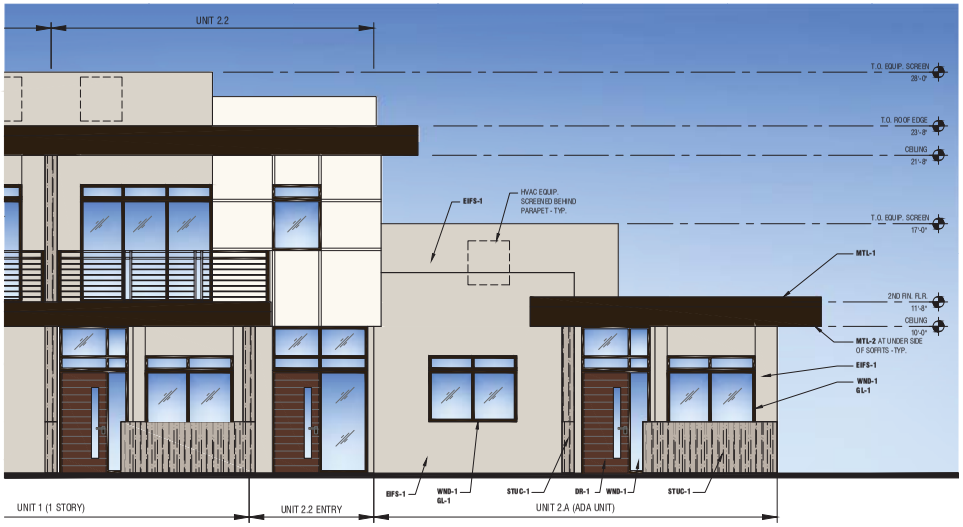
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



NORTH OR SOUTH ELEVATION



NORTH OR SOUTH ELEVATION

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EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

2 BEDROOM ADA UNIT

DATE : 2/10/21
SCALE : 1/4" = 1'-0"
0' 2' 4' 8'

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

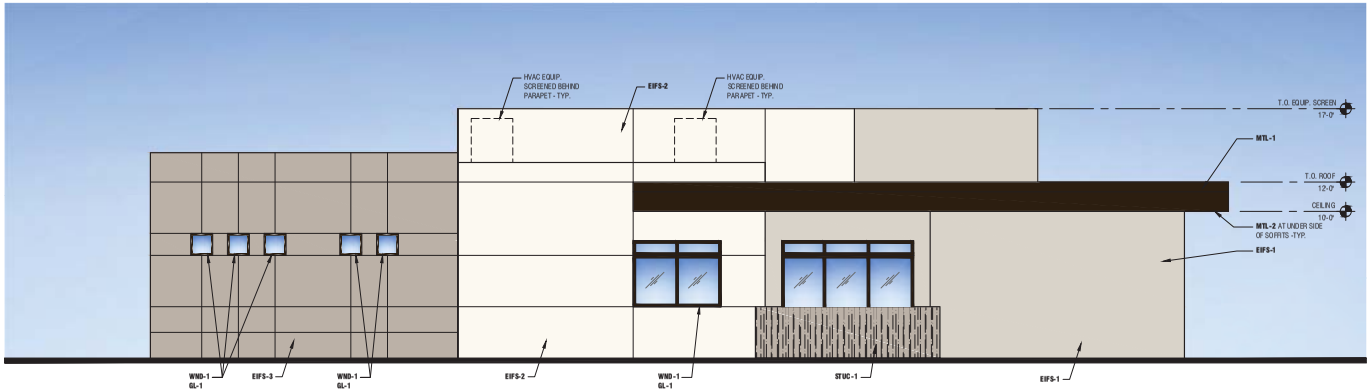
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

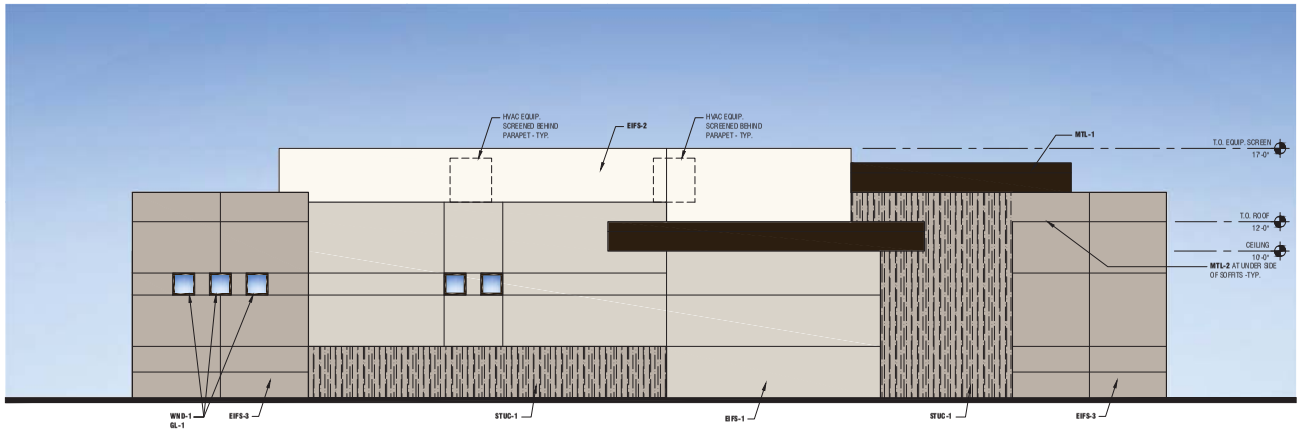
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



EAST ELEVATION



WEST ELEVATION

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THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

1 BEDROOM & 3 BEDROOM ADA UNITS - BUILDING 19

DATE : 2/10/21

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
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MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
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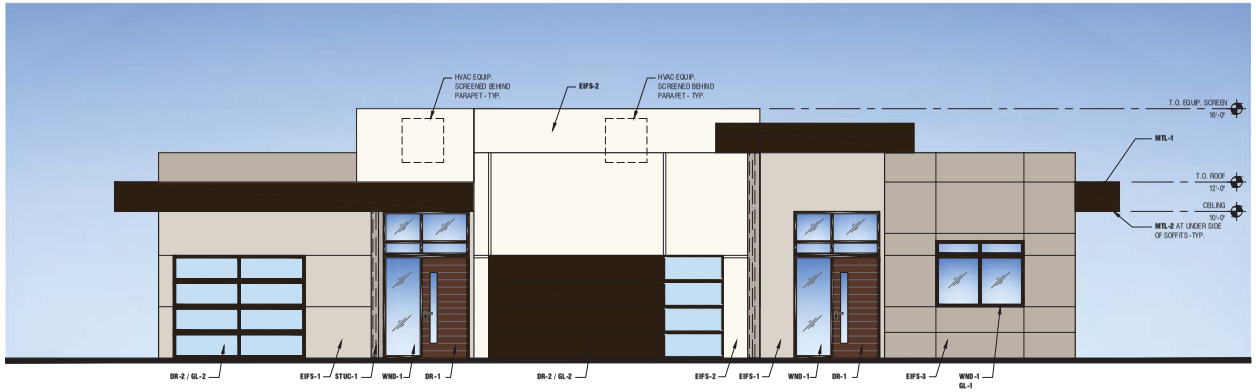
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

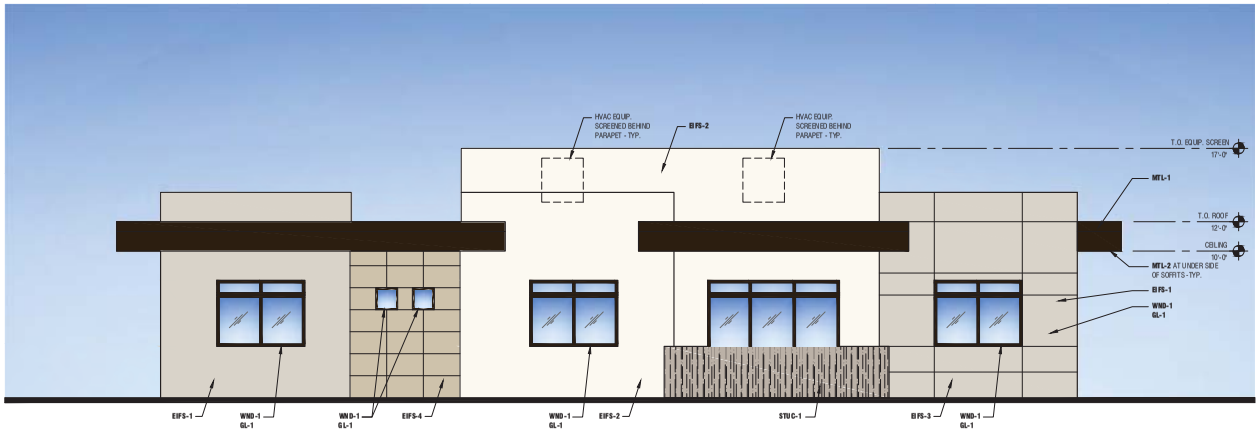
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



SOUTH ELEVATION



NORTH ELEVATION

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EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

1 BEDROOM & 3 BEDROOM ADA UNITS (BUILDING 19)

DATE : 2/10/21

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
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FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
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ALUMINUM WINDOWS AND SLIDING DOORS
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PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
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ENTRY DOOR
COLOR: AMERICAN WALNUT

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GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
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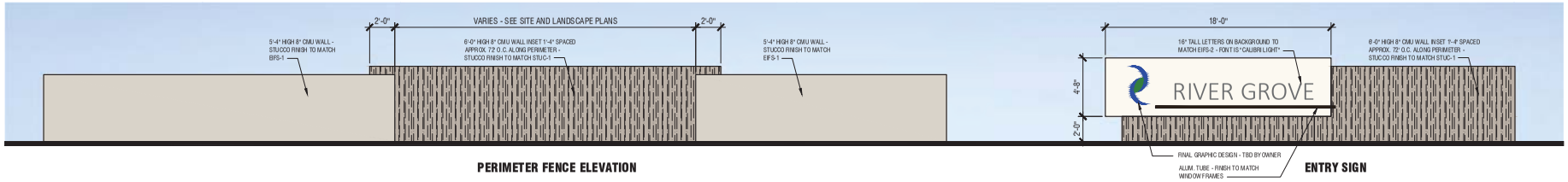
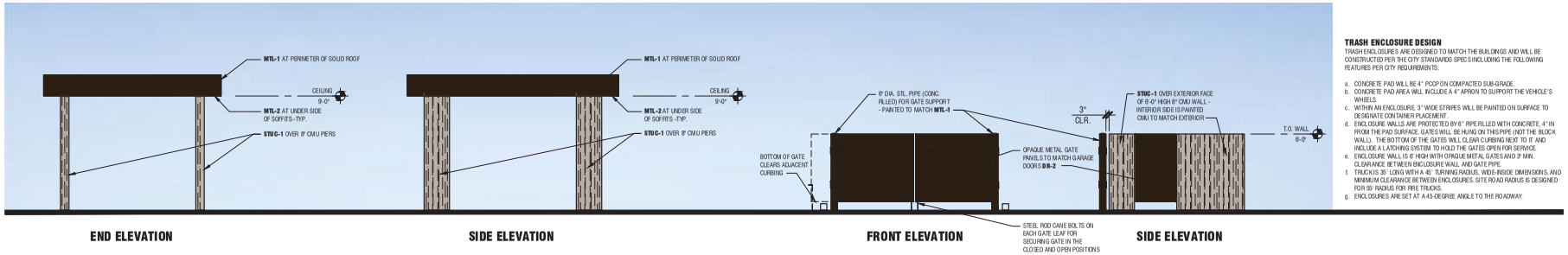
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



PERIMETER FENCE ELEVATION

ENTRY SIGN



END ELEVATION

SIDE ELEVATION

FRONT ELEVATION

SIDE ELEVATION

SHADE STRUCTURE ELEVATIONS

TRASH ENCLOSURE ELEVATIONS

TRASH ENCLOSURE DESIGN

TRASH ENCLOSURES ARE DESIGNED TO MATCH THE BUILDINGS AND WILL BE CONSTRUCTED PER THE CITY STANDARDS SPECS INCLUDING THE FOLLOWING FEATURES PER CITY REQUIREMENTS;

a. CONCRETE PAD WILL BE 4" PCCP ON COMPACTED SUB-GRADE
b. CONCRETE PAD AREA WILL INCLUDE A 4" APRON TO SUPPORT THE VEHICLE'S WHEELS.
c. WITHIN AN ENCLOSURE, 3" WIDE STRIPES WILL BE PAINTED ON SURFACE TO DESIGNATE CONTAINER PLACEMENT.
d. ENCLOSURE WALLS ARE PROTECTED BY 6" PIPE FILLED WITH CONCRETE, 4" IN FROM THE PAD SURFACE. GATES WILL BE HUNG ON THIS PIPE (NOT THE BLOCK WALL). THE BOTTOM OF THE GATES WILL CLEAR CURBING NEXT TO IT AND INCLUDE A LATCHING SYSTEM TO HOLD THE GATES OPEN FOR SERVICE.
e. ENCLOSURE WALL IS 6' HIGH WITH OPAQUE METAL GATES AND 3" MIN. CLEARANCE BETWEEN ENCLOSURE WALL AND GATE PIPE.
f. TRUCK IS 35' LONG WITH A 45' TURNING RADIUS, WIDE-INSIDE DIMENSIONS, AND MINIMUM CLEARANCE BETWEEN ENCLOSURES. SITE ROAD RADIUS IS DESIGNED FOR 55' RADIUS FOR FIRE TRUCKS.
g. ENCLOSURES ARE SET AT A 45-DEGREE ANGLE TO THE ROADWAY.

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EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

FENCE, SIGN, TRASH ENCLOSURE, SHADE STRUCTURE ELEVATIONS

DATE : 2/10/21

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'

EXHIBIT H

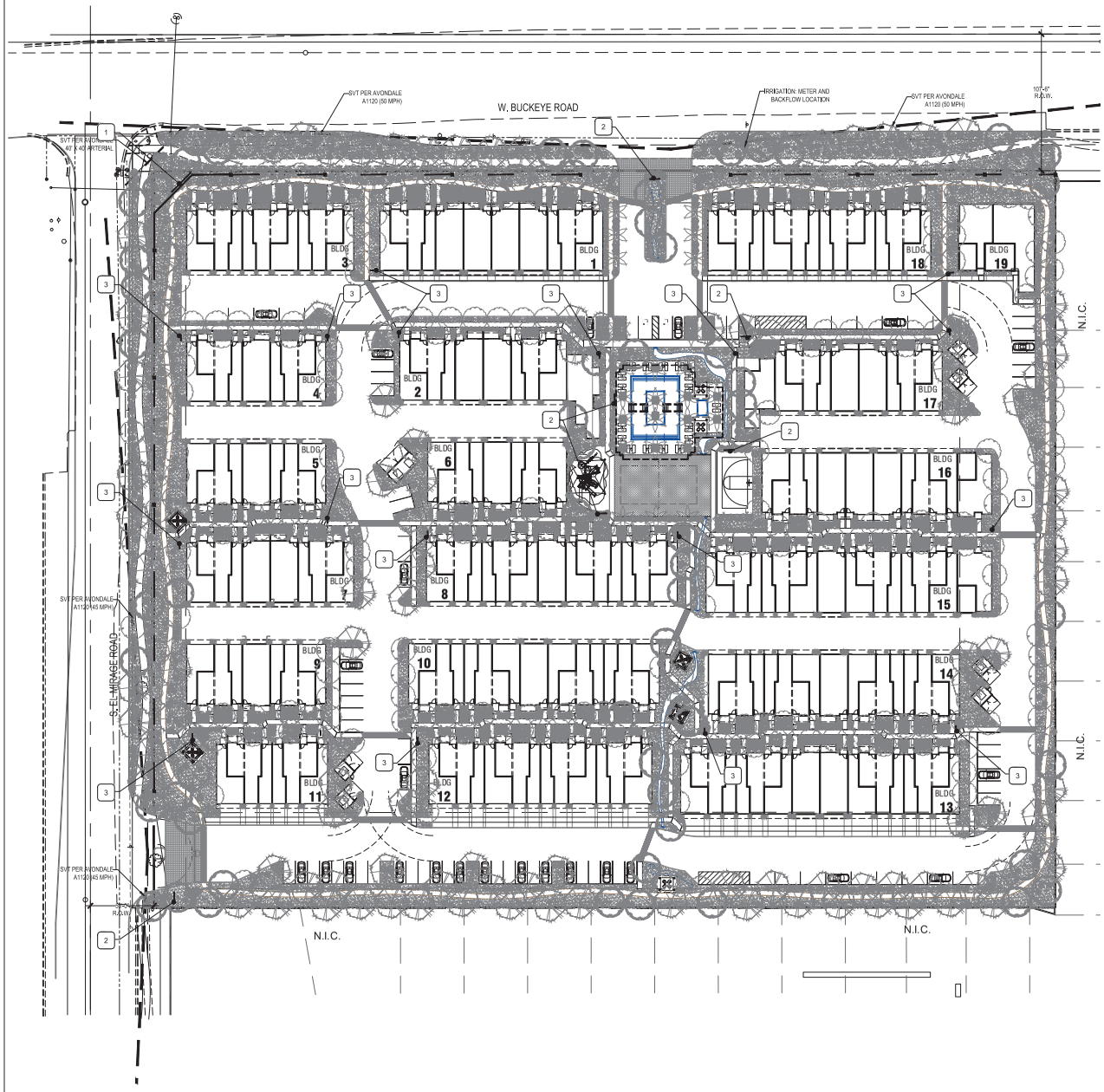
Conceptual Renderings

RIVER GROVE
RIVER GROVE

GROVE
RIVER

EXHIBIT I

Walls and Signage Plan



KEYNOTE LEGEND

KEY

1. ENTRY MONUMENT SIGN, WALL MOUNTED LETTER, BRUSHED STEEL LETTERS, SEE DETAIL 4/ PL3.0
2. MAJOR DIRECTIONAL SIGN, METAL, 8'-0" W X 6'-0"T, SEE DETAIL 1/PL4.0
3. MINOR DIRECTIONAL SIGN, METAL, 4'-0" W X 3'-0"T, SEE DETAIL 2/PL4.0

SITE LANDSCAPE NOTES

1. FIELD VERIFY EXISTING SITE PRIOR TO BID AND CONSTRUCTION.
2. REFER TO CIVIL ENGINEERING PLANS FOR VERTICAL AND HORIZONTAL CONTROL.
3. PROTECT ALL UTILITIES DURING CONSTRUCTION.

SIGN LEGEND

SEE PLAN FOR LOCATIONS

SYMBOL			QTY
	MONUMENT SIGN	RIVER GROVE SIGN MOUNTED ON THEME WALL	1
	MAJOR DIRECTIONAL SIGN	WAYFINDING WITH MASTER MAP AND KEY LEDGENT, TO SHOW LOCATIONS AND DESTINATIONS.	6
	MINOR DIRECTIONAL SIGN	WAYFINDING TO SHOW LOCATIONS AND DESTINATIONS ON MAP.	17

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www.HarringtonPlanningDesign.com

PRELIMINARY
NOT FOR CONSTRUCTION
44161 JASON E. HARRINGTON ARIZONA, U.S.A.
12.18.20

RIVER GROVE TOWNHOMES

BUCKEYE RD. & EL MIRAGE RD
Avondale, Arizona 85323

REV.	COMMENT	DATE

ISSUE	DATE
Preliminary Submittal	12.18.20

LANDSCAPE PACKAGE

December 18, 2020

DRAWN BY:	TW
CHECK BY:	JEH
PROJ. NO.:	2020-060
CASE NO.:	17-2597

NORTH

0 20 40 80

CASE NO.: 17-2597

PRELIMINARY SIGNS PLAN

PL2.0

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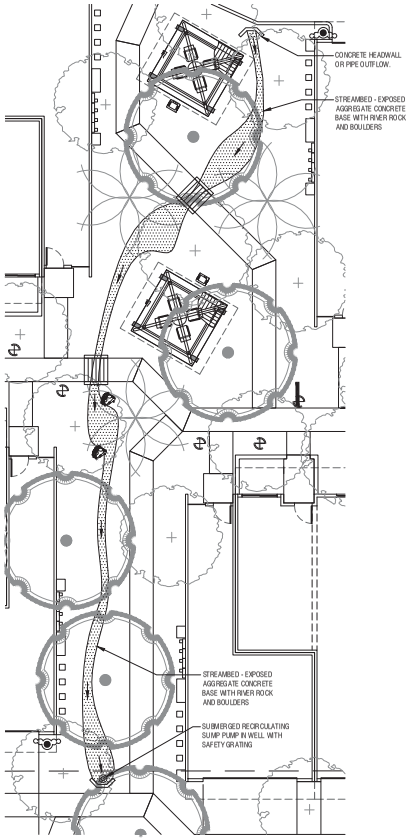
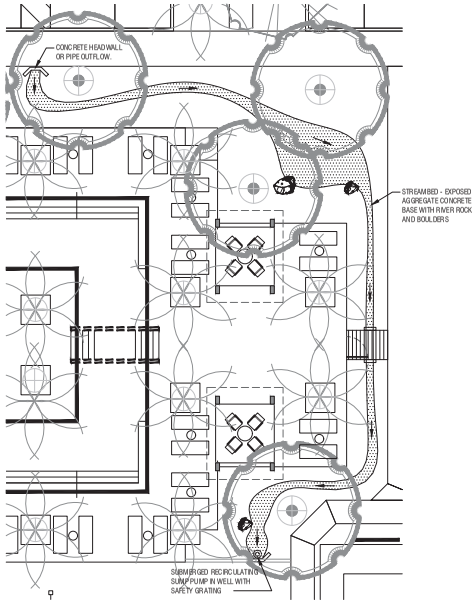


WATER FEATURE #4 - PLAN

LENGHT: ±140 FT
WATER SURFACE AREA: ±295 SF
WATER CAPACITY: ±475 GALLONS



WATER FEATURE #2 - PLAN

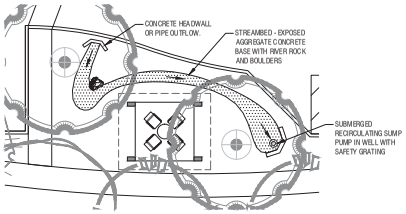
LENGHT: ±148 FT
WATER SURFACE AREA: ±345 SF
WATER CAPACITY: ±575 GALLONS

CONCEPTUAL DESIGN IMAGERY

WATER FEATURE TABULATIONS

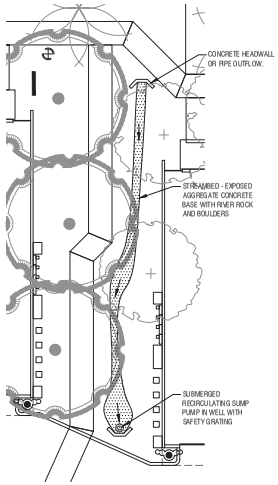
TOTAL AGGREGATE LENGTH: ± 456 FT
TOTAL SURFACE AREA: ±1,045 SF
TOTAL WATER CAPACITY: ±1,685 GALLONS

NOTE: EACH SECTION IS RECIRCULATED TO THE NORTH END FROM THE SUMP PUMP LOCATED AT THE SOUTH END. DISTANCES, SURFACE AREA, AND CAPACITY ARE PRELIMINARY ESTIMATES. ACTUAL AREA AND CAPACITY WILL BE DETERMINED DURING FINAL DESIGN AND ENGINEERING. ESTIMATED WATER VOLUME DEMAND IS ESTIMATED TO NOT EXCEED 2,000 GALLONS.



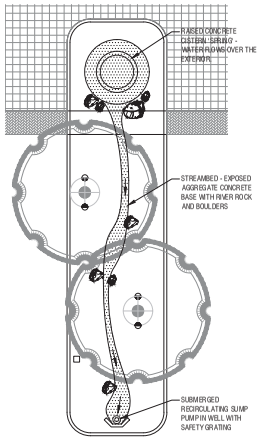
WATER FEATURE #5 - PLAN

LENGHT: ±54 FT
WATER SURFACE AREA: ±100 SF
WATER CAPACITY: ±165 GALLONS



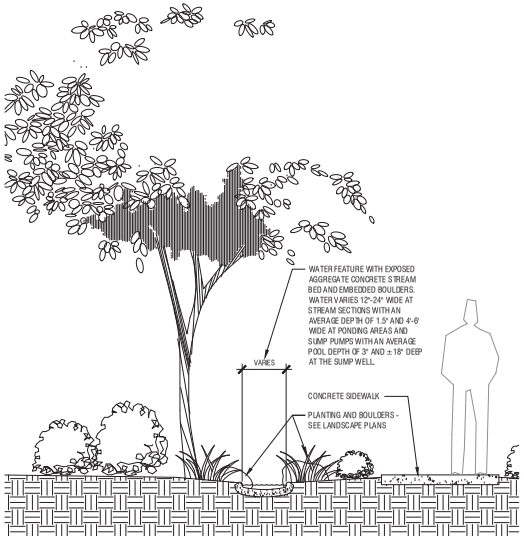
WATER FEATURE #3 - PLAN

LENGHT: ±60 FT
WATER SURFACE AREA: ±100 SF
WATER CAPACITY: ±165 GALLONS



WATER FEATURE #1 - PLAN

LENGHT: ±54 FT
WATER SURFACE AREA: ±205 SF
WATER CAPACITY: ±305 GALLONS



WATER FEATURE - TYPICAL SECTION

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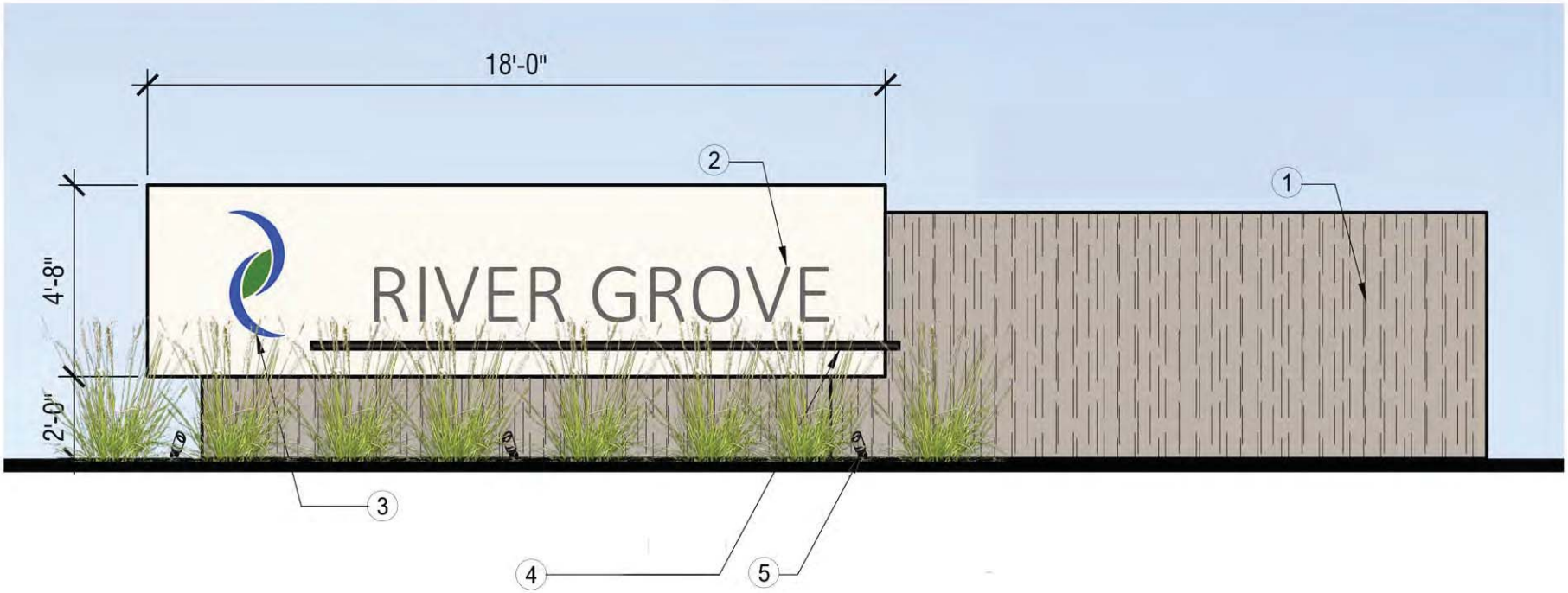
THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

WATER FEATURE

DATE : 3/22/21
SCALE : N.T.S.

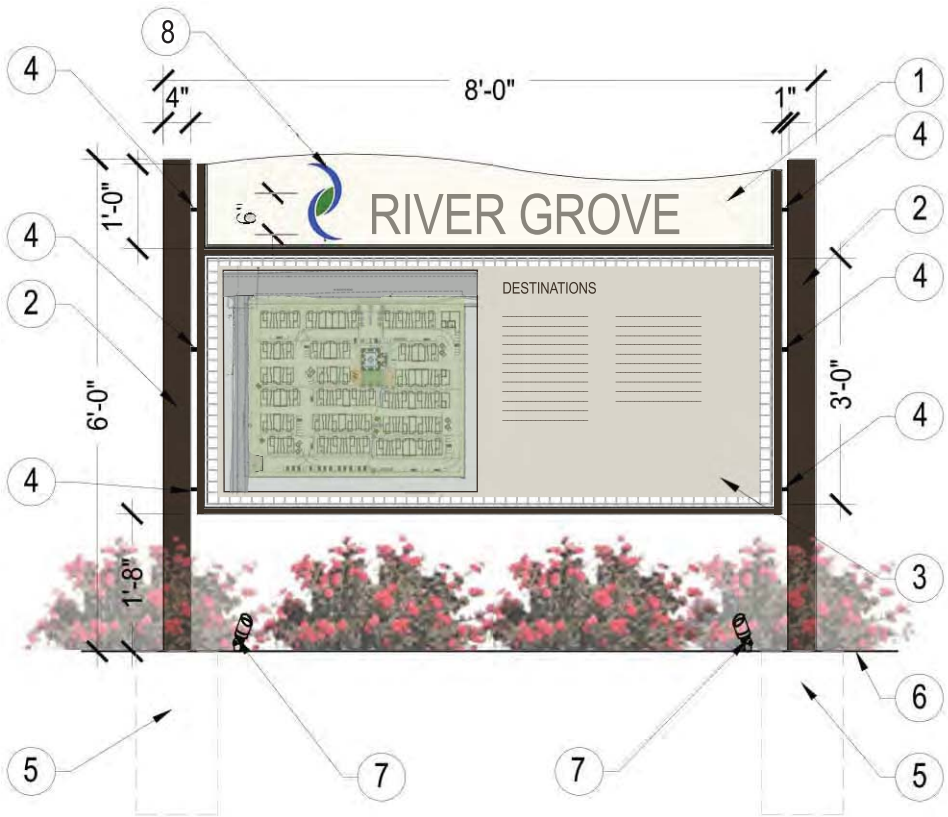


1. THEME WALL, 6′ -0″ HIGH, 8″X8″X16″ CMU WALL INSET 1′ -4″ SPACED APPROX. 72′ O.C. ALONG PERIMETER - STUCCO FINISH TO MATCH STUC-1
2. 16″ TALL LETTERS ON BACKGROUND TO MATCH EIFS-2-FONT IS "CALIBRI LIGHT"
3. FINAL GRAPHIC DESIGN - TBD BY OWNER
4. ALUM. TUBE - FINISH TO MATCH WINDOW FRAME
5. FX LUMINAIRE - NP SERIES SPOT LIGHT NP-6LED-BZ, BRONZE FINISH

NOTES:
1. LETTER FASTEN TO THE THEME WALL.
2. ALL THE FONT IS "CALIBRI LIGHT"
3. PLANT MATERIALS PER LANDSCPE PLAN

MONUMENT SIGN - RIVER GROVE

SCALE: N.T.S.

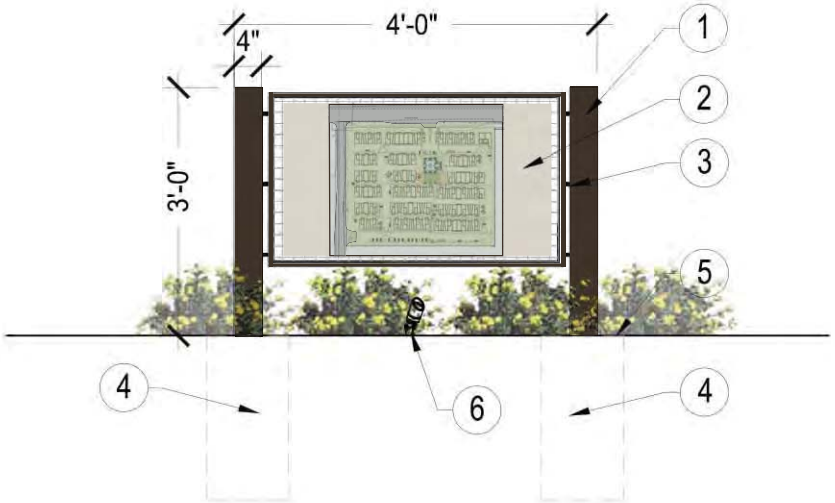


1. HEADER PANEL, METAL, COLOR: DUNN EDWARDS "SHADY" DEC774 ARIAL NARROW FONT, LETTER COLOR: DARK BRONZE
2. STEEL POST 4" X 4", COLOR: DARK BRONZE
3. MAP PANEL WITH WIRE MESH FRAME, PANEL COLOR: DUNN EDWARDS "SHADY" DEC774
4. SPACER ATTACHMENT: 1" X 3/4" STEEL WELDED TO POST AND WIRE MESH FRAME.
5. SIGN CONCRETE FOOTING - BY OTHERS
6. FINISH GRADE
7. FX LUMINAIRE - NP SERIES SPOT LIGHT NP-6LED-BZ, BRONZE FINISH
8. FINAL GRAPHIC DESIGN - TBD BY OWNER

NOTES:
1. SIGN TO BE DOUBLE SIDED
2. ALL THE FONT IS "CALIBRI LIGHT"
3. PLANT MATERIALS PER LANDSCPE PLAN

RIVER GROVE - DIRECTIONAL SIGN - MAJOR

SCALE: N.T.S.



1. STEEL POST 4" X 4", COLOR: DARK BRONZE
2. MAP INFO PANEL WITH WIRE MESH FRAME, PANEL COLOR: DUNN EDWARDS "SHADY" DEC774
3. SPACER ATTACHMENT: 1" X 3/4" STEEL WELDED TO POST AND WIRE MESH FRAME.
4. SIGN FOOTING - BY OTHERS
5. FINISH GRADE
6. FX LUMINAIRE - NP SERIES SPOT LIGHT NP-6LED-BZ, BRONZE FINISH

NOTES:
1. SIGN TO BE DOUBLE SIDED
2. ALL THE FONT IS "CALIBRI LIGHT"
3. PLANT MATERIALS PER LANDSCPE PLAN

RIVER GROVE - DIRECTIONAL SIGN - MINOR

SCALE: N.T.S.

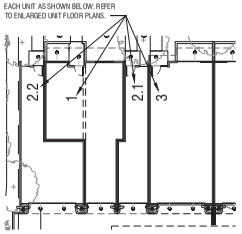
Exhibit F

Conceptual Site Plan

Villages at River Grove

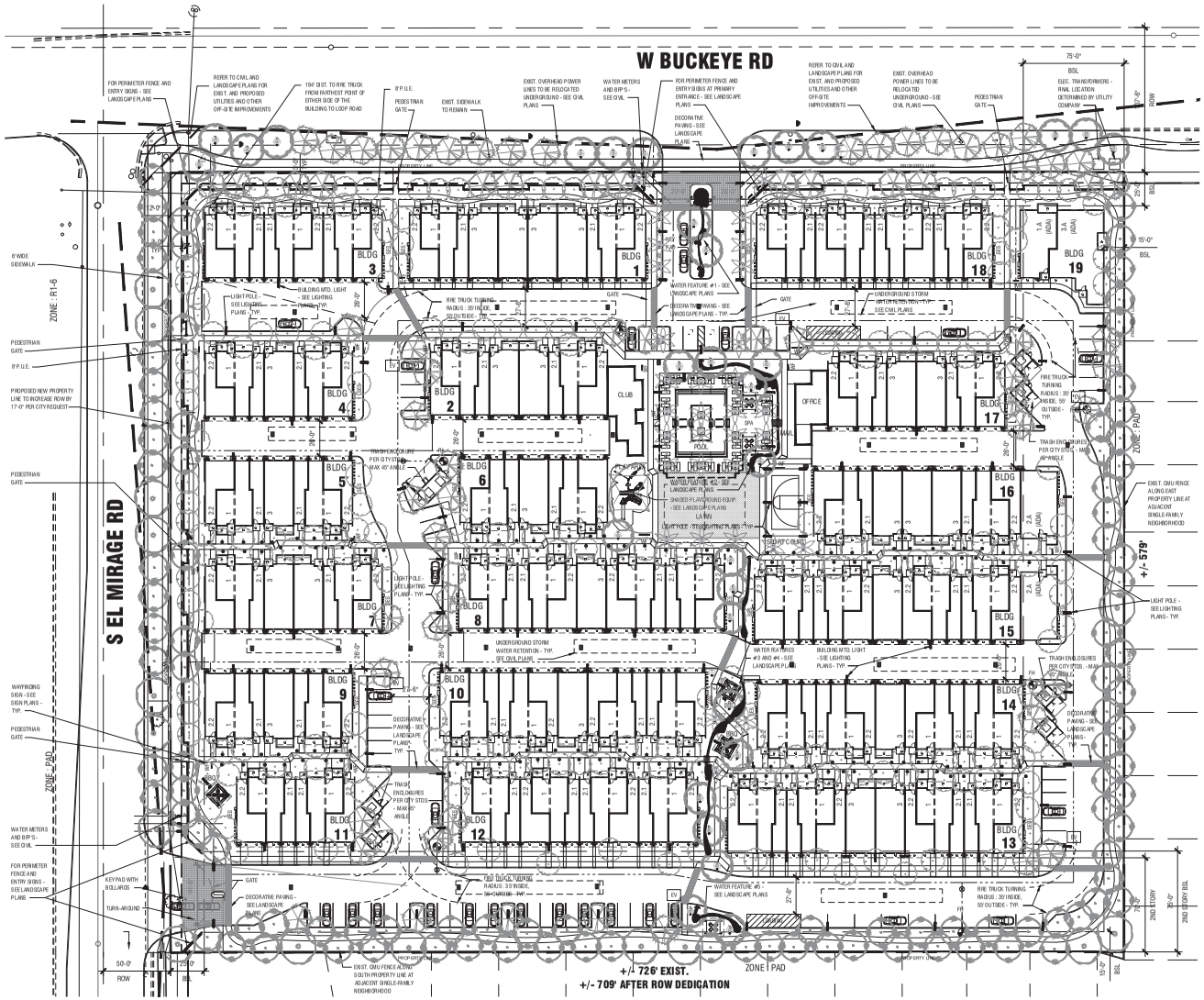
TYPICAL UNIT TYPE DESIGNATIONS

UNIT DESIGNATIONS ARE INDICATED ON EACH UNIT AS SHOWN BELOW. REFER TO ENLARGED UNIT FLOOR PLANS.



CITY STANDARD SITE PLAN NOTES

1. ALL UTILITY LINES LESS THAN 69 KV SHALL BE UNDERGROUND WITH THE FIRST PHASE OF DEVELOPMENT.
2. ALL GROUND-MOUNTED EQUIPMENT SHALL BE SCREENED/CONCEALED FROM STREET VIEW.
3. PLANTS LOCATED WITHIN THE REQUIRED AASHTO SIGHT VISIBILITY TRIANGLES SHALL BE PRUNED REGULARLY TO PERMIT UNOBSTRUCTED VISION. PLANT MATERIALS SHALL BE MAINTAINED TO BE LOWER THAN 2' (SHRUBS) OR TALLER THAN 7' (BOTTOM OF TREE CANOPY).
4. FUTURE DEVELOPMENT PADS WITHIN MASTER PLANNED DEVELOPMENTS SHALL BE COVERED WITH A MINIMUM OF 2" THICK DECOMPOSED GRANITE FOR DUST CONTROL AT THE TIME OF DEVELOPMENT.
5. ALL DEVELOPMENTS SHALL BE MAINTAINED IN CONFORMANCE WITH THE APPROVED SITE PLAN AND LANDSCAPE PLAN. ANY CHANGES THERETO SHALL REQUIRE APPROVAL OF THE CITY OF AVONDALE.
6. THIS PROJECT IS SUBJECT TO THE CURRENT AVONDALE GENERAL ENGINEERING REQUIREMENTS (AND MAG SUPPLEMENTAL REGULATIONS), COMMERCIAL /INDUSTRIAL /MULTI-FAMILY DESIGN MANUAL, ZONING ORDINANCE, GENERAL PLAN, AVONDALE STREET MASTER PLAN, AND ANY APPLICABLE SPECIFIC PLANS.



SITE DATA

GROSS SITE AREA : 521,299 SF (11.97 AC)
NET SITE AREA : 410,865 SF (9.43 AC)
(AFTER DEDICATING ADDITIONAL 17' OF ROW ON EL MIRAGE RD.)
EXISTING ZONING : PAD
PROPOSED ZONING : PAD WITH R-4 BASE ZONING
BUILDING HEIGHT ALLOWED : 45'
BUILDING HEIGHT PROPOSED : 24' T.O. ROOF DECK, 26' T.O. PARAPET, 28' T.O. MECH. SCREEN
BUILDING COVERAGE : 144,684 SF = 35.2% (50% MAX. ALLOWABLE)
PARKING & DRIVES : 111,601 SF
PUBLIC UTILITY EASEMENT: 10,240 SF
USEABLE OPEN SPACE : 82,173 SF REQUIRED 83,238 SF PROVIDED
(20% OF NET SITE AREA INCLUDING; POOL, CABANA'S, CLUBHOUSE, BBQ AREAS, SPORT COURT, PLAYGROUND, PLAY LAWN, RIPARIAN AREAS, GREENBELTS, AND WALKING PATH AROUND PERIMETER OF PROJECT)

UNIT MIX

BUILDINGS	1 BED	2BED	3BED	
6 UNITS x 1	(2) 2	(4) 4	(0) 0	
7 UNITS x 4	(2) 8	(4) 16	(1) 4	
8 UNITS x 3	(2) 6	(4) 12	(2) 6	
9 UNITS x 1	(3) 3	(6) 6	(0) 0	
9 UNITS x 1	(2) 2	(4) 4	(3) 3	
10 UNITS x 1	(2) 2	(4) 4	(4) 4	
12 UNITS x 2	(4) 8	(8) 16	(0) 0	
13 UNITS x 4	(4) 16	(8) 32	(1) 4	
14 UNITS x 1	(4) 4	(8) 8	(2) 2	
ADA UNITS x 4	(1) 1	(2) 2	(1) 1	
TOTAL UNITS	52	104	24 = 180	
	29%	58%	13%	

BUILDING COVERAGE

1 BED :	52 x 967 =	50,284
2 BED / 1CAR :	52 x 456 =	23,712
2 BED / 2CAR :	52 x 701 =	36,452
3 BED :	24 x 1,068 =	25,632
1 BED ADA :	1 x 1,350 =	1,218
2 BED ADA :	2 x 1,450 =	2,702
3 BED ADA :	1 x 2,200 =	2,184
OFFICE :		1,100
CLUB :		1,400
TOTAL GROUND FLOOR AREA :		144,684 SF
(INCLUDING GARAGES)		

LIVING AREA (SF):	1 BED	2BED	3BED	(NOT INCLUDING GARAGES)
	721	1,324	1,715	
	x 51	x 102	x 23	
	36,771	135,048	39,445	
+	900	2,070	1,700	(ADA UNITS)
TOTAL :	37,671	137,118	41,145	= 215,934 SF

PARKING

1 BEDROOM :	52 X 1.50	78 SP	52 GARAGE	26 STREET
2 BEDROOM :	104 X 1.75	182 SP	155 GARAGE	27 STREET
3 BEDROOM :	24 X 2.00	48 SP	48 GARAGE	
GARAGE SPACES :	180 (1 PER UNIT) REQUIRED, 255 PROVIDED			
VISITOR SPACES (1 PER 10 UNITS) :	18 SP REQUIRED, 27 PROVIDED			

TOTAL PARKING: 326 SP REQUIRED, 335 SP PROVIDED
GARAGE PARKING : 255
SURFACE PARKING : 80
LOADING ZONE : 2 (1 REQUIRED)
EV CHARGING STATIONS : (6) PROVIDED FOR GUESTS AND RESIDENTS
ACCOMMODATION WILL BE MADE FOR FUTURE STATIONS TO BE INSTALLED WITH A COMBINATION OF ON-SITE AND IN-GARAGE CHARGING STATIONS

GENERAL NOTES

1. REFER TO CIVIL PLANS FOR ALL UTILITIES, GRADING, PAVING, FIRE HYDRANTS, STORM WATER COLLECTION, AND OFF-SITE IMPROVEMENTS.
2. REFER TO LANDSCAPE PLANS FOR AREA CALCULATIONS, LANDSCAPING, AND SITE WALLS.
3. REFER TO LIGHTING PLANS FOR ALL EXTERIOR BUILDINGS AND SITE LIGHTING LOCATIONS, DETAILS, AND SPECIFICATIONS.
4. REFER TO SIGNAGE PLANS FOR ALL MONUMENT SIGNS, AND WAYFINDING.
5. ALL PARKING IS SCREENED FROM VIEW FROM ADJACENT PROPERTIES WITH A 6' TALL OPAQUE PERIMETER FENCE ALONG THE NORTH AND WEST PROPERTY LINES WITH FINISHES TO MATCH THE BUILDINGS.
6. ALL DOORS AND WINDOWS ARE INSULATED AS REQUIRED BY THE ENERGY CODE AND SET BACK AT 3" MIN. FROM THE OUTSIDE FACE OF THE EXTERIOR WALL FINISH.

VICINITY MAP

Received Eletronically
April 27, 2021

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EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

SCHEMATIC SITE PLAN

DATE : 3/22/21
SCALE : 1" = 40'
0' 20' 40' 80'

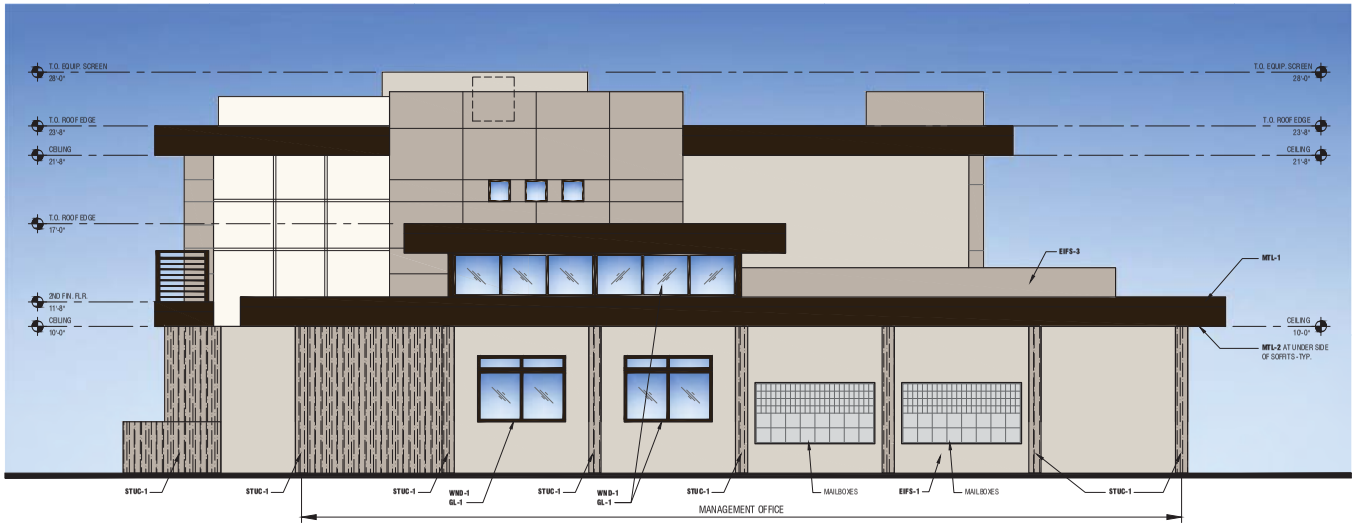
Exhibit G

Conceptual Renderings and Building Elevations

Villages at River Grove

Received
Electronically April
27, 2021

GROVE
RIVER



WEST ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

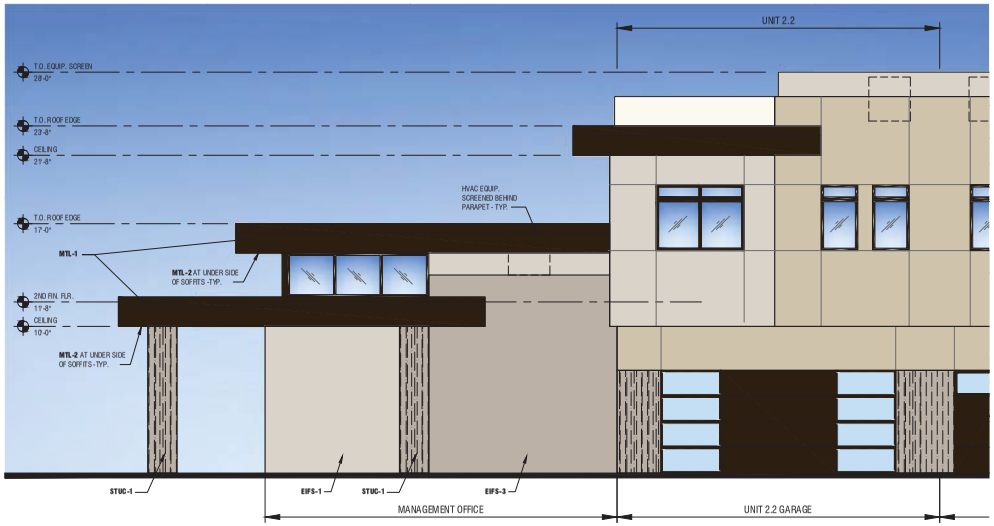
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

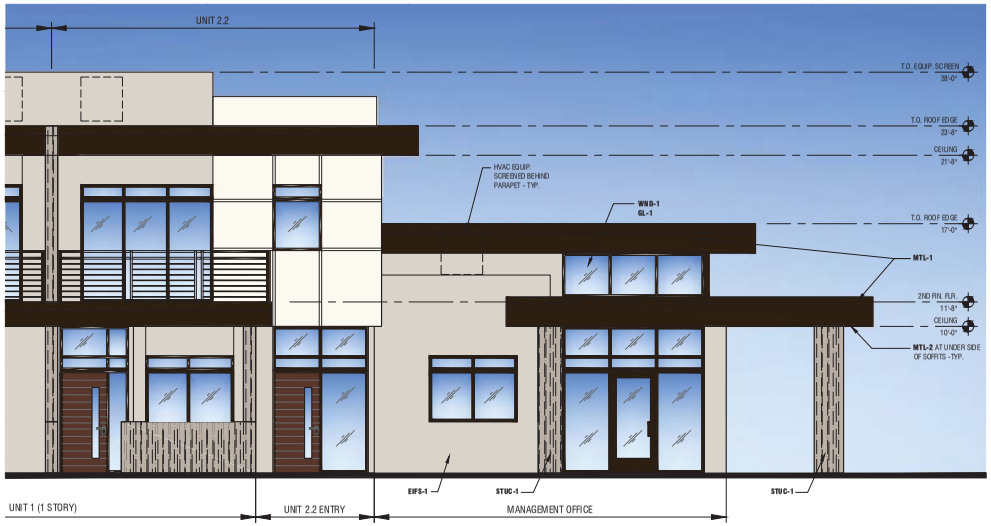
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



SOUTH ELEVATION



NORTH ELEVATION

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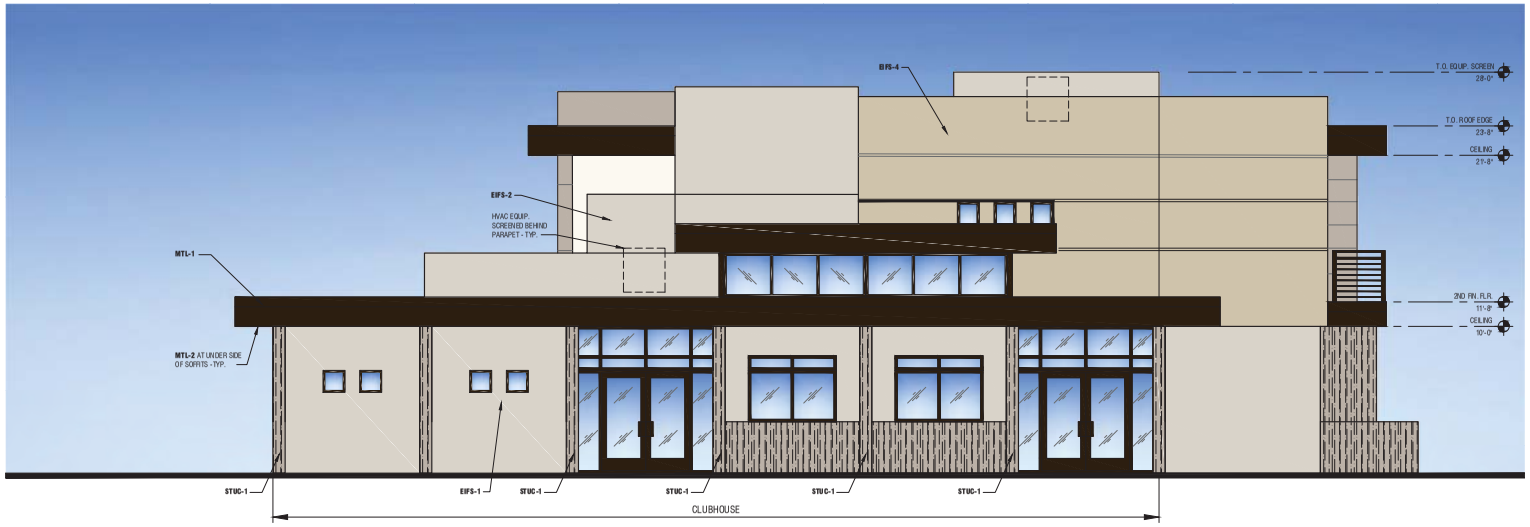
EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

MANAGEMENT OFFICE ELEVATIONS

DATE : 2/10/21
SCALE : 1/4" = 1'-0"
0' 2' 4' 8'



EAST ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTING" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

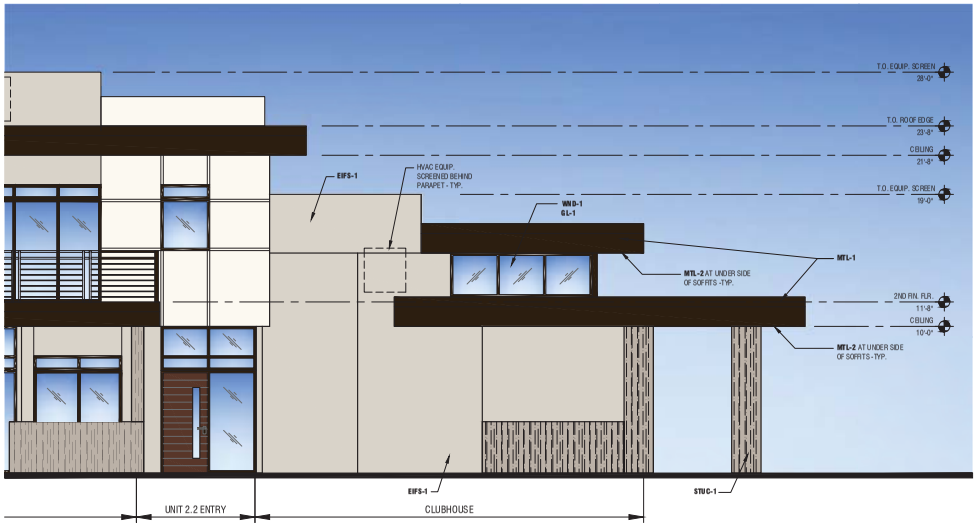
MTL-2
PRODUCT: 'ALUMABOARD' ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

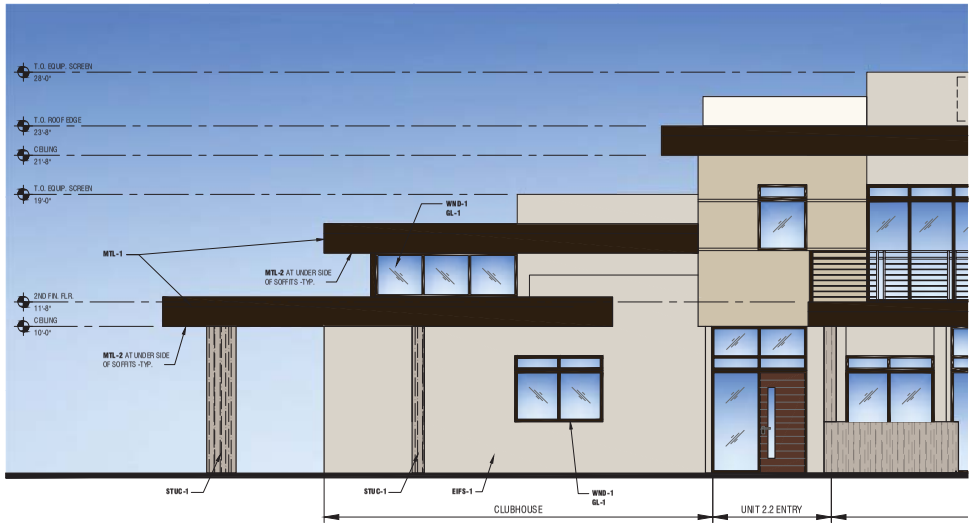
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
'SUNCOAT MAX' DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



SOUTH ELEVATION



NORTH ELEVATION

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EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

CLUBHOUSE ELEVATIONS

DATE : 2/10/21
SCALE : 1/4" = 1'-0"
0' 2' 4' 8'

NORTH OR SOUTH ELEVATION

SCALE : 1/8" = 1'-0"

0' 4' 8' 16'

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

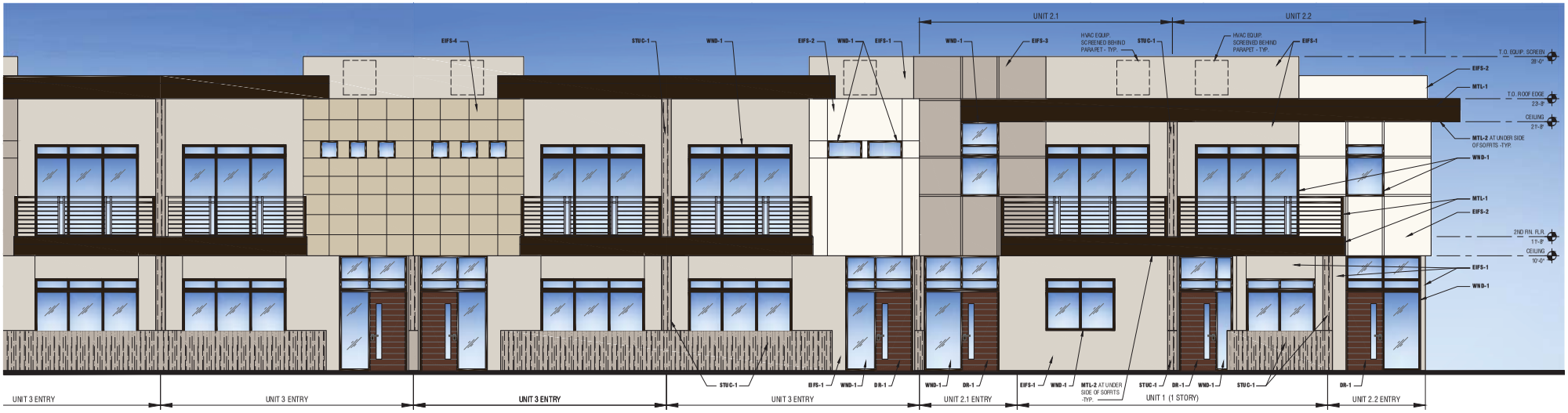
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



NORTH OR SOUTH ELEVATION

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'

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EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

TYPICAL BUILDING ELEVATIONS ENTRY SIDE

DATE : 2/10/21

NORTH OR SOUTH ELEVATION

SCALE : 1/8" = 1'-0"

0' 4' 8' 16'

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTING" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

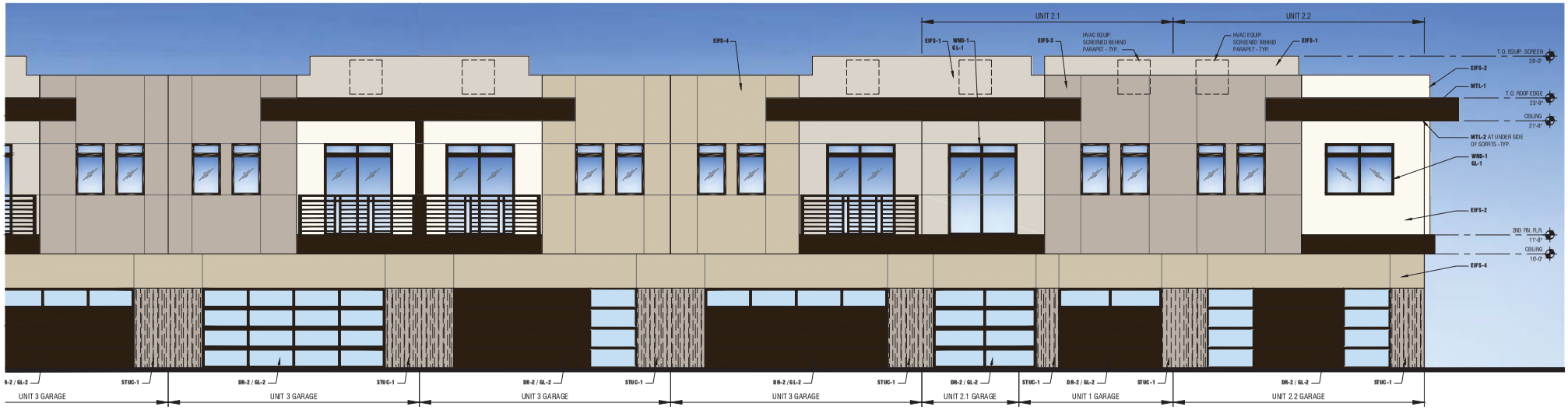
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



NORTH OR SOUTH ELEVATION

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'

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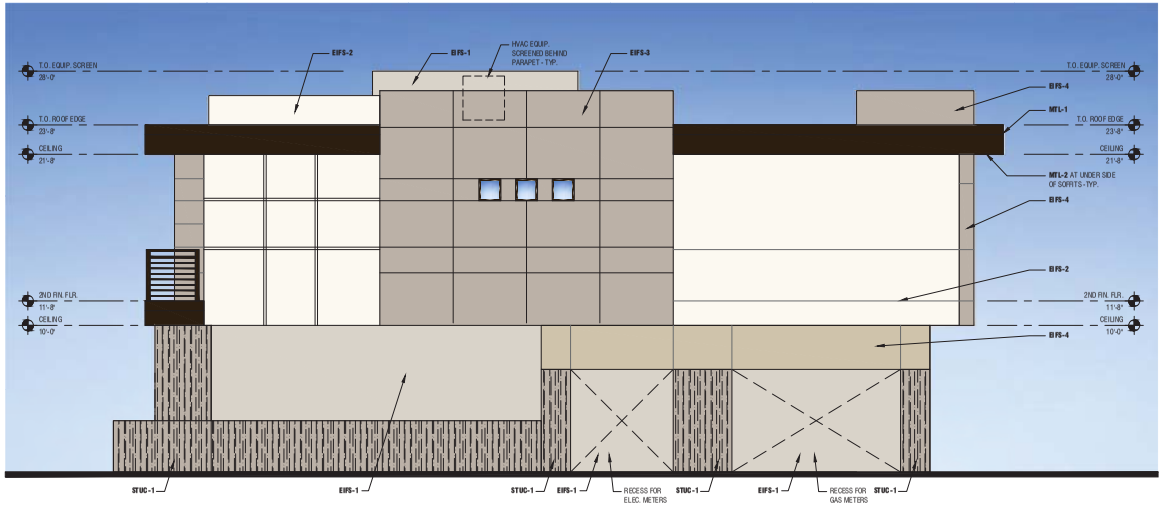
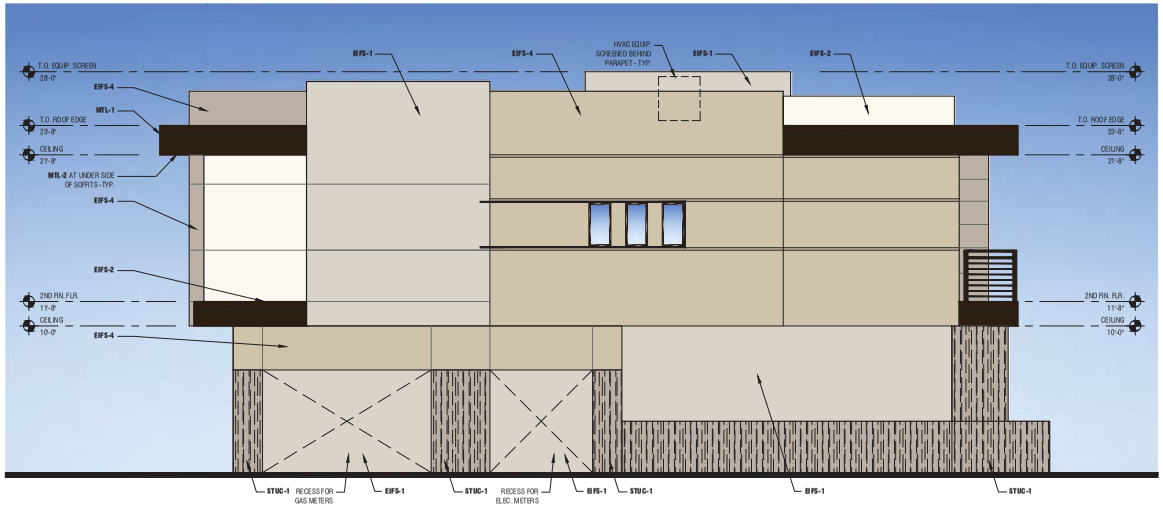
THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

TYPICAL BUILDING ELEVATIONS GARAGE SIDE

DATE : 2/10/21



EAST OR WEST TYPICAL BUILDING ELEVATION



EAST OR WEST TYPICAL BUILDING ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS

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EcoVista Development

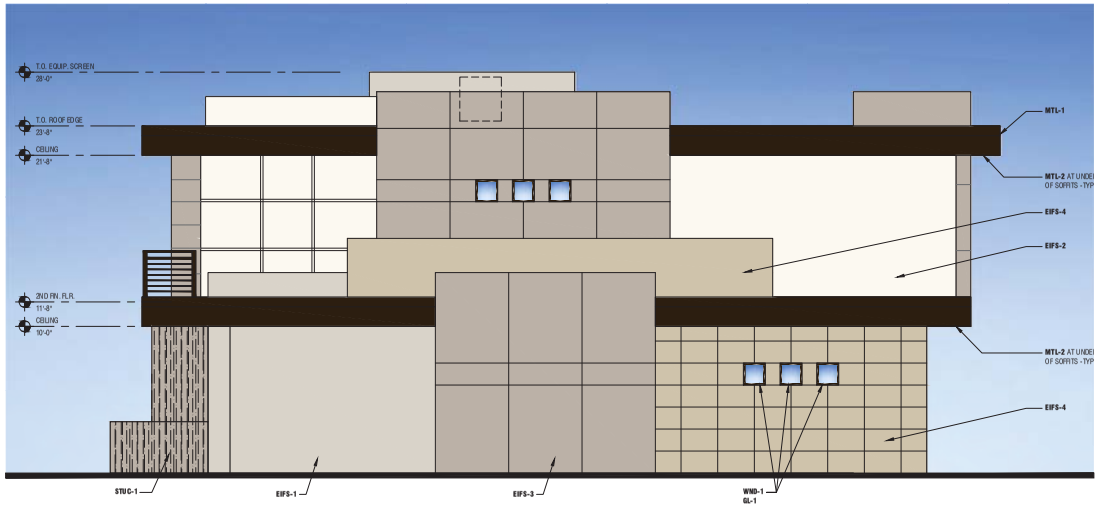
THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

TYPICAL BUILDING ELEVATIONS

DATE : 2/10/21

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'



EAST ELEVATION

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

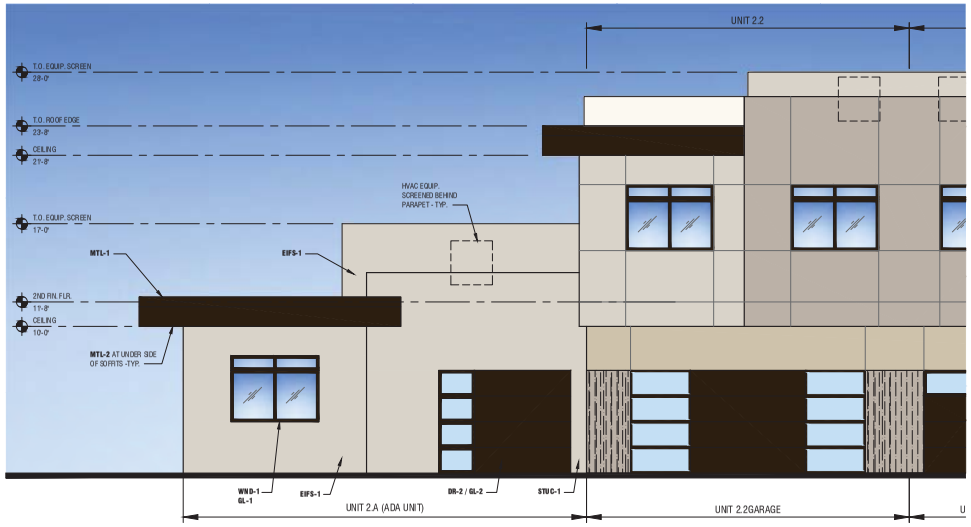
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

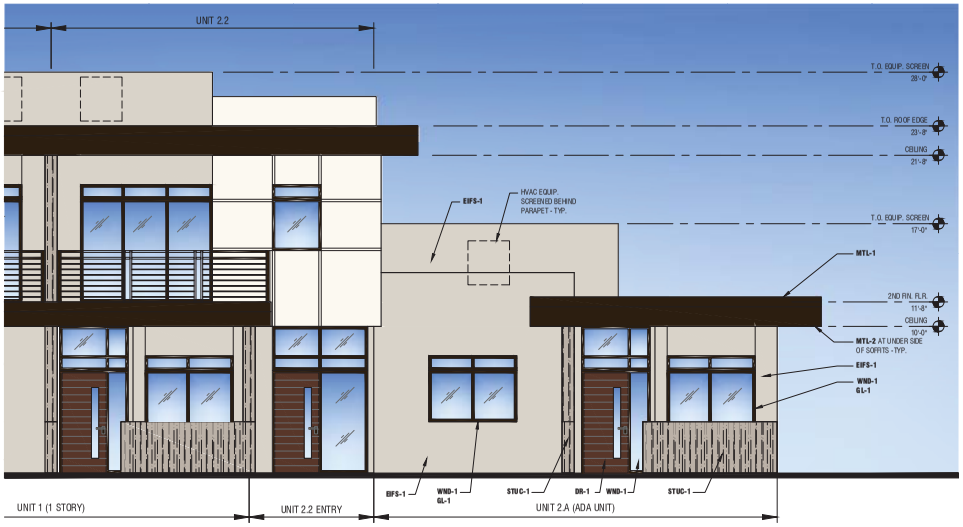
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



NORTH OR SOUTH ELEVATION



NORTH OR SOUTH ELEVATION

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rondeitrick.com 602.577.7171

EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

2 BEDROOM ADA UNIT

DATE : 2/10/21
SCALE : 1/4" = 1'-0"
0' 2' 4' 8'

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
"SHAGGY BARKED" DEC 771
FINISH: COMBED HEAVY TEXTURE

WND-1
ALUMINUM WINDOWS AND SLIDING DOORS
SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

MTL-1
METAL RAILING, METAL FASCIA AND FLASHING
COLOR: DARK BRONZE

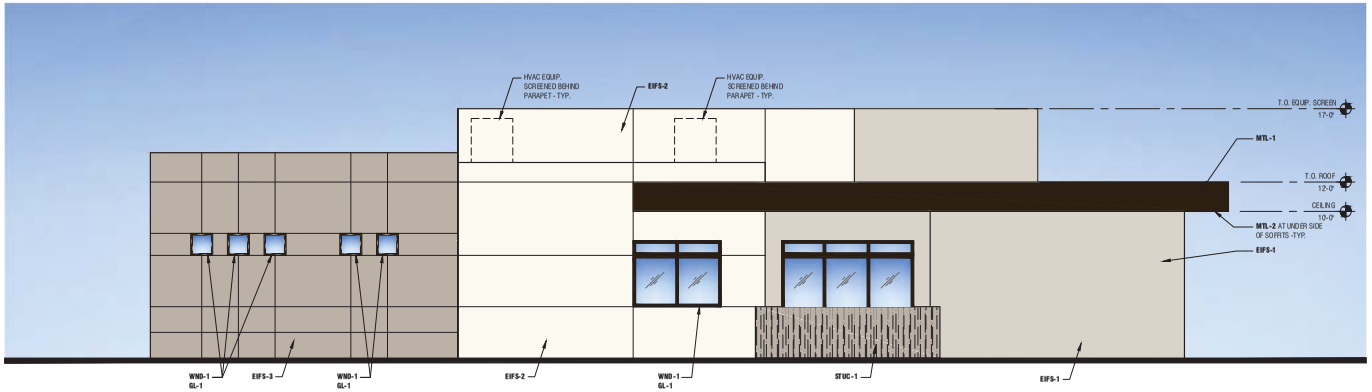
MTL-2
PRODUCT: "ALUMABOARD" ALUMINUM SOFFIT PANELS
SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

DR-1
ENTRY DOOR
COLOR: AMERICAN WALNUT

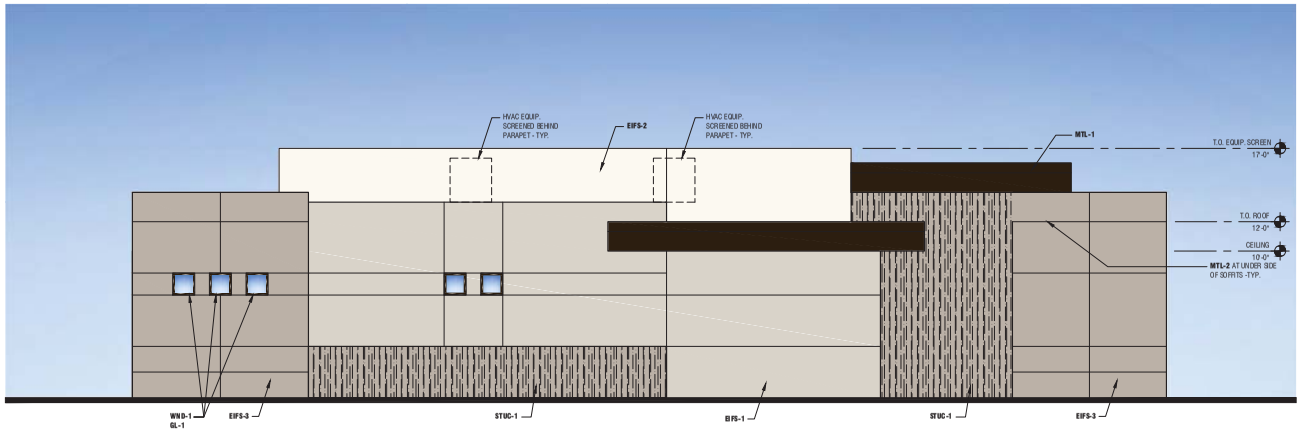
DR-2
GARAGE DOOR
COLOR: DARK BRONZE

GL-1
"SUNCOAT MAX DUAL PANE, LOW-E3 INSULATED GLASS
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



EAST ELEVATION



WEST ELEVATION

RDA
RON DEITRICK ARCHITECTS
rondeitrick.com 602.577.7171

EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

1 BEDROOM & 3 BEDROOM ADA UNITS - BUILDING 19

DATE : 2/10/21

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTWOOD" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
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SUPPLIER: MILGARD
COLOR: DARK BRONZE ANODIZED

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SUPPLIER: RMP METAL PRODUCTS
COLOR: AMERICAN WALNUT

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GARAGE DOOR
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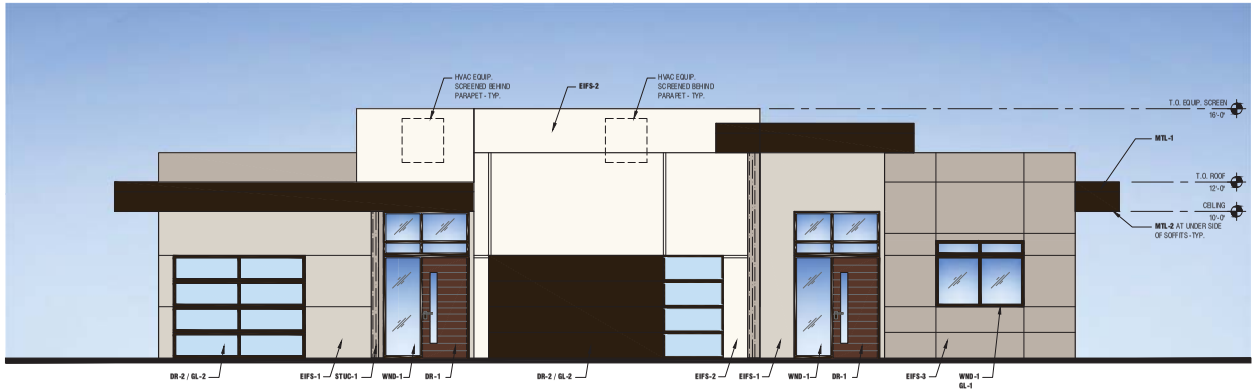
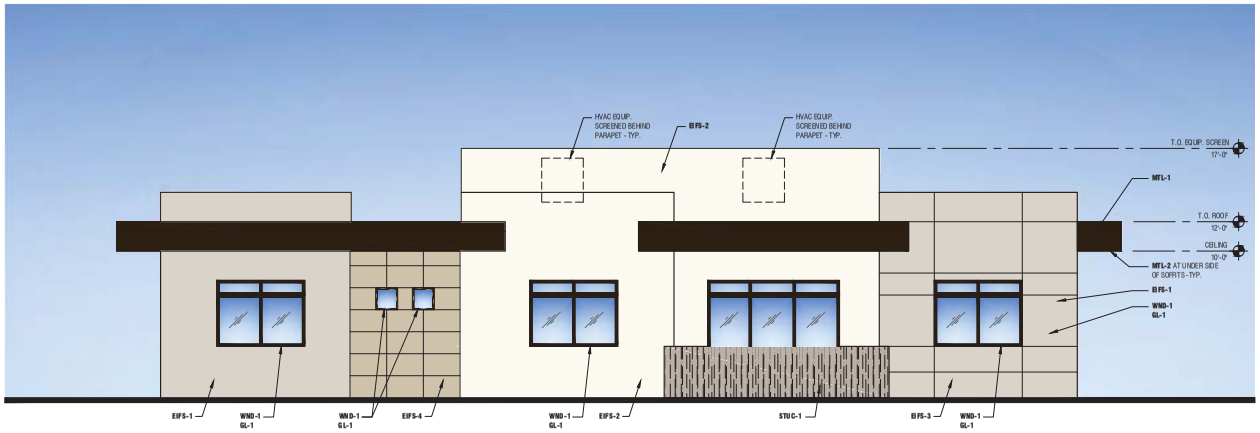
COLOR: TINTED GRAY

GL-2
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



SOUTH ELEVATION



NORTH ELEVATION

RDA
RON DEITRICK ARCHITECTS
rondeitrick.com 602.577.7171

EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

1 BEDROOM & 3 BEDROOM ADA UNITS (BUILDING 19)

DATE : 2/10/21

EXTERIOR COLOR AND MATERIALS LEGEND

EIFS-1
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"SHADY" DEC774
FINISH: MEDIUM SAND

EIFS-2
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"WHISPER" DEW340
FINISH: SMOOTH

EIFS-3
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"DRIFTING" DEC 770
FINISH: BURNISHED

EIFS-4
EXTERIOR INSULATION AND FINISH SYSTEM
SUPPLIER: SENERGY
COLOR: DUNN EDWARDS
"RIVERBED" DEC 767
FINISH: LIMESTONE TEXTURED

STUC-1
STUCCO
COLOR: DUNN EDWARDS
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COLOR: TINTED GRAY

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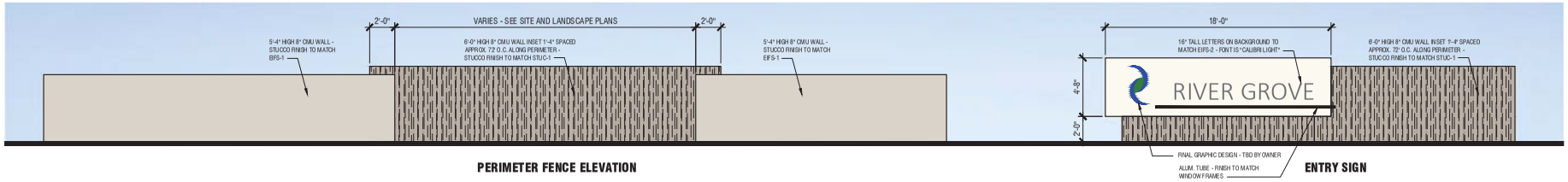
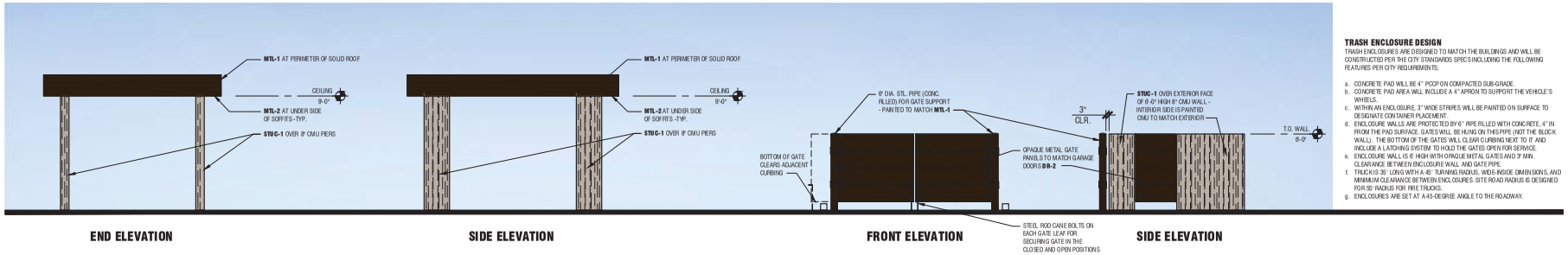
CLEAR OR OPAQUE GLAZING PER GARAGE DOOR MANUFACTURER STANDARD OPTIONS



PERIMETER FENCE ELEVATION

ENTRY SIGN



END ELEVATION

SIDE ELEVATION

FRONT ELEVATION

SIDE ELEVATION

SHADE STRUCTURE ELEVATIONS

TRASH ENCLOSURE ELEVATIONS

TRASH ENCLOSURE DESIGN

TRASH ENCLOSURES ARE DESIGNED TO MATCH THE BUILDINGS AND WILL BE CONSTRUCTED PER THE CITY STANDARDS SPECS INCLUDING THE FOLLOWING FEATURES PER CITY REQUIREMENTS;

a. CONCRETE PAD WILL BE 4" PCCP ON COMPACTED SUB-GRADE
b. CONCRETE PAD AREA WILL INCLUDE A 4" APRON TO SUPPORT THE VEHICLE'S WHEELS.
c. WITHIN AN ENCLOSURE, 3" WIDE STRIPES WILL BE PAINTED ON SURFACE TO DESIGNATE CONTAINER PLACEMENT.
d. ENCLOSURE WALLS ARE PROTECTED BY 6" PIPE FILLED WITH CONCRETE, 4" IN FROM THE PAD SURFACE. GATES WILL BE HUNG ON THIS PIPE (NOT THE BLOCK WALL). THE BOTTOM OF THE GATES WILL CLEAR CURBING NEXT TO IT AND INCLUDE A LATCHING SYSTEM TO HOLD THE GATES OPEN FOR SERVICE.
e. ENCLOSURE WALL IS 6' HIGH WITH OPAQUE METAL GATES AND 3" MIN. CLEARANCE BETWEEN ENCLOSURE WALL AND GATE PIPE.
f. TRUCK IS 35' LONG WITH A 45' TURNING RADIUS, WIDE-INSIDE DIMENSIONS, AND MINIMUM CLEARANCE BETWEEN ENCLOSURES. SITE ROAD RADIUS IS DESIGNED FOR 55' RADIUS FOR FIRE TRUCKS.
g. ENCLOSURES ARE SET AT A 45-DEGREE ANGLE TO THE ROADWAY.

RDA
RON DEITRICK ARCHITECTS
rondeitrick.com 602.577.7171

EcoVista Development

THE VILLAGES AT
RIVER GROVE
AVONDALE, ARIZONA

FENCE, SIGN, TRASH ENCLOSURE, SHADE STRUCTURE ELEVATIONS

DATE : 2/10/21

SCALE : 1/4" = 1'-0"

0' 2' 4' 8'

Exhibit H

Certificates of Adequate School Facilities

Littleton Elementary School District
Tolleson Union High School District

Avondale
Aspiring. Achieving. Accelerating.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a rezone, general plan amendment, and site plan and design review has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

Project: River Grove Townhomes
Project Manager: EcoVista Development
Request: PAD
Acreage/Parcel Size: 9.6 acres
Current Density Allowed: No density limit (residential permitted on upper stories over ground floor commercial only)
Density Proposed: 20 du per net acre
Total number of residential units proposed: 180 units

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☑ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes ☐ No ☑

If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? **Yes** **No**

If answered yes, please explain below:
Donation agreement is in place for impact

If additional writing space is needed, please attach pages to this form

Date Reviewed: April 16, 2021

School District: Littleton Elementary School District

District Superintendent: Roger Freeman

Phone #: 623-478-5616

E-mail: edwards.khalilah@avondaleaz.gov

Signature: [redacted]

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

Avondale
Aspiring. Achieving. Accelerating.

CERTIFICATE OF ADEQUATE SCHOOL FACILITIES

An application for a rezone, general plan amendment, and site plan and design review has been submitted to the City of Avondale, Development & Engineering Services Department, for review.

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Request: PAD
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Project Manager: EcoVista Development
Acreage/Parcel Size: 9.6 acres
Density Proposed: 20 du per net acre

As an authorized representative of the District, please complete the questionnaire below.

Does the District have adequate capacity to accommodate the estimated enrollment from the proposed development?

Yes ☒ No ☐

If answered no, please summarize the needs of the district as they relate to serving the students generated by the proposed development.

Is a school site within the proposed development needed? Yes ☐ No ☒

If answered yes, how many acres is needed for the school site? _____

Is the district currently working with the developer to provide or help meet the needs identified above through a developer assistance or impact agreement? Yes No

If answered yes, please explain below:

If additional writing space is needed, please attach pages to this form

Date Reviewed: December 17, 2020
School District: Tolleson Union High School District #214
District Superintendent: Nora Gutierrez
Phone #: 623-478-4001
E-mail: nora.gutierrez@tuhsd.org

Signature: [redacted]

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

Exhibit I

Neighborhood Meeting and Outreach Summary

Villages at River Grove

BERRY | RIDDELL LLC

6750 E. Camelback Rd., #100
Scottsdale, AZ 85251
Office: 480-385-2727
www.berryriddell.com

ap@berryriddell.com
Direct: 480-682-3916

April 20, 2021

Via Email to:
City of Avondale
Attn: Ken Galica
11465 W Civic Center Drive
Avondale, Arizona 85323

Re: Villages at River Grove

Dear Kristine:

The purpose of this correspondence is to summarize the virtual Open House meetings and other neighborhood outreach that is being performed in conjunction with a pending application for a rezoning to PAD, General Plan Amendment from Local Commercial to High-Density Residential, and Site Plan/Design Review approval for the site shown below and located at the southeast corner of El Mirage Road and Buckeye Road (the "Site") to permit a rental townhome development.

In January, outreach consultants with Bilsten Consulting Inc. began walking door-to-door within the community to share the proposal, answer questions, and seek input. They found that many of the neighbors are supportive of the proposal, prefer residential over the nuisances associated with commercial, and are eager to see the Site developed.

In February a website was posted (https://ap85943.wixsite.com/villagesatrivergrove) containing details of the proposal, contact information for the applicant, details of the open house, and an opportunity to provide comments. The website link was included on the public hearing sign, postcard, and publication. No comments were received by the community in response to the website.

The virtual Open House was held on April 12th from 6pm to 7pm. Representatives from EcoVista Development, Bilsten Consulting, Ron Deitrick Architects and Berry Riddell gave a presentation and were available to answer questions. A total of six people attended:

Larry White – [redacted]
Al Nunez – [redacted]
Alisha M. – [redacted]
Kim Gathings – [redacted]
Pat Dennis – North Avondale
Jessica Smith – [redacted]

Neighbors asked about the density of the project, whether the units would be for rent or for sale, if traffic will be negatively impacted by the proposal, how much guest parking would be provided, whether a new traffic light would be added, and if garages are provided to residents. Additionally, neighbors asked about the associated offsite roadway improvements and how many lanes would be added. Neighbors mentioned that the swap meet causes customers to park along El Mirage Road and staff responded by explaining that the roadway improvements would likely cause the swap meet traffic to be reduced due to a lack of available on-street parking. The applicants responded to all questions and encouraged the attendees to reach out with any additional questions.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners' associations, and other interested parties. A vital part of the outreach process is to allow people to express their concerns, understand their issues, and attempt to address them in a professional and timely matter. The team and outreach consultants will continue to engage with the community throughout this process to seek valuable feedback and be responsive to comments.

If you have any questions about our responses, please feel free to reach out to me directly.

Very truly yours,

[redacted]

Ashley Porter

Exhibit J

Letters in Support of Proposal

Villages at River Grove

Brian Craig
Avondale Plannning Manager
City of Avondale
Planning and Development Dept
11654 W Civic Center Dr
Avondale AZ, 85323

Mayor and Council,

I am a the business owner of the Fiesta Barn Market / liquor store at 12301 W Buckeye Rd, Avondale AZ , 85323.
I am in support of the proposed River Grove project directly across the street from my business.
This area is in need of more high-quality residential development, whose residents can support the local businesses. The current dirt lot has been an eye sore on the community and this project will make good use of that land.
This is precisely the type of appropriate development that this community needs, and I strongly encourage the City Council to approve it.

Sincerely,

Signature Bassam Sarkendo.

Printed Name [redacted]

Address 12301 W. Buckeye Rd

City Avondale State AZ 85232

Phone/Email [redacted]

Dear Mayor and Council,
My name is Kim Gathings and I live at [redacted] which is just a few houses behind the proposed project on the SE corner of Buckeye and El Mirage Rd. I was one of the only neighbors who attended the virtual neighborhood meeting. I initially had some questions about the density, but that was before I learned just how big the site actually is. I was very surprised to hear the overall size and I had to drive the site to believe it myself. After I drove the site, my opinion changed as there was more vacant dirt there than I remembered.

I also received numerous calls from the development team's outreach coordinator to make sure that all of my questions had been answered. I think this project is a great idea, fits in well with the surrounding community and I really am excited. My daughter is also "thrilled" as she wants to move in there… and I want her to move out!

Please join me in supporting this proposed rezoning.

Thank you, [redacted]

Kim Gathings
[redacted]
Avondale, AZ 85323
[redacted]

ORDINANCE NO. 2032-0721

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AMENDING THE OFFICIAL ZONING ATLAS OF THE CITY OF AVONDALE FOR APPROXIMATELY 11.97 ACRES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF BUCKEYE ROAD AND EL MIRAGE ROAD, AS SHOWN IN APPLICATION PL-20-0349, FROM COLDWATER SPRINGS PHASE III PLANNED AREA DEVELOPMENT (PAD) TO VILLAGES AT RIVER GROVE PLANNED AREA DEVELOPMENT (PAD).

WHEREAS, the Council of the City of Avondale (the "City Council") desires to amend the City of Avondale Zoning Atlas (the "Zoning Atlas"), pursuant to ARIZ. REV. STAT. § 9-462.04, to change the zoning description for ± 11.97 gross acres generally located at the southeast corner of Buckeye Road and El Mirage Road, as shown in application PL-20-0349, from Coldwater Springs Phase III Planned Area Development (PAD) to Villages at River Grove Planned Area Development (PAD) (the "Zoning Atlas Amendment"); and

WHEREAS, all due and proper notices of the public hearings on the Zoning Atlas Amendment held by the City of Avondale Planning Commission (the "Commission") and by the City Council were given in the time, form and substance provided by ARIZ. REV. STAT. § 9-462.04; and

WHEREAS, on June 16, 2021, the Commission held a public hearing on the Zoning Atlas Amendment, after which hearing the Commission recommended approval; and

WHEREAS, the City Council held an additional public hearing regarding the Zoning Atlas Amendment on July 5, 2021; and

WHEREAS, in accordance with Article II, Sections 1 and 2 of the Arizona Constitution, the City Council has considered the individual property rights and personal liberties of the residents of the City before adopting this Ordinance.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The Zoning Atlas Amendment for ± 11.97 gross acres generally located at the southeast corner of Buckeye Road and El Mirage Road, as more particularly described and

depicted on Exhibit A attached hereto and incorporated herein by reference, is hereby approved, rezoning such property from Coldwater Springs Phase III Planned Area Development (PAD) to Villages at River Grove Planned Area Development (PAD), subject to the City of Avondale adopted codes, requirements, standards and regulations, and the following stipulations:

1. Development shall conform to the Villages at River Grove Planned Area Development (PAD) Narrative date stamped, April 27, 2021, except as modified by these conditions.

2. All required off-site improvements to Buckeye Road and El Mirage Road adjacent to the site shall be completed prior to issuance of a Certificate of Occupancy.

3. The developer shall be responsible for fiber conduit installation within the City's public right-of-way in accordance with the City's Transportation Plan and development codes.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, July 5, 2021.

_____
Kenneth N. Weise, Mayor

ATTEST:

_____
Marcella Carrillo, City Clerk

APPROVED:

_____
Nicholle Harris, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 2032-0721

[Legal Description and Map]

See following pages.

LEGAL DESCRIPTION – VILLAGES AT RIVER GROVE, GROSS AREA

COMMENCING AT THE NORTHWEST CORNER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, IN SAID COUNTY, SAID POINT BEING THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 13, 687.00 FEET;

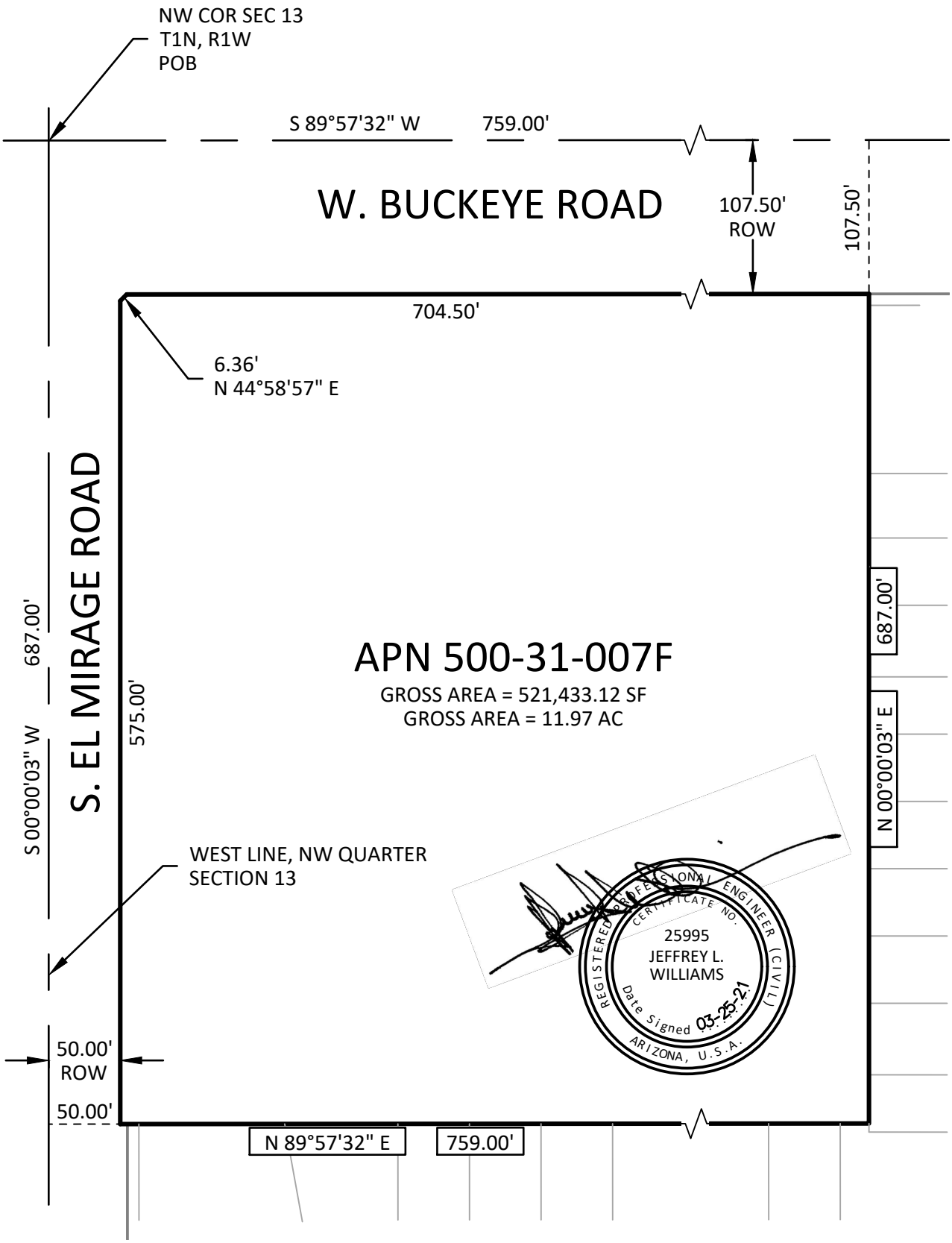
THENCE NORTH 89 DEGREES 57 MINUTES 32 SECONDS EAST 759.00 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 687.00 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 13;

THENCE SOUTH 89 DEGREES 57 MINUTES 32" WEST ALONG THE NORTH LINE OF SAID SECTION 13, A DISTANCE OF 759.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 521,433.12 SQUARE FEET OR 11.97 ACRES GROSS AREA, MORE OR LESS.

REGISTERED PROFESSIONAL ENGINEER (CIVIL)
CERTIFICATE NO.
25995
JEFFREY L.
WILLIAMS
Date Signed 03-25-21
ARIZONA, U.S.A.



R.B. WILLIAMS & ASSOCIATES, INC.

CONSULTING ENGINEERS

1921 S. ALMA SCHOOL RD., STE 101
MESA, ARIZONA 85210

PHONE: (480) 424-2352
FAX: (480) 424-2353

NORTH

SCALE: 1"=100'

EXHIBIT 1/1